Record/FILE ON DEMAND

THE REPUBLIC STATE OF South Carolina
In The Court of Appeals

RECEIVED
DEC 10 2021
SC Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Honorable Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2020-001130
Common Pleas Case No.: 2016-CP-18-01678

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

v.

Nelson L. Bruce, et al.....Appellant.

RECORD ON APPEAL

Nelson L. Bruce, Propria Persona, Sui Juris
c/o 144 Pavilion Street
Summerville, South Carolina [29483]
(843) 437-7901
Appellant

December 8, 2021

RECORD ON APPEAL

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CERTIFICATION BY APPELLANT

I, the undersigned appellant, does hereby certify that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

RESPECTFULLY PRESENTED this 8th day of December, 2021.

"Without Prejudice"

Nelson L. Bruce 12-8-21

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 144 Pavilion Street, Summerville
South Carolina [29483]
Ph. 843-437-7901
Leonbruce81@yahoo.com

RECEIVED
DEC 10 2021
SC Court of Appeals

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Bank of America, N.A.,

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

C/A NO.: 2016-CP-18-01678

MOTION AND ORDER TO SUBSTITUTE PLAINTIFF

FILED - RECORDED
2019 MAR 23 AM 10: 10
CHERYL CRAWFORD
CLERK OF COURT
DORCHESTER COUNTY

WHEREAS, the Plaintiff by and through its undersigned counsel, brought the subject action for foreclosure in the name of Bank of America, N.A. Counsel was subsequently notified that the subject mortgage was assigned and the real party in interest is now Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust C. See Assignment of Mortgage attached hereto as Exhibit A evidencing the name of the new Plaintiff.

WHEREAS, pursuant to Rule 17(a), South Carolina Rules of Civil Procedure, the Plaintiff has requested that all pleadings and other documents reflect Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust C as the new Plaintiff.

THEREFORE, upon motion of William S. Koehler, attorney for the Plaintiff, and pursuant to Rule 17(a), South Carolina Rules of Civil Procedure, IT IS HEREBY ORDERED that all pleadings and other documents reflect Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust C as the Plaintiff in the instant action.

IT IS SO ORDERED.

DATED: March 20, 20 10.

Presiding Judge for
Dorchester County, South Carolina

I MOVE:

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

3/9/2018

MARGARET L BAILEY

DORCHESTER COUNTY

REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

***** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE *****

***** ELECTRONICALLY RECORDED DOCUMENT *****

Instrument #:	2017023179		
Receipt Number:	31019	**Return To:**	
Recorded As:	EREC-ASSIGNMENT		
Recorded On:	August 28, 2017		
Recorded At:	09:34:16 AM	**Received From:**	SIMPLIFILE
Recorded By:	CB	**Parties:**	
Book/Page:	RB 10971: 77 - 79		Direct- BRUCE, NELSON L
Total Pages:	3		Indirect- BANK OF AMERICA NA

FILED - RECORDED
2017 MAR 23 AM 10: 10
CHERYL C. POWELL
CLERK OF COURT
DORCHESTER COUNTY

***** EXAMINED AND CHARGED AS FOLLOWS *****

Recording Fee:	$7.00
Tax Charge:	$0.00

Margaret Bailey

Margaret Bailey - Register of Deeds

RETURN TO:
C. R. Hall
Carrington Mortgage Services
1600 S. Douglass Road, Suite #200-A
Anaheim, CA 92806

ASSIGNMENT OF MORTGAGE

Send Any Notices To Assignee.

For Valuable Consideration, the undersigned, **BANK OF AMERICA, N.A., SBM TO BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP 1800 Tapo Canyon Rd., Simi Valley , CA 93063 (Assignor)** by these presents does assign, and set over, without recourse, to **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWICH MORTGAGE LOAN TRUST C 1600 South Douglass Road, Suite #200-A, Anaheim, CA 92806 (Assignee)** the described mortgage with all interest, all liens, any rights due or to become due thereon, executed by **NELSON L BRUCE, A SINGLE PERSON** to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS) AS NOMINEE FOR COUNTRYWIDE BANK, FSB ITS SUCCESSORS AND ASSIGNS. **Said mortgage Dated: 3/30/2009 is recorded in the State of SC, County of Dorchester on 4/1/2009, as Book 7005 Page 309 AMOUNT: $ 161,385.00** Property Address: 144 PAVILION STREET, SUMMERVILLE, SC, 29483

IN WITNESS WHEREOF, the undersigned corporation/trust has caused this instrument to be executed by its proper officer. Executed on: MAY 17 2017

BANK OF AMERICA, N.A., SBM TO BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING LP BY CARRINGTON MORTGAGE SERVICES, LLC, AS ATTORNEY-IN-FACT

By: _____
Chris Lechtanski, AVP of Default

_____
Witness: Tamara Romero

[redacted]
BRUCE OFG6 *[redacted]*

_____
Witness: Erica Lopez

[redacted] MIN [redacted] MERS Phone 888-679-6377
SC Dorchester CMS/AOM/2017-1BANA

RETURN TO:
C. R. Hall
Carrington Mortgage Services
1600 S. Douglass Road, Suite #200-A
Anaheim, CA 92806

ASSIGNMENT OF MORTGAGE

Send Any Notices To Assignee.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On MAY 17 2017 before me, Judit Saucedo, Notary Public, personally appeared Chris Lechtanski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary public, Judit Saucedo
My commission expires: MAY 21 2017

JUDIT SAUCEDO
COMM. # 2185156
NOTARY PUBLIC • CALIFORNIA
ORANGE COUNTY
Comm. Exp. MARCH 27, 2021

[redacted] MIN [redacted] MERS Phone 888-679-6377
SC Dorchester CMS/AOM/2017-1BANA

STATE OF SOUTH CAROLINA FILED - RECORDED IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER 2018 MAR 23 AM 10:11 C/A NO.: 2016-CP-18-01678

Bank of America N.A.,

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

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 09 day of March 2018, he/she served a copy of the Motion and Order to Substitute Plaintiff 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.

Pleading: Motion and Order to Substitute Plaintiff

Parties Served:

H. Guyton Murrell, Esq.
Tracey C. Easton, Esq.
Attorneys for SC Housing Corp. and South Carolina Housing Trust Fund
300-C Outlet Pointe Blvd.
Columbia, SC 29210

Nelson L. Bruce
C/o PMB
1605 Central Ave., Ste. 6 #167
Summerville, SC 29483

Aubrey E. Fox
Paralegal
Albertelli Law

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS
1st Judicial

FILED - RECORDED
2018 MAR 23 AM 10: 11
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Bank of America, N.A.,

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).

CASE NO.: 2016-CP-18-01678

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Attorney for Plaintiff:	Attorney for Defendant(s):
William S. Koehler, Bar No. 74935 1201 Main Street, Suite 1450 Columbia, SC 29201 Phone: (803)828-0880 Fax: (803) 828-0881 Email: wkoehler@alaw.net	H. Guyton Murrell, Esq. Tracey C. Easton, Esq. Nelson L. Bruce

☐**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.

William S Koehler — 3/9/18
Signature of Attorney for ☒ Plaintiff/ ☐Defendant — Date Submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $25.00
☐ 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, SCRCP)
☐ 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: _____

CLERK'S VERIFICATION

Collected by: _____ Date filed: _____
☐MOTION FEE COLLECTED: $ _____
☐CONTESTED – AMOUNT DUE: $ _____

ELECTRONICALLY FILED - 2020 Apr 22 8:44 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

STATE OF SOUTH CAROLINA COUNTY OF DORCHESTER 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). 17-004206	IN THE COURT OF COMMON PLEAS C/A NO.: 2016-CP-18-01678 **ORDER**

This matter came before the Court for a hearing on eight motions on March 12, 2020. The Defendant Nelson L. Bruce ("Defendant") appeared, and William S. Koehler, Esq., appeared on behalf of Plaintiff. The Defendant had filed seven of the 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 and Motion/Stay Proceedings. Plaintiff had filed a Motion to Dismiss Defendant's Counterclaims and to refer the case to the Master in Equity.

DEFENDANT'S MOTIONS

With the exception of his Amended Motion for Pre-Trial Discovery, Defendant failed to pay the $25.00 filing fee for any of his motions. When questioned by the Court on this issue, Defendant stated that he did not believe that he is required to pay motion filing fees. Defendant further asserted that he would want to know how the County uses the proceeds from the motion

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filing fees before he would agree to pay the fees. Defendant offered no other explanation for his failure to pay the filing fees.

S.C. CODE § 8-21-320 generally requires that a $25.00 filing fee be collected for every motion filed in the Court of Common Pleas. Defendant has not demonstrated any reason why he should be exempt from the general requirement imposed by state law.

Therefore, Defendant's Motion to Dismiss, Motion to Vacate the Court's March 23, 2018 Order, Motion to Dismiss the Court's September 25, 2017 Order, Motion to Vacate the Court's September 15, 2017 Order, Motion for Temporary Restraining Order and his Motion to Stay Proceedings are hereby dismissed without prejudice. Defendant may re-file the motions provided he pays the associated fee with each motion.

At hearing, Defendant informed the Court that he did not wish to proceed with the Amended Motion for Pre-trial Discovery at that hearing, so no action was taken on that motion. Defendant's Amended Motion for Pre-Trial Discovery is therefore continued.

PLAINTIFF'S MOTION TO DISMISS

Following the disposition of Defendant's motions, Plaintiff argued its Motion to Dismiss Plaintiff's Counterclaims.

"[A] ruling on a motion to dismiss under Rule 12(b)(6), SCRCP, must be based solely on the allegations contained in the complaint." Chewning v. Ford Motor Co., 346 S.C. 28, 32, 550 S.E.2d 584, 586 (Ct. App. 2001) citing Baird v. Charleston County, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999). "'Viewing the evidence in favor of the [non-moving party], the motion must be granted if facts alleged in the complaint and inferences reasonably deductible therefrom do not entitle the plaintiff to relief ...'" Chewning v. Ford Motor Co., 346 S.C. 28, 32, 550 S.E.2d 584,

ELECTRONICALLY FILED - 2020 Apr 22 8:44 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

586 (Ct. App. 2001) citing Jarrell v. Petoseed Co., 331 S.C. 207, 209, 500 S.E.2d 793, 794 (Ct. App. 1998).

Additionally, the well settled rule is that *facts,* and not *legal conclusions,* must be stated in pleadings... Lowry v. Jackson, 27 S.C. 318, 323, 3 S.E. 473, 477 (1887). In reviewing the pleadings the Court is "not bound to accept as true a legal conclusion couched as a factual allegation." Builder Mart of Am., Inc. v. First Union Corp., 349 S.C. 500, 512, 563 S.E.2d 352, 358 (Ct. App. 2002) *citing* Papasan v. Allain, 478 U.S. 265, 286, 106 S. Ct. 2932, 2944, 92 L. Ed. 2d 209 (1986).

Defendant filed his Amended Response and Countersuit on September 23, 2017. The Caption to his Amended Response appears to identify counterclaims against the Plaintiff for libel, slander, constructive fraud, violation of the Fair Debt Collection Practices Act, and a violation of TILA (presumably the Truth in Lending Act).

Defendant's Counterclaims for Libel and Slander

The Defendant lists counterclaims for Libel and Slander in the caption of his Amended Response and Countersuit. Further, in the body of his response, Defendant states that "the state of South Carolina has laws against libel and slander, and I bring forth my claim for such..."

Under South Carolina law, "[t]he tort of defamation allows a plaintiff to recover for injury to her reputation as the result of the defendant's communication to others of a false message about the plaintiff. Slander is a spoken defamation while libel is a written defamation or one accompanied by actions or conduct." Holtzscheiter v. Thomson Newspapers, Inc., 332 S.C. 502 (1998). To recover on a defamation claim, a claimant must establish 1) a false and defamatory statement was made; 2) the unprivileged publication of the statement was made to a third-party;

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3) the publisher of the statement was at fault and 4) the statement is actionable. Fountain v. First Reliance Bank, 398 S.C. 434 730 S.E.2d 205 (2012).

Defendant's pleadings do not allege any specific spoken defamatory statement made by the Plaintiff or any publication of statement to third parties. Therefore his claim for slander must be dismissed.

Further, Defendant's pleadings do not identify any specific libelous statements beyond what he refers to as "information on this public record." The Court is unable to determine from the pleadings what libelous statements Plaintiff could be referring to unless the Defendant is referring to the filing of the pleadings in this action. To the extent that the libelous statements to which Defendant refers are contained within the *Lis Pendens*, Summons and Complaint, or any other filed pleadings in this matter, Defendant's claim must be dismissed. The filing of those pleadings are absolutely privileged under South Carolina law and cannot be considered to be libelous:

> South Carolina has long recognized that relevant pleadings, even if defamatory, are absolutely privileged. McKesson & Robbins v. Newsome, 206 S.C. 269, 33 S.E.2d 585 (1945); Texas Co. v. C.W. Brewer & Co., 180 S.C. 325, 185 S.E. 623 (1936); Rodgers v. Wise, 193 S.C. 5, 7 S.E.2d 517 (1940); Sanders v. Rollinson, 33 S.C. Law (2 Strob.) 447 (1848) (stating an action for slander based on a defamatory affidavit was a non-suit; the proper attack is under malicious prosecution); *accord* Lone v. Brown, 199 N.J.Super. 420, 489 A.2d 1192, 1195 (App.Div.1985) ("It is well established that statements, written or oral, made by judges, attorneys, witnesses, parties or jurors in the course of judicial proceedings, which have some relation thereto, are absolutely privileged from slander or defamation actions, even if the statements are made with malice."); Kropp v. Prather, 526 S.W.2d 283, 286 (Tex.Civ.App.1975) ("Any communication, oral or written, uttered *24 or published in the due course of a judicial proceeding is absolutely privileged and cannot form the basis for a cause of action in libel or slander.").
>
> Pond Place Partners, Inc. v. Poole, 351 S.C. 1, 23–24, 567 S.E.2d 881, 893 (Ct. App. 2002)

Therefore, it is appropriate to dismiss Defendant's Counterclaims for Libel and Slander.

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Constructive Fraud

Defendant includes Constructive Fraud in its caption as a counterclaim. To establish constructive fraud, all elements of actual fraud except the element of intent must be established...In order to prove actual fraud, the following elements must be shown: (1) a representation; (2) its falsity; (3) its materiality; (4) either knowledge of its falsity or a reckless disregard of its truth or falsity; (5) intent that the representation be acted upon; (6) the hearer's ignorance of its falsity; (7) the hearer's reliance on its truth; (8) the hearer's right to rely thereon; and (9) the hearer's consequent and proximate injury." Pitts v. Jackson Nat. Life Ins. Co., 352 S.C. 219, 333 (Ct.App. 1993). A complaint is fatally defective if it fails to allege all nine elements of fraud. Where the Complaint omits allegations on any element of fraud, the trial court should grant a motion to dismiss. Id.

Defendant's pleadings fail to specify what false representations the Plaintiff has made and, among other things, how the Defendant would have relied on the truth of these allegedly false representations to his detriment. Defendant has therefore failed to plead a cause of action for Constructive Fraud and this counterclaim must be dismissed.

Violation of the Fair Debt Collection Practices Act

Defendant's Amended Response appears to assert that Plaintiff has violated the Fair Debt Collection Practices Act (FDCPA), but Defendant has not pleaded sufficient facts to support that claim.

The FDCPA only applies to debt collectors. Assuming Plaintiff is collecting a debt, Plaintiff is the holder of the Note and the legal title owner of the Mortgage, so it is not collecting

ELECTRONICALLY FILED - 2020 Apr 22 8:44 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

the debt of another. As the U.S. Supreme Court has stated, "you have to attempt to collect debts owed *another* before you can ever qualify as a debt collector." Henson v. Santander Consumer USA Inc., 137 S. Ct. 1718, 1724, 198 L. Ed. 2d 177 (2017) (Emphasis in original.)

Further, Plaintiff's foreclosure action with a waiver of deficiency is not collection of a debt. It has waived deficiency and is seeking only to foreclose its security interest in the property. Enforcing a security interest in real estate is not the collection of a debt. The FDCPA is designed

Conspiracy

Defendant Response purports to assert a counterclaim for Conspiracy. "A civil conspiracy consists of three elements: (1) A combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes the plaintiff special damages" Hammond v. Butler, Means, Evins & Brown, 300 S.C. 458, 463, 388 S.E.2d 796, 798 (1990). Defendant has not alleged facts to support any of the elements. In his claim he states "the opposing parties". There are no opposing parties, only the Plaintiff. There is no combination of two or more persons, which is an essential element of the cause of action.

Defendant has not pleaded facts showing any parties have come together for the purpose of injuring Plaintiff. Additionally, Defendant has not pleaded special damages. Rule 9(g), SCRCP, requires "when items of special damage are claimed, they shall be specifically stated." In AJG Holdings LLC v. Dunn, the Court of Appeals stated, "To prove special damages, [claimaints] had to show that the acts in furtherance of the conspiracy were separate and independent from other wrongful acts alleged in the complaint. *See* Todd v. S.C. Farm Bureau Mut. Ins. Co., 276 S.C. 284, 293, 278 S.E.2d 607, 611 (1981). Special damages must be properly pled, or the claim for civil conspiracy will be dismissed. Hackworth v. Greywood at Hammett, LLC, 385 S.C. 110,

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115–16, 682 S.E.2d 871, 875 (Ct.App.2009); *see also* Rule 9(g), SCRCP (requiring special damages to be specifically stated in the pleadings). AJG Holdings LLC v. Dunn, 392 S.C. 160, 167–68, 708 S.E.2d 218, 222–23 (Ct. App. 2011), aff'd, 410 S.C. 346, 764 S.E.2d 912 (2014)

The AJG Court cited the Hackworth case, which makes it clear that dismissal is appropriate when special damages are not properly pleaded. The Defendant's claims for conspiracy should be dismissed.

TILA

Defendant has included a counterclaim for "Violation of TILA" in the caption of his Amended Response. The reference would appear to be to the Truth in Lending Act. However, Defendant has not pleaded any specific facts related to a violation of this act. Therefore, the Defendant's Counterclaim must be dismissed.

PLAINTIFF'S MOTION TO REFER

In relevant part Rule 53(b) provides: "In an action ... for foreclosure, some or all of the causes of action in a case may be referred to a master." Rule 71 (a) adds: "Actions to foreclose liens or obtain partition of real property shall be tried by the court, and shall ordinarily be referred to a master pursuant to Rule 53."

Defendant has sought a jury trial. "A mortgage foreclosure is an action in equity." U.S. Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364, 373, 684 S.E.2d 199, 204 (Ct. App. 2009). "Generally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable; there is no right to trial by jury for equitable actions." Lester v. Dawson, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997).

ELECTRONICALLY FILED - 2020 Apr 22 8:44 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

This foreclosure action is proper to be referred, and Defendant does not have a right to a jury trial.

IT IS THEREFORE ORDERED

1. Defendant's Motion to Dismiss, Motion to Vacate the Court's March 23, 2018 Order, Motion to Dismiss the Court's September 25, 2017 Order, Motion to Vacate the Court's September 15, 2017 Order, Motion for Temporary Restraining Order and his Motion to Stay Proceedings are hereby DISMISSED for failure to pay the required motion fees.
2. Defendant's Amended Motion for Pre-Trial Discovery is hereby CONTINUED.
3. Plaintiff's Motion to Dismiss Defendant's Counterclaims is GRANTED, and the Defendant's Counterclaims are DISMISSED; and
4. This matter is referred to The Honorable James E. Chellis as Master in Equity for Dorchester County.

AND IT IS SO ORDERED.

[Judge's Signature Page to Follow]

ELECTRONICALLY FILED - 2020 Apr 22 8:44 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

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/Other

This Order is Hereby GRANTED!

S/ Diane S. Goodstein (2112)

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other

☐ **ACTION STRICKEN** (*CHECK REASON*): ☐ Rule 40(j), SCRCP; ☐ 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:

A certified copy of the Order filed April 22, 2020 was mailed on May 1, 2020 via first class mail to Mr. Nelson L. Bruce at his last known address of 144 Pavillion Street, 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 05/01/2020 .

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

ELECTRONICALLY FILED - 2020 May 01 8:48 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

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.

ELECTRONICALLY FILED - 2020 May 01 8:48 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

ELECTRONICALLY FILED - 2020 May 01 8:48 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

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

Certificate of Electronic Notification

Recipients
William Koehler - Notification transmitted on 05-01-2020 08:48:56 AM.
Tracey Easton - Notification transmitted on 05-01-2020 08:48:56 AM.

ELECTRONICALLY FILED - 2020 May 01 8:48 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

ELECTRONICALLY FILED - 2020 May 01 8:48 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

****** IMPORTANT NOTICE - READ THIS INFORMATION *****

NOTICE OF ELECTRONIC FILING [NEF]

-

A filing has been submitted to the court RE: 2016CP1801678

Official File Stamp:	05-01-2020 08:48:50 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:	Form 4/Proof of Mailing Form 4/Proof of Mailing
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 NUMBER 2016CP1801678

Wilmington Savings Fund Society FSB as Trustee of Stanwich M		**Nelson L Bruce** **Charleston Area CDC** **Capital Return Investments LLC**	**South Carolina Housing Trust Fund** **SC Housing Corp** **Reminisce Homeowners Association Inc**

PLAINTIFF(S) **DEFENDANT(S)**

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

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. ☐ See Page 2 for additional information.

☐ **ACTION DISMISSED (*CHECK REASON*):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____

☐ **ACTION STRICKEN (*CHECK REASON*):** ☐ Rule 40(j) SCRCP; ☐ 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: **Pursuant to this Court's authority under Rule 59(f) SCRC, the Defendant's Motion to Reconsider is dismissed without oral argument and determined upon the pleadings on file. I find that all arguments properly raised to the Court have already been ruled upon and this Court will not consider further arguments on the matter. This matter is now returned to the Master-in-Equity's court for a final determination of the matter.**

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk.
Note: Title abstractors and researchers should refer to the official court order for judgment details.
E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

CPFORM4Cm
SCCA SCRCP Form 4C (Revised 2/17)

Diane S. Goodstein, Circuit Court Judge | 2112 Judge Code | 7-7-2020 Date

For Clerk of Court Office Use Only

This judgment was entered on 7/8/2020, and a copy mailed first class or placed in the appropriate attorney's box on 7/8/2020, to attorneys of record or to parties (when appearing pro se) as follows:

William S. Koehler 1201 Main Street Suite 1450 Columbia, SC 29201

Tracey C. Easton 300-C Outlet Pointe Blvd. Columbia, SC 29210
Nelson L Bruce 144 Pavilion Street Summerville, SC 29483

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Cheryl Graham

Court Reporter

Cheryl Graham - Clerk of Court

Court Reporter:

E-Filing Note: In E-Filing counties, 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 judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRCP.

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

CC: Master in Equity via email 7/8/2020 KH

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER)

BANK OF AMERICA, N.A.,)
Plaintiff(s))

vs.)

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

CIVIL ACTION COVERSHEET

16-CP-18-678

Submitted By: Robert P. Davis (SC Bar #74030), Andrew W. Montgomery (SC Bar #79893); John J. Hearn (SC Bar # 6635); Kevin T. Brown (SC Bar # 064236); Jason D. Wyman (SC Bar # 100271); Andrew M. Wilson (SC Bar # 72553)
Attorneys for the Plaintiff
015262-02421

Rogers Townsend & Thomas, PC
100 Executive Center Drive, Suite 201
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444
(803) 343-7013 - Fax
info@rtt-law.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filed out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

FILED
2016 AUG 19 PM 12:27
CHARLESTON COUNTY

DOCKETING INFORMATION ***(Check all that apply)***
If Action is Judgment/Settlement do not complete

- ☐ **JURY TRIAL** demanded in complaint. ☒ **NON-JURY TRIAL** demanded in complaint.
- ☐ This case is subject to **ARBITRATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to **MEDIATION** pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts	Torts - Professional Malpractice	Torts – Personal Injury	Real Property
☐ Constructions (100)	☐ Dental Malpractice (200)	☐ Conversion (310)	☐ Claim & Delivery (400)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Motor Vehicle Accident (320)	☐ Condemnation (410)
☐ General (130)	☐ Medical Malpractice (220)	☐ Premises Liability (330)	☒ Foreclosure (420)
☐ Breach of Contract (140)	Previous Notice of Intent Case #	☐ Products Liability (340)	☐ Mechanic's Lien (430)
☐ Fraud/Bad Faith (150)	20___-NI-_____-_____	☐ Personal Injury (350)	☐ Partition (440)
☐ Failure to Deliver Warranty(160)	☐ Notice/File Med Mal (230)	☐ Wrongful Death (360)	☐ Possession (450)
☐ Employment Discrim (170)	☐ Other (299)	☐ Assault/Battery (370)	☐ Building Code Violation (460)
☐ Employment (180)		☐ Slander/Libel (380)	☐ Other (499)
☐ Other (199)		☐ Other (399)	

Inmate Petitions	Administrative Law/Relief	Judgments/Settlements	Appeals
☐ PCR (500)	☐ Reinstate Drv. License (800)	☐ Death Settlement (700)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Judicial Review (810)	☐ Foreign Judgment (710)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Relief (820)	☐ Magistrate's Judgment (720)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Permanent Injunction (830)	☐ Minor Settlement (730)	☐ Municipal (930)
	☐ Forfeiture-Petition (840)	☐ Transcript Judgment (740)	☐ Probate Court (940)
	☐ Forfeiture-Consent Order (850)	☐ Lis Pendens (750)	☐ SCDOT (950)
	☐ Other (899)	☐ Transfer of Structured Settlement Payment Rights Application (760)	☐ Worker's Comp (960)
			☐ Zoning Board (970)
			☐ Public Service Commission (990)
		☐ Confession of Judgment (770)	☐ Employment Security Comm (991)
		☐ Petition for Workers Compensation Settlement Approval (780)	☐ Other (999)
		☐ Other (799)	

Special/Complex/Other	
☐ Environmental (600)	☐ Pharmaceuticals (630)
☐ Automobile Arb. (610)	☐ Unfair Trade Practices (640)
☐ Medical (620)	☐ Out of State Depositions (650)
☐ Other (699)	☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510)	
☐ Permanent Restraining Order (680)	☐ Pre-suit Discovery (670)

Submitting Party Signature: _____ **Date:** 8-18-16

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order Dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code § 15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

    a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

    b. Requests for temporary relief;

    c. Appeals;

    d. Post Conviction relief matters;

    e. Contempt of Court proceedings;

    f. Forfeiture proceedings brought by governmental entities;

    g. Mortgage foreclosures; and

    h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

015262-02421

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA	)	IN THE CIRCUIT COURT FOR THE
	)	FIRST
DORCHESTER COUNTY	)	JUDICIAL CIRCUIT
	)	
BANK OF AMERICA, N.A.,	)	
Plaintiff	)	
	)	CERTIFICATE OF EXEMPTION
vs.	)	FROM ADR
	)	
Nelson L. Bruce; South Carolina Housing Trust Fund; Charleston Area CDC; SC Housing Corp.; Capital Return Investments, LLC; Reminisce Homeowners Association, Inc.; Defendant.	)	DOCKET NO. 16-CP-18-1678

I certify that this action is exempt from ADR because:

- ☐ this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus of prohibition;
- ☐ this action is appellate in nature;
- ☐ this is a post-conviction relief matter;
- ☐ this is a contempt of court proceeding;
- ☐ this is forfeiture proceeding brought by the State;
- ☑ this is a case involving a mortgage foreclosure; or
- ☐ the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.

2016 AUG 19 PM 12:28
DORCHESTER COUNTY

Plaintiff/Attorney(s) for Plaintiff(s)

Robert P. Davis (SC Bar #74080), Robert.Davis@rtt-law.com
Andrew W. Montgomery (SC Bar #79893), Andrew.Montgomery@rtt-law.com
John J. Hearn (SC Bar # 6635), John.Hearn@rtt-law.com
Kevin T. Brown (SC Bar # 064236), Kevin.Brown@rtt-law.com
Jason D. Wyman (SC Bar # 100271), Jason.Wyman@rtt-law.com
Andrew M. Wilson, (SC Bar# 72553), Andrew.Wilson@rtt-law.com
Rogers Townsend & Thomas, PC
100 Executive Center Drive, Suite 201
Post Office Box 100200
Columbia, SC 29202
(803) 744-4444

Defendant/Attorney(s) for Defendant(s)

Date: August 17, 2016

015262-02421

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS

DOCKET NO. 16-CP-18-1078

BANK OF AMERICA, N.A.,

Plaintiff,

v.

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

Defendant(s).

SUMMONS
(NON-JURY)
FORECLOSURE OF REAL ESTATE MORTGAGE
Deficiency Judgment Waived

2016 AUG 19 PM 12:27

(015262-02421)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 100 Executive Center Drive, Suite 201, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that the Court may issue a general order of reference of this action to a master in equity/special referee, pursuant to Rule 53, of the South Carolina Rules of Civil Procedure.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you

fail to do so, application for such appointment will be made by BANK OF AMERICA, N.A..

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030), Robert.Davis@rtt-law.com
Andrew W. Montgomery (SC Bar #79893), Andrew.Montgomery@rtt-law.com
John T. Hearn (SC Bar # 6635), John.Hearn@rtt-law.com
Kevin T. Brown (SC Bar # 064236), Kevin.Brown@rtt-law.com
Jason D. Wyman (SC Bar # 100271), Jason.Wyman@rtt-law.com
Andrew M. Wilson (SC Bar# 72553), Andrew.Wilson@rtt-law.com

100 Executive Center Drive, Suite 201
Columbia, SC 29210

Post Office Box 100200(29202)
(803) 744-4444

Columbia, South Carolina
August 17, 2016

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

BANK OF AMERICA, N.A.,

Plaintiff,

v.

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

Defendant(s).

(015262-02421)

IN THE COURT OF COMMON PLEAS

DOCKET NO. 16-CP-18-1678

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE MORTGAGE
Deficiency Judgment Waived

FILED
2016 AUG 19 PM 12:27
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Dorchester County, South Carolina.

2. Pursuant to S.C. Code Section 33-15-101(b)(8) Plaintiff is a corporation or other legal entity collecting debts and / or enforcing mortgages, security interests or other rights in property securing debts.

3. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

4. The Plaintiff's servicing agent for the mortgage loan described in this foreclosure action is participating in the Home Affordable Modification Program ("HMP"), but the subject loan is not eligible for modification because the loan is a Federal Housing Administration loan which is not eligible for HMP as contemplated under the Administrative Order issued by the Supreme Court of South Carolina on May 22, 2009.

5. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.

6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.

7. Heretofore, on or about March 30, 2009, Nelson L. Bruce made, executed and delivered a certain Fixed Rate Note ("Note") in the principal sum of $161,385.00, payable in monthly installments. Subsequently Nelson L. Bruce executed an amended an restated note in the principal sum of $178,712.73 on February 22, 2013.

8. In order to secure the payment of the Note according to the terms and conditions thereof, Nelson L. Bruce made, executed and delivered unto Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Bank, FSB, its successors and assigns a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

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.

This being the same piece of property conveyed to Nelson L. Bruce by deed of Beazer Homes Corp. dated March 16, 2009 and recorded April 1, 2009 in Book 7005 at page 304 in the Register of Deeds Office for Dorchester County.

Property Address: 144 Pavilion Street
Summerville, SC 29483-8444

TMS# 135-02-08-033.000

9. The Mortgage was signed, witnessed and probated March 30, 2009; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Dorchester County on April 1, 2009, in Mortgage Book 7005 at Page 309. This mortgage was assigned to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment dated September 2, 2011 and recorded September 16, 2011 in Book 8012 at Page 142. Subject to a loan modification agreement dated February 9, 2013.

10. The Mortgage evidences and secures the repayment of money advanced

by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a Purchase Money First lien on the mortgaged premises.

11. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for August 1, 2015, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of August 1, 2015, the principal sum of $170,312.65, with interest from July 1, 2015, advances, late charges, and also for the costs and disbursements of this action, including attorney's fees.

12. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

13. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

14. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

15. Pursuant to the terms of the Mortgage and applicable state law, Plaintiff requests the mortgage be foreclosed and that the property be sold at public auction in accordance with law, subject to any liens for taxes, special assessments of record against such property, and existing easements or restrictions of record.

16. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. South Carolina Housing Trust Fund, by virtue of a mortgage given by Nelson L. Bruce in the amount of $6,801.10, dated March 30, 2009, and recorded April 1, 2009 in Book 7005 at Page 320 Also including any other liens they may have.

B. Charleston Area CDC, by virtue of a mortgage given by Nelson L. Bruce in the amount of $10,000.00, dated March 30, 2009, and recorded April 1, 2009 in Book 7005 at Page 326 Also including any other liens they may have.

C. SC Housing Corp., by virtue of a mortgage given by Nelson L. Bruce in the amount of $36,000.00, dated July 8, 2013, and recorded July 23, 2013 in Book 8923 at Page 120 Also including any other liens they may have.

D. Capital Return Investments, LLC, by virtue of a mechanic's lien against Nelson L. Bruce in the amount of $18,857.00, dated February 9, 2016 and recorded on February 10, 2016 in Book 21 at Page 8 Also including any other liens they may have.

E. Reminisce Homeowners Association, Inc. by virtue of any lien enforceable assessments claimed as provided for in the Declaration of Covenants, Conditions, and Restrictions recorded herein, and any amendments thereto. Also including any other liens they may have.

WHEREFORE, having fully set forth its Complaint, Plaintiff prays that this Honorable Court inquire into the matters as set forth herein and:

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a Purchase Money First lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

(4) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

First, to the costs and expenses of the within action and sale;

Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(6) Issue an order directing the Sheriff of Dorchester County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the same become necessary;

(7) Order such other and further relief as may be just and proper.

Rogers Townsend & Thomas, PC
ATTORNEYS FOR PLAINTIFF
Robert P. Davis (SC Bar #74030), Robert.Davis@rtt-law.com
Andrew W. Montgomery (SC Bar #79893), Andrew.Montgomery@rtt-law.com
John J. Hearn (SC Bar # 6635), John.Hearn@rtt-law.com
Kevin T. Brown (SC Bar # 064236), Kevin.Brown@rtt-law.com
Jason D. Wyman (SC Bar # 100271), Jason.Wyman@rtt-law.com
Andrew M. Wilson (SC Bar# 72553), Andrew.Wilson@rtt-law.com

100 Executive Center Drive, Suite 201
Columbia, SC 29210

Post Office Box 100200(29202)
(803) 744-4444

Columbia, South Carolina
August 17, 2016

FILED - RECORDED
IN THE COURT OF COMMON PLEAS COURT OF DORCHESTER COUNTY
IN AND FOR THE REPUBLIC OF SOUTH CAROLINA
2017 SEP 25 AM 11:27
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

BANK OF AMERICA, N.A., ect. all

Plaintiff(s),

Vs.

NELSON L BRUCE; ect. all

Defendants(s)

Case NO. 16-CP-18-1678

AMENDED:

Response and Countersuit, Jury Trial Demand, Monetary Damages Demand, Libel, Slander, and Constructive Fraud, Non-Limited Jurisdiction, Injunction Demand, VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT CLAIM, Violation of Debt Demand, Violation of TILA

I. **An Affidavit: "My Statement of claim**.....

1. I Nelson L Bruce a natural man of the age of majority am the beneficial owner of The Equitable Cestui Que Trust, and as such I claim to have firsthand knowledge of the information contained herein, and or direct knowledge of the facts stated herein.

2. A company has filed a lawsuit against me, and has failed to properly serve the lawsuit on my person and/or my representative which is a violation of my due process rights and I object to and ask that their claims be dismissed immediately with prejudice, as the opposing party are students of law, learning individuals, familiar with the rules and procedures and have failed to follow them knowingly, intentionally and deliberately. (Please note that all of my claims against the opposing party are said to be done knowingly and intentionally and deliberately with wanton disregard to due process, my rights, and the law.)

3. I however am not a student of law!

4. I am not familiar with the rules of the court, however, I am familiar with my right to have the rules suspended, and to have all of my presentments construed liberally, and I do herby elect to exercise that right and request rules be suspended.

II. **Lack of standing**

5. BANK OF AMERICA, N.A. is unlawfully appearing on my credit report and they have failed to serve me properly with a lawsuit. BANK OF AMERICA, N.A. has a reputation of filing thousands of collection lawsuits each year against consumers such as myself. BANK OF AMERICA, N.A. has the practice of hiring a local collection attorney to file their lawsuits, which calls into question their ability to act as a debt collector of the state of South Carolina.

6. BANK OF AMERICA, N.A. will rely on witness testimony in a "business record Affidavit" when trying to prove their case against consumers such as myself. I herby categorically admit and/or deny the following in regards to the Plaintiffs allegations.

1. Answering paragraph ___1___, Defendant admits the allegations thereof, and alleges that:
   Plaintiff and their attorney(s) lacks standing to foreclose. They do not have subject matter jurisdiction. Neither are they the real parties in interest (*see motion to dismiss filed on April 3, 2017 and the attached documents with it, Exhibits A-D, Exhibit - E "Notice of Rescission," Supporting Letter to motion to dismiss).*

2. Answering paragraphs ___2___ Defendant admits the allegations thereof.

3. Answering paragraph ___3___, Defendant denies the allegations thereof, and alleges that:
   Plaintiff has filed or produced no such evidence at the time of the initial filing nor at the entry of this filing proving they are the true holders in due course of the original instruments (Note(s)) baring the Defendants wet ink signature.

4. Answering paragraph ___4___, Defendant admits to the allegations that:
   Plaintiff is participating in the Home Affordable Modification Program but is without sufficient knowledge or information to form a belief as to the truth of the allegations of the loan not being eligible for a modification based off of an administrative order from the supreme court 2009 and therefore denies them.

5. Answering paragraph ___5___, Defendant admits the allegations thereof.

6. Answering paragraph ___6___, Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations, and therefore denies them.

7. Answering paragraph ___7___, Defendant admits the allegations thereof, and alleges That:
   Plaintiff took advantage of Defendant because of his situation and persuaded him to sign a modification and a re-instated note based off the alleged fact that the mortgage was lawfully transferred over to the Defendant and the Plaintiff had legal ownership of the mortgage servicing rights and the original note baring his wet ink signature and acting as if they were the lender.

8. Answering paragraph ___8___, Defendant admits the allegations thereof.

9. Answering paragraph 9, Defendant denies the allegations thereof, and alleges that:
Plaintiff intentionally provided a fraudulent assignment of the mortgage to try to Foreclose on the Defendant around June 4, 2012 and to persuade the Defendant to sign a mortgage modification and create a new "Note" based on the allegations that they had standing and lawfully transferred ownership of the mortgage 2 years after the initial closing to have authority to modify the alleged loan. Also at the time of the first foreclosure proceeding done around June of 2012, the Plaintiff alleged that they were Foreclosing on behalf of their selves and had not produced any evidence into the court at the time of filing the lawsuit showing they were the true parties with equitable interest. Plaintiff is also stating that they allegedly purchased the actual loan but Defendant alleges that the Plaintiff only purchased the servicing rights in 2009 because the loan had already been securitized and the investors would be the only ones who could make a valid claim which would make the foreclosure proceeding commenced in June of 2012 under *Case No. 2012-CP-18-1396* a wrongful foreclosure action as well since they could not have standing as shown in (Exhibit – C) nor could they be the true parties at interest.

10. Answering paragraph 10, Defendant denies the allegations thereof, and alleges that:
The "Note" Evidences and secures the payment of money of which the Plaintiff has not provided verifiable proof that they are the holders in due course of, and in fact have sent Plaintiff 3-4 altered copy versions of the "Original Note(s)" stating it is a copy of the original and at the same time also state in their correspondence letter, the Plaintiff would have to retain the original which obligates the Defendant to make "any payments" on the alleged loan (see Exhibit - F) therefore the Plaintiff never validated and verified under firsthand knowledge signed under penalty of perjury as requested that they have or ever had in their possession the "Original Note(s)" baring the Defendants wet ink signature and have since July of 2015 avoided every request to provide and produce sufficient evidence that they hold the real "original note(s)" baring the Defendants wet Ink signature. These are the reasons the defendant Demands that the original note(s) be produced, not copies of copies.

11. Answering paragraph 11, Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations, and therefore denies them.

12. Answering paragraph 12, Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations, and therefore denies them.

13. Answering paragraph 13 and 14, Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations, and therefore denies them.

14. Answering paragraph 15, Defendant denies the allegations thereof, and alleges that:
Plaintiff lacks standing to foreclose see motion to dismiss filed on April 3, 2017 and the attached Exhibits A-D, see Supporting letter to motion to dismiss and Exhibit - E.

15. Answering paragraph 16 (A,B,C), Defendant is without sufficient knowledge or information to form a belief as to the truth of the allegations, and therefore denies them.

16. Answering paragraph 16 (D,E), Defendant admits the allegations thereof.

7. BANK OF AMERICA, N.A. intentionally refuses to recognize the validity of the defendant(s) "notice of rescission" dated November 7, 2016 which under ***12 CFR 226.23 (h)(1) Special rules for foreclosures*** gives the defendant a right of rescission in Foreclosure since the Plaintiff never provided the Defendant with the proper notices and disclosures stating he has the right to rescind/cancel the transaction nor have they supplied the defendant with the proper rescission forms as required under ***TILA (Appendix H)***. According to ***12 CFR 226.23(d)(2) Effects of rescission.*** The security interest is void and BANK OF AMERICA, N.A. had 20 calendar days from receipt of rescission to return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest, which they have failed to do and continues to ignore the fact that the Defendant has exercised his right under TILA and have given notice of rescission to the Plaintiff under **U.S.P.S. Certified Mail No. 7016 1370 0002 2233 1855** and their previous Attorney under **Certified Mail No. 7016 1370 0002 2233 1862** dated November 7th, 2016 along with a Notary Certificate of Service as required to perfect this right. BANK OF AMERICA, N.A. interest is void as stated in ***12 CFR 226.23 (d)(1)*** When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void and the consumer shall not be liable for any amount, including any finance charge. **(See Exhibit – E Notice of Rescission and Opportunity to Cure)**

8. BANK OF AMERICA, N.A. is located at 4909 SAVARESE CIRCLE FL1-908-01-47, TAMPA, FL 33634; however, this company is simply a Shell Corporation/Subsidiary. In reality, BANK OF AMERICA, N.A. is just a simple Shell Corporation owned entirely by BANK OF AMERICA CORPORATION (I hereby enjoin this body, its board, and other representatives into this matter as co-conspirators and opposing parties) whose headquarters is located in 100 N Tryon St STE 170, Charlotte, NC 28202 (Toll Free: (980) 335-3561). BANK OF AMERICA CORPORATION is one of the largest banks in

the United States that purchases debt. In 2016 alone, the company net over $4 billion in profits.

9. According to some very deceiving correspondences from Carrington Mortgage Services, LLC whose has an address of 1600 South Douglass Road, Suites 110 & 200A Anaheim, CA 92806 a party I do not know and have never done business with is alleging they are the new current servicer and have been presented with a RESPA/Debt validation request for which they have also violated my rights to due process and refuses to respond properly to my presentments. In their correspondences to me, Carrington Mortgage Services, LLC do not know who the current investor/original altered note holder is and have been making up trusts, owners, addresses, and contact information since I now have multiple addresses, owners, numbers, and trusts for which the original altered note is allegedly held in less than a 30 day period for which no one is sending an acknowledgement letter besides Carrington Mortgage Services, LLC. Alleged owners stated are Wilmington Savings Fund Society, FSB as trustee of Stanwich Mortgage Loan Trust C., Stanwich MLNT 2017-1 Class A. (I hereby enjoin these bodies, its boards, and other representatives into this matter as co-conspirators and opposing parties).

10. I do not recognize the debt claim by BANK OF AMERICA, N.A., and say that they are attempting to collect on something for which they have no actual facts, evidence, and or accurate records to support their claim.

11. I have demanded that they validate the debt, and herby place my demand for validation of debt within and incorporated into this matter.

III. DEBT VALIDATION DEMAND

12. I have the right to demand the debt be not only verified but validated, supported by the original contract, I hereby make this demand in this matter at this present time for it is my claim and my contention that such records do not exist.

13. Since the opposing party's claim is based on nonfactual information, and they have made this matter of public record by filing a claim against me, and failing to properly serve me the documentation, such a claim was filed without proper notification and has thus caused me damage, documented as follows:

    a) By placing this derogatory, incriminating, inflammatory, and wholly inaccurate information on this public record my reputation has been impacted negatively.
    b) The state of South Carolina has laws against libel and slander, and I bring forth my claim for such and incorporate into this matter deliberately, and by reference.
    c) Since the debt has not been validated, and a validation of debt has been requested on several occasions (See exhibits A-B for reference), I hereby bring to this body's

attention that the opposing party with their accomplices have violated my due process rights as well as the fair debt collections practices act.

d) For the violation of the fair debt collections practices act which says that once a dispute has been initiated, that the party making the claim of debt must suspend all debt collection activities until the debt has been validated, which would include reporting such to the credit reporting bureaus, this was not done.

e) The opposing party was asked to cease any and all communication attempts via telephone, and ignored that request on more than 20 occasions. The law provides for a penalty for each time a debt collector has violated the fair debt collections practices act communications clause, as well as their failure to provide the information required by law i.e. validation, and I bring forth my claim within the body of this matter.

14. I hereby claim that the opposing party does not have a chain of custody for the account, as the custodian of record is required to maintain, I have demanded this information in the past and they have failed to provide within a timely fashion, which precludes them from any further claims referencing the same matter.

15. It is my claim that the opposing party is barred by statute from continuing to make any further claims when they have intentionally failed to validate the debt after more than 2 years.

IV. GENERAL ALLEGATIONS

16. The BANK OF AMERICA, N.A. executed a foreclose action on plaintiff's property on (8-19-2016).

17. The Plaintiff is not the true party of interest therefore did not have nor do they currently have standing to bring a foreclosure action.

18. Plaintiff has no prior approval from the Secretary to proceed with foreclosure and no such approval statement is on record or filed in the court case therefore Plaintiff is in breach of the Mortgage/Deed of Trust.

19. The Plaintiff nor their Attorneys have subject matter jurisdiction neither are they the true parties of interest for which no affidavit has been filed validating and verifying under firsthand knowledge to any facts that they are the true holders in due course of the original note(s) or that this is a valid debt.

20. The Plaintiff failed and refuses to properly respond and/or rebut the Defendants Presentments (Affidavit, and RESPA/DEBT VALIDATION) for which they have defaulted on and therefore acquiescence by their silence. (See. Exhibits A-B)

21. The Defendant has Mortgage/Foreclosure Insurance that protects the lender in the case of a default which is documented in the deed of trust that has been paid for since the closing

of the alleged loan. The Defendant neglects and refuses to apply for the insurance as instructed. The requirements for the Mortgage/Foreclosure Insurance is for the alleged creditor/lender to have proof that there is a default and to provide valid verifiable documents and track record that would validate that they have an interest in the alleged mortgage which they do not and this is why they have not applied for the insurance.

22. There is no bona fide signature on the alleged altered promissory note(s).

23. The copy of the "ALTERED" promissory note(s) is a forgery.

24. The signatures on the altered alleged original note(s) and alleged mortgage assignment(s) have ROBO signatures.

25. The Plaintiff have no verifiable valid proof validating their purchase of this alleged loan from any previous alleged creditors/lenders nor receipts, bill of sales ect...which would validate a valid purchase and transfer of this alleged debt.

26. The alleged altered original promissory note(s) cannot be produced by Plaintiff with Defendant's name on it, said copy or copies purports to obligate defendant to pay a certain sum of money.

27. The Plaintiff bank and/or Original Lender (Countrywide Bank FSB) advertised they loan money.

28. Defendant applied for a loan of money.

29. Plaintiff and/or Original Lender (Countrywide Bank FSB) refused to loan Defendant legal tender or other depositors' money to fund the alleged bank loan cheque.

30. The Plaintiff bank and/or Original Lender misrepresented to the Defendant the elements of the alleged agreement.

31. The Plaintiff recorded the forged promissory note(s) as a loan from Defendant to the bank (Original Creditor Countrywide Bank FSB) for the first note and a loan from the Defendant to the Plaintiff for the second note.

32. The Plaintiff and/or Original Lender (Countrywide Bank FSB) used this loan to fund the alleged bank loan cheque, back to Defendant.

33. The Plaintiff and/or Original Lender (Countrywide Bank FSB) at no time loaned Defendant legal tender or other depositors' money in a certain amount or repay the unauthorized loan it recorded from Defendant to the bank.

34. Plaintiff and/or Original Lender created a contract, which was void, in that the lending officer did not have the power under the Bank Charter to loan, the Defendant credit; the contract was "ultra vires." (See Defendants Memorandum of Law)

35. Plaintiff is in violation of the usury laws in that the Plaintiff did charge interest on credit and not money. Defendant alleges that Plaintiff through their conduct have defrauded Defendant and based upon this fraud are in violation of Federal Banking Law 12 USC §24 (7) and subject to SC Code § 34-3-210 Plaintiff have irreparably damaged the Defendant by trying to depriving him of his property and inflicting serious mental and emotional damage to Defendant.

36. The Plaintiff and/or the Original Lender changed the cost and the risk of the alleged loan.

37. At all times the Plaintiff operated without Defendant's knowledge, permission, authorization, or agreement.

38. The Plaintiff and/or Original Lender bank refused to provide full disclosure of material facts of the alleged agreement, refusing to tell Defendant if the agreement was for Defendant to fund the alleged bank loan cheque or if the Plaintiff and/or Original Lender was to use the bank's legal tender or other "depositors" money to fund the bank loan cheque.

39. The Plaintiff and/or Original Lender refused to disclose whether the cheque was the consideration loaned for the alleged promissory note.

V. CONSPIRACY CLAIM:

40. As listed above the opposing parties have come together in a joint venture to deprive consumer such as myself of what is lawful due & right.

41. According to THE GOLD REPEAL ACT (otherwise known as the ACT OF JUNE 5 AND 6 1993), it is a violation of public policy for:

    a) Whereas the existing emergency has disclosed that provisions of obligations which purport to give the obligee a right to require payment... in an amount in money of the United States...every provision made with respect to **any obligation** which purports to give the **obligee a right to require payments**...in an amount in money of the United States...***IS DECLARED TO BE AGAINST PUBLIC POLICY***, and no such provisions shall be contained in or made with respect to any obligation hereafter incurred.

42. I bring forth my claim that the opposing party has violated public policy by making such a demand against and upon myself and other consumers, and therefore have no valid claim as their claim violates **PUBLIC POLICY**.

VI. MONETARY DAMAGE CLAIM

43. My claim is for monetary damages in the amount of Ten Million Dollars ($10,000,000).

44. Which Include Five Hundred Ten Thousand Dollars ($510,000) for punitive damages.

45. Six Million Four Hundred Ninety Thousand Dollars ($9,490,000) for compensatory and statutory damages.

46. Plus costs, attorney fees, and other provisions to include interest.

VII. I DO HEREBY DEMAND A JURY TRIAL

47. Because this matter was filed and no notice was properly served upon myself I do hereby file this my counterclaim and demand a jury trial, or trial by jury as it is more properly known.

48. As I brought to the court's attention, I am not a student of law. Yet I have been attacked by a group of individuals in the form of this lawsuit and/or claim of debt.

49. Because this matter involves intricate laws such as:

a) THE DEBT COLLECTIONS PRACTICES ACT
b) THE FAIR CREDIT REPORTING ACT
c) THE TRUTH IN LENDING ACT
d) THE NONJUDICIAL FORECLOSURE ACT
e) THE FEDERAL FAIR DEBT COLLECTION PROCEDURE ACT
f) THE FEDERAL HOUSING ACT
g) THE FEDERAL MORTGAGE SATISFACTION ACT
h) THE GOLD REPEAL ACT
i) THE STATE OF SOUTH CAROLINA CONSUMER PROTECTION ACT CODES AND LAWS
j) BREACH OF CONTRACT

*****It shall be noted that I incorporate each of these acts into this matter by reference, and I introduced this, my countersuit in the form of an affidavit as evidence into this matter, specifically and by reference.**

50. I Nelson L. Bruce am a competent nature person of the age of majority exorcising my due process rights and defending myself against such nonsensical, frivolous, meritless, and unsubstantiated claims by the opposing parties.

a) I have a verified account with the Social Security Administration, and the Social Security Administration maintains an account on behalf of THE CESTUI QUE TRUST of which I am the **BENEFICIAL AND EQUITABLE OWNER.**

b) The SSA form 445 is hereby granted you for the processing of payment of all fees associated with this matter with reference to my interest, as I am a party

duly authorized to grant permission with reference this form and my account, I wish to do so at this time.

50. As per statute I am indigent, unable to not only pay the filing fees, but also to afford a court admission attorney, and because the opposing party has revenue and resources greater than myself, and because it is my claim that they are not licensed to collect the debt in the state of South Carolina, and that even if they were licensed to collect the debt in the state of South Carolina they have violated the law, are doing so and are entitled to a dismissal of their claims with prejudice, only.

I so hereby attest, affirm, ascribe, and declare that I have firsthand knowledge of the information presented herein, that I am competent to make such claims, that I am apparently despite the lack of proper service, a party to this matter, and that the aforementioned is accurate under penalty of the state/Republic of South Carolina Constitution, and the United States of America Constitution on this September 22, 2017, so help me God.

"Without Prejudice"

X Nelson L. Bruce 9-22-2017

Nelson L. Bruce, Propria Persona, Sui Juris
THE BENEFICIAL OWNER OF THE EQUITABLE CESTUI QUE TRUST
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

WHEREFORE, Defendant requests that the Court enter judgment in favor of Defendant and against Plaintiff as follows:

1. For general and special damages in an amount that Defendant requests.
2. For Defendant's reasonable costs incurred herein.
3. That all fraudulent mortgage liens and/or assignments be remove off county records.
4. For such other and further relief as the Court seems just in the premises.

Respectfully submitted,

"Without Prejudice"

X Nelson L. Bruce 9-22-2017

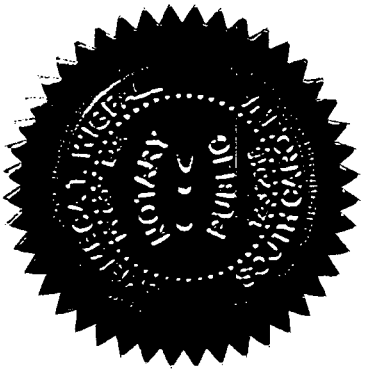
Nelson L. Bruce, Propria Persona, Sui Juris
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c/o PMB 1605 Central Avenue, Ste.6 # 167
Summerville, South Carolina 29483

STATE OF South Carolina

COUNTY OF Dorchester

On September 22,2017, before me SHEMECA T. WIGFALL Notary Public, personally stood Nelson L. Bruce 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.





CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Answer and Counterclaim/Countersuit has been furnished to all parties herein by depositing the same in the United States mail under certified mail number 7017 1450 0001 9734 5905.

"Without Prejudice"

X Nelson L. Bruce 9-22-2017

Nelson L. Bruce, Propria Persona, Sui Juris
THE BENEFICIAL OWNER OF THE EQUITABLE CESTUI QUE TRUST
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

FILED - RECORDED
2017 SEP 25 AM 11:27
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

AMENDED NOTICE OF APPEAL IN A CIVIL CASE

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

FILED-RECORDED
7-21-2020 9:49am
Cheryl Graham
Clerk of Court
Dorchester County
RAS

Wilmington Savings Fund Society FSB as Trustee of Stanwich M, Respondent,

v.

Nelson L. Bruce, et al. Appellant.

NOTICE OF APPEAL

Notice is hereby given that Nelson L. Bruce, Defendant (herein Appellant) in the above captioned case, hereby explicitly reserve my natural retained rights to any and all arbitration, contracts pertaining to arbitration, arbitration awards both current and future and do not consent to waiving any of my natural reserved and retained rights by proceeding in any manner under threat of duress and/or coercion under fear of this court re-litigating matters and placing judgments/orders on controversies that are arbitrable and as agreed to by the parties to be arbitrated and or have already been decided by an arbitrator and I hereby appeal 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 Motion for Reconsideration entered on **July 8, 2020** and hereby informs all parties and the courts of the automatic stay of the proceedings as it substantially affects the this matter moving forward.

RESPECTFULLY PRESENTED,

"Without Prejudice"

Nelson L. Bruce 7-16-2020

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 144 Pavilion Street
Summerville, South Carolina [29483]
Ph. 843-437-7901

Counsels of Record:
ALBERTELI LAW
Attention: William S. Koehler
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
(803) 828-0880
Attorney for Respondent
Certified Mail #: 7019 1640 0002 1913 4097

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
Certified Mail #: 7019 1640 0002 1913 4103

Record/FILE ON DEMAND

AMENDED NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

FILED-RECORDED
8-27-2020
Cheryl Graham
Clerk of Court
Dorchester County

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas Case No. 2016-CP-18-01678

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2020-001130

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

Respondent,

v.

Nelson L. Bruce, et al.

Appellant.

AMENDED NOTICE OF APPEAL

As advised by the Court of Appeals letter dated **August 20, 2020 and received by Appellant** on August **22, 2020**, Appellant hereby corrects the deficiencies of his original Notice of Appeal filed on the record in Common Pleas Court on **July 21, 2019**. Notice is hereby given that Nelson L. Bruce, Defendant (herein Appellant) in the above captioned case, hereby explicitly reserve his natural retained rights to any and all arbitration, contracts pertaining to arbitration, arbitration awards both current and future and do not consent to waiving any of my natural reserved and retained rights by proceeding in any manner under threat of duress and/or coercion under fear of this court re-litigating matters and placing judgments/orders on

controversies that are arbitrable and as agreed to by the parties to be arbitrated and or have already been decided by an arbitrator and I hereby appeal 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 Motion for Reconsideration entered on **July 8, 2020** and received by defendant/appellant on **July 11, 2020** to which Appellant mailed out the original notice of appeal on **7-17-2020** which the court received on **7/20/2020.** Appellant hereby informs all parties and the courts of the automatic stay of the proceedings as it substantially affects this matter moving forward.

RESPECTFULLY PRESENTED,

"Without Prejudice"

/s/ 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. 1-207/1-308, 1.103.6
c/o 144 Pavilion Street
Summerville, South Carolina [29483]
Ph. 843-437-7901

Affidavit of Fact- Financial Statement

Fee Waiver To Be Heard

(Exercise of Constitutional I Treaty –Secured Right)

FILED-RECORDED
8-27-2020
Cheryl Graham
Clerk of Court
Dorchester County

Date: August 27th 2020

From: 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 144 Pavilion Street
Summerville South Carolina [29483]

To: COURT OF APPEALS
THEIR SUCCESSORS, AGENTS, AFFILIATES AND ASSIGNS
ATTENTION: CLERK OF COURT AND JUDGES
1220 Senate Street
Columbia, South Carolina 29201

Notice of Judges and Officials' Oath- Bound Obligations and Fiduciary Duties
Notice of my Acceptance of Judges and Officials' Oath of Office and Fiduciary Duties

Article VI
"All debts contracted and engagements entered into, before the adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation. This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding. The Senators and Representatives before mentioned, and the members of the several state legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States."

Article 1, Section X
"All debts shall be payable in gold or silver coin"

Amendment V
"No Person shall be deprived of due process of law"

I Affirm, for the Record, that I Nelson L Bruce, In Propria Persona, Sui Juris, a U.S.C. Title 15 "Natural Person", Authorized Representative, do not have, or possess, any gold or silver coins, as prescribed by United States Constitution Law, which is the lawful money to pay the restricting demands, conditionally commanded by Employees and Contractors of the Court. The said restrictions (unconstitutional) are arbitrarily (hindering Due Process) and imposed for processing these Documents, as stipulated in the United States Constitution noted above. Therefore, I present this Writ "In Forma Pauperis," being an enjoyment and exercise of my unconditional and constitutionally - Secured Rights (and not a feudal – fee – burdened privilege) to timely and speedily enforce Due Process of Law, as noted above.

(It states nothing about motioning a court to pay a fee- This is a Constitutional Exercise of a "Right" not a "Privilege")

Your demand for a "Fee" to file a "Appeal" is used as to deny me due process of law and my right to free access to the courts. I introduced evidence in the form of an Affidavit of Fact and marked as Evidence. If someone in the courts tamper with that evidence, which is a Federal Violation, and misrepresented it as an assumption that permission must be requested to exercise my Constitutional Rights and an exercise of a right is a Constitutional Right, not a Request and this office knows that. This is a direct violation of my "Secured Constitutional / Treaty Rights which is the Supreme Law of the Land and "Stare Decisis" and a violation of your "Oath of Office." Furthermore as there is no law as prescribed in the United States Constitution stating a "Financial Statement, Financial Fee (Feudal Law)," or a "Appeal" requesting permission must be submitted with a Fee in order to exercise my Constitutional Rights, your demand is a violation of Amendment IX of the United States Constitution and a violation of your fiduciary duties.

Amendment IX
"The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people"

Where rights secured by the Constitution are involved, there can be no rule-making or legislation, which would abrogate them. **Miranda v. Arizona 384 US 436, 125;**

As an Officer(s) of the Court, you and your assigns are bound (**or have taken**) a solemn Oath (**See Article VI**) to uphold and Support the Constitution for the United States Republic. Refusal of this' Affidavit of Financial Statement' is construed to deny me timely 'Due Process' and will be a **'Colorable Act'** to violate my secured exercise of a Right. Such an act and imposition is a violation of your Official Oath of office. This can result in additional lawful remedy actions filed against those violating Officers of the Court, Under **Title 18 and Title 42**, in their official and private capacities. The Law always gives a remedy for the people against **color of law actions** committed by those who violate their Oaths of Office colluding to abridge the Rights secured for the **Natural Beings** and the citizens.

I respectfully, with 'Good Faith' and with Honor, by right to unhindered Due -Process, present this 'Affidavit of Financial Statement' as Evidence as I do not have nor possess any lawful money as specified above and request for a fee waiver.

RESPECTFULLY PRESENTED,

"Without Prejudice"

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
Nelson L. Bruce, Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved and Retained WAIVING-NONE
U.C.C. 1-207/1-308, 1.103.6
c/o 144 Pavilion Street
Summerville, South Carolina 29483
Ph. 843-437-7901

BRETT DORMINY
Notary Public For South Carolina
Comm. Expires July 1, 2024

08-06-2020
Notary Public Signature: Date:

Brett Dorminy
Notary Public Print:

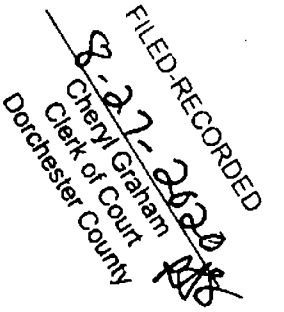
07-01-2024
My Commission Expires:

NOTARY PUBLIC SOUTH CAROLINA

Record/FILE ON DEMAND

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA
In The Court of Appeals



APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas Case No. 2016-CP-18-01678

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2020-001130

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

Respondent,

v.

Nelson L. Bruce, et al.

Appellant.

PROOF OF SERVICE

I Nelson L. Bruce, Appellant, hereby certify that I originally served the Notice of Appeal on Wilmington Savings Fund Society FSB as Trustee by depositing a copy of it in the United States Mail, postage prepaid under certified mail No.: 7019 1640 0002 1913 4097, on 7/17/2020, addressed to their attorney of record, William S. Koehler, 1201 Main Street, Suite 1450 Columbia, South Carolina 29201 and to South Carolina Housing Trust Fund / SC Housing Corp by depositing a copy of it in the United States Mail, postage prepaid under certified mail No.: 7019 1640 0002 1913 4103, on 7/17/2020, addressed to their attorney of record, Tracey C. Easton, 300-C Outlet Pointe Boulevard, Columbia, South Carolina 29210. I Nelson L. Bruce,

Appellant, hereby certify that I served a copy of this Amended Notice of Appeal and a copy of the Fee Waiver Affidavit to the Common Pleas Court by depositing a copy of it in the United States Mail, postage prepaid, and to the Attorneys of record as specified above on the date provided below by depositing a copy of it in the United States Mail, postage prepaid under certified mail. Dated this 25th day of August, 2020.

RESPECTFULLY PRESENTED,

"Without Prejudice"

/s/ 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. 1-207/1-308, 1.103.6
c/o 144 Pavilion Street
Summerville, South Carolina [29483]
Ph. 843-437-7901

Addressed To Counsels of Record:

ALBERTELI LAW
Attention: William S. Koehler
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
(803) 828-0880
Attorney for Respondent
Certified Mail #: 7019 1640 0002 1906 9221

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
Certified Mail #: 7019 1640 0002 1906 9238

State of South Carolina)) County of Dorchester)	In The Court of Common Pleas First Judicial Circuit 2016-CP-18-1678
Wilmington Savings Fund Society FSB as Trustee of Stanwich M, et al., Plaintiffs, vs. Nelson L. Bruce, et al., Defendants.	Transcript of Record

March 12, 2020
St. George, South Carolina

B E F O R E:

The Honorable Diane S. Goodstein, Judge

A P P E A R A N C E S:

William S. Koehler, Esquire
Attorney for the Plaintiffs

Nelson L. Bruce
Self-represented Litigant

Elizabeth B. Harris, CVR-M-CM
Circuit Court Reporter

I N D E X

Witness/Description	Page No.
Certificate Page.	14

E X H I B I T S

No.	Description	Ev.

No exhibits introduced.

THE COURT: All right, what's next?

CLERK: Next we have 2016-CP-18-1678. We have eight motions on the docket. The defendant, Nelson Bruce, has a amended motion for pretrial discovery; a motion to dismiss; a motion to vacate the March 23, 2018, order; a motion to dismiss the September 25, 2017, order; motion to vacate the September 15, 2017, order; motion for temporary restraining order; motion to stay proceedings. And then we have the plaintiff's motion to dismiss and for order of reference.

THE COURT: All right. Thank you.

Thank you both. All right and, yes, sir, and your name.

MR. KOEHLER: Good morning, Your Honor. William Koehler here on behalf of plaintiff.

THE COURT: All right, and you are Mr. Bruce?

MR. BRUCE: Yes, ma'am.

THE COURT: Very well. All right.

(A PAUSE.)

THE COURT: All right. Mr. Bruce, there is a note from the clerk's office indicating that for some or all of the motions, that you did not pay a filing fee. Is that -- tell me about that.

MR. BRUCE: Yes. I contested the filing fee.

THE COURT: Okay. Did you happen to file an affidavit of indigency?

MR. BRUCE: I did not.

THE COURT: Okay, and tell me the reason that you did not pay the filing fee.

MR. BRUCE: Well, as far as the filing fee.

THE COURT: Yes.

MR. BRUCE: The county basically receives -- they do like a -- what do you call it? The county does a estimate, I guess. Not like a estimate but they do -- and I can't think of the term right now, but...

THE COURT: Okay.

MR. BRUCE: They file a -- it's not a summary but it's like financials every year, and for people who are paying taxes, that -- those financials cover those fees for filing. And I requested that this court provide me proof of what these filing fees are going to, what budget, and I have not received that. So, I'm contesting the filing fees, to see what these are actually going from, if we as taxpayers are paying taxes in regards to these fees.

THE COURT: Okay. All right, and very well. Did you pay filing fees with regards to any of your motions?

MR. BRUCE: I've paid filing fees before, but that's before I was informed of what -- the summary as far as, you know.

THE COURT: Okay.

MR. BRUCE: What I stated before.

THE COURT: Sure. With regards to the motions that you have filed to be heard today, did you pay your filing fee on any of these motions?

MR. BRUCE: I don't believe so.

THE COURT: Very well. Okay. All right. Very well, and it's your position, as I understand it, that because the -- you believe and your position is, is that, that the cost to run the court system or any other expenses to which the filing fees may go towards, that those expenses ought be paid by ---

MR. BRUCE: Estimated.

THE COURT: --- tax dollars.

MR. BRUCE: Estimated finances.

THE COURT: That there ought not be a requirement for a filing fee and, therefore, that is the basis upon which you did not pay your filing fees. Is that correct?

MR. BRUCE: Yes. That's correct.

THE COURT: Very well. All right. Now, in order ---

Yes?

CLERK: Judge, he did pay for number one on the roster.

THE COURT: Okay. So, the amended motion pretrial discovery?

CLERK: Yes, ma'am.

THE COURT: Amended motion pretrial discovery, that

one the filing fee was paid. Gotcha. Okay, but not with regards to the others?

CLERK: No, ma'am.

THE COURT: Okay. Very well.

Now, Mr. Bruce, so that you -- I have and can preserve your issue, I'm going to determine that based upon state law, you are required to pay your filing fee prior to a motion being heard unless you have complied with the statute that allows for those who are indigent and have filed their affidavit and been deemed to be indigent. Those individuals can go forward without the paying filing fees. You've told me that you have not filed such an affidavit of indigency and that -- and you have put on the record your basis for your belief that you ought be allowed to go forward and argue your motions without the filing fees having been paid.

Under these circumstances, Mr. Bruce, with the exception number one where you did pay your filing fee, I am not going to hear those motions because you have failed to comply with the payment of the filing fee which is required. However, that issue is now preserved and if you wish to appeal that issue, you certainly can do that, okay?

MR. BRUCE: Okay.

THE COURT: That would be with regards to the other motions, not number one because, as I understand it, the

motion which is described on the docket as amended motion pretrial discovery, with regards to that motion, that one would be heard because the filing fee was paid. That motion I'm showing was filed on July the 23rd of 2018.

The motion which we have also today, the motion to dismiss an order of reference, that is a motion that has been filed by the plaintiff. Correct, Mr. Koehler?

MR. KOEHLER: Correct, Your Honor.

THE COURT: Did you pay your filing fee?

MR. KOEHLER: Yes, Your Honor.

THE COURT: All right. No indication from the clerk's office that that filing fee was not paid.

Now, the motion to dismiss that has been filed by the plaintiff, it is a motion to dismiss what pleading?

MR. KOEHLER: The defendant's counterclaims. It's a motion to dismiss the defendant's counterclaims and to then refer the case.

THE COURT: Okay. Gotcha. All right.

All right, I think...

(A PAUSE.)

THE COURT: All right, let me hear from you on your amended motion for pretrial discovery, Mr. Nelson.

MR. BRUCE: Well, I want to request a stay on that as well.

THE COURT: Okay.

MR. BRUCE: Because -- yes.

THE COURT: Oh. You don't want to hear that right now?

MR. BRUCE: Not right now, no.

THE COURT: Okay.

MR. BRUCE: And the reason why is because I have another pending case in district court.

THE COURT: Okay.

MR. BRUCE: Which was what I was supposed to -- I filed the motion to stay for but, like you said, there would be filing fees.

THE COURT: Gotcha.

MR. BRUCE: So, it's probably going to be appealed.

THE COURT: Gotcha. Okay. No problem.

MR. BRUCE: But it's, it's based off another contract, so, than this one.

THE COURT: No problem. So, we'll stay that one.

All right, Mr. Koehler, your motion.

MR. KOEHLER: Thank you, Your Honor.

THE COURT: Yes.

MR. KOEHLER: Plaintiff -- this is a foreclosure action.

THE COURT: Yes.

MR. KOEHLER: Plaintiff had initiated it with the filing of the summons and complaint. The defendant filed

an answer and counterclaims which he amended. We filed a reply and in our reply, we pleaded our 12(b)(6) motion to dismiss.

THE COURT: Okay.

MR. KOEHLER: And that we are renewing here. The defendant's pleading lists several things in captions but does not develop any of those. We ask the court dismiss anything if it could be even construed as a counterclaim simply by listing within a caption. The defendant did go into some depth on three counterclaims of which I was able to discern, and we would ask that those be dismissed.

First was liable. The defendant had a counterclaim for liable, but he did not in his pleadings identify any facts that would, could be construed as a libelous statement. In fact, he did not specify any facts or any statements at all. He did reference some of the pleadings, which, as we put in our memo, are privileged.

Second, the defendant pleaded a counterclaim for slander, I believe. Again, no statement was identified slanderous or otherwise, and certainly no spoken statements at all.

Third, the defendant made some references to the Fair Debt Collection Practices Act, the FDCPA. I assumed he was making a claim under that.

As an initial matter, this debt was validated by our

law firm. So, he has had that, and plaintiff in this case is not collecting a debt. This is a deficiency waiver. They are simply enforcing a security interest. Additionally, they're not a debt collector under FDCPA as they are not collecting the debt of another. It is their debt. And since there -- those causes of action fail to state facts sufficient to form causes of action, we ask the court to dismiss it, those.

If the court does that, the only remaining action will be our foreclosure action, which we believe would be appropriate to be referred to the master in equity, and ask the court to do that as well.

THE COURT: All right. Gotcha.

All right and, Mr. Nelson, I'll hear from you.

MR. BRUCE: Well, in regards to what the plaintiff is stating.

THE COURT: Yes.

MR. BRUCE: Around January of 2019, I sent out a presentment to them, which was a offer which basically was -- pretty much covers most of what's going on here. They failed to respond to that, thereby agreeing to that contract, and I filed a copy of that on the record showing proof that. They had a ten to twenty-day rejection period to reject that offer.

THE COURT: Very well. Okay. All right.

MR. BRUCE: They failed to respond to that offer.

THE COURT: Okay.

MR. BRUCE: And for me to speak as far as what he's talking about ---

THE COURT: Yes.

MR. BRUCE: --- the motion to dismiss.

THE COURT: Yes.

MR. BRUCE: It would be a breach of that contract for me to continue and start making objections towards the issue that he's claiming.

THE COURT: Okay.

MR. BRUCE: And that's why it's in district court right now.

THE COURT: Yes.

MR. BRUCE: In process of being confirmed, and that would determine basically the full validity of the claims in that contract.

THE COURT: Okay.

MR. BRUCE: In regards to this matter as well.

THE COURT: Okay. Very well. Anything else you want to tell me about the -- in response to the motion to dismiss?

MR. BRUCE: In regards to the motion to dismiss, and so that I don't waiver any further arbitration rights, I will present a few things. There are some affidavits filed

on the record in regards to the debt validation that they never responded to, including the attorneys. They failed to respond. The FDCPA requires that they respond in thirty days. They failed to respond, failed to produce any validation of the debt.

The attorney claims that the attorney validated the debt. They have no firsthand knowledge in regards to that, and so they cannot validate that debt. Only a person with firsthand knowledge can validate that debt, and again they have produced no affidavits in rebuttal to my affidavit.

THE COURT: Got it. Very well.

All right, gentlemen, thank you so much.

I'm going to ask for a proposed order.

MR. KOEHLER: Yes, ma'am.

THE COURT: Obviously I want you to send it, please, to Mr. Nelson when you send it to me, if not before, and I will let you know of my decision, okay?

MR. KOEHLER: Thank you, Your Honor.

THE COURT: Thank you. Thank you very much.

MR. KOEHLER: Any particular time frame?

THE COURT: I would appreciate it in thirty days; however, if you need a longer period, just simply let me know.

MR. KOEHLER: That should be no problem, Your Honor.

THE COURT: Very well.

MR. KOEHLER: Thank you.

THE COURT: I appreciate it.

And with regards to Mr. Nelson, since he is appearing *pro se*, I would draft from his perspective. I would take the drafting as an obligation myself in the event that I rule in his -- as he would wish and based on his argument, I will draft that order.

Very well. Thank you.

MR. BRUCE: Thank you.

--- END OF TRANSCRIPT OF RECORD ---

CERTIFICATE

I, THE UNDERSIGNED ELIZABETH B. HARRIS, CERTIFIED VERBATIM OFFICIAL COURT REPORTER FOR THE FIFTH JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF ALL THE PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE HEARING OF THE CAPTIONED CAUSE, RELATIVE TO APPEAL, IN THE CIRCUIT COURT FOR DORCHESTER COUNTY, SOUTH CAROLINA, ON THE 12TH DAY OF MARCH, 2020.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL, NOR INTEREST IN ANY PARTY HERETO.

_____

ELIZABETH B. HARRIS, CVR-M-CM

COLUMBIA, SOUTH CAROLINA

DECEMBER 22ND, 2020

STATE OF SOUTH CAROLINA	)	IN THE COMMON PLEAS COURT
	)	CASE NO. 2016-CP-18-01678
COUNTY OF DORCHESTER	)	
	)	
	)	
Bank of America, N.A.,	)	
Plaintiff,	)	
	)	MOTION TO DISMISS FOR
vs.	)	LACK OF STANDING
	)	
Nelson L. Bruce; South Carolina Housing	)	
Trust Fund; Charleston Area CDC; SC	)	
SC Housing Corp.; Capital Return	)	
Investments, LLC; Reminisce Homeowners	)	
Association, Inc.,	)	
Defendant,	)	

FILED - RECORDED
2017 APR -3 PM 4:48
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

MOTION TO DISMISS

Comes now the Defendant, Nelson L. Bruce, Propria Persona and for his Motion to Dismiss complaint by Plaintiff, alleges and says:

ISSUES OF STANDING

1. Pursuant to Rule 12(b)(6), SCRCP Plaintiff Lacks Standing and Lacks a Verified Complaint against their claims. Plaintiff has not provided Defendant or the Court with PROOF OF SALE of the Original Note(s) and PROOF OF A VERIFIED TRANSFER of ownership of the Original Note(s). Plaintiffs Attorney has not provided an AFFIDAVIT stating that what is being submitted into the court has been VERIFIED as a TRUE AND CORRECT and that the Plaintiff and their representative(s) have FIRST HAND KNOWLEDGE of everything being presented at the time the initial complaint was filed. See Exhibits....
Exhibit A (ADMINISTRATIVE PROCESS – DEFAULTED) RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST
Exhibit B (ADMINISTRATIVE PROCESS – DEFAULTED) AFFIDAVIT OF FACT WRIT IN NATUR OF REQUEST FULL DISCOVERY AND DISCLOSURE)
Exhibit C (AFFIDAVIT AND MORTGAGE AUDIT)
Exhibit D (OTHER ISSUES OF STANDING)

ON THE ISSUE OF PROPERTY RIGHTS AND THE RIGHT TO PROPERTY

Note the following:

Senate Document No. 43, 73rd Congress, 1st Session, which states: ***"The ownership of all property is in the state; individual so-called 'ownership' is only by virtue of the government,***

i.e., law, amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the state."
Congressional Record, March 9, 1933 on HR 1491 p. 83. "Under the new law *the money is issued to the banks in return for government obligations, bills of exchange, drafts, notes, trade acceptances, and bankers acceptances.* ***The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. It will represent a mortgage on all the homes, and other property of all the people of the nation."***

This could only equate to the fact that the Federal Reserve, the Federal Reserve Board and their National Association institutions have been making false claims against the ***property of all the people of the nation," and the nation itself, placing falsified, misleading, erroneous, and frivolous documents on the public record in violation of both state and national statutes, and is incorporated with all the other claims associated within this presentment and other presentments associated directly and/or indirectly.***

WHEREFORE, Nelson L. Bruce requests that this Honorable Court Dismisses this complaint for Lack of Standing and Lack of a Verified Complaint and further relief as the Court may deem fit and proper.

Respectfully submitted,

Nelson L. Bruce

Nelson L. Bruce, Propria Persona
Defendant
All Rights Reserved and Retained
PMB 1605 Central Avenue, Ste.6 # 167
Summerville, SC 29483
leonbruce81@yahoo.com

CERTIFICATE OF SERVICE

I, Nelson L. Bruce, the Defendant, do hereby certify that I have this day served upon the persons named below the attached motion by placing a copy of the same in the United States Mail, first class under certified mail number 7016 1970 0001 2084 4505 in an envelope to the addressed as follows:

FILED - RECORDED
2017 APR -3 PM 4:49
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

William S. Koehler (SC Bar 74935)
Albertelli Law
1201 Main Street, Suite 14504
Columbia, SC 29201
Telephone: (803) 828-0880
wkoehler@alaw.net

Nelson L. Bruce

Nelson L. Bruce, Propria Persona
Defendant
PMB 1605 Central Avenue, Ste.6 # 167
Summerville, SC 29483

1/25 RLB

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	1st JUDICIAL CIRCUIT
COUNTY OF DORCHESTER)	
)	CASE NO.: 16-CP-18-1678
Bank of America, N.A.)	**MOTION AND ORDER INFORMATION FORM AND COVERSHEET**
Plaintiff,)	
vs.)	
Nelson L. Bruce; South Carolina Housing Fund; Charleston Area CDC; SC Housing Corp.; Capital Return Investments, LLC; Reminisce Homeowners Association, Inc.)	
Defendant.)	

FILED - RECORDED
2017 APR -3 PM 4:48
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff's Attorney:	Defendant's Attorney:
William S. Koehler, Bar No. SC Bar 74935	_____. Bar No. _____
Address:	Address:
1201 Main Street, Suite 14504	_____
Columbia, SC 29201	Phone: _____ Fax_____
Phone: (803) 828-0880 Fax _____	E-mail: _____Other: _____
E-mail: wkoehler@alaw.net 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: LACK OF STANDING LACK OF A VERIFIED COMPLAINT
Estimated Time Needed: 30 min. 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.

_____ 4/03/2017
Signature of Attorney for ☐ Plaintiff /☐ Defendant 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, SCRCP)
- ☐ 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. JUDGE CODE _____
☐ Other: Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

EXHIBIT I-M

COPY

Nelson-Leon: Bruce
144 Pavilion Street
Summerville, South Carolina [29483]

FILED - RECORDED
2017 APR -3 PM 4:49
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

BANK OF AMERICA, N.A.
P.O. BOX 942019
SIMI VALLEY, CA 93094-2019
ATTN: CFO (Chief Financial Officer)

Certified Mail #: 7004 1160 0004 7704 3565

July 09, 2015

RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST

This letter is a "qualified written request" in compliance with and under the Real Estate Settlement Procedures Act, 12 U.S.C. Section 2605(e) and Regulation X at 24 C.F.R. 3500, and The Gramm Leach Bliley Act.

REF: Alleged Account #202985786

Dear Madam or Sir:

I am writing to you to complain about the accounting and servicing of this mortgage and my need for understanding and clarification of various sale, transfer, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of this account from its origination to the present date.

To date, the documents and information I have, that you have sent, and the conversations with your service representatives, have been unproductive and have not answered many questions. It is my understanding that your company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As a consumer, I am extremely concerned about such practices by anyone, let alone this mortgage company or anyone who has any interest in this matter. I am concerned that such abuses are targeting the uneducated and uninformed consumer and disadvantaged, poor, elderly and minority Americans.

Needless to say, I am concerned that potential fraudulent and deceptive practices by unscrupulous mortgage brokers; sales and transfers of mortgage servicing rights; deceptive and fraudulent servicing practices to enhance balance sheets; deceptive, abusive and fraudulent accounting tricks and practices may have also negatively affected any credit rating, mortgage account and/or the debt or payments that I am currently, or may be legally obligated to. I hereby demand absolute 1st hand evidence from you of the original uncertificated or certificated security regarding account #202985786. In the event you do not supply me with the very security, it will be a positive confirmation on your part that you never really created and owned one. I also hereby demand that a chain of transfer from you to wherever the security is now, be promptly sent to me as well. Absent the actual evidence of the security I have no choice but to dispute the validity of your lawful ownership, funding, entitlement right, and the current debt you allege I owe. By

COPY

debt, I am referring to the principal balance you claim I owe; the calculated monthly payment, calculated escrow payment and any fees claimed to be owed by you or any trust or entity you may service or subservice for.

To independently validate this debt, I need to conduct a complete exam, audit, review and accounting of this mortgage account from its inception through the present date. Upon receipt of this letter, please refrain from reporting any negative credit information (if any) to any credit reporting agency until you respond to each of the requests.

I also request that you kindly conduct your own investigation and audit of this account since its inception to validate the debt you currently claim I owe. I would like you to validate this debt so that it is accurate to the penny!

Please do not rely on previous servicers or originators records, assurances or indemnity agreements and refuse to conduct a full audit and investigation of this account. I understand that potential abuses by you or previous servicers could have deceptively, wrongfully, unlawfully, and/or illegally:

- Increased the amounts of monthly payments;
- Increased the principal balance I owe;
- Increased escrow payments;
- Increased the amounts applied and attributed toward interest on this account;
- Decreased the proper amounts applied and attributed toward principal on this account; and/or Assessed, charged and/or collected fees, expenses and misc. charges I am not legally obligated to pay under this mortgage, note and/or deed of trust.

I request you insure that I have not been the victim of such predatory servicing or lending practices. To insure this, I have authorized a thorough review, examination, accounting and audit of mortgage account # 202985786 by mortgage auditing and predatory servicing or lending experts. This exam and audit will review this mortgage account file from the date of initial contact, application and the origination of this account to the present date written above.

Again this is a Qualified Written Request under the Real Estate Settlement Procedures Act, codified as Title 12 § 2605 (e) (1) (B) (e) and Reg. X § 3500.21(f) 2 of the United States Code as well as a request under Truth In Lending Act (TILA) 15 U.S.C. § 1601, et seq. RESPA provides substantial penalties and fines for non-compliance or failure to answer my questions provided in this letter within sixty (60) days of its receipt!

In order to conduct the examination and audit of this loan, I need to have full and immediate disclosure including copies (front and back) of all pertinent information regarding this loan. The documents requested and answers to my questions are needed by myself and others to insure that this loan:

- Was originated in lawful compliance with all federal and state laws, regulations including, but not limited to Title 62 of the Revised Statutes, RESPA, TILA, Fair Debt Collection Act, HOEPA and other laws;
- That any sale or transfer of this account or monetary instrument, was conducted in accordance with proper laws and was a lawful sale with complete disclosure to all parties with an interest;
- That the claimed holder in due course of the monetary instrument/deed of trust/asset is holding such note in compliance with statutes, State and Federal laws and is entitled to the benefits of payments;
- That all good faith and reasonable disclosures of transfers, sales, Power of Attorney, monetary instrument ownership, entitlements, full disclosure of actual funding source, terms, costs, commissions, rebates, kickbacks, fees etc. were and still are properly disclosed to me;
- That each servicer and/or sub-servicers of this mortgage has serviced this mortgage in accordance with statute, laws and the terms of mortgage, monetary instrument/deed of trust;

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- That each servicer and sub-servicers of this mortgage has serviced this mortgage incompliance with local, state and federal statutes, laws and regulations;
- That this mortgage account has properly been credited, debited, adjusted, amortized and charged correctly;
- That interest and principal have been properly calculated and applied to this loan;
- That any principal balance has been properly calculated, amortized and accounted for;
- That no charges, fees or expenses, not obligated by me in any agreement, have been charged, assessed or collected from this account;

In order to validate this debt and audit this account, I need copies of pertinent documents to be provided to me. I also need answers, certified in writing, to various verifying questions. For each record kept on computer or in any other electronic file or format, please provide a paper copy. Also, I request all fields encoded in each computer system, program or database used by you that contains any information on this account number or my name.

As such, please send to me, at the address above, copies of the documents requested below as soon as possible. Please also provide copies of:

1) Any certificated or uncertificated security, ***front and back***, used for the funding of account #202985786.

2) Any and all "Pool Agreement(s)" including account #202985786 between BANK OF AMERICA, N.A. and any government sponsored entity, hereinafter (GSE).

3) Any and all "Deposit Agreement(s)" regarding account #202985786 or the "Pool Agreement", including account #202985786 between BANK OF AMERICA, N.A. and any GSE.

4) Any and all "Servicing Agreement(s)" between BANK OF AMERICA, N.A. and any GSE.

5) Any and all "Custodial Agreement(s)" between BANK OF AMERICA, N.A. and any GSE.

6) Any and all "Master Purchasing Agreement" between BANK OF AMERICA, N.A. and any GSE.

7) Any and all "Issuer Agreement(s)" between BANK OF AMERICA, N.A. and any GSE.

8) Any and all "Commitment to Guarantee" agreement(s) between BANK OF AMERICA, N.A. and any GSE.

9) Any and all "Release of Document agreements" between BANK OF AMERICA, N.A. and any GSE.

10) Any and all "Master Agreement for servicer's Principle and Interest Custodial Account" between BANK OF AMERICA, N.A. and any GSE.

11) Any and all "Servicers Escrow Custodial Account" between BANK OF AMERICA, N.A. and any GSE.

12) Any and all "Release of Interest" agreements between BANK OF AMERICA, N.A. and any GSE.

13) Any Trustee agreement(s) between BANK OF AMERICA, N.A. and BANK OF AMERICA, N.A.'S trustee regarding account #202985786 or pool accounts with any GSE.

14) Please send to the requester a copy of any documentation evidencing any trust relationship regarding the Mortgage/Deed of Trust and any Note in this matter.

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15) Please send to the requester a copy of any and all document(s) establishing any Trustee of record for the Mortgage/Deed of Trust and any Note.

16) Please send to the requester a copy of any and all document(s) establishing the date of any appointment of Trustee Mortgage/Deed of Trust and any Note. Please also include any and all assignments or transfers or nominees of any substitute trustee(s).

17) Please send to the requester a copy of any and all document(s) establishing any Grantor for this Mortgage/Deed of Trust and any Note.

18) Please send to the requester a copy of any and all document(s) establishing any Grantee for this Mortgage/Deed of Trust and any Note.

19) Please send to the requester a copy of any and all document(s) establishing any Beneficiary for this Mortgage/Deed of Trust and any Note.

20) Please send to the requester any documentation evidencing the Mortgage or Deed of trust is not a constructive trust or any other form of trust.

21) All data, information, notations, text, figures and information contained in your mortgage servicing and accounting computer systems including, but not limited to Alltel or Fidelity CPI system, or any other similar mortgage servicing software used by you, any servicers, or sub-servicers of this mortgage account from the inception of this account to the date written above.

22) All descriptions and legends of all Codes used in your mortgage servicing and accounting system so that the examiners, auditors and experts retained to audit and review this mortgage account may properly conduct their work.

23) All assignments, transfers, allonge, or other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignments on MERS.

24) All records, electronic or otherwise, of assignments of this mortgage, monetary instrument or servicing rights to this mortgage including any such assignments on MERS.

25) All [illegible] modifications to this mortgage, monetary instrument or deed of trust from the inception of this account to the present date.

26) The front and back of each and every canceled check, money order, draft, debit or credit notice issued in any servicers of this account for payment of any monthly payment, other payment, escrow charge, fee or expense on this account.

27) All escrow analyses conducted on this account from the inception of this account until the date of this letter;

28) The front and back of each and every canceled check, draft or debit notice issued for payment at closing costs, fees and charges, or any and all disclosure statement(s) including, but not limited to, appraisal fees, inspection fees, title searches, title insurance fees, credit life insurance premiums, hazard insurance premiums, commissions, attorney fees, points, etc.

29) Front and back copies of all payment receipts, checks, money orders, drafts, automatic debits and written evidence of payments made by others or me on this account.

30) All letters, statements and documents sent to me by your company;

31) All letters, statements and documents sent to me by agents, attorneys or representatives of your company;

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32) All letters, statements and documents sent to me by previous servicers, sub-servicers or others in your account file or in your control or possession or in the control or possession of any affiliate, parent company, agent, sub-servicers, servicers, attorney or other representative of your company.

33) All letters, statements and documents contained in this account file or imaged by you, any servicers or sub-servicers of this mortgage from the inception of this account to present date.

34) All electronic transfers, assignments, sales of the note/asset, mortgage, deed of trust or other security instruments.

35) All copies of property inspection reports, appraisals, BPOs and reports done on the property.

36) All invoices for each charge such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense, which has been charged to this mortgage account from the inception of this account to the present date.

37) All checks used to pay invoices for each charged such as inspection fees, BPOs, appraisal fees, attorney fees, insurance, taxes, assessments or any expense which has been charged to this mortgage account from the inception of this account to the present date.

38) All agreements, contracts and understandings with vendors that have been paid for any charge on this account from the inception of this account to the present date.

39) All account servicing records, payment payoffs, payoff calculations, ARM audits, interest rate adjustments, payment records, transaction histories, account histories, accounting records, ledgers, and documents that relate to the accounting of this account from the inception of this account until present date?

40) All account servicing transaction records, ledgers, registers and similar items detailing how this account has been serviced from the from the inception of this account until present date?

Further, in order to conduct the audit and review of this account, and to determine all proper amounts due, I need the following answers to questions concerning the servicing and accounting of this mortgage account from its inception to the present date. Accordingly, can you please provide me, in writing, the answers to the questions listed below.

ACCOUNTING & SERVICING SYSTEMS

1) Please identify for me each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date so that this experts can decipher the data provided.

2) For each account accounting and servicing system identified by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the name and address of the company or party that designed and sold the system.

3) For each account accounting and servicing system used by you and any sub-servicers or previous servicers from the inception of this account to the present date, please provide the complete transaction code list for each system so that I, and others can adequately audit this account.

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DEBITS & CREDITS

1) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every credit on this account and the date such credit was posted to this account as well as the date any credit was received.

2) In a spreadsheet form or in letter form in a columnar format, please detail for me each and every debit on this account and the date debit was posted to this account as well as the date any debit was received.

3) For each debit or credit listed, please provide me with the definition for each corresponding transaction code you utilize?

4) For each transaction code, please provide us with the master transaction code list used by you or previous servicers.

MORTGAGE & ASSIGNMENTS

1) Has each sale, transfer or assignment of this mortgage, monetary instrument, deed of trust or any other instrument executed to secure this debt been recorded in the county property records in the county and state in which my property is located from the inception of this account to the present date? Yes or No?

2) If not, why?

3) Is your company the servicers of this mortgage account or the holder in due course and beneficial owner of this mortgage, monetary instrument and/or deed of trust?

4) Have any sales, transfers or assignments of this mortgage, monetary instrument, deed of trust or any other instrument executed to secure this debt been recorded in any electronic system such as MERS or other internal or external recording system from the inception of this account to the present date? Yes or No?

5) If yes, please detail for me the names of each seller, purchaser, assignor, assignee or any holder in due course to any right or obligation of any note, mortgage, deed or security instrument I executed securing the obligation on this account that was not recorded in the county records where my property is located whether they be mortgage servicing rights or the beneficial interest in the principal and interest payments.

ATTORNEY FEES

1) For purposes of my questions below dealing with attorney fees, please consider the terms attorney fees and legal fees to be one in the same.

2) Have attorney fees ever been assessed to this account from the inception of this account to the present date?

3) If yes, please detail each separate assessment, charge and collection of attorney fees to this account from the inception of this account to the present date and the date of such assessment to this account?

4) Have attorney fees ever been charged to this account from the inception of this account to the present date?

5) If yes, please detail each separate charge of attorney fees to this account from the inception of this account to the present date and the date of such charge to this account?

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6) Have attorney fees ever been collected from this account from the inception of this account to the present date?

7) If yes, please detail each separate collection of attorney fees from this account from the inception of this account to the present date and the date of such collection from this account.

8) Please provide for me the name and address of each attorney or law firm that has been paid any fees or expenses related to this account from the inception of this account to the present date.

9) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed authorized the assessment, charge or collection of attorney fees.

10) Please detail and list for me in writing each separate attorney fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.

11) Please detail and list for me in writing each separate attorney fee collected from this account, and for which corresponding payment period or month such fee was collected from the inception of this account to present date.

12) Please detail and list for me in writing any adjustments in attorney fees assessed and on what date such adjustment was made and the reasons for such adjustment.

13) Please detail and list for me in writing any adjustments in attorney fees collected and on what date such adjustment were made and the reasons for such adjustment.

14) Has interest been charged on any attorney fee assessed or charged to this account? Yes or No?

15) Is interest allowed to be assessed or charged on attorney fees charged or assessed to this account? Yes or No?

16) How much in total attorney fees have been assessed to this account from the inception of this account until present date?

17) How much in total attorney fees have been collected on this account from the inception of this account until present date? $_____.

18) How much in total attorney fees have been charged to this account from the inception of this account until present date? $_____.

19) Please send to me copies of all invoices and detailed billing statements from any law firm or attorney that has billed such fees that been assessed or collected from this account.

SUSPENSE/UNAPPLIED ACCOUNTS

For purposes of this section, please treat the term suspense account and unapplied account as one in the same.

1) Has there been any suspense or unapplied account transactions on this account from the inception of this account until present date?

2) If yes, please explain the reason for each and every suspense transaction that occurred on this account? If no, please skip the questions in this section dealing with suspense and unapplied accounts.

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3) In a spreadsheet or in letter form in a columnar format, please detail for me each and every suspense or unapplied transaction, both debits and credits that has occurred on this account from the inception of this account until present date?

LATE FEES

For purposes of my questions below dealing with late fees, please consider the terms late fees and late charges to be one in the same.

1) Have you reported the collection of late fees on this account as interest in any statement to me, or to the IRS? Yes or No?

2) Has any previous servicers or sub-servicers of this mortgage reported the collection of late fees on this account as interest in any statement to me or to the IRS? Yes or No?

3) Do you consider the payment of late fees as liquidated damages to you for not receiving payment on time? Yes or No?

4) Are late fees considered interest? Yes or No?

5) Please detail for me in writing what expenses and damages you incurred for any payment I made that was late.

6) Were any of these expenses or damages charged or assessed to this account in any other way? Yes or No?

7) If yes, please describe what expenses or charges were charged or assessed to this account?

8) Please describe for me in writing what expenses you or others undertook due to any payment I made, which was late?

9) Please detail for me in writing what damages you or others undertook due to any payment I made, which was late?

10) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of late fees?

11) Please detail and list for me in writing each separate late fee assessed to this account and for which corresponding payment period or month such late fee was assessed from the inception of this account to present date.

12) Please detail and list for me in writing each separate late fee collected from this account and for which corresponding payment period or month such late fee was collected from the inception of this account to present date.

13) Please detail and list for me in writing any adjustments in late fees assessed and on what date such adjustment was made and the reasons for such adjustment.

14) Has interest been charged on any late fee assessed or charged to this account? Yes or No?

15) Is interest allowed to be assessed or charged on late fees charged or assessed to this account? Yes or No?

16) Have any late charges been assessed to this account? Yes or No?

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17) If yes, how much in total late charges have been assessed to this account from the inception of this account until present date? $_____.

18) Please provide me with the exact months or payment dates you or other previous servicers of this account claim I have been late with a payment from the inception of this account to the present date.

19) Have late charges been collected on this account from the inception of this account until present date? Yes or No?

20) If yes, how much in total late charges have been collected on this account from the inception of this account until present date? $_____.

PROPERTY INSPECTIONS

For purposes of this section property inspection and inspection fee refer to any inspection of property by any source and any related fee or expense charged, assessed or collected for such inspection.

1) Have any property inspections been conducted on my property from the inception of this account until the present date?

2) If your answer is no, you can skip the rest of these questions in this section concerning property inspections?

3) If yes, please tell me the date of each property inspection conducted on my property that is the secured interest for this mortgage, deed or note?

4) Please tell me the price charged for each property inspection? $_____.

5) Please tell me the date of each property inspection.

6) Please tell me the name and address of each company and person who conducted each property inspection on my property.

7) Please tell me why property inspections were conducted on my property.

8) Please tell me how property inspections are beneficial to me.

9) Please tell me how property inspections are protective of my property.

10) Please explain to me your policy on property inspections.

11) Do you consider the payment of inspection fees as a cost of collection? Yes or No?

12) If yes, why?

13) Do you use property inspections to collect debts? Yes or No?

14) Have you used any portion of the property inspection process on my property to collect a debt or inform me of a debt, payment or obligation I owe?

15) If yes, please answer when and why?

16) Please identify for me in writing the provision, paragraph, section or sentence of any note, mortgage, deed of trust or any agreement I signed that authorized the assessment or collection of property inspection fees.

17) Have you labeled in any record or document sent to me a property inspection as a misc. advance? Yes or No?

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18) If yes, why?

19) Have you labeled in any record or document sent to me a property inspection as a legal fee or attorney fee? Yes or No?

20) If yes, why?

21) Please detail and list for me in writing each separate inspection fee assessed to this account and for which corresponding payment period or month such fee was assessed from the inception of this account to present date.

22) Please detail and list for me in writing each separate inspection fee collected from this account and for which corresponding payment period or month such fee was collected from the inception of this account to present date.

23) Please detail and list for me in writing any adjustments in inspection fees assessed and on what date such adjustment was made and the reasons for such adjustment.

24) Please detail and list for me in writing any adjustments in inspection fees collected and on what date such adjustment was made and the reasons for such adjustment.

25) Has interest been charged on any inspection fees assessed or charged to this account? Yes or No?

26) If yes, when and how much was charged?

27) Is interest allowed to be assessed or charged on inspection fees charged or assessed to this account? Yes or No?

28) How much in total inspection fees have been assessed to this account from the inception of this account until present date? $_____.

29) How much in total inspection fees have been collected on this account from the inception of this account until present date? $_____.

30) Please forward to me copies of all property inspections made on my property in this mortgage account file.

31) Has any fee charged or assessed for property inspections been placed into escrow account? Yes or No?

BPO FEES

1) Have any BPOs [Broker Price Opinions] been conducted on my property?

2) If yes, please tell me the date of each BPO conducted on my property that is the secured interest for this mortgage, deed or Note.

3) Please tell me the price of each BPO.

4) Please tell me who conducted each BPO.

5) Please tell me why BPOs were conducted on my property.

6) Please tell me how BPOs are beneficial to me.

7) Please tell me how BPOs are protective of my property.

8) Please explain to me your policy on BPOs.

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9) Have any BPO fees been assessed to this account? Yes or No?

10) If yes, how much in total BPO fees have been assessed to this account? $_____.

11) Have any BPO fees been charged to this account? Yes or No?

12) If yes, how much in total BPO fees have been charged to this account? $_____.

13) Please tell me specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect a BPO fee from me.

14) Please send to me copies of all BPO reports that have been done on my property.

15) Has any fee charged or assessed for A BPO been placed into escrow? Yes or No?

FORCED-PLACED INSURANCE

1) Have you placed or ordered any forced-placed insurance policies on my property?

2) If yes, please tell me the date of each policy ordered or placed on my property that is the secured interest for this mortgage, deed or note.

3) Please tell me the price of each policy. $_____.

4) Please tell me the agent for each policy.

5) Please tell me why each policy was placed on my property.

6) Please tell me how the policies are beneficial to me.

7) Please tell me how policies are protective of my property.

8) Please explain to me your policy on forced-placed insurance.

9) Have any forced-placed insurance fees been assessed to this mortgage or escrow account? Yes or No?

10) If yes, how much in total forced-placed policy fees have been assessed to this account? $_____.

11) Have any forced-placed insurance fees been charged to this mortgage or escrow account? Yes or No?

12) If yes, how much in total forced-placed insurance fees have been charged to this mortgage or escrow account. $_____.

13) Please tell me specifically what clause, paragraph and sentence in the note, mortgage or deed of trust or any agreement I have executed allows you to assess, charge or collect forced-placed insurance fees from me.

14) Do you have any relationship with the agent or agency that placed any policies on my property? If yes, please describe.

15) Do you have any relationship with the carrier that issued any policies on my property? If yes, please describe.

16) Has the agency or carrier you used to place a forced-placed insurance policy on my property provided you any service, computer system, discount on policies, commissions, rebates or any form of consideration. If yes, please describe.

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17) Do you maintain a blanket insurance policy to protect your properties when customer policies have expired?

18) Please send to me copies of all forced-placed insurance policies that have been ordered on my property.

SERVICING RELATED QUESTIONS

For each of the following questions listed below, please provide me with a detailed explanation in writing that answers each question. In addition, I need the following answers to questions concerning the servicing of this mortgage account from its inception to the present date.

Accordingly, can you please provide me, in writing, the answers to the questions listed below:

1) Did the originator or previous servicers of this account have any financing agreements or contracts with your company or an affiliate of your company?

2) Did the originator of this account or previous servicers of this account have a ware house account agreement or contract with your company?

3) Did the originator of this account or previous servicers of this account receive any compensation, fee, commission, payment, rebate or other financial consideration from your company or any affiliate of your company for handling, processing, originating or administering this loan? If yes, please describe and itemize each and every form of compensation, fee, commission, payment, rebate or other financial consideration paid to the originator of this account by your company or any affiliate.

4) Please identify for me where the originals of this entire account file are currently located and how they are being stored, kept and protected.

5) Where is the original monetary instrument or mortgage I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

6) Where is the original deed of trust or mortgage and note I signed located? Please describe its physical location and anyone holding this note as a custodian or trustee if applicable.

7) Since the inception of this loan, has there been any assignment of my monetary instrument/asset to any other party? If the answer is yes, identify *the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment.*

8) Since the inception of this loan, has there been any assignment of the deed of trust or mortgage and note to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment.

9) Since the inception of this loan, has there been any sale or assignment of servicing rights to this mortgage account to any other party? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has received such assignment or sale.

10) Since the inception of this loan, has any sub-servicers serviced any portion of this mortgage loan? If the answer is yes, would you kindly identify the names and addresses of each and every individual, party, bank, trust or entity that has sub-serviced this mortgage loan.

11) Has this mortgage account been made a part of any mortgage pool since the inception of this

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loan? If yes, please identify for me each and every account mortgage pool that this mortgage has been a part of from the inception of this account to the present date.

12) Has each and every assignment of my asset/monetary instrument been recorded in the county land records where the property associated with this mortgage account is located?

13) Has there been any electronic assignment of this mortgage with MERS [Mortgage Electronic Registration System] or any other computer mortgage registry service or computer program? If yes, please identify the name and address of each and every individual, entity, party, bank, trust or organization or servicers that has been assigned the mortgage servicing rights to this account as well as the beneficial interest to the payments of principal and interest on this loan.

14) Have there been any investors (as defined in your industry) who have participated in any mortgage-backed security, collateral mortgage obligation or other mortgage security instrument that this mortgage account has ever been a part of from the inception of this mortgage to the present date? If yes, please identify the name and address of each and every individual, entity, organization and/or trust.

15) Please identify for me the parties and their addresses to all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.

16) Please provide me with copies of all sales contracts, servicing agreements, assignments, allonges, transfers, indemnification agreements, recourse agreements and any agreement related to this account from its inception to the current date written above.

17) How much was paid for this individual mortgage account by you?

18) If part of a mortgage pool, what was the principal balance used by you to determine payment for this individual mortgage loan.

19) If part of a mortgage pool, what was the percentage paid by you of the principal balance above used to determine purchase of this individual mortgage loan.

20) Who did you issue a check or payment to for this mortgage loan?

21) Please provide me copies with the front and back of canceled check.

22) Did any investor approve the foreclosure of my property?

23) Has HUD assigned or transferred foreclosure rights to you as required by 12 USC 3754?

24) Please identify all persons who approved the foreclosure of my property.

Please provide me with the documents I have requested and unbundled answer to each of my questions within the required lawful time frame. Upon receipt of the documents and answers, an exam and audit will be conducted that may lead to a further document request and answers to questions under an additional QWR letter.

Copies of this Qualified Written Request, Validation of Debt, TILA and request for accounting and legal records, Dispute of Debt letter are being sent to FTC, HUD, Thrift Supervision, all relevant state and federal regulators; and other consumer advocates; and my congressman.

It is my hope that you answer this RESPA REQUEST in accordance with law and the questions, documents and validation of debt to the penny and correct any abuse(s) or scheme(s) uncovered and documented.

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Default Provision(s) under this QUALIFIED WRITTEN RESPA REQUEST

BANK OF AMERICA, N.A.'s or any agents, transfers, or assigns omissions of or agreement by silence of this RESPA REQUEST via certified rebuttal of any and all points herein this RESPA REQUEST", agrees and consents to including but not limited by any violations of law and/or immediate terminate/remove any and all right, title and interests (liens) in Nelson-Leon: Bruce's or any property or collateral connected to Nelson-Leon: Bruce or account #202985786 and waives any and all immunities or defenses in claims and or violations agreed to in this RESPA REQUEST including but not limited by any and all:

1) Nelson-Leon: Bruce's right, by breach of fiduciary responsibility and fraud and misrepresentation revocation and rescinding of any and all power of attorney or appointment BANK OF AMERICA, N.A. may have or may have had in connection with account #202985786 and any property and/or real estate connected with account #202985786.

2) Nelson-Leon: Bruce's right to have any certificated or uncertificated security re-registered in Nelson-Leon: Bruce's, and only Nelson-Leon: Bruce's name.

3) Nelson-Leon: Bruce's right of collection via BANK OF AMERICA, N.A.'S liability insurance and/or bond.

4) Nelson-Leon: Bruce's entitlement in filing and executing any instruments, as power of attorney for and by BANK OF AMERICA, N.A., including but not limited by anew certificated security or any security agreement perfected by filing a UCC Financing Statement with the Secretary of State in the State where the BANK OF AMERICA, N.A. is located.

5) Nelson-Leon: Bruce's right to damages because of BANK OF AMERICA, N.A.'s wrongful registration, breach of intermediary responsibility with regard to Nelson-Leon: Bruce's asset by BANK OF AMERICA, N.A. issuing to Nelson-Leon: Bruce a certified check for the original value of Nelson-Leon: Bruce's monetary instrument.

6) Nelson-Leon: Bruce's right to have account #202985786 completely set off because of BANK OF AMERICA, N.A.'S wrongful registration, breach of intermediary responsibility with regard to Nelson-Leon: Bruce's monetary instrument/asset by BANK OF AMERICA, N.A. sending confirmation of set off of wrongful liability of Nelson-Leon: Bruce and issuing a certified check for the difference between the original value of Nelson-Leon: Bruce's monetary instrument/asset and what Nelson-Leon: Bruce mistakenly sent to BANK OF AMERICA, N.A. as payment for such wrongful liability.

BANK OF AMERICA, N.A. or any transfers, agents or assigns offering a rebuttal of this RESPA REQUEST must do so in the manner of this "RESPA REQUEST" in accordance of and in compliance with current statutes and/or laws by signing in the capacity of a fully liable man or woman being responsible and liable under the penalty of perjury while offering direct testimony with the officials capacity as an appointed agent for BANK OF AMERICA, N.A. in accordance with BANK OF AMERICA, N.A.'S Articles of Incorporation, Article of Incorporation, By Laws duly signed by a current and duly sworn under oath director(s) of such corporation/Holding Corporation/National Association. Any direct rebuttal with certified true and complete accompanying proof must be posted with the Notary address herein within sixty days. When no verified rebuttal of this "RESPA REQUEST" is made in a timely manner, a "Certificate of Non-Response" serves as BANK OF AMERICA, N.A.'S judgment and consent/agreement by means of silence with any and all claims and/or violations herein-stated in the default provisions or any other law.

Power of Attorney: When BANK OF AMERICA, N.A. fails by not rebutting to any part of this "RESPA REQUEST" BANK OF AMERICA, N.A. agrees with the granting unto Nelson-Leon:

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Bruce's unlimited Power of Attorney and any and all full authorization in signing or endorsing BANK OF AMERICA, N.A.'S name upon any instruments in satisfaction of the obligation(s) of this RESPA REQUEST/Agreement or any agreement arising from this agreement. Pre-emption of or to any Bankruptcy proceeding shall not discharge any obligation(s) of this agreement.

Consent and agreement with this Power of Attorney by BANK OF AMERICA, N.A. waives any and all claims of Nelson-Leon: Bruce, and/or defenses and remains in effect until satisfaction of all obligation(s) by BANK OF AMERICA, N.A. has been satisfied.

Respectfully,

Nelson-Leon: Bruce

cc: Federal Trade Commission, 600 Pennsylvania Ave. NW, Washington, DC 20580
cc: Office of Housing Enterprise Oversight, 1700 G Street, NW, Fourth Floor, Washington, DC 20552
cc: Office of RESPA and Interstate Land Sales, Office of Housing, Room 9146, Dept. of Housing and Urban Development, 451 Seventh St., SW, Washington, DC 20410

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Jurat

State of South Carolina)
) ss
County of Dorchester)

Having witnessed the signing and sealing of the forgoing RESPA Request declaration by **Nelson-Leon: Bruce**, and having proven to me on the basis of satisfactory evidence to be the living man/woman who appeared before me, I place my hand and seal hereon as an authentic act as a Notary Public.

Subscribed to and affirmed before me on this 10th day in the month of July in the year of our Lord and Savior, 2015 A.D.

(Seal)

Notary Public JUL 10 2015

Address of Notary Public:
1605 Central Ave. Ste C
Summerville, SC 29483

My Notary Expires

LORI R. BEIER
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires
9/20/21

NOTE: This Notary Public is not an attorney licensed to practice law in this state and has not given legal advice or accepted fees for legal advice; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. This Notary Public is NOT a party to this action and is ONLY acting in an authorized capacity as liaison to communications between the parties.

COPY

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on JUL 1 0 2015, the undersigned Notary Public mailed to:

BANK OF AMERICA, N.A
P.O. BOX 942019
SIMI VALLEY, CA 93094-2019

hereinafter, "Recipient," the documents pertaining to Acct. # 202985786 regarding Nelson-Leon: Bruce as follows:

1. **RESPA Request**
2. reference copy of **Notary's Certificate of Service** (signed original on file)

by Certified Mail No. 7004 1160 0004 7704 3565 attached 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 U.S. Postal Service within the State of South Carolina.

I Nelson-Leon: Bruce witnessed notary placing documents in the envelopes.

Nelson-Leon: Bruce

(Seal)

NOTARY PUBLIC

JUL 1 0 2015
DATE

Address of Notary Public:
1605 Central Ave Ste B
Summerville, SC 29483

My Notary Expires

LORI R. BEIER
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires
9/20/21

COPY

NOTICE OF FAULT IN DISHONOR
(Opportunity to Cure)

Certified Mail#: **7004 1160 0004 7704 3350**

Notice date: **September 14, 2015**

Claimant(s): **Nelson-Leon: Bruce**
Service by and respond to:
c/o Lori R. Beier, Notary Public
1605 Central Avenue, Ste 6
Summerville, South Carolina 29483

Respondent(s): **Paul M. Donofrio, (Chief Financial Officer)**
c/o BANK OF AMERICA, N.A.
BAC HOME LOANS SERVICING LP
P.O. BOX 942019
SIMI VALLEY, CA 93094-2019

CFO (Chief Financial Officer)
c/o COUNTRYWIDE BANK, FSB
COUNTRYWIDE HOME LOANS SERVICING, LP

Reference: **NELSON LEON BRUCE; LOAN/ACCOUNT # 202985786**

This instrument is a **Notice of Fault in Dishonor (Opportunity to Cure)** upon the RESPA Request by the Claimant(s) dated July 9, 2015, signed, notarized and shipped on or about July 10, 2015 with the U.S.P.S Certified Mail Article No. 7004 1160 0004 7704 3565, and received by the Respondent(s) on or about July 14, 2015 at the address referenced above. The Respondent(s) sent a partial response.

On **July 10, 2015**, Lori R. Beier, Notary Public, at the request of the Claimant(s), presented the following instrument for response:

1. RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST;
2. Reference copy of a NOTARY'S CERTIFICATE OF SERVICE.

DISHONOR: By the terms and conditions of the agreement resulting by the offer and acceptance of that presentment, the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the Request within sixty (60) days and to provide verification in the form of an affidavit. A dishonor of the Request discharges the alleged liability that the Respondent(s) have claimed.

Allowing sixty (60) days for the receipt with an extra two (2) days for a total of sixty-two days (62) and the time allowed having passed for receipt, and the Notary showing no record of a full response, Claimant(s) now deems the request to have been dishonored on **September 14, 2015**, and therefore a confession of judgment on the merits is warranted.

FAULT: Due to the failure of the response of the Request places the Respondent(s) at **fault**. This presentment is the Claimant(s) good faith offer for an extension of the time to the Respondent(s) for making the required response by an additional three (3) days. Respondent(s) have three (3) days, for sending a full response to the *Service by and respond to* address given above. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response, as a sufficient verified response is defined below, to this **Notice of Fault in Dishonor** is consenting with the Claimant(s) entry of a **Notice of Default in Dishonor** upon the Respondent(s), and the issuance of a certificate verifying Respondent(s) non-performance, acceptance of liability, and Respondent(s) acquiescence and tacit agreement with all terms, conditions and stipulations herein by Lori R. Beier, Notary Public.

RESPONSE: Only a response that meets the following criteria qualifies as a sufficient verified response:

1. Any response must be made via a sworn affidavit, verified and/or affirmed by a signature under the penalty of perjury, or by a signature under the full commercial liability [illegible]
2. Any response must include a verified and/or affirmed adjusted statement of account; and
3. Any response must be made as a presentment to the Notary Public named above, under the *Service by and respond to* address given above, and received by said Notary Public no later than three (3) days from the postmark of this presentment.

DEFAULT: Default is with the Respondent(s) confession of judgment to the following:

1. Failure to answer Claimant(s) RESPA Request in full is sufficient for the discharge, settlement and set off of any and all

COPY

alleged debts, obligations, duties and liabilities of or relating to the above-referenced alleged Loan/Account No. 202985786 regarding NELSON LEON BRUCE.

2. The balance due on the above-referenced alleged Loan/Account No. 202985786 is Zero and 00/100 dollars ($0.00).
3. The Respondent(s) irrevocable conveyance of any and all rights, titles and interests in and on any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No. 202985786 to the Claimant(s).
4. The Respondent(s) irrevocable conveyance of the authority for the acquisition, procurement, and/or production of any and all records, documents, and/or communications necessary for the securing of any and all rights, titles and interests in and on any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No. 202985786 to the Claimant(s).
5. The Respondent(s) waiver of any and all claims, rights, immunities and defenses.

Respondent(s) confession of judgment is with these stipulations:

1. Respondent(s) are granting a specific power-of-attorney for the acquisition, procurement and/or production of any and all records, documents, and/or communications necessary for the securing of any and all rights, titles, and interests in or pertaining to any and all collateral associated with or secured by the above-referenced alleged Loan/Account No. 202985786 to the Claimant(s).
2. Respondent(s) are consenting with the filing of encumbrances, including but not limited to liens, writs of possession, writs of execution, and writs of attachment on any and all property, fixtures, accounts, and public hazard bonds by the Claimant(s) against the Respondent(s) up to the amount of Ten million and 00/100 dollars ($10,000,000.00) for any and all actions taken by the Respondent(s) with the hindering, impeding, obstruction and/or delaying of the Claimant(s) rights, titles and interests in any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No. 202985786.
3. Respondent(s) are consenting with the filing of encumbrances, including but not limited to liens, writs of possession, writs of execution, and writs of attachment, on any and all property, fixtures, accounts, and public hazard bonds by the Claimant(s) against the Respondent(s) up to the amount of Ten million and 00/100 dollars ($10,000,000.00) for any and all actions taken by the Respondent(s) with the semblance of harassment, coercion, defrauding, and/or defamation of the Claimant(s) and/or the Claimant(s) collateral.

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

IN WITNESS WHERE OF I here unto set my hand and seal on this 14th day of September, 2015 and hereby certify all the statements made above are true, correct and complete.

Date: **September 14, 2015**

Claimant: Nelson-Leon: Bruce (Seal)
Nelson-Leon: Bruce

State of South Carolina)
) ss
County of Dorchester)

JURAT

Subscribed and sworn to (or affirmed) before me on this **14th** day of **September, 2015**, by **Nelson-Leon: Bruce**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

SEP 14 2015

Signature

LORI R. BEIER
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires
9/20/21

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COPY

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

CFO, (Chief Financial Officer)
c/o BANK OF AMERICA, N.A.
BAC HOME LOANS SERVICING, LP
P.O. BOX 942019
SIMI VALLEY, CA 93094-2019

herein after, "Recipient, "the documents and sundry papers pertaining to a certain Loan/Account # 202985786 regarding NELSON LEON BRUCE as follows:

1. **NOTICE OF FAULT IN DISHONOR,** issued by Nelson-Leon: Bruce and dated September 14, 2015; and
2. reference copy of this **Notary's Certificate of Service** (signed original on file)

by Certified Mail No. 7004 1160 0004 7704 3350 Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Nelson-Leon: Bruce

(Seal)

NOTARY PUBLIC

SEP 14 2015
DATE

LORI R. BEIER
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires
9/20/21

My commission expires: _____

(Stamp)

Lori R. Beier, Notary Public
1605 Central Avenue Ste 6
Summerville, South Carolina 29483

COPY

NOTICE OF DEFAULT IN DISHONOR

Certified Mail#: **7004 1160 0004 7704 3374**

Notice date: **September 21, 2015**

Claimant(s): **Nelson-Leon: Bruce**
Service by and respond to:
c/o Lori R. Beier, Notary Public
1605 Central Avenue, Ste 6
Summerville, South Carolina 29483

Respondent(s): **Paul M. Donofrio, (Chief Financial Officer)**
c/o BANK OF AMERICA, N.A.
BAC HOME LOANS SERVICING LP
P.O. BOX 942019
SIMI VALLEY, CA 93094-2019

CFO (Chief Financial Officer)
c/o COUNTRYWIDE BANK, FSB
COUNTRYWIDE HOME LOANS SERVICING, LP

Reference: **NELSON LEON BRUCE; LOAN/ACCOUNT #202985786**

This instrument is a **RESPA Request letter** upon the instrument(s) tendered by the Claimant(s) dated July 9, 2015, signed, notarized and shipped on or about July 10, 2015 with the U.S.P.S Certified Mail Article No. **7004 1160 0004 7704 3565**, and received by the Respondent(s) on or about July 14, 2015 with the last response dated August 27, 2015 which now show only a partial response and the instrument is a **Notice of Fault in Dishonor Opportunity to Cure** upon the instrument(s) tendered by the Claimant(s) on or about September 14, 2015 with the U.S.P.S Certified Mail Article No. **7004 1160 0004 7704 3350**, and received by the Respondent(s) on or about September 16, 2015 at the address referenced above.

PRESENTMENTS: On or around between **July 10, 2015 and September 14, 2015**, Lori R. Beier, Notary Public, at the request of the Claimant(s), presented the following instrument(s):

1. RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST;
2. NOTICE OF FAULT IN DISHONOR (Opportunity to Cure)
3. Reference copy of a NOTARY'S CERTIFICATE OF SERVICE on both.

DISHONOR: By the terms and conditions of the agreement resulting from the request, the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST within sixty (60) days with an extra 2 days in between for a total of sixty-two (62) days and/or in good faith protest and/or honor the NOTICE OF FAULT IN DISHONOR (Opportunity to Cure) within three (3) days and to provide verification in the form of an adjusted statement of account and/or verified response. A dishonor of the requests discharges the alleged liability that the Respondent(s) have claimed.

Allowing sixty (60) days with an extra 2 days in between for a total of sixty-two (62) days for the RESPA Request with only a partial response, and an additional three (3) days with an extra two (2) days in between for a total of five (5) additional days on the opportunity to cure, This **Notice of Default in Dishonor**, stands as fact that the time allowed having passed for response, and the Notary showing no record of response, Claimant(s) now deems the instrument(s) to have been dishonored on **September 21, 2015**, and there by comprising a confession of judgment on the merits.

DEFAULT: For the Respondent(s) failure to honor the requests, places the Respondent(s) at **fault**. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response to the Request and to the **RESPA QUALIFIED WRITTEN REQUEST, COMPLAINT, DISPUTE OF DEBT & VALIDATION OF DEBT LETTER, TILA REQUEST** and **Notice of Fault in Dishonor (Opportunity to Cure)**, Respondent(s) thereby acquiesce and tacitly agree with all terms, conditions and stipulations set forth within this **Notice of Default in Dishonor**.

COPY

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

IN WITNESS WHERE OF I here unto set my hand and seal on this **21st day of September 2015** and hereby certify all the statements made above are true, correct and complete.

Date: **September 21, 2015**

Claimant: Nelson Leon: Bruce (Seal)
Nelson-Leon: Bruce

State of South Carolina)
) ss
County of Dorchester)

JURAT

Subscribed and sworn to (or affirmed) before me on this 21st day of September, 2015, by Nelson-Leon: Bruce, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature

SEP 2 1 2015

LORI R. BEIER
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires
9/20/21

COPY

NOTARY'S CERTIFICATE OFSERVICE

It is here by certified, that on the date noted below, the under signed Notary Public mailed to:

Paul M. Donofrio, (Chief Financial Officer)
c/o BANK OF AMERICA, N.A.
BAC HOME LOANS SERVICING LP
P.O. BOX 942019
SIMI VALLEY, CA 93094-2019

Hereinafter, "Recipient," the documents and sundry papers pertaining to a certain Loan/Account #202985786 regarding NELSON LEON BRUCE as follows:

1. **NOTICE OF DEFAULT IN DISHONOR,** issued by Nelson-Leon: Bruce and dated September 21, 2015; and
2. reference copy of this **Notary's Certificate of Service** (signed original on file)

by Certified Mail No. **7004 1160 0004 77704 3374** Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Nelson-Leon: Bruce

NOTARYPUBLIC

SEP 2 1 2015
DATE

(Seal)

LORI R. BEIER
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires
9/20/21

My commission expires: _____

(Stamp)

Lori R. Beier, Notary Public
1605 Central Avenue Ste 6
Summerville, South Carolina 29483

EXHIBIT 1-D

COPY

Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure

Affiant:
Nelson-Leon: Bruce
C/o 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina Republic, near [29483]

Account Number: 202985786
Date of Discovery and Disclosure Request:
Certified Mail Number 7016 0600 0001 1518 8093

Respondent:
BANK OF AMERICA, N.A.
Attn: CEO **(Brian T. Moynihan)** and CFO **(Paul M. Donofrio)**
c/o Correspondence Unit
FL-1-908-01-49
P.O. Box 31785
Tampa, FL 33631-3785

Mailing Date: June 29, 2016

FILED - RECORDED
2017 APR -3 PM 4:44
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY, SC

Please mail or deliver to the Borrower, NELSON L. BRUCE, the following pertinent Evidence: Produce the **Originals** or **Certified** and **Verified Official Copies** of the **Original Loan – Related Documents** *(including all related papers, electronic communications and E-Mails, etc.,)* as stipulated by Law. BANK OF AMERICA, N.A. by and through its Representatives or Assigns are **"Requested"** to schedule a timely and transparent **Meeting** establishing an opportunity for me and/or his **Consul**, and /or my **CPA** to make a thorough **Physical Inspection** of the **Loan – related Documents,** and all other related instruments, so as to enable the Borrower and his Consul, or CPA to physically Examine; to Verify; to Confirm; and to Witness the same instruments; and to Rebut any mistakes or misrepresentations; to compare our records, facts and information; and to correct the same for the Public Record.

This Writ is a Lawful Demand and Request, and is hereby issued under the **"Rules of Discovery"** and forwarded to BANK OF AMERICA, N.A. and to its Representatives and / or its Assigns, according to Law and the **"Disclosure Rules."** This **Request** is to give **Legal Notice** to the Representatives and Assigns of BANK OF AMERICA, N.A., its Agency Personnel, and its Contractors; and to inform them to proceed and to do those things necessary to set and arrange for a timely "Resolution Meeting" to close, to solve, to unravel, and to settle these matters. The alleged borrower will have affirming witnesses present. The requested Resolution Meeting shall be to set and concluded to effectuate the above - stated **Physical Examinations** and **Witnessing** of the Requested **Documents;** and the delivery and presentment of the same shall be orderly arranged, satisfied and concluded within ten (10) Days of the Receipt of this **"Notice and Request of Full Discovery and Disclosure"** unless a request for additional time is received at the address referenced above.

BANK OF AMERICA, N.A. and its profiting Representatives or Assigns are also Requested, **"For The Record"** to produce the following **Records, Information** and **Documents** as initially noted and

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

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related to the alleged **Loan** in this alleged claim, bearing the Account Number 202985786; which are in controversy. The requested "Full Discovery and Disclosure" is to include all inter-dependent, inter-related documents, and all associated Instruments attached thereto; covering all the associated Files and Notes and Instruments constructed from the initiation of the alleged Loan up and unto the present day; and reflecting all related and accumulated documents, notes, and data:

1. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "**Requested**" to Fully Disclose and to produce the "**Original Promissory Note**" baring the wet ink signature of the borrower being lawful, legible and verifiable proof of evidence (*exposing the front and the back*) and marked with the Account Number, 202985786, with the clear signatures of the Lender(s) and all the evidence associated with the **Original Alleged Loan,** indicating the exchange of **Substance** or **Specie** alleged to have been issued from your BANK OF AMERICA, N.A./Agency Representatives or Persons and given to the Borrower NELSON L. BRUCE.
2. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "**Requested**" to produce any and all "**Allonge**" or **Riders**; any "**Bills of Exchange**"; and any other "**Promissory Note(s)**" *(exposing the front(s) and the back(s)* complete with any "**Affixations**" or "**Allocations**" attached to, or associated with, the Borrower's "**Original Promissory Note**" and used for "**Endorsements.**"

3. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "**Requested**" to produce and disclose all **Bookkeeping Journal Entries** associated with the alleged **Loan** given to the Borrower NELSON L. BRUCE. Include all the complete names, the addresses, the locations, and the business contacts of all the acting Trustee(s), Feoffers and / or the affirmed Surety Holders.

4. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "**Requested**" to produce, disclose and reveal the "**Deed of Trust**" associated with the **Original Loan** and to reveal and Fully disclose all other Notes related in any other way to the Borrower NELSON L. BRUCE.

5. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "**Requested**" to produce Evidence of the "**Insurance Policy**" that was constructed, associated with, or put in place on, or against, the Borrower's "**Promissory Note**" and associated with the alleged **Loan** bearing the Account Number 202985786.

6. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "**Requested**" to produce all "**RC-S & RC-B Call Schedules/Reports**" and any other related "**Notes**" or instruments made or constructed for the entire period covering the alleged **Loan** given to the Borrower.

7. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "**Requested**" to produce the documented evidence of the original "**Deposit Slip**" issued for the **Deposit** of the Borrower's "**Promissory Note**" and associated with the alleged **Loan.**

8. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "**Requested**" to produce the "**Original Order**" authorizing the withdrawal of **Funds** from the Borrower's "**Promissory Note**" Deposit Account.

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

Certified True Copy AC

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9. BANK OF AMERICA, N.A., through its Representatives or Assigns is hereby "**Requested**" to produce the "**Account Number**" and the Source from which the money came to "**Fund**" the original "**Check**" given to the "**Borrower**".

10. BANK OF AMERICA, N.A., through its Representatives or Assigns is hereby "**Requested**" to produce "**Verification**" evidence, and proof that the Borrower's "**Promissory Note**" was a "**Gift**" to the "**Lender**" from the **Borrower**; and that the same was fully disclosed to the Borrower NELSON L. BRUCE.

11. BANK OF AMERICA, N.A., through its Representatives or Assigns is hereby "**Requested**" to produce the full and complete "**Name**(s)" and the "**Address**(s)" of the current and previous "**Holder**(s)" of the Borrower's "**Promissory Note**" associated with the alleged **Loan**.

12. BANK OF AMERICA, N.A., through its Representatives or Assigns is hereby "**Requested**" to produce and Fully Disclose the full and complete "**Name**(s)" and the "**Address**(s)" of the "**Lender's CPA** and "**Auditor**;" or any other Holder or Record - Keeper for the entire period covering the **Execution** of the **Mortgage** or alleged **Loan given to the Borrower.**

13. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "**Requested**" to produce and fully disclose **the "FR 2046 (balance sheet)"** collected by the Federal Reserve associated with the Borrower's **"Promissory Note"** associated with the alleged **Loan.** I am reserving my rights under **12 U.S.C. 248 & 347** to request and receive these documents being requested.

14. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby '**Requested**' to produce and fully disclose the **"1099 OID report"** associated with the Borrower's **"Promissory Note"** associated with the alleged **Loan**.

15. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby '**Requested**' to produce and fully disclose the **S3 (A registration statement)** associated with the Borrower's **"Promissory Note"** associated with the alleged **Loan**.

16. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby '**Requested**' to produce and fully disclose the **"424 B-5 prospectus (security filing)"** associated with the Borrower's **"Promissory Note"** associated with the alleged **Loan.**

17. BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby '**Requested**' to produce and fully disclose the "FASB (Financial Accounting Standards)" associated with the Borrower's **"Promissory Note"** associated with the alleged **Loan.**

This Writ shall stand as firm and **"Lawful Evidence"** of the **Borrower's** exercising his **"due process"** rights to **Request, Full Discovery** and **Disclosure;** and establishes **"For The Record"** an honorable and **"Good Faith"** attempt on his part to clear up any flawed entries; any **insensate misrepresentations;** or any other mis-prints, mistakes, frauds, or **confusion** concerning his or her intent to make clear, unvarnished, and corrective **resolutions** in this alleged **Loan or Mortgage** matter. This Request must be satisfied before accepting any vague assumptions; any other misrepresentations; any secondary contracts; and before the claimants taking any further actions.

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

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I as man Nelson-Leon: Bruce am prepared to meet with BANK OF AMERICA, N.A. Representative(s), or its Assigns forthwith; and will have diligently attentive **Consul / Council** and affirmed **Witnesses** present, **for the Public Record.**

BANK OF AMERICA, N.A. and its Representative(s) or its Assigns have claimed to be a **"Secured Party-of-Interest"** in the alleged **"Loan."** Therefore the requisite, obligatory, documented and preserved pre-existing Records and Manifests are required by Law to have been confirmed and placed into "Evidence" by identifiable and confirmable delegated Representatives and profiteers acting for BANK OF AMERICA, N.A.... Law and "due process" required the requested, pre-existing evidence to be presented, examined and confirmed as true and correct in order for the claimants to lawfully initiate any court **"Actions"** in this Case and controversy. Proof and Disclosure of all the Exhibits of that Oath - affirmed **"Evidence"** and filing is also hereby formally **"Requested."**

Any failure or avoidance on the part of the Representatives / Assigns / Claimants to effectuate the forwarding of complete answers to this Request, and a failure of the Representatives or Assigns to **"Respond"** to this lawful **"Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure;"** and the failure of any of them to responsibly and to fully answer all seventeen (17) of the clearly – specified, Loan – related Requests herein listed, will be considered an affirmation of fact and evidence that BANK OF AMERICA, N.A. and its Representative(s) or Assigns have no valid claim; have no lawful **"Interests"** in the Estate or property; and that the claimants have no lawful debt **"Claims"** or **"Title(s) of Ownership"** in the alleged property, estate, or **Loan** matter at hand; nor do the claimants have standing in the said controversy.

BANK OF AMERICA, N.A. or its Representatives or Assigns are required to answer this **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure** completely and to be thoroughly specific in answering the lawful questions and issues presented and arising in this controversy.

The Representatives, Trustees, Feoffers, or Assigns are to materially and expediently return this same Request, Discovery and Disclosure (*as presented*) and with all seventeen (17) points or issues fully **answered within the allotted ten (10) days of Receipt of the same.** Any untoward or deceptive acts; misrepresentations; diversions; deceitful redirections; or any incomplete or non-answered Response to the questions presented to the Representatives, Holders or Trustees, etc., will be considered an affirmation of secrete, disguise, and disingenuous intent. Any avoidance of truth shall be considered an "Inducement to Fraud;" and the said "Failure of Response" on the part of the Representatives, Trustees, Feoffers, or Assigns, neglecting their responsibilities to answer every one (*and all of the specific seventeen (17) above – noted Loan – issues*) shall constitute a violation of Trust, a breach Trust, and a tacit acquiescence, established for the record by non-compliance. The same dispensations shall be published for the Public Record.

Any willful **"Non-Disclosure"** and **Default**; in this matter shall be deemed a **Dishonor**; and thereby voiding all positions of trust. Any Allegations or Claims of Ownership or interest made by BANK OF AMERICA, N.A. or by its Representatives, trustees, Feoffers, Agents, Contractors, or Assigns, shall be held as Null and Void. The Affiant reserves all Rights of Claim; and the Affiant's **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure** shall stand as Law.

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

Certified True Copy

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This Legal Notice to Principal is a Legal Notice to Agent; and this Legal Notice to Agent is a Legal Notice to Principal.

Without prejudice

By: Nelson-Leon: Bruce

Nelson-Leon: Bruce©: Sui Juris
Authorized Representative
"All Rights Reserved"

Jurat

State of South Carolina)
) ss
County of Dorchester)

Having witnessed the signing and sealing of the forgoing **AFFIDAVIT OF FACT WRIT IN THE NATURE OF REQUEST FULL DISCOVERY AND DISCLOSURE** declaration by **Nelson-Leon: Bruce**, and having proven to me on the basis of satisfactory evidence to be the living man who appeared before me, I place my hand and seal hereon as an authentic act as a Notary Public.

Subscribed to and affirmed before me on this _____ day in the month of JUN 30 2016
In the year of our Lord and Savior, 2016 A.D.

Notary Public

Address of Notary Public:
1605 Central Avenue, Ste. 6
Summerville, SC 29483

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

My Notary Expires _____

(Stamp)

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

Certified True Copy ac

COPY

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

BANK OF AMERICA, N.A.
Attn: CEO **(Brian T. Moynihan)** and CFO **(Paul M. Donofrio)**
c/o Correspondence Unit
FL-1-908-01-49
P.O. Box 31785
Tampa, FL 33631-3785

hereinafter, "Recipient," the documents and sundry papers pertaining to the Recipient, are as follows:

1. **AFFIDAVIT OF FACT WRIT IN THE NATURE OF REQUEST FULL DISCOVERY AND DISCLOSURE on account No. 202985786 dated June 29, 2016 (5 pages);**
2. **Carificate of Non-Response - Notice of Default 2 pages)**
3. **Copy of Notice of Default in Dishonor (4 pages)**
4. **reference copy of this Notary's Certificate of Service (1 page) (signed original on file),**

a total of **Twelve (12)** pages,

by Certified Mail No. **7016 0600 0001 1518 8093** Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

I Nelson-Leon: Bruce witnessed notary placing documents in the envelopes.

Nelson-Leon: Bruce© Sui Juris
"All Rights Reserved"

NOTARY PUBLIC

JUN 30 2016
DATE

Address of Notary Public:
1605 Central Avenue, Ste. 6
Summerville, SC 29483

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

My Notary Expires _____

(Stamp)

COPY

NOTICE OF FAULT IN DISHONOR
(Opportunity to Cure)

Certified Mail#: **7016 0600 0001 1511 5112**

Notice date: **July 22, 2016**

Claimant(s): **Nelson-Leon: Bruce**
Service by and respond to:
c/o Amanda Collins, Notary Public
1605 Central Avenue, Ste.6 #167
Summerville, South Carolina 29483

Respondent(s): **BANK OF AMERICA, N.A.**
Attn: CEO (Brian T. Maynihan) and CFO (Paul M. Donofrio)
c/o Correspondence Unit
FL-1-908-01-49
P.O. Box 31785
Tampa, FL 33631-3785

Reference: **NELSON LEON BRUCE; LOAN/ACCOUNT # 202985786**

This instrument is a **Notice of Fault in Dishonor Opportunity to Cure** upon the **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure** by the Claimant(s) on or about June 30, 2016 with the Certified Mail Article No. 7016 0600 0001 1518 8093 U.S.P.S, and received by the Respondent(s) on or about July 7, 2016 at the address referenced above.

On **June 30, 2016**, Amanda Collins, Notary Public, at the request of the Claimant(s), presented the following instrument for response:

1. Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure;
2. Reference copy of a NOTARY'S CERTIFICATE OF SERVICE.

DISHONOR: By the terms and conditions of the agreement resulting by the offer and acceptance of that presentment, the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the Request within sixty (10) days and to provide verification in the form of an affidavit. A dishonor of the Request discharges the alleged liability that the Respondent(s) have claimed.

Allowing ten (10) days for the receipt and the time allowed having passed for receipt also allowing an additional 5 days, and the Notary showing no record of response, Claimant(s) now deems the request to have been dishonored on **July 22, 2016**, and therefore a confession of judgment on the merits is warranted.

FAULT: Due to the failure of the response of the Request places the Respondent(s) at **fault**. This presentment is the Claimant(s) good faith offer for an extension of the time to the Respondent(s) for making the required response by an additional ten (10) days. Respondent(s) have ten (10) days, for sending a response to the *Service by and respond to* address given above. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response, as a sufficient verified response is defined below, to this **Notice of Fault in Dishonor Opportunity to Cure** is consenting with the Claimant(s) entry of a **Notice of Default in Dishonor** upon the Respondent(s), and the issuance of a certificate verifying Respondent(s) non-performance, acceptance of liability, and Respondent(s) acquiescence and tacit agreement with all terms, conditions and stipulations herein by Amanda Collins, Notary Public.

RESPONSE: Only a response that meets the following criteria qualifies as a sufficient verified response:

1. Any response must be made via a sworn affidavit, verified and/or affirmed by a signature under the penalty of perjury, or by a signature under the full commercial liability, of the affiant(s) thereof; and
2. Any response must include a verified and/or affirmed adjusted statement of account; and
3. Any response must be made as a presentment to the Notary Public named above, under the *Service by and respond to* address given above, and received by said Notary Public no later than ten (10) days from the postmark of this presentment.

DEFAULT: Default is with the Respondent(s) confession of judgment to the following:

1. Failure to answer Claimant(s) Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure for the discharge, settlement and set off of any and all alleged debts, obligations, duties and liabilities of or relating to the above-referenced alleged Loan/Account No. 202985786 regarding NELSON LEON BRUCE.
2. The balance due on the above-referenced alleged Loan/Account No. 202985786 is Zero and 00/100 dollars ($0.00).
3. The Respondent(s) irrevocable conveyance of any and all rights, titles and interests in and on any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No. 202985786 to the Claimant(s).

COPY

4. The Respondent(s) irrevocable conveyance of the authority for the acquisition, procurement, and/or production of any and all records, documents, and/or communications necessary for the securing of any and all rights, titles and interests in and on any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No. 202985786 to the Claimant(s).

5. The Respondent(s) waiver of any and all claims, rights, immunities and defenses.

Respondent(s) confession of judgment is with these stipulations:

1. Respondent(s) are granting a specific power-of-attorney for the acquisition, procurement and/or production of any and all records, documents, and/or communications necessary for the securing of any and all rights, titles, and interests in or pertaining to any and all collateral associated with or secured by the above-referenced alleged Loan/Account No. 202985786 to the Claimant(s).

2. Respondent(s) are consenting with the filing of encumbrances, including but not limited to liens, writs of possession, writs of execution, and writs of attachment on any and all property, fixtures, accounts, and public hazard bonds by the Claimant(s) against the Respondent(s) up to the amount of Ten million and 00/100 dollars ($10,000,000.00) for any and all actions taken by the Respondent(s) with the hindering, impeding, obstruction and/or delaying of the Claimant(s) rights, titles and interests in any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No. 202985786.

3. Respondent(s) are consenting with the filing of encumbrances, including but not limited to liens, writs of possession, writs of execution, and writs of attachment, on any and all property, fixtures, accounts, and public hazard bonds by the Claimant(s) against the Respondent(s) up to the amount of Ten million and 00/100 dollars ($10,000,000.00) for any and all actions taken by the Respondent(s) with the semblance of harassment, coercion, defrauding, and/or defamation of the Claimant(s) and/or the Claimant(s) collateral.

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

IN WITNESS WHERE OF I here unto set my hand and seal on this 22nd day of July, 2016 and hereby certify all the statements made above are true, correct and complete.

Date: July 22, 2016

Claimant: Nelson-Leon: Bruce (Seal)
Nelson-Leon: Bruce

State of South Carolina)
) ss:
County of Dorchester)

JURAT

Subscribed and sworn to (or affirmed) before me on this 22nd day of July, 2016, by Nelson-Leon: Bruce, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

(seal)

Signature

JUL 22 2016

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

COPY

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

BANK OF AMERICA, N.A.
Attn: CEO (Brian T. Maynihan) and CFO (Paul M. Donofrio)
c/o Correspondence Unit
FL-1-908-01-49
P.O. Box 31785
Tampa, FL 33631-3785

herein after, "Recipient, "the documents and sundry papers pertaining to a certain Loan/Account # 202985786 regarding NELSON LEON BRUCE as follows:

1. **NOTICE OF FAULT IN DISHONOR OPPORTUNITY TO CURE**, issued by Nelson-Leon: Bruce and dated July 22, 2016; and
2. reference copy of this **Notary's Certificate of Service** (signed original on file)

by Certified Mail No. **7016 0600 0001 1511 5112** Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Nelson-Leon: Bruce

NOTARY PUBLIC

JUL 2 2 2016
DATE

(Seal)

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

My commission expires: 12/4/17

(Stamp)

Amanda Collins, Notary Public
1605 Central Avenue, Ste.6
Summerville, SC 29483

COPY

NOTICE OF DEFAULT IN DISHONOR

Certified Mail#: 7016 0600 0001 1511 5167

Notice date: August 27, 2016

Claimant(s): Nelson-Leon: Bruce
Service by and respond to:
c/o **Amanda Collins, Notary Public**
1605 Central Avenue, Ste. 6 #167
Summerville, South Carolina 29483

Respondent(s): BANK OF AMERICA, N.A. – CFO/CEO
Attn: Chris McMurtry (Customer Advocate)
c/o Thomas P. Cialino (BLANK ROME LLP)
P.O. Box 942019
Simi Valley, CA 93094-2019

Reference: NELSON LEON BRUCE; LOAN/ACCOUNT #202985786

This instrument is a **Notice of Default in Dishonor Opportunity to Cure** upon the **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure** upon the instrument(s) tendered by the Claimant(s) on or about June 30, 2016 with the Certified Mail Article No. 7016 0600 0001 1518 8093 U.S.P.S, and received by the Respondent(s) on or about July 7, 2016 at the address referenced above and the instrument is a **Notice of Fault in Dishonor Opportunity to Cure** upon the instrument(s) tendered by the Claimant(s) on or about July 22, 2016 with the U.S.P.S Certified Mail Article No. 7016 0600 0001 1511 5112, and received by the Respondent(s) on or about July 26, 2016 at the address referenced above.

PRESENTMENTS: On or around between **June 30, 2016 and July 22, 2016**, Amanda Collins, Notary Public, at the request of the Claimant(s), presented the following instrument(s):

1. Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure;
2. NOTICE OF FAULT IN DISHONOR (Opportunity to Cure)
3. Reference copy of a NOTARY'S CERTIFICATE OF SERVICE on both.

DISHONOR: By the terms and conditions of the agreement resulting from the request, the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure** within fifteen (15) days and/or in good faith protest and/or honor the **NOTICE OF FAULT IN DISHONOR (Opportunity to Cure** within ten (10) days with an additional twenty-two (22) days and to provide verification in the form of an adjusted statement of account and/or verified response. A dishonor of the requests discharges the alleged liability that the Respondent(s) have claimed.

Allowing fifteen (15) days for the **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure**, and an additional thirty-two (32) days on the opportunity to cure, This **Notice of Default in Dishonor,** stands as fact that the time allowed having passed for response, and the Notary showing no record of response, Claimant(s) now deems the instrument(s) **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure** to have been dishonored on **July 22, 2016** and the **Notice of Fault in Dishonor (Opportunity to Cure)** to have been dishonored on **August 27, 2016**, there by comprising a confession of judgment on the merits.

DEFAULT: For the Respondent(s) failure to honor the requests, places the Respondent(s) at **fault**. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response to the Request and to the **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure** and **Notice of Fault in Dishonor (Opportunity to Cure)**, Respondent(s) thereby acquiesce and tacitly agree with all terms, conditions and stipulations set forth within this **Notice of Default in Dishonor**.

COPY

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

IN WITNESS WHERE OF I here unto set my hand and seal on this **27th day of August, 2016** and hereby certify all the statements made above are true, correct and complete.

Without prejudice

Date: **August 27, 2016**

By: Nelson-Leon: Bruce

Nelson-Leon: Bruce©: Sui Juris
Authorized Representative
"All Rights Reserved"

State of South Carolina)
) ss: **JURAT**
County of Dorchester)

Subscribed and sworn to (or affirmed) before me on this **27th** day of **August, 2016**, by **Nelson-Leon: Bruce**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

AUG 2 7 2016

Notary Public (Seal)

Address of Notary Public:
1605 Central Avenue, Ste.6
Summerville, SC 29483

My Notary Expires 12/4/17 (Stamp)

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

COPY

Certificate of Non-Response – Notice of Default

From:
Nelson-Leon: Bruce
c/o 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina Republic, near [29483]

Mailing Date: June 29, 2016
Certified Mail #: 7016 0600 0001 1518 8093
RE: Account # 202985786

To:
BANK OF AMERICA, N.A.
Attn: CEO **(Brian T. Moynihan)** and CFO **(Paul M. Donofrio)**
c/o Correspondence Unit
FL-1-908-01-49
P.O. Box 31785
Tampa, FL 33631-3785

On 9/21/2015, I submitted a notice of default for my **"RESPA Request, Complaint, Notice of Dispute, Validation of Debt, Tila Request"** and notice of fault letters of which Bank of America, N.A. sent responses, none of which qualifies as a valid response as no Individual/Representative from Bank of America, N.A. is stating or testifying that they have firsthand knowledge of the documents that were sent was the true original certified or verified copies of the alleged original Loan documents baring any wet ink signatures of the Borrower and neither of the requested information has been answered point by point and Bank of America, N.A. refuses to send the me anything meeting the requirements of my request to validate the alleged debt under certified mail number **7004 1160 0004 7704 3374** by US postal mail received by Bank of America, N.A. therefore I as man Nelson-Leon: Bruce do hereby state that matter is not closed and hold Bank of America, N.A. in complete default of my request under the applicable laws stated within the request referenced above.

With your admission of sign proof that you accepted these documents above and with your notated response admitting that you have refused my legal right to a response to validate this alleged Loan debt, this is formal notice to your office that by your refusing my rights to receive a qualified response and documents requested, non-response and acquiescent, you agree to zero the balance and that there is no valid debt to be claimed by Bank of America, N.A. and the balance should be Zero. In order for Bank of America, N.A. to cure this default, Bank of America, N.A. must provide everything requested in my request labeled **"RESPA Request, Complaint, Notice of Dispute, Validation of Debt, Tila Request,"** my resent **"Notice and Demand to Validation Debt Claim"** letter sent out on **May 28, 2016** under certified mail number **7015 3430 0000 0447 7098** and also answer and provide all documents being requested in the **"AFFIDAVIT OF FACT WRIT IN THE NATURE OF REQUEST FULL DISCOVERY AND DISCLOSURE"** sent with this notice.



COPY

This Notice to Principal is a Notice to Agent; and this Notice to Agent is a Notice to Principal.

Without prejudice

By: Nelson-Leon: Bruce

Nelson-Leon: Bruce©: Sui Juris
Authorized Representative
"All Rights Reserved"

Jurat

State of South Carolina)
) ss
County of Dorchester)

Having witnessed the signing and sealing of the forgoing **Certificate of Non-Response – Notice of Default** declaration by **Nelson-Leon: Bruce**, and having proven to me on the basis of satisfactory evidence to be the living man who appeared before me, I place my hand and seal hereon as an authentic act as a Notary Public.

Subscribed to and affirmed before me on this _____ day in the month of JUN 30 2016 in the year of our Lord and Savior, 2016 A.D.

Notary Public

(Seal)

(Stamp)

Address of Notary Public:
1605 Central Avenue, Ste. 6
Summerville, SC 29483

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

My Notary Expires _____

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

Certified True Copy

EXHIBIT I-C

COPY

FILED - RECORDED
2017 APR -3 PM 4:49
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

AFFIDAVIT OF FACTS

STATE OF NORTH CAROLINA)
) sv. : AFFIDAVIT
COUNTY OF NEW HANOVER)

RE: NELSON L. BRUCE

I, MICHAEL LITTLE , a citizen of the United States and the state of North Carolina , over the ager of 21, and declare as follows , under the penalty of perjury that the facts stated herein are true . I , MICHAEL LITTLE , believe the facts herein to be true and admissible as evidence in a court of law and if called upon as a witness will testify to the same as stated below.

1. That I am trained , have been tested and certified to perform as a Mortgage Securitization Auditor with a background in the all aspects of the Real Estate Industry spanning thirty plus years. I have been educated as a Real Estate Broker , Master Senior Appraiser and hold a Bachelors Degree from an accredited University .

2. That I caused to the Securitization Audit to be performed for Nelson L. Bruce using the best resources available.

3. That I have reviewed and concur with all findings and statements of fact in the audit.

4. That the contents of the report are not to be construed as legal advice.

5. That I strongly recommend that the client , Nelson L. Bruce retain professional legal counsel to bring forth elements exposed in the audit to the attention of the courts and to expose the practices of the financial institutes identified in the audit through discovery..

6. That I have read the accompanying affidavit tendered by Michael Carrigan and concur with the statements therein.

By: _____
Certified Mortgage Auditor

Notary Public
Harold J. Van Essendelft
New Hanover County
North Carolina 110

MAY 26, 2015

My Commission Expires: 6/16/2015

AFFIDAVIT OF FACTS

STATE OF CALIFORNIA)
) **sv.: AFFIDAVIT**
COUNTY OF LOS ANGELES)

RE: NELSON L BRUCE

I, MICHAEL CARRIGAN, a citizen of the United States and the State of California over the age of 21 years, and declare as follows, under penalty of perjury that the facts stated herein are true, correct and complete. The undersigned believes them to be true and admissible as evidence in a court of law, and if called upon as a witness, will testify as stated herein:

1. That I am a subscriber of the Bloomberg Professional Service, certified and licensed to use such service. I have completed the required training and engaged in continuing education with Bloomberg both online and at Bloomberg live training events, to stay abreast with Bloomberg's latest progress and developments. I have the requisite knowledge and the trained ability to navigate and perform effective searches on the on the Bloomberg terminal.

2. I am a Certified Mortgage Securitization Auditor and my qualifications, expertise and experience provide me with the background necessary to certify the audit services and to be qualified as an expert in this field. I have produced approximately two thousand eight hundred Securitized Analysis Reports in residential real estate mortgage investigation in 46 states, the District of Columbia and Puerto Rico, have testified as an expert witness, and have trained auditors in California, Florida, Nevada, New York, New Jersey and Virginia and via the Internet in webinar format. I have a Bachelor's degree with a concentration in Accounting in Business Administration from California State University, Fullerton; a Master's in Business Administration from the UCLA Anderson School of Management; and have had formal training and career experience in accounting; financial reporting; internal control; SEC reporting: financial planning and analysis; financial forecasting; initial public and secondary offerings; corporate tax; corporate finance; investment management; equity, fixed income and derivative securities; credit analysis; asset valuation; ethics; investment advisory services including Series 7 and 66 licensing; real estate investment; real estate finance; real estate principles; redevelopment; government accounting; and procurement.

3. I have the trained skills and qualifications to navigate and perform searches on the Bloomberg terminal in regards to the automated tracking and determination of mortgage and loan related documents and information.

4. The contents of this report are factual, but it is provided for information purposes only and is not to be construed as "legal advice."[1]

[1]The client has been strongly advised to seek legal consultation from a competent legal professional in connection with the contents of this report and how to properly use it.

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5. On May 2, 2015 I researched the Bloomberg online Database at the request of NELSON L BRUCE whose property address is 144 Pavilion Street Summerville. SC 29483.

6. Based on the information I was provided, NELSON L BRUCE signed a Promissory Note in favor of COUNTRYWIDE BANK, FSB on March 30, 2009.

7. The loan was not identified in any publically reporting trust. "Guarantor Ginnie Mae" is stated on the Mortgage Electronic Registration Systems, Inc. web site as "Investor", which indicates a past or current purported ownership interest of this FHA loan. A qualifying trust formed shortly after the execution of the loan on March 30, 2009 is the GINNIE MAE REMIC TRUST 2009-022 with a closing date of April 30, 2009. The underwriters are Bank of America & Loop Capital Markets LLP, the Sponsor is Ginnie Mae and the Trustee is Wells Fargo Bank.

By:

Michael Carrigan
Certified Mortgage Securitization Auditor · Bloomberg Specialist

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A Notary public or other completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that

STATE OF CALIFORNIA)
) sv: **ACKNOWLEDGEMENT**
COUNTY OF LOS ANGELES)

On 5 May, 2015 before me, Javier Mota
(Notary Public)

personally appeared **Michael Carrigan**, who proved to me on the basis of satisfactory evidence to be the man 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, or the entity upon behalf of which the person acted, executed the instrument under the penalty of perjury.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

JAVIER MOTA
Commission No. 2093474
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm Expires DECEMBER 13, 2018

My commission Expires 12/13/2018

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SECTION 1: TRANSACTION DETAILS

BORROWER & CO-BORROWER:

BORROWER	CO-BORROWER
NELSON L BRUCE	NONE
CURRENT ADDRESS	**SUBJECT ADDRESS**
144 PAVILION STREET SUMMERVILLE, SC 29483	144 PAVILION STREET SUMMERVILLE, SC 29483

SECTION 2: SECURITIZATION

SECURITIZATION PARTICIPANTS:

MORTGAGE	DATE	NOTE	DATE
COUNTRYWIDE BANK, FSB 1199 NORTH FAIRFAX ST STE 500 ALEXANDRIA, VA 22314 MIN #1001337-0003564652-3	March 30, 2009	COUNTRYWIDE BANK, FSB 1199 NORTH FAIRFAX ST STE 500 ALEXANDRIA, VA 22314 Loan # 1	March 30, 2009
		GINNIE MAE REMIC TRUST 2009-022	CLOSING DATE: April 30, 2009

The MORTGAGE and the Note have taken two distinctly different paths. The MORTGAGE was never transferred. The $161,385.00 note may have been however pooled, sold, transferred with other loans and mortgages and this pool of loans and mortgages in this security offering of $1,411,369,834.

http://www.ginniemae.gov/doing_business_with_ginniemae/investor_resources/ProspectusesProspectusesLib/2009Apr23-022.pdf

PARTIES/DEFENDANTS:

Offering Circular Supplement
(To Base Offering Circular dated April 1, 2008)



$1,411,369,834

Government National Mortgage Association

GINNIE MAE

Guaranteed REMIC Pass-Through Securities
and MX Securities
Ginnie Mae REMIC Trust 2009-022

BANC OF AMERICA SECURITIES LLC LOOP CAPITAL MARKETS, LLC

The date of this Offering Circular Supplement is April 23, 2009.

TERMS SHEET

This terms sheet contains selected information for quick reference only. You should read this Supplement, particularly "Risk Factors," and each of the other documents listed under "Available Information."
Sponsor: Banc of America Securities LLC
Co-Sponsor: Loop Capital Markets, LLC
Trustee: Wells Fargo Bank, N.A.
Tax Administrator: The Trustee
Closing Date: April 30, 2009

Distribution Dates: For the Group 1, Group 5, Group 6 and Group 7 Securities, the 16th day of each month or, if the 16th day is not a Business Day, the first Business Day thereafter, commencing in May 2009. For the Group 2, Group 3 and Group 4 Securities, the 20th day of each month or, if

the 20th day is not a Business Day, the first Business Day thereafter, commencing in May 2009.

THE TRUST ASSETS

General:

The Sponsor intends to acquire the Trust Assets in privately negotiated transactions prior to the Closing Date and to sell them to the Trust according to the terms of a Trust Agreement between the Sponsor and the Trustee. The Sponsor will make certain representations and warranties with respect to the Trust Assets. All Trust Assets, regardless of whether the assets consist of Trust MBS or the Underlying Certificates, will evidence, directly or indirectly, Ginnie Mae Certificates.

The Trust MBS (Groups 1, 4, 5 and 6)

The Groups 1, 5 and 6 Trust Assets are either:

1. Ginnie Mae I MBS Certificates guaranteed by Ginnie Mae, or

2. Ginnie Mae Platinum Certificates backed by Ginnie Mae I MBS Certificates and guaranteed by Ginnie Mae.

Each Mortgage Loan underlying a Ginnie Mae I MBS Certificate bears interest at a Mortgage Rate 0.50% per annum greater than the related Certificate Rate. The difference between the Mortgage Rate and the Certificate Rate is used to pay the related servicers of the Mortgage Loans a monthly servicing fee and Ginnie Mae a fee for its guaranty of the Ginnie Mae I MBS Certificate of 0.44% per annum and 0.06% per annum, respectively, of the outstanding principal balance of the Mortgage Loan.

The Group 4 Trust Assets are either:

1. Ginnie Mae II MBS Certificates guaranteed by Ginnie Mae, or

2. Ginnie Mae Platinum Certificates backed by Ginnie Mae II MBS Certificates and guaranteed by Ginnie Mae.

Each Mortgage Loan underlying a Ginnie Mae II MBS Certificate issued prior to July 1, 2003 bears interest at a Mortgage Rate 0.50% to 1.50% per annum greater than the related Certificate Rate. Each Mortgage Loan underlying a Ginnie Mae II MBS Certificate issued on or after July 1, 2003 bears interest at a Mortgage Rate 0.25% to 0.75% per annum greater than the related Certificate Rate. Ginnie Mae receives a fee (the "Ginnie Mae Certificate Guaranty Fee") for its guaranty of each Ginnie Mae II MBS Certificate of 0.06% per annum of the outstanding principal balance of each related Mortgage Loan. The difference between (a) the Mortgage Rate and (b) the sum of the Certificate Rate and the Ginnie Mae Certificate Guaranty Fee is used to pay the related servicers of

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the Mortgage Loans a monthly servicing fee.

The Underlying Certificates (Groups 2, 3 and 7)

The Groups 2, 3 and 7 Trust Assets consist of Underlying Certificates that represent beneficial ownership interests in one or more separate trusts, the assets of which evidence direct or indirect beneficial ownership interests in certain Ginnie Mae Certificates. Each Underlying Certificate constitutes a portion of a class of a separate Series of certificates described in the related Underlying Certificate Disclosure Document, excerpts of which are attached as Exhibit B to this Supplement. Each Underlying Certificate Disclosure Document may be obtained from the Information Agent as described under "Available Information" in this Supplement. Investors are cautioned that material changes in facts and circumstances may have occurred since the date of each Underlying Certificate Disclosure Document, including changes in prepayment rates, prevailing interest rates and other economic factors, which may limit the usefulness of, and be directly contrary to the assumptions used in preparing the information included in, the offering document. See "Underlying Certificates" in the Base Offering Circular.

Each Underlying Certificate provides for monthly distributions and is further described in the table contained in Exhibit A to this Supplement. The table also sets forth information regarding approximate S-10 weighted average remaining terms to maturity, loan ages and mortgage rates of the Mortgage Loans underlying the related Ginnie Mae Certificates.

The Mortgage Loans

The Mortgage Loans underlying the Group 1, 4, 5 and 6 Trust Assets are expected to have, on a weighted average basis, the characteristics set forth in the Terms Sheet under "Assumed Characteristics of the Mortgage Loans Underlying the Group 1, Group 4, Group 5 and Group 6 Trust Assets" and the general characteristics described in the Base Offering Circular. The Mortgage Loans underlying the Underlying Certificates are expected to have, on a weighted average basis, the characteristics set forth in Exhibit A to this Supplement. The Mortgage Loans will consist of first lien, single-family, fixed rate, residential mortgage loans that are insured or guaranteed by the Federal Housing Administration, the United States Department of Veterans Affairs, Rural Development (formerly the Rural Housing Service) or the United States Department of Housing and Urban Development ("HUD"). See "The Ginnie Mae Certificates — General" in the Base Offering Circular.

Specific information regarding the characteristics of the Mortgage Loans underlying the Trust MBS is not available. For purposes of this Supplement, certain assumptions have been made regarding the remaining terms to maturity, loan ages and, in the case of the Group 4 Trust Assets, Mortgage Rates of the Mortgage Loans. However, the actual remaining terms to maturity, loan ages and, in the case of the Group 4 Trust Assets, Mortgage Rates of many of the Mortgage Loans will differ from the characteristics assumed, perhaps significantly. This will be the case even if the weighted average characteristics of the Mortgage Loans are the same as the assumed characteristics.

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Small differences in the characteristics of the Mortgage Loans can have a significant effect on the weighted average lives and yields of the Securities. See "Risk Factors" and "Yield, Maturity and Prepayment Considerations" in this Supplement

The Trustee Fee

On each Distribution Date, the Trustee will retain a fixed percentage of all principal and interest distributions received on specified Trust Assets in payment of its fee.

GINNIE MAE GUARANTY

The Government National Mortgage Association ("Ginnie Mae"), a wholly-owned corporate instrumentality of the United States of America within HUD, guarantees the timely payment of principal and interest on the Securities. The General Counsel of HUD has provided an opinion to the effect that Ginnie Mae has the authority to guarantee multiclass securities and that Ginnie Mae guaranties will constitute general obligations of the United States, for which the full faith and credit of the United States is pledged. See "Ginnie Mae Guaranty" in the Base Offering Circular.

DESCRIPTION OF THE SECURITIES

General

The description of the Securities contained in this Supplement is not complete and is subject to, and is qualified in its entirety by reference to, all of the provisions of the Trust Agreement. See "Description of the Securities" in the Base Offering Circular.

Form of Securities

Each Class of Securities other than the Residual Securities initially will be issued and maintained, and may be transferred only on the Fedwire Book-Entry System. Beneficial Owners of Book-Entry Securities will ordinarily hold these Securities through one or more financial intermediaries, such as banks, brokerage firms and securities clearing organizations that are eligible to maintain book-entry accounts on the Fedwire Book-Entry System. By request accompanied by the payment of a transfer fee of $25,000 per Certificated Security to be issued, a Beneficial Owner may receive a Regular Security in certificated form.

The Residual Securities will not be issued in book-entry form but will be issued in fully registered, certificated form and may be transferred or exchanged, subject to the transfer restrictions applicable to Residual Securities set forth in the Trust Agreement, at the Corporate Trust Office of the Trustee. See "Description of the Securities — Forms of Securities; Book-Entry Procedures" in the Base Offering Circular.

Each Regular and MX Class (other than the Increased Minimum Denomination Classes) will be issued in minimum dollar denominations of initial principal balance of $1,000 and integral

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multiples of $1 in excess of $1,000. The Increased Minimum Denomination Classes will be issued in minimum denominations that equal $100,000 in initial principal or notional balance.

Distributions

Distributions on the Securities will be made on each Distribution Date as specified under "Terms Sheet — Distribution Dates" in this Supplement. On each Distribution Date for a Security, or in the case of the Certificated Securities, on the first Business Day after the related Distribution Date, the Distribution Amount will be distributed to the Holders of record as of the close of business on the last Business Day of the calendar month immediately preceding the month in which the Distribution Date occurs. Beneficial Owners of Book-Entry Securities will receive distributions through credits to accounts maintained for their benefit on the books and records of the appropriate financial intermediaries. Holders of Certificated Securities will receive distributions by check or, subject to the restrictions set forth in the Base Offering Circular, by wire transfer. See "Description of the Securities — Distributions" and "— Method of Distributions" in the Base Offering Circular.

Final Distribution Date

The Final Distribution Date for each Class, which is set forth on the front cover of this Supplement or on Schedule I to this Supplement, is the latest date on which the related Class Principal Balance or Class Notional Balance will be reduced to zero. • The actual retirement of any Class may occur earlier than its Final Distribution Date. • According to the terms of the Ginnie Mae Guaranty, Ginnie Mae will guarantee payment in full of the Class Principal Balance of each Class of Securities no later than its Final Distribution Date.

LEGAL INVESTMENT CONSIDERATIONS

Institutions whose investment activities are subject to legal investment laws and regulations or to review by certain regulatory authorities may be subject to restrictions on investment in the Securities. No representation is made about the proper characterization of any Class for legal investment or other purposes, or about the permissibility of the purchase by particular investors of any Class under applicable legal investment restrictions.

Investors should consult their own legal advisors regarding applicable investment restrictions and the effect of any restrictions on the liquidity of the Securities prior to investing in the Securities.

See "Legal Investment Considerations" in the Base Offering Circular.

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PLAN OF DISTRIBUTION

Subject to the terms and conditions of the Sponsor Agreement, the Sponsor has agreed to purchase all of the Securities if any are sold and purchased. The Sponsor proposes to offer each Class to the public from time to time for sale in negotiated transactions at varying prices to be determined at the time of sale, plus accrued interest, if any, from (1) April 1, 2009 on the Fixed Rate and Weighted Average Coupon Classes and (2) April 20, 2009 on the Floating Rate and Inverse Floating Rate Classes. The Sponsor may effect these transactions by sales to or through certain securities dealers. These dealers may receive compensation in the form of discounts, concessions or commissions from the Sponsor and/or commissions from any purchasers for which they act as agents. Some of the Securities may be sold through dealers in relatively small sales. In the usual case, the commission charged on a relatively small sale of securities will be a higher percentage of the sales price than that charged on a large sale of securities.

INCREASE IN SIZE

Before the Closing Date, Ginnie Mae, the Trustee and the Sponsor may agree to increase the size of this offering. In that event, the Securities will have the same characteristics as described in this Supplement, except that (1) the Original Class Principal Balance (or original Class Notional Balance) and (2) the Scheduled Principal Balances and Aggregate Scheduled Principal Balances of each Class receiving principal distributions or interest distributions based upon a notional balance from the same Trust Asset Group will increase by the same proportion. The Trust Agreement, the Final Data Statement, the Final Schedules and the Supplemental Statement, if any, will reflect any increase in the size of the transaction.

LEGAL MATTERS

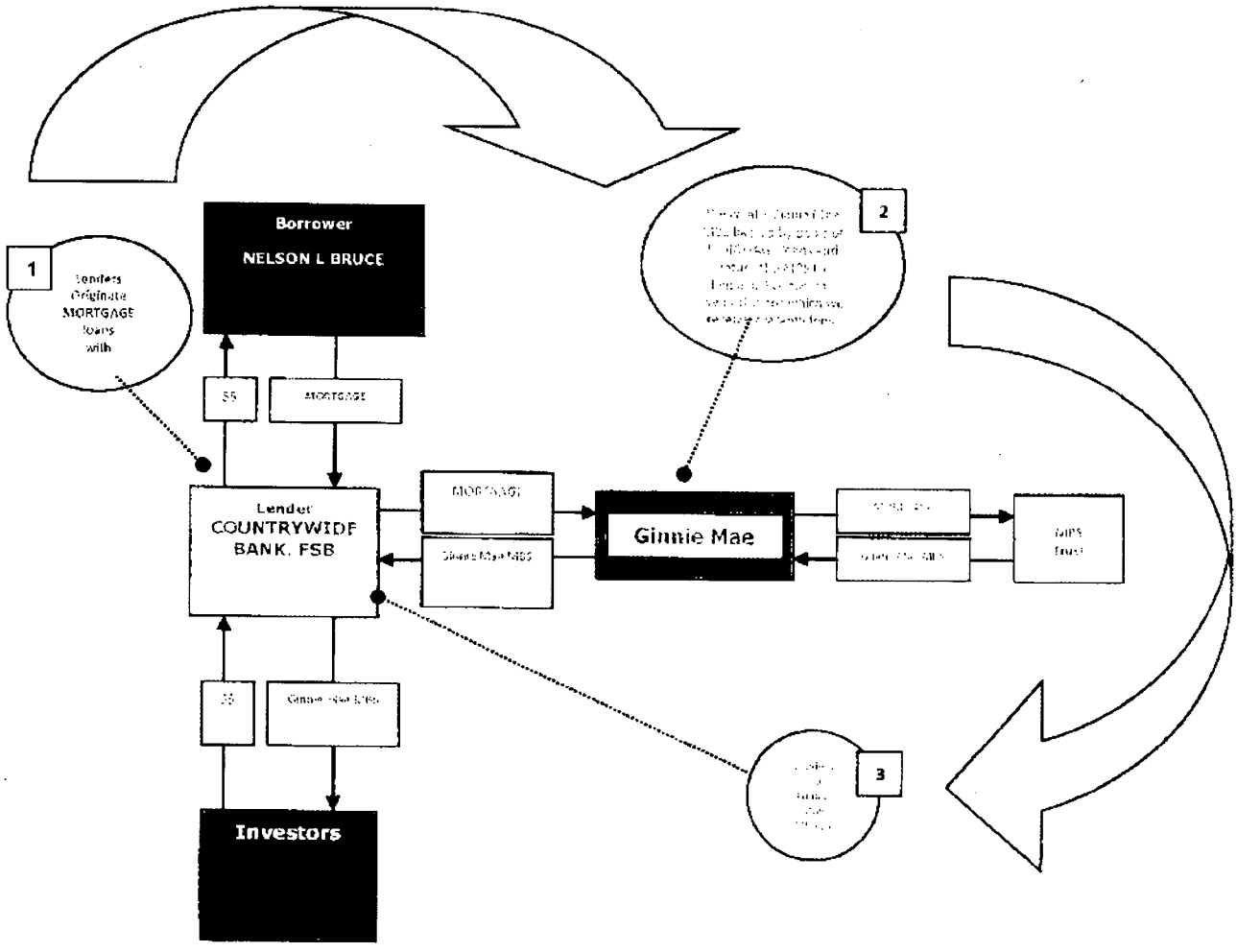
Certain legal matters will be passed upon for Ginnie Mae by Hunton & Williams LLP, for the Trust by K&L Gates LLP, Charlotte, North Carolina and Marcell Solomon & Associates, P.C., Bowie, Maryland, and for the Trustee by Aini & Lazar PLLC, Brooklyn, New York.

http://www.ginniemae.gov/doing_business_with_ginniemae/investor_resources/ProspectusesLib/2009Apr23-022.pdf

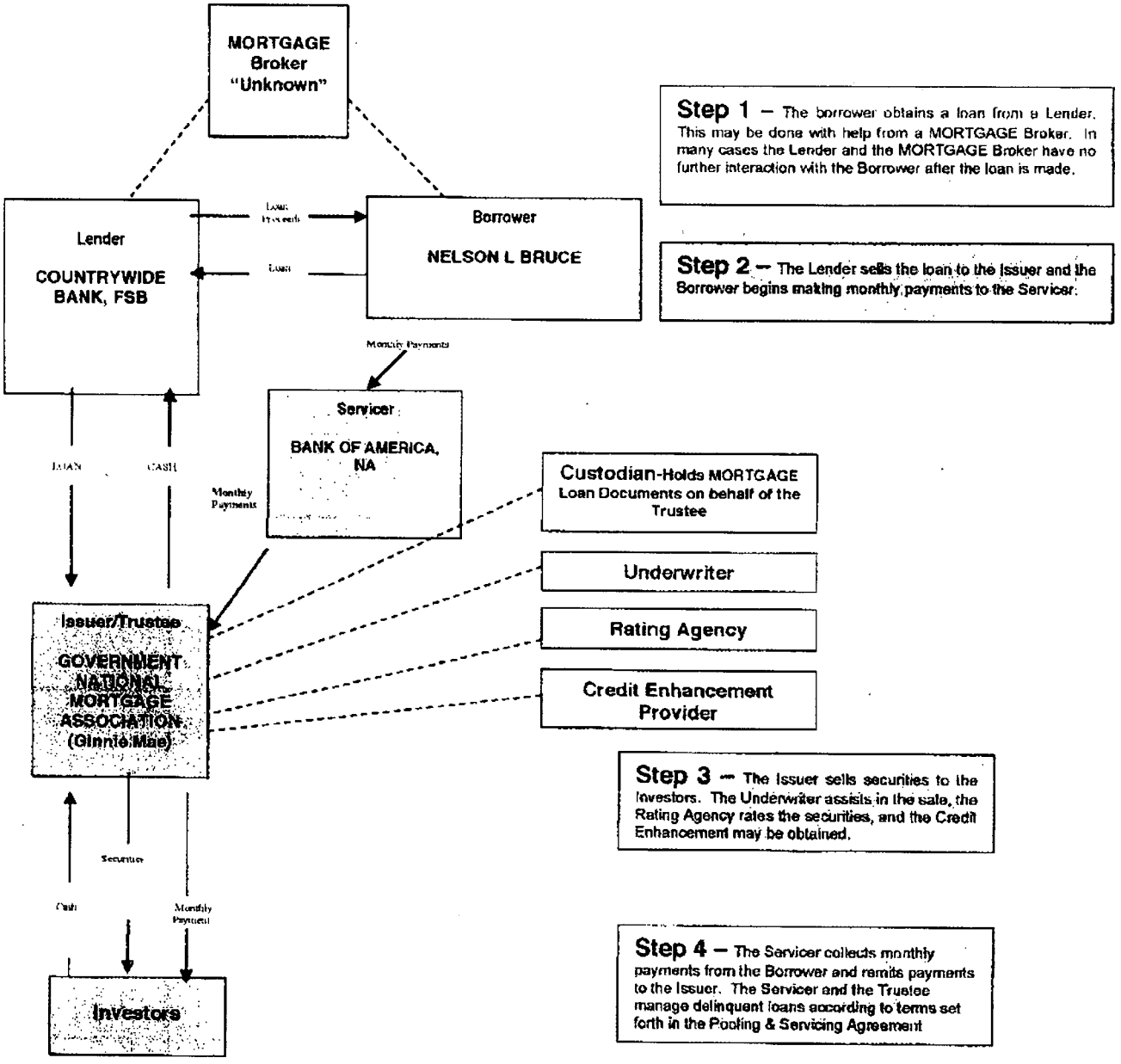
The document is not available on the SEC web site. Following this section would normally be the "Assignment of Mortgage" type section of the Prospectus Supplement; but this security has no such verbiage. Furthermore, there is no pooling and servicing agreement (PSA) that is publically available. Thus, extracts of the "Conveyance of Loans" type section (normally Section 2.01) from any such PSA is not available.

http://www.ginniemae.gov/doing_business_with_ginniemae/investor_resources/ProspectusesLib/2009Apr23-022.pdf

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MORTGAGE Broker "Unknown"
Lender
COUNTRYWIDE BANK, FSB
Borrower
NELSON L BRUCE
Loan Proceeds
Loan
Monthly Payments
Servicer
BANK OF AMERICA, NA
LOAN
CASH
Monthly Payments
Custodian-Holds MORTGAGE Loan Documents on behalf of the Trustee
Underwriter
Rating Agency
Credit Enhancement Provider
Issuer/Trustee
GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (Ginnie Mae)
Securities
Cash
Monthly Payment
Investors
Step 1 – The borrower obtains a loan from a Lender. This may be done with help from a MORTGAGE Broker. In many cases the Lender and the MORTGAGE Broker have no further interaction with the Borrower after the loan is made.
Step 2 – The Lender sells the loan to the Issuer and the Borrower begins making monthly payments to the Servicer.
Step 3 – The Issuer sells securities to the investors. The Underwriter assists in the sale, the Rating Agency rates the securities, and the Credit Enhancement may be obtained.
Step 4 – The Servicer collects monthly payments from the Borrower and remits payments to the Issuer. The Servicer and the Trustee manage delinquent loans according to terms set forth in the Pooling & Servicing Agreement

PROSPECTUS SUPPLEMENT

Offering Circular Supplement
(To Base Offering Circular dated April 1, 2008)

$1,411,369,834

Government National Mortgage Association

GINNIE MAE®

Guaranteed REMIC Pass-Through Securities
and MX Securities
Ginnie Mae REMIC Trust 2009-022

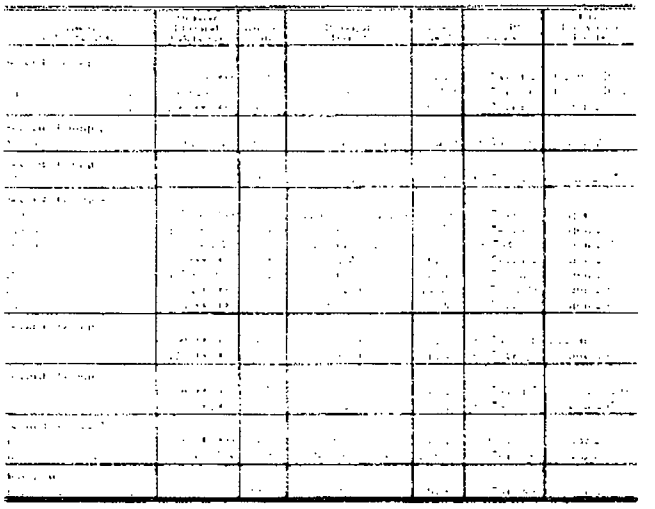
The Securities

The Ginnie Mae Guaranty

The Trust and its Assets

The securities may not be suitable investments for you. You should consider carefully the risks of investing in them.

See "Risk Factors" beginning on page S-7 which highlights some of these risks.

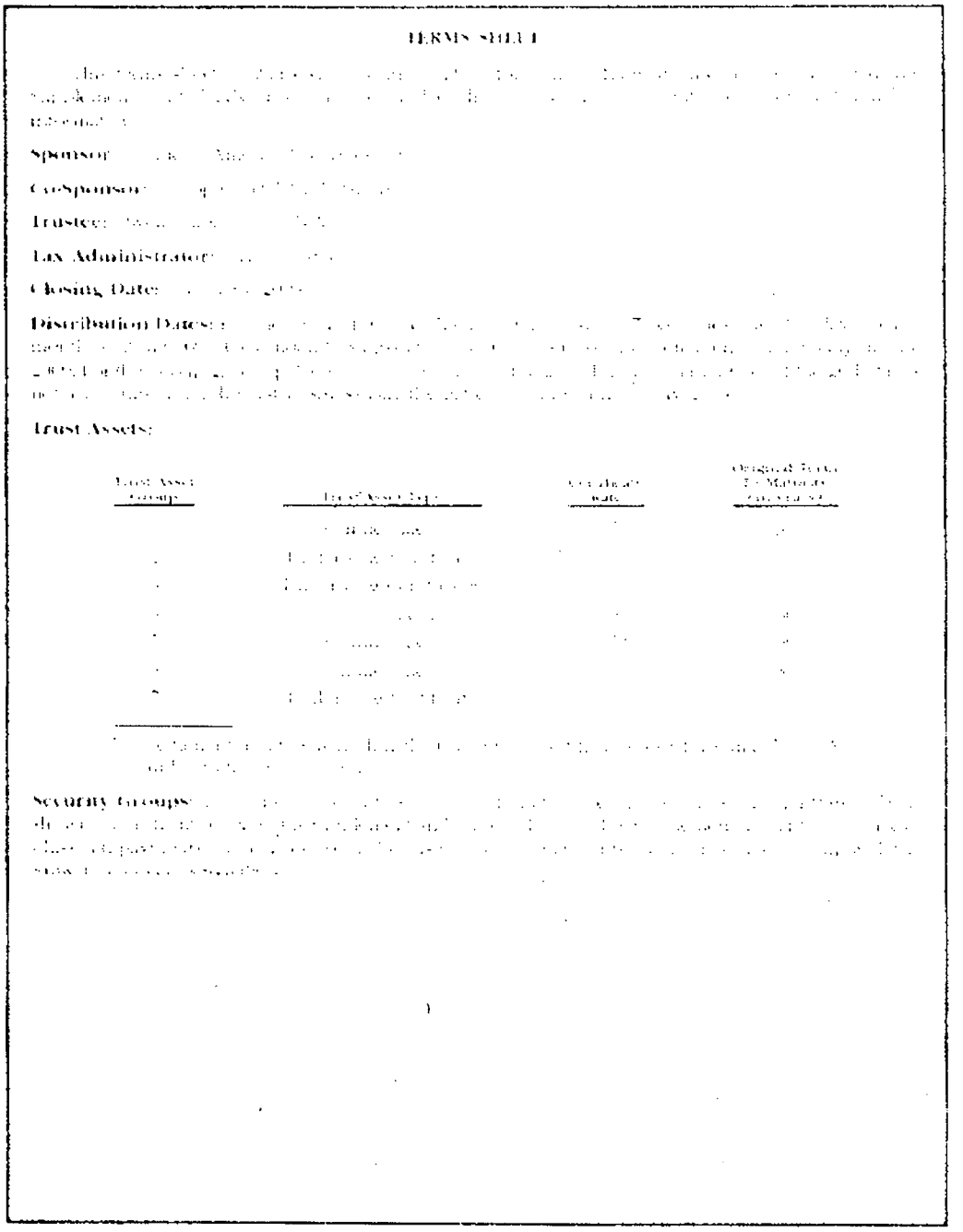


BANC OF AMERICA SECURITIES LLC

LOOP CAPITAL MARKETS, LLC

The date of this Offering Circular Supplement is April 23, 2009

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TERMS SHEET

Sponsor:

Co-Sponsor:

Trustee:

Tax Administrator:

Closing Date:

Distribution Dates:

Trust Assets:

Trust Asset Group	Type of Asset Type	Weighted Average Rate	Original Term to Maturity (approximate)

Security Groups:

http://www.ginniemae.gov/doing_business_with_ginniemae/investor_resources/Prospectuses/ProspectusesLib/2009Apr23-022.pdf

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SECTION 3: FORECLOSURE

Recorded Events on the Loan Including Foreclosure Issues and Securitization

Recorded Chain of Mortgage Possession		Chain of Note Possession	
Date	**Original Mortgage**	**Date**	**Note Holder**
April 1, 2009 Instrument # BK 7005 PG 309-319 Official Records, Dorchester County South Carolina	NELSON L BRUCE (Borrower) COUNTRYWIDE BANK, FSB (Lender) **MIN: 1001337-0003564652-3**	March 30, 2009	COUNTRYWIDE BANK, FSB Lender Principal Amount: $161,385.00 **FHA # SC4614373516703**
September 16, 2011 Instrument # BK 8012 PG 142-143 Official Records, Dorchester County South Carolina	***ASSIGNMENT OF MORTGAGE to Bank of America, NA successor by merger to BAC HOME LOANS SERVICING LP fka COUNTRYWIDE HOME LOANS SERVICING LP*** *Signed by KATHY ORIARD, Assistant Secretary for MERS* *Notarized by Wendy L. Lee*	Closing Date: April 30, 2009	GINNIE MAE REMIC TRUST 2009-022 Principal Amount: $161,385.00

Only includes primary active loan.
Annotated Voluntary Lien Search included in Exhibit I.

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REPORT SUMMARY

Mortgage:

- On March 30, 2009, Debtor NELSON L BRUCE executed a negotiable promissory note and a security interest in the form of a MORTGAGE in the amount of $ 161,385.00. This document was filed as document number BK 7005 PG 309-319 in the Official Records of Dorchester County, South Carolina. *The original lender of the promissory note is COUNTRYWIDE BANK, FSB Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") is not named as the payee of the note, but is named as acting solely as a "nominee" for the lender as the beneficiary of the security interest Security Mortgage.*

Securitization (The Note):

- The NOTE may have been sold, transferred, assigned and securitized into the GINNIE MAE REMIC TRUST 2009-022 with a Closing Date of April 30, 2009

Assignment of Mortgage:

- On September 16, 2011, an Assignment of Mortgage was recorded in the Official Records, Dorchester County, South Carolina as instrument number BK 8012 PG 142-143 to Bank of America, NA successor by merger to BAC Home Loans Servicing LP fka Countrywide Home Loans Servicing LP. Document was signed by Kathy Oriard for Mortgage Electronic Registration Systems, Inc. without disclosure of employment in representing Assignee, not Assignor. About 2 years had gone by since note was originated and examiner therefore recommends immediate production of the then notarized bill of sale; note endorsement; and verifiable proof of funds among Countrywide Bank FSB; the Government National Mortgage Association (Ginnie Mae); and any securitized trust into which loan may have been placed such as the qualified trust identified above. Examiner considers this a document of impropriety requiring rescission for rightful foreclosure to take place until actual purchase by relevant parties is verified.

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ASSIGNMENT OF MORTGAGE RECORDED 4/8/11

Kathy Oriard signs for Mortgage Electronic Registration Systems, Inc., as Assistant Secretary without disclosure of employment.

Recording Requested By
Bank of America
When recorded mail to
CoreLogic
450 E. Boundary St.
Attn: Release Dept.
Chapin, SC 29036

DocID# **39920298578633349**
Tax ID: **135-02-08-033**
Property Address
144 Pavilion St
Summerville, SC 29483-8434

FILED/RECORDED
September 16, 2011
DORCHESTER COUNTY
REGISTER OF DEEDS

MIN # 100233700815646527 MERS Phone # 888-679-6377

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **3300 S.W. 34th Avenue, Suite 101 Ocala, FL 34474** does hereby grant, sell, assign, transfer and convey unto **BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP** whose address is **451 7TH ST SW #8-135, WASHINGTON DC 20410** all beneficial interest under that certain Mortgage described below, together with the note(s) and obligations therein described and the monies due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender	**COUNTRYWIDE BANK, FSB**
Original Borrower(s)	**NELSON I. BRUCE, A SINGLE PERSON**
Date of Mortgage	**3/30/2009**
Original Loan Amount	**$161,385.00**

Recorded in **Dorchester County SC** on **4/1/2009**, Book **7005**, page **309** and instrument number **N/A**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
Dated 09.02.11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By
Kathy Oriard, Assistant Secretary

Witness: Rene Rosales

Witness: Youda Crain

State of **California**
County of **Ventura**

On 9/2/2011, before me, Wendy L. Lau, Notary Public, personally appeared **Kathy Oriard**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public: _____ (Seal)
My Commission Expires: _____

WENDY L. LAU
COMM # 1794900
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires May 2, 2012

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The depth of Kathy Raid's level of first-hand knowledge of the subject Assignment and of fraudulent intent of signing for known concealment entity Mortgage Electronic Registration Systems, Inc in posing as an Assignor representative instead of disclosing his true employment and any representation of the Assignee are matters for discovery.

KATHY ORIARD, is an employee of Bank of America, N.A., physically located in Simi, assigned the Mortgage to Bank of America by signing for Mortgage Electronic Registration Systems, Inc. She often signed mortgage-related documents as Assistant Secretary and/or Vice-President for MERS.

http://www.scribd.com/doc/82145542/Suspected-Robo-Signers#scribd

http://www.gpo.gov/fdsys/pkg/USCOURTS-caed-2_11-cv-01735/pdf/USCOURTS-caed-2_11-cv-01735-4.pdf

https://cases.justia.com/federal/district-courts/california/caedce/2:2011cv01735:225504/5:4/0.pdf?ts=1376338737

http://leagle.com/decision/In%20FDCO%20201305020538/MORTON%20v.%20BANK%20OF%20AMERICA,%20N.A.

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SAMPLE DOCUMENT PREPARED BY KATHY ORIARD AS EMPLOYEE OF BANK OF AMERICA

201106220239
Skagit County Auditor
6/28/2011 Page 1 of 1 11:49AM

When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept
Chapin, SC 29036

201106220239

Loan ID: 1511745938391612S

Tax ID: P50034 038 0005 [P55501]

Property Address:
524 WARNER STREET
Sedro Woolley, WA 98284

Recording Requested By:
Bank of America
Prepared By:
Kathy Oriard
800-603-9011
450 E. Boundary St
Chapin SC 29036

ASSIGNMENT OF DEED OF TRUST

For Value Received the undersigned holder of a Deed of Trust dated [illegible] executed by [illegible] to [illegible] SW 34TH AVENUE, SUITE 100 OCALA, FL 34474 or whose [illegible] and [illegible] BAC HOME LOANS SERVICING, LP F/K/A COUNTRYWIDE HOME LOANS SERVICING LP whose address is 5280 HOUSES BRANCH DR. MCLEAN, VA 22102 all [illegible] of certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust

Original Lender:	WHIDBEY ISLAND BANK
Made By:	FRANKLIN W BATCHELOR, III AND TAMMY J BATCHELOR, HUSBAND AND WIFE
Trustee:	LAND TITLE COMPANY
Date of Deed of Trust:	11/28/2007
Original Loan Amount:	$180,400.00

Recorded in Skagit County, WA on 12/3/2007 book N/A Page N/A as Instrument or Document # 200712030194

IN WITNESS WHEREOF, the undersigned has caused its corporate seal to be affixed and these presents to be signed on 6/28/11

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By: [signature]
Brad Kawasaki, Assistant Secretary

State of California
County of Ventura

On 6/28/2011 before me, Irma Diaz, Notary Public personally appeared Brad Kawasaki who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public, Irma Diaz
My Commission Expires: 9/13/2014 (Seal)

IRMA DIAZ
Commission # 1903966
Notary Public - California
Ventura County
My Comm. Expires Sep 13, 2014

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SAMPLE DOCUMENTS FILED IN COURT FILED BY PLAINTIFF VS KATHY ORIARD, AS EMPLOYEE OF BANK OF AMERICA – PURPORTEDLY SIGNING AS VICE PRESIDENT FOR MERS

C Plaintiffs' New Claims

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///

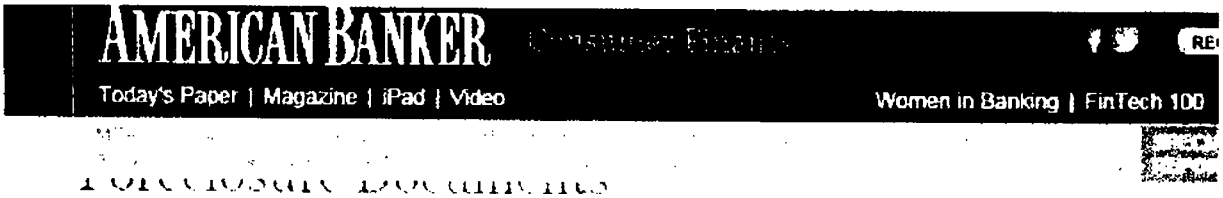
///

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///

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American Banker states that foreclosure support documents (e.g. Assignments of Mortgage) should be prepared at time of transfer instead of by bank employees claiming to represent lenders that no longer exist:



http://www.americanbanker.com/issues/176_170/robo-signing-foreclosure-mortgage-assignments-1041741-1.html

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BLOOMBERG SEARCH SECTION

On **May 1, 2015**, I researched the Bloomberg online Database at the request of **Certified Forensic Loan Auditors, LLC** on behalf of **NELSON L BRUCE** whose property address is noted herein above. The Loan Level Data search conducted using Bloomberg's terminal did not reveal matching characteristics based on Original Amount: **$161,385.00**; Origination Date: **March 30, 2009**; Location of Property: **South Carolina**; Property Type: **Single Family Residence;** Occupancy: **Owner Occupied**; Zip Code **29483.** Examiner did, however, locate a REMIC TRUST that matches the characteristics for securitizing this loan, namely the **GINNIE MAE REMIC TRUST 2009-022**.

This is also a Federal Housing Administration (FHA) loan. Ginnie Mae insures FHA and Department of Veterans Affairs (VA) loans. This provides an economic benefit to any note holder and represents a sale in an economic sense in that holder is reimbursed for losses up to a ceiling amount. Ginnie Mae is part of the Federal Government within the U.S. Department of Housing and Urban Development (HUD).

GINNIE MAE does not hold loans but raises capital from outside investors such as the trust identified above. Thus, funds that provide an economic benefit to holder in case of default come from investors

As with Fannie Mae and Freddie Mac, loan level detail is not available for Ginnie Mae MBS within Bloomberg and prospectuses and related investor information is not filed with the Securities and Exchange Commission.
http://www.ginniemae.gov/about/about.asp?Section=About

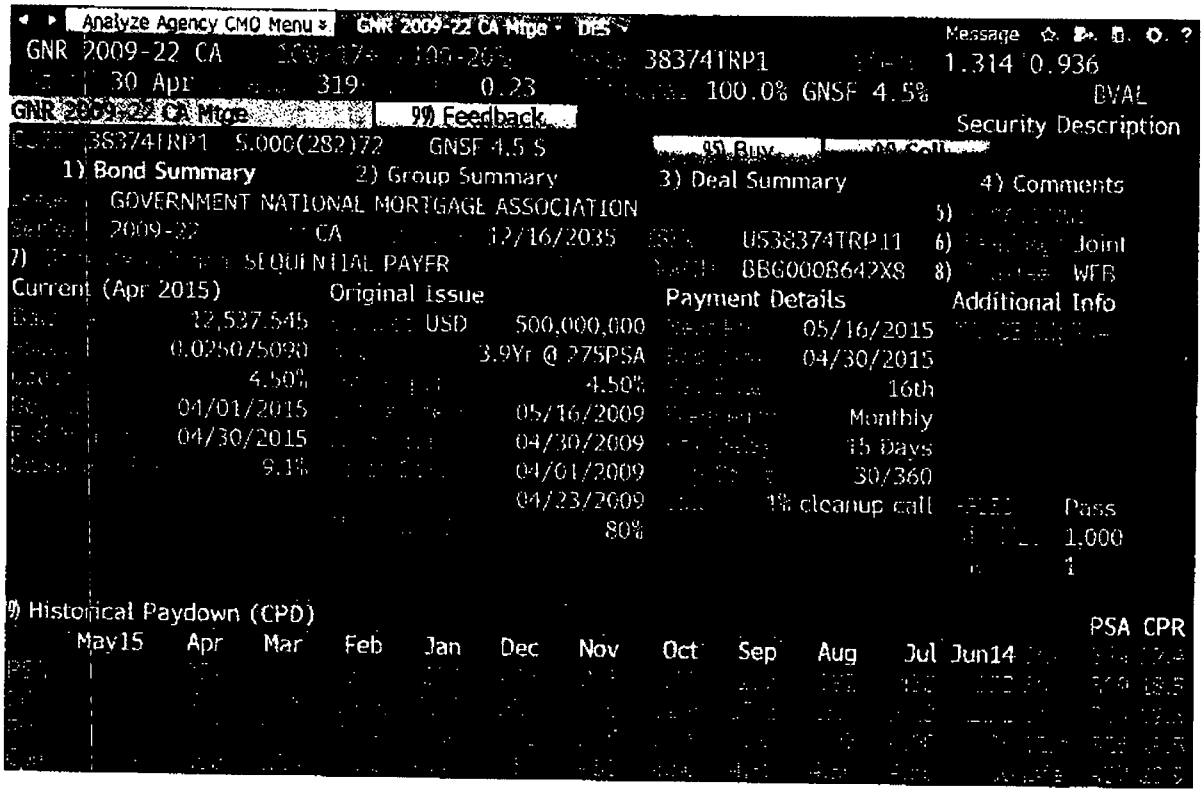
Although Countrywide Bank, FSB originated the loan, any subsequent purchaser may not have properly endorsed the subject note nor perfected the security interest in the note pursuant to the South Carolina Uniform Commercial Code.

Identification of exact Ginnie Mae securitized or corporate portfolio may be gotten through a Qualified Written Request, a Request for Information under Regulations X or Z, voluntary lender disclosure, a Freedom of Information Act request as applicable, or discovery through litigation.

Screen shots of this trust from the Bloomberg System follow:

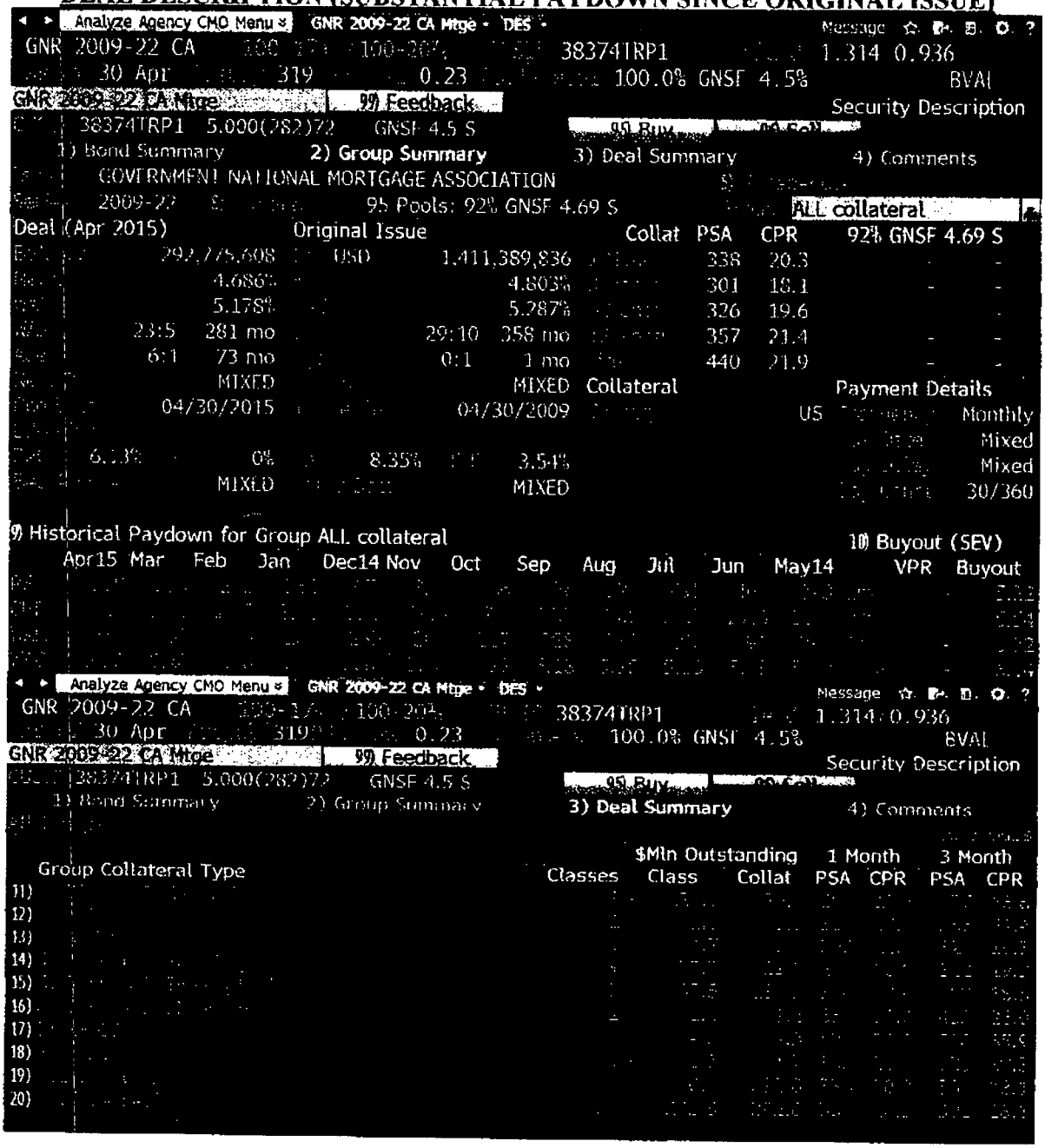
-All Rights Reserved-

DESCRIPTION OF SECURITY FROM BLOOMBERG



-All Rights Reserved-

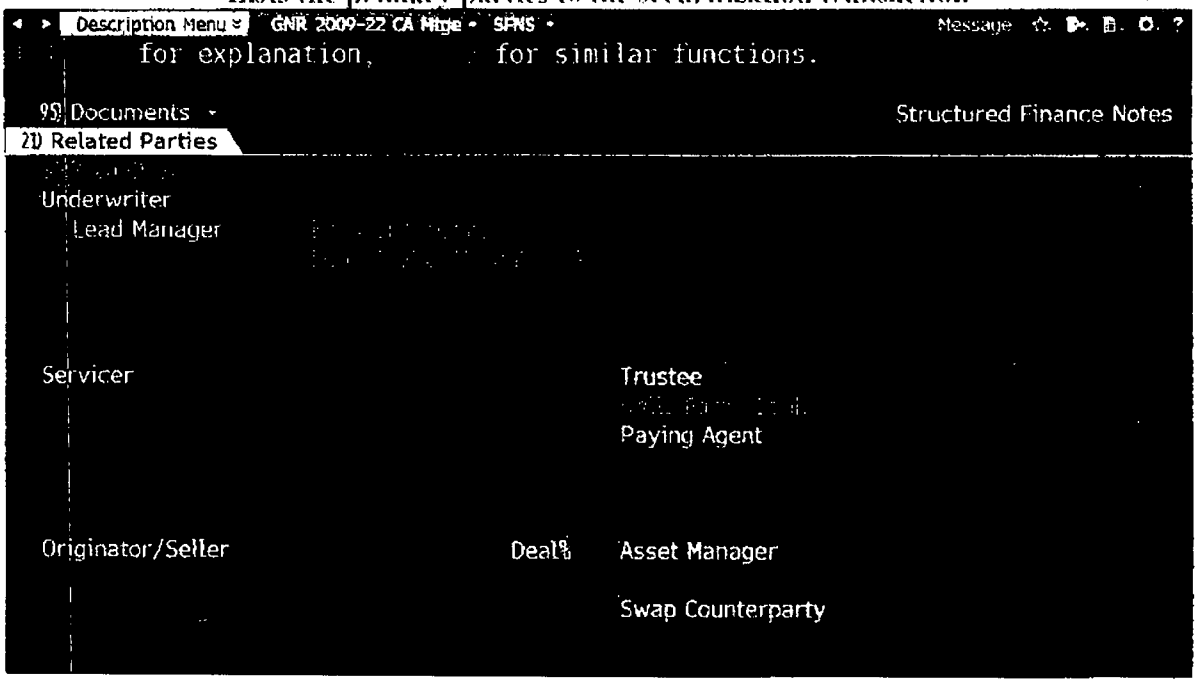
DEAL DESCRIPTION (SUBSTANTIAL PAYDOWN SINCE ORIGINAL ISSUE)



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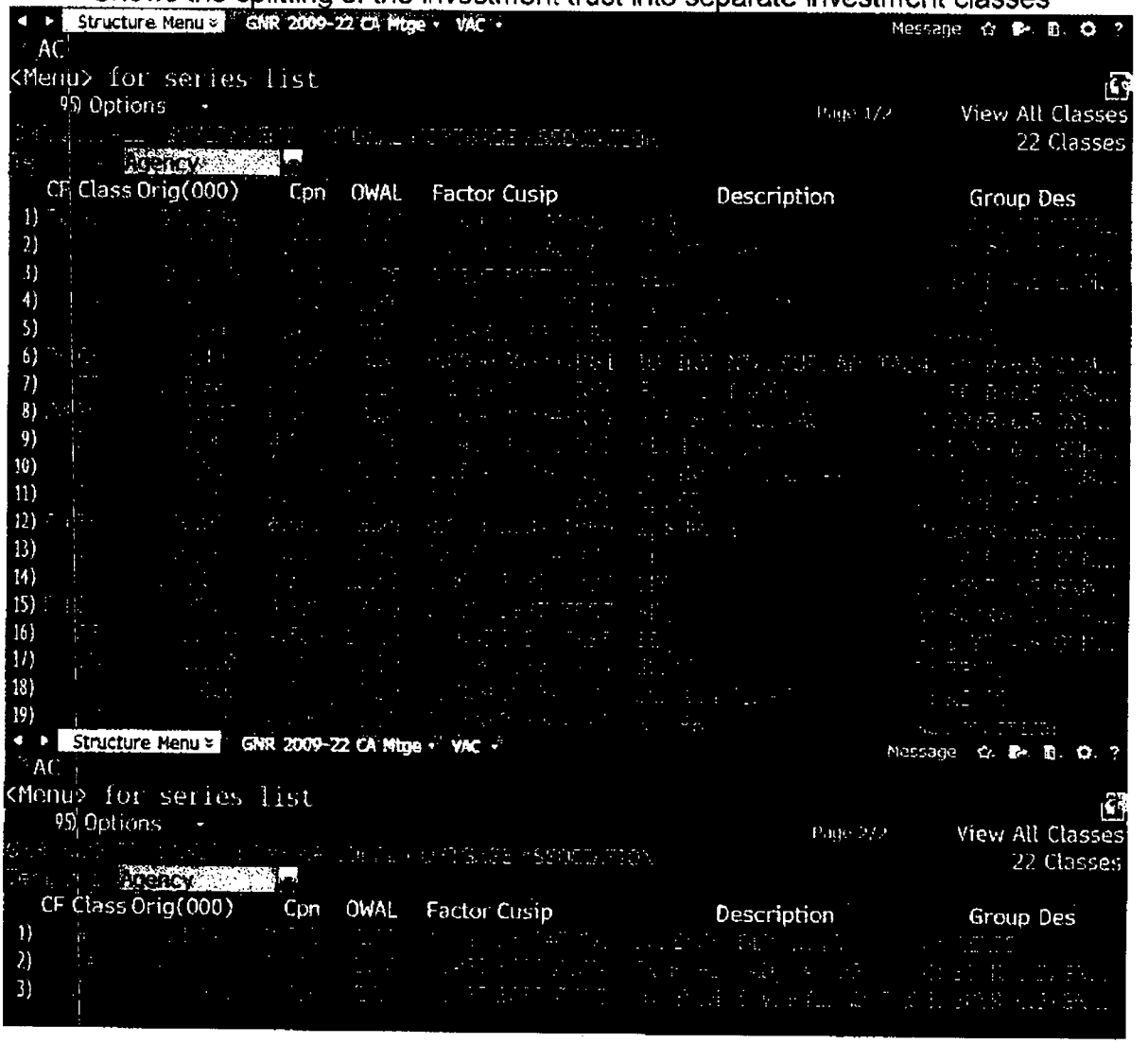
STRUCTURED FINANCE NOTES SCREEN

Lists the primary parties to the securitization transaction



VIEW ALL LOAN CLASSES SCREEN

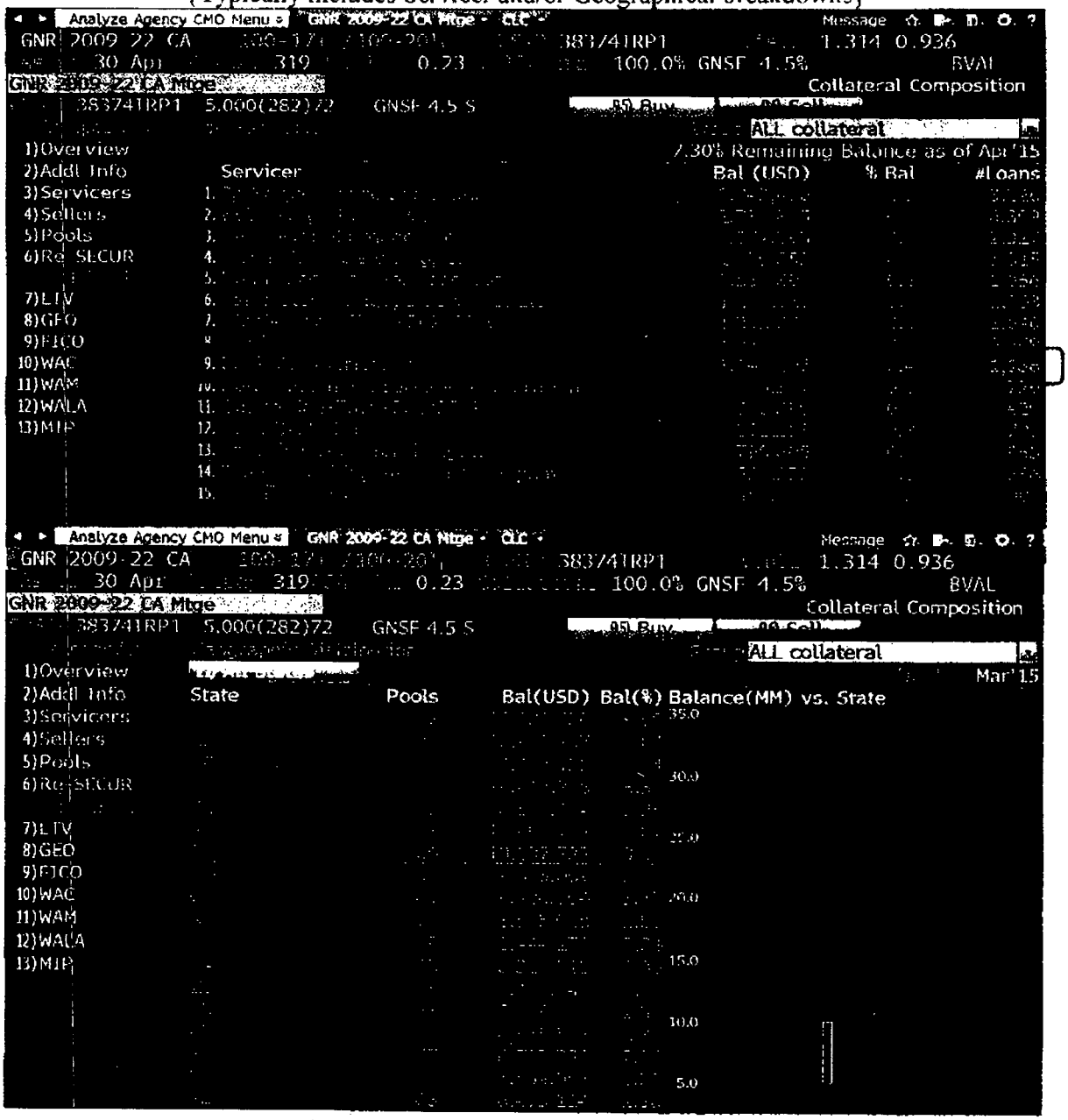
Shows the splitting of the investment trust into separate investment classes



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COLLATERAL COMPOSITION SCREENS

{Typically includes Servicer and/or Geographical breakdowns}



CERTIFIED FORENSIC LOAN AUDITORS, LLC COPYRIGHT 2007-2015
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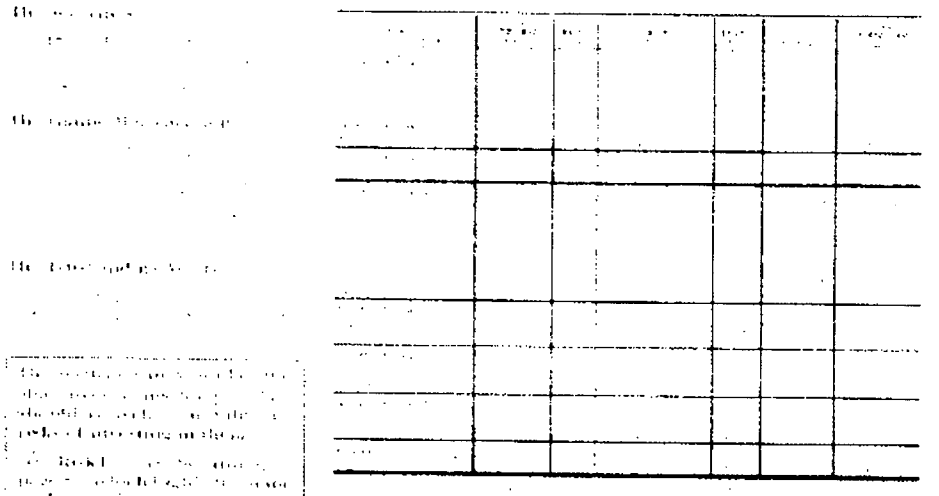
OFFERING CIRCULAR FROM BLOOMBERG



$1,411,369,833

Government National Mortgage Association

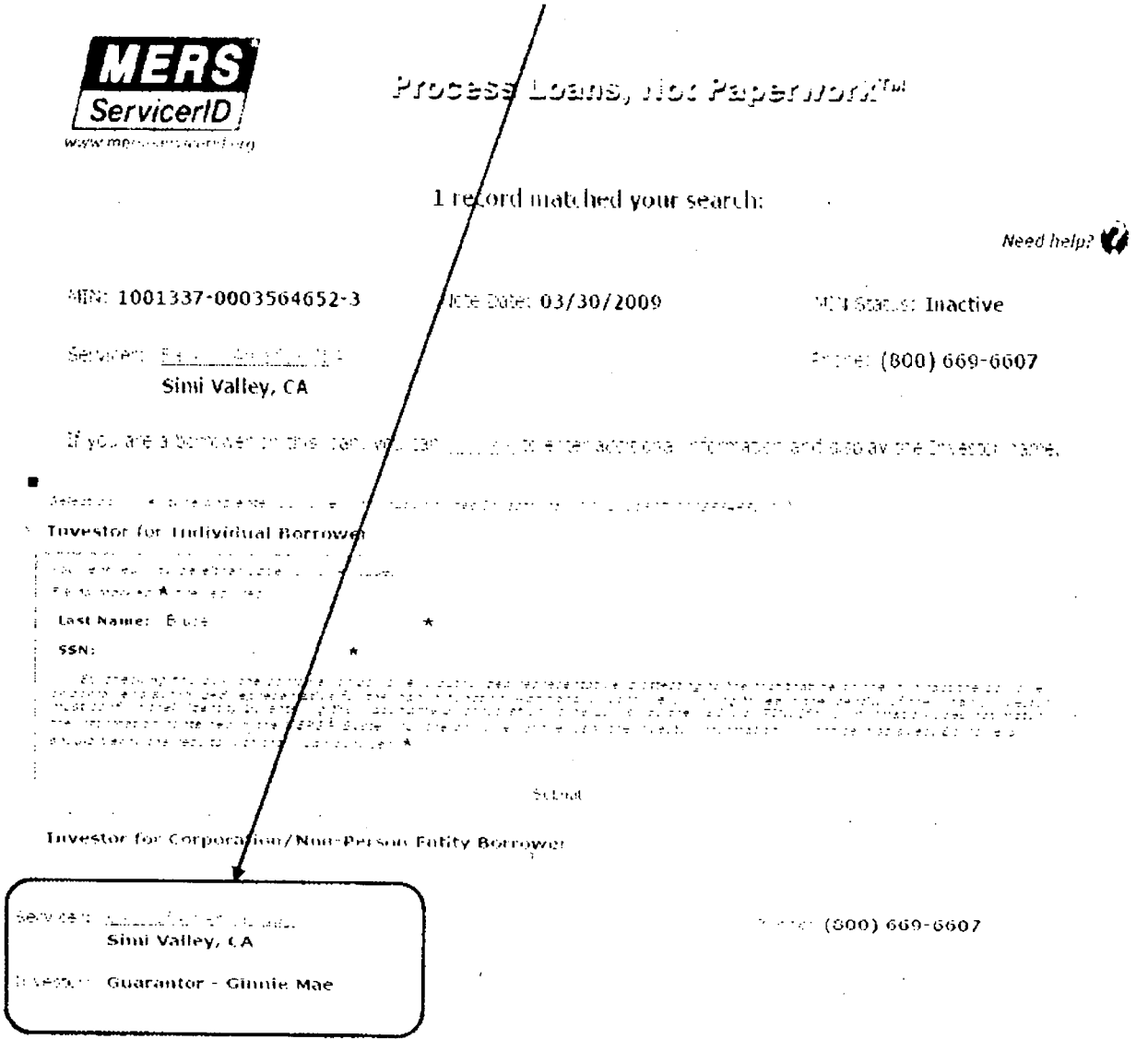
GINNIE MAE



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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS (MERS) ANALYSIS

- The Mortgage shows a MIN number of 1001337-0003564652-3 and the MERS SERVICER ID website https://www.mers-serviceld.org/sis/search indicates that the loan is serviced by Bank of America, NA. and Investor – Guarantor is Ginnie Mae.



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ξ For traditional lending prior to Securitization, the original Mortgage recording was usually the only recorded document in the Chain of Title. That is because banks kept the loans, and did not sell the loan, hence, only the original recording being present in the banks name.

The advent of Securitization, especially through "Private Investors" and not Fannie Mae or Freddie Mac, involved an entirely new process in mortgage lending. With Securitization, the Notes and Mortgages were sold once, twice, three times or more. Using the traditional model would involve recording new Assignments of the Mortgage and Note as each transfer of the Note or Mortgage occurred. Obviously, this required time and money for each recording.

(The selling or transferring of the Note is not to be confused with the selling of Servicing Rights which is simply the right to collect payment on the Note, and keep a small portion of the payment for Servicing Fees. Usually, when a homeowner states that their loan was sold, they are referring to Servicing Rights.)

ξ Securitizing a Loan

Securitizing a loan is the process of selling a loan to Wall Street and private investors. it is a method with many issues to be considered. The methodology of securitizing a loan generally followed these steps:

- A Wall Street firm would approach other entities about issuing a "Series of Bonds" for sale to investors and would come to an agreement. In other words, the Wall Street firm "pre-sold" the bonds.

- The Wall Street firm would approach a lender and usually offer them a warehouse Line of Credit. The Warehouse Credit Line would be used to fund the loan. The Warehouse Line would be covered by restrictions resulting from the initial Pooling & Servicing Agreement Guidelines and Mortgage Loan Purchase Agreement. These documents outlined the procedures for the creation of the loans and the administering of the loans prior to, and after, the sale of the loans to Wall Street.

- The Lender, with the guidelines, essentially went out and found "buyers" for the loans, people who fit the general characteristics of the Purchase Agreement. (Guidelines were very general and most people could qualify." The Lender would execute the loan and fund it, collecting payments until there were enough loans funded to sell to the Wall Street firm who could then issue the bonds.

- Once the necessary loans were funded, the lender would then sell the loans to the "Sponsor", usually either a subsidiary of the Wall Street firm, of a specially created Corporation of the lender. At this point, the loans are separated into "tranches" of loans, where they will be eventually turned into bonds.

- Next, the loans were "sold" to the "Depositor." This was a "Special Purpose Vehicle"

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designed with one purpose in mind. That was to create a "bankruptcy remote vehicle" where the lender or other entities are protected from what might happen to the loans, and/or the loans are "protected" from the lender. The "Depositor" would be, once again, created by the Wall Street firm or the lender.

- Then the "Depositor" would place the loans into the Issuing Entity, which is another entity created solely for the purpose of selling the bonds.

- Finally, the bonds would be sold, with a Trustee appointed to ensure that the bondholders received their monthly payments.

ξ COUNTRYWIDE BANK, FSB was a "correspondent lender" that originated mortgage loans. These loans, in turn, may have been sold and transferred into a "federally-approved securitization" trust named the GINNIE MAE REMIC TRUST 2009-022

ξ The Note and Mortgage have taken two distinctly different paths. The Note may have been securitized into the GINNIE MAE REMIC TRUST 2009-022

ξ The loan was originally made to COUNTRYWIDE BANK, FSB and may have been sold and transferred to GINNIE MAE REMIC TRUST 2009-022. There is no record of Assignments to either a Sponsor or Depositor as may be required by a Pooling and Servicing Agreement.

In Carpenter v. Longan 16 Wall. 271,83 U.S. 271, 274, 21 L.Ed. 313 (1872), the U.S. Supreme
Court stated "The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while assignment of the latter alone is a nullity."

An obligation can exist with or without security. With no security, the obligation is unsecured but still valid. A security interest, however, cannot exist without an underlying existing obligation. It is impossible to define security apart from its relationship to the promise or obligation it secures. The obligation and the security are commonly drafted as separate documents – typically a promissory note and a Mortgage. If the creditor transfers the note but not the Mortgage, the transferee receives a secured note; the security follows the note, legally if not physically. If the transferee is given the Mortgage without the note accompanying it, the transferee has no meaningful rights except the possibility of legal action to compel the transferor to transfer the note as well, if such was the agreement. (Kelley v. Upshaw 91952) 39 C.2d 179, 246 P.2d 23; Polhemus v. Trainer (1866) 30C 685).

"Where the mortgagee has "transferred" only the mortgage, the transaction is a nullity and his "assignee" having received no interest in the underlying debt or obligation, has a worthless piece of paper (4 Richard R. Powell), Powell on Real Property, § 37.27 [2] (2000).

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By statute, assignment of the mortgage carries with it the assignment of the debt. In the event that a mortgage loan somehow separates interests of the note and the Mortgage, with the Mortgage lying with some independent entity, the mortgage may become unenforceable. The practical effect of splitting the Mortgage from the promissory note is to make it impossible for the holder of the note to foreclose, unless the holder of the Mortgage is the agent of the holder of the note. Without the agency relationship, the person holding only the trust will never experience default because only the holder of the note is entitled to payment of the underlying obligation. The mortgage loan becomes ineffectual when the note holder did not also hold the Mortgage."

Securitization Summary:

1. Generally, if the Mortgage and the Note are not together with the same entity, there can be no legal enforcement of the Note. The Mortgage enforces the Note and provides the capability for the lender to foreclose on the property. Thus, if the Mortgage and the Note are separated, foreclosure legally cannot occur. The Note cannot be enforced by the Mortgage if each contains a different mortgagee/beneficiary; and, if the Mortgage is not itself a legally enforceable instrument, there can be no valid foreclosure on the homeowners' property.

2. No Entity can be a CREDITOR if they do not hold/own the asset in question (i.e. the NOTE and/or the property); a Mortgage Pass Through Trust (i.e. R.E.M.I.C., as defined in Title 26, Subtitle A, Chapter 1, Subchapter M, Part II §§ 850-862) cannot hold assets, for if they do, their tax exempt status is violated and the Trust itself is void ab initio. This is an indication that either the Trust has either voided its intended Tax Free Status, or the asset is not in fact owned by it.

3. In the event that the loan was sold, pooled and turned into a security, such event would indicate that the alleged holder can no longer claim that it is a real party of interest, as the original lender has been paid in full.

4. Further said, once the Note was converted into a stock, or stock equivalent, that event would indicate that the Note is no longer a Note. If both the Note and the stock, or stock equivalent, exist at the same time, that is known as double dipping. Double dipping is a form of securities fraud.

5. Once a loan has been securitized, which the aforementioned loan may have been done many times, that event would indicate that the loan forever loses its security component (i.e., the Mortgage), and the right to foreclose through the Mortgage is forever lost.

6. The findings of this report indicate that the Promissory Note may have been converted into a

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stock as a permanent fixture. As a stock it is governed as a stock under the rules and regulations of the SEC; hence, the requirement for the filings of the registration statements, pooling and servicing agreements, form 424B-5, et.al. There is no evidence on Record to indicate that the Mortgage was ever transferred concurrently with the purported legal transfer of the Note, such that the Mortgage and Note has been irrevocably separated, thus making a nullity out of the purported security in a property, as claimed.

7. Careful review and examination reveals that this may have been a securitized loan. The Assignment of Mortgage pretended to be an A to D transaction when in fact the foreclosing party was hiding the A to B, B to C, and C to D facts of true sales, where A is the original lender, B the sponsor/seller, C any bankruptcy-remote depositor, and D, the issuing mortgage-backed securities trust. They also hid the legal SEC filings, governing the transaction according to our findings. But to be controlled by those SEC filings, the true original loan Note and Mortgage had to be provided by the Document Custodian certified to have been in possession of them by them April 30, 2009. Because it was not, the claim of ownership by the Trust cannot be substantiated and the loan servicing rights not established at law by agreement. I supply this report as written testimony and am available for oral testimony.

DISCLAIMER

This report was based exclusively on the documentation provided. It also required that we make reasonable assumptions respecting disclosures and certain loan terms that, if erroneous, may result in material differences between our findings and the loan's actual compliance with applicable regulatory requirements. While we believe that our assumptions provide a reasonable basis for the review results, we make no representations or warranties respecting the appropriateness of our assumptions, the completeness of the information considered, or the accuracy of the findings. The contents of this report are being provided with the understanding that we are not providing legal advice, nor do we have any relationship, contractual or otherwise, with anyone other than the recipient. We do not, in providing this report, accept or assume responsibility for any other purpose.

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AFFIDAVIT OF FACTS

STATE OF CALIFORNIA)
) **sv.: AFFIDAVIT**
COUNTY OF LOS ANGELES)

RE: NELSON L BRUCE

I, MICHAEL CARRIGAN, a citizen of the United States and the State of California over the age of 21 years, and declare as follows, under penalty of perjury that the facts stated herein are true, correct and complete. The undersigned believes them to be true and admissible as evidence in a court of law, and if called upon as a witness, will testify as stated herein:

1. That I am a subscriber of the Bloomberg Professional Service, certified and licensed to use such service. I have completed the required training and engaged in continuing education with Bloomberg – both online and at Bloomberg live training events, to stay abreast with Bloomberg's latest progress and developments. I have the requisite knowledge and the trained ability to navigate and perform effective searches on the on the Bloomberg terminal.

2. I am a Certified Mortgage Securitization Auditor and my qualifications, expertise and experience provide me with the background necessary to certify the audit services and to be qualified as an expert in this field. I have produced approximately two thousand eight hundred Securitized Analysis Reports in residential real estate mortgage investigation in 46 states, the District of Columbia and Puerto Rico, have testified as an expert witness, and have trained auditors in California, Florida, Nevada, New York, New Jersey and Virginia and via the Internet in webinar format. I have a Bachelor's degree with a concentration in Accounting in Business Administration from California State University, Fullerton; a Master's in Business Administration from the UCLA Anderson School of Management; and have had formal training and career experience in accounting; financial reporting; internal control; SEC reporting; financial planning and analysis; financial forecasting; initial public and secondary offerings; corporate tax; corporate finance; investment management; equity, fixed income and derivative securities; credit analysis; asset valuation; ethics; investment advisory services including Series 7 and 66 licensing; real estate investment; real estate finance; real estate principles; redevelopment; government accounting; and procurement.

3. I have the trained skills and qualifications to navigate and perform searches on the Bloomberg terminal in regards to the automated tracking and determination of mortgage and loan related documents and information.

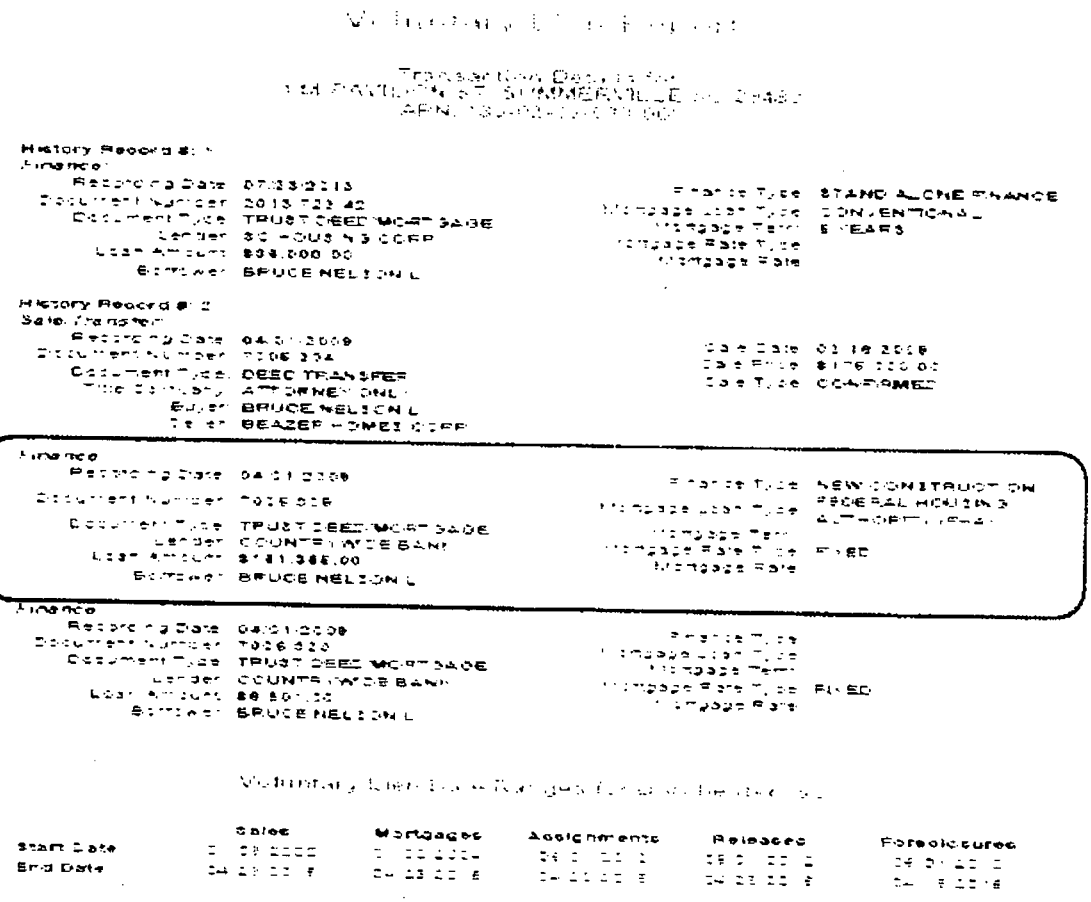
4. The contents of this report are factual, but it is provided for information purposes only and is not to be construed as "legal advice."[1]

[1]The client has been strongly advised to seek legal consultation from a competent legal professional in connection with the contents of this report and how to properly use it.

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EXHIBIT I

Voluntary Lien Search



History Record #: 1
Finance:
Recording Date 07/23/2013
Document Number 2013 723 42
Document Type TRUST DEED MORTGAGE
Lender SC HOUS N S CORP
Loan Amount $98,000.00
Borrower BRUCE NELSON L
Property Type STAND ALONE FINANCE
Mortgage Loan Type CONVENTIONAL
Mortgage Term 5 YEARS
Mortgage Rate Type
Mortgage Rate

History Record #: 2
Sale Transfer:
Recording Date 04/01/2009
Document Number 7036 334
Document Type DEED TRANSFER
Title Company ATTORNEY ONLY
Buyer BRUCE NELSON L
Seller BEAZER HOMES CORP
Sale Date 01/19/2016
Sale Price $176,000.00
Sale Type CONFIRMED

Finance
Recording Date 04/01/2009
Document Number 7036 335
Document Type TRUST DEED MORTGAGE
Lender COUNTRYWIDE BANK
Loan Amount $141,385.00
Borrower BRUCE NELSON L
Property Type NEW CONSTRUCTION
Mortgage Loan Type FEDERAL HOUSING ADMINISTRATION
Mortgage Term
Mortgage Rate Type FIXED
Mortgage Rate

Finance
Recording Date 04/01/2009
Document Number 7036 336
Document Type TRUST DEED MORTGAGE
Lender COUNTRYWIDE BANK
Loan Amount $8,501.00
Borrower BRUCE NELSON L
Property Type
Mortgage Loan Type
Mortgage Term
Mortgage Rate Type FIXED
Mortgage Rate

Voluntary Lien Summary for [illegible]

	Sales	Mortgages	Assignments	Releases	Foreclosures
Start Date	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
End Date	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

Source: www.datatree.com

1. Item 2 Nelson L Bruce acquired property for $176,000.00 on March 30, 2009.
2. Item 1-2. Primary active loan that is the subject of this report.

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EXHIBIT-D

OTHER ISSUES OF STANDING

2017 APR -3 P 4:53
CHERYL A. RICCI
CLERK OF COURTS
DORCHESTER COUNTY

Public Law 75-583

Under Title 22 USC, Foreign Relations and Intercourse, Section §611, a Public Official is considered a foreign agent. In order to hold public office, the candidate must file a true and complete registration statement with the State Attorney General as a foreign principle and no such registration has been provided to Attorney-In-Fact Individual confirming Opposing Party's Attorney's standing to litigate, act or move on behalf of Plaintiff.

Title 22 USC Section §611 identifies **all public officials as foreign agents** which are **required to register with the Attorney General** within ten [10] days **under Oath** on a form prescribed by the Attorney General. Where no registration exists no standing is possible.

In addition, the 11th Amendment states "The Judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by Citizens of another State, or by Citizens or Subjects of a Foreign State." (A foreign entity, agency, or state cannot bring any suit against a United States citizen without following proper procedure.)

Furthermore, Title 22 CFR 93.1-93.2 states that the Department of State must be notified of ***any*** suit, and in turn has to notify the United States citizen of said suit and as of the date of this writing, and i have no knowledge of the Department of State's being noticed nor has said evidence been admitted to this court to that end.

Under and in accordance with Title 28 USC 1330 it is the United States District Court to grant permission for any suit to be pursued once the court has been supplied sufficient proof that the United States citizen is actually a corporate entity. Currently no evidence exits nor has evidence of such been placed in the record in the case before this court.

There is copious proof that the prosecution and other agents are actually corporations. [https://www.law.cornell.edu/uscode/text/22/612]

"22 U.S. Code § 612 - Registration statement

(a) **Filing; contents** **No person shall act as an agent of a foreign principal unless he has filed with the Attorney General a true and complete registration statement and supplements thereto as required** by subsections (a) and (b) of this section or unless he is exempt from registration under the provisions of this subchapter. Except as hereinafter provided, **every person who becomes an agent of a foreign principal shall, within ten days thereafter,**

file with the Attorney General, in duplicate, a registration statement, under oath on a form prescribed by the Attorney General...

(1) Registrant's name, principal business address, and all other business addresses in the United States or elsewhere, and all residence addresses, if any;

(2) Status of the registrant; if an individual, nationality; if a partnership, name, residence addresses, and nationality of each partner and a true and complete copy of its articles of copartnership;[sic] if an association, corporation, organization, or any other combination of individuals, the name, residence addresses, and nationality of each director and officer and of each person performing the functions of a director or officer and a true and complete copy of its charter, articles of incorporation, association, constitution, and bylaws, and amendments thereto; a copy of every other instrument or document and a statement of the terms and conditions of every oral agreement relating to its organization, powers, and purposes; and a statement of its ownership and control;

(3) A comprehensive statement of the nature of registrant's business; a complete list of registrant's employees and a statement of the nature of the work of each; the name and address of every foreign principal for whom the registrant is acting, assuming or purporting to act or has agreed to act; the character of the business or other activities of every such foreign principal, and, if any such foreign principal be other than a natural person, a statement of the ownership and control of each; and the extent, if any, to which each such foreign principal is supervised, directed, owned, controlled, financed, or subsidized, in whole or in part, by any government of a foreign country or foreign political party, or by any other foreign principal;

(4) Copies of each written agreement and the terms and conditions of each oral agreement, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances, by reason of which the registrant is an agent of a foreign principal; a comprehensive statement of the nature and method of performance of each such contract, and of the existing and proposed activity or activities engaged in or to be engaged in by the registrant as agent of a foreign principal for each such foreign principal, including a detailed statement of any such activity which is a political activity;

OPPOSING PARTIES ATTORNEY must be determined and demonstrated approved and in compliance with and under FOREIGN REGISTRATION ACT [FARA] for OPPOSING PARTIES ATTORNEY to legally and lawfully represent any party or participant in any and all capacity.

Those holding Federal or State public office, county or municipal office, under the Legislative, Executive or Judicial branch, including Court Officials, Judges, Prosecutors, Law Enforcement Department employees, Officers of the Court, and etc., before entering into

these public offices, are required by the U.S. Constitution and statutory law to comply with Title 5 USC, Sec. §3331, "Oath of office." State Officials are also required to meet this same obligation, according to State Constitutions and State statutory law.

All oaths of office come under 22 CFR, Foreign Relations, Sections §§92.12 - 92.30, and all who hold public office come under Title 8 USC, Section §1481 "Loss of nationality by native-born or naturalized citizen; voluntary action; burden of proof; presumptions."

The Oath of Office requires the public official in his / her foreign state capacity to uphold the constitutional form of government or face consequences. As of the date of this writing, OPPOSING PARTIES ATTORNEY ***has not filed with this court*** their ***standing*** to represent or act on and in behalf of any plaintiff, defendant or respondent, therefore this court may not move forward in any ruling, decision, declaratory judgment, or decree until said standing is resolved in, on and before this court to the satisfaction to all referenced in the caption herein under and in accordance with FARA. Herein asserts legal and lawful notice and demand OPPOSING PARTIES ATTORNE[IES] demonstrate ***standing***, ability, eligibility and right ***if any*** to act under the Codes, Statutes, Public Laws [STATUTES AT LARGE], FEDERAL STATUTES [enacted] and FEDERAL ACTs in addition to Public Policy, be those authorities local, State and or Federal in this or any other court in the UNITED STATES and or any STATE therein.

Without said evidence, OPPOSING PARTIES ATTORNEY on, or, in behalf of the Plaintiff(s), ***legal representation is invalid, nullified***, and the instant case must be dismissed absent standing. Furthermore, OPPOSING PARTIES ATTORN[IES] enjoy ***NO right to act, represent, move this court, or any other court or tribunal in and or on behalf of any entity for that matter until such a time as valid registration has been reviewed for authenticity and found to be reliable*** by , and this court and therefore, absent this evidence, OPPOSING PARTIES must withdraw until said valid registration for the duration of the above referenced court matter is evidenced.

22 U.S.C. § 611 *et seq* - United States Code and Title 28 C.F.R. Part 5 – **Judicial Administration** clearly expresses the **requirements** in pertinent part;

> **"persons acting as agents of foreign principals to make periodic public disclosure of their relationship with the foreign principal, activities, receipts and disbursements of those activities"**

///

Impersonating an OFFICER OF THE COURT IS A FELONY!

18 U.S. Code § 912 - Officer or employee of the United States
Current through Pub. L. 114-38.

Whoever falsely assumes or pretends to be an officer or employee acting under the authority of the United States or any department, agency or officer thereof,

and acts as such, or in such **pretended character demands or obtains any money, paper, document, or thing of value, shall be fined under this title or imprisoned not more than three years, or both**.

(June 25, 1948, ch. 645, 62 Stat. 742; Pub. L. 103–322, title XXXIII, § 330016(1)(H), Sept. 13, 1994, 108 Stat. 2147.)

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF DORCHESTER) CASE NO. 16-CP-18-1678

BANK OF AMERICA, N.A.)

Plaintiff,) DEFENDANT MEMORANDUM OF LAW

Vs) IN SUPPORT OF BRIEF

Nelson L. Bruce; Et al.,)

Defendants(s))

2017 SEP 13 AM 10:30
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

CREDIT LOANS AND VOID CONTRACTS

PERFECT OBLIGATION AS TO A HUMAN BEING AS TO A BANK

Plaintiff, offers this Memorandum of law in order for the Court to advance it's understanding of the complex legal issues, present and embodied in the Common Law, with authorities, law and cases in support of, which will constitute the following facts:

Plaintiff and other privately owned banks are making loans of "credit" with the intended purpose of circulating "credit" as "money". Other financial institutions and individuals may "launder" bank credit that they receive directly or indirectly from privately owned banks. This collective activity is unconstitutional, unlawful, in violation of Common Law, U.S. Code and the principles of equity. Such activity and underlying contracts have long been held void, by State Courts, Federal Courts and the U.S. Supreme Court. This Memorandum will demonstrate through authorities and established common law, that credit "money creation" by privately owned bank corporations is not really "money creation" at all. It is the trade specialty and artful illusion of law merchants, which use old-time trade secrets of the Goldsmiths, to entrap the borrower and unjustly enrich the lender through usury and other unlawful techniques. Issues based on law and the principles of equity, which are within the jurisdiction of this Court, will be addressed.

The Goldsmiths

In his book, Money and Banking (8th Edition, 1984), Professor David R. Kamerschen writes on pages 56 - 63: "The first bankers in the modern sense were the goldsmiths, who frequently accepted bullion and coins for storage ... One result was that the goldsmiths temporarily could lend part of the gold left with them . . . These loans of their customers' gold were soon replaced by a revolutionary technique. When people brought in gold, the goldsmiths gave them notes promising to pay that amount of gold on demand. The notes, first made payable to the order of the individual, were later changed to bearer obligations. In the previous form, a note payable to the order of Jebidiah Johnson would be paid to no one else unless Johnson had first endorsed the note ... But notes were soon being used in an unforeseen way. The note holders found that, when they wanted to buy something, they could use the note itself in payment more conveniently and let the other person go after the gold, which the person rarely did ...The specie, then tended to remain in the goldsmiths' vaults.

. . . The goldsmiths began to realize that they might profit handsomely by issuing somewhat more notes than the amount of specie they held. . . These additional notes would cost the goldsmiths nothing except the negligible cost of printing them, yet the notes provided the goldsmiths with funds to lend at interest . . . .And they were to find that the profitability of their lending operations would exceed the profit from their original trade. The goldsmiths became bankers as their interest in manufacture of gold items to sell was replaced by their concern with credit policies and lending activities . . . They discovered early that, although an unlimited note issue would be unwise, they could issue notes up to several times the amount of specie they held. The key to the whole operation lay in the public's willingness to leave gold and silver in the bank's vaults and use the bank's notes. This discovery is the basis of modern banking:

On page 74, Professor Kamerschen further explains the evolution of the credit system: "Later the goldsmiths learned a more efficient way to put their credit money into circulation. They lent by issuing additional notes, rather than by paying out in gold. In exchange for the interest-bearing note received from their customer (in effect, the loan contract), they gave their own non-interest bearing note. Each was actually borrowing from the other ... The advantage of the later procedure of' lending notes rather than gold was that . . . more notes could be issued if the gold remained in the vaults ... Thus, through the principle of bank note issuance, banks learned to create money in the form of their own liability." [Emphasis Added]

Another publication which explains modern banking as learned from the Goldsmiths is Modern Money Mechanics (5th edition 1992), published by the Federal Reserve Bank of Chicago which states beginning on page 3: "It started with the goldsmiths ..." At one time, bankers were merely middlemen. They made a profit by accepting gold and coins brought to them for safekeeping and lending the gold and coins to borrowers. But the goldsmiths soon found that the receipts they issued to depositors were being used as a means of payment.

'Then, bankers discovered that they could make loans merely by giving borrowers their promises to pay, or bank notes... In this way, banks began to create money ... Demand deposits are the modern counterpart of bank notes . . . It was a small step from printing notes to making book entries to the credit of borrowers which the borrowers, in turn, could 'spend' by writing cheques, thereby printing their own money." [Emphasis added]

How Banks Create Money

In the modern sense, banks create money by creating "demand deposits." Demand deposits are merely "book entries" that reflect how much lawful money the bank owes its customers. Thus, all deposits are called demand deposits and are the bank's liabilities. The bank's assets are the vault cash plus all the "IOUs" or promissory notes that the borrower signs when they borrow either money or credit. When a bank lends its cash (legal money), it loans its assets, but when a bank lends its "credit" it lends its liabilities. The lending of credit is, therefore, the exact opposite of the lending of cash (legal money).

At this point, we need to define the meaning of certain words like "lawful money", "legal tender", "other money" and "dollars". The terms "Money" and "Tender" had their origins in Article 1, Sec. 8 and Article 1, Sec. 10 of the Constitution of the United States. 12 U.S.C. §152 refers to "gold and silver coin as lawful money of the United States" and was unconstitutionally repealed in 1994 in-that Congress cannot delegate any portion of their constitutional responsibility without Amendment. The term "legal tender" was originally cited in 31 U.S.C.A. §392 and is now re-codified in 31 U.S.C.A. §5103 which states: "United States coins and currency . . . are legal tender for all debts, public charges, taxes, and dues." The common denominator in both "lawful money" and "legal tender

money" is that the United States Government issues both.

With Bankers, however, we find that there are two forms of money - one is government-issued, and privately owned banks such as Plaintiff, Bank of America, N.A. Bank, issue the other. As we have already discussed government issued forms of money, we must now scrutinize privately issued forms of money.

All privately issued forms of money today are based upon the liabilities of the issuer. There are three common terms used to describe this privately created money. They are "credit", "demand deposits" and "chequebook money". In the Sixth edition of Blacks Law Dictionary, p.367 under the term "Credit" the term "Bank credit" is described as: "Money bank owes or will lend a individual or person." It is clear from this definition that "Bank credit" which is the "money bank owes" is the bank's liability.

The term "chequebook money" is described in the book "I Bet You Thought", published by the privately owned Federal Reserve Bank of New York, as follows: "Commercial banks create chequebook money whenever they grant a loan, simply by adding deposit dollars to accounts on their books to exchange for the borrowers IOU . . . ."

The word "deposit" and "demand deposit" both mean the same thing in bank terminology and refer to the bank's liabilities. For example, the Chicago Federal Reserve's publication, "Modern Money Mechanics" states: "Deposits are merely book entries ... Banks can build up deposits by increasing loans ... Demand deposits are the modern counterpart of bank notes.

It was a small step from printing notes to making book entries to the credit of borrowers which the borrowers, in turn, could 'spend' by writing cheques. Thus, it is demonstrated in "Modern Money Mechanics" how, under the practice of fractional reserve banking, a deposit of $5,000 in cash could result in a loan of credit/chequebook money/demand deposits of. $100,000 if reserve ratios set by the Federal Reserve are 5% (instead of 10%).

In a practical application, here is how it works. If a bank has ten people who each deposit $5,000 (totaling $50,000) in cash (legal money) and the bank's reserve ratio is 5%, then the bank will lend twenty times this amount, or $1,000,000 in "credit" money. What the bank has actually done, however, is to write a cheque or loan its credit with the intended purpose of circulating credit as "money." Banks know that if all the people who receive a cheque or credit loan come to the bank and demand cash, the bank will have to close its doors because it doesn't have the cash to back up its cheque or loan. The bank's cheque or loan will, however, pass as money as long as people have confidence in the illusion and don't demand cash. Panics are created when people line up at the bank and demand cash (legal money), causing banks to fold as history records in several time periods, the most recent in this country was the panic of 1933.

The process of passing cheques or credit as money is done quite simply. A deposit of $5,000 in cash by one person results in a loan of $100,000 to another person at 5% reserves. The person receiving the cheque or loan of credit for $100,000 usually deposits it in the same bank or another bank in the Federal Reserve System. The cheque or loan is sent to the bookkeeping department of the lending bank where a book entry of $100,000 is credited to the borrower's account.
The lending bank's cheque that created the borrower's loan is then stamped "Paid" when the account of the borrower is credited a "dollar" amount. The borrower may then "spend" these book entries (demand deposits) by writing cheques to others, who in turn deposit their cheques and have book entries transferred to their account from the borrower's chequeing account.

However, two highly questionable and unlawful acts have now occurred. The first was when the bank wrote the cheque or made the loan with insufficient funds to back them up. The second is when the bank stamps its own "Not

Sufficient Funds" cheque "paid" or posts a loan by merely crediting the borrower's account with book entries the bank calls "dollars." Ironically, the cheque or loan seems good and passes as money -- unless an emergency occurs via demands for cash - or a Court challenge -- and the artful, illusion bubble, bursts.

DIFFERENT KINDS OF MONEY

The book, "I Bet You Thought", published by the Federal Reserve Bank of New York, states: "Money is any generally accepted medium of exchange, not simply coin and currency. Money doesn't have to be intrinsically valuable, be issued by a government or be in any special form." [Emphasis added]

Thus we see that privately issued forms of money only require public confidence in order to pass as money. Counterfeit money also passes as money as long as nobody discovers it's counterfeit. Likewise, "bad" cheques and "credit" loans pass as money so long as no one finds out they are unlawful. Yet, once the fraud is discovered, the values of such "bank money" like bad cheque's ceases to exist. There are, therefore, two kinds of money – government issued legal money and privately issued unlawful money.

DIFFERENT KINDS OF DOLLARS

The dollar once represented something intrinsically valuable made from gold or silver. For example, in 1792, Congress defined the silver dollar as a silver coin containing 371.25 grains of pure silver. The legal dollar is now known as "United States coins and currency." However, the Banker's dollar has become a unit of measure of a different kind of money. Therefore, with Bankers there is a "dollar" of coins and a dollar of cash (legal money), a "dollar" of debt, a "dollar" of credit, a "dollar" of chequebook money or a "dollar" of cheques. When one refers to a dollar spent or a dollar loaned, he should now indicate what kind of "dollar" he is talking about, since Bankers have created so many different kinds.

A dollar of bank "credit money" is the exact opposite of a dollar of "legal money". The former is a liability while the latter is an asset. Thus, it can be seen from the earlier statement quoted from I Bet You Thought, that money can be privately issued as: "Money doesn't have to ... be issued by a government or be in any special form, "It should be carefully noted that banks that issue and lend privately created money demand to be paid with government issued money. However, payment in like kind under natural equity would seem to indicate that a debt created by a loan of privately created money can be paid with other privately created money, without regard for "any special form" as there are no statutory laws to dictate how either private citizens or banks may create money.

By What Authority?

By what authority do state and national banks, as privately owned corporations, create money by lending their credit -- or more simply put - by writing and passing "bad" cheques and "credit" loans as "money"? Nowhere can a law be found that gives banks the authority to create money by lending their liabilities.

Therefore, the next question is, if banks are creating money by passing bad cheques and lending their credit, where is their authority to do so? From their literature, banks claim these techniques were learned from the trade secrets of

the Goldsmiths. It is evident, however, that money creation by private banks is not the result of powers conferred upon them by government, but rather the artful use of long held "trade secrets." Thus, unlawful money creation is not being done by banks as corporations, but unlawfully by bankers.

Article I, Section 10, para. 1 of the Constitution of the United States of America specifically states that no state shall "... coin money, emit bills of credit, make any thing but gold and silver coin a Tender in Payment of Debts, pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligations of Contracts . . ."[Emphasis added]

The states, which grant the Charters of state banks also, prohibit the emitting of Bills of credit by not granting such authority in bank charters. It is obvious that "We the people" never delegated to Congress, state government, or agencies of the state, the power to create and issue money in the form of cheques, credit, or other "bills of credit."

The Federal Government today does not authorize banks to emit, write, create, issue and pass cheques and credit as money. But banks do, and get away with it! Banks call their privately created money nice sounding names, like "credit", "demand deposits", or "Chequebook money". However, the true nature of "credit money" and "cheques" does not change regardless of the poetic terminology used to describe them. Such money in common use by privately owned banks is illegal under Art. 1, Sec. 10, para. 1 of the Constitution of the United States of America, as well as unlawful under the laws of the United States and of this State.

Void "ULTRA VIRES" Contracts

The courts have long held that when a corporation executes a contract beyond the scope of its charter or granted corporate powers, the contract is void or "ultra vires".

1. In Central Transp. Co. v. Pullman, 139 U.S. 60, 11 S. Ct. 478, 35 L. Ed. 55, the court said: "A contract ultra vires being unlawful and void, not because it is in itself immoral, but because the corporation, by the law of its creation, is incapable of making it, the courts, while refusing to maintain any action upon the unlawful contract, have always striven to do justice between the parties, so far as could be done consistently with adherence to law, by permitting property or money, parted with on the faith of the unlawful contract, to be recovered back, or compensation to be made for it. In such case, however, the action is not maintained upon the unlawful contract, nor according to its terms; but on an implied contract of the defendant to return, or, failing to do that, to make compensation for, property or money which it has no right to retain. To maintain such an action is not to affirm, but to disaffirm, the unlawful contract."

2. "When a contract is once declared ultra vires, the fact that it is executed · does not validate it, nor can it be ratified, so as to make it the basis of suitor action, nor does the doctrine of estoppel apply." F& PR v. Richmond, 133 SE 898; 151 Va 195.

3. "A national bank ... cannot lend its credit to another by becoming surety, indorser, or guarantor for him, such an act is ultra vires . . ." Merchants' Bank v. Baird 160 F 642. (Additional cases are cited as footnotes at the end of this Memorandum.)

The Question of Lawful Consideration

The issue of whether the lender who writes and passes a "bad" cheque or makes a "credit" loan has a claim for relief against the borrower is easy to answer, providing the lender can prove that he gave a lawful consideration, based upon lawful acts. But did the lender give a lawful consideration? **To give a lawful consideration, the lender must prove that he gave the borrower lawful money such as coins or currency. Failing that, he can have no claim for relief in a court at law against the borrower as the lender's actions were ultra vires or void from the beginning of the transaction.**

It can be argued that "bad" cheques or "credit" loans that pass as money are valuable; but so are counterfeit coins and currency that pass as money. It seems unconscionable that a bank would ask homeowners to put up a homestead as collateral for a "credit loan" that the bank created out of thin air. Would this court of law or equity allow a counterfeiter to foreclose against a person's home because the borrower was late in payments on an unlawful loan of counterfeit money? Were the court to do so, it would be contrary to all principles of law.

The question of valuable consideration in the case at bar, does not depend on any value imparted by the lender, but the false confidence instilled in the "bad" cheque or "credit" loan by the lender. In a court at law or equity, the lender has no claim for relief. The argument that because the borrower received property for the lender's "bad" cheque or "credit" loan gives the lender a claim for relief is not valid, unless the lender can prove that he gave lawful value. The seller in some cases who may be holding the "bad" cheque or "Credit" loan has a claim for relief against the lender or the borrower or both, but the lender has no such claim.

Borrower Relief

Since we have established that the lender of unlawful or counterfeit money has no claim for relief under a void contract, the last question should be, does the borrower have a claim for relief against the lender?

First, if it is established that the borrower has made no payments to the lender, then the borrower has no claim for relief against the lender for money damages. But the borrower has a claim for relief to void the debt he owes the lender for notes or obligations unlawfully created by an ultra vires contract for lending "credit" money.

The borrower, the Courts have long held, has a claim for relief against the lender to have the note, security agreement, or mortgage note the borrower signed declared null and void.

The borrower may also have claims for relief for breach of contract by the lender for not lending "lawful money" and for "usury" for charging an interest rate several times greater than the amount agreed to in the contract for any lawful money actually risked by the lender. For example, if on a $100,000 loan it can be established that the lender actually risked only $5,000 (5% Federal Reserve ratio) with a contract interest rate of 10%, the lender has then loaned $95,000 of "credit" and $5,000 of "lawful money". However, while charging 10% interest ($10,000) on the entire $100,000. The true interest rate on the $5,000 of "lawful money" actually risked by the lender is 200% which violates Usury laws of this state. If no "lawful money" was loaned, then the interest rate is an infinite percentage. Such techniques the bankers say were learned from the trade secrets of the Goldsmiths.

The Courts have repeatedly ruled that such contracts with borrowers are wholly void from the beginning of the transaction, because banks are not granted powers to enter into such contracts by either state or national charters.

ADDITIONAL BORROWER RELIEF

In Federal District Court the borrower may have additional claims for relief under "Civil RICO" Federal Racketeering laws (18 U.S.C. §1964). The lender may have established a "pattern of racketeering activity" by using the U.S. Mail more than twice to collect an unlawful debt and the lender may be in violation of 18 U.S.C. §1341, 1343, 1961 and 1962. The borrower may have other claims for relief if he can prove there was or is a conspiracy to deprive him of property without due process of law under. (42 U.S.C.§§§1983 (Constitutional Injury), 1985 (Conspiracy) and 1986 ("Knowledge" and "Neglect to Prevent" a U.S. Constitutional Wrong), Under 18 U.S.C.A.§ 241 (Conspiracy) violators, "shall be fined not more than $10,000 or imprisoned not more than ten (10) years or both."

In a Debtor's RICO action against its creditor, alleging that the creditor had collected an unlawful debt, an interest rate (where all loan charges were added together) that exceeded, in the language of the RICO Statute, "twice the enforceable rate." The Court found no reason to impose a requirement that the Plaintiff show that the Defendant had been convicted of collecting an unlawful debt, running a "loan sharking" operation. The debt included the fact that exaction of a usurious interest rate rendered the debt unlawful and that is all that is necessary to support the Civil RICO action. Durante Bros. & Sons, Inc. v. Flushing Nat 'l Bank. 755 F2d 239, Cert. denied, 473 US 906 (1985).

The Supreme Court found that the Plaintiff in a civil RICO action, need establish only a criminal "violation" and not a criminal conviction. Further, the Court held that the Defendant need only have caused harm to the Plaintiff by the commission of a predicate offense in such a way as to constitute a "pattern of Racketeering activity." That is, the Plaintiff need not demonstrate that the Defendant is an organized crime figure, a mobster in the popular sense, or that the Plaintiff has suffered some type of special Racketeering injury; all that the Plaintiff must show is what the Statute specifically requires. The RICO Statute and the civil remedies for its violation are to be liberally construed to effect the congressional purpose as broadly formulated in the Statute. Sedima, SPRL v. Imrex Co., 473 US 479 (1985).

Aside from any legal obligation, there exists a societal and moral obligation enure to both the Plaintiff and the Defendant in that if you were to defuse a Bomb, and you completed the task 99% correct, you are still dead. Plaintiff believes that his position on the law is sound, but fears grievous repercussions throughout the financial community if he should prevail. The credit for money scheme is endemic throughout our society and could have devastating effects on the national economy. Plaintiff believes that another approach may be explored as follows:

- PERFECT OBLIGATION AS TO A HUMAN BEING -

That which is borrowed is wealth. Labor created that wealth, so it is money notwithstanding its form. Consideration is promised in advance by the Promissor of the Note, in the nature of principal and interest payments for the consideration provided by the lender, which is his personal wealth created by his labor.

A Mortgage Note or Promissory Note secures the position of the lender and if there is default on the promise to pay then the borrower has agreed to accept the strict foreclosure remedy provided by state statutes.

Then the borrower obligated them selves to pay back the principal and pay for the use of it, in the form of interest for the years over which the principal is to be paid back. **When payments stop there is a prima facie injury to the lender**. When payments stop the lender has strict foreclosure procedure in state court to remedy the pay back of the balance of the principal.

Judgment to foreclose on the property is granted upon the mere proof that payments have ceased as promised. The property is sold to cover the unpaid balance; deficiency judgment may be needed. All is right with the world. Here the lender would be prejudiced if complete and swift remedy were not available. Absent such remedy the government would be party to placing the lender into a condition of involuntary servitude to the borrower.

- PERFECT OBLIGATION AS TO A BANK -

In years past banks and savings and loans institutions enjoyed the remedy outlined above. The reason was they were lending out money belonging to their depositors and there was prima facie injury to the depositors upon the mere proof that payments had ceased. Thereby the bank as well as the government would be party to creating a condition of involuntary servitude upon the depositors if strict foreclosure remedy were not available.

Today depositors are not in jeopardy of being injured when a person borrows money from a bank. The bank does not lead their money, only their credit in the amount of the loan (paper accounting). Hence no prima facie injury exists to either the depositors or the bank upon the mere proof that payments cease. Injury is based upon the payments made as to the credit line.

Perfect or imperfect obligation.

A perfect obligation is one recognized and sanctioned by positive law; one of which the fulfillment can be enforced by the aid of the law. But if the duty created by the obligation operates only on the moral sense, without being enforced by any positive law, it is called an "imperfect obligation," and creates no right of action, nor has it any legal operation. The duty of exercising gratitude, charity, and the other merely moral duties are examples of this kind of obligation. [Edwards v. Keaney, 96 U.S. 595, 600, 24 L.Ed. 793]

Government approved the Federal Reserve Bank, Inc., as the Central Banking system for the United States, and it's policy is reviewed by Congress albeit, in a haphazard manner. The Federal Reserve authorizes it's "private money" "Federal Reserve Bank Notes" to be used by lending institutions such as member banks, to operate upon a system of fractionalizing. The nature of which is that they do not lend either their money or the money of the depositors, the money is created out of thin air, by the mere stroke of a pen. When there is no consideration in jeopardy of being returned, then the obligation is to make the bank injury proof, to the extent of the obligation, which would be to make them whole.

The only legal obligation is based upon the moral issue, which under the law is an Imperfect Obligation, to return to them their property, which isn't wealth, but credit. A Promissory Note is signed under "economic compulsion" when, the "loan" will not be consummated unless and until the borrower signs it. Thus, performing the act of signing a Promissory Note cannot be considered voluntary.

The discharging of the credit is based upon social, economic, and moral standards to make the bank whole, if injury is claimed, in any court action where default on the Promissory Note is on record and where the bank fails to verify an injury, the bank cannot enforce a promise to pay consideration where they provided no consideration. For the bank to be able to force upon the defendant an amount over and above the credit, is to force upon the defendants a debt that goes to the control of their labor against their will. This condition would be Peonage, which has been abolished in this country. (42 U.S.C. § 1994, and 18 U.S.C. §1581.)

The question then arises as to when is the obligation discharged, to put the bank in a position, where there is no record of injury to it?

BANK CREDIT LOAN EXAMPLE

When a person borrows $100,000.00 at 10 % interest amortized over 30 years at a cost of 4 points, is not the $4,000.00 for points the profit to the bank? In the paperwork the borrower is charged the $4,000.00 for points. In essence the bank only provides $96,000.00 for a $100,000.00 loan, thereby causing the cost of the loan to be more than $100,000.00. Example: the borrower's cost of the Note is 10 % of $100,000.00, or $10,000.00 for the bank's investment of $96,000.00. $10,000.00 divided by $96,000.00 = 10.42 annual percentage rate (APR). In this process the profit to the bank is received at the closing table.

This raises the question at what point in making payments can the holder of the Note no longer sustain injury? Monthly payments should be $878.00 for a $100,000.00 loan at 10 % interest amortized over 30 years [$8.78 per $1,000.00 = $8.78 x 100 = $878.00/month]. The $100,000.00 loan divided by $878.00/monthly payments = 113.4 payments; or after making 114 payments x $878.00 a total of $100,092.00 has been paid.

After 114 payments the credit lined provided by the loan has been discharged. Does injury exist to the bank after the 114th payment? The answer is NO.

Where the credit line of $100,000.00 is discharged, where is the injury? There is only injury to the bank where payments have not been made for 9 1/2 years (114 payments).

If payments stop before the 114th payment then whatever injury exists must be based upon a verified complaint of injury; e.g, that which remains to discharge the credit line after 57 payments is approximately $50,000.00 [57 x $878.00 = $50,046.00].

What happens when payments stop after the 114th payment?

The plan is for the borrower to pay $878.00 x 360 payments; or $316,080.00 (over 30 years) for a credit line of $100.000.00. The first payment of $878.00 includes principal of $55.00 and interests $833.00. When payments stop prematurely the bank uses the state's strict foreclosure laws colorably as if the bank's wealth or the wealth of the depositors is in jeopardy of being returned.

"Colorable transaction, One presenting an appearance which does not correspond with the reality, and, ordinarily, an appearance intended to conceal or to deceive. (Black's Law Dictionary 6th Edition.)

Is, or is not, a transaction with the bank colorable?

Plaintiff believes if the borrower stops the payments before the credit line is exhausted then it can be charged that the borrower intended to injure the bank; but that the bank intends to injure the borrower if the borrower has made 114 payments and the bank forecloses intending for the court to rule in their favor. Plaintiff believes that forced collection of anything over the $100,000.00 is injury to the borrower and is a debt that goes to control their labor against their will. Enforcement of this service is a prohibited condition of peonage.

It is taken that the plaintiff permits the Bank to use the court's process and the state's strict foreclosure procedures as if the bank arranged for consideration to be part of the transaction when the Plaintiff does not refuse to accept the enforcement of this service for the reason that they can only make a defense based upon a verified complaint of injury to the bank since the bank provided no consideration in the transaction. Plaintiff has yet to see a verified complaint of injury filed in these proceedings.

In the example where 114 payments had been made, and then payments stop, the credit line is discharged. The bank however, based upon the former practice (policy) will claim through a third party, their attorney, using the records colorably in a non-verified complaint, that an outstanding balance of approximately $90,000.00 exists on the 30 year amortized Promissory Note as if the bank provided consideration.

Under such circumstances the foreclosure procedure used intends to injure the Plaintiffs where there is no-verified complaint of injury to defend against.

Due process is violated when the court makes judgment in favor of the bank upon the mere proof that the borrower stopped making payments. There is no verified complaint of injury to the bank; thereby the strict foreclosure procedure has the result of the court, imposing injury to the Plaintiff in an amount certain.

Plaintiffs believe the enforcement of this service is peonage.
Plaintiffs argue that if the borrower does not refuse to accept for cause, without dishonor, the rebuttable presumptions in the non-verified complaint then they accept being controlled by the court's process and the proceedings is to the non-verified claims. If the Plaintiffs make a proper record (by affidavit) of refusing to accept the non-verified complaint and proceedings and their reasons are not controverted with evidence (by affidavit) then a record is made that the claims in the non-verified complaint are irrebuttable presumptions. [Bailey v. Alabama, 219 U.S. 2193].

Absent a verified complaint of a damaged party, the Plaintiff having repaid the principle of the original loan, cannot be held to peonage for the satisfaction of an imperfect obligation.

CONTINUATION OF CASE CITES IN SUPPORT

The following case cites also support this Memorandum on credit loans and void contracts:

"A bank may not lend its credit to another even though such a transaction turns out to have been of benefit to the bank, and in support of this a list of cases might be cited, which-would look like a catalog of ships." [Emphasis added] Norton Grocery Co. v. Peoples Nat. Bank, 144 SE 505. 151 Va 195.

"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." 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 . . . Bowen v. Needles Nat. Bank, 94 F 925 36 CCA 553, certiorari denied in 20 S.Ct 1024, 176 US 682, 44 LED 637.

"The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often .. . Zinc

Carbonate Co. v. First National Bank, 103 Wis 125, 79 NW 229. American Express Co. v. Citizens State Bank, 194 NW 430.

"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 . . ." Howard & Foster Co. v. Citizens Nat'l Bank of Union, 133 SC 202, 130 SE 759(1926).

". . . cheques, drafts, money orders, and bank notes are not lawful money of the United States ..." State v. Neilon, 73 Pac 324, 43 Ore 168.

"Neither, as included in its powers not incidental to them, is it a part of a bank's business to lend its credit. If a bank could lend its credit as well as its money, it might, if it received compensation and was careful to put its name only to solid paper, make a great deal more than any lawful interest on its money would amount to. If not careful, the power would be the mother of panics, . . . Indeed, lending credit is the exact opposite of lending money, which is the real business of a bank, for while the latter creates a liability in favor of the bank, the former gives rise to a liability of the bank to another. I Morse. Banks and Banking 5th Ed. Sec 65; Magee, Banks and Banking, 3rd Ed. Sec 248." American Express Co. v. Citizens State Bank, 194 NW 429.

"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." Federal Intermediate Credit Bank v. L 'Herrison, 33 F 2d 841, 842 (1929).

"There is no doubt but what the law is that a national bank cannot lend its credit or become an accommodation endorser." National Bank of Commerce v. Atkinson, 55 E 471.

"A bank can lend its money, but not its credit." First Nat'l Bank of Tallapoosa v. Monroe . 135 Ga 614, 69 SE 1124, 32 LRA (NS) 550.

".. . the bank is allowed to hold money upon personal security; but it must be money that it loans, not its credit." Seligman v. Charlottesville Nat. Bank, 3 Hughes 647, Fed Case No.12, 642, 1039.

"A loan may be defined as the delivery by one party to, and the receipt by another party of, a sum of money upon an agreement, express or implied, to repay the sum with or without interest." Parsons v. Fox 179 Ga 605, 176 SE 644. Also see Kirkland v. Bailey, 155 SE 2d 701 and United States v. Neifert White Co., 247 Fed Supp 878, 879.

"The word 'money' in its usual and ordinary acceptation means gold, silver, or paper money used as a circulating medium of exchange . . ." Lane v. Railey 280 Ky 319, 133 SW 2d 75.

"A promise to pay cannot, by argument, however ingenious, be made the equivalent of actual payment ..." Christensen v. Beebe , 91 P 133, 32 Utah 406.

"A bank is not the holder in due course upon merely crediting the depositors account." Bankers Trust v. Nagler, 229 NYS 2d 142, 143.

"A cheque is merely an order on a bank to pay money." Young v. Hembree, 73 P2d 393.

"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." Barnsdall Refining Corn. v. Birnam Wood Oil Co. 92 F 26 817.

"Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts." Leonard v.Springer 197Ill532.64NE301.

"If any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise." Menominee River Co. v. Augustus Spies L & C Co., 147 Wis 559-572; 132 NW 1122.

"The contract is void if it is only in part connected with the illegal transaction and the promise single or entire." Guardian Agency v. Guardian Mut. Savings Bank, 227 Wis 550, 279 NW 83.

"It is not necessary for recision of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations." Whipp v. Iverson, 43 Wis 2d 166.

"Each Federal Reserve bank is a separate corporation owned by commercial banks in its region ..." Lewis v. United States, 680 F 20 1239 (1982).

Respectfully submitted,

"Without Prejudice"

Nelson L. Bruce 9-8-2017

Nelson L. Bruce, Propria Persona, Sui Juris
Authorized Representative
All Rights Explicitly Reserved and Retained
c/o PMB 1605 Central Avenue, Ste.6 # 167
Summerville, South Carolina 29483
U.C.C. 1-207/1-308, 1-103.6
Defendant

CERTIFIED TO BE A TRUE AND CORRECT COPY
AS TAKEN FROM AND COMPARED WITH THE
ORIGINAL FILED IN THIS OFFICE

OATH FOR JUDGE

JUL 25 2017

1. ***Immediately*** return this completed, notarized oath form to:

The Honorable Mark Hammond
Office of the Secretary of State
1205 Pendleton Street, Suite 525
Columbia, South Carolina 29201
Attn: Tracy Sharpe, Director of Boards and Commissions

2. ***Print*** your name, the office to which you have been appointed/elected, and your mailing address. ***Please write clearly.***

NAME: The Honorable Diane S. Goodstein

APPOINTED/ELECTED: Elected

MAILING ADDRESS: Post Office Box 234, St. George, SC 29477

TERM TO EXPIRE: June 30, 2022

STATE OF SOUTH CAROLINA

COUNTY OF Dorchester

I do solemnly swear (or affirm) that I am duly qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been elected, (or appointed), and that I will, to the best of my ability, discharge those duties, and will preserve, protect, and defend the Constitution of this State and of the United States.

I pledge, to uphold the integrity and independence of the judiciary;
I pledge, in the discharge of my duties, to treat all persons who enter the courtroom with civility, fairness, and respect;
I pledge to listen courteously, sit impartially, act promptly, and rule after careful and considerate deliberation;
I pledge to seek justice, and justice alone;
So help me God.

Diane S. Goodstein
Signature of Judge

Sworn to and subscribed before me this

30th day of June 2016

Nancy C. McLin
Signature

Nancy C. McLin - Family Court Judge
Title*

My Term Expires June 30, 2022

*Please make sure the oath is administered by an authorized official as set forth in the SC Code of Laws.

Case # 16-CP-18-1678 Authorization Form Approved

SOCIAL SECURITY ADMINISTRATION OMB No. 0960-0719

APPLICATION TO COLLECT A FEE FOR PAYEE SERVICES

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 Intimal Revenue Code (if applicable).
- Our organization's mission statement.
- A list of current beneficiaries being served (if applicable) including name, address and SSN.
- Proof of State License (if applicable).
- Proof of Bond/ Insurance (if applicable).

1.) Name of Organization 2.) EIN

3.) Type of Organization __ Community based, non-profit social service agency

__ State/Local Government Agency

4.) Address

5.) City, state, Zip code Phone Number

( ) -

6.) Licensed 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.) Does the bond/ policy coverage include claims against all officers and employees for theft?

9.) Is your organization currently charging a fee for providing payee services? Yes No (circle one)

10.) Does your organization receive or collect money from other sources for representative payee services? Yes No (circle one) If yes, list amount and areas served by zip code

11.) Does your organization serve as representative payee in multiple areas? Yes No (circle one)
If yes, list all the locations (branches) including mailing address and contact information

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:

SSA-445 (07-2006)

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 tee 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: _____

---

11 U.S. Code § 345 - Money of estates Current through Pub. L. 114-38. (See Public Laws for the current Congress.)

(a) A trustee in a case under this title may make such deposit or investment of the money of the estate for which such trustee serves as will yield the maximum reasonable net return on such money, taking into account the safety of such deposit or investment.
(b) Except with respect to a deposit or investment that is insured or guaranteed by the United States or by a department, agency, or instrumentality of the United States or backed by the full faith and credit of the United States, the trustee shall require from an entity with which such money is deposited or invested—
(1) a bond— (A) in favor of the United States; (B) secured by the undertaking of a corporate surety approved by the United States trustee for the district in which the case is pending; and (C) conditioned on— (i) a proper accounting for all money so deposited or invested and for any return on such money; (ii) prompt repayment of such money and return; and (iii) faithful performance of duties as a depository; or (2) the deposit of securities of the kind specified in section 9303 of title 31; unless the court for cause orders otherwise. (c) An entity with which such moneys are deposited or invested is authorized to deposit or invest such moneys as may be required under this section.
(Pub. L. 95–598, Nov. 6, 1978, 92 Stat. 2565; Pub. L. 97–258, § 3(c), Sept. 13, 1982, 96 Stat. 1064; Pub. L. 98–353, title III, § 437, July 10, 1984, 98 Stat. 370; Pub. L. 99–554, title II, § 214, Oct. 27, 1986, 100 Stat. 3099; Pub. L. 103–394, title II, § 210, Oct. 22, 1994, 108 Stat. 4125.)

Privacy Act: The Social Security Administration is authorized to request the information on this form under sections 205(j)(4) and 1631 (a)(2) as amended, authorizes us to collect this information. The information needed to permit consideration as to your eligibility to serve as a Fee for Service representative payee. The information you furnish on this form is voluntary. However failure to provide all or part of the information may result in nonpayment for your services.

We rarely use the information you supply for any purpose other than for making a determination regarding your eligibility to serve as a Fee for Service Representative Payee. However, we may use it for the administration and integrity of the Social Security programs. We may also disclose information to another person or to another agency in accordance with approved routine uses, which include but not limited to: (1) to enable a third party or an agency to assist Social Security in establishing rights to Social Security benefits and /or coverage; (2) to comply with Federal laws requiring the release of information from Social Security records (e.g to the Government Accountability Office and Department of Veteran Affairs);(3) to make determinations for eligibility in similar health and income maintenance programs at the Federal State and local level; and (4) to facilitate statistical research, audit or investigative activities necessary to assure the integrity of Social Security programs.

We may also use the information you provide in computer matching programs. Matching programs compare our records with records kept by other Federal, State, or local governmental agencies.
Information from these matching programs can be used to establish or verify a person's eligibility for Federally-funded and administered benefit programs and for repayment of payments or delinquent debts under these programs

A complete list of routine uses for this information is available in System of Record Notice 60-0222. This notice, additional information regarding this form and information regarding our programs and systems are available on-line at www.socialsecurity.gov or at your local Social Security Office.

Paperwork Reduction Act Statement: This information collection meets the requirements of 44 U.S-C. S 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.

H-7–Required Deposit Model Clause

The annual percentage rate does not take into account your required deposit.

H-8–Rescission Model Form (General)

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that will result in a [mortgage/lien/security interest] [on/in] your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is

_____; or

(2) the date you received your Truth in Lending disclosures; or

(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the [mortgage/lien/security interest] is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the [mortgage/lien/security interest] [on/in] your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at

(creditor's name and business address)

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of _____ (date)

(or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

_____ _____

(Consumer's Signature) (Date)

H-9–Rescission Model Form (Refinancing With Original Creditor)

NOTICE OF RIGHT TO CANCEL

YOUR RIGHT TO CANCEL

You are entering into a new transaction to increase the amount of credit previously provided to you. Your home is the security for this new transaction. You have a legal right under Federal law to cancel this new transaction, without cost, within three business days from whichever of the following events occurs last:

1. the date of this new transaction, which is _____; or

2. the date you received your new Truth in Lending disclosures; or

3. the date you received this notice of your right to cancel.

If you cancel this new transaction, it will not affect any amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of this new transaction, we must take the steps necessary to reflect the fact that your home does not secure the increase of credit. We must also return any money you have given to us or anyone else in connection with this new transaction.

You may keep any money we have given you in this new transaction until we have done the things mentioned above, but you must then offer to return the money at the address below.

If we do not take possession of the money within 20 calendar days of your offer, you may keep it without further obligation.

HOW TO CANCEL

If you decide to cancel this new transaction, you may do so by notifying us in writing, at

_____

(Creditor's name and business address).

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of

_____

(Date) _____

(or midnight of the third business day following the latest of the three events listed above).

If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL

Consumer

_____

Date _____

[has a demand feature.]

[All disclosures are based on an assumed maturity of one year.]

H-6-Assumption Policy Model Clause

Assumption: Someone buying your house [may, subject to conditions, be allowed to] [cannot] assume the remainder of the mortgage on the original terms.

H-7-Required Deposit Model Clause

The annual percentage rate does not take into account your required deposit.

H-8–Rescission Model Form (General)

NOTICE OF RIGHT TO CANCEL

Your Right to Cancel

You are entering into a transaction that will result in a [mortgage/ lien/ security interest] [on/in] your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

(1) the date of the transaction, which is

_____; or

(2) the date you received your Truth in Lending disclosures; or

(3) the date you received this notice of your right to cancel.

If you cancel the transaction, the [mortgage/lien/security interest] is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the [mortgage/lien/security interest] [on/in] your home has been cancelled, and we must return to you any money or pro-

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing, at

[creditor's name and business address]

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no

later than midnight of [date]

(or midnight of the third business day following the latest of the three events listed above) If you send or deliver your written notice to cancel some other way, it must be delivered to the

perty you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

above address no later than that time.

I WISH TO CANCEL

_____ _____

Consumer's Signature Date

H-9—Rescission Model Form (Refinancing With Original Creditor)

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NOTICE OF RIGHT TO CANCEL

YOUR RIGHT TO CANCEL

You are entering into a new transaction to increase the amount of credit previously provided to you. Your home is the security for this new transaction. You have a legal right under Federal law to cancel this new transaction, without cost, within three business days from whichever of the following events occurs last:

1. the date of this new transaction, which is _____; or
2. the date you received your new Truth in Lending disclosures; or
3. the date you received this notice of your right to cancel.

If you cancel this new transaction, it will not affect any amount that you presently owe. Your home is the security for that amount. Within 20 calendar days after we receive your notice of cancellation of this new transaction, we must take the steps necessary to reflect the fact that your home does not secure the increase of credit. We must also return any money you have given to us or anyone else in connection with this new transaction.

Exhibit-E

Bank of America
Home Loans

Mailstop DE5-015-01-08
655 Paper Mill Road
Newark, DE 19711

FILED - RECORDED
2017 SEP 13 AM 10: 32
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

NELSON L BRUCE
144 PAVILION ST
SUMMERVILLE, SC 29483

Date: December 2, 2016

Account Ending In: 5786

Property Address:
144 Pavilion Street
Summerville, SC 29483

Customer name(s):
NELSON L BRUCE

Tracking Number:
1Z88F1651397771581

We received your notice to renew the claim of violations related to the loan origination on this home loan. However, the right to rescind has expired.

Your request dated November 7, 2016, claimed there may be violations of the federal Truth in Lending Act and Regulation Z (collectively "TILA").

What you need to know

- The federal Truth in Lending Act (TILA) states that if required notices or material disclosures are not delivered to the consumer, the consumer has the right to rescind, which expires **three (3) years** after the origination of the loan.
- Since this home loan originated in March 2009, any extended right to rescind under TILA, if applicable, has expired.
- Based on this information, we are denying your request to rescind the home loan transaction.

We will send you a response about the remainder of your claim in a separate mailing, if applicable. Bank of America, N.A.'s response is not an admission of any violations of law related to this transaction, including but not limited to TILA.

If you have questions

If you need additional information or have any questions, please feel free to contact me in writing, at the return address listed at the top of this letter. For information regarding loan workout assistance, please call us at 800.669.0102, Monday through Friday, 7a.m. to 7 p.m. local time.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. If you are currently in a bankruptcy proceeding or have previously obtained a discharge of this debt under bankruptcy law, this notice is for informational purposes only and is not an attempt to collect a debt, a demand for payment or an attempt to impose personal liability for a discharged debt.

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Exhibit - E

Sincerely,

Gabriele Coutz

Mortgage Resolution Specialist II

Exhibit-E

NOTICE OF RESCISSION AND OPPORTUNITY TO CURE

Date: [illegible] **Certified Mail #: 7016 1370 0002 2233 1855**

Claimant:
Nelson-Leon: Bruce (Authorized Representative)
Natural Person, In Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved: U.C.C. 1-207/1-308/1-103.6
c/o 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina Republic
Zip Exempt [29483]
United States Republic, Continental North America
Non-Domestic, Non-Resident, via united States Mail

Respondent(s):
BANK OF AMERICA, N.A.
Attn: Brian T. Moynihan (CEO)
P.O. Box 942019
Simi Valley, CA 93094-2019

RE: NOTICE OF RESCISSION AND OPPORTUNITY TO CURE: BANK OF AMERICA, N.A. LOAN ACCOUNT NO. 202985786 AND FOR 144 PAVILION STREET, SUMMERVILLE, SOUTH CAROLINA

Dear Alleged Mortgage Servicer/Creditor*:

This is constitutional constructive notice to the addressee, the parent of one of the entities claiming to have a rights to the above subject land. Pursuant to TILA, 15 USC § 1635 and Regulation Z, 12 CFR § 226.23 and where **I hereby exercise my right to rescind the mortgage transaction that is identified by the above referenced account number as previously requested under U.S.P.S. First Class Priority Express mailing signature required item number EL270564667US and received by a representative of BANK OF AMERICA, N.A. on February 19, 2016 and addressed to CEO Brian T. Moynihan.** The primary basis for the rescission is that I was not provided with a completed copy of the notice of my right to resend the consumer credit transaction in violation of 15 USC § 1630 5A and Regulation Z, 12 CFR § 226.17 and § 226.23**. Additionally it is unclear whether the addressee is actually the holder of the note in due course or merely a third party debt collector committing fraud, and claiming by hearsay, to have rights associated with the subject title and note.

You and your predecessor were previously notified numerous times from July 2015 to 2016 via registered return receipt certified mail of the deficiencies in your claims and were asked to provide a detailed account from 2009 AND A CERTIFIED COPY OF THE FRONT AND BACK OF EVERY PAGE OF THE ORIGINAL NOTE BARING MY WET INK SIGNATURE THAT YOU CLAIM TO POSSESS. Instead, we now have two separate versions of a copy of a mortgage and note that the alleged creditor, their agents/representatives/legal advisors and the law firm of ROGERS TOWNSEND & THOMAS, PC is claiming to be exact copies of the original baring my wet ink signature, each with unique added features to the "original." Additionally, we have received numerous responses that were non-sufficient proof that what is being sent is the true and correct copy of the original baring any wet ink signatures and nothing signed in blue ink under penalty of perjury validating/verifying this from any natural man/woman who is an agent/representative/legal advisor of BANK OF AMERICA, N.A., which are hereby challenged, as hearsay because they cannot be validated or unverified.

Therefore in response by suit or claim, and if you attempt to reassert these presumptions, the individual signing the certification or the licensed counsel will be brought to justice.

By way of this notice, I hereby revoke, cancel, annul, void, and remove any acquiesced presumptions, acquiesced assignments, acquiesced contracts gained by trickery or deceit, and hereby do the same on all known and unknown likenesses, images uses of or hypothecations of my name, original birth certificate (now in my possession), Social Security or subject account numbers or any other identifying information fraudulently used in the banking system without my permission or knowledge. You are hereby provided this notice to cease and desist any and all aforementioned uses.

Exhibit-B

Pursuant to TILA and regulation Z, you had 20 days after receipt of the first notice of rescission which was February 19, 2016 to return all monies paid from March 30, 2009 and to take action necessary and appropriate to publically terminate the security interest. As of the date of this mailing you have not done so. Please be advised that the mortgage is automatically voided by operation of law upon receiving under 15 USC section 1635B. Therefore any attempt to report this mortgage to credit agencies is a willful violation of TILA and the Fair Credit Reporting Act 15 USC § 1681a, et seq.

Therefore please contact me at [redacted] to arrange the recoupment and delivery to me of all monies paid under the mortgage, including all closing costs, principal, and interest, and the original note. Additionally please mail me confirmation the mortgage has been avoided and no negative information will be reported from the date of the original request to the credit bureau is with respect to this alleged loan. Govern yourselves accordingly.

Sincerely,

The Estate of
NELSON LEON BRUCE

"Without Prejudice"

Nelson-Leon: Bruce – Authorized Representative
All Natural Rights "Explicitly" Reserved
U.C.C. 1-207/1-308/1-103.6/2.207

CC:
ROGERS TOWNSEND & THOMAS, PC (Representative for BANK OF AMERICA, N.A.)
Attn: Andrew W. Montgomery
c/o Default Services Department
P.O. Box 100200
Columbia, SC 29202
Certified Mail #: 7016 1370 0002 2233 1862

* To the Alleged Mortgage Servicer: To the Alleged Trustee of the Pooling Service Agreement Controlling the GENNIE MAE REMIC TRUST 2009-022: To the Alleged and Actual Person In Possession of the Mortgage: Alleged and Actual Person in Possession of the Trust Deed: Investors: Person(s) Who Without Consent may have Added "-5." to a Mortgage Number Created without My Permission New 3rd Party Debt Collector Alleged and Unverified Debt: To the True and Verifiable Lender or Investor Who Can Prove They Wired Money as Claimed on March 30, 2009: To Those Yet to be Discovered Who Used My Personal Information Without My Permission, To Those Deceived by this Fraud Who May by Presumption Think They Have a Claim Upon the Subject Land or Account: To Those Who Participated and Knowingly Placed Fraud into the Record of the Subject Title. TO Alleged Trustees and Other Unnamed Does 1-10,000 Who Are Either United States Persons and or Natural Persons Operating Outside of their Official Capacities.

** See also JESINOSKI ET AL v. COUNTRYWIDE HOME LOANS, INC., ET AL. CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT No. 13-684. Argued November 4, 2014-Decided January 13, 2015 of this right.

State of South Carolina)
) ss:
County of Dorchester)

JURAT

Subscribed and sworn to (or affirmed) before me on this 7th day of November, 2016, by Nelson-Leon: Bruce, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public:

Notary Address:
1605 Central Avenue, Ste. 6
Summerville, SC 29483

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04 17

12/4/17
My Commission Expires:

172 (STAMP)

NOTICE OF RESCISSION PURSUANT TO TILA, 15 USC§1635 ET AL

Exhibit - E

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

BANK OF AMERICA, N.A.
Attn: Brian T. Moynihan (CEO)
P.O. Box 942019
Simi Valley, CA 93094-2019

herein after, "Recipient, "the documents pertaining to a certain Alleged Loan/Account # 202985786 regarding NELSON L BRUCE as follows:

1. **NOTICE OF RESCISSION AND OPPORTUNITY TO CURE**; and
2. **Copy of person signature who received the original rescission request**; and
3. **Cop of letter from BLANK ROME, LLP acknowledging that request for rescission was received;**
4. reference copy of this **Notary's Certificate of Service** (signed original on file)

by Certified Mail No. 7016 1370 0002 2233 1855 Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Total of 6 pages.

Nelson-Leon: Bruce

(SEAL)

Notary Public:

1605 Central Avenue
Summerville, South Carolina 29483

NOV 0 7 2016

Date:

12/4/17

(STAMP)

My Commission Expires:

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12 04 17

NOTARY PUBLIC

Exhibit-E

NOTICE OF DEFAULT IN DISHONOR

Certified Mail#: **7016 1370 0002 2233 1862**

Notice date: **November 9, 2016**

Claimant(s): **Nelson-Leon: Bruce (Authorized Representative)**
Natural Person. In Propria Persona. Sui Juris
All Rights Reserved: U.C.C. 1-207/1-308/1-103.6
c/o 144 Pavilion Street
Summerville. South Carolina Republic
Zip Exempt [29483]
United States Republic. Continental North America
Non-Domestic. Non-Resident. via united States Mail

Respondent(s): **ROGERS TOWNSEND & THOMAS, PC (Representative for BANK OF AMERICA, N.A.)**
Attn: Andrew W. Montgomery
c/o Default Services Department
P.O. Box 100200
Columbia, SC 29202

Reference: **NELSON L BRUCE (Corporate Entity/Artificial Person/ Construct);**
ALLEGED LOAN/ACCOUNT #'s: 202985786 / 202985786-5
RTT File No.: 015262-02421

This letter will also be in response to your letter dated October 11, 2016 and received by me October 13, 2016. Again, your correspondences did not sufficiently address any of my requests point by point and you are not certifying that what is being sent to me is the "true and correct" copy of any original document baring the wet ink signatures of both parties and you have not signed under penalty of perjury in wet blue ink verifying anything and again there is no flesh and blood man or woman who is signing these correspondences being sent taking responsibility for what is being sent out therefore your responses is not accepted or is a sufficient response. On August 25, 2016 your clients BANK OF AMERICA, N.A. received a valid form of payment sent via U.S.P.S. under registered mail # RA 648 968 537 US as settlement and closure for this alleged account in the form of a negotiable instrument of which they have accepted under U.C.C. 3-603 of which you they had the option of returning the instrument back to issuer in full and providing proof that my instrument is not valid or appear to be valid whichever is being alleged lawfully but have not so this alleged debt is considered settled and discharged. Your client has not adjusted the alleged account of this transaction. I have included a copy of the filed U.C.C.-1 on the "registered security instrument" presented to your client referencing this transaction that they are refusing to adjust the account # referenced above to reflect.

This instrument is a notice of **DEFAULT IN DISHONOR** upon the instrument(s) tendered by the Claimant(s) between August 27, 2016 and August 31, 2016 with the Certified Mail Article No.(s) 7016 0600 0001 1511 5181 U.S.P.S. and received by the Respondent(s) on or about September 2. 2016. and the instrument is a **Notice of Fault in Dishonor Opportunity to Cure** upon the instrument(s) tendered by the Claimant(s) on or about October 20, 2016 with the U.S.P.S Certified Mail Article No. 7016 1370 0002 2233 1800, and received by the Respondent(s) on or about October 25. 2016 at the address referenced above.

PRESENTMENTS: On or around between **August 27, 2016 and October 20, 2016**. Amanda Collins. Notary Public. at the request of the Claimant(s). presented the following instrument(s):

1. **NOTICE OF FAULT IN DISHONOR OPPORTUNITY TO CURE**;
2. Reference copy of a **NOTARY'S CERTIFICATE OF SERVICE**.

DISHONOR: By the terms and conditions of the agreement resulting from the request. the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the Request within thirty (30) days from receipt of the **Affidavit of Fact "Writ in the nature of Discovery request/demand/dispute of debt notice"** and in good faith protest and/or honor within ten (10) days the **NOTICE OF FAULT IN DISHONOR OPPORTUNITY TO CURE** and to provide verification in the form of an affidavit signed in **wet blue ink** signature under penalties of perjury by a man or woman who is an agent/representative or legal advisor of ROGER TOWNSEND & THOMAS. PC and none of your previous responses reaches this requirement. A dishonor of the Request discharges the alleged liability that the Respondent(s) have claimed.

Allowing thirty (30) days for the receipt **Affidavit of Fact "Writ in the nature of Discovery request/demand/dispute of debt notice"** also allowing an additional eighteen (18 days) and an additional ten (10) days with an additional five (5) days on the opportunity to cure. the time allowed having passed for receipt. This **Notice of Default in Dishonor** stands as fact that the time allowed having passed for response, and the Notary showing no record of response, Claimant(s) now deems the instrument(s) **Affidavit of Fact "Writ in the nature of Discovery request/demand/dispute of debt notice"** to have been dishonored on **September 2, 2016,** and the **Notice of Fault in**

Exhibit-E

Dishonor (Opportunity to Cure) to have been dishonored on **November 9, 2016**, there by comprising a confession of judgment on the merits.

DEFAULT: For the Respondent(s) failure to honor the requests, places the Respondent(s) at **fault**. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response to the Request and to the **Affidavit of Fact "Writ in the nature of Discovery request/demand/dispute of debt notice"** and **Notice of Fault in Dishonor (Opportunity to Cure)**, Respondent(s) thereby acquiesce and tacitly agree with all terms, conditions and stipulations set forth within this **Notice of Default in Dishonor**.

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

IN WITNESS WHERE OF I here unto set my hand and seal on this 9TH day of November, 2016 and hereby certify all the statements made above are true, correct and complete.

"Without Prejudice"

Date: NOV 0 9 2016

Claimant: Nelson: Leon: Bruce (Seal)
Nelson-Leon: Bruce – Authorized Representative
All Natural Rights "Explicitly" Reserved
U.C.C. 1-207/1-308/1-103.6/2-207

State of South Carolina)
) ss:
County of Dorchester)

JURAT

Subscribed and sworn to (or affirmed) before me on this 9th day of November 2016, by **Nelson-Leon: Bruce**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public:

1605 Central Avenue
Summerville, South Carolina 29483

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12-04-17

12/4/17
My Commission Expires:

(STAMP)

Exhibit - E

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

ROGERS TOWNSEND & THOMAS, PC (Representative for BANK OF AMERICA, N.A.)
Attn: Andrew W. Montgomery
c/o Default Services Department
P.O. Box 100200
Columbia, SC 29202

herein after, "Recipient, "the documents pertaining to a certain Alleged Loan/Account #'s 202985786 / 202985786-5 regarding NELSON L BRUCE as follows:

1. **NOTICE OF DEFAULT IN DISHONOR,** issued by Nelson-Leon: Bruce and dated November 9, 2016 (3 pages); and
2. **Copy of AFFIDAVIT OF FACT BILL OF EXCHANGE - REFUSAL IS DISCHARGE (X pages); and**
3. **Copy of U.C.C.-1 referencing the registered security instrument presented as payment to discharge the alleged debt held and accepted by BANK OF AMERICA, N.A (1 Page);** and
4. **Copy of REGISTERED SECURITY INSTRUMENT sent under RA 648 968 537 US to BANK OF AMERICA, N.A. Payoff department Attn: to CFO-Paul Donofrio / CEO – Brian T. Moynihan (5 Pages);** and
5. **Copy of Notice of Rescission and Opportunity to Cure response dated November 7, 2016 (3 pages);** and
6. **Copy of 1st official notice requesting a rescission (15 pages);** and
7. **Copy of U.S.P.S.** showing a signature of a representative of Bank of America, N.A. receiving the initial request letter or rescission that it was mailed under (1 page); and
8. **Copy of Blank Rome LLP (Representative for Bank of America, N.A.) acknowledging that Bank of America, N.A.** has receive the initial request for rescission but have not responded (2 pages): and
9. **For your references, a copy of "Pope Francis" Letter to Obama regarding all foreign entities under the Foreign Bar Association to Cease and desist or be held accountable (3 Pages;** and
10. **For your references, a copy of "Pope Francis" Apostolic Letter (3 pages);** and
11. reference copy of this **Notary's Certificate of Service** (signed original on file)

by Certified Mail No. 7016 1370 0002 2233 1862 Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Total of 44 pages.

Nelson-Leon: Bruce

~~Nelson-Bruce~~ Nelson-Leon: Bruce (SEAL)

Notary Public:

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12-04-17

1605 Central Avenue
Summerville, South Carolina 29483

NOV 09 2016

Date:

12/4/17

My Commission Expires:

NOTARY PUBLIC SOUTH CAROLINA COLLINS

Exhibit-E

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BANK OF AMERICA, N.A.
Attn: Brian T. Moynihan (CEO)
P.O. Box 942019
Simi Valley, CA 93094-2019

9590 9402 1633 6053 9057 57

2. Article Number *(Transfer from service label)*

7016 1370 0002 2233 1855

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rogers Townsend & Thomas, PC
(Representative for BANK OF AMERICA, N.A.)
Attn: Andrew W. Montgomery
C/O Default Services Department
P.O. Box 100200
Columbia, SC 29202

9590 9402 1633 6053 9057 64

2. Article Number *(Transfer from service label)*

7016 1370 0002 2233 1862

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Exhibit-F

BLANK ROME LLP
COUNSELORS AT LAW

Phone: 215-569-5668
Fax: 215-832-5668
Email: TCialino@BlankRome.com

August 27, 2015

FILED - RECORDED
2017 SEP 13 AM 10: 32
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Nelson L. Bruce
144 Pavilion Street
Summerville, SC 29483

Re: Borrower(s): Nelson L. Bruce (the "Borrower")
Property Address: 144 Pavilion Street, Summerville, SC 29483
Loan Number ending in: 5786 (the "Loan")

Dear Mr. Bruce:

This firm represents Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP ("Bank of America"), for the sole purpose of responding to your correspondence dated July 9, 2015 and August 18, 2015 in addition to the July 28, 2015 complaint that you filed with the Consumer Financial Protection Bureau (collectively, the "Letter"). Bank of America has reviewed the Letter and is writing in response to the inquiries and/or allegations contained in the Letter that contain a Notice of Error under 12 C.F.R. §1024.35, an Information Request under 12 C.F.R. §1024.36, or which otherwise require a response under state or federal law. The results of this review are set forth below and in the documents enclosed herewith.

The Letter makes certain vague and conclusory allegations relating to the Loan; however, Bank of America has reviewed the Letter and is unable to ascertain any specific error alleged by the Borrower. As you may be aware, 12 C.F.R. §1024.35 does not require a servicer to respond to overbroad allegations that do not allow the servicer to reasonably determine the specific error(s) alleged. Therefore, it is Bank of America's position that the Letter does not contain a Notice of Error under 12 C.F.R. §1024.35.

The Letter also makes numerous requests for information and documentation relating to the Loan. As you may be aware, under 12 C.F.R. §1024.36, a servicer is not required to respond to requests for information that are unduly burdensome, nor is a servicer required to address overbroad requests that seek an unreasonable volume of documents or information. A servicer is also not required to respond to requests for information irrelevant to a borrower's loan or to requests that seek confidential, privileged, or proprietary information. In addition, a servicer is not required to provide a Borrower with information or documentation that is not in the servicer's control or possession or that cannot be retrieved in the ordinary course of business through reasonable efforts. It is Bank of America's position that a number of the Letter's requests fit within one or more of these exceptions under 12 C.F.R. §1024.36. Subject to the foregoing exceptions and limitations, Bank of America has reviewed the Loan file, and its

Exhibit - F

response to the Letter's information requests are contained below and in the documents enclosed herewith.

With respect to your demand for the original note, we cannot provide you with the original mortgage note as it needs to be retained, since it documents your obligation to make payments on your mortgage. In lieu of providing or allowing inspection of the original copy of the note, we have enclosed herewith a copy of the Note.

Enclosed are copies of the following Loan documents:

a) Uniform Residential Loan Application;
b) Appraisal Report;
c) Assignment of Mortgage;
d) Mortgage;
e) Planned Unit Development Rider;
f) Note;
g) Good Faith Estimate(s);
h) Truth in Lending Disclosure Statement(s); and
i) HUD-1 Settlement Statement.

Enclosed is a Payment History that provides a detailed outline of transactions for the Loan during Bank of America's servicing. Please note that this history provides pertinent information on payments received, tax and insurance payments disbursed, funds in the suspense/unapplied funds balance, and late charges assessed and paid. The Payment History is designed to be user-friendly, and there are no codes or terms used in the Payment History that require specific definitions.

Please see the enclosed Payment History for information regarding late charges. Late charges are reported as interest paid effective with the 2008 tax year. Prior to the 2008 tax year, there was no interest paid or reported to the IRS relating to late charges assessed and paid to this account.

Per the terms and conditions of the aforementioned documents, forced placed insurance, also known as lender secured insurance, can be secured by the lender if notification is received via property inspections that indicates the property as being vacant during the delinquency of the loan. Lender secured insurance can also be placed if a borrower does not provide the lender with his preferred insurance information in a timely manner.

As of the date of this correspondence, no lender secured insurance has been purchased in connection with the Loan.

To the extent the Letter can be construed as a request for verification of the debt related to the Loan, please be advised that the debt is evidenced by a Note dated March 30, 2009, in the principal amount of $161,385.00, executed by the Borrower, in favor of Countrywide Bank,

FSB, a copy of which is enclosed. The Loan is secured by a Mortgage dated the same date, a copy of which is enclosed. Please refer to the enclosed documents for additional information.

Pursuant to 15 U.S.C. §1641(f)(2), the current owner of the note is the Government National Mortgage Association, which has an address of 451 Seventh Street SW, Washington, DC 20410, and which has a telephone number of (202) 708-2884. Bank of America is the servicer of the Loan.

Enclosed is a payoff demand statement, which shows all amounts needed to pay off the Loan.

It is Bank of America's position that no further response to the Letter is required. The remaining requests and/or allegations contained in the Letter do not require a substantive response under 12 C.F.R. §§1024.35-1024.36 (and/or the exceptions articulated therein), seek documentation or information beyond that which is available through a request for verification of debt made under 15 U.S.C. §1692g, or do not otherwise require a response under state or federal law.

The Letter also purports to require Bank of America to respond to each of the Letter's inquiries or waive certain of its rights, and further concludes, without any factual or legal support, that a failure to respond will confer certain rights upon the Borrower and/or compel Bank of America to pay damages to the Borrower. Please be advised that Bank of America is under no obligation to respond to the Letter in the manner demanded by Borrower, and Bank of America expressly rejects any claim, conclusion, or inference that it has somehow limited or waived any rights or remedies it may now or hereafter have, whether arising under the Loan documents, at law or in equity, as the result of its response, or lack thereof, to all or any portion of the Letter, all of which rights and remedies are expressly reserved. Bank of America also expressly rejects any claim, conclusion, or inference that any failure by Bank of America to respond to all or any portion of the Letter will cause any right, power or authority to be granted or bestowed upon, or otherwise inure to, the Borrower or any agent of the Borrower. Notwithstanding any failure by Bank of America to respond to all or any portion of the Letter, the Loan documents shall remain enforceable as written and the respective rights and obligations of the parties shall remain unaffected.

Questions or concerns regarding the contents of this letter should be submitted to Bank of America in writing at P.O. Box 942019, Simi Valley, CA 93094-2019. If you have other questions or concerns regarding the Loan, including those pertaining to a Loan modification, please contact Bank of America Customer Advocate Brenda Castellanos at (877) 471-4367, extension 436487.

Exhibit-F

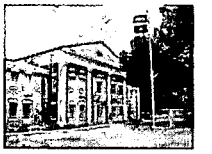
In providing the above response, Bank of America is not limiting or waiving any rights or remedies it may now have or hereafter have, whether arising under the Loan documents, at law or in equity, all of which rights and remedies are expressly reserved.

Sincerely,

Thomas P. Cialino

Enclosures

Dorchester County
First Judicial Circuit
Public Index



Dorchester County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

[redacted]

Wilmington Savings Fund Society FSB , plaintiff, et al VS Nelson L Bruce , defendant, et al

Case Number:	2016CP1801678	**Court Agency:**	Common Pleas	**Filed Date:**	08/19/2017
Case Type:	Common Pleas	**Case Sub Type:**	Foreclosure 420	**File Type:**	Non-Jury
Status:	Appeal	**Assigned Judge:**	Chellis, James E.		
Disposition:		**Disposition Date:**		**Disposition Judge:**	
Original Source Doc:		**Original Case #:**		**Restore Reason:**	Reopened Case
Judgment Number:		**Court Roster:**			

Case Parties **Judgments** **Tax Map Information** **Associated Cases** **Actions** **Financials**

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Bruce, Nelson L	Amended/Notice of Appeal	Filing		08/27/2020-08:36		
Bruce, Nelson L	Notice of Appeal	Filing		07/21/2020-10:18		
Bruce, Nelson L	Appeal/Notice of Appeal to Court of Appeals	Action		07/21/2020-09:42		
Bruce, Nelson L	Notice of Judicial Notice with exhibits	Filing		07/20/2020-11:56		
Bruce, Nelson L	Order/Referred to Master or Special Referee (no image)	Order		07/08/2020-10:09	07/08/2020-10:09	
Bruce, Nelson L	Form 4/Denying Motion to Reconsider/Refer to MIE	Order		07/08/2020-10:09	07/08/2020-10:09	
Bruce, Nelson L	NEF(06-08-2020 01:37:01 PM) Order/Electronic Form 4	Filing		06/08/2020-13:37		
Bruce, Nelson L	Form 4 Order/Remand to Circuit	Order		06/08/2020-13:37	06/08/2020-13:37	
Bruce, Nelson L	Motion/Reconsider 4/22/2020 Order	Motion		05/20/2020-16:44	07/08/2020-16:44	
Bruce, Nelson L	NEF(05-01-2020 08:48:50 AM) Order/Electronic Form 4	Filing		05/01/2020-08:48		
Bruce, Nelson L	Form 4/Proof of Mailing	Order		05/01/2020-08:48		
Bruce, Nelson L	Reply To Plaintiffs Return	Filing		04/23/2020-11:08		
Wilmington Savings Fund Society FSB	NEF(04-22-2020 08:44:01 AM) Order/Referred to Master or ...	Filing		04/22/2020-08:44		
Wilmington Savings Fund Society FSB	Order from 3/12/20 Hrgs/Referral to MIE	Order		04/22/2020-08:44	04/22/2020-08:44	
Wilmington Savings Fund Society FSB	NEF(04-15-2020 11:19:34 AM) Notice/Other	Filing		04/15/2020-11:25		
Wilmington Savings Fund Society FSB	Return To Defendants Motion to Stay	Filing	182	04/15/2020-11:19		

Wilmington Savings Fund Society FSB	NEF(03-27-2020 10:00:44 AM) Order/Order Cover Sheet $25....	Filing		03/27/2020-10:19		
Wilmington Savings Fund Society FSB	Order/Order Cover Sheet $25.00	Filing		03/27/2020-10:00		
Bruce, Nelson L	Motion/Stay Pending Arb Award (Filing Fees Contested)	Motion		03/26/2020-14:39	04/22/2020-14:39	
Bruce, Nelson L	Response to Plaintiffs Certificate of Exemption Adm Order	Filing		03/26/2020-14:34		
Wilmington Savings Fund Society FSB	NEF(03-13-2020 11:14:45 AM) Certificate/Certificate	Filing		03/13/2020-11:43		
Wilmington Savings Fund Society FSB	Certificate/Certificate of Mailing	Filing		03/13/2020-11:14		
Wilmington Savings Fund Society FSB	NEF(03-11-2020 01:28:54 PM) Affidavit/Default	Filing		03/11/2020-15:11		
Wilmington Savings Fund Society FSB	NEF(03-11-2020 01:18:32 PM) Certificate/Certificate of E...	Filing		03/11/2020-13:28		
Wilmington Savings Fund Society FSB	Affidavit/Default/Amended Certificate of Default	Filing		03/11/2020-13:28		
Wilmington Savings Fund Society FSB	Certificate/Certificate of Exemption from Admin Order	Filing		03/11/2020-13:18		
Wilmington Savings Fund Society FSB	NEF(03-11-2020 11:48:38 AM) Affidavit/Default	Filing		03/11/2020-12:13		
Wilmington Savings Fund Society FSB	Affidavit/Default (Certificate of Default)	Filing		03/11/2020-11:48		
Bruce, Nelson L	(8) 3/12/2020_MOTION_Roster /Notice of Case Roster Publicatio	Filing		03/04/2020-09:34		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action	183	03/04/2020-09:26		

Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
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Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		03/04/2020-09:26		
Wilmington Savings Fund Society FSB	NEF(03-02-2020 12:37:18 PM) Notice/Notice of Hearing and...	Filing		03/02/2020-12:46		
Wilmington Savings Fund Society FSB	Notice/Notice of Hearing and Service	Filing		03/02/2020-12:37		
Bruce, Nelson L	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Filing		02/28/2020-12:37		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/28/2020-12:31		
Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/28/2020-12:31		
Bruce, Nelson L	Motion/Stay Proceedings (FILING FEE CONTESTED)	Motion		02/28/2020-12:29	03/12/2020-12:29	
Bruce, Nelson L	(7) 3/12/2020_MOTION_Roster /Notice of Case Roster Publicatio	Filing		02/13/2020-10:02		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Koehler, William S.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action	184	02/13/2020-09:46		

Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
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Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Easton, Tracey C.	3/12/2020_MOTION_Roster /Notice of Case Roster Publication Se	Action		02/13/2020-09:46		
Bruce, Nelson L	Remittitur From Court Of Appeals	Filing		01/30/2020-09:11		
Bruce, Nelson L	Amended/Notice of Appeal	Filing		08/05/2019-13:45		
Bruce, Nelson L	NEF(07-30-2019 02:11:15 PM) Order/Electronic Form 4	Filing		07/30/2019-14:11		
Bruce, Nelson L	Order/Service on Pro Se Defendant of 7/30/19 Order	Order		07/30/2019-14:11		
Bruce, Nelson L	NEF(07-30-2019 12:37:20 PM) Order/Electronic Form 4	Filing		07/30/2019-12:37		
Bruce, Nelson L	Order/Continuing Motions until Appeal is Decided	Order		07/30/2019-12:37	07/30/2019-12:37	
Wilmington Savings Fund Society FSB	NEF(07-19-2019 03:06:47 PM) Notice/Notice of Hearing and...	Filing		07/19/2019-15:17		
Bruce, Nelson L	Notice of Appeal	Filing		07/19/2019-15:15		
Wilmington Savings Fund Society FSB	Notice/Notice of Hearing and Service	Filing		07/19/2019-15:06		
Wilmington Savings Fund Society FSB	NEF(07-16-2019 11:24:37 AM) Order/Electronic Form 4	Filing		07/16/2019-11:24		
Wilmington Savings Fund Society FSB	Order/Electronic Form 4/Service on Pro Se Defendant	Order		07/16/2019-11:24		
Bruce, Nelson L	NEF(07-16-2019 11:15:15 AM) Letter/Letter	Filing		07/16/2019-11:15		
Bruce, Nelson L	Letter from Judge Goodstein re Motion Hearings	Filing		07/16/2019-11:15		
Bruce, Nelson L	(7) 7/30/2019_MOTION_Roster /Notice of Case Roster Publicatio	Filing		07/15/2019-10:21		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action	185	07/15/2019-09:54		

Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		07/15/2019-09:54		
Bruce, Nelson L	Amended Notice of Findings by Arbitrator/Cease & Desist	Filing		07/09/2019-12:02		
Bruce, Nelson L	Notice to the Court/Notice to Cease and Desist	Filing		07/03/2019-13:06		
Bruce, Nelson L	(7) 7/30/2019_MOTION_Roster /Notice of Case Roster Publicatio	Filing		06/14/2019-11:15		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
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Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Easton, Tracey C.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action	186	06/14/2019-10:24		

Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Koehler, William S.	7/30/2019_MOTION_Roster /Notice of Case Roster Publication Se	Action		06/14/2019-10:24		
Bruce, Nelson L	Response/Objections to Untimely Reply	Filing		06/13/2019-16:18		
Wilmington Savings Fund Society FSB	NEF(06-06-2019 03:54:31 PM) Response	Filing		06/06/2019-16:16		
Wilmington Savings Fund Society FSB	Opposition to Motion to Compel Arbitration	Filing		06/06/2019-15:54		
Wilmington Savings Fund Society FSB	Opposition to Motion for Default	Filing		06/06/2019-15:54		
Wilmington Savings Fund Society FSB	NEF(05-23-2019 12:41:56 PM) Filing/Other	Filing		05/23/2019-16:23		
Wilmington Savings Fund Society FSB	Mandate from 4th Circuit Court of Appeals	Filing		05/23/2019-12:41	05/23/2019-12:41	
Bruce, Nelson L	Declaration in Support of Presentment	Filing		04/10/2019-16:23		
Bruce, Nelson L	Service/Certificate Of Service For Proposed Order	Filing		04/10/2019-16:21		
Bruce, Nelson L	Motion/Compel Arbitration	Motion		03/29/2019-16:36	03/29/2019-16:36	
Bruce, Nelson L	Opposition to Plfs Motion to Dismiss/Mo of Ref	Filing		12/17/2018-15:09		
Bruce, Nelson L	Amended Notice/Removal to District Court	Filing		11/20/2018-14:25		
Wilmington Savings Fund Society FSB	NEF(11-15-2018 11:16:33 AM) Motion/Dismiss	Filing		11/15/2018-11:43		
Wilmington Savings Fund Society FSB	Motion/Dismiss and Order of Reference	Motion		11/15/2018-11:16	03/12/2020-11:16	
Wilmington Savings Fund Society FSB	Memo/Memo in Support	Filing		11/15/2018-11:16		
Wilmington Savings Fund Society FSB	NEF(10-16-2018 03:04:39 PM) Response	Filing		10/16/2018-15:53		
Wilmington Savings Fund Society FSB	Response/to Defs Second Motion to Dismiss	Filing		10/16/2018-15:04		
Wilmington Savings Fund Society FSB	Response to Motion to Vacate (9/15/17 Order)	Filing		10/16/2018-15:04		
Wilmington Savings Fund Society FSB	Response to Motion to Vacate (3/23/18 Order)	Filing		10/16/2018-15:04		
Wilmington Savings Fund Society FSB	Response to Motion for Temporary Restraining Order	Filing	187	10/16/2018-15:04		

Wilmington Savings Fund Society FSB	Service/Certificate Of Service	Filing		10/16/2018-15:04		
Bruce, Nelson L	Motion/TRO (FILING FEE CONTESTED)	Motion		08/24/2018-16:03	03/12/2020-16:03	
Bruce, Nelson L	Motion/Vacate 9/15/17 Order (FILING FEE CONTESTED)	Motion		08/23/2018-17:03	03/12/2020-17:03	
Bruce, Nelson L	Motion/Dismiss 9/25/17 Order (FILING FEE CONTESTED)	Motion		08/23/2018-17:02	03/12/2020-17:02	
Bruce, Nelson L	Motion/Vacate 3/23/18 Order (FILING FEE CONTESTED)	Motion		08/23/2018-17:01	03/12/2020-17:01	
Bruce, Nelson L	Motion/Dismiss (FILING FEE CONTESTED)	Motion		08/23/2018-17:00	03/12/2020-17:00	
Bruce, Nelson L	Amended Motion/Pre Trial Discovery	Motion		07/23/2018-17:05	03/12/2020-17:05	
Bruce, Nelson L	Motion/Pre Trial Discovery Jurisdiction	Motion		07/20/2018-17:02	07/20/2018-17:02	
Bruce, Nelson L	Notice of Removal to US District Court	Filing		05/23/2018-15:47		
Bruce, Nelson L	Order from US District Court	Order		05/23/2018-14:29	05/23/2018-14:29	
Bruce, Nelson L	Notice of Removal from 6/25/18 Roster	Filing		05/23/2018-10:58		
Bruce, Nelson L	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Filing		05/23/2018-10:57		
Easton, Tracey C.	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/23/2018-09:07		
Koehler, William S.	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/23/2018-09:07		
Murrell, Henry Guyton	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/23/2018-09:07		
Koehler, William S.	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/22/2018-14:20		
Murrell, Henry Guyton	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/22/2018-14:20		
Easton, Tracey C.	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/22/2018-14:20		
Bruce, Nelson L	Response/Objections to Plaintiff's Answer	Filing		03/27/2018-08:45		
Wilmington Savings Fund Society FSB	Order to Substitute Plaintiff	Filing		03/23/2018-09:30	03/23/2018-09:30	
Wilmington Savings Fund Society FSB	Reply/Reply to Answer and Counterclaim	Filing		03/01/2018-12:59		
Bruce, Nelson L	Remand from District Court	Order		02/26/2018-14:55	02/26/2018-14:55	
Bruce, Nelson L	Form 4 Order (on Motion for Entry of Default)	Order		11/15/2017-08:12	11/15/2017-08:12	
Wilmington Savings Fund Society FSB	Affidavit of Due & Diligent Search on Capital Return Investm	Filing		11/14/2017-11:54		
Wilmington Savings Fund Society FSB	"Clerk's error" Changed file type from non-jury to jury	Filing	188	10/27/2017-09:04		

Bruce, Nelson L	Motion/Entry of Default	Motion		10/26/2017-16:53	10/26/2017-16:53	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Capital Return Investments, LLC	Filing		10/24/2017-11:04	09/28/2017-11:04	
Wilmington Savings Fund Society FSB	Amended Affidavit of Non Service on Capital Return Investmen	Filing		10/13/2017-15:05	09/28/2017-15:05	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Capital Return Investments, LLC	Filing		10/05/2017-13:54	09/28/2017-13:54	
Wilmington Savings Fund Society FSB	Affidavit of Due Diligence on Charleston Area CDC	Filing		10/05/2017-13:54	09/28/2017-13:54	
Bruce, Nelson L	Notice/Removal to District Court	Filing		09/28/2017-15:38	09/28/2017-15:38	
Bruce, Nelson L	Amended Response and Countersuit	Filing		09/25/2017-11:36	09/28/2017-11:36	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Capital Return Investments, LLC	Filing		09/19/2017-14:14	09/28/2017-14:14	
Bruce, Nelson L	Order Denying/Motion to Dismiss for Lack of Standing	Order		09/18/2017-09:13	09/18/2017-09:13	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Charleston Area CDC	Filing		09/13/2017-15:56	09/28/2017-15:56	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Charleston Area CDC	Filing		09/13/2017-15:01	09/28/2017-15:01	
Wilmington Savings Fund Society FSB	Plfs Return to Defs Motion to Dismiss	Filing		09/13/2017-11:05	09/28/2017-11:05	
Bruce, Nelson L	Supporting Letter to Motion to Dismiss	Filing		09/13/2017-10:31	09/28/2017-09:39	
Bruce, Nelson L	Memorandum of Law in support of brief	Filing		09/13/2017-10:30	09/28/2017-09:16	
Bruce, Nelson L	Answer & Counterclaim	Filing		09/13/2017-10:29	09/28/2017-09:15	
Wilmington Savings Fund Society FSB	Notice/Notice of Hearing	Filing		09/05/2017-16:41	09/28/2017-16:41	
Wilmington Savings Fund Society FSB	Amended Summons	Filing		09/05/2017-15:50	09/28/2017-15:50	
Murrell, Henry Guyton	9/13/2017_MOTION_Roster /Notice of Case Roster Publication Se	Action		08/30/2017-10:52	09/28/2017-10:52	
Easton, Tracey C.	9/13/2017_MOTION_Roster /Notice of Case Roster Publication Se	Action		08/30/2017-10:52	09/28/2017-10:52	
Koehler, William S.	9/13/2017_MOTION_Roster /Notice of Case Roster Publication Se	Action		08/30/2017-10:52	09/28/2017-10:52	
Wilmington Savings Fund Society FSB	Certificate of Non Military Service	Filing		04/17/2017-16:20	09/28/2017-16:20	
Bruce, Nelson L	Motion to Dismiss for Lack of Standing/Exhibits A-D	Motion		04/03/2017-16:41	09/13/2017-16:41	
Wilmington Savings Fund Society FSB	Order/Substitution of Counsel	Motion		03/28/2017-12:50	03/28/2017-12:50	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Nelson L. Bruce	Filing		02/21/2017-14:09	09/28/2017-14:09	

Wilmington Savings Fund Society FSB	Affidavit of Non Service on Capital Return Investements, LLC	Filing		02/06/2017-15:21	09/28/2017-15:21	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Nelson L. Bruce	Filing		02/06/2017-15:20	09/28/2017-15:20	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Capital Return Investments, LLC	Filing		01/30/2017-15:22	09/28/2017-15:22	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Nelson L. Bruce	Filing		01/30/2017-15:21	09/28/2017-15:21	
Wilmington Savings Fund Society FSB	Order/Stay/FEMA	Motion		01/17/2017-14:56	01/17/2017-14:56	
Montgomery, Andrew William	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/22/2016-14:31	01/17/2017-14:31	
Murrell, Henry Guyton	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/22/2016-14:31	01/17/2017-14:31	
Easton, Tracey C.	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/22/2016-14:31	01/17/2017-14:31	
Easton, Tracey C.	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/12/2016-15:00	01/17/2017-15:00	
Murrell, Henry Guyton	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/12/2016-15:00	01/17/2017-15:00	
Montgomery, Andrew William	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/12/2016-15:00	01/17/2017-15:00	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Charleston Area CDC	Filing		10/27/2016-10:49	01/17/2017-10:49	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Capital Return Investments, LLC	Filing		10/14/2016-11:38	01/17/2017-11:38	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Nelson L. Bruce	Filing		10/14/2016-11:38	01/17/2017-11:38	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Charleston Area CDC	Filing		09/13/2016-11:31	01/17/2017-11:31	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Capital Return Investments, LLC	Filing		09/09/2016-14:22	01/17/2017-14:22	
Wilmington Savings Fund Society FSB	Affidavit of Non Service on Nelson L. Bruce	Filing		09/09/2016-14:22	01/17/2017-14:22	
South Carolina Housing Trust Fund	Answer	Filing		08/31/2016-16:29	01/17/2017-16:29	
SC Housing Corp	Answer	Filing		08/31/2016-16:01	01/17/2017-16:01	
Wilmington Savings Fund Society FSB	Affidavit Of Service on Reminisce HOA, Inc.	Filing		08/30/2016-14:14	01/17/2017-14:14	
Wilmington Savings Fund Society FSB	Affidavit of Non Service Capital Return Investments, LLC	Filing		08/26/2016-15:30	01/17/2017-15:30	
Wilmington Savings Fund Society FSB	Affidavit Of Service on SC Housing Trust Fund	Filing	190	08/24/2016-16:25	01/17/2017-16:25	

Wilmington Savings Fund Society FSB	Affidavit Of Service on SC Housing Corp.	Filing		08/24/2016-09:23	01/17/2017-09:23	
Wilmington Savings Fund Society FSB	Notice of Foreclosure Intervention	Filing		08/22/2016-10:19	01/17/2017-10:19	
Wilmington Savings Fund Society FSB	Lis Pendens Filed	Filing		08/19/2016-12:27	01/17/2017-12:27	
Wilmington Savings Fund Society FSB	Summons & Complaint	Filing		08/19/2016-12:19	01/17/2017-12:19	

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STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

IN THE COURT OF COMMON PLEAS

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

FILED - RECORD
2016 MAR -1 PM 12:41
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Bank of America, N.A.
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

PLAINTIFF'S REPLY TO DEFENDANT'S ANSWER AND COUNTERCLAIM

The Plaintiff Bank of America, N.A. (hereinafter "Plaintiff"), replies to the "Response and Countersuit, Jury Trial Demand, Monetary Damages Demand, Libel, Slander and Constructive Fraud, Non-Limited Jurisdiction, Injunction Demand, VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT CLAIM, Violation of Debt Demand, Violation of TILA" (hereinafter "Defendant's Answer") of Defendant Nelson L. Bruce, as follows:

FOR A FIRST DEFENSE TO THE COUNTERCLAIMS

(General Denial)

1. Each allegation of the Complaint not specifically admitted or qualified is denied.
2. In response to the allegations of Paragraph One (1) of Defendant's Answer, Plaintiff admits so much of the paragraph as alleges Nelson L Bruce is of the age of majority. In response to the remainder of the paragraph, Plaintiff is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein, and therefore those allegations are denied.
3. In response to the allegations of Paragraph Two (2) of Defendant's Answer, Plaintiff admits so much of the paragraph as alleges a lawsuit has been filed. In response to the

remainder of the paragraph, Plaintiff is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein, and therefore those allegations are denied.

4. In response to the allegations of Paragraph Three (3) of Defendant's Answer, Plaintiff is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein, and therefore those allegations are denied.
5. In response to the allegations of Paragraph Four (4) of Defendant's Answer, Plaintiff is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein, and therefore those allegations are denied.
6. The allegations of Paragraph Five (5) are denied.
7. In response to first portion of Paragraph Six (6) of Defendant's Answer, Plaintiff is without sufficient information to form a belief as to the truth or falsity of the allegations contained therein, and therefore those allegations are denied.
8. In response to Paragraph Six, Subparagraph One (6.1.), Plaintiff asserts that the portion of the paragraph responding to Plaintiff's allegations requires no response. The remainder of the paragraph is denied.
9. Paragraph Six, Subparagraph Two (6.2.) is responsive to the allegations of Plaintiff's complaint and requires no response. To the extent the paragraph is deemed to contain allegations beyond replying to Plaintiff's complaint, it is denied.
10. In response to Paragraph Six, Subparagraph Three (6.3.), Plaintiff asserts that the portion of the paragraph responding to Plaintiff's allegations requires no response. The remainder of the paragraph is denied.

11. Paragraph Six, Subparagraph Four (6.4.) is responsive to the allegations of Plaintiff's complaint and requires no response. To the extent the paragraph is deemed to contain allegations beyond replying to Plaintiff's complaint, it is denied.

12. Paragraph Six, Subparagraphs Five and Six (6.5. and 6.6.) are responsive to the allegations of Plaintiff's complaint and require no response. To the extent the paragraphs are deemed to contain allegations beyond replying to Plaintiff's complaint, they are denied.

13. In response to Paragraph Six, Subparagraph Seven (6.7.), Plaintiff asserts that the portion of the paragraph responding to Plaintiff's allegations requires no response. The remainder of the paragraph is denied.

14. Paragraph Six, Subparagraph Eight (6.8.) is responsive to the allegations of Plaintiff's complaint and requires no response. To the extent the paragraph is deemed to contain allegations beyond replying to Plaintiff's complaint, it is denied.

15. In response to Paragraph Six, Subparagraph Nine (6.9.), Plaintiff asserts that the portion of the paragraph responding to Plaintiff's allegations requires no response. The remainder of the paragraph is denied.

16. In response to Paragraph Six, Subparagraph Ten (6.10.), Plaintiff asserts that the portion of the paragraph responding to Plaintiff's allegations requires no response. The remainder of the paragraph is denied.

17. Paragraph Six, Subparagraphs Eleven, Twelve and Thirteen (6.11., 6.12 and 6.13.) are responsive to the allegations of Plaintiff's complaint and require no response. To the extent the paragraphs are deemed to contain allegations beyond replying to Plaintiff's complaint, they are denied.

18. In response to Paragraph Six, Subparagraph Fourteen (6.14.), Plaintiff asserts that the portion of the paragraph responding to Plaintiff's allegations requires no response. The remainder of the paragraph is denied.

19. Paragraph Six, Subparagraphs Fifteen and Sixteen (6.15. and 6.16.) are responsive to the allegations of Plaintiff's complaint and require no response. To the extent the paragraphs are deemed to contain allegations beyond replying to Plaintiff's complaint, they are denied.

20. Paragraph Seven (7) of the Defendant's Answer is denied.

21. Plaintiff admits so much of Paragraph Eight (8) as alleges it has locations at the physical addresses named; the remainder of the paragraph is denied.

22. Plaintiff admits so much of Paragraph Nine (9) as alleges Carrington Mortgage Services is the current servicer of the loan, and Plaintiff admits that the Mortgage has been assigned to Wilmington Savings Fund Society, FSB as trustee of Stanwich Mortgage Loan Trust; the remainder of the paragraph is denied.

23. Paragraph Ten (10) of the Defendant's Answer is denied.

24. Plaintiff admits so much of Paragraph Eleven (11) as alleges Defendant has demanded a debt validation, but Plaintiff denies the remainder of the paragraph, specifically any allegations of wrongdoing on the part of Plaintiff.

25. Paragraphs Twelve (12) through Fifteen (15) are denied.

26. Plaintiff admits so much of Paragraph Sixteen (16) as alleges Plaintiff Bank of America filed a foreclosure action on August 19, 2016. To the extent the paragraph alleges or is attempting to allege something different, it is denied.

27. Paragraphs Seventeen (17) through Twenty-Six (26) are denied.

28. Paragraphs Twenty-Seven (27) and Twenty-Eight (28) are admitted.

29. Paragraphs Twenty-Nine (29) through Thirty-One (31) are denied.

30. Plaintiff is without sufficient information to form a belief as to the allegations of Paragraph Thirty-Two (32), and therefore that paragraph is denied.

31. Paragraphs Thirty-Three (33) through Forty (40) are denied.

32. Plaintiff is without sufficient information to form a belief as to the allegations of Paragraph Forty-one (41), and therefore that paragraph is denied.

33. Paragraph Forty-Two (42) is denied.

34. Plaintiff is without sufficient information to form a belief as to the allegations of Paragraphs Forty-three (43) through Forty-six (46), and therefore those paragraphs are denied.

35. Paragraph Forty-Seven (47) is denied.

36. Plaintiff is without sufficient information to form a belief as to the allegations of Paragraphs Forty-Eight (48), Forty-Nine (49), Fifty (50) and the second paragraph enumerated Fifty (50), and therefore those paragraphs are denied.

FOR A SECOND DEFENSE TO THE COUNTERCLAIMS

(Failure to State a Cause of Action)

37. Plaintiff reiterates and re-alleges the allegations set forth above.

38. The Counterclaims fail to state facts sufficient to constitute a cause of action against Plaintiff and should be dismissed.

39. Further by pleading this 12(b)(6) dismissal in its Reply, the Plaintiff does not waive any right to have the Court hear a motion to dismiss. The dismissal herein is included for notice purposes and preserve Plaintiff's rights to move for dismissal at any time hereafter and up until trial.

FOR A THIRD DEFENSE TO THE COUNTERCLAIMS

(Waiver)

40. Plaintiff reiterates and re-alleges the allegations set forth above.

41. The Defendant's claims are barred in whole or in part by the doctrine of waiver based on Defendants' failure to comply with the terms of the Note, Mortgage and any pertinent agreements pertaining to the mortgage loan at issue, Including but not limited to Defendant's failure to make timely payments.

FOR A FOURTH DEFENSE TO THE COUNTERCLAIMS

(Statute of Limitations)

42. Plaintiff reiterates and re-alleges the allegations set forth above.

43. Defendant's claims are barred in whole or in part by the pertinent statutes of limitations.

FOR A FIFTH DEFENSE TO THE COUNTERCLAIMS

(Laches)

44. Plaintiff reiterates and re-alleges the allegations set forth above.

45. Defendant's claims are barred in whole or in part by the doctrine of laches.

FOR A SIXTH DEFENSE TO THE COUNTERCLAIMS

(Unclean Hands)

46. Plaintiff reiterates and re-alleges the allegations set forth above.

47. Defendant's claims are barred in whole or in part by the doctrine of unclean hands.

FOR A SEVENTH DEFENSE TO THE COUNTERCLAIMS

(Release)

48. Plaintiff reiterates and re-alleges the allegations set forth above.

49. Defendant's claims are barred in whole or in part by the doctrine of release.

FOR AN EIGHTH DEFENSE TO THE COUNTERCLAIMS

(Estoppel)

50. Plaintiff reiterates and re-alleges the allegations set forth above.

51. Defendant's claims are barred in whole or in part by the doctrine of estoppel based on Defendant's failure to comply with the terms of the Note, Mortgage and any pertinent agreements pertaining to the mortgage loan at issue, including but not limited to Defendants' failure to make timely payments.

FOR A NINTH DEFENSE TO THE COUNTERCLAIMS

(Statute of Frauds)

52. Plaintiff reiterates and re-alleges the allegations set forth above.

53. Defendant's claims are barred in whole or in part by the statute of frauds.

FOR A TENTH DEFENSE TO THE COUNTERCLAIMS

(Conformance with Law)

54. Plaintiff reiterates and re-alleges the allegations set forth above.

55. At all times relevant to this action, the loan obligations were administered in conformity with applicable laws and regulations.

FOR A ELEVENTH DEFENSE TO THE COUNTERCLAIMS

(Comparative Negligence)

56. Plaintiff reiterates and re-alleges the allegations set forth above.

57. Defendant's claims are barred in whole or in part by the doctrine of comparative negligence.

FOR A TWELFTH DEFENSE TO THE COUNTERCLAIMS

(Lack of Damages)

58. Plaintiff reiterates and re-alleges the allegations set forth above.

59. Defendant has suffered no damages resulting from the alleged conduct of Plaintiff.

FOR A THIRTEENTH DEFENSE TO THE COUNTERCLAIMS

(Excessive Damages)

60. Plaintiff reiterates and re-alleges the allegations set forth above.

61. Defendant's claims are barred because the treble and/or exemplary damages sought are unconstitutionally excessive and grossly disproportionate to any actually damages that were alleged to have been sustained.

FOR A FOURTEENTH DEFENSE TO THE COUNTERCLAIMS

(Failure to Mitigate Damages)

62. Plaintiff reiterates and re-alleges the allegations set forth above.

63. Defendant has failed to mitigate his alleged damages, and therefore his claims against Plaintiff should be reduced, if not completely, barred, accordingly.

FOR A FIFTEENTH DEFENSE TO THE COUNTERCLAIMS

(Set-Off/Offset/Recoupment)

64. Plaintiff reiterates and re-alleges the allegations set forth above.

65. If Plaintiff is found to be liable to Defendant then any damages should be reduced by the doctrines of set-off, offset or recoupment.

RESERVATION OF DEFENSES

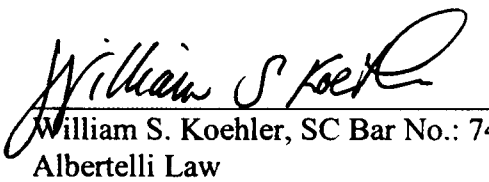
66. Plaintiff reserves the right to amend and supplement its defenses to include any applicable defenses of which it is not presently aware.

WHEREFORE, having set forth its Reply to the Answer and Counterclaim, Plaintiff prays that this Honorable Court inquire into the matters at issue and:

1. Dismiss the Counterclaim;

2. Grant Plaintiff judgment on it Complaint; and

3. For such other and further relief as the Court may deem just and proper.



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Columbia, SC 29201
Phone: (803) 828-0880
Fax: (803) 828-0881

Date: 2/27/18
Columbia, South Carolina

EXHIBIT

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

RECEIVED CLERK'S OFFICE
2018 FEB 25 1 A 8:24

Bank of America, N.A., Plaintiff, v. Nelson L. Bruce; South Carolina Housing Trust Fund; Charleston Area CDC; SC Housing Corp.; Capital Return Investments, LLC; Reminisce Homeowners Association, Inc., Defendants.	Case No. 2:17-cv-02601-DCN-MGB DISTRICT OF SOUTH CAROLINA CHARLESTON, SC **ORDER AND OPINION**

FILED - RECORDED
2018 MAR -1 PM 12:41
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

I. Background

This matter is before the Court on the Report and Recommendation ("R. & R.") of the Magistrate Judge (Dkt. No. 14) recommending that the Court grant Plaintiff Bank of America, N.A.'s ("BOA") Motion to Remand (Dkt. No. 8) and remand this action back to state court. The R. & R. alternatively recommends that the Court remand this action *sua sponte* for lack of subject matter jurisdiction. Defendant Nelson L. Bruce ("Bruce"), who proceeds *pro se*, filed objections to the R. & R. on February 2, 2018. (Dkt. No. 16.) For the reasons set forth below, the Court adopts the R. & R. as the Order of the Court. BOA's Motion to Remand (Dkt. No. 8) is granted, and this action is remanded to state court.

II. Facts

This case is a state foreclosure action of a mortgage on real property in Dorchester County, South Carolina. (Dkt. No. 1-1 ¶ 1.)

III. Legal Standards

A. Magistrate Judge's Report and Recommendation

The Magistrate Judge makes only a recommendation to this Court. The recommendation has no presumptive weight, and the responsibility for making a final determination remains with this Court. *See Mathews v. Weber*, 423 U.S. 261, 270–71 (1976). The Court is charged with making a *de novo* determination of those portions of the R. & R. to which specific objection is made. 28 U.S.C. § 636(b)(1). Additionally, the Court may "accept, reject, or modify, in whole or in part, the findings or recommendations made by the magistrate judge." *Id.* In the absence of any specific objections to the R. & R., the Court "need not conduct a *de novo* review, but instead must only satisfy itself that there is no clear error on the face of the record in order to accept the recommendation." *See Diamond v. Colonial Life & Accident Ins. Co.*, 416 F.3d 310, 315 (4th Cir. 2005) (citation omitted).

B. Motion to Remand

Federal courts are courts of limited jurisdiction. *Strawn v. AT & T Mobility LLC*, 530 F.3d 293, 296 (4th Cir. 2008) (citation omitted). A defendant removing a case to federal court bears the burden of establishing that federal jurisdiction is proper. *Id.* (citations omitted). The existence of federal jurisdiction is determined at the time the defendant files his notice of removal. *See Pullman Co. v. Jenkins*, 305 U.S. 534, 537 (1939) (citations omitted). "On a motion to remand, the court must strictly construe the removal statute and resolve all doubts in favor of remanding the case to state court, indicative of the reluctance of federal courts to interfere with matters properly before a state court." *Gallagher v. Fed. Signal Corp.*, 524 F. Supp. 2d 724, 726 (D. Md. 2007) (citation omitted). If there is any doubt regarding the existence of federal jurisdiction, the case must be remanded. *Md. Stadium Auth. v. Ellerbe Becket Inc.*,

407 F.3d 255, 260 (4th Cir. 2005) (citing *Mulcahey v. Columbia Organic Chem. Co.*, 29 F.3d 148, 151 (4th Cir. 1994)).

IV. Discussion

In recommending remand, the R. & R. found that there is no basis for federal jurisdiction through diversity or federal question jurisdiction by noting that Bruce is precluded as a matter of law from asserting diversity jurisdiction because he is a citizen of South Carolina, the state in which the action was brought, examining the "well-pleaded complaint rule," and discounting Bruce's actual or anticipated defenses and counterclaims. (Dkt. No. 14 at 3–5.)

In his objections, Bruce, "does not object to the [R. & R.] overall but to certain statements" therein, contending that the Magistrate Judge erred by: (1) disregarding the applicable legal standard for federal question and federal jurisdiction; (2) ignoring the defenses and counterclaims involving the Constitution and laws of the United States; and (3) stating that Bruce fails to provide any authority to support his theory that federal question jurisdiction exists here because "all foreclosures involve federal laws[.]" (Dkt. No. 16 at 1, 8–9.) The Court reviews these objections under a *de novo* lens.

The removal statute, 28 U.S.C. § 1441, allows a state court defendant to remove a civil action to the federal district court "embracing the place where such action is pending" if the action could have originally been filed there. 28 U.S.C. § 1441(a). A district court has original jurisdiction of a civil action: (1) through diversity jurisdiction, "where the matter in controversy exceeds the sum or value of $75,000, exclusive of interests and costs, and is between citizens of different states[,]" 28 U.S.C. § 1332(a)(1); or (2) through federal question jurisdiction, where the action "aris[es] under the Constitution, laws, or treaties of the United States." 28 U.S.C. § 1331.

In the present case, Bruce removed the case on the grounds of federal question jurisdiction, asserting violations of his "civil and constitutional rights" and "certain issues within

the[] state court proceedings also giving independent rise to federal subject-matter jurisdiction[.]" (Dkt. No. 1 at 1.) As the R. & R. correctly notes, "[t]he presence or absence of federal-question jurisdiction is governed by the 'well-pleaded complaint rule,' which provides that federal jurisdiction exists only when a federal question is presented on the face of the plaintiff's properly pleaded complaint." *Caterpillar Inc. v. Williams*, 482 U.S. 386, 392 (1987) (citation omitted). This rule "makes the plaintiff the master of the claim; he or she may avoid federal jurisdiction by exclusive reliance on state law." *Id.* Accordingly, actual or anticipated defenses and counterclaims do not support federal jurisdiction. *Vaden v. Discover Bank*, 556 U.S. 49, 60 (2009).

Having reviewed the pleadings, R. & R., objections, and applicable law, the Court finds that the Magistrate Judge used the proper legal standard for federal question jurisdiction and properly ignored any actual or anticipated defenses and counterclaims. With respect to Bruce's contention that federal question exists because all foreclosures involve federal law, the R. & R. correctly notes that this is a state foreclosure action and the complaint is based solely on South Carolina state law. (*See* Dkt. No. 1-1 at 6–11.)

V. Conclusion

For the reasons set forth above, the Court adopts the R. & R. as the Order of the Court. BOA's Motion to Remand (Dkt. No. 8) is GRANTED, and this action is remanded to state court

AND IT IS SO ORDERED.

Richard Mark Gergel
United States District Court Judge

February 23, 2018
Charleston, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Bank of America NA

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

CERTIFICATE OF MAILING

2018 MAR -1 PM 12:41
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY
RECORDED

The undersigned says that he/she mailed copies of the Plaintiff's Reply by placing copies in the United States Mail, postage paid, to be mailed to the following parties at the following addresses this 26th day of February, 2018:

Nelson L. Bruce
1605 Central Avenue, Suite 6 #167
Summerville, SC 29483

Henry Guyton Murrell, Esq.
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Columbia, SC 29210

Aubrey E. Fox
Paralegal
Albertelli Law

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

Wilmington Savings Fund Society, FSB
~~Bank of America, N.A.~~, ect. al., parties known and unknown;

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).

Civil Action No.: 2016-CP-18-01678

FILED - RECORDED
2018 MAR 27 PM 4:55
CHERYL BRUNSON
CLERK OF COURT
DORCHESTER COUNTY

DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFF'S ANSWER/RESPONSE TO DEFENDANT'S COUNTERCLAIMS

COMES NOW Defendant Nelson L Bruce, for his Reply and Objections to the Plaintiff's Answer/response to Defendants' Counterclaim filed herein by the Plaintiff and their Attorney on March 1, 2018. Defendant replies to and/or objects as follows to the Plaintiffs' answers. This reply/response by Defendant are based upon information presently known to him. As the Defendant continues to develop its case through discovery and other means, he will supplement or amend these responses as appropriate and in accordance with SC Rule Civil Procedure Rule 26 and/or Fed. R. Civ. P. 26(e).

I. REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' ANSWERS/FIRST DEFENSE TO DEFENDANTS' COUNTERCLAIMS

1. Defendants' reply/respond to **Paragraph 1** of Plaintiffs' answer/response and hereby objects to their denial.

2. Defendant partially accepts **Paragraph 2** of the Plaintiffs' answer/response to **Defendants' Counterclaims** to the extent that they acknowledge that the Defendant is of the Age of Majority. Defendant objects to the answering Plaintiff's denial to Defendant being the beneficial owner of the trust being administered. There is sufficient elements of a trust being established that are being clothed in this case with the Plaintiff being the alleged true parties in interest which they are not and have not been and continue to not be brought forward by the Plaintiff's which is deceptive and deceitful and the individual trust investors maybe the true parties in interest with the authority to bring forth any alleged claims in the event they were actually damaged. Therefor the Defendant claims that the allegations are true and correct to the best of his knowledge and belief Evidenced by his counter claim in the form of an Affidavit.
3. Defendant partially accepts **Paragraph 3** of the Plaintiffs' answer/response to **Defendants' Counterclaims** to the extent that they admit to a lawsuit being filed. Defendant objects to the answering Plaintiff's denial of the remaining allegations and claims that there is no sufficient evidence filed on record that the Defendant has been properly served this is just hearsay therefore the allegations by the Defendant are true and correct to the best of his knowledge and belief.
4. Defendant objects to **Paragraph 4** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge and belief Evidenced by his counter claim in the form of an Affidavit.
5. Defendant objects to **Paragraph 5** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to

the best of his knowledge and belief Evidenced by his counter claim in the form of an Affidavit.

6. Defendant objects to **Paragraph 6** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge and belief Evidenced by his counter claim in the form of an Affidavit, the ongoing default by the Plaintiff and failure to rebut affidavits filed as evidence in this case, the lawsuits by the Attorney General and other states (See...**https://www.justice.gov/opa/pr/federal-government-and-state-attorneys-general-reach-25-billion-agreement-five-largest)**, also lawsuits by the comptroller of currency for which they have had to sign a consent order which they have violated (**See... https://www.occ.gov/news-issuances/news-releases/2015/nr-occ-2015-74.html)**, the SEC (See...https://www.sec.gov/news/press-release/2014-172), the United States Attorney as provided on HUD.gov in their Archives dated February 9, 2012 (See... https://archives.hud.gov/news/2012/pr12-026.cfm), along with countless other lawsuits against them for fraud and willful deceptive/deceitful acts. You can see how they have a clear background relating to fraudulent acts. Defendant incorporates all these links by reference in this case as evidence of continuous fraudulent acts by the Plaintiff.
7. Defendant objects to **Paragraph 7** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge and belief Evidenced by his counter claim in the form of an Affidavit.
8. Defendant objects to **Paragraph 8** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to

the best of his knowledge and belief Evidenced by his counter claim in the form of an Affidavit and all other exhibits filed in this case by Defendant herein to be referred to as Evidence and incorporated in this case by reference.

9. No response is needed to **Paragraph 9** of the Plaintiffs' answer/response to the extent a response/reply is needed, the Defendant hereby objects.

10. Defendant objects to **Paragraph 10** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge and belief Evidenced by his counter claim in the form of an Affidavit and all other exhibits filed in this case by Defendant as Evidence. Also because there is no such evidence filed on record in this case by the Plaintiff which verifies that they are the true parties in interest with the authority to bring a claim against the Defendant with a chain of title showing that they have been since the initiation of their complaint, and no such evidence has been filed which validates/verifies their alleged claims which they are required to have filed at the time of the initial filing of their complaint as required under SC Rule 9(i) of the South Carolina Rules of Civil Procedure because this alleged complaint involves an alleged mortgage account which the Judge in this case provided her "opinion" on in the Defendant's "Motion to Dismiss" hearing, which after further discovery by the Defendant, evidenced by the states own civil rule provided above turns out to be incorrect. Defendant believes the Judge erred in their decision to deny the dismissal of this case in regards to the Defendants' motion to dismiss. ***See...SCRCP 9(i) Verification of Account. In an action on an account the pleader shall attach a verified copy of the account to the pleading, or if the items of the account are set forth in the pleading, it must be verified.***

11. No response is needed to **Paragraph 11** of the Plaintiffs' answer/response to the extent a response/reply is needed, the Defendant hereby objects and claims that the allegations are true and correct to the best of his knowledge and belief.

12. No response is needed to **Paragraph 12** of the Plaintiffs' answer/response to the extent a response/reply is needed, the Defendant hereby objects and claims that the allegations are true and correct to the best of his knowledge and belief.

13. No response is needed to **Paragraph 13** of the Plaintiffs' answer/response to the extent a response/reply is needed, the Defendant hereby objects and claims that the allegations are true and correct to the best of his knowledge and belief.

14. Defendant objects to **Paragraph 14** of Plaintiffs' answer/response to Defendant's Counterclaims and the Defendant hereby corrects his answer to the Plaintiffs allegations provided in his counter claim/response, and claims after further review and investigation, the Defendant claims that "he is without sufficient knowledge or information to form a belief as to the truth of the allegations, and therefore denies them."

15. Defendant objects to **Paragraph 15** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge Evidenced by the Defendants' counter claim in the form of an Affidavit and all other exhibits and Affidavits/Default notices filed in this case by Defendant as Evidence for which the Plaintiff is required by law to properly respond to.

16. Defendant objects to **Paragraph 16** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge for the fact that there has been no such evidence or financials from the Plaintiff or their predecessors proving that an actual loan was physically given to

the Defendant by the Plaintiff or their predecessor as requested by the Defendant multiple times evidenced by the Defendants' Exhibits filed on record in this case.

17. No response is needed to **Paragraph 17** of the Plaintiffs' answer/response to the extent a response/reply is needed, the Defendant hereby objects and claims that the allegations are true and correct to the best of his knowledge and belief. Also the Plaintiff is claiming that the Defendant is in default but fails to state how the Defendant is in default. Defendant states that if he is in default because of an alleged payment, the Plaintiff has not validated this alleged debt nor have they verified that they have retained the alleged original note baring the Defendants wet ink signature and in the words of their representative evidenced by the copy of the correspondence for which the Plaintiff has been standing by in their correspondences Plaintiff dated August 27, 2015 (evidenced by exhibits filed on 9-13-2017) which they have stated "we would have to retain the original note which requires you (the Defendant) to make payments on this loan," meaning the Defendant is not required to make alleged payment to them on the alleged loan until the Plaintiff has provided sufficient evidence that they have retained the original note baring all wet ink signatures which they never provided proof of therefore the alleged loan could not be in default for any payment or lack of and the Plaintiff has "failed to state a claim for which relief can be granted and their claims should be dismissed with prejudice."
18. No response is needed to **Paragraph 18** of the Plaintiffs' answer/response to the extent a response/reply is needed, the Defendant hereby objects and claims that the allegations are true and correct to the best of his knowledge and belief.

19. No response is needed to **Paragraph 19** of the Plaintiffs' answer/response to the extent a response/reply is needed, the Defendant hereby objects and claims that the allegations are true and correct to the best of his knowledge and belief.

20. Defendant objects to **Paragraph 20** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge Evidenced by the Defendants' counter claim in the form of an Affidavit and all other exhibits and Affidavits/Default notices filed in this case by Defendant as Evidence.

21. Defendant partially accepts **Paragraph 21** of the Plaintiffs' answer/response to **Defendants' Counterclaims** to the extent that they admit to the physical location of the Plaintiff. To the extent of their denial, the Defendant hereby objects and states that the allegations are true and correct to the best of his knowledge.

22. Defendant partially accepts **Paragraph 22** of the Plaintiffs' answer/response to **Defendants' Counterclaims** to the extent that they admit to Carrington Mortgage Services being the alleged current servicers and Wilmington Savings Fund Society, FSB as trustee of Stanwich Mortgage Loan Trust without any sufficient evidence to support this fact besides an alleged invalid assignment which has no effect since the previous alleged assignment was "Robo signed" and could possibly be a fraudulent assignment and since there has been a documented separation of both the Note and the Mortgage Evidenced by the letter received from Blank Rome on behalf of Bank of America which is already filed on record in this case and labeled as an Exhibit. To the extent of the Plaintiffs' denial, the Defendant hereby objects and states that the allegations are true and correct Evidenced by Exhibits filed on record in this case.

23. Defendant objects to **Paragraph 23** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge Evidenced by the Defendants' counter claim in the form of an Affidavit and all other exhibits and Affidavits/Default notices filed in this case by Defendant as Evidence.

24. Defendant partially accepts **Paragraph 24** of the Plaintiffs' answer/response to Defendants' Counterclaims to the extent that they admit to the Defendant Demanding a Debt Validation which they have never validated and defaulted on. Defendant objects to any denials of wrongdoing by the Plaintiff.

25. Defendant objects to **Paragraph 25** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge Evidenced by the Defendants' counter claim in the form of an Affidavit and all other exhibits and Affidavits/Default notices filed in this case by Defendant as Evidence.

26. Defendant partially accepts **Paragraph 26** of the Plaintiffs' answer/response to Defendants' Counterclaims to the extent that they admit to the filing a foreclosure action. To the extent of their denial, the Defendant hereby objects and states that the allegations are true and correct to the best of his knowledge.

27. Defendant objects to **Paragraph 27** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge.

28. Defendant accepts **Paragraph 28** of the Plaintiffs' answer/response to Defendants' Counterclaims.

29. Defendant objects to **Paragraph 29** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge.

30. Defendant objects to **Paragraph 30** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge.

31. Defendant objects to **Paragraph 31** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge.

32. Defendant objects to **Paragraph 32** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge and makes the following correction, to state the following in regards to the **ACT OF JUNE 5 AND 6 1933**, not **1993** as provided in **Paragraph 41** of Defendants counterclaims. Defendants also adds that Congress has confirmed in 1993 by **Congressional Record March 17, 1993 P.H.1303** that the United States is in bankruptcy and that they are going through a reorganization plan and this has been the case since March 9, 1933. ***See Senate Report 93-549, July 24, 1973*** which states that, **"Since March 9, 1933, the United States has been in a state of declared national emergency (a banking holiday)**. All banking transactions are still suspended!!

33. Defendant objects to **Paragraph 33** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge.

34. Defendant objects to **Paragraph 34** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge.

35. Defendant objects to **Paragraph 35** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge.

36. Defendant objects to **Paragraph 36** of the Plaintiffs' answer/response to Defendants Counterclaims and the Defendant hereby claims that the allegations are true and correct to the best of his knowledge.

II. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' SECOND DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Failure to State a Cause of Action)

37. No response is needed to **Paragraph 37** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

38. Defendant objects to **Paragraph 38** of the Plaintiffs' defense and states that the court cannot dismiss this matter because there are genuine issues of disputed facts and/or material facts which preclude summary judgment as to rather or not there is an actual valid outstanding debt owed to the Plaintiff, there was and actual loan of lawful Money (something of value) and not some form of credit or credit by other depositors money loaned to Defendant, there was value and lawful consideration in this alleged loan transaction and what the actual consideration was, the Plaintiff has the right and/or authority bo bring forth a foreclosure action to foreclose, the Plaintiff was lawfully assigned the mortgage and the note by the previous servicer/creditor, the Plaintiff is the

true services, there was a failure to validate the debt by the Plaintiff, the alleged contract/agreement/security has been void by rescission and/or an ultra vires contract, there is a default for payments, the Plaintiff retained the original note baring all wet ink signatures and are the true holders in due course of the original note, there was a breach of contract/breach of agreement by the Defendant and/or the Plaintiff, the Plaintiff and/or the original alleged lender/creditor has already been paid from the Defendants tender of payment or from the original mortgage note baring all parties wet ink signature through trades or otherwise, there was a failure to disclose in the alleged transaction, there was a failure to disclose a change in terms of payment in the alleged contract, there was consumer harm and other forms of damages and/or monetary damages caused by Plaintiff for neglect and/or lack of performance and violations of law referenced and incorporated in Plaintiff's complaint and Memorandum of Law.

These are the Defendant's claims supported by his counterclaims in the form of an Affidavit for which he has attested in his filed answer/counterclaims and with the Plaintiff's documented default to Defendants' affidavit which the Defendant has an obligation to and is required to respond to by law now becoming Prima Facie Evidence in this Case, statements in fact by the Defendant for the Plaintiff's failure to respond and rebut the Plaintiffs' Affidavit(s) incorporated by reference in this case as an **Exhibit** already filed on the record. ***See ...United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982] "Indeed, no more than affidavits is necessary to make the prima facie case." See... Morris v National Cash Register, 44 S.W. 2d 433 at point #4 ...an uncontested allegations in affidavit must be accepted as true. An Affidavit if not contested in a timely manner***

is considered undisputed facts as a matter of law." Also because the Plaintiff and their Attorneys have filed no affidavits in support of their fact stating what they are claiming and filing is true and correct which makes their complaint an unverified complaint as required by SCRCP 9(i). ***See... STATE v. KNAPSTAD NO. 52173-5.*** For these reasons, the Defendant Objects to the Plaintiff's allegations and claims he has stated a Cause of Action and Plaintiff's motion to dismiss should be denied and the Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

39. No response is needed to **Paragraph 39** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

III. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' THIRD DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Waiver)

40. No response is needed to **Paragraph 40** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

41. Defendant objects to **Paragraph 41** of the Plaintiffs' defense and states that Defendant is not barred from seeking relief against Plaintiff due to any knowing, intentional or voluntary waiver of any rights or claims. On the contrary, Defendant has never knowingly, intentionally or voluntarily waived any rights at issue here. Waivers of fundamental Rights can never be presumed. Plaintiff has provided no such evidence of a failure to comply with any alleged terms of a note, mortgage and any pertinent agreements pertaining to an alleged mortgage loan at issue, nor have they provided evidence that they are the parties with the

authority to collect such alleged payment or proven that they are in possession of the Original Note baring the Defendants' wet ink signature which requires the Defendant to may any alleged payments to them evidenced by their own word stated in the correspondence from Blank Rome on behalf of Bank of America dated August 27, 2015 filed on the record as an Exhibit therefore there could be no failure to make timely payments if they are not in possession of the Original Security instrument that entitles the Plaintiff to receive such alleged payments from the Defendant therefore the Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

IV. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' FOURTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Statute of Limitations)

42. No response is needed to **Paragraph 42** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

43. Defendant objects to **Paragraph 43** of the Plaintiffs' defense and states that Defendant is not barred from seeking relief against Plaintiff due to any statute of limitation doctrine. Defendant also states that the "discovery rule" applies and that the statute doesn't begin to run until the plaintiff "discovers" the alleged violation, rather than from the date of occurrence of the activity that gives rise to the cause of action. ***See Skinner v. Midland Funding, LLC 2017 (Case No. 1:16-cv-04522)*** therefore the Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

V. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' FIFTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Laches)

44. No response is needed to **Paragraph 44** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

45. Defendant objects to **Paragraph 45** of the Plaintiffs' defense and states that Defendant is not barred from seeking relief against Plaintiff due to any equitable doctrine of laches. Defendant has not neglected or omitted to assert any of his Rights at issue here. On the contrary, Defendant has expressly reserved All Rights on the caption pages of all pleadings, motion, and or replies/responses. That reservation is sufficient therefore the Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

VI. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' SIXTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Unclean Hands)

46. No response is needed to **Paragraph 46** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

47. Defendant objects to **Paragraph 47** of the Plaintiffs' defense and states that Defendant is not barred from seeking relief against Plaintiff due to any equitable doctrine of unclean hands. Defendant categorically denies having unclean hands for any reasons in this case. On the contrary, Defendant has given the Plaintiff several opportunities to properly response and validate the alleged debt, to process the tendered payment, to stop calling and

harassing the Defendant for which they ignored and continued to harass the Defendant, continue to report invalid information to 3 party reporting agencies, failed to credit the Defendants account in regards to the alleged mortgage account, and continued to not validate the alleged debt nor respond or rebut any and all affidavits sent to the Plaintiff which they are required by law to respond to in regards to the alleged mortgage debt therefore the Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

VII. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' SEVENTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Release)

48. No response is needed to **Paragraph 48** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

49. Defendant objects to **Paragraph 49** of the Plaintiffs' defense and states that Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

VIII. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' EIGHTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Estoppel)

50. No response is needed to **Paragraph 50** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

51. Defendant objects to **Paragraph 51** of the Plaintiffs' defense and states that Plaintiff has provided no such evidence of a failure to comply with any alleged terms of a note,

mortgage and any pertinent agreements pertaining to an alleged mortgage loan at issue, nor have they provided evidence that they are the parties with the authority to collect such alleged payment or proven that they are in possession of the Original Note baring the Defendants' wet ink signature which requires the Defendant to may any alleged payments to them evidenced by their own word stated in the correspondence from them dated August 27, 2015 filed on the record as an Exhibit therefore there could be no failure to make timely payments if they are not in possession of the Original Security instrument that entitles the Plaintiff to receive such alleged payments from the Defendant therefore the Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

IX. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' NINTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Statute of Frauds)

52. No response is needed to **Paragraph 52** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

53. Defendant objects to **Paragraph 53** of the Plaintiffs' defense and Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

X. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' TENTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Conformance with Law)

54. No response is needed to **Paragraph 54** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

55. Defendant objects to **Paragraph 55** of the Plaintiffs' defense and Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

XI. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' ELEVENTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Comparative Negligence)

56. No response is needed to **Paragraph 56** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

57. Defendant objects to **Paragraph 57** of the Plaintiffs' defense and Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

XII. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' TWELFTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Lack of Damages)

58. No response is needed to **Paragraph 58** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

59. Defendant objects to **Paragraph 59** of the Plaintiffs' defense and Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense.

XIII. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' THIRTEENTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Excessive Damages)

60. No response is needed to **Paragraph 60** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

61. Defendant objects to **Paragraph 61** of the Plaintiffs' defense and Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense. Plaintiff will provide evidence of all damages including loss of investment opportunities because of the Plaintiff's negligence and failure to follow the law during discovery.

XIV. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' FOURTEENTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Failure to Mitigate Damages)

62. No response is needed to **Paragraph 62** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

63. Defendant objects to **Paragraph 63** of the Plaintiffs' defense and Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff fails to produce any facts in support of this defense. Defendant also states that he is still collectively obtaining pertinent evidence of the Plaintiff's deceptive acts of constructive fraud and that one does not have a duty to mitigate damages and since the Defendant is still continuously corresponding with other parties who may have been involved or are now currently involved in the deceptive acts started by the Plaintiff and

continuously being passed around to others without any sort of validation and verification that an actual lawful outstanding debt still exists and/or who the true parties in interest are and also who is the holder of the original note baring the Defendants wet ink signature since alleged altered versions are being sent to the Defendant as copies and no one is attesting to or certifying that they are authentic and since the Defendant only remembers signing 1 original Note, but receiving 3 different versions Defendant believe none of these parties are true holders of the original baring his wet ink signature and only in possession of "medial electronic copies," neither parties have the protection as a true holder with the authority to enforce such an alleged obligation as the law provides.

XV. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' FIFTEENTH DEFENSE TO DEFENDANTS' COUNTERCLAIMS

(Set-Off/Offset/Recoupment)

64. No response is needed to **Paragraph 64** of the Plaintiffs' defense to the extent a response/reply is needed, the Defendant hereby objects and denies the allegations.

65. Defendant objects to **Paragraph 65** of the Plaintiffs' defense and Defendant contends that Plaintiff's defense based upon this section should be stricken because Plaintiff should not be entitled to any set-off/Offset/Recoupment because they are in neglect of payment when they have already been tendered payment in good faith **(Presented to Bank of America on 8-25-2016 under Registered Mail # RA 648 968 537 US)** in the form of an "Promissory Note" (Negotiable Instrument/Bill of Exchange) which has a face value of $185,000 to either be deposited/redeemed/or financially traded on for

which they have accepted as of 8-25-2016 since the tendered payment was never returned for any defects as required by law when they receive any form of payment and the Plaintiff may have already deposited it/redeemed it/ or financially traded upon it and received the proceeds/credit from it which is the same form that was allegedly lent. The Plaintiff never credited the Defendants alleged mortgage account and til this day has never returned the tendered payment. The Plaintiff cannot claim that they only accept one form of payment when there is no agreement to pay in one specific form, and they cannot hold onto the original tender of payment and not return that original payment without specifically stating what was wrong or why they could not process it this will be a willful dishonor of payment and a discharge of the obligations as specified in **U.C.C.3-603(b)** governed by principles of law applicable to tender of payment. Also because this tender of payment instrument "note" was "take" and not returned which confirms acceptance, the obligation is suspended to the same extent the obligation would be discharged if an amount of money equal to the amount of the instrument were taken as specified in **U.C.C. 3-310(b)2** and the Defendant claims that this suspension is still in effect since there has been no return of the "original note" tendered for payment therefore all actions by the Plaintiff and anyone they have hired, assigned, and or allegedly sold some sort of interest to should all be held liable for their actions for not properly validating and verifying the alleged debt.

A copy of the payment tendered to the Plaintiff is being filed with this reply and labeled as Exhibit G and to be incorporated in this case by reference to be used as evidence of their receipt of payment on August 25, 2016. Also the Plaintiff, the previous and/or current alleged creditors has already received proceeds from the

trading of the Defendants' alleged mortgage note on the secondary market and have failed to inform the Defendant (The trust interest holder) of any and all the interests they have received from the trading of his alleged mortgage note and has failed to credit the account of the Defendant who has an interest in all proceed of the note. If there is a valid agreement, the agreement would only be for the amount allegedly loaned, not anything over that and the Defendant is entitle to any and all proceed received over the actual alleged loan amount and hereby claims recoupment of those proceeds.

XVI. DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFFS' RESERVATION OF DEFENSES

66. Defendant objects to **Paragraph 66**, Plaintiff reserves "any other matter constituting an avoidance or defense that may become known during the course of discovery" and, duplicatively, "any and all defense which may become known through the course of discovery," and "any and all defenses under applicable law." "An attempt to reserve affirmative defenses for a future date is not a proper defense in itself. Instead, if at some later date Plaintiffs' seek to add defenses, they must comply with Rule 15 of the SC Rules of Civil Procedure and/or Federal Rules of Civil Procedure." Solis v. Zenith Capital, LLC, No. C 08-4854 PJH, 2009 U.S. Dist. LEXIS 43350, at *19 (N.D. Cal. May 8, 2009) (citation omitted). In addition, Defendants cannot reserve unstated defenses because such reservations fail to give Defendants' fair notice. Thus, it is improper to reserve unstated defenses as defenses. If Plaintiff's discover additional defenses at some later date, the SC Rules of Civil Procedure and/or Federal Rules of Civil Procedure afford them the ability to plead them, as defenses, however, they must be stricken.

XVII. DEFENDANT'S REQUEST/DEMANT TO ALL ATTONEY'S/COUNSEL FOR THE PLAINTIFF

67. Each and every Attorney responding on behalf of the Plaintiff in this case, you are hereby demanded and notified that you must completely fill out, sign and file the "**ATTORNEY'S AFFIRMATION**," addressed directly to all Attorney's/Counsel upon your receipt of this Presentment, "Defendant's reply and objections to Plaintiff's answer to Defendants counterclaims herein to be incorporated by reference in this case and filed with this response as **Exhibit G** in regards to your standing and your responses put in on behalf of your client, the Plaintiff which are not verified and to be used as Evidence in this case.

XVIII. CONCLUSION

For the foregoing reasons, Defendant has provided sufficient evidence on record to support his factual allegations and Plaintiffs' defenses are not defenses, clearly lack merit, or some combination thereof. Any and all attorneys representing the Plaintiff shall completely fill out and sign the Attorneys Affirmation sheet demanded by the Defendant and file them in this case. Accordingly, Defendant respectfully request that those defenses, as well as those Defendant stipulated to strike, be stricken.

Respectfully submitted,

"Without Prejudice"

Nelson L. Bruce 3-24-2018

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

Exhibit G

FILED - RECORDED
2018 MAR 27 PM 4:56
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Detailed Schedule of Exhibits:

1. Tender of Payment Instrument (Note No.: NLB-PN008) (6 Pages including Acknowledgement Letter and Return Receipt);
2. Affidavit of Fact - Bill of Exchange - Refusal is Discharge (8 pages including notary certificate of service and Return Receipt);
3. Notice of Fault in Dishonor (Opportunity to Cure) in regards to the tender of Payment (4 pages including notary certificate of service and Return Receipt);
4. Notice of Default in Dishonor in regards to the tender of Payment (4 Pages including notary certificate of service and Return Receipt);
5. Attorney's Affidavit of Affirmation (1 Page);

24 pages total excluding this cover sheet

Promissory Note: NO.: NLB-PN008 **Reg. NO: RA 648 968 537 US**

Tender in the terms of the Negotiable instruments Act, 1881; Public Law 73-10, Chapter 48, 48 Stat 112; 12 U.S.C. 411; Securities Act § 2 (1), 3(a)(3); AND settlement in terms of Congressional Statues At Large, Title 62

This Promissory Note was Issued at:

Pavilion Street

South Carolina Republic uSA (Place)

Date: 17th August, 2016

AMOUNT: $185,000

AMOUNT: ONE HUNDRED EIGHTY-FIVE THOUSAND UNITED STATES DALLARS****USD**

This Certifies that

I, Nelson L Bruce, ID/Account Number i.e. D.L.# 011258514 / 202985786-5 Hereby promise to pay BANK OF AMERICA, N.A., (Holder) the full amount specified on this NOTE, for value received.

Terms & Conditions

The Payment will be made in monthly installments of $1,850 (ONE THOUSAND EIGHT HUNDRED FIFTY DOLLARS) per month, on the 17th (Seventeenth) day of every consecutive month starting September 17th, 2016, until the obligation has been fulfilled. The payment can be obtained from the ISSUER at c/o 144 Pavilion Street, Summerville, South Carolina Republic; near [29483]. I hereby give permission to the **HOLDER** and/or the **HOLDER IN DUE COURSE** of this Promissory Note, to use this NOTE in any way necessary as a negotiable instrument to be financially traded on; whereas such trade shall terminate the obligation herein.

_____, 2016 _____ Nelson L. Bruce

Date Medallion
Securities Signature
Transfer Stamp

Signature/Autograph
Nelson L Bruce, Sui Juris
American Citizen in Foreign State

"The Original NOTE is Signed in BLUE INK." [Original Creditor]

{ACKNOWLEDGEMENT}

South Carolina Republic
Dorchester County

The foregoing Promissory Note was acknowledged before me this 17th day of August 2016 by Nelson L Bruce who produced a Driver License as Identification.

WITNESS my hand and official seal:

Signature of Notary Public: Amanda Collins ***My commission expires*** Dec. 4th, 2017

Date: 17th August, 2016

SEAL

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

NOTE: The above noted Certifying NOTARY PUBLIC is not an attorney licensed to practice law in any State and has not given legal advise or accepted fees for legal advise; provided no assistance in the preparation of the above referenced documents, and has no interest in any issue referenced therein. The above noted Certified NOTARY PUBLIC is NOT a party to this action and is ONLY acting in an authorized capacity requested as a third party witness to CERTIFY the signatures indicated herein in accordance with Notary Protest that is a Law of the Sea and Maritime Admiralty law CONCERNING A SECURITIES INSTRUMENT, PROMISSORY NOTE. The Certifying NOTARY is and independent contractor and not a party to this claim. In fact the Certifying NOTARY is a Federal Witness Pursuant to TITLE 18, PART I, CHAPTER 73, SEC. 1512. Tampering with a witness, victim, or an informant. The Noted Certifying NOTARY also performs the functions of a Quasi-Postal Inspector under the Homeland Security Act by being compelled to report any violation of the U.S. Postal regulations as Officer of the Executive Department of the UNITED STATES Government. The Noted Certifying NOTARY is a State Officer of the Court, and a Deputy Secretary of State Appointed and Commissioned by the State Government with Representative Authority to issue Notary Protest Certificates of Default and Summary Judgment under the Administrative Procedure Act of 1946 and Notary Protest on negotiable instruments such as Promissory Notes, Stocks, and Bonds.

All postage paid for with lawful money per Title 12 USC 411 and P.L. 73-10, Chapter 48, 48 Stat. 112

"Without Prejudice" **U.S. Post Office Reg. Mail No.: RA 648 968 537 US**

From: Nelson L Bruce
In care of – 144 Pavilion Street
Summerville, South Carolina Republic; near [29483]

To: BANK OF AMERICA
Attn: CFO - Paul Donofrio / CEO – Brian T. Moynihan
c/o Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy, Suite 6020
Dallas InfoMart
Dallas, TX 75207

Date: August 17th 2016

Dear BANK OF AMERICA, N.A. (A.K.A BANK OF AMERICA) – Paul Donofrio (CFO) & Brian T. Moynihan (CEO) / Payoff Department,

Find enclosed payment and final settlement regarding Bill of Costs – **Account No./ i.e. D.L. No.#: 202985786-5 / 011258514.**

I require, after receipt of this lawful document (demand letter of acceptance) and transactions for settlements, after (7) Seven business days (if not heard back from) BANK OF AMERICA, N.A./Payoff Department of deposit in receipt of **Promissory Note No: NLB-PN008** from ISSUER, it will be assented, concurred, affirmed and agreed that promissory note has been acknowledged and accepted by BANK OF AMERICA, N.A./Payoff Department on this account herein and a letter for payoff be returned as satisfied. **NOTICE:** BANK OF AMERICA, N.A./Payoff Department, you may return all original documents intact that is being forwarded to you if you do not believe that my promissory note is valid, whatever being lawfully deficient I require that you send a certified letter as a bonafide true and correct by BANK OF AMERICA, N.A. signed in wet blue ink under penalties of perjury indicating specific defects for resolution, or we have an agreement if held in your possession within (7) seven days of receipt herein that will be self-authenticating that this account has been tendered and you agree that a notice for payoff will be issued As Soon As Possible (a.s.a.p.) to the man Nelson L Bruce at his Location above, has been satisfied and discharged herein.

Sincerely
In Fact and Truth,

Nelson L. Bruce Date: 8-17-2016
Nelson L Bruce (unlimited), U.C.C. 36: 3-306
(Non-Assumpsit)

ACKNOWLEDGMENT

South Carolina Republic
Dorchester County

The foregoing document was acknowledged before me this 17th day of August 2016 by Nelson L Bruce who produced a Driver License as Identification.

WITNESS my hand and official seal

Signature of Notary Public: Amanda Collins *Print Name:* Amanda Collins

My commission expires: Dec 4th, 2017 Date: 17th August, 2016

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12/04/17

Seal

This purchase payment being an acceptable specie of payment under the The Bills of Exchange Act (1882).

However, should you not accept this form of payment, then please return the Bank Note, along with a full written explanation of why your organization is exempt from the legislation as outlined above, or why the Commercial Instrument is unacceptable.

"**Obligations of the United States**", "**Legal Tender**", and "**United States Currency**" on the same par and category with Federal Reserve Notes, Notes; Cash, Checks, Bank Checks, Wire Transfers, Bank Transfers, Electronic Funds Transfer, Certified Checks, Treasurer's Check, Money Orders, Bank Deposits, U.S. Currency, and other currency.

If you do return the Bank Note, but without a legitimate written explanation, as to why your organization is exempt from the legislation outlined above or why the Commercial Instrument is unacceptable; then we are in disagreement.

If you do not understand this, please take legal advice.

Bank of America

Home Loans

Payoff Department, Mail Stop NC4-105-01-40
4161 Piedmont Pkwy
Greensboro, NC 27410-8110

AB 0629 001 000 02244 #B01 SP 0.399
NELSON L BRUCE
144 PAVILION ST
SUMMERVILLE, SC 29483

PAYOFF STATEMENT

Good Through Date and/or Proposed Closing Date
July 22, 2016

Statement Date
June 24, 2016

Bank of America, N.A.
Loan No.: 202985786-5
FHA Case#:SC4614373516703

Name & Property Address:
Nelson L Bruce
144 Pavilion Street
Summerville, SC 29483

Escrow # X

(FHA)

PAYOFF CALCULATION

Principal Balance as of 07/01/2015	$170,312.65
Interest from 07/01/2015 to 07/31/2016	7,149.61
Mortgage Insurance Premium	113.98
Escrow Balance Due	1,366.45
Total Amount Required to Release Lien (As of July 22, 2016)	**$178,942.69**

Amended Payoff Statements are sent automatically if the total amount due increases before JULY 22, 2016.

PAYOFF INSTRUCTIONS

Payoff funds must be made payable to **Bank of America, N.A.** and will be accepted by **wire or certified funds only**. They **must reference the Bank of America, N.A. loan number, property address** and **borrower's name** in the Originator Beneficiary Information (OBI) field of the wire transfer or on the face of the check and must be sent per the instructions below. Failure to do so may cause delays resulting in additional interest due or the return of the funds to the remitter. Certified Funds received after 2:00 p.m. Central Time may be posted the following business day, with the appropriate effective date.

Send Wire Funds to:
Beneficiary Bank: Bank of America
ABA Routing #: 0260-0959-3
Beneficiary Acct Name: MRC
MRC Account #12356-19173
Reference: Nelson L Bruce
Loan Number: 202985786-5

Mail Certified Funds to:
Bank of America
Attention: Payoff Department, Mail Stop TX1-160-06-19
1950 N Stemmons Fwy, Suite 6020, Dallas InfoMart
Dallas TX 75207

Please do not send certified funds to the wire funds instructions above as certified funds must be processed in our Payoff Department.

The following escrow items may be disbursed prior to our receipt of payoff funds:

ESCROW ACCOUNT INFORMATION	Escrow Item	Last Pmt Date	Last Pmt Amt	Next Due Date
	S/T FHA MIP			07/01/2016
	Hzd:State Farm Ins Group	11/19/2015	1,208.00	12/03/2016
	County Tax	12/17/2015	1,155.27	12/01/2016

ESTIMATED PAYOFF SCHEDULE	As of	Amount		As of	Amount
	07/12/2016	178,942.69		07/25/2016	178,942.69
	07/13/2016	178,942.69	**Total Payoff as of**	07/26/2016	178,942.69
	07/14/2016	178,942.69	**July 22, 2016**	07/27/2016	178,942.69
	07/15/2016	178,942.69	**$178,942.69**	07/28/2016	178,942.69
	07/18/2016	178,942.69		07/29/2016	178,942.69
	07/19/2016	178,942.69			
	07/20/2016	178,942.69			
	07/21/2016	178,942.69			

PAYOFF OVERAGES

If Bank of America, N.A. receives funds greater than the amount required to pay off your loan, we will automatically process the overage within 20 business days after payoff and return the excess amount to you. **If an address change is being submitted on behalf of the borrower, the form must be signed by the borrower for the address change to take effect.**

Please call 1-800-669-5833 for updated payoff information within 24 hours of submitting funds.

Bank of America, N.A. is required by law to inform you that it is a debt collector. If you are currently in a bankruptcy proceeding or have received a discharge of the debt referenced above, this notice is for informational purposes only and is not an attempt to collect a debt or demand a payment. If you are represented by an attorney, please provide this notice to your attorney.

See following page for important information.

BANKRUPTCY DISCHARGE

If you have received a discharge of this debt in a bankruptcy, you have no personal obligation to repay this debt. However, the lender may still foreclose on your property if the debt is not paid as required by the loan documents. This payoff statement is provided at your request and for your convenience. This is not an attempt to collect a debt that has been discharged, nor a demand for payment.

HOMESAVER ADVANCE (HSA) NOTES

For borrowers with a HomeSaver (HSA) Note, please refer to these specific disclosures:

- The HSA note is due and payable in full in the event of a sale or transfer of ownership of the property;
- Payoff of the HSA note is not required to release the first-lien mortgage loan; and
- The HSA note must continue to be paid in the event of a refinance.

IF YOUR LOAN HAS BEEN MODIFIED UNDER THE HAMP PROGRAM:

Please note that certain modification agreements included a "principal reduction" component, which means that the principal balance of the loan may be reduced if it remained in "good standing" (i.e., less than three months delinquent) at all times during the first three years after the date of the modification (or a proportionate amount for each yearly period of good standing). If: (i) your modification agreement included a principal reduction component **and** (ii) you maintained good standing as required under the terms of your modification agreement, your payoff balance has been adjusted to reflect the reduced principal amount you are entitled to. If your payment status changes before the expiration of this payoff statement, and you are no longer in good standing, you will no longer be qualified to receive all of or a portion of the principal reduction amount we have credited you for and your payoff amount will increase. If this occurs, please call us at the number below for an updated payoff figure. After this payoff statement expires, please be sure to request an updated payoff statement. If you have questions, please review the terms of your modification agreement or contact us at 1-800-451-6362.

Prepayment Regulatory Amendment Notice for FHA Insured Mortgages

IMPORTANT MESSAGE ABOUT YOUR LOAN

Your June 25, 2016 request for payoff figures or offer to tender an amount to prepay in full your FHA-insured mortgage, which Bank of America, N.A. is servicing was received.

We want to explain the procedure which we will follow to accomplish a full prepayment of your mortgage.

WHAT THIS MEANS

We will accept prepayment of your mortgage on any business day of the month. If prepayment is tendered on any day other than the first day of the month, Bank of America, N.A. will charge interest to the first day of the next month.

Unlike principal, which is paid in the current month's mortgage payment, interest earned by the mortgagee the previous month must be paid in the next month's mortgage payment since the interest must be earned by the mortgagee before it is owed by the mortgagor.

The interest being charged to the next installment due date with regard to prepayments is in fact interest that was earned the previous month and has yet to be paid by the mortgagor.

Notice: It is to your advantage to arrange the closing or prepayment of your loan so that the prepayment reaches us on the first business day of the month, or as close to the end of the previous month as possible.

WHAT YOU NEED TO DO

We review and reconcile each account after payoff and promptly refund any amounts collected in excess of your payoff obligation. FHA/HUD will send any refund or share, to your mailing address on file, once your loan is paid in full. If you need to make alternate arrangements or have any questions regarding this notice, please call us at 1-800-669-6607.

ADDITIONAL INFORMATION

The payoff amount indicated in this statement is subject to change for various reasons, including but not limited to the following:

- We may not have posted a recently submitted payment; **Note:** Please **do not** place a stop payment on any check.
- A fee may be assessed if a payment is returned unpaid by your financial institution for any reason;
- Additional or anticipated fees and costs may be incurred relating to collection, foreclosure, bankruptcy, or other defaults on your loan;
- Adjustments may be required to reflect disbursements made by, or payments owed to, your prior lender if the servicing of your loan was transferred to Bank of America, N.A.;
- Late charges may be assessed for delinquent payments received after: 07/16/2016;
- Funds may be deducted from your escrow account to pay taxes, insurance or other escrow items that become due.

Automated Payoff Request Line: 1-800-669-5833

Fax: 1-888-638-8714

Nota: Si necesita la información incluida en la Demanda de Liquidación traducida al español, por favor comuníquese con nuestro Departamento de Servicio al Cliente al 1-800-669-6607.

Registered No. RA648968537US

Date Stamp

SUMMERVILLE SC AUG 17 2016 29483

Postage $ $1.36	Extra Services & Fees (continued)
Extra Services & Fees	☐ Signature Confirmation $
☐ Registered Mail $301.30	☐ Signature Confirmation Restricted Delivery $
☐ Return Receipt (hardcopy) $ $2.70	**Total Postage & Fees**
☐ Return Receipt (electronic) $ $0.00	$ ~~$305.36~~
☐ Restricted Delivery $ $0.00	Received by
Customer Must Declare Full Value $185,000. $185,000	08/17/2016

To Be Completed By Post Office

Domestic Insurance up to $50,000 is included based upon the **declared value**. International indemnity is limited. (See Reverse).

SUMMERVILLE, SC 29483

To Be Completed By Customer (Please Print) All Entries Must Be in Ballpoint or Typed

FROM: Nelson L Bmcc
C/O 144 Pavilion Street
Summerville, South Carolina 29483
29483

TO: BANK OF AMERICA - CFC/CEC
Attn: Dallas Service Department
1950 N Stemmons Fwy, Suite 6020
Dallas, TX 75207

PS Form **3806, Registered Mail Receipt** *Copy 1 - Customer*
April 2015, PSN 7530-02-000-9051 *(See Information on Reverse)*
For domestic delivery information, visit our website at *www.usps.com*®

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Bank of America - CFC/CEC
Attn: Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy Suite 6020
Dallas, TX 75207
Dallas, TX 75207

9590 9402 2134 6132 4243 78

2. Article Number *(Transfer from service label)*
RA 648 968 537 US

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
8-25-16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No
RETAIL PAYMENT SERVI

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☒ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☒ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Affidavit of Fact

BILL OF EXCHANGE - REFUSAL IS DISCHARGE

USPO Certified Mailing# 7016 1370 0002 2233 1879 Date: November 9, 2016

From: Nelson-Leon: Bruce A.K.A. Nelson L. Bruce (Authorized Representative)
Natural Person, In Full Life, In Propria Persona (Proper Person), Sui Juris
All Rights Reserved: U.C.C.1-308/1-207; U.C.C.1-103
c/o 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina Republic
Zip Exempt [29483]
Non-Domestic, Non-Resident, via united States Mail

TO: **BANK OF AMERICA, N.A.**
ATTN: CFO-Paul M. Donofrio / CEO-Brian T. Moynihan
c/o Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy, Suite 6020
Dallas InfoMart
Dallas, TX 75207

RE: BANK OF AMERICA, N.A. kept Promissory Note proof of acceptance as has been tendered in payment of instrument pursuant to (UCC 3-603).

NOTICE DEMAND FOR PAYOFF: Direction To Discharge for payoff

NOTICE: This document is not intended to threaten, harass, hinder or obstruct any lawful operations.
It is for the purpose of obtaining lawful and legal remedy as is provided by law and tendered with honorable intent.

Enclosed you will find all filed copies of my letter for payoff/promissory note and Registered mail number postal receipts USPO# **RA 648 968 537 US**, included with "proof of delivery" to your office location that came in receipt of said package and delivery confirmation on **August 25, 2016 at 11:35 a.m.** All said filed copies will soon be lodged against you at (FTC/S.E.C./United States Department of State/United State Department of Treasury/Comptroller of Currency) depending on the choices you make that are not lawful nor legal in nature operating outside the scope of banking policy.

The "Promissory Note" that you did receive and are now HOLDER IN POSSESSION constituted your acceptance as 'HOLDER IN DUE COURSE after (7) seven days as agreed as it was Not RETURNED in whole or in part which "promissory note" was/is lawful tender in payment and is VALID. And you have not responded since the acceptance of the tendered instrument as payment addressed to Paul M. Donofrio-CFO and Brian T. Moynihan-CEO as of the date of this mailing. If this your company's assumption is that my Instrument is not a valid form of payment without legitimate 'proof' please feel free and provide me within 72hrs proof validation that my "promissory note" **was not valid** (do not appear to be valid / and yet you did accept and held onto the promissory note and had the option to fully RETURN it back to issuer but you did not/have not, therefore it is considered tendered.

You have within 72hrs proof validation that I as a "private banker" do not have the right to "issue" promissory notes in the form of payment as a negotiable instrument constructed in strict accordance pursuant to the **UCC (§ 3-603)**, and legally discharges the debt. Once tendered, the debt is discharged. Period!!!

Affidavit of Fact

BILL OF EXCHANGE - REFUSAL IS DISCHARGE

NOTICE: CFO/CEO OF **BANK OF AMERICA, N.A.**, you may **return** all original documents intact that was received by you that is being held in your possession if you (do not believe that my promissory note is valid, whatever being alleged lawfully **deficient**, I require that you send a 'certified' letter as a bonafide "True and Correct" by an agent or Legal advisor of BANK OF AMERICA, N.A.. signed in wet blue ink under penalties of perjury or from your "CFO-Paul M. Donofrio/CEO-Brian T. Moynihan of BANK OF AMERICA, N.A., indicating specific **defects** for resolution, or we have an agreement within 72hrs that it is SELF AUTHENTICATING that this account has already been tendered and you agree that a notice for payoff of account will be issued As Soon As Possible (a.s.a.p.) to the man Nelson-Leon: Bruce at his location above, has been satisfied and discharged herein and any prior interest and late charges applied after the date that the "promissory note" was accepted as legal tender in payment is disputed.

It is a fact: Every day the United States Treasury department receives dozens or hundreds of such instruments making claims of this type. Obviously some are valid and some are not.

It is a fact: There are only 3 official government directives or alerts that address spurious, fraudulent, fictitious, or otherwise invalid, instruments sent to the US Treasury for payment, and **only one** that officially states what is to be **official US Government Policy** and treatment of them if they are received, this is ALERT 99-10:
which is also published on the government website for the United States Treasury:
https://www.treasury.gov/about/organizational-structure/ig/Pages/fraud-alerts_index2.aspx under Frauds Alerts.

The Office of the Comptroller of the Currency, Enforcement & Compliance Division in ALERT 99-10 states:
Type: **Suspicious Transactions**

TO: Chief Executive Officers of all National Banks; all State Banking Authorities; Chairman, Board of Governors of the Federal Reserve System; Chairman, Federal Deposit Insurance Corporation; Conference of State Bank Supervisors; Deputy Comptrollers (Districts); Assistant Deputy Comptrollers; District Counsel and Examining Personnel.

RE: Fictitious Sight Drafts payable through the U.S. Treasury

It has been brought to our attention that certain individuals have been making and executing worthless paper documents which are titled "Sight Draft". These items state that they are payable through the U. S. Treasury, 1500 Pennsylvania Avenue, NW, Washington, DC 20220. These instruments are being presented for payment at banks and other businesses throughout the United States. **Any of these instruments that are presented to the U. S. Treasury for payment will be returned to the sender** and copies will be provided to the appropriate law enforcement agencies." **Dishonored.**
(HOW COME MY ORIGINAL INSTRUMENT WAS NOT RETURNED? I WILL HAVE THEM INVESTIGATE WHY)

This is in conformity with the Uniform Commercial Code that parties may rely on their presentment of obligations as settled unless given a Notice of Dishonor, whether directly applicable to Treasury Dept. officers or not.

UCC3-503. NOTICE OF DISHONOR

...(b) Notice of dishonor may be given by any person: **may be** given by any commercially reasonable means, including an oral, written, or electronic communication: **and is sufficient if it reasonably** identified the instrument **and** indicates that the instrument has been dishonored or has not been **paid or accepted**. Return of an instrument **given to a bank for collection** is sufficient notice of dishonor.

...c) Subject to Section 3-504(c), **with respect to an instrument taken for collection** notice of dishonor must be given.... **within 30 days following the day on which the person receives notice of dishonor. With respect to any other instrument, notice of dishonor must be given within 30 days following the day on which dishonor occurs.**

Please Be Advised: CFO-Paul M. Donofrio/CEO-Brian T. Moynihan of BANK OF AMERICA, N.A.,

As everyone should know lawful money was removed from our economy by Congress in 1933 by HJR 192 (House Joint Resolution) and replaced with negotiable instruments. These negotiable instruments are considered as legal tender on the same par and category as Federal Reserve notes. They represent a mortgage on all the homes/cars and personal property of all the American people. This mortgage was placed without proper legal authorization by congress and the Supreme Court required that a remedy has to be given to the American people who were principals and sureties for the national debt. This remedy is to discharge debt for the people who demanded it. **We the People were made private bankers according to the law with the authority to issue notes to discharge lawful debts.** This must remain in effect until money and the property is returned to We the People without any encumbrances.

HJR 192: "Now, there-fore be it. Resolved by the Senate and 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 a 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 any 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** coin or currency which at the time of payment is **legal tender** for public and private debts."

Black's Law Dictionary, 5th Edition, page 133, defines a "**Banker**" as,
"**In general sense, person that engages in business of banking. In narrower meaning, a private person.....; who is engaged in the business of banking without being incorporated. Under some statutes, an individual banker, as distinguished from a "private banker", is a person who, having complied with the statutory requirements, has received authority from the state to engage in the business of banking, while a private banker is a person engaged in banking without having any special privileges or authority from the state.** "

"**Banking**" Is partly and optionally defined as "**The business of issuing notes for circulation....., negotiating bills.**"

Black's Law Dictionary, 5th Edition, page 133, defines "**Banking**":

"**The business of banking, as defined by law and custom, consists in the issue of notes .....intended to circulate as money.....**

And defines a "**Banker's Note**" as:

"**A commercial instrument** resembling a bank note in every particular except that it is given by a **private banker** or **unincorporated banking institution**."

LEGAL TENDER DEFINED

Legal tender under the Uniform Commercial Code (U.C.C.). Section 1-201(24) (Official Comment); "The referenced Official Comment notes that the definition of *money* is not limited to *legal tender* under the U.C.C. The test adopted is that of sanction of government, whether by authorization before issue or adoption afterward, which recognizes the circulating medium as a part of the official currency of that government. The narrow view that money is limited to legal tender is rejected."

In light of the holding of [Fidelity Bank Guarantee vs. Henwood, 307 U.S. 847 (1939)], a Federal US court of appeals ruled on Title 31 USC 5118. As of October 27, 1977, **legal tender for discharge of debt is no longer required.** That is

because legal tender is not in circulation at par with promises to pay credit. Requirement of repayment of debt is against Public Policy, since legal tender was not loaned [nor in circulation] they **cannot demand payment in any [particular] form of coin or currency or legal tender** and repayment [or payment] need only be made in **equivalent kind; A negotiable instrument.**

Money Orders are the same negotiable instruments as Federal Reserve Notes and must be processed the same way under GAAP(Generally Accepted Accounting Principles), HJR-192, Public Law 73-10 and Title 31 USC 5118 prohibits Banks/creditors from demanding any specific specie of payment. All Banks must process lawful United States currency. Failure to do so is "interference with commerce", a felony under the RICO ACT, 18 USC 1951. If you believe you have a lawful reason to "Dishonor" the negotiable instrument that was sent to you (HOLDER) you must **RETURN** it to the Agent (issuer) above with lawful reason(s) fully stated and cited. Failure to provide lawful reasons(s), or to misdirect the instrument that was sent, is grounds for a complaint to the **FTC** under the **FDCPA** (Fair Debt Collection Practices Act), 15 USC 1692a1. It is your duty to honor that instrument for payment, to know, abide by and operate under the law. 18 USC 8 applies. Commercial instruments are legal tender for the payment of debt in accordance with 31 USC 5118 and other statutes/code. Failure to process and credit the intended account will result in a request of the **Postal Inspectors office** [to investigate and audit the accounts balance sheet,?] and file **IRS Form 3949A Information referral** to the **CID**(Criminal Investigation Division) of the IRS.

The UCC (Uniform Commercial Code) defines a negotiable instrument as an unconditioned writing that promises or orders the payment of a fixed amount of money. To be considered negotiable an instrument must meet the requirements stated in Article 3.
U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS § 3-104. NEGOTIABLE INSTRUMENT.
(a) negotiable instrument" means an unconditional promise or order to pay a fixed amount of money
(b) "Instrument" means a negotiable instrument.
(f) An instrument may be a check even though it is described on its face by another term, such as "**money order.**"

FRN'S WORTHLESS

The Federal Reserve Bank in its booklet; MODERN MONEY MECHANICS page 3, states; "In the United States neither paper currency nor deposits have as commodities. Intrinsically, a dollar bill is just a piece of paper, deposits merely book entries."

The "giving a (federal reserve) note does **not** constitute payment." See... [Echart v. Commissioners C.C.A., 42 Fd2d 158.]

The use of a (federal reserve) 'Note' is **only a promise** to pay. See... [Fidelity Savings v. Grimes, 131 P2d 894.]
Legal Tender (federal reserve) Notes are **not** good and lawful money of the United States. See... [Rains v. State, 226 S.W. 189.]

That (federal reserve) 'Notes do **not** operate as payment in the absence of an agreement that they shall constitute payment.' See... [Blachshear Mfg. Co. v. Harrell, 2 S.E. 2d 766.]

"Federal Reserve Notes are **valueless.** "See... IRS Codes Section 1.001-1 (4657) C.C.H.).

REJECTION

UCC 3-603; "**If tender of payment** of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender **is refused, there is discharge**, to the extent of the amount of the tender..."

RCW 62A.3-603 Tender of Payment (b) "If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the

obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates."

ORS 81.010 "Effect of unaccepted offer in writing to pay or deliver. An offer in writing to pay a particular sum of money or to deliver a written instrument or specific personal property is, if not accepted, equipment to the actual production and tender of the money, instrument or property." (the latter here operates via the rule of Para Materia in Tennessee.)

Failure to accept the "promissory note" that was sent to your location for deposit and discharge of this debt is lawfully considered **theft, fraud, conspiracy, collusion, racketeering, and denial of due process.** I believe there is no evidence to the contrary. Otherwise, provide lawful proof of claim by presenting to me lawful document/s that show that you have the lawful authority to **dishonor** my "promissory note". Failure to provide lawfully documented evidence that is certified lawful, true, and correct by notarized affidavit that is signed under penalties of the law including perjury will be default.

Failure to honor this legal tender requires you to; Surrender all public hazard bonds, corporate bonds, blanket bonds, insurance policies, CAFR funds, 401-k(s), 801k(s), retirement funds, personal wealth and properties, or any other source of revenue as needed to cure dishonor in commerce and submit to the authorities for criminal prosecution.

Certified Mail Number Return Receipt Requested – 7016 1370 0002 2233 1879 for redemption postage prepaid to:

BANK OF AMERICA, N.A.
ATTN: CFO-Paul M. Donofrio / CEO-Brian T. Moynihan
c/o Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy, Suite 6020
Dallas InfoMart
Dallas, TX 75207

who is the holder in due course of the "**Promissory Note: NO**: **NLB-PN008**"; under account number: 202985786-5, in the alternative, it is incumbent upon you to explain why this Promissory Note is not legal tender and is not an obligation and payment that the Federal Reserve System is required by their own laws to pay.

It is my sincere hope that the above what follows will be enlightening in your own bill paying process.

From "Modern Money Mechanics" from the Federal Reserve Bank of Chicago, page 6;

"What they [banks] do when they make loans is to accept promissory notes in exchange for credits to the borrower's transaction accounts. Loans (assets) and deposits (liabilities) both rise [equally] by [the amount of the "loan"]." [words in square brackets not in original quote but carry the same meaning.]

So each time you swipe that credit card you just made a promise to pay. When you do that, funds are added to your transaction account according to Modern Money Mechanics. In other words, there is public side and a private side accounting. When you allegedly "borrow" money from a bank they list the so-called loan as an asset AND as a liability so that the books balance to zero. You "owe" them on the public side, but they also "owe" you on the private side. The account balance is actually zero. See... Financial Accounting Standards Board (**FASB**) Interpretation No. 39.

Affidavit of Fact

BILL OF EXCHANGE - REFUSAL IS DISCHARGE

The National Banking Act of 1864 is still in effect and states that legally banks can NOT loan their own or their depositor's money. So where does the bank get money for your "loan"? **They get it from YOU**. Banks do not and cannot make loans. They merely extend credit. Guess who's credit. **Yours!** Due to the still ongoing emergency reorganization bankruptcy of 1929 (which renews every 70 years) and the Abrogation of the Gold Clause in 1933 (HJR-192) where the gold was illegally confiscated to pay off the foreign investors, the government had to borrow against the citizen's future earnings, else they would not have been able to continue to build anything. This make "**We The People**" the creditors, not the debtors. Because of HJR-192 and the UCC we can all write negotiable instrument Promissory Notes which the Banks must accept. Meanwhile the Banksters are making billions from social security numbers associated with people living under bridges and children going hungry, and they are aware of it.

"Without Prejudice"

By: Nelson-Leon: Bruce (Seal)
Nelson-Leon: Bruce - Authorized representative
All Natural Rights "Explicitly" Reserved
U.C.C.1-207/1-308/1-103.6/2-207

CC:
ROGERS TOWNSEND & THOMAS, PC (Representative for BANK OF AMERICA, N.A.)
Attn: Andrew W. Montgomery
c/o Default Services Department
P.O. Box 100200
Columbia, SC 29202
Certified Mail #: 7016 1370 0002 2233 1862

ACKNOWLEDGEMENT OF NOTARY
For verification purposes only

South Carolina Republic)
)
Dorchester County)

Jurat/Acknowledgement

I, a Notary Public, certify that I know, or have satisfactory evidence that Nelson-Leon: Bruce is the man who appears before me on this date below and acknowledges that he signed his ":Affidavit of Fact - to BANK OF AMERICA, N.A. - **CFO/CEO**, total of 6, duly witnessing by me and acknowledge it is His freewill and voluntary act.

Notary Signature: _____ **Dated:** NOV 09 2016

1605 Central Avenue, Ste.6
Summerville, SC 29483

Commission Expires: 12/4/17

AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12-04-17

NOTARY SEAL

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

BANK OF AMERICA, N.A.
ATTN: CFO-Paul M. Donofrio / CEO-Brian T. Moynihan
c/o Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy, Suite 6020
Dallas InfoMart
Dallas, TX 75207

herein after, "Recipient, "the documents pertaining to a certain Alleged Loan/Account # 202985786-5 regarding NELSON L BRUCE as follows:

1. **Affidavit of Fact BILL OF EXCHANGE – REFUSAL IS DISCHARGE (6 pages)**; and
2. **Copy of U.C.C.-1 referencing the registered security instrument presented as payment to discharge the alleged debt held and accepted by BANK OF AMERICA, N.A (1 Page)**; and
3. reference copy of this **Notary's Certificate of Service** (signed original on file)

by Certified Mail No. 7016 1370 0002 2233 1879 Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Total of 8 pages.

Nelson-Leon: Bruce

Nelson-Leon: Bruce

Notary Public:

1605 Central Avenue
Summerville, South Carolina 29483

NOV 09 2016

Date:

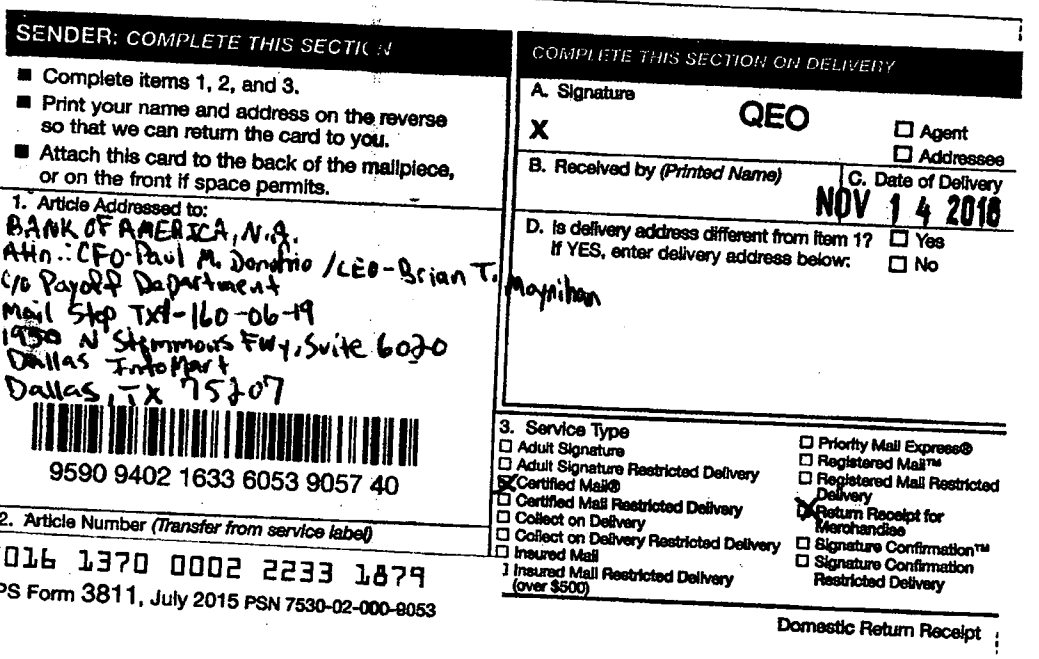
AMANDA COLLINS
Notary Public
Berkeley County, SC
My Commission Expires 12-04-17

12/4/17

My Commission Expires:

(STAMP)

AMANDA COLLINS NOTARY PUBLIC SOUTH CAROLINA



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BANK OF AMERICA, N.A.
Attn.: CFO-Paul M. Donofrio /CEO-Brian T. Moynihan
C/O Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy, Suite 6020
Dallas Infomart
Dallas, TX 75207

9590 9402 1633 6053 9057 40

2. Article Number (Transfer from service label)

7016 1370 0002 2233 1879

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X QEO

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

NOV 14 2016

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

NOTICE OF FAULT IN DISHONOR
(Opportunity to Cure)

Certified Mail#: **7016 1370 0002 2233 1886**

Notice date: **November 19, 2016**

Claimant(s): **Nelson-Leon: Bruce A.K.A. Nelson L. Bruce (Authorized Representative)**
Natural Person. In Propria Persona. Sui Juris
All Rights Reserved: U.C.C. 1-207/1-308/1-103.6
c/o 1605 Central Avenue. Ste. 6 #167
Summerville. South Carolina Republic
Zip Exempt [29483]
United States Republic. Continental North America
Non-Domestic. Non-Resident. via united States Mail

Respondent(s): **BANK OF AMERICA, N.A.**
ATTN: CFO-Paul M. Donofrio / CEO-Brian T. Moynihan
c/o Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy. Suite 6020
Dallas InfoMart
Dallas. TX 75207

Reference: **NELSON L BRUCE (Corporate Entity/Artificial Person/ Construct);**
ALLEGED LOAN/ACCOUNT # 's 202985786 and 202985786-5

This instrument is a **Notice of Fault in Dishonor Opportunity to Cure** upon the **Affidavit of Fact BILL OF EXCHANGE-REFUSAL IS DISCHARGE** by the Claimant(s) on or about November 9. 2016 with the Certified Mail Article No. 7016 1370 0002 2233 1879 U.S.P.S. and received by the Respondent(s) on or about November 14. 2016 at the address referenced above. This is an opportunity to cure and redeem your dishonor and bad faith and fair dealings because you are being non-responsive which is not warranted and will not be tolerated or accepted and I Nelson-Leon: Bruce the flesh and blood man explicitly reserve all my natural rights at all times.

On November 9. 2016. Amanda Collins. Notary Public. at the request of the Claimant(s). presented the following instrument for response:

1. **Affidavit of Fact BILL OF EXCHANGE-REFUSAL IS DISCHARGE;**
2. **Reference Copy of a Notaries Certificate of Service;**

DISHONOR : By the terms and conditions of the agreement resulting by the offer and acceptance of that presentment. the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the Request within seventy-two (72) hours from receipt of the **Affidavit of Fact Bill of Exchange-Refusal Is Discharge** to prove that my "Promissory Note" is not valid and was not valid and also you had the option to fully return it back to the issuer with proof of validation that whatever is being alleged lawfully deficient be sent via "Certified" letter as a bonafide verified "True and Correct" by a man or woman who is an agent/representative or legal advisor of BANK OF AMERICA. N.A. signed in **wet blue ink** signature under "penalty of perjury" or from the "CFO/CEO" of BANK OF AMERICA. N.A. indicating specific defects for resolution but you did not/have not. therefore it is considered tendered under **UCC § 3-603** and a notice for payoff of the account needs to be issued as soon as possible to the man Nelson-Leon: Bruce as a presentment to the Notary at their address below. A dishonor of the Request discharges the alleged liability that the Respondent(s) have claimed.

Allowing seventy-two (72) hours for the receipt and the time allowed having passed for receipt also allowing an additional five (5 days). and the man Nelson-Leon: Bruce showing no record of a proper response of a payoff letter. Claimant(s) now deems the request to have been dishonored on **November 19, 2016**. and therefore a confession of judgment on the merits is warranted.

FAULT: Due to the failure of the response of the Request places the Respondent(s) at **fault**. This presentment is the Claimant(s) good faith offer for an extension of the time to the Respondent(s) to provide a sufficient response providing proof that the instrument sent to settle the account is not valid or whatever is being alleged lawfully or to provide a payoff statement stating that this account is discharged and settled by an additional five (5) days. Respondent(s) have five (5) days from receipt of this presentment to send a sufficient response referenced above to the man Nelson-Leon: Bruce as a presentment to the Notary at their address given below. For the Respondent(s) failure. refusal. or neglect in the presentment of a verified response. a sufficient verified response is defined below. to this **Notice of Fault in Dishonor Opportunity to Cure** is consenting with the Claimant(s) entry of a **Notice of Default in Dishonor** upon the Respondent(s). and the issuance of a certificate verifying Respondent(s) non-performance. acceptance of liability. and Respondent(s) acquiescence and tacit agreement with all terms.

RESPONSE: Only a response that meets the following criteria qualifies as a sufficient verified response:

1. Any response must be made via a sworn affidavit by a man or woman who is an agent/representative or legal advisor of BANK OF AMERICA. N.A. who has firsthand knowledge of everything being assumed lawfully is "true and correct" with the laws banking your assumption signed and affirmed in **wet blue ink** signature under penalty of perjury. or by a signature

under the full commercial liability, of the affiant(s) thereof: and

2. Any response must include a verified and/or affirmed adjusted statement of account: and

3. Any response must be made as a presentment to the Notary Public named below, under the *Service by and respond to* address given below for the Notary, and received by said Notary Public no later than five (5) days from the receipt of this presentment.

DEFAULT TERMS: Default is with the Respondent(s) confession of judgment to the following:

1. Failure to answer Claimant(s) **Affidavit of Fact BILL OF EXCHANGE – REFUSAL IS DISCHARGE** properly will discharge, settlement and setoff any and all alleged debts, obligations, duties and liabilities (U.C.C. 3-603) of or relating to the above-referenced alleged Loan/Account No.'s 202985786 - 202985786-5 regarding NELSON L BRUCE.

2. The balance due on the above-referenced alleged Loan/Account No.'s 202985786 – 202985786-5 is Zero and 00/100 dollars ($0.00).

3. Depending on how the Respondent respond to this presentment, claimant may exercise his right to file a **1099-A, 1099-OID** with the IRS/Treasury as one of his remedies for the credit used on **Promissory Note # NLB-PN008** that was sent under U.S.P.S. registered mail # **RA 648 968 537 US** as legal tender and final payment to discharge this alleged account which was never returned to issuer which is valid proof of acceptance evidenced by a signature verifying respondents receipt of the instrument tendered.

4. The Respondent(s) waiver of any and all claims, rights, immunities and defenses.

Respondent(s) confession of judgment is with these stipulations:

1. Respondent(s) are consenting with the filing of liens on the respondent for collateral sent under USPO registered mail # RA 648 968 537 US by the Claimant(s) of which claimant has rights to (U.C.C. 3-306) up to the amount of One Hundred Eight-Five Thousand and 00/100 dollars ($185.000) for any and all actions taken by the Respondent(s) with the hindering, impeding, obstruction and/or delaying of the Claimant(s) rights, titles and interests in any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No.'s 202985786 – 202985786-5.

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

IN WITNESS WHERE OF I here unto set my hand and seal on this 19TH day of November, 2016 and hereby certify all the statements made above are true, correct and complete.

CC:
ROGERS TOWNSEND & THOMAS, PC (Rep. BANK OF AMERICA, N.A.)
Attn: Andrew W. Montgomery
c/o Default Services Department
P.O. Box 100200
Columbia, SC 29202
Cert Mail #: 7016 1370 0002 2233 1893

"Without Prejudice"

Claimant: Nelson-Leon: Bruce (Seal)
Nelson-Leon: Bruce – Authorized Representative
All Natural Rights "Explicitly" Reserved
U.C.C. 1-207/1-308/1-103.6/2-207

State of South Carolina)
) ss:
County of Dorchester)

JURAT

Subscribed and sworn to (or affirmed) before me on this 19TH day of NOVEMBER, 2016, by **Nelson-Leon: Bruce**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Notary Public:

1605 Central Avenue, Ste. 6
Summerville, SC 29483

DECEMBER 3, 2018 (STAMP)

My Commission Expires:

SHEMECA L. WIGFALL NOTARY PUBLIC SOUTH CAROLINA My Commission Expires DEC 3 2018

244

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

BANK OF AMERICA, N.A.
ATTN: CFO-Paul M. Donofrio / CEO-Brian T. Moynihan
c/o Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy, Suite 6020
Dallas InfoMart
Dallas, TX 75207

herein after, "Recipient, "the documents pertaining to a certain Loan/Account #'s 202985786 - 202985786 regarding NELSON L BRUCE as follows:

1. **NOTICE OF FAULT IN DISHONOR OPPORTUNITY TO CURE,** issued by Nelson-Leon: Bruce and dated November 19, 2016; and
2. reference copy of this **Notary's Certificate of Service** (signed original on file)

by Certified Mail No. **7016 1370 0002 2233 1886** Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Total of 3 pages.

Nelson-Leon: Bruce
Nelson-Leon: Bruce

Notary Public:

1605 Central Avenue, Ste.6 #167
Summerville, SC 29483

November 19, 2016
Date:

December 3, 2018
My Commission Expires:

(STAMP)

SHEMECA T. WIGFALL NOTARY PUBLIC SOUTH CAROLINA My Commission Expires DEC. 3, 2018

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BANK OF AMERICA, N.A.
Attn: CFC-Paul M. Donattio/CBO - Brian T. Mapstone
C/O Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy Suite 6062c
Dallas Infomart
Dallas, TX 75207

9590 9402 1633 6053 9057 33

2. Article Number *(Transfer from service label)*

7016 1370 0002 2233 1886

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery
11/29/16

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bank of America, N.A.
Attn: Chris McMurtry
Mail Code FL-1-908-01-49
c/o Correspondence Unit
P.O. Box 31785
Tampa, FL 33631-3785

9590 9402 1633 6053 9057 19

2. Article Number *(Transfer from service label)*

7016 1370 0002 2233 1909

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

NOV 28 2016

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

NOTICE OF DEFAULT IN DISHONOR

Certified Mail#: **7016 1370 0002 2233 1923**

Notice date: **December 7, 2016**

Claimant(s): **Nelson-Leon: Bruce A.K.A. Nelson L. Bruce (Authorized Representative)**
Natural Person. In Propria Persona. Sui Juris
All Rights Reserved: U.C.C. 1-207/1-308/1-103.6
c/o 1605 Central Avenue. Ste. 6 #167
Summerville. South Carolina Republic
Zip Exempt [29483]
United States Republic. Continental North America
Non-Domestic. Non-Resident. via united States Mail

Respondent(s): **BANK OF AMERICA. N.A.**
ATTN: CFO-Paul M. Donofrio / CEO-Brian T. Moynihan
c/o Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy. Suite 6020
Dallas InfoMart
Dallas. TX 75207

Reference: **NELSON L BRUCE (Corporate Entity/Artificial Person/ Construct);**
ALLEGED LOAN/ACCOUNT # 's 202985786 and 202985786-5

This instrument is a notice of **DEFAULT IN DISHONOR** upon the instrument(s) tendered by the Claimant(s) on or about November 9. 2016 with the Certified Mail Article No. 7016 1370 0002 2233 1879 U.S.P.S. and received by the Respondent(s) on or about November 14. 2016. and the instrument is a **Notice of Fault in Dishonor Opportunity to Cure** upon the instrument(s) tendered by the Claimant(s) on or about November 19. 2016 with the U.S.P.S Certified Mail Article No. 7016 1370 0002 2233 1886. and received by the Respondent(s) on or about November 29. 2016 at the address referenced above.

PRESENTMENTS: On or around between **November 9, 2016 and November 19, 2016. Shemeca T. Wigfall**. Notary Public. at the request of the Claimant(s). presented the following instrument(s):

1. **NOTICE OF FAULT IN DISHONOR OPPORTUNITY TO CURE;**
2. **Reference copy of a NOTARY'S CERTIFICATE OF SERVICE;**

DISHONOR: By the terms and conditions of the agreement resulting from the request. the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the Request within seventy-two (72) hours from receipt of the **Affidavit of Fact Bill of Exchange-Refusal Is Discharge** and in good faith protest and/or honor within five (5) days the **NOTICE OF FAULT IN DISHONOR OPPORTUNITY TO CURE** to prove that my "Promissory Note" is not valid and was not valid and also you had the option to fully return it back to the issuer with proof of validation that whatever is being alleged lawfully deficient be sent via "Certified" letter as a bonafide verified "True and Correct" by a man or woman who is an agent/representative or legal advisor of BANK OF AMERICA. N.A. signed in **wet blue ink** signature under "penalty of perjury" or from the "CFO/CEO" of BANK OF AMERICA. N.A. indicating specific defects for resolution but you did not/have not. therefore it is considered tendered under **UCC § 3-603** and a notice for payoff/discharge of the account needs to be issued as soon as possible to the flesh and blood living man Nelson-Leon: Bruce at the notary location below. A dishonor of the Request discharges the alleged liability that the Respondent(s) have claimed.

Allowing seventy-two (72) hours for the receipt **Affidavit of Fact Bill of Exchange-Refusal Is Discharge** also allowing an additional five (5 days). and an additional five (5) days with an additional three (3) days on the opportunity to cure. the time allowed having passed for receipt: This **Notice of Default in Dishonor,** stands as fact that the time allowed having passed for response. and the Notary showing no record of response, Claimant(s) now deems the instrument(s) **Affidavit of Fact Bill of Exchange-Refusal Is Discharge** to have been dishonored on November 19. 2016, and the **Notice of Fault in Dishonor (Opportunity to Cure)** to have been dishonored on December 7. 2016. there by comprising a confession of judgment on the merits.

DEFAULT: For the Respondent(s) failure to honor the requests. places the Respondent(s) at **fault**. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response to the Request and to the **Affidavit of Fact Bill of Exchange-Refusal Is Discharge** and **Notice of Fault in Dishonor (Opportunity to Cure)**. Respondent(s) thereby acquiesce and tacitly agree with all terms, conditions and stipulations set forth within the **Notice of Fault in Dishonor (Opportunity to Cure)** and this **Notice of Default in Dishonor**.

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

IN WITNESS WHERE OF I here unto set my hand and seal on this 7TH day of December, 2016 and hereby certify all the statements made above are true, correct and complete.

"Without Prejudice"

Date: 12-7-2016

Claimant: Nelson-Leon: Bruce **(Seal)**
Nelson-Leon: Bruce – Authorized Representative
All Natural Rights "Explicitly" Reserved
U.C.C. 1-207/1-308/1-103.6/2-207

State of South Carolina)
) ss:
County of Dorchester)

JURAT

Subscribed and sworn to (or affirmed) before me on this 7th day of **December** 2016, by **Nelson-Leon: Bruce**, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Shemeca T Wigfall

Notary Public: Shemeca T. Wigfall

SHEMECA T. WIGFALL My Commission Expires NOTARY PUBLIC SOUTH CAROLINA DEC. 3, 2018

1605 Central Avenue
Summerville, South Carolina 29483

12/03/2018

My Commission Expires:

(STAMP)

Cc:

ROGERS TOWNSEND & THOMAS, PC (Rep. BANK OF AMERICA, N.A.)
Attn: Andrew W. Montgomery
c/o Default Services Department
P.O. Box 100200
Columbia, SC 29202
Cert Mail #: 7016 1370 0002 2233 1930

BANK OF AMERICA, N.A.
Attn: Chris McMurtry
Mail Code FL-1-908-01-49
c/o Correspondence Unit
P.O. Box 31785
Tampa, FL 33631-3785
Certified Mail #: 7016 1370 0002 2233 1947

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

BANK OF AMERICA, N.A.
ATTN: CFO-Paul M. Donofrio / CEO-Brian T. Moynihan
c/o Payoff Department
Mail Stop TX1-160-06-19
1950 N Stemmons Fwy, Suite 6020
Dallas InfoMart
Dallas, TX 75207

herein after, "Recipient," the documents pertaining to a certain Original Alleged Loan/Account # (s) 202985786 - 202985786-5 regarding NELSON L BRUCE as follows:

1. **NOTICE OF DEFAULT IN DISHONOR,** issued by Nelson-Leon: Bruce and dated December 6, 2016; and
2. reference copy of this **Notary's Certificate of Service** (signed original on file)

by Certified Mail No. 7016 1370 0002 2233 1923 Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Total of 3 pages.

Nelson-Leon: Bruce
~~Nelson Bruce~~
Nelson-Leon: Bruce

Notary Public: Shemeca T. Wigfall

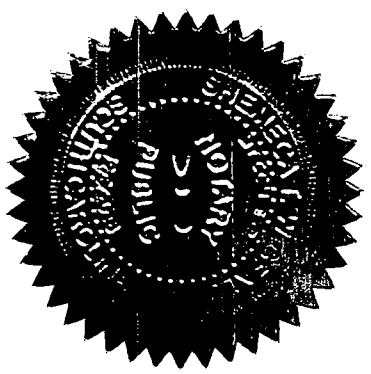
1605 Central Avenue
Summerville, South Carolina 29483

DECEMBER 7, 2016
Date:

12/03/2018
My Commission Expires:

SHEMECA T. WIGFALL My Commission Expires NOTARY PUBLIC DEC. 3, 2018 SOUTH CAROLINA

(STAMP)



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BANK OF AMERICA, N.A.
Attn: CFC - Paul M. Dorfric / CEO - Brian T. Moynihan
c/o Payoff Department
Mail Stop TX1-160-C6-19
1950 N Stemmons Fwy, Suite 6064
Dallas Infomart
Dallas, TX 75207

9590 9402 1633 6053 9056 89

2. Article Number (Transfer from service label)

7016 1370 0002 2233 1923

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) [illegible] C. Date of Delivery 10/13

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

Attorney's Affidavit of Affirmation

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

Bank of America, N.A., ect. al., parties known and unknown;

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).

Docket No.: 2016-CP-18-01678

ATTORNEY'S AFFIRMATION

During and after August 2010, numerous and widespread insufficiencies in foreclosure filings in various courts around the nation were reported by major mortgage lenders and other authorities. These insufficiencies include: failure of plaintiffs and their counsel to review documents and files to establish standing and other foreclosure requisites; filing of notarized affidavits which falsely attest to such review and to other critical facts in the foreclosure process; and "robo signature" of documents by parties and counsel. The wrongful filing and prosecution of foreclosure proceedings which are discovered to suffer from these defects may be cause for disciplinary and other sanctions upon participating counsel.

* * *

I, [_____], Esq., under the South Carolina statutes of penalties of perjury, affirms as following to be a true and correct:

1. I am an attorney at law duly licensed to practice in the state of South Carolina and am affiliated with the Law Firm of _____, the attorneys of record for Plaintiff in the above-captioned mortgage foreclosure action. As such, I am fully aware of the underlying action, as well as the proceedings had herein.

2. On [_____], I communicated with [**name and title**_____], a representative of Plaintiff, who informed me that he/she (a) has personally reviewed Plaintiff's documents and records relating to this case; (b) has reviewed the Summons and Complaint, and all other papers filed in this matter in support of the foreclosure; and (c) has confirmed both the factual accuracy of these court filings and the accuracy of the notarizations contained therein.

3. Based upon my communication with [**person specified in** ¶2], as well as upon my own inspection of the papers filed with the Court and other diligent inquiry, I certify that, to the best of my knowledge, information, and belief, the Summons and Complaint and all other documents filed in support of this action for foreclosure are complete and accurate in all relevant respects. I understand my continuing obligation to amend this Affidavit of Affirmation in light of newly discovered facts following its filing.

4. I understand that the Court will rely on this Affidavit of Affirmation in considering the application and the Defendant will be issued a copy before and upon Court appearance and this shall be relied as a true and correct copy.

Notary Witness: _____ Signed: _____

Date: ____/____/_____

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

Bank of America, N.A., ect. al., parties known and unknown; 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).	Civil Action No.: 2016-CP-18-01678

FILED - RECORDED
2018 MAR 27 PM 4:56
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the "DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFF'S ANSWER/RESPONSE TO DEFENDANT'S COUNTER CLAIMS" have been electronically mailed to all parties listed below:

Respectfully,

Addressed to:

ALBERTELI LAW
Attention: William S. Koehler (Attorneys for Defendants)
201 Main Street, Suite 1450
Columbia, South Carolina 29201
Certified Mail #: 7017 2400 0000 3330 9537

"Without Prejudice"

Nelson L. Bruce 3-24-2018

Nelson L. Bruce, Propria Persona, Sui Juris
All Rights Explicitly Reserved and Retained
U.C.C. 1-207/1-308, 1-103
c/o PMB 1605 Central Avenue, Ste. 6 #167
Summerville, South Carolina 29483

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
) 1st JUDICIAL CIRCUIT
COUNTY OF DORCHESTER)
)
) CASE NO.: 16-CP-18-1678
)
Wilmington Savings Fund Society, FSB as) **MOTION AND ORDER INFORMATION**
Trustee of Stanwich Mortgage Loan Trust C
Plaintiff,) **FORM AND COVERSHEET**
vs.)
)
Nelson L. Bruce; et al.)
Defendant.)

Plaintiff's Attorney:	Defendant's Attorney:
William S. Koehler, Bar No. SC Bar 74935 Address: 1201 Main Street, Suite 14504 Columbia, SC 29201 Phone: (803) 828-0880 Fax _____ E-mail: wkoehler@alaw.net Other: _____	_____, Bar No. _____ Address: _____ Phone: _____ Fax_____ E-mail: _____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: Pre-Trial Discovery/Proof of Jurisdiction/Notice of Faduciary Duties
Estimated Time Needed: 1 hr. 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 7/23/2018
Signature of ~~Attorney~~ for ☐ Plaintiff /☒ Defendant Date submitted

FILED-RECORDED
2018 JUL 23 PM 5:00
CLERK OF COURT
DORCHESTER COUNTY

SECTION III: Motion Fee

☐ PAID – AMOUNT: $_____
☒ 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, SCRCP)
☐ 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: Paid 7/20/2018 with original motion

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

Wilmington Savings Fund Society FSB as Trustee, Plaintiff(s), vs. Nelson L. Bruce (an individual): on behalf of the NELSON L BRUCE ESTATE (A NON-INDIVIDUAL), et al. Defendants(s).	Case NO. 16-CP-18-1678 **AMENDED MOTION: PRE-TRIAL DISCOVERY JURISDICTION CHALLENGE NOTICE OF FADUCIARY DUTIES**

FILED RECORDED
2018 JUN 23 PM 5:00
CLERK OF COURT
DORCHESTER COUNTY
SOUTH CAROLINA

DEFENDANT'S MOTION FOR PRE-TRIAL DISCOVERY AND FOR PROOF OF JURISDICTION TO BE FILED ON THE RECORD

Now comes the Defendant, Nelson L. Bruce, Propria Persona, Sui Juris, the beneficial owner of the PUBLIC TRUST, the only party with a right to subrogation in this matter and hereby exercises this right and incorporates this right by reference in this matter and moves this Honorable Court to enter an order directing all parties and non-parties referenced below to respond, answer, disclose and produce certain documents and evidence requested/demanded by the Defendant in his discovery requests which is essential, relevant and material to the preparation of the defense. Defendant requests that this court extend a minimum of 60 days from the order of this motion and proof of original jurisdiction so the parties being presented with discovery requests/demands from the Defendant have enough time to respond and so Defendant has enough time to review all documents and responses before setting a pre-trial hearing date and

a trial date as this case has been stayed, transferred to District Court, and appealed, the Defendant has not been in the proper court of original jurisdiction and still may not be in the proper court of original jurisdiction to exercise his rights of due process to send out discovery requests as he has not and does not choose to nor consent to waiver this right which as of the date of this filing, no court has had original jurisdiction for the Defendant to move forward with his right to discovery in this matter before trial for which he has a right to and hereby exercises this right as part of his due process for which this right is explicitly reserved and retained. Defendant requests to be before a court of "original jurisdiction" **i.e. common law jurisdiction** and requests that this court places the jurisdictional prerequisites on the record in this case to prove they have jurisdiction. This is also to be considered as a notice to the court.

I. Parties and Non-Parties to respond to Discovery requests by the Defendant:

- **BANK OF AMERICA, N.A.**
- **BANK OF AMERICA CORPORATION**
- **WILMINGTON SAVINGS FUND SOCIETY, FSB (WSFS)**
- **CARRINGTON MORTGAGE SERVICES, LLC**
- **WELLSFARGO BANK, N.A.**
- **ROGERS TOWNSEND & THOMAS PC**
- **ALBERTELLI LAW**
- **MORTGAGE ELECTRONIC REGISTRATION SYSTEM (MERS)**
- **RECONTRUST COMPANY, NATIONAL ASSOCIATION**
- **GOVERNMENT NATIONAL MORTGAGE ASSOCIATION (GINNIE MAE)**
- **U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT (HUD)**
- **FEDERAL RESERVE BANK (DISTRICT OF RICHMOND)**
- **Any and all parties discovered during Discovery…**

II. <u>Lack of jurisdiction of the court (Jurisdiction Challenge):</u>

1. The courts practices and engagements in commercial business strips it of sovereign capacity, if the court chooses to ignore our rights at **Common-Law** we further exercise our right and **HEREBY challenge** the court's jurisdiction and have it prove that this matter is not

associated with **CRIS**, and that this matter is not being co-mingled with commercial business.

2. The state court cannot determine its own jurisdiction, [1,4,5] the state court is required to state the jurisdictional prerequisites on the record, and we **HEREBY challenge** the court's jurisdiction. Jurisdiction may be challenged at any time even on appeal, and once jurisdiction has been challenged it must be proved to exist. [2,4]
3. This court has not established Jurisdiction, never prove jurisdiction on the record as required by the rules of civil procedure. [3,4]
4. We present before this body the fact that its Officers have been elected and/or appointed Office (See certified copy of Diane S. Goodstein oath of office filed on the record September 13, 2017 page 13), and thus took a solemn Oath to uphold the principles of the Constitution for the United States of America and the Great State of **South Carolina**, and in doing so they are bound by that Oath as long as they operate under the authority of that Office. We remind this body and its officers whether attorney, Deputy, judicial or otherwise of their fiduciary duty, the public trust for which we re-establish at this moment, binding all parties to that trust agreement and the other associated trust agreements. This is a self-executing notification/agreement if you disagree with this agreement and the environment of this presentment, you must contest within 100 calendar days from the date of receipt via binding arbitration. Your failure to contest within 100 calendar days will equate to your acknowledging the trust agreements and of your fiduciary responsibilities to said agreement.
5. The Trust Agreement is hereby restated, and that agreement is binding on all parties, the beneficiaries of the agreement are the plaintiffs, the trustees of the agreement are the defendants and "the court" is appointed as fiduciary. We hereby incorporate and attach the

Internal Revenue Service form 56 "fiduciary appointment" by reference and we hereby authorize the fiduciary to perform any and all functions to the benefit of the beneficiaries and the fulfillment of the obligations of the trust. The duties of the trustee are hereby reassigned to the fiduciary and its officers, whom shall be duty-bound to assure that the rights of the beneficiaries are fully exercised and their interests not infringed upon by any party.

6. Failure of any of the parties of the trust agreement to carry out their duties with respect to the trust agreement shall result in obligatory binding arbitration, which shall commence no later than 100 days from said breach, and any party failing to commit to binding arbitration and/or the orders of the arbitrator shall immediately forfeit any and all rights and be in immediate default with full liability and recourse. The trust agreement is coupled with interest, and because of this coupling with interests the trust agreement remains in full effect despite any presumed altercations, amendments, quasi and or adhesion contracts, and the fiduciary as well as all other parties shall recognize the having attained the age of majority, and the dis-affirming of all contracts made during infancy by the Defendant's trust. (***See Defendants Affidavit/Durable Power of Attorney Instrument filed on February 2, 2018 with the District court case # 2:17cv02617-RMG-BM as Exhibit - Evidence which is hereby incorporated in this matter by reference.)***

7. The trust agreement Is a **Common-Law Trust** conforming with and to the rules of **Common-Law**, and this agreement must remain in conformity with the Declaration of Independence, The Northwest Ordinance, and the Bill of Rights embedded within the Constitution of the United States of America.

8. The fiduciary is hereby commanded to remain in the role of Officer of the **Judicial** Branch of Government of the Constitution of the United States of America and the State of **South**

Carolina. Failure of the fiduciary to carry out the roles as prescribed in the trust agreement and within the framework of this binding self-executing contract shall result in automatic disqualification, and breach of fiduciary duty of care criminal claim being lodged against that party and the court for which it represents. The fiduciary no matter the capacity shall remain forever bound by this agreement for as long as this matter remains unfulfilled, and shall be liable for any delays and/or denials of due process and or failure to heed the rules of Common-Law and or Damage associated thereto.

9. By assignment the fiduciary submits to the constraints of the agreement, and thus must put the Declaration of Independence, The Northwest Ordinance, and the Bill of Rights embedded within the Constitution of the United States of America and the interests of the beneficiaries i.e. the Defendant's ahead of the interests of the court, and when the courts interests conflict with the interests of the beneficiaries aforementioned, the fiduciary shall have full indemnification for carrying out the tenants of the agreement, when putting the interests of the aforementioned beneficiaries in the forefront, protecting and shielding said interest against infringement, encroachment, and or indifference.
10. The trust agreement holds that the beneficiaries of the Defendant's **ESTATES** are the natural persons for whom they are named and or their heirs, that the fiduciaries are the public servants/officers/ agents/deputies, and the grantors of the agreement are the People of the great State of **South Carolina** and the parties named as Defendants in this presentment respecting the instant matter.

WHEREFORE, Defendant requests that the State court comply with the aforesaid Motion, state the jurisdictional prerequisites on the record, and place an order for pre-trial discovery for the referenced parties.

Respectfully Presented,

"Without Prejudice"

Nelson L. Bruce 7-23-2018

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
PMB 1605 Central Avenue, Ste.6 #167
Summerville South Carolina 29483
Ph. 843-437-7901

POINTS AND AUTHORITIES:

1. "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
2. "Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action." Melo v. US, 505 F2d 1026.
3. The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings." Hagans v Lavine, 415 U. S. 533.
4. "**Jurisdiction can be challenged at any time** and in the case of Lopez it was a jury trial which was **declared void for want of jurisdiction**. If it [jurisdiction] doesn't exist, it cannot justify conviction or judgment. ...without which power (jurisdiction) the state CANNOT be said to be "sovereign." At best, to proceed would be in "excess" of jurisdiction which is as well fatal to the State's/ USA's cause. Broom v. Douglas, 75 Ala 268, 57 So. 860 the same being jurisdictional facts FATAL to the government's cause (e.g. see In re FNB, 152 F 64).

   A judgment rendered by a court without personal jurisdiction over the defendant is void. It is a nullity. [A judgment shown to be void for lack of personal service on the defendant is a nullity.] Sramek v. Sramek, 17 Kan. App. 2d 573, 576-77, 840 P.2d 553 (1992), rev. denied 252 Kan. 1093 (1993).

   "A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well established law that a void order can be challenged in any court" OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).

   "There is no discretion to ignore lack of jurisdiction." Joyce v. U.S. 474 2D 21

   "Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted." Latana v. Hopper, 102 F. 2d 188;Chicago v. New York 37 F Supp. 150

   "The law provides that once State and Federal Jurisdiction has been challenged, it must be proven." Main v. Thiboutot, 100S. Ct. 2502 (1980)

   "Jurisdiction can be challenged at any time." and "Jurisdiction, once challenged, cannot be assumed and must be decided." Basso v. Utah Power & Light Co. 495 F 2d 906, 910.

   "Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal." Hill Top Developers v. Holiday Pines Service Corp. 478 So. 2d. 368 (Fla 2nd DCA 1985)

   "Once challenged, jurisdiction cannot be assumed, it must be proved to exist." Stuck v. Medical Examiners 94 Ca 2d 751. 211 P2d 389.

   "There is no discretion to ignore that lack of jurisdiction." Joyce v. US, 474 F2d 215.

   "The burden shifts to the court to prove jurisdiction." Rosemond v. Lambert, 469 F2d 416.

   "A universal principle as old as the law is that proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732.

"Jurisdiction is fundamental and a judgment rendered by a court that does not have jurisdiction to hear is void ab initio." In Re Application of Wyatt, 300 P. 132; Re Cavitt, 118 P2d 846.

"Thus, where a judicial tribunal has no jurisdiction of the subject matter on which it assumes to act, its proceedings are absolutely void in the fullest sense of the term." Dillon v. Dillon, 187 P 27.

"A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act, and a court must have the authority to decide that question in the first instance." Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S.Ct. 1409.

5. Where a court failed to observe safeguards, it amounts to denial of due process of law, court is deprived of juris." Merritt v. Hunter, C.A. Kansas 170 F2d 739. "A departure by a court from those recognized and established requirements of law, however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction." Wuest v. Wuest, 127 P2d 934, 937.

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

Wilmington Savings Fund Society FSB as Trustee, Plaintiff(s), vs. **Nelson L. Bruce (an individual): on behalf of** the NELSON L BRUCE ESTATE (A NON-INDIVIDUAL), et al. Defendants(s).	Case NO. 16-CP-18-1678 **MOTION:** **PRE-TRIAL DISCOVERY JURISDICTION CHALLENGE NOTICE OF FADUCIARY DUTIES**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this motion has been electronically mailed to all parties listed below:

FILED-RECORDED
2018 JUL 23 PM 5:00
ALBERTELI LAW
CLERK OF COURT
DORCHESTER COUNTY

Respectfully Presented,

Addressed to:

ALBERTELI LAW
Attention: William S. Koehler (Attorneys for Defendants)
201 Main Street, Suite 1450
Columbia, South Carolina 29201
Certified Mail #: 7017 2400 0000 3330 9780

"Without Prejudice"

Nelson L. Bruce 7-23-2018

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
PMB 1605 Central Avenue, Ste.6 #167
Summerville South Carolina 29483
Ph. 843-437-7901

STATE OF SOUTH CAROLINA COUNTY OF DORCHESTER Wilmington Savings Funds Society, FSB, Trustee Plaintiff, vs. Nelson L. Bruce; ect al. Defendant.	)	IN THE COURT OF COMMON PLEAS 1st JUDICIAL CIRCUIT CASE NO.: 16-CP-18-1678 **MOTION AND ORDER INFORMATION** **FORM AND COVERSHEET**

FILED
2018 AUG 23 PM 5:04
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff's Attorney: William S. Koehler, Bar No. SC Bar 74935 Address: 1201 Main Street, Suite 1450 Columbia, SC 29201 Phone: (803) 828-0880 Fax _____ E-mail: wkoehler@alaw.net Other: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax_____ E-mail: _____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: motion to vacate/set Aside Judgment/order - September 15, 2017 order
Estimated Time Needed: 2hrs 3[redacted] Court Reporter Needed: ☒YES/☐ NO Audio recording requested

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 [redacted] for ☐ Plaintiff /☒ Defendant

8-23-2018
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ Fill out form SSA-445 to calcat Service Fee/ form Attached
☐ 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, SCRCP)
☐ 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: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

FILE ON DEMAND

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, vs. Nelson L Bruce Defendant.	**Case NO. 16-CP-18-1678** **MOTION TO VACATE/SET ASIDE JUDGMENT/ORDER PURSUANT TO SC.R.CIV.P. 60(b), JURISDICTION CHALLENGE, AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (445 FORM)**

Motion for Relief from Judgment Pursuant to SC.R.Civ.P. 60(b).

This motion is brought pursuant to ***SC.R.Civ.P.60(b),*** Defendant Nelson L. Bruce, Propria Persona, Sui Juris, the beneficial owner of the PUBLIC TRUST, hereby moves the Court to vacate the judgment entered on **September 15, 2017**, denying him relief on his motion to dismiss and requests a further dismissal of the unlawful foreclosure proceedings in this Court. In particular, the Court order stated that the Defendants Motion to Dismiss be denied because Bank of America, N.A.(from here on to be referenced as Bank of America) has pled a cause of action that they are the true holders in interest as successor to Countrywide. Accordingly, the Court's denial of the Defendants' motion was based on the assumption that Bank of America has standing because of their allegations in their "unverified" complaint of being the true holders in interest as successor to

Countrywide was incorrectly decided and without consideration of the **Exhibits/Evidence A-D** filed on the record in support of the Defendants motion to dismiss. This motion is supported by the record herein, and by Defendant's and Plaintiff's **Exhibits A-G** which are already filed on the record and incorporated in this motion by reference and including Exhibits-H filed with this motion and is proper. This Court should review and consider this motion and grant relief as requested on the grounds stated in this motion and as set forth below, after consideration of the motion, vacate this judgment and grant the relief requested in this motion for the following reasons:

I. STATEMENTS OF FACT PERTAINING TO SC.R.CIV.P 60(b)(1), (3),(4)

1. On **September 13, 2017** Defendant Nelson L. Bruce made an appearance on his motion to dismiss which was denied. As stated by the Plaintiff's Attorney at this hearing who **"testified"** on behalf of their client that they are the real parties in interest in possession of both the note and mortgage who would bring forth the original instruments bearing the Defendant's wet ink signature at a later date, **see...transcript for the September 13, 2017** hearing which is hereby incorporated by reference in this motion. The Plaintiff's attorney did not verbally state at this hearing that their clients are the holders in interest as successor to Countrywide for which the presiding Judge has alleged in their order dismissing this motion to dismiss by the defendant, it only alleges this in the initial compliant and as of this motion, there is no evidence to support their allegations, no facts on the record or before this court. This would indicate that the presiding Judge reviewed **Bank of America's** (the Plaintiff at the

time this matter was heard) filed allegations which are not facts validated and verified before this court, just hearsay and this court may have by pure inadvertence ignored the filings by the Defendant and seem to be showing signs of being prejudice towards the Defendant by neglecting **("excusable" or otherwise)** to review or consider his Exhibits, evidence, memorandums and support letters filed on the record in support of his motion to dismiss but are reviewing and considering the Plaintiff's filings on the record therefor defendant objects to any and all allegations, statements, assumptions without facts supported by evidence stated by the Plaintiff and their attorney and the presiding Judge in regards to this matter and the claims brought forth by the Plaintiff, this objection is hereby incorporated by reference in this motion and this matter.

2. I must object to the attorneys of record for the Plaintiff's. **I must challenge** these individuals as I just found out that **Bank of America** and **Wilmington Savings Fund Society, FSB as trustee** (both previous and substituted Plaintiff's) **"Do Not"** have a contract with this company (the company these attorneys are operating under). They are not proper representatives of the Defendant, in fact, I must bring to this courts attention that **attorneys cannot testify nor can they offer up any evidence** on behalf of their client **(See...Trinsey vs. Pagliaro)** and I must properly present to this court that no evidence have been placed before this court in opposition to anything that I have placed before this court. An attorney for the Plaintiff cannot admit evidence into the Court, he is either an attorney or a witness, **"Trinsey vs. Pagliaro, supra, at 647."** The Plaintiff

has not appeared on the record and the response on the record is not a response by the client and is not signed by the client, only the attorney who has no contract with the Plaintiff to respond on their behalf. There is no power of attorney on the record for the Plaintiff's and the attorneys giving them the authority and permission to respond on their behalf and there must be one otherwise there is no proper response on the record in this matter. For these reasons, I must object any and all responses placed on the record by the alleged attorneys for the Plaintiff's on all the grounds of the objections referenced in this motion. I request that the Attorneys for the Plaintiff's within **10 days** of receipt of this motion disclose and produce on the record a certified true and correct copy of their contracts with the Plaintiff's and a certified true and correct copy of their power of attorney with the Plaintiff's (each Plaintiff they claim to represent) giving them the authority to respond on their behalf which can identify the exact time and date of the occurrences between the parties giving them such authority in regards to the contracts and power of attorneys that maybe produced. This is to include, any and all terminated contracts, terminated power of attorneys, consent agreements, emails with notes, physical mailings, and electronic correspondences and is also to be construed as a validation request. This is a self-executing notification/agreement for the Attorneys of record and if you disagree with this agreement and the environment of this presentment you must contest within 10 calendar days from the date of receipt via binding arbitration specifying and detailing your reasons for contesting this agreement. Your failure to specifically contest within 10 calendar days will equate to your acknowledging the agreement and of your responsibilities to said agreement. Failure to commit to binding

arbitration and/or the orders of the arbitrator shall immediately forfeit any and all rights and be in immediate default with full liability and recourse and an admittance by your silence before this court that no such contract exists nor power of attorneys and all pleadings and responses filed on the Plaintiff's behalf were filed without the Plaintiffs authority, knowledge, consent and are un-authorized and void by law and shall be acknowledged and evidenced as such. **"Certified" means an exact true and correct copy of the original documents where the individual producing the copy certifies under oath that they have firsthand knowledge of the documents and its contents and that the records being produced are true, correct and accurate.**

3. According to the Judges order denying Defendants motion to dismiss, the reason the Defendants motion was denied was because the Plaintiff pled that they were the holders in interest as successor to Countrywide. On the contrary, this alleged mortgage has been allegedly sold and pooled in mortgage backed securities multiple times and therefore could not be the asset of Countrywide especially at the time of this hearing or the filing of the Plaintiff's initial complaint therefor any allegations for Bank of America to claim interest because they are the successor in interest is not and could not be valid to have standing to bring forth this unlawful action evidenced by Bank of America correspondence (**Exhibits - H which is a letter alleging Ginnie Mae to be the investor/creditor before they allegedly became the alleged lender/creditor).** This judgment/order is clearly a mistake and based off of the reasons stated by the presiding judge on this order, the Judge erred in their decision denying the motion to dismiss and also because of the facts stated below:

a) Evidenced by the Plaintiff's **Exhibit – A** (alleged assignment of mortgage which Defendant objects to and is not a certified copy) filed by the Attorney of record for **Bank of America,** document referencing a Substitution of Plaintiff **(Wilmington Savings Fund Society, FSB as Trustee of Stanwich Mortgage Loan Trust C)** filed **March 23, 2018** evidences that **Bank of America** did not have standing as of the date the motion to dismiss was heard, the alleged true holders in interest at the time of the motion to dismiss was heard based on just the alleged assignment filed on the record was **WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE OF STANWHICH MORTGAGE LOAN TRUST C,** ("the alleged trustee of the alleged trust the alleged mortgage is pooled under.") The Plaintiff and their Attorney(s) were not representing the proper parties, were not the true parties in interest, failed to properly notify the court at the time the motion to dismiss was heard when asked **(see...hearing transcript for details),** and have produced fraud upon the court by making false conclusory allegations before this court that were not true or correct at the time this motion to dismiss was heard with the intent to continue this unlawful foreclosure action as the alleged true parties in interest which they were not and are not, in order to avoid this case being dismissed at that time and a brand new lawsuit filed. The alleged attorneys for the Plaintiff's knew that interest was allegedly transferred at the time of the hearing **(evidenced by Carrington Mortgage Services, LLC Servicing Notes which can be produced to the court upon request)** but in neglect **("excusable or otherwise),** chose to "testify" that **Bank of America** was the true parties in interest, the holders in interest which as evidenced above was not true or correct and a complete lie and the attorney of record misrepresented this to the court at the time this motion to dismiss was heard.

b) The previous Plaintiff, **Bank of America** never had standing to bring forth this unlawful foreclosure action and no evidence has been placed before this court to validate and verify that they had standing at the time the complaint was filed therefor this case should have been dismissed.

c) The alleged mortgage loan is a government loan insured by the government which has Mortgage Insurance that protects the Lender or creditor at the time in case of a Default by the alleged borrower. The alleged creditor/lender/investor is required to apply for the insurance since they have documented a default and are to provide a letter stating they were denied and the reason why they were denied. A foreclosure action is a last option if they are denied the insurance claim as a result of the default as long as they can prove they have perfected interest to qualify for the insurance claim, not the first option therefor if they were not able to prove they have perfected interest to qualify for the claim this means they do not have a perfected interest and therefor do not have standing and this matter must be dismissed with prejudice.

d) The alleged 3 copies of Note(s) that were sent to the Defendant and the allege assignment of mortgage from **MERS** is evidence of constructive fraud through a scheme from these banks known as robo-signing and robo-stamping. The parties have no interest in the mortgage or the mortgage note and no interest can be transferred through these fraudulent acts of constructive fraud evidenced by the 3 alleged copies of the notes that were willfully sent to the Defendant to alleged they had the original bearing the Defendant's wet ink signature evidenced as **Exhibits – H** and the reference assignment of mortgage by

an alleged assistant secretary of MERS referenced in the Plaintiffs initial complaint. There should not be 3 different version of the same alleged mortgage note therefor neither Plaintiffs are in possession of the original note(s) bearing the Defendants wet ink signature and Defendant objects to the authenticity of these alleged copies and any and all other copies that maybe placed before this court by the plaintiff's and their alleged attorneys that are not the original bearing the Defendants wet ink signature that Defendant has not physically inspected and that has not been physically inspected by a forensic auditor for originality and authenticity. These copies are not copies of the original note bearing his wet ink signature and defendant does not recall signing these, they are not his signatures therefor I object and this objection is hereby incorporated in this motion and this matter by reference and is continual until physically inspected by him and a forensic auditor.

e) The mortgage in this case shows Mortgage Electronic Registration Systems, Inc. (MERS) to be the mortgagee. MERS has no authority to assign the Note to any party, they are not in physical possession of the alleged note, and are not stated on any alleged instruments which would give them authority to assign any original notes bearing the Defendant's wet ink signature. The idea that the Mortgage follows the Note is one which has been repeatedly confirmed by our courts. "'South Carolina recognizes the 'familiar and uncontroverted proposition' that 'the assignment of a note secured by a mortgage carries with it an assignment of mortgage. However, ***Carpenter v. Longan, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872),*** quoted by Plaintiffs' counsel in this oral argument and brief, clearly supports the notion that the Plaintiff must clearly own the Note and the

Mortgage to foreclose on the property. At the time of this motion, there is no sufficient evidence on the record that shows either party holds and owns both the Note bearing the Defendant's wet ink signature and Mortgage through physical delivery to them and without acts of constructive fraud. The previous Plaintiff has alleged that they are in possession of the note but fails to state how they physically became in possession of the original note bearing all parties wet ink signatures, and since we have confirmed and established that **MERS** does not have the authority to assign the Defendants Note to the Plaintiff as alleged in the mortgage assignment from **MERS**, and that the assignments were completed through a process known as "**Robo-signing and Robo Stamping**," neither Plaintiffs have the authority to bring forth a foreclose nor assign any rights for which they do not have to any other parties to claim an alleged interest.

f) The alleged **MERS** Assignment to **Bank of America** has no effect as it was signed by someone who was an employee of **Bank of America** and not **MERS,** and **MERS** did not order the assignment to **Bank of America** therefor the alleged assignment and any other assignments are **void** by law.

g) The alleged mortgage assignment to **Wilmington Savings Fund Society, FSB as Trustee** was completed and signed by an employee of **Carrington Mortgage Services, LLC** evidenced by **Exhibits - H** (Affidavit of the individual who signed created and recorded the alleged mortgage assignment) who has an alleged power of attorney over Bank of America but no such Power of Attorney has been filed on the county record to give them authority to assign this alleged mortgage on behalf of Bank of America over to a new party.

h)

i) The alleged mortgage assignment to **Wilmington Savings Fund Society, FSB as Trustee** was completed and signed by an employee of **Carrington Mortgage Services, LLC** who has an alleged power of attorney over both Principles (the assignee and assignor) which are both in effect at the time of the alleged assignment thereby creating a conflict of interest in regards to the alleged mortgage assignment evidenced by Substitute Plaintiff's **Exhibits – A.**

j) There is a valid and current estoppel in effect evidenced by the Defendant's **exhibits A-H** filed on the record which documents the Plaintiff's defaults because they chose to either remain silent or not to properly respond in the timeframe required by law for example, there was a rescission by the defendant, this notice of rescission which has not been responded to in the required 20 days from receipt as required by TILA which is effective upon delivery, voiding out and cancelling any and all security instruments that the alleged Plaintiffs are trying to utilize to give them the authority to bring forth an unlawful foreclosure action and are in neglect, **("excusable" or otherwise)** of the rescission … evidenced by **exhibits E-F** filed on the record on **September 13, 2017** with Defendants memorandum of law and **exhibits A-D** which evidences the Plaintiff's continued defaults in violation of the **TILA, FDCPA, FCRA** and similar State consumer laws which the Plaintiffs are to cease and desist from any collection effort until the debt has been validated and verified as they are debt collectors who are required to follow these consumer laws that protect the consumers (the Defendant). Til the date of this filing, the Plaintiff's have never provided me anything stating it was true and correct under oath,

never provided me anything attested to under penalty of perjury as required for validation and verification of the alleged debt therefor the Plaintiffs' have not validated nor verified this alleged debt, have no authority to bring forth this unlawful foreclosure action and this unlawful action should be dismissed with prejudice. Plaintiff also invokes the doctrines of **"equitable tolling,"** the doctrine of **fraudulent concealment,** and the **discovery rule doctrine** in regards to any statute of limitation claims as these doctrines extend the statute 3 years from the date of discovery because of the evidence of constructive fraud which discovery is still on going. Defendant also explicitly reserves and retains all his natural rights within this motion to bring forth any and all claims under TILA, FDCPA, FCRA, any and all STATE and Consumer laws and any other laws applicable to the laws each Plaintiff and any other organization connected with this alleged mortgage debt and the Plaintiffs' organization rather connected to or contracted with for which they have violated either one of these laws for which have not yet been addressed and will soon be addressed in this case or a new case and this is a notice that the Defendants natural rights have been explicitly reserved and retained.

k) This matter involves an alleged mortgage account and the Plaintiff has referenced alleged items in regards to an alleged mortgage account but has failed to verify this complaint in violation of ***SC.R.Civ.P.9 (i)*** which states when an account must be verified.

SC.R.Civ.P.9 (i) states, "**Verification of Account.** In an action on an account the pleader shall attach a verified copy of the account to the pleading, or if the items of the account are set forth in the pleading, it must be verified."

FDCPA 15 SC 1692g § 809. Validation of debts

(a) Notice of debt; contents
Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing --

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain **verification** of the debt or a copy of a judgment against the consumer and a copy of such **verification** or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts
If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

(c) Admission of liability
The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

(d) Legal pleadings
A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a).

(e) Notice provisions
The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by title 26, title V of Gramm-Leach-Bliley Act [15 U.S.C. 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section.

Legal Definitions of Validation and Verification:

Legal Definition of Validation - To validate is to prove that something is based on truth or fact, or is acceptable.

Legal Definition of Verification - Verification is the legal context refers to a declaration under oath or upon penalty of perjury that a statement or pleading is true. The verification is located at the end of a document. If a complaint is verified then the answer to the complaint must be verified.

FDCPA Section 803 (6)

The term "debt collector" means any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts. For the purpose of section 1692f(6) of this title, such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests.

II. <u>Questions of State Court to respond to and answer with Detailed Specificity and under oath on the record</u>

4. South Carolina Rule of Civil Procedure 9(i) states "**Verification of Account.** In an action on an account the pleader shall attach a verified copy of the account to the pleading, or if the

items of the account are set forth in the pleading, it must be verified." This matter involves an alleged mortgage account and the Plaintiff has referenced alleged items in regards to an alleged mortgage account, should this complaint have been verified at the time of filing according to this rule? If this is the case, shouldn't this foreclosure matter be dismissed since it has not been validated nor verified by the pleader at the time of the filing evidenced by the record?

5. If the answer to the preceding question is no, that the matter does not need to be verified as it involves an alleged "mortgage account" then please explain with DETAILED SPECIFICITY under oath on the record the reasoning and intent with reference to this **rule 9(i).**

6. All Plaintiff's previous and current and even the attorneys of record are debt collectors trying to collect an alleged debt from the consumer (the Defendant) on behalf of another party, and are currently in default because they have not validated nor verified this alleged debt evidenced by the Defendants presentments evidenced by **exhibits A-G and according to the FDCPA they are required by law to validate and verify this alleged debt,** also since the Plaintiffs never validated and verified this alleged debt evidenced by their defaults is this not an automatic Estoppel of the proceedings in this matter? Please explain with DETAILED SPECIFICITY under oath on the record.

7. Since the federal government has stated officially that legal tender has no value in the United States during the pending bankruptcy since 1933 – "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..." see...**https://www.treasury.gov/resource-**

center/faqs/Currency/Pages/legal-tender.aspx an official website of the United States Government. The state must provide a remedy for the current crisis, am I to understand that this court does not recognize the obligations of government, and that all debt in the United States is construed as a "government obligations?"

8. If the answer to the preceding question is no, that the matter did not involve a "government obligations," then please explain with DETAILED SPECIFICITY under oath on the record the congressional intent with reference to the following congressional notes of the Congressional record for the enactment of the March 9, 1933 **EMERGENCY ECONOMIC BANKING RELIEF ACT:**

- **"The ownership of all property is in the state. " Senate Document No.43, 73rd Congress, 1st Session:**
- **"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. It will represent a mortgage on all the homes, and other property of the people of the nation." Congressional Record, March 9, 1933 on HR 1491 p.83; See...12 USC 411?**

9. Am I correct in understanding that the government is supposed to supply and provide a remedy to the national community otherwise known as the people?
10. How can someone claim ownership of my property when it is the states, and the state needs to foreclose on my property and since it is a Government property how come no one contacted the Attorney General?
11. Does this body recognize equity?
12. Am I not entitled to equitable relief?
13. Is a stay request in proceedings such as this not considered an equitable request?

However, even if I were to have been asking for administrative relief, this court was to have recognized the rules of equity, that equity must bring equity. The clerks of the court including commissioners and/or judicial pro tem's cannot make judicial decisions and/or judicial determinations, without consent as neither of them are elected officials, elected by the people to the positions of judgeship, if my presentments are unacceptable in light with the table of authorities aforementioned, please be specific, if not I must insist that you stop interfering with my right to access the court.

III. Lack of jurisdiction of the court (Jurisdiction Challenge):

14. The courts practices and engagements in commercial business strips it of sovereign capacity, if the court chooses to ignore our rights at **Common-Law** we further exercise our right and

HEREBY challenge the court's jurisdiction and have it prove that this matter is not associated with **CRIS**, and that this matter is not being co-mingled with commercial business.

15. The state court cannot determine its own jurisdiction, [1, 4, 5] the state court is required to state the jurisdictional prerequisites on the record, and we **HEREBY challenge** the court's jurisdiction. Jurisdiction may be challenged at any time even on appeal, and once jurisdiction has been challenged it must be proved to exist. [2, 4]
16. This court has not established Jurisdiction, never prove jurisdiction on the record as required by the rules of civil procedure. [3, 4]
17. I request that a copy of Judge Diane S. Goodsteine and any and all attorneys of record in this case produce a copy of your "Registration Statement" on the record in this case which you are required to file Pursuant to the **Foreign Agents Registration Act of 1938 (FARA).** According to this act and the referenced form, this statement is mandatory for Attorneys and

Judges to fill out and file according to section **"7"** of this form and it must be disclosed to the public when requested according to this Privacy Act. I also request proof from each individual regarding the filing of this statement which to validate the exact date when each referenced party completed and filed this statement with the **D.O.J. (Department of Justice).** If the parties for which a copy of this registration is being requested cannot prove and produce on the record in this case 10 days from the filing of this motion evidence that you filed this statement in the time period required under this act for this case that this case be dismissed with prejudice because you do not have jurisdiction and/or standing to hear this matter or represent any party to this case. **See...Exhibits – H** (example of this form which is being requested)

IV. Defendant requests the following relief

Defendant requests that once this court places the jurisdictional prerequisites on the record in this case to prove they have jurisdiction that the Judgment/Order placed on **September 15, 2017** be vacated, the unlawful foreclosure be dismissed with prejudice against all parties both known and unknown, and that this court remand the remaining claims which are the Defendant's Counterclaims/Countersuit back to District Court with direction for the Defendant to amend his suit as the new Plaintiff and address new issues as there are new facts and violations regarding the previous and new parties who are now coming forth and or provide direction for the defendant to consolidate his countersuit/counterclaims with any other lawsuits that maybe pending with the district court at the time of this order in regards to this matter as the Defendant explicitly reserves and retains any and all his natural rights, claims alleged in his countersuit/counterclaims by reference and

hereby exercises these rights and reserves his claims and rights in this motion by reference and further relief as the Court may deem fit and proper.

V. Conclusion

For all the reasons set forth above, it is respectfully requested that this Court grant the relief requested in this motion.

RESPECTFULLY PRESENTED,

Without Prejudice"

Nelson L. Bruce 8-23-2018

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

POINTS AND AUTHORITIES:

1. "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
2. "Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action." Melo v. US, 505 F2d 1026.
3. The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings." Hagans v Lavine, 415 U. S. 533.
4. "**Jurisdiction can be challenged at any time** and in the case of Lopez it was a jury trial which was **declared void for want of jurisdiction**. If it [jurisdiction] doesn't exist, it cannot justify conviction or judgment. ...without which power (jurisdiction) the state CANNOT be said to be "sovereign." At best, to proceed would be in "excess" of jurisdiction which is as well fatal to the State's/ USA's cause. Broom v. Douglas, 75 Ala 268, 57 So. 860 the same being jurisdictional facts FATAL to the government's cause (e.g. see In re FNB, 152 F 64).
A judgment rendered by a court without personal jurisdiction over the defendant is void. It is a nullity. [A judgment shown to be void for lack of personal service on the defendant is a nullity.] Sramek v. Sramek, 17 Kan. App. 2d 573, 576-77, 840 P.2d 553 (1992), rev. denied 252 Kan. 1093 (1993).
"**A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well established law that a void order can be challenged in any court**" OLD WAYNE MUT. L. ASSOC. v. McDONOUGH, 204 U. S. 8, 27 S. Ct. 236 (1907).
"**There is no discretion to ignore lack of jurisdiction.**" Joyce v. U.S. 474 2D 21
"**Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted.**" Latana v. Hopper, 102 F. 2d 188;Chicago v. New York 37 F Supp. 150
"**The law provides that once State and Federal Jurisdiction has been challenged, it must be proven.**" Main v. Thiboutot, 100S. Ct. 2502 (1980)
"**Jurisdiction can be challenged at any time." and "Jurisdiction, once challenged, cannot be assumed and must be decided.**" Basso v. Utah Power & Light Co. 495 F 2d 906, 910.
"**Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal.**" Hill Top Developers v. Holiday Pines Service Corp. 478 So. 2d. 368 (Fla 2nd DCA 1985)
"**Once challenged, jurisdiction cannot be assumed, it must be proved to exist.**" Stuck v. Medical Examiners 94 Ca 2d 751. 211 P2d 389.
"**There is no discretion to ignore that lack of jurisdiction.**" Joyce v. US, 474 F2d 215.
"**The burden shifts to the court to prove jurisdiction.**" Rosemond v. Lambert, 469 F2d 416.
"**A universal principle as old as the law is that proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property.**" Norwood v. Renfield, 34 C 329; Ex parte Giambonini, 49 P. 732.
"**Jurisdiction is fundamental and a judgment rendered by a court that does not have jurisdiction to hear is void ab initio.**" In Re Application of Wyatt, 300 P. 132; Re Cavitt, 118 P2d 846.
"**Thus, where a judicial tribunal has no jurisdiction of the subject matter on which it assumes to act**, its proceedings are absolutely void in the fullest sense of the term." Dillon v. Dillon, 187 P 27.
"**A court has no jurisdiction to determine its own jurisdiction, for a basic issue in any case before a tribunal is its power to act**, and a court must have the authority to decide that question in the first instance." Rescue Army v. Municipal Court of Los Angeles, 171 P2d 8; 331 US 549, 91 L. ed. 1666, 67 S.Ct. 1409.
5. Where a court failed to observe safeguards, it amounts to denial of due process of law, court is deprived of juris." Merritt v. Hunter, C.A. Kansas 170 F2d 739. "A departure by a court from those recognized and established requirements of law, however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction." Wuest v. Wuest, 127 P2d 934, 937.

FILE ON DEMAND

IN THE COURT OF COMMON PLEAS COURT OF DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

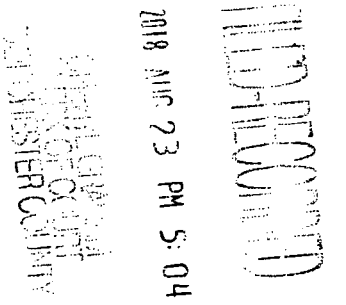
Wilmington Savings Fund Society, FSB as Trustee of Stanwich Mortgage Loan Trust C Plaintiff, vs. Nelson L Bruce Defendant.	**Case NO. 16-CP-18-1678** **MOTION TO VACATE/SET ASIDE JUDGMENT/ORDER PURSUANT TO SC.R.CIV.P. 60(b), JURISDICTION CHALLENGE, AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (445 FORM)**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this motion and **57 pages** of **Exhibits - H** has been electronically mailed to all parties listed below:

Respectfully Presented,

Addressed to:
ALBERTELLI LAW
Attention: William S. Koehler (Attorneys for Defendants)
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Certified Mail #: 7017 2400 0000 3330 9711



"Without Prejudice"

Nelson L. Bruce 8-23-2018

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

Exhibits/Evidence

Detailed Schedule of Exhibits - H:

1. Copy of current online case details (3 pages);
2. Copy of correspondence from Bank of America alleging who the Investor/Creditor is (2 pages);
3. Copies of the 3 alleged notes which is evidence of constructive fraud (6 pages);
4. Copy of Affidavit by Chris Lechtanski (7 pages including certificate of acknowledgement);
5. Copy of Affidavit/debt validation and verification presentment to Wilmington Savings Fund Society, FSB (9 pages including Notary's Certificate of Service);
6. Copy of Notice of Fault in Dishonor Opportunity to Cure to Wilmington Savings Fund Society, FSB (3 pages including Notary's Certificate of Service);
7. Copy of Notice of Default in Dishonor to Wilmington Savings Fund Society, FSB (3 pages including Notary's Certificate of Service);
8. Copy of Return Receipts verifying that Wilmington Savings Fund Society, FSB received the Presentments (2 pages);
9. Example copy of "Registration Statement" (7 pages);
10. Copy of Affidavit/debt validation and verification presentment to Albertelli Law as alleged Representative for Bank of America, N.A. (7 pages including Notary's Certificate of Service);
11. Copy of Notice of Fault in Dishonor Opportunity to Albertelli Law (2 pages);
12. Copy of Notice of Fault in Dishonor Opportunity to Albertelli Law (3 pages including Notary's Certificate of Service);
13. Copy of Return Receipts verifying that Albertelli Law received the Presentments (2 pages);
14. Copy of SSA-445 (7 pages)

57 pages total including this cover sheet

FILED
2018 NOV 23 PM 5:04
CHARLOTTE COUNTY
CLERK OF COURT
PUNTA GORDA, FLORIDA

EXHIBIT - H

Dorchester County
First Judicial Circuit
Public Index

FILED-RECORDED
2018 AUG 23 PM 5:04
CLERK OF COURT
DORCHESTER COUNTY

[redacted]

Wilmington Savings Fund Society FSB as Trustee of Stanwich M , plaintiff, et al VS Nelson L Bruce , defendant, et al

Case Number:	2016CP1801678	Court Agency:	Common Pleas	Filed Date:	08/19/2017
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Jury
Status:	Appeal	Assigned Judge:	Clerk Of Court C P, G S, And Family Court		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:		Restore Reason:	Reopened Case
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Bruce, Nelson L	Amended Motion/Pre Trial Discovery	Motion		07/23/2018-17:05		
Bruce, Nelson L	Motion/Pre Trial Discovery Jurisdiction	Motion		07/20/2018-17:02	07/20/2018-17:02	
Bruce, Nelson L	Notice of Removal to US District Court	Filing		05/23/2018-15:47		
Bruce, Nelson L	Order from US District Court	Order		05/23/2018-14:29	05/23/2018-14:29	
Bruce, Nelson L	Notice of Removal from 6/25/18 Roster	Filing		05/23/2018-10:58		
Bruce, Nelson L	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Filing		05/23/2018-10:57		
Koehler, William S.	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/23/2018-09:07		
Murrell, Henry Guyton	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/23/2018-09:07		
Easton, Tracey C.	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/23/2018-09:07		
Easton, Tracey C.	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/22/2018-14:20		
Murrell, Henry Guyton	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/22/2018-14:20		
Koehler, William S.	6/25/2018_JURY_Roster /Notice of Case Roster Publication Sent	Action		05/22/2018-14:20		
Bruce, Nelson L	Response/Objections to Plaintiff's Answer	Filing		03/27/2018-08:45		
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Order to Substitute Plaintiff	Filing		03/23/2018-09:30	03/23/2018-09:30	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Reply/Reply to Answre and Counterclaim	Filing		03/01/2018-12:59		
Bruce, Nelson L	Remand from District Court	Order		02/26/2018-14:55	02/26/2018-14:55	
Bruce, Nelson L	Form 4 Order (on Motion for Entry of Default)	Order		11/15/2017-08:12	11/15/2017-08:12	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Due & Diligent Search on Capital Return Investm	Filing		11/14/2017-11:54		
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	"Clerk's error" Changed file type from non-jury to jury	Filing		10/27/2017-09:04		
Bruce, Nelson L	Motion/Entry of Default	Motion		10/26/2017-16:53	10/26/2017-16:53	
Wilmington Savings Fund Society FSB as Trustee of	Affidavit of Non Service on Capital Return Investments,	Filing		10/24/2017-11:04	09/28/2017-11:04	

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Stanwich M	LLC					
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Amended Affidavit of Non Service on Capital Return Investmen	Filing		10/13/2017-15:05	09/28/2017-15:05	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Capital Return Investments, LLC	Filing		10/05/2017-13:54	09/28/2017-13:54	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Due Diligence on Charleston Area CDC	Filing		10/05/2017-13:54	09/28/2017-13:54	
Bruce, Nelson L	Notice/Removal to District Court	Filing		09/28/2017-15:38	09/28/2017-15:38	
Bruce, Nelson L	Amended Response and Countersuit	Filing		09/25/2017-11:36	09/28/2017-11:36	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Capital Return Investments, LLC	Filing		09/19/2017-14:14	09/28/2017-14:14	
Bruce, Nelson L	Order Denying/Motion to Dismiss for Lack of Standing	Order		09/18/2017-09:13	09/18/2017-09:13	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Charleston Area CDC	Filing		09/13/2017-15:56	09/28/2017-15:56	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Charleston Area CDC	Filing		09/13/2017-15:01	09/28/2017-15:01	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Plfs Return to Defs Motion to Dismiss	Filing		09/13/2017-11:05	09/28/2017-11:05	
Bruce, Nelson L	Supporting Letter to Motion to Dismiss	Filing		09/13/2017-10:31	09/28/2017-09:39	
Bruce, Nelson L	Memorandum of Law in support of brief	Filing		09/13/2017-10:30	09/28/2017-09:16	
Bruce, Nelson L	Answer & Counterclaim	Filing		09/13/2017-10:29	09/28/2017-09:15	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Notice/Notice of Hearing	Filing		09/05/2017-16:41	09/28/2017-16:41	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Amended Summons	Filing		09/05/2017-15:50	09/28/2017-15:50	
Easton, Tracey C.	9/13/2017_MOTION_Roster /Notice of Case Roster Publication Se	Action		08/30/2017-10:52	09/28/2017-10:52	
Koehler, William S.	9/13/2017_MOTION_Roster /Notice of Case Roster Publication Se	Action		08/30/2017-10:52	09/28/2017-10:52	
Murrell, Henry Guyton	9/13/2017_MOTION_Roster /Notice of Case Roster Publication Se	Action		08/30/2017-10:52	09/28/2017-10:52	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Certificate of Non Military Service	Filing		04/17/2017-16:20	09/28/2017-16:20	
Bruce, Nelson L	Motion to Dismiss for Lack of Standing/Exhibits A-D	Motion		04/03/2017-16:41	09/13/2017-16:41	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Order/Substitution of Counsel	Motion		03/28/2017-12:50	03/28/2017-12:50	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Nelson L. Bruce	Filing		02/21/2017-14:09	09/28/2017-14:09	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Capital Return Investements, LLC	Filing		02/06/2017-15:21	09/28/2017-15:21	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Nelson L. Bruce	Filing		02/06/2017-15:20	09/28/2017-15:20	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Capital Return Investments, LLC	Filing		01/30/2017-15:22	09/28/2017-15:22	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Nelson L. Bruce	Filing		01/30/2017-15:21	09/28/2017-15:21	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Order/Stay/FEMA	Motion		01/17/2017-14:56	01/17/2017-14:56	

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Montgomery, Andrew William	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/22/2016-14:31	01/17/2017-14:31	
Murrell, Henry Guyton	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/22/2016-14:31	01/17/2017-14:31	
Easton, Tracey C.	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/22/2016-14:31	01/17/2017-14:31	
Easton, Tracey C.	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/12/2016-15:00	01/17/2017-15:00	
Murrell, Henry Guyton	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/12/2016-15:00	01/17/2017-15:00	
Montgomery, Andrew William	1/9/2017_NJURY_Roster /Notice of Case Roster Publication Sent	Action		12/12/2016-15:00	01/17/2017-15:00	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Charleston Area CDC	Filing		10/27/2016-10:49	01/17/2017-10:49	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Capital Return Investments, LLC	Filing		10/14/2016-11:38	01/17/2017-11:38	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Nelson L. Bruce	Filing		10/14/2016-11:38	01/17/2017-11:38	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Charleston Area CDC	Filing		09/13/2016-11:31	01/17/2017-11:31	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Capital Return Investments, LLC	Filing		09/09/2016-14:22	01/17/2017-14:22	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service on Nelson L. Bruce	Filing		09/09/2016-14:22	01/17/2017-14:22	
South Carolina Housing Trust Fund	Answer	Filing		08/31/2016-16:29	01/17/2017-16:29	
SC Housing Corp	Answer	Filing		08/31/2016-16:01	01/17/2017-16:01	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit Of Service on Reminisce HOA, Inc.	Filing		08/30/2016-14:14	01/17/2017-14:14	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit of Non Service Capital Return Investments, LLC	Filing		08/26/2016-15:30	01/17/2017-15:30	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit Of Service on SC Housing Trust Fund	Filing		08/24/2016-16:25	01/17/2017-16:25	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Affidavit Of Service on SC Housing Corp.	Filing		08/24/2016-09:23	01/17/2017-09:23	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Notice of Foreclosure Intervention	Filing		08/22/2016-10:19	01/17/2017-10:19	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Lis Pendens Filed	Filing		08/19/2016-12:27	01/17/2017-12:27	
Wilmington Savings Fund Society FSB as Trustee of Stanwich M	Summons & Complaint	Filing		08/19/2016-12:19	01/17/2017-12:19	

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EXHIBIT H

Bank of America
Home Loans

Customer Service Department, CA6-919-01-41
PO Box 5170
Simi Valley, CA 93062-5170

Notice Date: July 20, 2015

Account No.: 202985786

Nelson L Bruce
144 Pavilion St
Summerville, SC 29483

Property Address:
144 Pavilion Street
Summerville, SC 29483

ABOUT YOUR HOME LOAN

Thank you for your recent inquiry regarding the investor, or owner of your loan.

WHAT YOU SHOULD KNOW

It is important that you understand the difference between the investor and the servicer of your loan:

- The servicer collects your mortgage payments, sends your billing statements, and provides the day-to-day servicing of your account on the investor's behalf.
- The investor owns your loan.

SERVICER INFORMATION

The loan servicer's role is to collect your mortgage payments, send billing statements, and provide day-to-day servicing of your account on the investor's behalf. Most inquiries and requests for your loan should be handled through your loan servicer Bank of America, N.A..

Bank of America, N.A. is authorized to handle most requests. In cases where Bank of America, N.A. does not have authority to make decisions or otherwise act independently on the investor's behalf in response to your request, Bank of America, N.A. will gather relevant information from you, consult with the investor about your request and communicate the decision.

If you have any questions regarding your loan or the servicing of your loan, you should always contact the servicer first at the telephone number or mailing address noted below.

Servicer's Name: Bank of America, N.A.
Servicer's Mailing Address **(for correspondence other than payments)**:

Customer Service Department, CA6-919-01-41
PO Box 5170
Simi Valley, CA 93062-5170

Servicer's Telephone Number: 1-800-669-6650

EXHIBIT - H

Please continue to send your loan payments to Bank of America, N.A. at the address below to ensure they are applied to your account.

Payment Processing, PO Box 15222
Wilmington, DE 19886-5222

INVESTOR INFORMATION

The investor, or owner of your loan, is the person or entity that is entitled to repayment of the loan. We've provided your investor information below for your reference. Please note that you should not send payments to your investor and that most inquiries and requests should be handled through your loan servicer as indicated above.

Investor's Name:	Government National Mortgage Association
Investor's Mailing Address:	*451 Seventh St., S.W.* *Washington, DC 20410*
Investor's Telephone Number:	1-202-708-2884

If you need further assistance, please call 1-800-669-6650.

We appreciate the opportunity to serve your home loan needs.

Jessie Hart
Home Loan Team
Bank of America, N.A.

EXHIBIT - H

Prepared by: ANESHA FRANKLIN

15262 - 2421

NOTE

Multistate

FHA Case No.
SC4614373516703

LOAN #: 202985786

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

EXHIBIT - H

CASE #: SC4614373516703 LOAN #: 202985786

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 (Seal)
NELSON L. BRUCE -Borrower

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

BY Laurie Meder
LAURIE MEDER
SENIOR VICE PRESIDENT

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Prepared by: ANESHA FRANKLIN

EXHIBIT - H

Multistate

NOTE

LOAN #: 202985786

FHA Case No.
SC4614373516703 .

MARCH 30, 2009
[Date]

144 PAVILION STREET, SUMMERVILLE, SC 29483-8444
[Property Address]

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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.

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(A) Time

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(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.

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☐ 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

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.

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

Nelson L. Bruce (Seal)
NELSON L. BRUCE -Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

_____ (Seal)
-Borrower

Prepared by: ANESHA FRANKLIN

IT IS HEREBY CERTIFIED THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF THE ORIGINAL COUNTRYWIDE BANK, FSB

BY:

EXHIBIT H

Multistate

NOTE

LOAN #: 202985786

FHA Case No.
SC4614373516703

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

EXHIBIT H

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.

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

Nelson L. Bruce (Seal)
NELSON L. BRUCE -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

EXHIBIT - H

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

In re:	Chapter 7
DAVID WALLACE PATRICK SR. and DEBORAH MARIE PATRICK,	Case No. 12-30997-5-MCR
Debtor.	**AFFIDAVIT**

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.:

Chris Lechtanski, being duly sworn, deposes and states:

1. I am an Assistant Vice President of Carrington Mortgage Services, LLC ("Carrington"), the current servicer of the subject mortgage, more specifically, a secured debt evidenced by a Note and Mortgage in the original principal balance of $128,981.00 dated July 12, 2007.

2. I have personal knowledge of the matters set forth herein or the facts set forth herein based upon my review of Carrington's business records, which records were made by myself or from information transmitted by a person with knowledge of the events described therein, at or near the time of the events described, and are kept in the ordinary course of the regularly conducted business activity of such person and/or Carrington, and it is the regular practice of Carrington, or such person to make such business records.

3. I submit this affidavit in opposition to the motion by debtors David Wallace Patrick Sr. and Deborah Marie Patrick (the "Debtors") for the imposition of sanctions of actual damages and attorneys' fees against Carrington and Bank of America, N.A.

EXHIBIT - H

("BofA") for alleged violations of the automatic stay and post-discharge injunction (the "Motion").

4. On or about July 12, 2007, the debtor David Wallace Patrick, Sr. (the "Borrower") borrowed the sum of $128,981.00 from United Northern Mortgage Bankers, Ltd. ("UNMB"). On that date, the Borrower executed a note evidencing the indebtedness to UNMB (the "Note") and a mortgage securing repayment of the note (the "Mortgage") against the real property commonly known as 7785 Vicki Lane, Baldwinsville, New York (the "Premises"). Copies of the Note and Mortgage are collectively annexed hereto as **Exhibit A**.

5. The Borrower defaulted in making the installment payment due and payable on May 1, 2009 pursuant to the terms of the Note, and each payment due monthly thereafter.

6. The Debtors filed the instant petition for relief under the provisions of Chapter 7 of the Bankruptcy Code on May-21, 2012 and thereafter obtained a discharge under 11 U.S.C. § 727 pursuant to an Order Discharging Debtor dated August 15, 2012 (the "Discharge Order"). A copy of the Discharge Order is annexed hereto as **Exhibit B**.

7. On May 1, 2013, the servicing rights of the subject mortgage debt were transferred from BofA to Carrington. Said transfer is evidenced by a correspondence dated May 10, 2013 (the "Hello Letter") and sent to the Borrower by Carrington. Although said notice is annexed to the Debtors' Motion as Exhibit "C", a full and complete copy of the Hello Letter is annexed hereto as **Exhibit C**.

8. Subsequently thereafter, Carrington sent the following correspondences relating to the mortgage debt to the Borrower: (1) a Notice of Single Point of Contact for

EXHIBIT - H

Borrower Assistance Notice dated May 22, 2013; (2) an Annual Escrow Account Disclosure Statement dated June 27, 2013; (3) a Notice Pursuant to Section 1304 of Article 13 of the New York Real Property Actions and Proceedings Law dated July 1, 2013; (4) a correspondence dated August 13, 2013 whereby the Borrower was notified of several loss mitigation programs potentially available to him; (5) a Home Affordable Modification Program solicitation noticed dated August 20, 2013; (6) Notice to Provide Fire Insurance dated September 4, 2013; (7) a correspondence dated September 25, 2013 whereby the Borrower was notified of several loss mitigation programs potentially available to him; (8) the Second and Final Notice of Fire Insurance Requirement dated October 4, 2013; and (9) a 14-day Pre-Foreclosure Notice dated October 15, 2013. Although portions of said notices are annexed to the Debtors' Motion as Exhibit "D", full and complete copies of the aforementioned notices are collectively annexed hereto as **Exhibit D**.

9. Upon application by the Debtors and pursuant to an Order Reopening Case and Setting Deadlines dated October 29, 2013, the instant bankruptcy proceedings were reopened. A copy of the Order Reopening Case and Setting Deadlines is annexed hereto as **Exhibit E**.

10. Subsequent to the reopening of the instant bankruptcy proceedings, Carrington mailed the following correspondences relating to the mortgage debt to the Borrower: (1) a Notice of Lender Placed Fire Coverage dated November 7, 2013; (2) a Post-Referral to Foreclosure Solicitation Notice dated March 3, 2014; and (3) a Placed Hazard Insurance Policy Pending Expiration Notice dated March 18, 2014. Although portions of said notices are annexed to the Debtors' Motion as Exhibit "E", full and complete copies of said notices are collectively annexed hereto as **Exhibit F**.

EXHIBIT - H

11. After becoming servicer of the subject loan, Carrington and the Borrower participated in three (3) telephonic communications with one another, the contents of each are summarized below:

a. On May 21, 2013, the Borrower contacted Carrington by telephone, confirmed the Premises is vacant, and then inquired as to whether it was aware of the within bankruptcy proceedings. After verifying the Borrower's identity, Maria Flores (Teller ID 06122) of Carrington transferred the telephone call to Kyle Stillwell (Teller ID 05029) who confirmed to the Borrower that Carrington is aware of the bankruptcy proceedings and the discharge issued herein and that same is reflected in its internal system. Thereafter, the Borrower expressed to Kyle Stillwell that his intention was to voluntarily turn over the Premises to "the bank." As a result, the Borrower was explained the process of and expressed interest in potentially pursuing a deed-in-lieu of foreclosure ("DIL") and was provided with the contact name and information of the individual at Carrington who would assist him with same: Carlos Calvo. When informed that the submission of bank statements was required for him to be reviewed for a DIL, the Borrower said he would ask his attorney about said requirement but permitted Carrington to email a hardship package to him. The Borrower was thereafter instructed to call back weekly to obtain status of the DIL review;

b. On June 20, 2013, Carlos Calvo (Teller ID 05025) of Carrington contacted the Borrower by telephone. The individual appearing to be the Borrower inquired if his attorney had contacted Carrington and indicated that Carrington should not be contacting him anymore due to his bankruptcy.

EXHIBIT - H

Carlos Calvo attempted to verify that he was speaking to the Borrower but said individual terminated the telephone call before doing so; and

c. On October 16, 2013, Carlos Calvo contacted the Borrower by telephone but the individual appearing to be the Borrower refused to provide his social security number or address to verify his identity before terminating the telephone call.

WHEREFORE, Carrington respectfully requests that the Court deny the Motion in its entirety, and grant such other and further relief as is deemed just, proper, and equitable.

By: Chris Lechtanski, AVP of Default for Carrington Mortgage Services, LLC, Attorney in Fact 6/17/14

Carrington Mortgage Services, LLC
Name: Chris Lechtanski
Date:

EXHIBIT - H

UNIFORM, ALL PURPOSE CERTIFICATE OF ACKNOWLEDGMENT
(Outside of New York State)

State of _____
County of _____

On the _____ day of _____ in the year of 2014 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in _____, _____ (Insert the city or other political subdivision and the state or county or other place the acknowledgment was taken)

_____
Notary Public

EXHIBIT - H

CALIFORNIA ALL – PURPOSE

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On 06/18/2014, before me, Wheny Wulandari, Notary Public, personally appeared, Chris Lechtanski, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

WHENY WULANDARI
Commission # 2045861
Notary Public - California
Orange County
My Comm. Expires Oct 17, 2017

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Affidavit

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 6 Document Date 6/18/2014

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual(s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

Affidavit of Fact Writ in the Nature of Request EXHIBIT - B
Full Discovery and Disclosure/Notice and Demand to Validate Debt

Date: July 24, 2017

Delivery Confirmation/Certified Mail #: [illegible]

Affiant:
Nelson Bruce
c/o 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina 29483

Respondent:
Wilmington Savings Fund Society FSB as Trustee of Stanwhich Mortgage Loan Trust C
1600 South Douglass Road, Suite 200-B
Anaheim, CA 92806

REF: Your Correspondence purporting to allege a debt claimed by:

Alleged New Creditor Name: Wilmington Savings Fund Society FSB
Alleged Account #'s: 202985786 and 7000124554- (created without the consent of the borrower therefore I do not accept your contract.)
Alleged Balance in Dispute: $189,539.88.

This is an offer to fully settle/discharge the attached claim of debt on the condition that the claiming parties comply with this notice within 30 days of receipt of this correspondence.

******SILENCE IS ACQUIESCENCE******

NOTICE AND DEMAND TO CEASE AND DISIST COLLECTION ACTIVITIES PRIOR TO VALIDATION OF PURPORTED DEBT

I am in receipt of your letter dated May 10, 2017 and received May 22, 2017 regarding the "Sale or Transfer of ownership and the servicing rights of the Mortgage Loan referenced above." I am concerned because the previous servicer has never properly validated this debt as validation requests have been sent to the previous servicer, Bank of America, N.A. multiple times who has willfully sent me several correspondences of inaccurate deceitful information of who my real creditor is or was which I have documented proof and evidence of sent through the U.S. Postal Service and this maybe use and counted as mail fraud (18 U.S. Code § 1341) for every occurrence and I may request for Restitution as I have several documented occurrences with this deceitful information. Bank of America, N.A. has stated in their correspondences that Government National Mortgage Association (A.K.A. Ginnie Mae) is or was the creditor/investor before being assigned to Bank of America, N.A. which I have called Ginnie Mae and was informed that they are not, also it states on Ginnie Mae's official website "https://www.ginniemae.gov/Pages/faq.aspx" that they are not the investor/creditor and this is also proof that and confirmation that they are not the creditor/investor, therefore it is my right to demand full disclosure and validation of the debt and to receive the documents I am requesting below regarding the accounting and servicing of this mortgage and my need for understanding and clarification of various sales, transfers, funding source, legal and beneficial ownership, charges, credits, debits, transactions, reversals, actions, payments, analyses and records related to the servicing of these accounts from its origination to the present date.

To date, the documents and information I have and the conversations with the previous servicer and their service representatives, have been unproductive and have not answered many questions. It is my understanding that your company or the previous company may have been accused of engaging in one or more predatory servicing or lending and servicing schemes. As a consumer, I am extremely concerned about such practices by anyone, let alone this mortgage company or anyone who has any interest in this matter. I am concerned that such abuses are targeting the uneducated and uninformed consumer and disadvantaged, poor, elderly and minority Americans.

Please mail or deliver to the Borrower, NELSON I. BRUCE, the following pertinent Evidence: Produce the **Originals** or **Certified** and **Verified Official Copies** of the **Original Loan - Related Documents** *(including all related papers, electronic communications and E-Mails, etc.,)* as stipulated by Law. Wilmington Savings Fund Society FSB by and through its Representatives or Assigns are "**Requested**" to schedule a timely and transparent **Meeting** establishing an opportunity for me to make a thorough **Physical Inspection** of the **Loan – related Documents,** and all other related instruments, so as to enable the Borrower to physically Examine; to Verify; to Confirm; and to Witness the same instruments; and to Rebut any mistakes or misrepresentations; to compare our records, facts and information; and to correct the same for the Public Record.

This Writ is a Lawful Demand and Request, and is hereby issued under the **"Rules of Discovery," law of "Debt Validation"** and forwarded to Wilmington Savings Fund Society FSB and to its Representatives and / or its Assigns, according to Law, the **"Disclosure Rules" and laws of "Debt Validation."** This **Request** is to give **Legal Notice** to the Representatives and Assigns of Wilmington Savings Fund Society FSB, its Agency Personnel, and its Contractors; and to inform them to proceed and to do those things necessary to set and arrange for a timely "Resolution Meeting" to close, to solve, to unravel, and to settle these matters. The alleged borrower will have affirming witnesses present. The requested Resolution Meeting shall be to set and concluded to effectuate the above - stated **Physical Examinations** and **Witnessing** of the Requested **Documents;** and the delivery and presentment of the same shall be orderly arranged, satisfied and concluded within thirty (30) Days of the Receipt of this **"Notice and Request of Full Discovery and Disclosure"** unless a request for additional time is received at the address referenced above.

Wilmington Savings Fund Society FSB and its profiting Representatives or Assigns are also Requested, **"For The Record"** to produce the following **Records, Information** and **Documents** as initially noted and related to the alleged **Loan** in this alleged claim, bearing the Account Number 202985786 and 7000124554; which are in controversy. The requested "Full Discovery and Disclosure" is to include all inter-dependent, inter-related documents, and all associated Instruments attached thereto; covering all the associated Files and Notes and Instruments constructed from the initiation of the alleged Loan up and unto the present day; and reflecting all related and accumulated documents, notes, and data:

1. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby "**Requested**" to Fully Disclose and to produce the "**Original Promissory Note**" baring the wet ink signature of the borrower being lawful, legible and verifiable proof of evidence (*exposing the **front and the back***) and marked with the Account Number, 202985786 or any other alleged account numbers, with the clear signatures of the Lender(s) and all the evidence associated with the **Original Alleged Loan,** indicating the exchange of **Substance** or **Specie** alleged to have been issued from Countrywide Bank FSB/ Bank of America, N.A./Wilmington Savings Fund Society FSB/Agency Representatives or Persons and given to the Borrower NELSON I. BRUCE.

2. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby "**Requested**" to produce any and all "**Allonge**" or **Riders**; any "**Bills of Exchange**"; and any other "**Promissory Note(s)**" *(exposing the **front(s) and the back(s)*** complete with any "**Affixations**" or "**Allocations**" attached to, or associated with, the Borrower's "**Original Promissory Note**" and used for "**Endorsements.**"

3. Wilmington Savings Fund Society FSB., through its Representatives or Assigns, is hereby "**Requested**" to produce and disclose all **Bookkeeping Journal Entries** associated with the alleged **Loan** given to the Borrower NELSON L BRUCE. Include all the complete names, the addresses, the locations, and the business contacts of all the acting Trustee(s), Feoffers and / or the affirmed Surety Holders.

4. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby "**Requested**" to produce, disclose and reveal the "**Deed of Trust**" associated with the **Original Loan** and to reveal and Fully disclose all other Notes related in any other way to the Borrower NELSON L BRUCE.

5. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby "**Requested**" to produce Evidence of the "**Insurance Policy**" that was constructed, associated with, or put in place on, or against, the Borrower's "**Promissory Note**" and associated with the alleged **Loan** bearing the Account Number 202985786 and or any other account numbers created.

6. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby "**Requested**" to produce all "**RC-S & RC-B Call Schedules/Reports**" and any other related **"Notes"** or instruments made or constructed for the entire period covering the alleged **Loan** given to the Borrower. I am reserving my rights Pursuant to the FOIA, 5 U.S.C. § 552 As Amended By
Public Law No. 104-231, 110 Stat. 3048 to request and receive these documents. Consider this an official Freedom of Information Act Request.

7. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby "**Requested**" to produce the documented evidence of the original "**Deposit Slips and Receipts**" issued for the **Deposit** of the Borrower's "**Promissory Note"** and associated with the alleged **Loan**.

8. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby "**Requested**" to produce the "**Original Order**" authorizing the withdrawal of **Funds** from the Borrower's "**Promissory Note**" Deposit Account.

9. Wilmington Savings Fund Society FSB, through its Representatives or Assigns is hereby "**Requested**" to produce the "**Account Number**" and the Source from which the money came to "**Fund"** the original "**Check, ACH, Wire Transfer, or Fedwire**" given to the "**Borrower" or on behalf of the borrower**.

10. Wilmington Savings Fund Society FSB, through its Representatives or Assigns is hereby "**Requested**" to produce "**Verification**" evidence, and proof that the Borrower's "**Promissory Note**" was a "**Gift**" to the "**Lender**" from the **Borrower**; and that the same was fully disclosed to the Borrower NELSON L BRUCE.

11. Wilmington Savings Fund Society FSB, through its Representatives or Assigns is hereby "**Requested**" to produce the full and complete "**Name**(s)" and the "**Address**(s)" of the current and previous "**Holder**(s)" of the Borrower's "**Promissory Note**" associated with the alleged **Loan**.

12. Wilmington Savings Fund Society FSB, through its Representatives or Assigns is hereby "**Requested**" to produce and Fully Disclose the full and complete "**Name**(s)" and the "**Address**(s)" of the "**Lender's CPA** and **"Auditor**;" or any other Holder or Record - Keeper for the entire period covering the **Execution** of the **Mortgage** or alleged **Loan given to the Borrower.**

13. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby "**Requested**" to produce and fully disclose **the "FR 2046 (balance sheet)"** collected by the Federal Reserve associated with the Borrower's **"Promissory Note"** associated with the alleged **Loan.** I am reserving my rights Pursuant to the FOIA, 5 U.S.C. § 552 As Amended By Public Law No. 104-231, 110 Stat. 3048 to request and receive these documents. Consider this an official Freedom of Information Act Request.

14. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby "**Requested**" to produce and fully disclose the **"1099 OID report"** associated with the Borrower's **"Promissory Note"**

associated with the alleged **Loan**. I am reserving my rights Pursuant to the FOIA, 5 U.S.C. § 552 As Amended By Public Law No. 104-231, 110 Stat. 3048 to request and receive these documents. Consider this an official Freedom of Information Act Request.

15. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby '**Requested**' to produce and fully disclose the **S3 (A registration statement)** associated with the Borrower's **"Promissory Note"** associated with the alleged **Loan**. I am reserving my rights Pursuant to the FOIA, 5 U.S.C. § 552 As Amended By Public Law No. 104-231, 110 Stat. 3048 to request and receive these documents. Consider this an official Freedom of Information Act Request.

16. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby '**Requested**' to produce and fully disclose the **"424 B-5 prospectus (security filing)"** associated with the Borrower's **"Promissory Note"** associated with the alleged **Loan.** I am reserving my rights Pursuant to the FOIA, 5 U.S.C. § 552 As Amended By Public Law No. 104-231, 110 Stat. 3048 to request and receive these documents. Consider this an official Freedom of Information Act Request.

17. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby '**Requested**' to produce and fully disclose the "FASB (Financial Accounting Standards)" in reference to the "OFF BALANCE SHEETS" associated with the Borrower's **"Promissory Note"** associated with the alleged **Loan.** I am reserving my rights Pursuant to the FOIA, 5 U.S.C. § 552 As Amended By Public Law No. 104-231, 110 Stat. 3048 to request and receive these documents. Consider this an official Freedom of Information Act Request.

18. Any Trustee agreement(s) between Wilmington Savings Fund Society FSB and Stanwich Mortgage Loan Trust C trustee regarding account #'s 202985786 and 7000124554 or pool accounts with any GSE.

19. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby 'Requested' to produce and fully disclose all account servicing transaction records, notes, ledgers, ticker symbols, cusip numbers, registers and similar items detailing how this account has been serviced from the inception of this account until present date.

20. Wilmington Savings Fund Society FSB, through its Representatives or Assigns, is hereby 'Requested' to produce and fully disclose all assignments, transfers, allonge, receipts with proof of purchase and other document evidencing a transfer, sale or assignment of this mortgage, deed of trust, monetary instrument or other document that secures payment by me to this obligation in this account from the inception of this account to the present date including any such assignments on MERS

21. **The actual records of the organization or other governmental unit showing that an honest disclosure of facts relating to the alleged loan was made by the organization or other governmental unit in compliance with the truth in lending laws of the United States Code, Title 15 § 1601 et. Seq. and Regulation Z and that there was a meeting of the minds with the Borrower.**

22. **The person that prepares and swears to the validation of debt must describe:** 1.) Your job description on a daily basis; 2.) If you are the regular keeper of the books and records and are familiar with how they are kept and their contents; 3.) How long have you been in your position; 4.) When did you first come in contact with the alleged account/debt; 5.) How frequently do you work with the files and information they are presenting to verify/validate the alleged debt; 6.) Are you the person/employee who regularly works with the alleged account/debt; and 7.) Do you have personal first-hand of the alleged debt and/or any alleged accounts.

15 U.S.C. § 1692 (e) states that a "false, deceptive, and misleading representation, in connection with the collection of any debt," includes the false representation of the character or legal status of any debt and further makes a threat to take any action that cannot legally be taken a deceptive practice.

Pursuant to 15 U.S.C. § 1692 (g) (4) **Validation of Debts**, if you have evidence to validate your claim that EXHIBIT H the attached presentment does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that, within 30 days, you provide such validation and supporting evidence **signed and certified by a representative, agent or legal advisor who has firsthand knowledge of the alleged debt to substantiate your claim. Until the requirements of the Fair Debt Collection Practices Act have been complied with and your claim is validated with the conditions of this request, you have no consent to continue any collection activities.**

This is a constructive notice that, I am disputing this alleged debt absent the validation of your claim within 30 days, you must "cease and desist" any and all collection activity and are prohibited from contacting me by telephone, in person, at my home, or at my work. You are further prohibited from contacting any other third party. Each and every attempted contact, in violation of this act, will constitute harassment and defamation of character and will subject your agency and/or attorney and any and all agents in his/her individual capacities, who take part in such harassment, and defamation, to a liability for actual damages, as well as statutory damages of up to $1,000 for each and every violation, and a further liability for legal fees to be paid to any counsel which I may retain. Further, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy or judgment and are also barred from reporting any derogatory credit information to any credit reporting agency, regarding this disputed purported debt.

Further, pursuant to the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 (g) (8), as you are merely an "agency" or other governmental unit of the United States, acting on someone else's behalf, this is a demand that you provide the name of the original "principal", or "holder in due course", for whom you are attempting to collect this alleged debt. Any debt collector who violates any provision of the FDCPA has a potential liability for the actual damages. A single violation is more than sufficient to support judgment for the borrower/consumer. There can be actual damages which includes emotional stress, embarrassment, and humiliation caused by improper activities and conduct during their debt collection activities. The FDCPA allows recovery of Statutory damages limited to 1% of the debt collector's net worth or $500.000.00, whichever is less.

Please take notice that this is a criminal investigation of the business practices of the above named organization or other governmental unit, its agents, officers, employees and attorney to determine violations of the United States criminal laws. Your enclosed claim of collection of a purported debt appears to be founded upon a false record in violation of U.S.C. Title 18 § 2071 and 2073 (falsifying records) and further; uttering and possessing false obligations and counterfeit securities based upon the falsified records in violation of U.S.C. Title 18 § 471, 472, 473 and/or 513, and further: using corrupt business practices to make and possess false records and claim of obligation, not substantiated by truthful facts in violation of the Federal Racketeer Influences and Corrupt Organization (RICO), U.S.C. Title 18 § 1961 et. seq. and further: using the U.S. Mail to present such fraud and false instruments amounting to Mail Fraud, criminal conduct falling under Title 18 U.S.C. § 1341 – Frauds and Swindles laws, and further sending mail with false and fictitious names, a criminal conduct falling under Title 18 U.S.C. § 1842 – Fictitious Names.

TAKE NOTICE

Under Senate Document No. 43, 73rd Congress, 1st Session, which states: "The ownership of all property is in the state; individual so-called 'ownership' is only by virtue of the government, i.e., law, amounting to mere user; and use must be in accordance with law and subordinate to the necessities of the state."

Congressional Record, March 9, 1933 on HR 1491 p. 83. "Under the new law the money is issued to the banks in return for government obligations, bills of exchange, drafts, notes, trade acceptances, and bankers acceptances. The money will be worth 100 cents on the dollar, because it is backed by the credit of the nation. It will represent a mortgage on all the homes, and other property of all the people of the nation." Because of this Senate and Congressional records, I believe I am not the owner of the property and that your client or anyone other than the United States claiming to be the Creditor of an alleged debt have already been issued funds in return for the Original Note(s) and no longer have a valid claim or the Original note(s)/instruments nor are they the true holders in due course of these instruments baring all wet ink signatures of all parties and that the only way your clients can have a valid claim is that they prove they purchased the property from the State.

Debt Collector's failure in providing and fully disclosing to Respondent and presenting in the court the original requested documents with the requisite verification, validating the above referenced alleged debt within the requirements of law as codified in the Fair Debt Collection Practices Act, Fair Credit Reporting Act and the corresponding laws of each state, signifies that Debt Collector tacitly agrees that:

EXHIBIT H

a) Debt Collector has no lawful, bona fide, verified claim, regarding the above-referenced alleged account:
b) Debt Collector waives any and all claims against Respondent and
c) Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs, fees and expenses incurred in defending against this and any and all continued collection attempts, regarding the above-referenced alleged account.
d) Failure of Debt Collector to properly and legally validate alleged debt as required in this notice is a self-executing irrevocable power of attorney authorizing Respondent/Alleged Debtor named herein to direct the permanent removal, on behalf of the alleged Creditor, of any and all references to said account in any and all credit reporting agency files of any type and to move the court to dismiss this alleged claim with prejudice.

This response will constitute my good faith effort to resolve this on-going debt claim between the parties involved. Until full disclosure is achieved, there can be no case, collection or action. "No civil or criminal cause of action can arise lest, out of fraud, there be a valid, honest contract." See Eads v. Marks 249 P. 2d 257, 260.

This Writ shall stand as firm and **"Lawful Evidence"** of the **Borrower's** exercising his **"due process"** rights to **Request, Full Discovery/Disclosure and Validation;** and establishes **"For The Record"** an honorable and **"Good Faith"** attempt on his part to clear up any flawed entries; any **insensate misrepresentations;** or any other mis-prints, mistakes, frauds, or **confusion** concerning his or her intent to make clear, unvarnished, and corrective **resolutions** in this alleged **Loan or Mortgage** matter. This Request must be satisfied before accepting any vague assumptions; any other misrepresentations; any secondary contracts; and before the claimants taking any further actions.

I as man Nelson Bruce am prepared to meet with Wilmington Savings Fund Society FSB Representative(s), or its Assigns forthwith; and will have diligently attentive and affirmed **Witnesses** present, **for the Public Record.**

Wilmington Savings Fund Society FSB and its Representative(s) or its Assigns have claimed to be a **"Secured Party-of-Interest"** in the alleged "**Loan.**" Therefore the requisite, obligatory, documented and preserved pre-existing Records and Manifests are required by Law to have been confirmed and placed into "Evidence" by identifiable and confirmable delegated Representatives and profiteers acting for Wilmington Savings Fund Society FSB.... Law and "due process" required the requested, pre-existing evidence to be presented, examined and confirmed as true and correct in order for the claimants to lawfully initiate any court "**Actions**" in this Case and controversy. Proof and Disclosure of all the Exhibits of that Oath - affirmed "**Evidence**" and filing is also hereby formally "**Requested.**"

Any failure or avoidance on the part of the Representatives / Assigns / Claimants to effectuate the forwarding of complete answers to this Request, and a failure of the Representatives or Assigns to "**Respond**" to this lawful "**Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/ Notice and Demand to Validate Debt;**" and the failure of any of them to responsibly and to fully answer all twenty-two (22) of the clearly – specified, Loan – related Requests herein listed, will be considered an affirmation of fact and evidence that Wilmington Savings Fund Society FSB and its Representative(s) or Assigns have no valid claim; have no lawful "**Interests**" in the Estate or property; and that the claimants have no lawful debt "**Claims**" or "**Title(s) of Ownership**" in the alleged property, estate, or **Loan** matter at hand; nor do the claimants have standing in the said controversy.

Wilmington Savings Fund Society FSB or its Representatives or Assigns are required to answer this **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/ Notice and Demand to Validate Debt** completely and to be thoroughly specific in answering the lawful questions and issues presented and arising in this controversy.

The Representatives, Trustees, Feoffers, or Assigns are to materially and expediently return this same Request, Discovery and Disclosure (*as presented*) and with all twenty-two (22) points or issues fully answered within the **allotted thirty (30) days** of **Receipt** of the same. Any untoward or deceptive acts; misrepresentations; diversions; deceitful redirections: or any incomplete or non-answered Response to the questions presented to the Representatives, Holders or Trustees, etc., will be considered an affirmation of secrete, disguise, and disingenuous intent. Any avoidance of truth shall be considered an "Inducement to Fraud;" and the said "Failure of Response" on the part of the Representatives, Trustees, Feoffers, or Assigns, neglecting their responsibilities to answer every one (*and all of the specific twenty-two (22) above - noted Loan – issues*) shall constitute a violation of Trust, a breach of Trust, and a tacit acquiescence, established for the record by non-compliance. The same dispensations shall be published for the Public Record.

Any willful **"Non-Disclosure"** and **Default**; in this matter shall be deemed a **Dishonor**; Until my conditions are met, full disclosure is provided and this debt is properly validated by someone with Firsthand Knowledge of the alleged debt being claimed and I dispute any and all claims in the amounts referenced above of $189,539.88 plus any interest charges and there can be no case, collection, or action until properly validated. "No civil or criminal cause of action can arise lest, out of fraud, there be a valid, honest contract." See Eads v. Marks 249 P. 2d 257, 260. If by chance these claims can be properly validated by producing all of the requested documents including a Certified copy of the **Original "Note(s)" (NO COPIES OF COPIES WILL BE ACCEPTED NOR ACCEPTABLE)** as requested above by someone with firsthand knowledge of all documents the Alleged Creditor is stating they have in their possession I would be happy to find a solution to settle any valid debts that I may owe Lawfully and Legally to the proper creditor. Any Allegations or Claims of Ownership or interest made by Wilmington Savings Fund Society FSB or by its Representatives, trustees, Feoffers, Agents, Contractors, or Assigns, shall be held as Null and Void. The Affiant reserves all Rights of Claim; and the Affiant's **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/ Notice and Demand to Validate Debt** shall stand as Law.

This Notice to Agent is a Notice to Principal; and this Notice to Principal is a Notice to Agent Applicable to all successors and assigns.

Without prejudice

By Affiant: _____

Nelson Bruce, Propria Persona, Sui Juris
"All Rights Explicitly Reserved and Retained"
U.C.C. 1-207/1-308, 1-103.6

CC:
Wilmington Savings Fund Society FSB as Trustee of Stanwhich Mortgage Loan Trust C
500 Deleware Avenue
Wilmington, DE 19801
Certified Mail #: _____

_____ _____
Witness 1 Signature: Date:

_____
Witness 1 Print:

_____ _____
Witness 2 Signature: Date:

_____
Witness 2 Print:

EXHIBIT - H

Jurat

State of South Carolina)
) ss
County of Dorchester)

Having witnessed the signing and sealing of the forgoing **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/ Notice and Demand to Validate Debt** declaration by **Nelson Bruce**, and having proven to me on the basis of satisfactory evidence to be the natural man who appeared before me, I place my hand and seal hereon as an authentic act as a Notary Public.

Subscribed to and affirmed before me on this 21 day in the month of JULY in the year of our Lord and Savior, 2017 A.D.

Notary Public

Address of Notary Public:
1605 Central Avenue, Ste. 6
Summerville, SC 29483

My Notary Expires

BRETT DORMINY (Seal) NOTARY PUBLIC STATE OF SOUTH CAROLINA

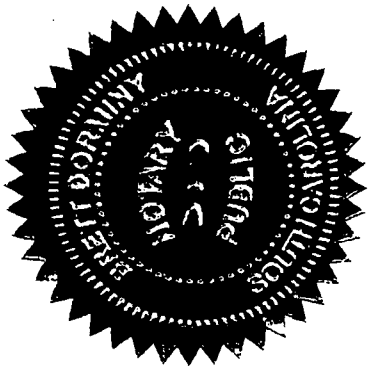


EXHIBIT - H

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

Wilmington Savings Fund Society FSB
Attn: CEO/CFO
1600 South Douglass Road, Suite 200-B
Anaheim, CA 92806

herein after, "Recipient, "the documents pertaining to a certain Alleged Loan/Account # (s) 202985786 and 7000124554 regarding NELSON L BRUCE as follows:

1. **Copy QUALIFIED WRITTEN REQUEST/R.E.S.P.A./DEMAND TO VALIDATE DEBT** issued by Nelson Bruce and dated July 24, 2017 (17 pages); and
2. **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt** issued by Nelson Bruce and dated July 24, 2017 (8 pages); and
3.
4. reference copy of this **Notary's Certificate of Service** (signed original on file) 1 page

by Certified Mail No. 7016 2140 0000 4166 0219 **Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.**

Total of 26 pages.

Nelson Bruce 7-25-2017
Nelson Bruce Date

Notary Public:

1605 Central Avenue
Summerville, South Carolina 29483

07-25-2017
Date:

07-01-2024
My Commission Expires:

BRETT DORMINY NOTARY PUBLIC STATE OF SOUTH CAROLINA (SEAL)

EXHIBIT - H

NOTICE OF FAULT IN DISHONOR
(Opportunity to Cure)

Certified Mail#: **7017 1450 0001 9734 5974**

Notice date: **September 29, 2017**

Claimant(s): **Nelson Bruce (Authorized Representative)**
Natural Person, In Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved: U.C.C. 1-207/1-308/1-103.6
c/o 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina 29483

Respondent(s): **Wilmington Savings Fund Society FSB as Trustee of Stanwhich Mortgage Loan Trust C**
1600 South Douglas Road, Suite 200-B
Anaheim, CA 92806

Reference: **NELSON E. BRUCE (Corporate Entity/Artificial Person/ Construct);**
Your Correspondence purporting to allege a debt claimed by:
Alleged New Creditor Name: Wilmington Savings Fund Society FSB
Alleged Account #'s: 2029857786 and account number 7000124554 (created without the consent of the borrower therefore I do not accept your contract.)
Alleged Balance in Dispute: $189,539.88.

This instrument is a Notice of Fault & Dishonor **(Opportunity to Cure)** for failure to respond upon the **"Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt"** instrument Presented and tendered by the Claimant(s) on or about July 24, 2017 with the Certified Mail Article No. 7016 2140 0000 4166 0219 U.S.P.S. and received by the Respondent(s) on or about July 31, 2017 at the address referenced above. This is an opportunity to cure and redeem your dishonor and bad faith and fair dealings because you are being non-responsive or not responding properly which is not warranted and will not be tolerated or accepted and I Nelson Bruce the natural man explicitly reserve and retain all my natural rights at all times.

On July 24, 2017, the following fee notes was presented:

1. **Affidavit of Fact Writ in the nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt;**
2. **Copy of Notary's Certificate of Service.**

DISHONOR: By the terms and conditions of the agreement resulting by the offer and acceptance of those presentment, the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the Request within thirty (30) days from receipt of the **"Affidavit of Fact Writ in the nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt"** to provide verification in the form of an affidavit signed in **wet blue ink** signature under penalties of perjury or your corporations full commercial liability by a man or woman who is an agent-representative or legal advisor of Wilmington Savings Fund Society FSB as Trustee of Stanwhich Mortgage Loan Trust C and the previous response doesn't reach the requirements requested. A dishonor of the Request discharges the alleged liability that the Respondent(s) have claimed.

Affording thirty (30) days from the receipt of my presentment of the **"Affidavit of Fact Writ in the nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt"** and the time allowed having passed from receipt also allowing an additional 60 days, and the claimant showing no record of a sufficient response and the claimant showing no record of a sufficient response. Claimant(s) now deems the request to have been dishonored on **September 29, 2017**, and therefore a confession of judgment on the merits is warranted.

FAULT: Due to the failure of the response of the Request places the Respondent(s) at **fault**. This presentment is the Claimant(s) good faith offer for an extension of the time to the Respondent(s) to provide a sufficient response answering point by point the questions and providing the original documents requested to verify this alleged debt for the alleged account(s) by an additional five (5) days. Respondent(s) have five (5) days from receipt of this presentment to send a sufficient response point by point of the questions and documents being requested to validate this debt to the man Nelson Bruce as presentment to the Notary at the address given below. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response, a sufficient verified response is defined below, to this **Notice of Fault in Dishonor Opportunity to Cure** in consenting with the Claimant(s) entry of a **Notice of Default in Dishonor** upon the Respondent(s) which will verify Respondent(s) non-performance, acceptance of liability, and Respondent(s) acquiescence and tacit agreement with all terms.

RESPONSE: Only a response sent under the following criteria qualifies as a sufficient verified response:

1. Any response must be made via a sworn affidavit by a man or woman who is an agent/representative or legal advisor of **Wilmington Savings Fund Society FSB as Trustee of Stanwhich Mortgage Loan Trust C** who has firsthand knowledge of everything within, providing the true and correct copies of the original documents baring all wet ink signatures, verified and affirmed in wet blue ink signature under penalties of perjury, or by a signature under the full commercial liability, of

EXHIBIT - H

the respondent(s) hereof; and

2. Any response must be verified and/or affirmed adjusted statement of account; and

3. Any response must be made as a presentment to the Notary Public named in the Notary's Certificate of Service, under the *Service by mail* paragraph, at the address given below for the Notary, and received by said Notary Public no later than five (5) days from the receipt of this presentment.

DEFAULT TERMS: Default is with the Respondent(s) confession of judgment to the following:

1. Failure to answer Claimant's **"Affidavit of Fact Writ in the nature of Request Full Discovery and Disclosure"** letter and demand to **Validate Debt"** to the discharge, settlement and set off of any and all alleged debts, obligations, duties and liabilities of or relating to the above-referenced alleged Loan/Account No.'s 202985786 and 700012455 regarding NELSON L BRUCE. The balance due on the above-referenced alleged Loan/Account No.'s 202985786 and 700012455 is Zero and 00/100 dollars ($0.00).

2. The balance due on the above-referenced alleged Loan/Account No.'s 202985786 and 700012455 is Zero and 00/100 dollars ($0.00).

3. The Respondent(s) irrevocable conveyance of any and all rights, titles and interests in and on any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No.'s 202985786 and 7000124554 to the Claimant(s).

4. The Respondent(s) irrevocable conveyance of the authority for the acquisition, procurement, and/or production of any and all records, documents, and or communications necessary for the securing of any and all rights, titles and interests in and on any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No.'s 202985786 and 7000124554 to the Claimant(s).

5. The Respondent(s) waiver of any and all claims, rights, immunities and defenses.

Respondent(s) confession of judgment is with these stipulations:

1. Respondent(s) are granting a specific power-of-attorney for the acquisition, procurement and/or production of any and all records, documents, and or communications necessary for the securing of any and all rights, titles, and interests in or pertaining to any and all collateral associated with or secured by the above-referenced alleged Loan/Account No.'s 202985786 and 700012455 to the Claimant(s).

2. Respondent(s) are indemnifying with the filing of encumbrances, including but not limited to liens, writs of possession, writs of execution, and writs of attachment on any and all property, fixtures, accounts, and public hazard bonds by the Claimant(s) against the Respondent(s) up to the amount of Ten million and 00/100 dollars ($10,000,000.00) for any and all actions taken by the Respondent(s) with the hindering, impeding, obstruction and/or delaying of the Claimant(s) rights, titles and interests in any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No.'s 202985786 and 7000124554.

3. Respondent(s) are indemnifying with the filing of encumbrances, including but not limited to liens, writs of possession, writs of execution, and writs of attachment on any and all property, fixtures, accounts, and public hazard bonds by the Claimant(s) against the Respondent(s) up to the amount of Ten million and 00/100 dollars ($10,000,000.00) for any and all actions taken by the Respondent(s) with the semblance of harassment, coercion, defrauding, and/or defamation of the Claimant(s) and/or the Claimant's property.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 29TH day of September, 2017 and hereby certify all the statements made above are true, correct and complete.

"Without Prejudice"

Date: _____

Claimant: Nelson Bruce (Seal)
Nelson Bruce – Authorized Representative
All Natural Rights "Explicitly" Reserved and Retained
U.C.C. 1-207/1-308/1-103.6

CC:
Wilmington Savings Fund Society, FSB as Trustee of Stanwhich Mortgage Loan Trust C
500 Delaware Avenue
Wilmington, Delaware 19801
Certified Mail #: 7017 1450 0001 1784 5951

NOTICE OF FAULT & OPPORTUNITY TO CURE

EXHIBIT - H

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

Wilmington Savings Fund Society FSB as Trustee of Stanwhich Mortgage Loan Trust C
1600 South Douglas Road, Suite 200-B
Anaheim, CA 92806

herein after, "Recipient, "the documents pertaining to a certain Loan/Account #'s 202985786 and 7000124554 regarding NELSON L BRUCE as follows:

1. **NOTICE OF FAULT IN DISHONOR OPPORTUNITY TO CURE,** issued by Nelson Bruce and dated September 29, 2017 (3 pages); and
2. **"Copy" of Notice of Default in Dishonor to Carrington Mortgage Services, LLC, issues by Nelson Bruce (3 pages); and**
3. reference copy of this **Notary's Certificate of Service** (signed original on file) - **1 page**

by Certified Mail No. 7017 1450 0001 9734 5986 74 NB Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Total of 6 pages.

Nelson Bruce 9-29-2017
Nelson Bruce

Notary Public: (SEAL)

Notary Address:
1605 Central Avenue, Ste.6
Summerville, SC 29483

SEP 2 9 2017
Date:

My Commission Expires:

LORI R. BEIER
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires
9/20/21

(STAMP)

EXHIBIT - H

NOTICE OF DEFAULT IN DISHONOR

Certified Mail#: **7017 1450 0001 9734 6025**

Notice date: **September 29, 2017**

Claimant(s): **Nelson Bruce (Authorized Representative)**
Natural Person, In Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved and Retained
U.C.C. 1-207/1-308/1-103.6
c/o 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina 29483

Respondent(s): **Wilmington Savings Fund Society FSB as Trustee of Stanwhich Mortgage Loan Trust C**
Attention: CEO/CFO
1600 South Douglas Road, Suite 200-B
Anaheim, CA 92806

Reference: **NELSON L BRUCE (Corporate Entity/Artificial Person/ Construct);**
Your Correspondence purporting to allege a debt claimed by:
Alleged New Creditor Name: Wilmington Savings Fund Society FSB
Alleged Account #'s: 202985786 and account number 7000124554 (created without the consent of the borrower therefore I do not accept your contract.)
Alleged Balance in Dispute: $189,539.88.

This instrument is a **Notice of Default in Dishonor** for failure to respond upon the **"NOTICE OF FAULT IN DISHONOR (Opportunity to Cure)"** instrument Presented and tendered by the Claimant(s) on or about September 29, 2017 with the Certified Mail Article No. 7017 1450 0001 9734 5974 U.S.P.S. and received by the Respondent(s) on or about October 3, 2017 at the address referenced above. You have in bad faith and fair dealings dishonored all of my requests and are being non-responsive which is not warranted and will not be tolerated or accepted and I Nelson Bruce the natural man have attempted several times in good faith tried to resolve this matter therefore I explicitly reserve and retain all my natural rights at all times.

PRESENTMENTS: On or around between **July 24, 2017 and September 29, 2017**, by Brett Dorminy and Lori R. Beier, Notary Public(s), at the request of the Claimant(s), presented the following instrument(s):

1. Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt:
2. NOTICE OF FAULT IN DISHONOR (Opportunity to Cure)
3. Reference copies of a NOTARY'S CERTIFICATE OF SERVICE on both.

DISHONOR: By the terms and conditions of the agreement resulting from the request, the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the **"Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt"** within thirty (30) days with an additional thirty (30) days not sixty as stated on the "Notice of Fault in Dishonor (Opportunity to Cure)" presentment and/or in good faith protest and/or honor the **"NOTICE OF FAULT IN DISHONOR (Opportunity to Cure)"** within five (5) days with an additional one (1) day and to provide verification in the form of an adjusted statement of account and/or verified response. A dishonor of the requests discharges the alleged liability that the Respondent(s) have claimed.

Allowing sixty (60) days for the **"Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt,"** and an additional six (6) days on the Notice of Fault (Opportunity to Cure), this **Notice of Default in Dishonor,** stands as fact that the time allowed having passed for response, and the Notary nor the claimant(s) showing no record of a response. Claimant(s) now deems the instrument(s) **Affidavit of Fact Writ in the nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt** to have been dishonored on **September 29, 2017** and the **Notice of Fault in Dishonor (Opportunity to Cure)** to have been dishonored on

EXHIBIT - H

October 9, 2017, there by comprising a confession of judgment on the merits.

DEFAULT: For the Respondent(s) failure to honor the requests, places the Respondent(s) at **fault**. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response to the Request and to the **"Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt"** and "**Notice of Fault in Dishonor (Opportunity to Cure),**" Respondent(s) thereby acquiesce and tacitly agree with all terms, conditions and stipulations set forth within the **Notice of Fault in Dishonor Opportunity to Cure** with the receipt of this **Notice of Default in Dishonor**.

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

IN WITNESS WHERE OF I here unto set my hand and seal on this **9th day of October, 2017** and hereby certify that all the statements made above are true, correct and complete.

Without prejudice

Date: _____

By: _____

Nelson Bruce – Authorized Representative
All Natural Rights "Explicitly" Reserved and Retained
U.C.C. 1-207/1-308/1-103.6

CC:
Wilmington Savings Fund Society, FSB
c/o STANWHICH Mortgage Loan Trust C
Attention: CEO/CFO
500 Delaware Avenue
Wilmington, Delaware 19801
Certified Mail #: 7017 1450 0001 9734 6032

EXHIBIT - H

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

Wilmington Savings Fund Society FSB as Trustee of Stanwhich Mortgage Loan Trust C
1600 South Douglas Road, Suite 200-B
Anaheim, CA 92806

herein after, "Recipient, "the documents pertaining to a certain Loan/Account #'s 202985786 and 7000124554 regarding NELSON L BRUCE as follows:

1. **NOTICE OF DEFAULT IN DISHONOR,** issued by Nelson Bruce and dated October 9, 2017 (2 pages); and
2. reference copy of this **Notary's Certificate of Service** (signed original on file) - **1 page**

by Certified Mail No. **7017 1450 0001 9734 6025** Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Total of 3 pages.

Nelson Bruce 10-9-2017
Nelson Bruce

Notary Public:

Notary Address:
1605 Central Avenue, Ste.6
Summerville, SC 29483

OCT 0 9 2017
Date:

LORI R. BEIER
NOTARY PUBLIC
STATE OF SOUTH CAROLINA
My Commission Expires
9/20/21

My Commission Expires:

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wilmington Savings Fund Society FSB
c/o CEO
1600 South Douglass Road, Ste. 200-B
Anaheim, CA 92806

9590 9402 2659 6336 3286 29

2. Article Number *(Transfer from service label)*

7016 2140 0000 4166 0219

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

7/31

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ sured Mail
☐ sured Mail Restricted Delivery
ver $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TO: Wilmington Savings Fund Society, FSB
ATTENTION: CEO/CFO
c/o 500 DELAWARE AVENUE
WILMINGTON, DELAWARE REPUBLIC 19801

9590 9402 1710 6053 1413 75

2. Article Number *(Transfer from service label)*

7017 1450 0001 9734 6032

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)*

C. Date of Delivery

10/19/17

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ nsured Mail
☐ nsured Mail Restricted Delivery
over $500)

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

EXHIBIT H

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TO: Wilmington Savings Fund Society FSB c/o
Trustee of Stanwhich Mortgage Loan Trust C
1600 South Douglas Road, Suite 200-B
Anaheim, California Republic 92806

9590 9402 1633 6053 5834 05

2. Article Number *(Transfer from service label)*

1450 0001 9734 5974

PS n 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☒ Agent ☐ Addressee

B. Received by *(Printed Name)* Scott Harrison

C. Date of Delivery 10/3

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☒ Return Receipt for Merchandise
☐ Collect on Delivery	☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail	
☐ Insured Mail Restricted Delivery (over $500)	

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Wilmington Savings Fund Society, FSB
ATTN: CEO/CFO
1600 SOUTH DOUGLAS ROAD, SUITE 200-B
ANAHEIM, CALIFORNIA REPUBLIC 92806

9590 9402 1710 6053 1413 82

2. Article Number *(Transfer from service label)*

7017 1450 0001 9734 6025

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* [illegible]

C. Date of Delivery 10/6

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature	☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery	☐ Registered Mail™
☒ Certified Mail®	☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery	☒ Return Receipt for Merchandise
☐ Collect on Delivery	☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery	☐ Signature Confirmation Restricted Delivery
☐ Insured Mail	
☐ Insured Mail Restricted Delivery (over $500)	

Domestic Return Receipt

EXHIBIT - H

U.S. Department of Justice

Washington, DC 20530

OMB No. 1124-0001; Expires May 31, 2020

Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

EXHIBIT - H

INSTRUCTION SHEET-READ CAREFULLY

1. *Use.* All persons required to register under this Act shall use this form in submitting the information required by Section 2(a).

2. *Read Act and Rules.* Registrant should carefully read the Act and the Rules thereunder before completing this form.

3. *Answer.* Unless otherwise specifically instructed in this form, a registrant shall answer every item on this form. Whenever the item is inapplicable or the appropriate response to an item is "none", an express statement to that effect shall be made.

4. *Attachments.* Inserts and riders of less than full page size shall not be used. Whenever insufficient space is provided for response to any item, reference shall be made in such space to a full insert page or pages on which the item number and inquiry shall be restated and a complete answer given.

5. *Filing.* The completed statement, including all exhibits, shall be filed in electronic form with the Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice at https://www.fara.gov. The statement must be filed in accordance with 28 U.S.C. § 1746. A copy should be retained by the registrant.

6. *Filing Fee.* The filing of this document requires the payment of a filing fee for each listed foreign principal as set forth in Rule 5(d)(1), 28 C.F.R. § 5.5(d)(1).

7. *Privacy Act Statement.* The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

8. *Public Reporting Burden.* Public reporting burden for this collection of information is estimated to average 1.375 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Note: *Omit this instruction sheet when filing this Statement.*

U.S. Department of Justice
Washington, DC 20530

OMB No. 1124-0001; Expires May 31, 2020

Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

EXHIBIT - H

I--REGISTRANT

1. Name of Registrant

2. Registration No. (To Be Assigned By the FARA Registration Unit)

3. Principal Business Address

4. If the registrant is an individual, furnish the following information:

(a) Residence address(es)

(b) Other business address(es), if any

(c) Nationality

(d) Year of birth

(e) Present citizenship

(f) If present citizenship not acquired by birth, state when, where and how acquired

(g) Occupation

5. If the registrant is not an individual, furnish the following information:

(a) Type of organization: Committee ☐ Association ☐ Partnership ☐ Voluntary group ☐
Corporation ☐ Other *(specify)* _____

(b) Date and place of organization

(c) Address of principal office

(d) Name of person in charge

(e) Locations of branch or local offices

(f) If a membership organization, give number of members

(g) List all partners, officers, directors or persons performing the functions of an officer or director of the registrant.

Name	Residence Address(es)	Position	Nationality

(h) Which of the above named persons renders services directly in furtherance of the interests of any of the foreign principals?

(i) Describe the nature of the registrant's regular business or activity.

(j) Give a complete statement of the ownership and control of the registrant.

6. List all employees who render services to the registrant directly in furtherance of the interests of any of the foreign principals in other than a clerical, secretarial, or in a related or similar capacity.

Name	Residence Address(es)	Nature of Services

II--FOREIGN PRINCIPAL

7. List every foreign principal[1] for whom the registrant is acting or has agreed to act.

Foreign Principal | Principal Address(es)

III--ACTIVITIES

8. In addition to the activities described in any Exhibit B to this statement, will you engage or are you engaging now in activity on your own behalf which benefits any or all of your foreign principals? Yes ☐ No ☐

If yes, describe fully.

IV--FINANCIAL INFORMATION

9. (a) **RECEIPTS-MONIES**

During the period beginning 60 days prior to the date of your obligation to register[2] to the time of filing this statement, did you receive from any foreign principal named in Item 7 any contribution, income, or money either as compensation or for disbursement or otherwise? Yes ☐ No ☐

If yes, set forth below in the required detail and separately for each such foreign principal an account of such monies.[3]

Foreign Principal	Date Received	Purpose	Amount

Total

1 The term "foreign principal," as defined in Section 1(b) of the Act, includes a foreign government, foreign political party, foreign organization, foreign individual and, for the purpose of registration, an organization or an individual any of whose activities are directly or indirectly supervised, directed, controlled, financed, or subsidized in whole or in major part by a foreign government, foreign political party, foreign organization or foreign individual.

2 An agent must register within ten days of becoming an agent, and before acting as such.

3 A registrant is required to file an Exhibit D if he collects or receives contributions, loans, moneys, or other things of value for a foreign principal, as part of a fundraising campaign. There is no printed form for this exhibit. (See Rule 201(e), 28 C.F.R. § 5.201(e)).

(b) **RECEIPTS-THINGS OF VALUE**

During the period beginning 60 days prior to the date of your obligation to register[4] to the time of filing this statement, did you receive from any foreign principal named in Item 7 anything of value[5] other than money, either as compensation, or for disbursement, or otherwise? Yes ☐ No ☐

If yes, furnish the following information:

Foreign Principal	Date Received	Thing of Value	Purpose

10. (a) **DISBURSEMENT-MONIES**

During the period beginning 60 days prior to the date of your obligation to register[6] to the time of filing this statement, did you spend or disburse any money in furtherance of or in connection with your activities on behalf of any foreign principal named in Item 7? Yes ☐ No ☐

If yes, set forth below in the required detail and separately for each such foreign principal named including monies transmitted, if any, to each foreign principal.

Date	To Whom	Purpose	Amount

(b) **DISBURSEMENTS-THINGS OF VALUE**

During the period beginning 60 days prior to the date of your obligation to register[7] to the time of filing this statement, did you dispose of any thing of value[8] other than money in furtherance of or in connection with your activities on behalf of any foreign principal named in Item 7? Yes ☐ No ☐

If yes, furnish the following information:

Date	Recipient	Foreign Principal	Thing of Value	Purpose

(c) **DISBURSEMENTS-POLITICAL CONTRIBUTIONS**

During the period beginning 60 days prior to the date of your obligation to register[9] to the time of filing this statement, did you, the registrant, or any short form registrant, make any contribution of money or other thing of value from your own funds and on your own behalf in connection with an election to any political office or in connection with any primary election, convention, or caucus held to select candidates for any political office? Yes ☐ No ☐

If yes, furnish the following information:

Date	Amount or Thing of Value	Political Organization or Candidate	Location of Event

4, 6, 7 and 9 See Footnote 2. on page 3.

5 and 8 Things of value include but are not limited to gifts, interest free loans, expense free travel, favored stock purchases, exclusive rights, favored treatment over competitors, "kickbacks", and the like.

V--INFORMATIONAL MATERIALS[10]

11. Will the activities of the registrant on behalf of any foreign principal include the preparation or dissemination of informational materials? Yes ☐ No ☐

IF YES, RESPOND TO THE REMAINING ITEMS IN THIS SECTION V.

12. Identify each such foreign principal.

13. Has a budget been established or specified sum of money allocated to finance your activities in preparing or disseminating informational materials? Yes ☐ No ☐

If yes, identify each such foreign principal, specify amount and for what period of time.

14. Will any public relations firms or publicity agents participate in the preparation or dissemination of such informational materials?
Yes ☐ No ☐

If yes, furnish the names and addresses of such persons or firms.

15. Activities in preparing or disseminating informational materials will include the use of the following:

☐ Radio or TV broadcasts ☐ Magazine or newspaper ☐ Motion picture films ☐ Letters or telegrams
☐ Advertising campaigns ☐ Press releases ☐ Pamphlets or other publications ☐ Lectures or speeches
☐ Other *(specify)* _____

Electronic Communications
☐ Email
☐ Website URL(s): _____
☐ Social media website URL(s): _____
☐ Other *(specify)* _____

16. Informational materials will be disseminated among the following groups:

☐ Public officials ☐ Civic groups or associations
☐ Legislators ☐ Libraries
☐ Government agencies ☐ Educational groups
☐ Newspapers ☐ Nationality groups
☐ Editors ☐ Other *(specify)* _____

17. Indicate language to be used in the informational materials:

☐ English ☐ Other *(specify)* _____

10 The term informational materials includes any oral, visual, graphic, written, or pictorial information or matter of any kind, including that published by means of advertising, books, periodicals, newspapers, lectures, broadcasts, motion pictures, or any means or instrumentality of interstate or foreign commerce or otherwise. Informational materials disseminated by an agent of a foreign principal as part of an activity in itself exempt from registration, or an activity which by itself would not require registration, need not be filed pursuant to Section 4(b) of the Act.

VI--EXHIBITS AND ATTACHMENTS

18. (a) The following described exhibits shall be filed with an initial registration statement:

Exhibit A- This exhibit, which is filed on Form NSD-3, sets forth the information required to be disclosed concerning each foreign principal named in Item 7.

Exhibit B- This exhibit, which is filed on Form NSD-4, sets forth the information concerning the agreement or understanding between the registrant and the foreign principal.

(b) An Exhibit C shall be filed when applicable. This exhibit, for which no printed form is provided, consists of a true copy of the charter, articles of incorporation, association, constitution, and bylaws of a registrant that is an organization. A waiver of the requirement to file an Exhibit C may be obtained for good cause shown upon written application to the Assistant Attorney General, National Security Division, U.S. Department of Justice, Washington, DC 20530. (See Rule 201(c) and (d)).

(c) An Exhibit D shall be filed when applicable. This exhibit, for which no printed form is provided, sets forth an account of money collected or received as a result of a fundraising campaign and transmitted for a foreign principal. (See Rule 201 (e)).

VII--EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)	(Print or type name under each signature or provide electronic signature[11])
_____	_____
_____	_____
_____	_____
_____	_____

11 This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

EXHIBIT - H

Affidavit of Fact Writ in the Nature of Request
Full Discovery and Disclosure/ Notice and Demand to Validate Debt

Date: March 25, 2017

Delivery Confirmation: Certified Mail Number _____

From: Nelson L Bruce (Authorized Representative)
c/o 1605 Central Avenue, Ste. #167
Summerville, South Carolina 29483

To: Albertelli Law (Alleged Representative for Bank of America, N.A.)
P.O. Box 23028
Tampa, FL 3363

REF: Your correspondence purporting to allege a debt claimed by:

Alleged Creditor Name: BANK OF AMERICA, N.A.
Alleged Account #: 202985786
Alleged Balance $: $188,257.84

This is an offer to fully settle/discharge the attached claim of debt on the condition that the claiming parties comply with this notice within 30 days of receipt of this correspondence.

NOTICE OF CLAIM DISPUTE
NOTICE TO AGENT IS NOTICE TO PRINCIPAL
NOTICE TO PRINCIPAL IS NOTICE TO AGENT
APPLICABLE TO ALL SUCCESSORS AND ASSIGNS

*********SILENCE IS ACQUIESCENCE*********

NOTICE AND DEMAND TO CEASE AND DESIST COLLECTION ACTIVITIES PRIOR TO VALIDATION OF PURPORTED DEBT

I am in receipt of your letter dated March 3, 2017 and received March 6, 2017. Pursuant to the truth in lending laws of the United States Code, Title 15 § 1601 et. seq. and the Fair Debt Collection Practices Act laws of the United States Code § 1692 et. seq. This notice constitutes a timely written response to your Fair Debt Collection Practices Act notice that you are attempting to collect an alleged debt and is not a dishonor of your alleged claim of debt.

This Writ is a Lawful Demand and Request, and is hereby issued under the **"Rules of Discovery"** and forwarded to BANK OF AMERICA, N.A. and to its Representatives and / or its Assigns, according to Law and the **"Disclosure Rules."** This **Request** is to give **Legal Notice** to the Representatives and Assigns of BANK OF

AMERICA, N.A., its Agency Personnel, and its Contractors; and to inform them to proceed and to do those things necessary to close, to solve, to unravel, and to settle these matters.

BANK OF AMERICA, N.A. and its profiting Representatives or Assigns are also Requested, **"For The Record"** to produce the following **Records, Information** and **Documents** as initially noted and related to the alleged **Loan** in this alleged claim, bearing the Account Number 202985786; which are in controversy. The requested "Full Discovery and Disclosure" is to include all inter-dependent, inter-related documents, and all associated Instruments attached thereto; covering all the associated Files and Notes and Instruments constructed from the initiation of the alleged Loan up and unto the present day; and reflecting all related and accumulated documents, notes, and data:

This notice is my, required by law, demand to "cease and desist" collection activities prior to validation of purported debt and you must validate the enclosed claim of an alleged debt. You must provide verification that an actual debt really exists by producing the any and all of the following:

(1) **BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "Requested" to Fully Disclose and to produce the "Original Promissory Note" baring the wet ink signature of the borrower being lawful, legible and verifiable proof of evidence (exposing the front and the back) and marked with the Account Number, 202985786, with the clear signatures of the Lender(s) and all the evidence associated with the Original Alleged Loan, indicating the exchange of Substance or Specie alleged to have been issued from BANK OF AMERICA, N.A./Agency Representatives or Persons and given to the Borrower NELSON L. BRUCE.**

(2) **BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "Requested" to produce any and all "Allonge" or Riders; any "Bills of Exchange"; and any other "Promissory Note(s)" (exposing the front(s) and the back(s) complete with any "Affixations" or "Allocations" attached to, or associated with, the Borrower's "Original Promissory Note" and used for "Endorsements."**

(3) **BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "Requested" to produce and disclose all Bookkeeping Journal Entries associated with the alleged Loan given to the Borrower NELSON L. BRUCE. Include all the complete names, the addresses, the locations, and the business contacts of all the acting Trustee(s), Feoffers and / or the affirmed Surety Holders.**

(4) **BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "Requested" to produce, disclose and reveal the "Deed of Trust" associated with the Original Loan and to reveal and Fully disclose all other Notes related in any other way to the Borrower NELSON L. BRUCE.**

(5) **BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "Requested" to produce Evidence of the "Insurance Policy" that was constructed,**

associated with, or put in place on, or against, the Borrower's "Promissory Note" and associated with the alleged Loan bearing the Account Number 202985786.

(6) BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "Requested" to produce all "RC-S & RC-B Call Schedules/Reports" and any other related "Notes" or instruments made or constructed for the entire period covering the alleged Loan given to the Borrower.

(7) BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "Requested" to produce the documented evidence of the original "Deposit Slip and Receipt" issued for the Deposit of the Borrower's "Promissory Note" and associated with the alleged Loan.

(8) BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "Requested" to produce the "Original Order" authorizing the withdrawal of Funds from the Borrower's "Promissory Note" Deposit Account.

(9) BANK OF AMERICA, N.A., through its Representatives or Assigns is hereby "Requested" to produce the "Account Number" and the Source from which the money came to "Fund" the original "Check" given to the "Borrower".

(10) BANK OF AMERICA, N.A., through its Representatives or Assigns is hereby "Requested" to produce "Verification" evidence, and proof that the Borrower's "Promissory Note" was a "Gift" to the "Lender" from the Borrower; and that the same was fully disclosed to the Borrower NELSON L. BRUCE.

(11) BANK OF AMERICA, N.A., through its Representatives or Assigns is hereby "Requested" to produce the full and complete "Name(s)" and the "Address(s)" of the current and previous "Holder(s)" of the Borrower's "Promissory Note" associated with the alleged Loan.

(12) BANK OF AMERICA, N.A., through its Representatives or Assigns is hereby "Requested" to produce and Fully Disclose the full and complete "Name(s)" and the "Address(s)" of the "Lender's CPA and "Auditor;" or any other Holder or Record - Keeper for the entire period covering the Execution of the Mortgage or alleged Loan given to the Borrower.

(13) BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby "Requested" to produce and fully disclose the "FR 2046 (balance sheet)" collected by the Federal Reserve associated with the Borrower's "Promissory Note" associated with the alleged Loan. I am reserving my rights Pursuant to the FOIA. 5 U.S.C. 552(a) to request and receive these documents. Consider this as an official Freedom of Information Act Request.

(14) BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby 'Requested' to produce and fully disclose the "1099 OID report" associated with the Borrower's "Promissory Note" associated with the alleged Loan. I am reserving my rights Pursuant to the FOIA. 5 U.S.C. 552(a) to request and receive these documents. Consider this as an official Freedom of Information Act Request.

(15) BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby 'Requested' to produce and fully disclose the S3 (A registration statement) associated with the Borrower's "Promissory Note" associated with the alleged Loan. I am reserving my rights Pursuant to the FOIA. 5 U.S.C. 552(a) to request and receive these documents. Consider this as an official Freedom of Information Act Request.

(16) BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby 'Requested' to produce and fully disclose the "424 B-5 prospectus (security filing)" associated with the Borrower's "Promissory Note" associated with the alleged Loan. I am reserving my rights Pursuant to the FOIA. 5 U.S.C. 552(a) to request and receive these documents. Consider this as an official Freedom of Information Act Request.

(17) BANK OF AMERICA, N.A., through its Representatives or Assigns, is hereby 'Requested' to produce and fully disclose the "FASB (Financial Accounting Standards)" associated with the Borrower's "Promissory Note" associated with the alleged Loan. I am reserving my rights Pursuant to the FOIA. 5 U.S.C. 552(a) to request and receive these documents. Consider this as an official Freedom of Information Act Request.

(18) The actual records of the organization or other governmental unit showing that an honest disclosure of facts relating to the alleged loan was made by the organization or other governmental unit in compliance with the truth in lending laws of the United States Code, Title 15 § 1601 et. seq. and Regulation Z.

(19) The actual records of the organization or other governmental unit showing that any and all document/instrument(s) containing my signature or the likeness of my signature were not negotiated or pledged by the organization or other governmental unit against my credit to create the funds used for the appearance of a debt and resulting in this alleged claim of debt.

(20) The person that prepares and swears to the validation of debt must describe: 1) your job description on a daily basis; 2) if you are the regular keeper of those books and records and are familiar with how they are kept and their contents; 3) how long have you been in your position; 4) when did you first come in contact with the alleged account/debt; 5) how frequently do you work with the files and information they are presenting to verify/validate the alleged debt; 6) are you the person/employee who regularly works with the alleged account/debt; and 7) do you have personal knowledge about the alleged debt and/or any alleged account.

15 U.S.C. § 1692 (e) states that a "false, deceptive, and misleading representation, in connection with the collection of any debt," includes the false representation of the character or legal status of any debt and further makes a threat to take any action that cannot legally be taken a deceptive practice.

Pursuant to 15 U.S.C. § 1692 (g) (4) **Validation of Debts**, if you have evidence to validate your claim that the attached presentment does not constitute fraudulent misrepresentation and that one owes this alleged debt, this is a demand that, within 30 days, you provide such verification/validation and supporting evidence **signed and certified by someone who has firsthand knowledge of the alleged claims or signed by an agent, representative or legal advisor who has firsthand knowledge to substantiate your claim. Until the requirements of the Fair Debt Collection Practices Act have been complied with and your claim is verified/validated with my requests and demands, you have no consent to continue any collection activities.**

This is a constructive notice that, absent the validation of your claim within 30 days, you must "cease and desist" any and all collection activity and are prohibited from contacting me by telephone, in person, at my home, or at my work. You are further prohibited from contacting any other third party or sending me mail pertaining to false claims. Each and every attempted contact, in violation of this act, will constitute harassment and defamation of character and will subject your agency and/or attorney and any and all agents in his/her individual capacities, who take part in such harassment, and defamation, to a liability for actual damages, as well as **statutory damages of up to $1,000 for each and every violation**, and a further liability for legal fees to be paid to any counsel which I may retain. Further, absent such validation of your claim, you are prohibited from filing any notice of lien and/or levy or judgment and are also barred from reporting any derogatory credit information to any credit reporting agency, regarding this disputed purported debt.

Further, pursuant to the **Fair Debt Collection Practices Act**, 15 U.S.C. § 1692 (g) (8), as you are merely an "agency" or other governmental unit of the United States, acting on someone else's behalf, this is a demand that you provide the name of the original "principal", or "holder in due course", for whom you are attempting to collect this alleged debt. Any debt collector who violates any provision of the FDCPA has a potential liability for the actual damages. A single violation is more than sufficient to support judgment for the borrower/consumer. There can be actual damages which includes emotional stress, embarrassment, and humiliation caused by improper activities and conduct during their debt collection activities. The FDCPA allows recovery of Statutory damages limited to 1% of the debt collector's net worth or $500,000.00, whichever is less.

Please take notice that this is a criminal investigation of the business practices of the above named organization or other governmental unit, its agents, officers, employees and attorney to determine violations of the United States criminal laws. Your enclosed claim of collection of a purported debt appears to be founded upon a false record in violation of U.S.C. Title 18 § 2071 and 2073 (falsifying records) and further; uttering and possessing false obligations and counterfeit securities based upon the falsified records in violation of U.S.C. Title 18 § 471, 472, 473 and/or 513, and further: using corrupt business practices to make and possess false records and claim of obligation, not substantiated by truthful facts in violation of the Federal Racketeer Influences and Corrupt Organization (RICO), U.S.C. Title 18 § 1961 et. seq. and further: using the U.S. Mail to present such fraud and false instruments amounting to Mail Fraud, criminal conduct falling under Title 18 U.S.C. § 1341 – Frauds and Swindles laws, and further sending mail with false and fictitious names, a criminal conduct falling under Title 18 U.S.C. § 1842 – Fictitious Names.

EXHIBIT - H

TAKE NOTICE

Debt Collector's failure in providing me with all the requisite verification, validating the above referenced alleged debt within the requirements of law as codified in the Fair Debt Collection Practices Act, Fair Credit Reporting Act and the corresponding laws of each state, signifies that Debt Collector tacitly agrees that:

a. Debt Collector has no lawful, bona fide, verified claim, regarding the above-referenced alleged account:
b. Debt Collector waives any and all claims against Respondent and
c. Debt Collector tacitly agrees that Debt Collector will compensate Respondent for all costs, fees and expenses incurred in defending against this and any and all continued collection attempts, regarding the above-referenced alleged account.
d. Failure of Debt Collector to properly and legally verify/validate alleged debt as required in this notice is a self executing irrevocable power of attorney authorizing Respondent/Alleged Debtor named herein to direct the permanent removal, on behalf of the alleged Creditor, of any and all references to said account in any and all credit reporting agency files of any type.

This response will constitute my effort to resolve this on-going debt claim between the parties involved. Any willful "Non-Disclosure" and Default; in this matter shall be deemed a Dishonor; Until full disclosure and this debt is properly validated by someone with firsthand knowledge of the alleged debts being claimed, I dispute any and all claims in the amounts referenced above ($188,257.84) plus any interest and there can be no case, collection or action. "No civil or criminal cause of action can arise lest, out of fraud, there be a valid, honest contract." See *Eads v. Marks* 249 P. 2d 257, 260. If by chance these claims can be properly validated by producing all of the requested documents including the Original "Notes" (No Copies will be Accepted nor Acceptable) as requested above by someone with firsthand knowledge of which the Alleged Creditor is stating they have in their possession I would be happy find a solution to settle any valid debts that I may owe lawfully and legally.

Without prejudice

By: _____
Nelson L Bruce
Authorized Representative
"All Rights Reserved and Retained"

CC:
Albertelli Law
1201 Main Street, Suite 1450
Columbia, SC 29201
Certified Mail# [illegible]

EXHIBIT - H

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public witnessed and packaged the following document(s) being mailed to:

Albertelli Law
P.O. Box 23028
Tampa, FL 3363

herein after, "Recipient, "the documents pertaining to a certain Alleged Loan/Account # (s) 202985786 regarding NELSON L BRUCE as follows:

1. *Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure· Notice and Demand to Validate Debt* issued by Nelson L. Bruce and dated March 25, 2017 (6 pages); and
2. Copy of letter from Albertelli Law Dated March 3, 2017(2 pages); and
3. Copy of Mortgage Audit (36 pages); and
4. reference copy of this **Notary's Certificate of Service** (signed original on file) 1 page

by Certified Mail No. 7016 1970 0001 2084 4468 **Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.**

Total of 45 pages.

Nelson L. Bruce

Notary Public Signature

Talia Oldham
Notary Public Print Name

1317 N. Main St
Address

Summerville SC 29483

Feb 13 2027
My Notary Expires:

TALIA OLDHAM Commission Expires NOTARY PUBLIC Feb 13, 2027 SOUTH CAROLINA

(SEAL)

EXHIBIT - H

NOTICE OF FAULT IN DISHONOR
(Opportunity to Cure)

Certified Mail#: **7016 1970 0001 2084 4116**

Notice date: **April 29, 2017**

Claimant(s): **Nelson L Bruce (Propria Persona)**
Service by and respond to:
Notary Public
c/o 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina 29483

Respondent(s): **Albertelli Law (Alleged Representative for Bank of America, N.A.)**
P.O. Box 23028
Tampa, FL 33623

Reference: **NELSON LEON BRUCE (Corporate Entity/Artificial Person/ Construct); ALLEGED LOAN/ACCOUNT #'s – 202985786, 202985786-5 and any other loan account numbers associated and created without the consent of all parties.**

This instrument is a **Notice of Fault in Dishonor Opportunity to Cure** upon the **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/ Notice and Demand to Validate Debt** by the Claimant(s) on or about March 25, 2017 with the Certified Mail Article No. 7016 1970 0001 2084 4468 U.S.P.S. and received by the Respondent(s) on or about April 28, 2017 at the address referenced above.

On **March 25, 2017**, Talia Oldham, Notary Public, at the request of the Claimant(s), presented the following instrument for response:

1. **Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/ Notice and Demand to Validate Debt;**
2. Reference copy of a NOTARY'S CERTIFICATE OF SERVICE.

DISHONOR: By the terms and conditions of the agreement resulting by the offer and acceptance of that presentment, the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the Request within sixty (30) days and to provide full disclosure of all documents requested and verification/validation of all alleged debts by an agent, representative or legal advisor who is certifying and claiming they have firsthand knowledge of any and all alleged debts and are stating this for the record to be held personally accountable and liable for any misleading false and/or fraudulent information being sent to claimant by signing their signature on any and all responses as referenced in the presentment. A dishonor of the Request discharges the alleged liability that the Respondent(s) have claimed.

Allowing ten (30) days for the receipt and the time allowed having passed for receipt, and the Claimant showing no record of response to the address located on the presented instrument. Claimant(s) now deems the request to have been dishonored on **April 29, 2017**, and therefore a confession of judgment on the merits is warranted.

FAULT: Due to the failure of the response of the Request places the Respondent(s) at **fault**. This presentment is the Claimant(s) good faith offer for an extension of the time to the Respondent(s) for making the required response by an additional ten (10) days. Respondent(s) have ten (10) days, for sending a response to the *Service by and respond to* address given above. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response, as a sufficient verified response is defined below, to this **Notice of Fault in Dishonor Opportunity to Cure** is consenting with the Claimant(s) entry of a **Notice of Default in Dishonor** upon the Respondent(s), and the issuance of a certificate verifying Respondent(s) non-performance, acceptance of liability, and Respondent(s) acquiescence and tacit agreement with all terms, conditions and stipulations herein sent by, Notary Public.

RESPONSE: Only a response that meets the following criteria qualifies as a sufficient verified response:

1. Any response must be made certified, verified and/or affirmed by a signature from an agent, representative or legal advisor who is stating and certifying they have firsthand knowledge of any and all alleged debts and by signing, they agree to be held personally accountable and liable for any misleading, false, and /or fraudulent information being sent for Bank of America, N.A., or by a signature under their full commercial liability, and
2. Any response must include a verified and/or affirmed adjusted statement of account for any and all alleged accounts; and
3. Any response must be made as a presentment to the Notary Public named on the Notary's Certificate of Service, under the *Service by and respond to* address given above, and received by said Notary Public no later than ten (10) days from the postmark of this presentment.

DEFAULT: Default is with the Respondent(s) confession of judgment to the following:

1. Failure to answer Claimant(s) Affidavit of Fact Writ in the Nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt for the discharge, settlement and set off of any and all alleged debts, obligations, duties and liabilities

of or relating to the above-referenced alleged Loan/Account No.'s 202985786. 202985786-5 and any other loan account numbers associated and created without all parties consent of the regarding NELSON LEON BRUCE.

2. The balance due on the above-referenced alleged Loan/Account No.'s 202985786. 202985786-5 and any other loan account numbers associated and created without all parties consent regarding NELSON LEON BRUCE is Zero and 00/100 dollars ($0.00).

3. The Respondent(s) irrevocable conveyance of any and all rights. titles and interests in and on any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No.'s 202985786. 202985786-5 and any other loan account numbers associated and created without all parties consent to the Claimant(s).

4. The Respondent(s) irrevocable conveyance of the authority for the acquisition. procurement. and/or production of any and all records. documents. and/or communications necessary for the securing of any and all rights. titles and interests in and on any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No.'s 202985786. 202985786-5 and any other loan account numbers associated and created without all parties consent to the Claimant(s).

5. The Respondent(s) waiver of any and all claims. rights. immunities and defenses.

Respondent(s) confession of judgment is with these stipulations:

1. Respondent(s) are granting a specific power-of-attorney for the acquisition. procurement and/or production of any and all records. documents. and/or communications necessary for the securing of any and all rights. titles. and interests in or pertaining to any and all collateral associated with or secured by the above-referenced alleged Loan/Account No.'s 202985786. 202985786-5 and any other loan account numbers associated and created without all parties consent to the Claimant(s).

2. Respondent(s) are consenting with the filing of encumbrances. including but not limited to liens. writs of possession. writs of execution. and writs of attachment on any and all property. fixtures. accounts. and public hazard bonds by the Claimant(s) against the Respondent(s) up to the amount of Ten million and 00/100 dollars ($10.000.000.00) for any and all actions taken by the Respondent(s) with the hindering. impeding. obstruction and/or delaying of the Claimant(s) rights. titles and interests in any and all collateral in the association with or the security for the above-referenced alleged Loan/Account No.'s 202985786. 202985786-5 and any other loan account numbers associated and created without all parties consent.

3. Respondent(s) are consenting with the filing of encumbrances. including but not limited to liens. writs of possession. writs of execution. and writs of attachment. on any and all property. fixtures. accounts. and public hazard bonds by the Claimant(s) against the Respondent(s) up to the amount of Ten million and 00/100 dollars ($10.000.000.00) for any and all actions taken by the Respondent(s) with the semblance of harassment. coercion. defrauding. and/or defamation of the Claimant(s) and/or the Claimant(s) collateral.

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

NOTICE TO AGENT IS NOTICE TO PRINCIPAL AND NOTICE TO PRINCIPAL IS NOTICE TO AGENT

IN WITNESS WHERE OF I here unto set my hand and seal on this 29th day of April. 2017 and hereby certify that all the statements made above are accurate.

Date: April 29. 2017

Claimant: Nelson L. Bruce (Seal)
Nelson L Bruce - Propria Persona
All Rights Reserved and Retained

Albertelli Law
1201 Main Street. Suite 1450
Columbia. SC 29201
Certified Mail# 7016 1970 0001 2084 4123

EXHIBIT - H

NOTICE OF DEFAULT IN DISHONOR

Certified Mail#: **7016 1970 0001 2084 5137**

Notice date: **May 15, 2017**

Claimant(s): **Nelson L Bruce (Propria Persona)**
Service by and respond to:
Notary Public
c/o 1605 Central Avenue, Ste. 6 #167
Summerville, South Carolina 29483

Respondent(s): **Albertelli Law (Alleged Representative for BANK OF AMERICA, N.A.)**
P.O. Box 23028
Tampa, FL 33623

Reference: **NELSON L BRUCE (Corporate Entity/Artificial Person/ Construct);**
ALLEGED LOAN/ACCOUNT #'s: 202985786 / 202985786-5 and any other loan account numbers associated and created without the consent of all parties including the borrower.

This instrument is a **certificate of non-response** and notice of **DEFAULT IN DISHONOR** upon the instrument(s) tendered by the Claimant(s) April 29, 2017 with the Certified Mail Article No.(s) 7016 1970 0001 2084 4116 U.S.P.S, and received by the Respondent(s) on or about May 4, 2017, and the instrument is a **Notice of Fault in Dishonor Opportunity to Cure** upon the instrument(s) tendered by the Claimant(s) on or about March 25, 2017 with the U.S.P.S Certified Mail Article No. 7016 1970 0001 2084 4468, and received by the Respondent(s) on or about March 28, 2017 at the address referenced above.

PRESENTMENTS: On or around between **March 25, 2017 and April 29, 2017**, Talia Oldham and Shemeca T Wigfall, Notary Public(s), at the request of the Claimant(s), presented the following instrument(s):

1. **NOTICE OF FAULT IN DISHONOR OPPORTUNITY TO CURE**;
2. Reference copy of a **NOTARY'S CERTIFICATE OF SERVICE**.

DISHONOR: By the terms and conditions of the agreement resulting from the request, the Respondent(s) are under the duty and obligation to timely and in good faith protest and/or honor the Request within thirty (30) days from receipt of the **"Affidavit of Fact Writ in the nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt notice"** and in good faith protest and/or honor within ten (10) days the **NOTICE OF FAULT IN DISHONOR OPPORTUNITY TO CURE** and to provide verification/validation in the form of what has been requested by a man or woman who is an agent/representative or legal advisor of Bank of America N.A. and of the date of this presentment, I have not received any response from the Respondents. A dishonor of the Request discharges the alleged liability that the Respondent(s) have claimed.

Allowing thirty (30) days for the receipt **Affidavit of Fact Writ in the nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt notice"** and an additional ten (10) days on the **Notice of Fault in Dishonor opportunity to cure**, the time allowed having passed for receipt, This **Notice of Default in Dishonor,** stands as fact that the time allowed having passed for response, and the Notary showing no record of response, Claimant(s) now deems the instrument(s) **Affidavit of Fact Writ in the nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt notice"** to have been dishonored on **April 29, 2017** and the **Notice of Fault in Dishonor (Opportunity to Cure)** to have been dishonored on **May 15, 2017**, there by comprising a confession of judgment on the merits.

DEFAULT: For the Respondent(s) failure to honor the requests, places the Respondent(s) at **fault**. For the Respondent(s) failure, refusal, or neglect in the presentment of a verified response to the Request and to the **Affidavit of Fact Writ in the nature of Request Full Discovery and Disclosure/Notice and Demand to Validate Debt notice"** and **Notice of Fault in Dishonor (Opportunity to Cure)**, Respondent(s) thereby acquiesce and tacitly agree with all terms, conditions and stipulations set forth within the **Notice of Fault in Dishonor Opportunity to Cure for terms of DEFAULT**.

EXHIBIT - H

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

IN WITNESS WHERE OF I here unto set my hand and seal on this 15TH day of May, 2017 and hereby certify all the statements made above are true, correct and complete.

"Without Prejudice"

Date: 5 15 17

Claimant: _____ **(Seal)**
Nelson L Bruce – Propria Persona
All Natural Rights Reserved and Retained

CC:
Albertelli Law
1201 Main Street, Suite 1450
Columbia, SC 29201
Certified Mail #: 7016 1970 0001 2084 5144

EXHIBIT - H

NOTARY'S CERTIFICATE OF SERVICE

It is hereby certified, that on the date noted below, the undersigned Notary Public mailed to:

Albertelli Law
P.O. Box 23028
Tampa, FL 33623

herein after, "Recipient, "the documents printed on Southworth Bond Paper pertaining to a certain Alleged Loan/Account #'s 202985786 / 202985786-5 and any other loan account numbers associated and created without all parties consent regarding NELSON LEON BRUCE as follows:

1. **NOTICE OF DEFAULT IN DISHONOR,** issued by Nelson L Bruce and dated May 15, 2017 (2 pages); and
2. reference copy of this **Notary's Certificate of Service** (signed original on file) 1 page

by Certified Mail No. 7016 1970 0001 2084 5137 Return Receipt attached 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 U.S. Postal Service within the State of South Carolina.

Total of 3 pages.

Nelson L Bruce 5-15-2017
Nelson L Bruce

Notary Public:

1605 Central Avenue
Summerville, South Carolina 29483

May 15, 2017
Date:

DECEMBER 03, 2018
My Commission Expires:

SHEMECA L. MIGFALL NOTARY PUBLIC SOUTH CAROLINA My Commission Expires DEC. 3, 2018

(SEAL)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Albertelli Law
1201 Main Street, Suite 1450
Columbia, SC 29201

9590 9402 2521 6306 5310 88

2. Article Number (Transfer from service label)

7016 1970 0001 2084 4475

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Age ☐ Add

B. Received by (Printed Name) C. Date of D

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Expr
- ☐ Registered Mail™
- ☐ Registered Mail f Delivery
- ☒ Return Receipt fo Merchandise
- ☐ Signature Confin
- ☐ Signature Confin Restricted Deliv

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return F

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Albertelli Law
P.O. Box 23028
Tampa, FL 33623

9590 9402 2521 6306 5310 57

2. Article Number (Transfer from service label)

7016 1970 0001 2084 4468

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Address

B. Received by (Printed Name) C. Date of Delive 3-28

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restric Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receip

340

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Albertelli Law
1201 Main Street, Suite 1450
Columbia, SC 29201

9590 9402 2521 6306 5311 25

2. Article Number (Transfer from service label)

7016 1970 0001 2084 4123

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X CT ☐ Ag ☐ Ad

B. Received by (Printed Name) C. Date of 5-4-

D. Is delivery address different from item 1? ☐ Ye
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Ex
- ☐ Registered Ma
- ☐ Registered Ma Delivery
- ☒ Return Receip Merchandise
- ☐ Signature Con
- ☐ Signature Con Restricted Del

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Albertelli Law
P.O. Box 23028
Tampa, FL 33623

9590 9402 2521 6306 5311 18

2. Article Number (Transfer from service label)

7016 1970 0001 2084 4116

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent ☐ Address

B. Received by (Printed Name) C. Date of Delive

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MAY 04 2017

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restrict Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receip

EXHIBIT - H

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Albertelli Law
P.O. Box 23028
Tampa, FL 33623

9590 9402 2521 6306 5311 63

2. Article Number *(Transfer from service label)*

7016 1970 0001 2084 5137

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

MAY 18 2017

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☒ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Albertelli Law
1201 Main Street, Suite 1450
Columbia, SC 29201

9590 9402 2521 6306 5311 56

2. Article Number *(Transfer from service label)*

7016 1970 0001 2084 5144

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent
☐ Addressee

B. Received by *(Printed Name)* C. Date of Delivery

CJ Faulk 5/17/17

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over $500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☒ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

Authorization Form Approved

SOCIAL SECURITY ADMINISTRATION

OMB No. 0960-0719

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 Intimal Revenue Code (if applicable).
- Our organization's mission statement.
- A list of current beneficiaries being served (if applicable) including name, address and SSN. 1

1.) **Name of Organization**

2.) **EIN**

3.) **Type of Organization**

__ **Community based, non-profit social service agency**

X **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

RECEIVED
2018 AUG 23 PM 5:06
CLERK OF THE BOARD OF SUPERVISORS
SAN BERNARDINO COUNTY

SSA-445 (07-2006)

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. S 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.

LEGAL STATUS

LEGAL STATUS

Agency Information Collection Activities: Proposed Request and Comment Request

A Notice by the Social Security Administration on 08/16/2017

DOCUMENT DETAILS

Printed version:
PDF (https://www.gpo.gov/fdsys/pkg/FR-2017-08-16/pdf/2017-17269.pdf)

Publication Date:
08/16/2017 (/documents/2017/08/16)

Agency:
Social Security Administration (https://www.federalregister.gov/agencies/social-security-administration)

Document Type:
Notice

Document Citation:
82 FR 38982

Page:
38982-38984 (3 pages)

Agency/Docket Number:
Docket No: SSA-2017-0041

Document Number:
2017-17269

DOCUMENT DETAILS

ENHANCED CONTENT

regulations.gov

Docket Number:
SSA-2017-0041 (https://www.regulations.gov/docket?D=SSA-2017-0041)

ENHANCED CONTENT

PUBLISHED DOCUMENT

The Social Security Administration (SSA) publishes a list of information collection packages requiring clearance by the Office of Management and Budget (OMB) in compliance with Public Law 104-13 (https://api.fdsys.gov/link?collection=plaw&congress=104&lawtype=public&lawnum=13&link-type=html), the Paperwork Reduction Act of 1995, effective October 1, 1995. This notice includes revisions of OMB-approved information collections.

PUBLISHED DOCUMENT

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SSA is soliciting comments on the accuracy of the agency's burden estimate; the need for the information; its practical utility; ways to enhance its quality, utility, and clarity; and ways to

Start Printed Page 38983

minimize burden on respondents, including the use of automated collection techniques or other forms of information technology. Mail, email, or fax your comments and recommendations on the information collection(s) to the OMB Desk Officer and SSA Reports Clearance Officer at the following addresses or fax numbers.

(OMB), Office of Management and Budget, *Attn:* Desk Officer for SSA, *Fax:* 202-395-6974. *Email address: OIRA_Submission@omb.eop.gov (mailto:OIRA_Submission@omb.eop.gov).*

(SSA), Social Security Administration, OLCA, *Attn:* Reports Clearance Director, 3100 West High Rise, 6401 Security Blvd., Baltimore, MD 21235, *Fax:* 410-966-2830, *Email address: OR.Reports.Clearance@ssa.gov (mailto:OR.Reports.Clearance@ssa.gov).*

Or you may submit your comments online through *www.regulations.gov (http://www.regulations.gov),* referencing Docket ID Number [SSA-2017-0041].

I. The information collections below are pending at SSA. SSA will submit them to OMB within 60 days from the date of this notice. To be sure we consider your comments, we must receive them no later than October 16, 2017. Individuals can obtain copies of the collection instruments by writing to the above email address.

1. *Application to Collect a Fee for Payee Service—20 CFR 404.2040 (/select-citation/2017/08/16/20-CFR-404.2040)a & 20 CFR 416.640 (/select-citation/2017/08/16/20-CFR-416.640)a—0960-0719.* Sections 205(j)(4)(A)&(B), and 1631(a)(2) of the Social Security Act (Act) allow SSA to authorize certain organizational representative payees to collect a fee for providing payee services. Before an organization may collect this fee, they complete and submit Form SSA-445. SSA uses the information to determine whether to authorize or deny permission to collect fees for payee services. The respondents are private sector businesses or State and local government offices applying to become fee-for-service organizational representative payees.

Type of Request: Revision of an OMB-approved information collection.

Modality of completion	Number of respondents	Frequency of response	Average burden per response (minutes)	Estimated total annual burden (hours)
SSA-445—Private sector business	90	1	10	15
SSA-445—State/local government offices	10	1	10	2
Totals	100			17

2. *Redetermination of Eligibility for Help with Medicare Prescription Drug Plan Costs—20 CFR 418.3125 (/select-citation/2017/08/16/20-CFR-418.3125)—0960-0723.* As per the requirements of the Medicare

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Modernization Act of 2003, SSA conducts low-income subsidy eligibility redeterminations for Medicare beneficiaries who currently receive the Medicare Part D subsidy and who meet certain criteria. Respondents complete Form SSA-1026-REDE under the following circumstances: (1) When individuals became entitled to the Medicare Part D subsidy during the past 12 months; (2) if they were eligible for the Part D subsidy for more than 12 months; or (3) if they reported a change in income, resources, or household size. Part D beneficiaries complete the SSA-1026-SCE when they need to report a potentially subsidy-changing event, including the following: (1) Marriage; (2) spousal separation; (3) divorce; (4) annulment of a marriage; (5) spousal death; or (6) moving back in with one's spouse following a separation. The respondents are current recipients of the Medicare Part D low-income subsidy who will undergo an eligibility redetermination for one of the reasons mentioned above.

Type of Request: Revision of an OMB-approved information collection.

Modality of completion	Number of respondents	Frequency of response	Average burden per response (minutes)	Estimated total annual burden (hours)
SSA-1026-REDE	98,990	1	18	29,697
SSA-1026-SCE	4,267	1	18	1,280
SSA-1026-REDE—Field Office Interview	50,529	1	18	15,159
SSA-1026-SCE—Field Office Interview	3,468	1	18	1,040
Total	157,254			47,176

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II. SSA submitted the information collections below to OMB for clearance. Your comments regarding these information collections would be most useful if OMB and SSA receive them 30 days from the date of this publication. To be sure we consider your comments, we must receive them no later than September 15, 2017. Individuals can obtain copies of the OMB clearance packages by writing to *OR.Reports.Clearance@ssa.gov (mailto:OR.Reports.Clearance@ssa.gov).*

1. Statement Regarding Date of Birth and Citizenship—20CFR 404.716—0960-0016. Section *205(a)* of the Act gives the Commissioner of SSA the authority to make rules and regulations and to establish procedures for collecting evidence from individuals applying for Social Security benefits. When individuals apply for Social Security benefits and cannot provide preferred methods of proving age or citizenship, SSA uses Form SSA-702 to establish these facts. Specifically, SSA uses the SSA-702 to establish age as a factor of entitlement to Social Security benefits, or U.S. citizenship as a payment factor. Respondents are individuals with knowledge about the date of birth or citizenship of applicants filing for one or more Social Security benefits who need to establish age or citizenship.

Type of Request: Revision of an OMB-approved information collection.

Start Printed Page 38984

Modality of	Number of	Frequency of	Average burden	Estimated total

2. Marital Relationship Questionnaire–20 CFR 416.1826 (/select-citation/2017/08/16/20-CFR-416.1826) –0960-0460. SSA uses Form SSA-4178, Marital Relationship Questionnaire, to determine if unrelated individuals of the opposite sex who live together are misrepresenting themselves as husband and wife. SSA needs this information to determine whether we are making correct payments to couples and individuals applying for or currently receiving Supplemental Security Income (SSI) payments. The respondents are applicants for and recipients of SSI payments.

Type of Request: Revision of an OMB-approved information collection.

Modality of completion	Number of respondents	Frequency of response	Average burden per response (minutes)	Estimated total annual burden (hours)
SSA-4178 –Modernized SSI Claims System	1,200	1	10	200
SSA-4178	3,825	1	5	319
Totals	5,100			425

3. Medical Source Statement of Ability To Do Work Related Activities (Physical and Mental)–20 CFR 404.1512 (/select-citation/2017/08/16/20-CFR-404.1512)-404.1513, 416.912-416.913, 404.1517, and 416.917 –0960-0662. In some instances when a claimant appeals a denied disability claim, SSA may ask the claimant to have a consultative examination at the agency's expense, if the claimant's medical sources cannot or will not give the agency sufficient evidence to determine whether the claimant is disabled. The medical providers who perform these consultative examinations provide a statement about the claimant's state of disability. Specifically, these medical source statements determine the work-related capabilities of these claimants. SSA collects the medical data on the HA-1151 and HA-1152 to assess the work-related physical and mental capabilities of claimants who appeal SSA's previous determination on their issue of disability. The respondents are medical sources who provide reports based either on existing medical evidence or on consultative examinations.

Type of Request: Revision of an OMB-approved information collection.

Modality of completion	Number of respondents	Frequency of response	Number of responses	Average burden per response (minutes)	Estimated total annual burden (hours)
HA-1151	5,000	30	150,000	15	37,500
HA-1152	5,000	30	150,000	15	37,500
Totals	10,000		300,000		75,000

Dated: August 10, 2017.

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Naomi R. Sipple,

Reports Clearance Officer, Social Security Administration.

[FR Doc. 2017-17269 (/a/2017-17269) Filed 8-15-17; 8:45 am]

BILLING CODE 4191-02-P

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FILE ON DEMAND

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, vs. Nelson L Bruce Defendant.	)	**Case NO. 16-CP-18-1678** **MOTION TO DISMISS, AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (445 FORM)**

FILED IN RECORD
2018 AUG 23 PM 5:03
CLERK OF COURT
DORCHESTER COUNTY

MOTION TO DISMISS

Comes now the Defendant Nelson L. Bruce, Propria Persona, Sui Juris, the beneficial owner of the PUBLIC TRUST, for his Motion to Dismiss complaint by Plaintiff, alleges and says:

Defendant hereby reiterates, re-alleges and incorporates by reference in this motion any presentments presented and set forth in Defendant's "**MOTION TO VACATE/SET ASIDE JUDGMENT/ORDER PURSUANT TO SC.R.CIV.P. 60(b) 20 pages,**" in regards to the **September 15, 2017** judgment/order denying Defendants motion to dismiss filed on **April 3, 2017** as his basis for this dismissal. Defendant reiterates, re-alleges and incorporates by reference in this motion any and all reasons, presentments, statements, presented in his "Motion to Dismiss" filed on the referenced date also as a basis for this dismissal and Defendant hereby

WHEREFORE, Nelson L. Bruce requests that this Honorable Court Dismisses the unlawful foreclosure action with prejudice against all parties both known and unknown, and that this court remand the remaining claims which are the Defendant's Counterclaims/Countersuit back to District Court with direction for the Defendant to amend his remaining claims (countersuit/counterclaim) as the current Plaintiff and address new issues as there are new facts and violations of law regarding the previous and new parties who are now coming forth and or provide direction for the defendant to consolidate his countersuit/counterclaims with any other lawsuits that maybe pending with any other court at the time this motion is granted and further relief as the Court may deem fit and proper.

RESPECTFULLY PRESENTED,

Without Prejudice"

Nelson L. Bruce 8-23-2018

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

FILE ON DEMAND

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, vs. Nelson L Bruce Defendant.	**Case NO. 16-CP-18-1678** **MOTION TO DISMISS, AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (445 FORM)**

FILED RECORDED
2018 AUG 23 PM 5:03
CLERK OF COURT
DORCHESTER COUNTY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this motion has been electronically mailed to all parties listed below:

Respectfully Presented,

Addressed to:
ALBERTELLI LAW
Attention: William S. Koehler (Attorneys for Defendants)
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Certified Mail #: 7017 2400 0000 3330 9711

"Without Prejudice"

Nelson L. Bruce 8-23-2018

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c/o PMB 1605 Central Avenue, Ste.6 #167
Summerville South Carolina 29483
Ph. 843-437-7901

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER) 1st JUDICIAL CIRCUIT
)
) CASE NO.: 16-CP-18-1678
Wilmington Savings Funds Society, FSB, Trustee) **MOTION AND ORDER INFORMATION**
Plaintiff,) **FORM AND COVERSHEET**
vs.)
)
Nelson L. Bruce; ect al.)
Defendant.)

FILED
2018 AUG 23 PM 5:03
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff's Attorney:	Defendant's Attorney:
William S. Koehler, Bar No. SC Bar 74935 Address: 1201 Main Street, Suite 1450 Columbia, SC 29201 Phone: (803) 828-0880 Fax ____ E-mail: wkoehler@alaw.net Other: ____	____, Bar No. ____ Address: ____ Phone: ____ Fax____ E-mail: ____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: motion to dismiss in regards to motion to vacate March 23, 2018 order
Estimated Time Needed: 2 hrs. Court Reporter Needed: ☒YES/☐ NO Audio recording requested

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

8-23-2018
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ Fill out form SSA-445 to collect service fee/form Attached
☐ 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, SCRCP)
- ☐ 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: ____

CLERK'S VERIFICATION

Collected by:____ Date Filed: ____
☐ MOTION FEE COLLECTED: $ ____
☐ CONTESTED – AMOUNT DUE: $ ____

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FILE ON DEMAND

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, vs. Nelson L Bruce Defendant.	**Case NO. 16-CP-18-1678** **MOTION TO VACATE/SET ASIDE JUDGMENT/ORDER PURSUANT TO SC.R.CIV.P. 60(b), AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (445 FORM)**

FILED RECEIVED
2018 AUG 23 PM 5:03
CLERK OF COURT
DORCHESTER COUNTY

Motion To Vacate/Set Aside Judgment Pursuant to SC.R.Civ.P. 60(b)

This motion is brought pursuant to ***SC.R.Civ.P. 60(b)***, Defendant Nelson L. Bruce, Propria Persona, Sui Juris, the beneficial owner of the PUBLIC TRUST, hereby moves this Court to vacate the judgment entered on **March 23, 2018 granting a substitution of the Plaintiff.** The judge erred in granting this substitution for the following reasons:

I. STATEMENT OF FACTS PERTAINING TO SC.R.CIV.P. 60(b)(1),(4)

1. This court made a mistake by granting an order on **March 23, 2018** to substitute the Plaintiff's because there was supposed to be a motion and a notice of a hearing scheduled before there could be an order to substitute the Plaintiff and so Defendant could bring forth

his objections in the hearing in regards to the substitution in violation of ***SC. R. Civ. P. 25(a)***. There is no such motion and notice of hearing scheduled, nor any evidence of a filing of this motion and hearing on the record for this substitution evidenced by **Exhibits - H (a copy and online print out of the current case details as of 8/20/2018 since the initiation of this unlawful action)**. The Defendant never receive service of this alleged motion and hearing to substitute the Plaintiff as required under ***SC.R.Civ.P.5*** nor did he receive a copy of the order by the court once the order was placed on **March 23, 2018** which is the same day this substitution request was filed evidenced by the record.

2. Regardless rather the attorney of record requested a hearing or not, the rules clearly state that a hearing must be given. This court nor the attorney of record who is an officer of the court are following the rules of civil procedure and are mistakenly trying to bypass the hearing that is required when substituting a party within the 90 day clear cut rule from the time interest is transferred and are clearly showing signs of being prejudice to the Defendant and neglecting **("excusable" or otherwise)** him of his due process rights and because of this substitution, it has limited the Defendant's discovery to the original Plaintiff who wrongfully brought forth this unlawful action and had no authority to bring forth this action therefor depriving the Defendant of his rights to object to the extremely late substitution of the Plaintiff who is alleged to be the new true parties in interest which has no standing because the other party never proved standing and the Defendant hereby objects to this substitution and incorporates this objection by reference as this case should have been dismissed for the reasons stated in this motion. The substitution was to be filed within 90 days of when the alleged mortgage

interest was allegedly sold and then transferred to the new party which judging by the Substitute Plaintiff's **Exhibit A** filed on **March 23, 2018** would have been in **August of 2017** which would have been before the hearing for the motion to dismiss by the Defendant, this substitution was filed fatally late in violation of the clear-cut 90 day deadline in violation of ***SC.R.Civ.P.25 (a) & (c),*** and granted without a motion and a hearing in violation of ***SC.R.Civ.P.25 (a).*** All alleged assignments in this case have evidence of constructive fraud because they are either robo-signed, robo-stamped, or the person/individual allegedly signing the assignments do not have authority to assign the alleged mortgage / alleged mortgage note over to the other party to transfer interest and therefor the Judge erred in granting this judgement/order and this judgment/order is void under ***SC.R.Civ.P.60(b)(4)*** and should have been dismissed and the new party should have brought a new lawsuit to inforce their alleged claims of interest.

3. Please consider the case of ***Metcalfe v. Lee, 952 So.2d 624, at 628 (Fla. 4th DCA 2007),*** a tutorial on construing all rules of civil procedure similar to the ***Fla.R.Civ.P. 1.260*** which is the same as ***SC.R.Civ.P.25,*** where the goal is to ***"strictly construe provisions of rules of civil procedure to create rules that apply that are clear-cut and easy to apply." Supra at 628.*** Regarding ***Rule 1.260*** which is exactly the same as ***SC.R.Civ.P.25:***

"Unless the motion for substitution is made within 90 days after the death [or transfer of interest] ... the action shall be dismissed as to the deceased party [or transferee]. A notice of hearing must accompany the motion." Supra at 629.

According to the strict time limits of ***SC.R.Civ.P.25 (a) and (c)*** which the attorney of record failed to comply with, even when the Defendant notified all parties by referencing these parties in his amended countersuit/counterclaims **(see...page 5 of 12 of this amended countersuit/counter claim filed on September 25, 2017),** which the plaintiff at the time and the attorney of record should have reviewed and the presiding judge should have dismissed the lawsuit instead of granting the substitution.

I. Defendant requests the following relief

Defendant requests that the Judgment/Order placed on **March 23, 2018** be vacated, the unlawful foreclosure be dismissed with prejudice against all parties both known and unknown, and that this court remand the remaining claims which are the Defendant's Counterclaims/ Countersuit back to District Court with direction for the Defendant to amend his suit as the new Plaintiff and address new issues as there are new facts and violations regarding the previous and new parties who are now coming forth and or provide direction for the defendant to consolidate his countersuit/counterclaims with any other lawsuits that maybe pending with the district court at the time of this order in regards to this matter as the Defendant explicitly reserves and retains any and all his natural rights, claims alleged in his countersuit/counterclaims by reference and hereby exercises these rights and reserves his claims and rights in this motion by reference and further relief as the Court may deem fit and proper.

II. Conclusion

For all the reasons set forth above, it is respectfully requested that this Court grant the relief requested as referenced above in regards to the judgement/order dated **March 23, 2018.**

RESPECTFULLY PRESENTED,

Without Prejudice"

Nelson L. Bruce 8-23-2018

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

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, vs. Nelson L Bruce Defendant.	**Case NO. 16-CP-18-1678** **MOTION TO VACATE/SET ASIDE JUDGMENT/ORDER PURSUANT TO FED.R.CIV.P. 60(b), AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (445 FORM)**

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this motion has been electronically mailed to all parties listed below:

Respectfully Presented,

FILED-FILED
2018 NOV 23 PM 5:03
CLERK OF COURT
DORCHESTER COUNTY

Addressed to:
ALBERTELLI LAW
Attention: William S. Koehler (Attorneys for Plaintiff)
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Certified Mail #: 7017 2400 0000 3330 9711

"Without Prejudice"

Nelson L. Bruce 8-23-2018

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c/o PMB 1605 Central Avenue, Ste.6 #167
Summerville South Carolina 29483
Ph. 843-437-7901

STATE OF SOUTH CAROLINA COUNTY OF DORCHESTER Wilmington Savings Funds Society, FSB, Trustee Plaintiff, vs. Nelson L. Bruce; ect al. Defendant.	)	IN THE COURT OF COMMON PLEAS 1st JUDICIAL CIRCUIT CASE NO.: 16-CP-18-1678 **MOTION AND ORDER INFORMATION** **FORM AND COVERSHEET**

Plaintiff's Attorney: William S. Koehler, Bar No. SC Bar 74935 Address: 1201 Main Street, Suite 1450 Columbia, SC 29201 Phone: (803) 828-0880 Fax _____ E-mail: wkoehler@alaw.net Other: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax_____ E-mail: _____Other: _____

FILED
2018 AUG 23 PM 5:13
DORCHESTER COUNTY

☒ **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: Motion to vacate/set Aside Judgment/order - March 23, 2018 order
Estimated Time Needed: 2 hrs. Court Reporter Needed: ☒YES/☐ NO Audio recording requested

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

8-23-2018
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ Fill out form SSA-445 to collect service Fee / form Attached
☐ 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, SCRCP)
- ☐ 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: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

FILE ON DEMAND

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, vs. Nelson L Bruce Defendant.	)	**Case NO. 16-CP-18-1678** **MOTION TO DISMISS, AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (445 FORM)**

FILED RECEIVED
2018 AUG 23 PM 5:04
CLERK OF COURT
DORCHESTER COUNTY

MOTION TO DISMISS

Comes now the Defendant Nelson L. Bruce, Propria Persona, Sui Juris, the beneficial owner of the PUBLIC TRUST, for his Motion to Dismiss complaint by Plaintiff, alleges and says:

Defendant hereby reiterates, re-allege and incorporates by reference in this motion any presentments presented and set forth in Defendant's "**MOTION TO VACATE/SET ASIDE JUDGMENT/ORDER PURSUANT TO SC.R.CIV.P. 60(b) 6 pages,** in regards to the **March 23, 2018** judgment/order granting a substitution of the Plaintiff as his basis for this dismissal and Defendant hereby moves the court to dismiss the Plaintiff's complaint with prejudice and grant the relief requested in the motion to vacate referenced above.

WHEREFORE, Nelson L. Bruce requests that this Honorable Court Dismisses the unlawful foreclosure action with prejudice against all parties both known and unknown, and that this court remand the remaining claims which are the Defendant's Counterclaims/Countersuit back to District Court with direction for the Defendant to amend his remaining claims (countersuit/counterclaim) as the current Plaintiff and address new issues as there are new facts and violations of law regarding the previous and new parties who are now coming forth and or provide direction for the defendant to consolidate his countersuit/counterclaims with any other lawsuits that maybe pending with any other court at the time this motion is granted and further relief as the Court may deem fit and proper.

RESPECTFULLY PRESENTED,

Without Prejudice"

Nelson L. Bruce 8-23-2018

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

FILE ON DEMAND

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	)	**Case NO. 16-CP-18-1678**
Plaintiff,	)	**MOTION TO DISMISS, AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (445 FORM)**
vs.	)	
Nelson L Bruce	)	
Defendant.	)	

FILED
2018 AUG 23 PM 5:04
CLERK OF COURT
DORCHESTER COUNTY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this motion has been electronically mailed to all parties listed below:

Respectfully Presented,

Addressed to:
ALBERTELLI LAW
Attention: William S. Koehler (Attorneys for Plaintiff)
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Certified Mail #: 7017 2400 0000 3330 9711

"Without Prejudice"

Nelson L. Bruce 8-23-2018

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c/o PMB 1605 Central Avenue, Ste.6 #167
Summerville South Carolina 29483
Ph. 843-437-7901

STATE OF SOUTH CAROLINA COUNTY OF DORCHESTER Wilmington Savings Funds Society, FSB, Trustee Plaintiff, vs. Nelson L. Bruce; ect al. Defendant.	)	IN THE COURT OF COMMON PLEAS 1st JUDICIAL CIRCUIT CASE NO.: 16-CP-18-1678 **MOTION AND ORDER INFORMATION** **FORM AND COVERSHEET**

FILED-RECEIVED
2018 AUG 23 PM 5:04
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff's Attorney: William S. Koehler, Bar No. SC Bar 74935 Address: 1201 Main Street, Suite 1450 Columbia, SC 29201 Phone: (803) 828-0880 Fax _____ E-mail: wkoehler@alaw.net Other: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax_____ E-mail: _____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: motion to dismiss in regards to motion to vacate September 15, 2017 order
Estimated Time Needed: 2 hrs. Court Reporter Needed: ☒ YES/☐ NO Audio recording requested

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

8-23-2018
Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ Fill out form SSA-445 to collect service fee/ form Attached
☐ 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, SCRCP)
- ☐ 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: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

FILE ON DEMAND

Nelson L. Bruce
c/o PMB 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina 29483

DEFENDANT, in Sui Juris

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 and any/all heirs, successors, assigns and personal representatives, and all unknown DOES 1-99 Plaintiff, vs. Nelson L. Bruce, Administrator of NELSON L BRUCE, ect al. Defendants	Case No.: 16-CP-18-1678 MOTION FOR TEMPORARY RESTRAINING ORDER, PRELIMINARY AND PERMANENT INJUNCTIONS, AND DAMAGES, COURT FILING FEE OBJECTION/CHALLENGE, AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (SSA-445 FORM) Date: Time: Judge: Location: Judge: Date Action Filed: Trail Date:

FILED
2018 JUL 24 PM 4:02
CLERK OF COURT
DORCHESTER COUNTY

Defendant alleges:

1. Defendant, Nelson L. Bruce, a Natural Person/Individual, administrator of NELSON L BRUCE, is, and at all times mentioned in this motion was, an Estate located near Dorchester County.
2. At all times herein, NELSON L BRUCE, is the paramount security interest holder in 144 Pavilion Street, Summerville, South Carolina 29483 as evidenced by the instrument Recorded at Dorchester County Recorder Book: 7005 and Page# 304-308. Neither the

Defendant nor any of its heirs, successors, assigns, or personal representatives has EVER willingly and knowingly, entered into any contractual agreement with Plaintiff's or any of its heirs, successors, assigns, or personal representatives in which the Defendant agreed to pay a debt as evidenced by the Associated Declaration.

3. Plaintiffs and any/all heirs, successors, assigns, and personal representatives, are Private Corporations and engaged in commerce as Debt Collectors as defined by 15 U.S.C 1692a (6), attempting to collect a Fraudulent debt by way of a Wrongful Foreclosure, and at all times mentioned in this complaint is in violation of 15 U.S.C 1692c - Communication in connection with debt collection (B) & (C), 15 U.S.C 1692d - Harassment or Abuse (1) & (4), 15 U.S.C 1692e - False or Misleading Representations (2)(A-B),(4), (5), (7), (8), (10), (13), (14), 15 U.S.C 1692f - Unfair Practices (1), (6) (A-C), and (7), 15 U.S.C 1692g - Validation of Debt, 15 U.S.C 1692j - Furnishing certain Deceptive Forms .
4. Plaintiffs and all unknown DOES 1-99, inclusive, are all included and incorporated in this motion by reference under fictitious names. Their true names and capacities are unknown to Defendant. (Defendant is informed and believes and thereon alleges, that each of the fictitiously named Plaintiffs are responsible in some manner for the occurrences alleged in this motion, and that Defendant's damages as alleged in this complaint were proximately caused by those Plaintiffs.)
5. It is not now, nor has it ever been our intention to avoid paying any obligation that we lawfully owe. * WILMINGTON SAVINGS FUND SOCIETY, FSB as Trustee * as require by law. We will suffer irreparable harm by denial of this preliminary injunction. We have lived at our home and our address for many years with our family and we will lose our humble abode and suffer irreparable harm by denial of this preliminary injunction.

We will suffer insult, degradation, and deprivation of personhood denial of this preliminary injunction. We are likely to prevail in our petition. The record in the underlying case makes our claims undeniable. Public interest will not be impaired by granting this preliminary injunction. The public interest will be impaired by denial of this preliminary injunction by public awareness that citizens can be victimized by those who consider themselves to be of a superior class.

Beginning on or about **Friday, August, 2016**, Plaintiffs, and each of them, wrongfully and unlawfully conducting a Foreclosure Action without having any legal standing or interest in the property located at **144 Pavilion Street, Summerville, South Carolina 29483.**

Despite several communication attempts through the mail in efforts to order the Plaintiffs Cease and Desist in their fraudulent attempts to collect a debt until it has been validated in accordance with 15 U.S.C 1692g, the Plaintiffs continued the attempts to collect by filing an unlawful foreclosure action and sending multiple agents to the occupied property to take pictures for the Foreclosure sale and the agents have been spotted by the Defendant getting out of their cars and/or pulling up in front of the property snapping pictures.

Plaintiffs' fraudulent foreclosure attempts, predatory debt collection practices and wrongful conduct, unless and until enjoined and restrained by order of this court, will cause great and irreparable injury to Defendant as a Fraudulent foreclosure will be conducted and property will be ripped away from its rightful owner. If this Fraudulent foreclosure is allowed and permanent restraint is not exercised against these Private

Companies/Fraudulent Third Party Interveners and more of the like in the future, it will further expose flaws in Courts, commercial system and be another example that Our System is failing us and there is hardly Protection available under Consumer law or Common Law or Any law against Private Corporations for law abiding Consumers/ Citizens.

We have no other remedy at law to protect ourselves from parties' records show have conspired to deprive us of our most fundamental rights. Denial of our preliminary injunction goes beyond economic injury. The cost of the court to error later corrected in favor of *WILMINGTON SAVINGS FUND SOCIETY, as trustee* is not as great as the cost to the court for error later corrected to our favor. Granting our motion for preliminary injunction conserves the property no matter who prevails. Denial of our motion for preliminary injunction directly effects the property by reducing it to the status of a bell that can't be un-rung.

Filing Fee Objection/Challenge by the Defendant to the court

Defendant hereby objects to and challenges the courts request for a filing fee and request documented financials to validate exactly where these fees are being contributed to as it is the Defendants right to access the court without interference. This court is supposed to be a non-profit governmental organization/entity operating off of a salary/budget which include paid taxes by the citizens of this state evidenced by your Comprehensive Financial Annual Reports (CAFR's) which covers all fees to access the court by a public/private citizen. Defendant has referenced in this motion and his other motions filed on 8/23/2018 an application/form (SSA-445 form see...**Exhibits – H** for example copy of form) for this court to collect a fee for their alleged filing services. A citizen

cannot gain access to the court without corresponding with the clerk of court (gatekeepers) therefor they are the fiduciaries for the parties presenting documents to be filed as the citizens are not officers of the court with access to file their own documents without going through the clerk of court. This court has 10 days from the filing of these motions and the Defendant hereby incorporates by reference in this motion all motions filed between 8/23/2018 to 8/24/2018 to apply for the fee you are requiring for your services as instructed through the presented and referenced application/form to collect a fee. If you are denied by the organization referenced on this form the service fee requested, you are requested to provide evidentiary proof that you were denied and why you were denied so that I may review and timely satisfy your fee requirement through a reasonable form acceptable so that my motions can be heard and not ignored or neglected because of the required filing fee you are alleging needs or needed to be satisfied for the motions to be heard. If this court does not provide this detail proof of the denial and does not get back to the Defendant to satisfy this requirement, it is agreed and confirmed evidenced by your actions or silence that this was an acceptable form for this court to collect whatever filing fees is being requested by this court for their services as the fiduciary for the public/private citizen, you have collect this fee or no fee is required and the requirement has been satisfied so no further fees are needed and you will move forward with the filed motions so that they may be heard by the court.

WHEREFORE, Defendant prays judgment against Plaintiffs, and each of them, and request for relief as follows:

1i. For an order requiring Plaintiffs to show cause, if any they have, why they should not be enjoined as set forth in this complaint, during the pendency of this action;

2i. For a temporary restraining order, a preliminary injunction, and a permanent injunction, all Plaintiffs, enjoining or otherwise, and each of them, and their agents, servants, and employees, and all persons acting under, in concert with, or for them:

a) Plaintiffs and any/all successors, assigns, or personal representatives, should be ordered to indefinitely Cease and Desist any/all Debt Collection attempts on the Defendant, and

b) Plaintiffs and any/all successors, assigns, or personal representatives, should be ordered to produce a certified **"Complete Comprehensive Audit/Accounting"** of all Annual Financial Reports with ledgers (Receivable and Payable), notes, and term definitions in regards any alleged loan balance for any and all alleged accounts both previous and current for which an alleged lawful debt is owed since the initiation of any alleged loan and must be signed under oath and penalty of perjury by the individual which is an actual professional accountant operating under the "general accounting rules" who's conducting and providing such audit/accounting evidence and who has personal firsthand knowledge of the facts in regards to these alleged accounts of the Defendant. This is also to include accounting from which the alleged account the funds were created and transferred from, how the funds were create to be allegedly loaned to the Defendant and in what form they were allegedly loaned; and

c) Plaintiffs and any/all successors, assigns, or personal representatives, should be ordered to show the evidence that they have applied for Default Insurance, Mortgage Insurance, and produce a contract between Defendant and Plaintiffs that specifies the services provided by the Plaintiffs to Defendant, signed in wet ink By Defendant, and

3i. Monetary Damages sought are costs incurred by Federal Rule Civ. Proc. § 65, SC Rule Civ. Proc. § 65 and any and all codes, rules, laws similar to the California Code of Civil Procedure 529, Common Law, and Federal Statute that are applicable in this State for this matter and Plaintiff hereby incorporates these codes, rules, laws by reference in this matter; and

4i. For costs of suit incurred in this action; and

5i. Plaintiffs and any/all successors, assigns, or personal representatives, should be ordered to furnish a copy of the order to each outside entity with which it deals for debt collection services; and

6i. Plaintiffs and any/all successors, assigns, or personal representatives, should be ordered to furnish a list of such entities and the dates with which they were furnished with the order; and

6i. Grant an order for Adverse Possession/Quiet Title to the Defendant; and

7i. For such other and further relief as the court deems proper.

I certify that the aforegoing is accurate so help me god.

RESPECTFULLY PRESENTED,

"Without Prejudice"

Nelson L. Bruce 8-24-2018

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

FILE ON DEMAND

Nelson L. Bruce
c/o PMB 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina 29483

PLAINTIFF, in Sui Juris

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 and any/all heirs, successors, assigns and personal representatives, and all unknown DOES 1-99 Plaintiff, vs. Nelson L. Bruce, Administrator of NELSON L BRUCE, ect al. Defendants	Case NO. 16-CP-18-1678 DECLARATION OF Nelson L. Bruce IN SUPPORT OF PRELIMINARY INJUNCTION, AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (SSA-445 FORM) Date: Time: Location: Judge: Date Action Filed: Trial Date:

FILED-RECEIVED
2018 NOV 27 PM 4:02
CHERYL GRAY HILL
CLERK OF COURT
DORCHESTER COUNTY

I, Nelson L. Bruce, Attorney-In-Fact for NELSON L BRUCE, declare:

1. I am the representative for the Defendant in this action, and I have personal knowledge of each fact stated in this declaration.
2. Defendant, Nelson L. Bruce, Administrator and Attorney-In-Fact of NELSON L BRUCE is, and at all times mentioned in this complaint was, an Estate located near Dorchester, County.
3. At all times alleged herein, the NELSON L BRUCE is the paramount security holder in the property located at 144 Pavilion Street, Summerville, South Carolina, 29483 as evidenced by the Deed Recorded at the Dorchester County Recorder. Neither the Nelson

L. Bruce nor any of its heirs, successors, assigns, or personal representatives has EVER entered into a contractual agreement with Plaintiffs WILMINGTON SAVINGS FUND SOCIETY, FSB as TRUSTEE or any of its heirs, successors, assigns, or personal representatives in which the NELSON L BRUCE agreed to pay an alleged mortgage as evidenced by this Declaration.

4. Plaintiffs WILMINGTON SAVINGS FUND SOCIETY, FSB as TRUSTEE and any/all heirs, successors, assigns, and personal representatives are Debt Collectors as defined by 15 U.S.C 1692a (6), attempting to collect a Fraudulent debt by way of a Wrongful Foreclosure, and at all times mentioned in this complaint in violation of 15 U.S.C 1692c - Communication in connection with debt collection (B) & (C), 15 U.S.C 1692d - Harassment or Abuse (1) & (4), 15 U.S.C 1692e - False or Misleading Representations (2)(A-B),(4), (5), (7), (8), (10), (13), (14), 15 U.S.C 1692f - Unfair Practices (1), (6) (A-C), and (7), 15 U.S.C 1692g - Validation of Debt, 15 U.S.C 1692j - Furnishing certain Deceptive Forms (A), 15 U.S.C Sec 1 - Trusts, etc., in restraint of trade illegal; penalty, as evidenced by the Notices of Default filed on the record in this case as **Exhibits A - H**.
5. Defendants and all unknown DOES 1-99, inclusive, are all included and incorporated in this motion by reference under fictitious names. Their true names and capacities are unknown to Defendant. (Defendant is informed and believes and thereon alleges, that each of the fictitiously named Plaintiffs are responsible in some manner for the occurrences alleged in this complaint, and that Defendant's damages as alleged in this motion were proximately caused by those Plaintiffs.)
6. Beginning on or about Friday, August 19, 2016, Plaintiffs, and each of them, wrongfully and unlawfully conducting a Foreclosure Action without having any legal standing or interest in the property located at 144 Pavilion Street, Summerville, South Carolina

29483.

7. Despite several communication attempts through the mail in efforts to order the Plaintiffs Cease and Desist in their fraudulent attempts to collect a debt until it has been validated in accordance with 15 U.S.C 1692g, the Plaintiffs continued the attempts to collect by filing an unlawful foreclosure action and sending multiple agents to the occupied property to take pictures, gather information regarding the property condition for the Foreclosure sale and the agents have been captured and spotted taking these pictures by the Defendant. A failure to appear and defend will result in an order being granted against the Plaintiff for the relief demanded in this motion.

I declare within the laws of the State of South Carolina that the foregoing is true and correct.

"Without Prejudice"

Nelson L. Bruce 8-24-2018

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
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FILE ON DEMAND

Nelson L. Bruce
c/o PMB 1605 Central Avenue, Ste. 6 #167
Summerville, South Carolina 29483

PLAINTIFF, in Sui Juris

IN THE COURT OF COMMON PLEAS COURT OF DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

WILMINGTON SAVINGS FUND SOCIETY,) as TRUSTTE OF STANWICH and any/all heirs, successors, assigns and personal representatives, and all unknown DOES 1-99, Plaintiff, vs. Nelson L. Bruce, Administrator of NELSON L BRUCE, ect. al. Defendants	Case NO. 16-CP-18-1678 MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PRELIMINARY INJUNCTION, AUTHORIZATION FORM TO COLLECT FILING FEE AND INSTRUCTIONS (SSA-445 FORM) (Fed. Rule Civ. Proc. § 65.SC Rule Civ. Proc. § 65, 5(a) and any and all codes, rules, laws similar to the California Code Civ. Proc. §§ 525 et seq.; Cal. Rules of Court, rule 3.1150 and Cal. Rules of Court, rules 3.1200 to 3.1207 are hereby incorporated by reference in this matter) Date: Time: Location: Judge: Date Action Filed: Trial Date:

FILED
2018 JUN 25 PM 4:02
CLERK OF COURT
DORCHESTER COUNTY

I.

INTRODUCTION

1. Defendant, Nelson L. Bruce, Administrator of NELSON L BRUCE is, and at all times mentioned in this complaint was, an Estate located near DORCHESTER County.

2. At all times alleged herein, the NELSON L BRUCE is the paramount security holder in

the property located at 144 Pavilion Street, Summerville, South Carolina 29483 as evidenced by the DEED recorded at the Dorchester County Recorder Book: 7005 and Page: 304-308. Neither the Nelson L. Bruce nor any of its heirs, successors, assigns, or personal representatives has EVER entered into a contractual agreement with Plaintiffs WILMINGTON SAVINGS FUND SOCIETY, FSB as TRUSTEE or any of its heirs, successors, assigns, or personal representatives in which the NELSON L BRUCE agreed to pay a mortgage as evidenced by the associated Declaration.

3. Plaintiffs WILMINGTON SAVINGS FUND SOCIETY, FSB as TRUSTEE and any/all heirs, successors, assigns, and personal representatives are Debt Collectors as defined by 15 U.S.C 1692a (6), attempting to collect a Fraudulent debt by way of a Wrongful Foreclosure, and at all times mentioned in this complaint in violation of 15 U.S.C 1692c - Communication in connection with debt collection (B) & (C), 15 U.S.C 1692d - Harassment or Abuse (1) & (4), 15 U.S.C 1692e - False or Misleading Representations (2)(A-B),(4), (5), (7), (8), (10), (13), (14), 15 U.S.C 1692f - Unfair Practices (1), (6) (A-C), and (7), 15 U.S.C 1692g - Validation of Debt, 15 U.S.C 1692j - Furnishing certain Deceptive Forms (A), 15 U.S.C Sec 1 - Trusts, etc., in restraint of trade illegal; penalty, as evidenced by the Notice of Default on the record in this case as **Exhibits A – H.**

II.

LEGAL ARGUMENT

A. Restraining Commission or Continuance of Act. An injunction may be granted when it appears by the Presentments that the Defendant is entitled to the relief demanded and the relief, or any part thereof, consists in restraining the commission or continuance of the act complained of, either for a limited period or perpetually Fed. Rule Civ. P. § 65, SC Rule Civ. Proc. § 65 and any and all codes, rules, laws similar to the California Code Civ. Proc. § 526(a)(1) that are

applicable in this State for this matter and Defendant hereby incorporate these codes, rules, laws by reference in this matter; *People ex rel. Herrera v. Stender* (2012) 212 Cal. App. 4th 614, 629, 152 Cal. Rptr. 3d 16; Dingley v. Buckner (1909) 11 Cal. App. 181, 183–184, 104 P. 478; see *Southern Christian Leadership Conference v. Al Malaikah Auditorium Co.* (1991) 230 Cal. App. 3d 207, 223, 281 Cal. Rptr. 216).

B. Court Must Consider Likelihood That Defendant Will Prevail and Balance Hardships of Parties. In exercising its discretion, the trial court must consider two interrelated factors: (1) the likelihood that the Defendant will prevail on the merits of the case at trial, and (2) the harm to be suffered by the Defendant if the injunction does not issue as compared to the harm to be suffered by the Plaintiff if it does (*Take Me Home Rescue v. Luri* (2012) 208 Cal. App. 4th 1342, 1350–1353, 146 Cal. Rptr. 3d 461).

Beginning on or about Friday, August 19, 2016, Plaintiffs, and each of them, wrongfully and unlawfully conducting a Foreclosure Action without having any legal standing or interest in the property located at 144 Pavilion Street, Summerville, South Carolina 29483.

C. Great or Irreparable Injury or Waste. An injunction may be granted when it appears by the complaint or declaration that the commission or continuance of some act during the litigation would produce waste, or great or irreparable injury to a party to the action (Fed. Rule, Civ. P. § 65, SC Rule Civ. Proc. § 65 and any and all codes, rules, laws similar to the California Code Civ. Proc. § 526(a)(2) that are applicable in this State for this matter and Defendant hereby incorporate these codes, rules, laws by reference in this matter, 2015.5; *Volpicelli v. Jared Sydney Torrance Memorial Hosp.* (1980) 109 Cal. App. 3d 242, 167 Cal. Rptr. 610; Smith v.

Smith (1942) 49 Cal. App. 2d 716, 718–719, 122 P.2d 346). The term "irreparable injury" means that species of damages, whether great or small, that ought not to be submitted to on the one hand or inflicted on the other (*Wind v. Herbert* (1960) 186 Cal. App. 2d 276, 285, 8 Cal. Rptr. 817). This definition warrants the use of the injunctive power of the court against a wrong that a trial judge deems insufferable because it constitutes an overbearing assumption by one person of superiority and domination over the rights and property of others (*Fretz v. Burke* (1967) 247 Cal. App. 2d 741, 746, 55 Cal. Rptr. 879).

D. Rendering Judgment Ineffectual. An injunction may be granted when it appears, during the litigation, that a party to the action is doing, or threatens, or is about to do, or is procuring or suffering to be done, some act in violation of the rights of another party to the action respecting the subject of the action, and tending to render the judgment ineffectual (Fed. Rule, Civ. P. § 65, SC Rule Civ. Proc. § 65 and any and all codes, rules, laws similar to the California Code Civ. Proc. § 526(a)(3) that are applicable in this State for this matter and Defendant hereby incorporate these codes, rules, laws by reference in this matter; *Heckmann v. Ahmanson* (1985) 168 Cal. App. 3d 119, 136; *Lenard v. Edmonds* (1957) 151 Cal. App. 2d 764, 769, 312 P.2d 308; *Rossi v. Rossi* (1955) 134 Cal. App. 2d 639, 641, 286 P.2d 563).

D. Preservation of Status Quo. A preliminary injunction may be granted to preserve the status quo until a final determination of the merits of the action (*Continental Baking Co. v. Katz* (1968) 68 Cal. 2d 512, 528, 67 Cal. Rptr. 761, 439 P.2d 889; *People v. Black's Food Store* (1940) 16 Cal. 2d 59, 62, 105 P.2d 361; Oiye v. Fox (2012) 211 Cal. App. 4th 1036, 1047–1060, 151 Cal. Rptr. 3d 65; *O'Connell v. Superior Court* (2006) 141 Cal. App. 4th 1452, 1471, 47 Cal. Rptr. 3d 147).

A failure to appear and defend will result in an order being granted against the Plaintiffs for the relief demanded in this motion.

RESPECTFULLY PRESENTED,

"Without Prejudice"

Nelson L. Bruce 8-24-2018

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

FILE ON DEMAND

Nelson Bruce
c/o PMB 1605 Central Avenue, Ste.6 #167
Summerville, South Carolina 29483

PLAINTIFF, in Sui Juris

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, and any/all heirs, successors, assigns and personal representatives, and all unknown DOES 1-99 Plaintiff, vs. Nelson L. Bruce, Administrator of NELSON L BRUCE, ect al. Defendants	Case No.: 16-CP-18-1678

FILED-RECEIVED
2018 NOV 26 PM 4:02
CHERYL HAM
CLERK OF COURT
DORCHESTER COUNTY

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of "~~COMPLAINT~~ motion AVI B FOR PRELIMINARY AND PERMANENT INJUNCTIONS, AND DAMAGES, DECLARATION OF enter Nelson Bruce IN SUPPORT OF PRELIMINARY INJUNCTION, MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT OF PRELIMINARY INJUNCTION has been electronically mailed to all parties listed below:

Respectfully Presented,

Addressed to:
ALBERTELLI LAW
Attention: William S. Koehler (Attorneys for Defendants)
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Certified Mail #: 7017 2400 0000 3330 9711

"Without Prejudice"

Nelson L. Bruce 8-24-2018

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	1st JUDICIAL CIRCUIT
COUNTY OF DORCHESTER	)	
	)	CASE NO.: 16-CP-18-1678
Wilmington Savings Funds Society, FSB, Trustee	)	**MOTION AND ORDER INFORMATION**
Plaintiff,	)	**FORM AND COVERSHEET**
vs.	)	
Nelson L. Bruce, Administrator of NELSON L BRUCE, ect al.;	)	
Defendant.	)	

FILED RECORDED
2018 Jun 29 PM 4:02
CLERK OF COURT
DORCHESTER COUNTY, SC

Plaintiff's Attorney:	Defendant's Attorney:
William S. Koehler, Bar No. SC Bar 74935 Address: 1201 Main Street, Suite 1450 Columbia, SC 29201 Phone: (803) 828-0880 Fax _____ E-mail: wkoehler@alaw.net Other: _____	_____, Bar No. _____ Address: _____ Phone: _____ Fax_____ E-mail: _____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: Temporary Restraining order/Preliminary and Permanent Injunctions and Damages/court filing fee objection/challenge
Estimated Time Needed: 1hr. 30 min. Court Reporter Needed: ☒YES/☐ NO Audio Recording Digital Requested

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 — 8-24-2018
Signature of ~~Attorney~~ for ☐ Plaintiff /☒ Defendant — Date submitted

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ Fill out form SSA-445 to collect service fee/form Attached / must be objected and denied within 10 days as referenced in this motion
☐ 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, SCRCP)
- ☐ 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: _____

CLERK'S VERIFICATION

Collected by:_____ Date Filed: _____
☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

384

ELECTRONICALLY FILED - 2018 Nov 15 11:16 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

STATE OF SOUTH CAROLINA COUNTY OF DORCHESTER 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).	IN THE COURT OF COMMON PLEAS C/A NO.: 2016-CP-18-01678 Motion to Dismiss And Motion for Order of Reference

17-004206

Defendant Nelson L. Bruce ("Defendant") filed an Answer to Plaintiff's complaint on September 25, 2017. In response Plaintiff timely[1] filed its Reply on March 1, 2018. In its Reply, Plaintiff pleaded a Motion to Dismiss Defendant's claims under SCRCP 12(b)(6) for failure to state a claim upon which relief can be granted.

Plaintiff renews its request that the claims be dismissed and asks the Court to refer the remaining foreclosure claim to the Honorable James E. Chellis as Master in Equity for Dorchester County.

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

Date: November 15, 2018
Columbia, South Carolina

[1] Before Plaintiff's time to reply had run, Defendant removed the case to the United States District Court for the District of South Carolina. The District Court issued an Order to Remand the case to State Court. The Remand Order was appealed to the United States Court of Appeals for the Fourth Circuit. The Court of Appeals denied the appeal, remanding the case back to this Court.

ELECTRONICALLY FILED - 2018 Nov 15 11:16 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

STATE OF SOUTH CAROLINA COUNTY OF DORCHESTER 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).	IN THE COURT OF COMMON PLEAS C/A NO.: 2016-CP-18-01678 Memorandum of Law in Support of Motion to Dismiss

17-004206

Defendant Nelson L. Bruce ("Defendant") filed an Answer to Plaintiff's Complaint on September 25, 2017. In response Plaintiff timely[1] filed its Reply on March 1, 2018. In its Reply, Plaintiff pleaded a Motion to Dismiss Defendant's claims under SCRCP 12(b)(6) for failure to state a claim upon which relief can be granted. In support of its Motion Plaintiff offers this memorandum of law.

STANDARD OF REVIEW

".. a ruling on a motion to dismiss under Rule 12(b)(6), SCRCP, must be based solely on the allegations contained in the complaint." Chewning v. Ford Motor Co., 346 S.C. 28, 32, 550 S.E.2d 584, 586 (Ct. App. 2001) citing Baird v. Charleston County, 333 S.C. 519, 527, 511 S.E.2d 69, 73 (1999). "'Viewing the evidence in favor of the [non-moving party], the motion must be granted if facts alleged in the complaint and inferences reasonably deductible therefrom do not entitle the plaintiff to relief ..." Chewning v. Ford Motor Co., 346 S.C. 28, 32, 550 S.E.2d 584,

[1] Before Plaintiff's time to reply had run, Defendant removed the case to the United States District Court for the District of South Carolina. The District Court issued an Order to Remand the case to State Court. The Remand Order was appealed to the United States Court of Appeals for the Fourth Circuit. The Court of Appeals denied the appeal, remanding the case back to this Court.

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586 (Ct. App. 2001) citing Jarrell v. Petoseed Co., 331 S.C. 207, 209, 500 S.E.2d 793, 794 (Ct. App. 1998).

Additionally, the well settled rule is that *facts*, and not *legal conclusions,* must be stated in pleadings... Lowry v. Jackson, 27 S.C. 318, 323, 3 S.E. 473, 477 (1887). In reviewing the pleadings the Court is "not bound to accept as true a legal conclusion couched as a factual allegation." Builder Mart of Am., Inc. v. First Union Corp., 349 S.C. 500, 512, 563 S.E.2d 352, 358 (Ct. App. 2002) *citing* Papasan v. Allain, 478 U.S. 265, 286, 106 S. Ct. 2932, 2944, 92 L. Ed. 2d 209 (1986).

Defendant's claims in the caption

The Defendant lists several claims in the caption to his Amended Response. Insofar as placing information in the caption is to be considered pleading, the Defendant has failed to state facts sufficient to support those causes of action. The Defendant's statement that he has a claim is a conclusion, to be made by the Court. Defendant has not pleaded facts to support the captioned claims.

Libel

The Defendant lists Libel in the caption. In Paragraph 13, subsection b) Defendant states "the state of South Carolina has laws against libel and slander, and I bring forth my claim for such ..." Defendant seems to be making a claim for Libel against the Plaintiff.

Defendant has not pleaded facts sufficient to support this claim. Defendant has not identified any statement which is libelous. He makes reference to "information on this public record". What information the Defendant is referring to is unclear. If it is not possible to tell what facts the Defendant

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is referring to, then it cannot be reasonably said that the Defendant has pleaded facts sufficient to support a cause of action.

Assuming *arguendo* the Defendant is referring to the filing of the Lis Pendens, Summons and Complaint or other pleadings as being libelous, Defendant's claim should be dismissed. The filing of those pleadings are absolutely privileged:

> South Carolina has long recognized that relevant pleadings, even if defamatory, are absolutely privileged. McKesson & Robbins v. Newsome, 206 S.C. 269, 33 S.E.2d 585 (1945); Texas Co. v. C.W. Brewer & Co., 180 S.C. 325, 185 S.E. 623 (1936); Rodgers v. Wise, 193 S.C. 5, 7 S.E.2d 517 (1940); Sanders v. Rollinson, 33 S.C. Law (2 Strob.) 447 (1848) (stating an action for slander based on a defamatory affidavit was a non-suit; the proper attack is under malicious prosecution); *accord* Lone v. Brown, 199 N.J.Super. 420, 489 A.2d 1192, 1195 (App.Div.1985) ("It is well established that statements, written or oral, made by judges, attorneys, witnesses, parties or jurors in the course of judicial proceedings, which have some relation thereto, are absolutely privileged from slander or defamation actions, even if the statements are made with malice."); Kropp v. Prather, 526 S.W.2d 283, 286 (Tex.Civ.App.1975) ("Any communication, oral or written, uttered *24 or published in the due course of a judicial proceeding is absolutely privileged and cannot form the basis for a cause of action in libel or slander.").
>
> Pond Place Partners, Inc. v. Poole, 351 S.C. 1, 23–24, 567 S.E.2d 881, 893 (Ct. App. 2002)

Slander

Defendant appears to be be asserting a claim for Slander. Defendant has not pleaded facts sufficient to support a claim for Slander. Defendant has not identified any statement made by Plaintiff, or any statement at all. "Slander is a spoken defamation while libel is a written defamation or one accomplished by actions or conduct." Kunst v. Loree, 424 S.C. 24, 39, 817 S.E.2d 295, 302 (Ct. App. 2018), reh'g denied (Aug. 16, 2018)*Citing* Swinton Creek Nursery, 334 S.C. at 484, 514 S.E.2d at 133–34.

ELECTRONICALLY FILED - 2018 Nov 15 11:16 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

Violation of the Fair Debt Collection Practices Act

Defendant asserts a violation of the Fair Debt Collection Practices Act (FDCPA), but the FDCPA only applies to debt collectors. Plaintiff is not a Debt Collector under the statute. Even assuming Plaintiff is collecting a debt, Plaintiff is the holder of the Note and the legal title owner of the Mortgage, so it is not collecting the debt of another. As the U.S. Supreme Court has stated, "you have to attempt to collect debts owed *another* before you can ever qualify as a debt collector." Henson v. Santander Consumer USA Inc., 137 S. Ct. 1718, 1724, 198 L. Ed. 2d 177 (2017) (Emphasis in original.)

Additionally, Plaintiff is not collecting a debt. It has waived deficiency and is seeking only to foreclose its security interest in the property. In similar situations Courts have held that a foreclosure without a deficiency demand does not implicate the FDCPA. In an unreported decision the United States District Court for the District of South Carolina stated: "[Mortgagees] do not seek a deficiency judgment and seek only a judgement of foreclosure. 'The FDCPA's purpose is to protect consumers from debt collectors attempting to collect funds, not attempts to foreclose interests in property.'" Sain v. HSBC Mortg. Services, Inc., No. 4:08-2586-TLW-SVH, 2010 WL 2902741, at 3 (D.S.C. July 10, 2010), *report and recommendation adopted by* 2010 WL 2902739 (D.S.C. July 22, 2010); *see also* Coburn v. Gonzalez, 141 F.Supp.3d 1339, 1341–42 (S.D. Fla. 2015) Gavin v. Bank of Am. N.A., No. 716CV02082TMCJDA, 2016 WL 11201771, at 3 (D.S.C. Dec. 14, 2016), *report and recommendation adopted*, No. CV 7:16-2082-TMC-JDA, 2017 WL 382432 (D.S.C. Jan. 27, 2017)

Conspiracy claim

"A civil conspiracy consists of three elements: (1) A combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes the plaintiff special damages" Hammond v.

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Butler, Means, Evins & Brown, 300 S.C. 458, 463, 388 S.E.2d 796, 798 (1990). Defendant has not alleged facts to support any of the elements. In his claim he states "the opposing parties". There are no opposing parties, only the Plaintiff. There is no combination of two or more persons.

Defendant has not pleaded facts showing any parties have come together for the purpose of injuring Plaintiff. Additionally, Defendant has not pleaded special damages, which is an essential element. Rule 9(g), SCRCP, requires "when items of special damage are claimed, they shall be specifically stated." In AJG Holdings LLC v. Dunn, the Court of Appeals stated, "To prove special damages, [claimaints] had to show that the acts in furtherance of the conspiracy were separate and independent from other wrongful acts alleged in the complaint." *See* Todd v. S.C. Farm Bureau Mut. Ins. Co., 276 S.C. 284, 293, 278 S.E.2d 607, 611 (1981). Special damages must be properly pled, or the claim for civil conspiracy will be dismissed. Hackworth v. Greywood at Hammett, LLC, 385 S.C. 110, 115–16, 682 S.E.2d 871, 875 (Ct.App.2009); *see also* Rule 9(g), SCRCP (requiring special damages to be specifically stated in the pleadings). AJG Holdings LLC v. Dunn, 392 S.C. 160, 167–68, 708 S.E.2d 218, 222–23 (Ct. App. 2011), aff'd, 410 S.C. 346, 764 S.E.2d 912 (2014)

The AJG Court cited the Hackworth case, which makes it clear that dismissal is appropriate when special damages are not properly pleaded.

Additionally, Defendant's claim seems to center around an assertion that the initial Plaintiff did not have standing to bring this action. Even assuming this to be true, lack of standing may be a defense to the action, not the basis of a conspiracy claim.

Remaining Claims

The Defendant's Answer and Counterclaims makes references to other alleged violations, statutes and causes of action, but Defendant has not pleaded facts to support a cause of action against

Plaintiff under any of these statutes. Insofar as the Court is inclined to deem other causes of actions as having been pleaded, they should be dismissed for failure to state a claim upon which relief can be granted.

/s/ William S. Koehler
Albertelli Law
Attorneys for Bank of America, NA
William S. Koehler,
Attorney, SC Bar No.: 74935
1201 Main St, Suite 1450
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Phone: (803) 828-0880
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Date: November 15, 2018
Columbia, South Carolina

ELECTRONICALLY FILED - 2018 Nov 15 11:16 AM - DORCHESTER - COMMON PLEAS - CASE#2016CP1801678

RECORD/FILE ON DEMAND

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, vs. Nelson L. Bruce, Sui Juris, et al. Defendant.	)	**Case NO. 16-CP-18-1678** **DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO DISMISS AND MOTION FOR ORDER OF REFERENCE**

FILED-RECORDED
2018 DEC 17 PM 12:49
CHERYL GRIMBALL
CLERK OF COURT
DORCHESTER COUNTY

DEFENDANTS' OPPOSITION TO PLAINTIFF'S MOTION TO DISMISS AND MOTION FOR ORDER OF REFERENCE

Comes now the Defendant Nelson L. Bruce, Propria Persona, Sui Juris, the beneficial owner of the PUBLIC TRUST, hereby presents its opposition to Plaintiffs' Motion to Dismiss and Motion for Order of Reference which was filed on **November 15, 2018** and mailed late notifying the Defendant of the filed motion with a notice dated **November 26, 2018** which he received **November 29, 2018**. The Plaintiff states that they filed a timely reply to Defendants answer and amended countersuit on **May 1, 2018** which they plead a motion to dismiss Defendant's claims under **SCRCP 12(b)(6)** for failure to state a claim upon which relief can be granted. Defendant hereby objects to any and all parts of this motion as he has stated a claim to which relief may be granted, in fact, he has enough facts in the referenced amended countersuit evidenced by all **exhibits A-I** filed on the record in this case (state

court) and district court (case no. **2:17-cv-02617-RMG-BM)**, his reply/response and objections to Plaintiff's answer/response filed on **March 27, 2018** which Defendant hereby incorporates by reference in this response to include any and all exhibits, and responses filed as referenced above therefore the Plaintiffs' motion should be denied for the reasons referenced above and for the following:

1. Defendant hereby reiterates and incorporates the **March 27, 2018** response by reference in this opposition. Defendant also states that there is a valid **"Estoppel"** (equitable or otherwise) in this matter against the Plaintiffs' by their silence and acquiescence (acquiescence by silence see... Georgia v. South Carolina - 497 U.S. 376 (1990)) evidenced by his exhibits (filed on record and to be produces upon request by the court) which include affidavits ***(See ...United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982] "Indeed, no more than affidavits is necessary to make the prima facie case." See... Morris v National Cash Register, 44 S.W. 2d 433 at point #4 ...an uncontested allegations in affidavit must be accepted as true. An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law.")*** which operate as a valid Estoppel in this matter as the affidavits (to include the amended countersuit which is an affidavit) have not been rebutted and the timeframe to rebut has long passed and the defaults by all parties which include but is no limited to **BANK OF AMERICA, N.A., WILMINGTON SAVINGS FUND SOCIETY, FSB, CARRINGTON MORTGAGE SERVICES, LLC** as all parties have continual defaults in this matter which is incorporated by reference in this response and the parties should be and should have been enjoined into this matter before any judgment/order could be placed substituting the Plaintiff **(see paragraph 9 of Defendants' amended countersuit filed on the record on September 25, 2017)** as Defendant requested in this countersuit filed on **September 25, 2017.** Defendant hereby requests that the

attorney(s) of record for these parties also be enjoined as an opposing party to Defendants amended countersuit to be sued under all laws, statutes, codes ect...which they violated as referenced in his countersuit as they are also Debt collectors who have violated the FDCPA and state Consumer laws by proceeding to collect an alleged debt from the Defendant the consumer when they were required to cease and desist as the parties have not provided validation nor verification of the alleged debt (evidenced by the nature of the complaint which is an unverified complaint and continues to be unverified). For the reasons referenced above and in this opposition, there should have been a hearing as required by law before there could be a substitution of Plaintiff ***(See...Motion to Vacate March 23, 2018 order granting a substitution of the Plaintiff)*** and because this order was placed without even considering there may have been objections by the Defendant evidenced by his amended countersuit. this Substitution/Motion was done in error without the consent of the Defendant and consideration of his amended countersuit and the Judge who placed this order, erred in their decision and placed it without reviewing and considering the claims filed in the Defendants amended countersuit which is futile in this matter in regards to any substitution of Plaintiffs' and to Defendants' claims and sufficient evidence of the Judge of record representing this court placing such orders being **prejudicial to the Defendant** and violating his natural rights which he explicitly reserves and retains at all times and chooses to exercise as the judge is required to review the record and is being documented as such. For the reasons referenced above, Defendant hereby adds as a defense to Plaintiffs' complaint and motions the Doctrine of Estoppel by Acquiescence, Doctrine of waiver, Doctrine of laches, Doctrine of unclean hands as Plaintiffs' had willfully fraudulently concealed evidence, material facts in regards to the nature of the loan and origination of the loan, as they have violated the Defendants' rights as he has a right to have full disclosure in regards to the loan and the Plaintiffs and or opposing parties, each of them as financial institutions have actual

knowledge and or are required to have actual knowledge of the real facts in regards to the loan and origination thereof, and the Plaintiffs' and other opposing parties requested to be enjoined by their default which this opposition contains the essential elements of **Estoppel** as related to the party to be estopped and the parties estopped has waived all claims and defenses as referenced in this opposition, and the exhibits which are all incorporated by reference in this case therefore this case should be and should have been dismissed with prejudice. **"Defendant hereby notifies the court and directs that a court of original jurisdiction review any and all exhibits filed on the record already by the Defendant and to be filed on the record upon request of the court if further is needed to review other defaults by all referenced parties as the court is required to review all exhibits filed on the record when making any forms of judgments/orders in this matter."** Defendant hereby explicitly reserves and retains the right to amend his amended countersuit with leave of court and hereby exercises that right with the filing of this opposition as there is new evidence, new parties to be enjoined and issues in this matter that have come forth since the filing of his amended countersuit.

2. Defendant also states that because they are trying to foreclose on a property which the proceeds after foreclosure and the sale of property gets applied to the outstanding alleged **"debt balance"** in regards to the account in default, it is considered debt collection as it falls under the FDCPA as the FDCPA covers security interests as referenced below when it involves a debt collector (the Plaintiffs' and other parties requested to be enjoined) and a consumer (the Defendant)..

3. The Defendant is not required to post evidence before the court prior to bringing this matter before the jury. That his Affidavits filed on the record as exhibits are "prima facie" evidence of fact to be considered as true and correct as they have not been rebutted and are sufficient to state a claim and proceed in this matter. This is the beginning stages of this case, I am not required to layout my

entire case. I am only required to give a brief description of what my claims and issues are. The law does not require me to explain the entire case at this time therefore I hereby object to any dismissal when it pertains to this issue. ***See...Swierkiewicz v. Sorema N.A., 534 U.S. 506, 512 (2002); accord Atchison, Topeka & Santa Fe Ry. v. Buell, 480 U.S. 557, 568. n.15 (1987) (under Rule 8, claimant has "no duty to set out all of the relevant facts in his complaint").*** "Specific facts are not necessary in a Complaint; instead, the statement need only 'give the defendant fair notice of what the . . . claim is and the grounds upon which it rests.'" ***Epos Tech., 636 F. Supp.2d 57, 63 (D.D.C. 2009) (quoting Bell Atlantic v. Twombly, 550 U.S. 544, 555 (2007)).*** Thus, the Court Rules embody "notice pleading" and require only a concise statement of the claim, rather than evidentiary facts. The Plaintiffs' have not produced any evidentiary facts before the court, only hearsay and there is to be equal protection of law to both parties, anything else is a violation of the rights of the person where there is a show of prejudicial acts against that party and a failure to prove equal protection of law which will also be documented as being prejudicial to the Defendant.

4. Defendant also states that the State court (a court of limited jurisdiction in this matter) does not have jurisdiction to make an order/judgement on the Defendants amended countersuit as the amount being sued upon is over the jurisdictional amount of this court and the defendant is counter suing under federal question as there is also diversity in this case therefore this court does not have "subject matter" jurisdiction nor original jurisdiction in regards to Defendants countersuit and defendant hereby requests that the Plaintiff's claims be stayed if not already dismissed based off of the Defendants 4 recently filed motions filed on the record on **8-23-2018** and the Defendants countersuit be transferred/remanded to a court of **Original Jurisdiction i.e. common law jurisdiction** to proceed with Defendant's amended countersuit.

5. The court cannot dismiss this matter because there are genuine issues of disputed facts and/or

material facts which preclude summary judgment as to rather or not there is an actual valid outstanding lawful debt owed to the Plaintiff's, the Plaintiff' actually loaned lawful Money (something of value) and not some form of credit which was not disclosed to borrower where there was a "meeting of the minds" or credit by other depositors money to Defendant, there was value and lawful consideration in this alleged loan transaction and what the actual consideration was, that the Plaintiff is actually collecting their own debt evidenced and validated by an actual lawful loan with a remaining balance given to Defendant as alleged, the Plaintiff is the true holders in due course of the original note bearing the Plaintiffs wet ink Signature, the alleged contract was "ultra vires," there was a breach of contract/breach of agreement by the Plaintiff, there was a failure to disclose material facts in the alleged transaction, there was a failure to disclose a change in terms of payment in the alleged contract, there was a failure to obtain a letter from the Secretary as required giving Plaintiff the right to bring forth a foreclosure action as this is a government loan under the full faith and credit clause, there was a failure to validate the debt under the FDCPA and other State Consumer Procedural laws, there was a failure to process tender of Payment, there was consumer harm and other forms of damages and/or monetary damages caused by Plaintiff's lack of performance and violations of law as referenced and incorporated in Defendant's amended countersuit, Memorandum of Law and other filings filed on the record in this case (both state and district court) and there is a controversy in this matter as the court is here to hear controversy.

6. All Plaintiff's and parties referenced in paragraph 1 of this response are all debt collectors including the Attorney of record as all parties are trying to collect an alleged debt from the Defendant on behalf of another party ***(See...SC code of law 37-1-301(28) Debt Collector Defined, SC code of law 37-12-20(10)(a)(i)(iii)(iv)(v)(b))*** as also referenced in the caption of this case. The FDCPA regulates **any person** "which included alleged creditors" under the ***FDCPA Section 803 (6) states The term "debt collector" means any person who uses any instrumentality of interstate commerce or the mails in***

any business the principal purpose of which is the collection of any debts*, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another. Notwithstanding the exclusion provided by clause (F) of the last sentence of this paragraph, the term includes any creditor who, in the process of collecting his own debts, uses any name other than his own which would indicate that a third person is collecting or attempting to collect such debts.* ***For the purpose of section 1692f(6) of this title, such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests.*** The trustee in this matter is a corporation, alleging to collect a debt on behalf of another corporation as the trustee indicating they are collecting on behalf of another party which is the referenced trust.

7. Defendant has stated that the Plaintiff's has committed constructive fraud, there is no statute of limitations for constructive fraud which is alleged in this matter and it is an ongoing conspiracy that I am alleging, that they have conspired into depriving me of my property therefore I object to any statute of limitations defenses. According to the acts of congress, it is illegal for anyone to claim that there is a debt owed and for anyone to expect payment for that debt being owed, **See...The Gold Repeal Act of 1933 of June 5, 1933.** Claiming that a debt is owed and that someone is obligated to the debt during this current **national emergency, national banking holiday,** the Plaintiffs' have **acted in conspiracy to deprive** me of my private property in violation of laws of the **United States** and of the great **State of South Carolina therefore I** object to any claims of an alleged debt being owed to the Plaintiff's.

8. I hereby object to the information put on the record by the attorney's. An attorney cannot and may not testify on behalf of their client (***See...Trinsey vs. Pagliaro***). In re United States, supra, at 898, litigants' constitutional rights are violated when Courts depart from precedent where parties are similarly situated. I have a natural and a constitutional right to have my claim[s] heard and have an

audience according to the rules precedent (and we respectfully request such), see, Id at 898. Furthermore, "Statements of counsel or in argument are not facts before the Court and are therefore insufficient for a motion to dismiss or for summary judgment"; and "An attorney for the Defendant cannot admit evidence into the Court, He is either an attorney or a witness". Trinsey vs. Pagliaro, supra. at 647. There is a controversy and the court is here to hear controversy.

9. There is an ongoing challenges placed on the record in regards to this court ***(See...Amended Motion: Pre-trial discovery/jurisdictional challenge/notice of fiduciary duty filed on 7-23-2018)*** and the Attorneys of record ***(See... motion to vacate judgment entered on September 15, 2017)***. For these reasons, I must also request that my motion for default that was filed on **October 26, 2017** be reviewed/reopened again by a court of **original jurisdiction i.e. common law jurisdiction** and summary judgment be placed on all the grounds of the objections referenced in that filing and this opposition.

10. Defendant states that if he knew that he was going to be lent **"BOOKKEEPING ENTRY CREDIT"** stuff that the bank creates on paper, we would not be going through this because there is no way he would have agreed or authorize anything with the bank including to agree to pay in dollar bills has no value which the only persons who can use it is the banks and the treasury ***(See...12 U.S.C. 411)***.

11. The Plaintiffs and other parties referenced above have not validated and verified this alleged debt under section 809 of the FDCPA as requested within the 30 day timeframe as required under this section of the FDCPA therefore the plaintiffs' are in violation of the FDCPA which under this section includes verification of the alleged debt as well therefore they are continually in default as of the date of this filing. The Defendant requested "Validation and Verification of this alleged debt for this alleged account as defined below. The plaintiffs' never provided me anything stating it was true

and correct under oath, never provide me anything attested to under penalty of perjury as required for validation and verification of the alleged debt. The Plaintiffs' never lent me money as specified above, the Defendant lent "**BOOKKEEPING ENTRY CREDIT**" which was not specified in any loan docs or in any of our conversations (no meeting of the minds) and the Plaintiffs' are required to give me a full accounting of the matrix of the origination of the funds which generated the alleged loan which they did not do which is a violation of the **Federal Truth in Lending Act- 15 USC § 1601** and the **Fair Debt Collections Practices Act 15 USC §1692** ***(See... Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008))***, also see below Debt validation and Verification as required by the FDCPA:

FDCPA 15 SC 1692g § 809. Validation of debts

(a) Notice of debt; contents
Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing --

(1) the amount of the debt;

(2) the name of the creditor to whom the debt is owed;

(3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector;

(4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain **verification** of the debt or a copy of a judgment against the consumer and a copy of such **verification** or judgment will be mailed to the consumer by the debt collector; and

(5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

(b) Disputed debts
If the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) of this section that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector. Collection activities and communications that do not otherwise violate this subchapter may continue during the 30-day period referred to in subsection (a) unless the consumer has notified the debt collector in writing that the debt, or any portion of the debt, is disputed or that the consumer requests the name and address of the original creditor. Any collection activities and communication during the 30-day period may not overshadow or be inconsistent with the disclosure of the consumer's right to dispute the debt or request the name and address of the original creditor.

(c) Admission of liability
The failure of a consumer to dispute the validity of a debt under this section may not be construed by any court as an admission of liability by the consumer.

(d) Legal pleadings
A communication in the form of a formal pleading in a civil action shall not be treated as an initial communication for purposes of subsection (a).

(e) Notice provisions
The sending or delivery of any form or notice which does not relate to the collection of a debt and is expressly required by title 26, title V of Gramm-Leach-Bliley Act [15 U.S.C. 6801 et seq.], or any provision of Federal or State law relating to notice of data security breach or privacy, or any regulation prescribed under any such provision of law, shall not be treated as an initial communication in connection with debt collection for purposes of this section.

Definitions of Validation and Verification:

Legal Definition of Validation - To **validate** is to prove that something is based on truth or fact, or is acceptable.

Legal Definition of Verification - Verification is the **legal** context refers to a declaration under oath or upon penalty of perjury that a statement or pleading is true. The **verification** is located at the end of a document. If a complaint is **verified** then the answer to the complaint must be **verified**.

Conclusion.

In short, the Defendant has stated a claim to which relief maybe granted, and Defendant's amended countersuit fully complies with the requirements of **South Carolina and Federal Rule of Civil Procedure 8** and provides Plaintiffs fair notice of the charges against them and the grounds therefor. Discovery and argument will add further detail later; Furthermore, the court cannot dismiss this matter because there are genuine issues of disputed facts and/or material facts which preclude summary judgment as explained above. The state court has no jurisdiction to make a judgement/order on Defendants amended countersuit as it is not a court of original jurisdiction and has no subject matter in this case as explained above. This court should dismiss Plaintiffs claims and or place a stay and transfer the Defendants amended countersuit to a court of Original Jurisdiction i.e. common law jurisdiction and enjoin all parties requested to be enjoined in this matter. Additionally, the Defendant has sufficiently alleged facts in his amended countersuit and harm. Accordingly, for the reasons set forth herein

and above, the Defendant Objects to any and all averments, hearsay raised by the Plaintiff's attorney in their motion to dismiss/ Motion for Order of Reference and respectfully requests that a court of Original Jurisdiction deny Plaintiffs' Motions referenced above as there is also a valid **"Estoppel"** in this matter.

Respectfully Presented,

"Without Prejudice"

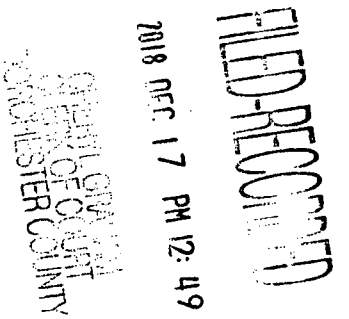
Nelson L. Bruce - void 12-12-2018

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, SC 29483
Phone: 843-437-7901

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing have been electronically mailed to the following parties located below.

Respectfully Presented,



Addressed to:

Albertelli Law
William S. Koehler
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
Certified Mail No.: 7018 0360 0001 0340 5921

"Without Prejudice"

Nelson L. Bruce -void 12-12-2018

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
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U.C.C. 1-207/1-308, 1-103.6
c/o PMB 1605 Central Avenue, Ste.6 # 167, Summerville, SC 29483
Phone: 843-437-7901

Dear Clerk of Court,

Included in this mailing is an original filing and a copy of the original filing, you are hereby directed to file the original "Opposition to Plaintiffs' motions" and stamp the attached copy of this filing as a certified copy and mail the copy in the stamped envelope back to me. Thanks in advance!

Nelson L. Bruce

Nelson L. Bruce - mail 12-12-2018

DEC 1 2018

STATE OF SOUTH CAROLINA)
)
COUNTY OF Dorchester)

IN THE COURT OF COMMON PLEAS
1st JUDICIAL CIRCUIT

CASE NO.: 16 -CP- 18 - 1678

Wilmington Savings Funds Society, FSB
Plaintiff,
vs.
Nelson L. Bruce, et. al.
Defendant.

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

FILED-RECEIVED
2019 MAR 29 PM 4:33

Plaintiff's Attorney: _____, Bar No. _____	Defendant's ~~Attorney~~: Nelson L. Bruce Pro Se Litigant, Bar No. _____
Address:	Address: Summerville, SC 29483
Phone: _____ Fax _____	Phone: 843-437-7901 Fax _____
E-mail: _____ Other: _____	E-mail: leabruce216@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 — 3-29, 2019
Signature of ~~Attorney~~ for ☐ Plaintiff / ☒ Defendant — 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, SCRCP)
- ☐ 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: $ _____

Record/FILE ON DEMAND

Acceptance of Offer with full immunity AND WITHOUT RECOURSE! NBLB-20190326NLBLBCATR-ATRAB2BOA1

FILED-RECORDED
2019 MAR 29 PM 4:33

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©
The addendum to contract referred to is # ADDEN1-2019-0130BRUCWSFCM-S4451©
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

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 (9th Cir. 2010)**; *U.S. ex rel. Lighting & Power Servs., Inc. v. Inferface Constr. Corp.*, 553 F.3d 1150, 1152 (8th 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 (7th 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 (3rdCir. 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.**

(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:

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

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

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

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

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. <u>The Dispute</u>.

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 mad 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.

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 Respondents(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©** 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 (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.

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 Lloyds 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 administerially." **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).

- 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.

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

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

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.)

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

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).

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.[ibid] Further, the parties agreed arbitration would "be final and binding."[ibid] 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.

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*

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

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

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.'").

"'**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 (5th 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 (1st 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 (11th 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 (11th 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

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

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."

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 (11th 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.

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-

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/u/b/o First Call Mechanical v. Sundt Constr., Inc.*, 2007 WL 1655976, 3 (D. Ariz. 2007); *see also U.S. f/u/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/u/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/u/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

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/u/b/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. TGK 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/u/b/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

"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 (7th 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 (10th 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 (11th 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.

§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)]").

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***

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 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' "

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)).

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.

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**

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

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 Associaton) 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 Uninform 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 26th 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
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

SOCIAL SECURITY ADMINISTRATION

Authorization Form Approved

OMB No. 0960-0719

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**

__ **Community based, non-profit social service agency**

X **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

_____

_____

SSA-446 (07-2006)

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. S 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.

Memorandum Table and Authorities:

Legal Standard

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, 56, 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

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.

Effect of Federal Arbitration Act

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

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 COMMC'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

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

U.S. Supreme Court, 25 Jun 1986

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

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

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

Record/FILE ON DEMAND
Acceptance of Offer with full immunity AND WITHOUT RECOURSE! NBLB-20190326NLBLBCATR-ATRAB2BOA1-2[C]

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

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

FILED RECEIVED
2019 MAR 29 PM 4:33
CHARLOTTE
DORCHESTER

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

Exhibits/Evidence - J

Detailed Schedule of Exhibits/Evidence - J1:

1. True and Correct copy of orignal conditional acceptance agreement # 2019-0108BRUCWSFCM–S12389981– 5577899811© 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© 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

FILED/RECEIVED
2019 MAR 06 PM 12:33

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©

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

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

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

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."].

Exhibits/Evidence - J1

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-

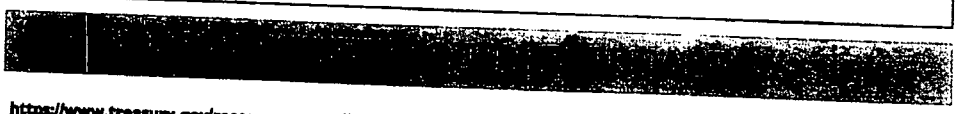
"Federal Reserve notes are not redeemable, and receive no backing by anything this has been the case since 1933. The notes have no value for themselves," this is taken from the official website of the United States financial expert, the United States Department of the Treasury whose job it is to print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

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



https://www.treasury.gov/resource-center/faqs/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 Z 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?

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!

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**

· 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, 94th 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 user; 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 5th, 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 mount 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.

Exhibits/Evidence - J1

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, accept 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 State, 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

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

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

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

Exhibits/Evidence - J1

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. al; 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 Respondents(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©** 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

(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.

Exhibits/Evidence - J1

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.

Exhibits/Evidence - J1

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 Lloyds 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." *ASI 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) *FTC v G.E.* 281 US 464; *Keffer 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 administerially." *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).
- 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

Exhibits/Evidence - J1

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 1-8-2019

Nelson L. Bruce a Natural Man

2019-0108BRUCWSFCM-512389881-557789811® 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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Exhibits/Evidence - J1

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Your item was delivered at 4:00 pm on January 16, 2019 in WILMINGTON, DE 19801.

Delivered

January 16, 2019 at 4:00 pm
Delivered
WILMINGTON, DE 19801

Tracking History ⌄

Product Information ⌄

See Less ^

Feedback

Tracking Number: 70180360000103406133 Remove ×

Expected Delivery by

THURSDAY

10 JANUARY 2019 by **8:00pm**

Delivered

January 10, 2019 at 12:33 pm
Delivered, Front Desk/Reception/Mail Room
COLUMBIA, SC 29201

See More ⌄

Remove ×

Tracking Number: 70180360000103406140

Exhibits/Evidence - J1

Your item was picked up at a postal facility at 8:33 am on January 15, 2019 in CHARLESTON, SC 29402.

Delivered

January 15, 2019 at 8:33 am
Delivered, Individual Picked Up at Postal Facility
CHARLESTON, SC 29402

See More

Tracking Number: 70180360000103406157

Remove ×

Expected Delivery on

MONDAY

14 JANUARY 2019 by **8:00pm**

Delivered

January 14, 2019 at 11:31 am
Delivered, Individual Picked Up at Postal Facility
WESTFIELD, IN 46074

See More

Feedback

Tracking Number: 70180360000103406164

Remove ×

Your item was delivered at 5:56 am on January 17, 2019 in WASHINGTON, DC 20530.

Delivered

January 17, 2019 at 5:56 am
Delivered
WASHINGTON, DC 20530

See More

Remove ×

Tracking Number: 70180360000103406171

Exhibits/Evidence - J1

Expected Delivery on

WEDNESDAY

16 JANUARY 2019 by **8:00pm**

Delivered

January 16, 2019 at 11:07 am
Delivered
WASHINGTON, DC 20543

See More

Tracking Number: 70180360000103406188

Remove ×

Expected Delivery by

MONDAY

14 JANUARY 2019 by **8:00pm**

Feedback

Delivered

January 14, 2019 at 1:14 pm
Delivered, Front Desk/Reception/Mail Room
COLUMBIA, SC 29201

See More

Tracking Number: 70180360000103406195

Remove ×

Your item has been delivered to an agent at 8:32 am on January 28, 2019 in WASHINGTON, DC 20250.

Delivered

January 28, 2019 at 8:32 am
Delivered, To Agent
WASHINGTON, DC 20250

See More

463

Exhibits/Evidence - J1

Exhibits/Evidence - J1 Remove X

Tracking Number: 70180360000103406201

Expected Delivery on

TUESDAY

15 JANUARY 2019 by **8:00pm**

Delivered

January 15, 2019 at 8:47 am
Delivered, Individual Picked Up at Postal Facility
COLUMBIA, SC 29211

See More

Tracking Number: 70180360000103406218

Remove X

Expected Delivery by

FRIDAY

11 JANUARY 2019 by **8:00pm**

Delivered

January 11, 2019 at 10:59 am
Delivered, Front Desk/Reception/Mail Room
COLUMBIA, SC 29210

See More

Feedback

Remove X

Tracking Number: 70180360000103406225

Exhibits/Evidence - J1

Expected Delivery on

THURSDAY

17 JANUARY 2019 by **8:00pm**

Delivered

January 17, 2019 at 12:04 pm
Delivered, Left with Individual
SAINT GEORGE, SC 29477

See More

Tracking Number: 70180360000103406232

Remove X

Your item was delivered to an individual at the address at 11:27 am on January 16, 2019 in HYATTSVILLE, MD 20785.

Feedback

Delivered

January 16, 2019 at 11:27 am
Delivered, Left with Individual
HYATTSVILLE, MD 20785

See More

Tracking Number: 70180360000103406249

Remove X

Your item was delivered at 8:20 am on January 17, 2019 in WASHINGTON, DC 20551.

Delivered

January 17, 2019 at 8:20 am
Delivered
WASHINGTON, DC 20551

See More

465

Remove X

Tracking Number: 70180360000103406300

Exhibits/Evidence - J1

Your item was delivered at 11:27 am on January 14, 2019 in CHARLOTTE, NC 28255.

Delivered

January 14, 2019 at 11:27 am
Delivered
CHARLOTTE, NC 28255

See More

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FAQs (https://www.usps.com/faqs/uspstracking-faqs.htm)

Feedback

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Sign Up (https://reg.usps.com/entreg

/RegistrationAction_input?app=UspsTools&

*NOTE: Black and white (grayscale) images show the outside, front of letter-sized envelopes and mailpieces that are processed through USPS automated equipment.

appURL=h[illegible]3A%2F

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©

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: 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

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

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

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 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: 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: 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: 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 Supreme Court - chief justice John Glover Roberts Jr.
Address: 1 First St NE, Washington, DC 20543

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

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

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: 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: 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

Exhibits/Evidence - J2

House of Representatives, Governor of the state of South Carolina, chief justic 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 accords with the providions 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

Exhibits/Evidence - J2

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 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/faqs/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 Z 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

Exhibits/Evidence - J2

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?

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.

Exhibits/Evidence - J2

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, 94th 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 user; 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 5th, 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:

Exhibits/Evidence - J2

[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 mount 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, accept 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 State, 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 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 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

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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 lawfulness and validity of such to include; inter ali, 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. al; 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,

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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 Respondents(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©** 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

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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

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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 Lloyds List Rep 104

- "internationally accepted principles of law governing contractual relations"[*Deutsche Schachtbau v R'As al-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 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." *Aish 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 administerially." *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 powar, 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).
- 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.

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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

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-S4451



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MOUNT PLEASANT, SC 29464

See More

Tracking Number: 9505510545839031434486 Remove X

Expected Delivery on

FRIDAY

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

Delivered

February 1, 2019 at 8:38 am
Delivered, In/At Mailbox
COLUMBIA, SC 29201

See More

Feedback

Remove X

Tracking Number: 70180360000103406393

Exhibits/Evidence - J2

Expected Delivery on

THURSDAY

21 FEBRUARY 2019 by **8:00pm**

Delivered

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

Get Updates

Text & Email Updates

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

Product Information

See Less

487

Feedback

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 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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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
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©

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)

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 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-S12389981-5577899811©**
Addendum to Agreement/Contract I.D. #: 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.

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

Reference: **Agreement/Contract No.: 2019-0168BRUCWSFCM-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 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 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©

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 19, 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©

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 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-S12389981-5577899811©**
Addendum to Agreement/Contract I.D. #: 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.

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.

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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 2-9-2019

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): **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. #: 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 2-19-19

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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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.

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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 2-9-2019

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

Reference: **Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981– 5577899811©**
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 2-19-19

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 Pointe Blvd., Columbia, SC 29210

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 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.

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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 2-9-2019

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 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 Pointe Blvd.
Columbia, South Carolina 29210

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 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): **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.: 2019-0108BRUCWSFCM-S12389981- 5577899811©**
Addendum to Agreement/Contract I.D. #: 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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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.
1200 Senate Street, Suite 214, Wade Hampton Building, Columbia, South Carolina 29201

Reference: **Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981-5577899811©**
Addendum to Agreement/Contract I.D. #: ABDEN1-2019-0130BRUCWSFCM-S4451©

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Thank you for your consideration....

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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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(Opportunity to Cure)
SERVED OR PRESENTED via the: UNITED STATES POSTAL SERVICE
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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 Johanie 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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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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(Opportunity to Cure)
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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 29201

Reference: **Agreement/Contract No.: 2019-0108BRUCWSFCM-S12389981- 55778999811©**
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451©

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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 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©

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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
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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-S12389981-5577899811©**
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451©

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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
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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©

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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
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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.: 2019-0130BRUCWSFCM-S12389981-5577899811©**
Addendum to Agreement/Contract I.D. #: ADDEN1-2019-0130BRUCWSFCM-S4451©

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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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USPS Tracking®

FAQs > (https://www.usps.com/faqs/uspstracking-faqs.htm)

Exhibits/Evidence - J3

Track Another Package +

Tracking Number: 9505510545829036517246

Remove ×

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 ×

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 ⌄

509

Exhibits/Evidence - J3

Remove ×

Tracking Number: 9505510545829037518051

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

Delivered

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

See More ⌄

Tracking Number: 9505510545829037518044

Remove ×

Expected Delivery by

FRIDAY

8 FEBRUARY 2019 ⓘ by **8:00pm** ⓘ

Feedback

Delivered

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

See More ⌄

Exhibits/Evidence - J3

Remove ×

Tracking Number: 9505510545829037518082

On Time

Expected Delivery on

FRIDAY

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

Delivered

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

See More

Tracking Number: 9505510545849038317569

Remove ×

Feedback

Expected Delivery on

FRIDAY

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517

Exhibits/Evidence - J4

FILED-RECORDED
2019 MAR 29 PM 4:34

CARRINGTON
MORTGAGE SERVICES, LLC
NMLS ID #2600

P.O. Box 5001
Westfield, IN 46074

Monthly Mortgage Statement

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

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: (Taxes and/or Insurance)*	$193.28
Reg. Monthly Payment:	**$1,033.65**
Overdue Payment:	$58,460.09
Total Fees Charged:	$2,583.84
Total Amount Due:	**$62,077.58**

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
Total	**$0.00**	**$0.00**

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

△ Please detach and return with your payment △

CARRINGTON
MORTGAGE SERVICES, LLC
NMLS ID #2600

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

519

Payment Due	$
Additional Principal	$
Additional Escrow	$
Late Charge	$
Total Amount Enclosed	$

70001245540062077580062118921

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF DORCHESTER) 1st JUDICIAL CIRCUIT
)
) CASE NO.: 16 -CP- 18 - 1678
)
Wilmington Savings Funds Society, FSB, Trustee) **MOTION AND ORDER INFORMATION**
Plaintiff,) **FORM AND COVERSHEET**
vs.)
)
Nelson L. Bruce, et al.)
Defendant.)

FILED-RECORDED
2020 FEB 28 PM 12:34
CHERYL GRAY
CLERK OF COURT
DORCHESTER COUNTY

Plaintiff's Attorney:	Defendant's Attorney:
_____, Bar No. _____	_____, Bar No. _____
Address:	Address:
	144 Pavilion Street, Summerville, South Carolina 29483
Phone: _____ Fax _____	Phone: 843-437-7901 Fax _____
E-mail: _____ Other: _____	E-mail: leonbruce81@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: EMERGENCY MOTION FOR STAY / NOTICE OF CHANGE OF ADDRESS
Estimated Time Needed: 30 min. 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 2-27-2020 February 27, 20 20
Signature of Attorney for ☒ Plaintiff / ☐ Defendant Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $ FILING FEE CONTESTED
☐ 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, SCRCP)
☐ 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.	JUDGE CODE _____
☐ Other: _____	Date: _____, 20

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____, 20____

☐ MOTION FEE COLLECTED: $ _____
☐ CONTESTED – AMOUNT DUE: $ _____

SCCA 233 (11/2003)

FILED-RECORDED

Record/FILE ON DEMAND

2020 FEB 28 PM 12:34

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY

CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

IN AND FOR THE REPUBLIC OF SOUTH CAROLINA

Wilmington Savings Fund Society FSB as Trustee, Plaintiff(s), v. **Nelson L. Bruce, Sui Juris, et al.,** Defendants(s).	Sub contract case No. 16-CP-18-1678 **EMERGENCY MOTION FOR STAY OF PROCEEDINGS PENDING CONFIRMATION OF AWARD IN U.S. DISTRICT COURT NOTICE OF CHANGE OF ADDRESS**

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 Emergency Motion for stay pending confirmation of arbitration award Governed under the FAA in **U.S. District Court Case No.: 2:19-cv-02854-BHH-BM filed October 8, 2019**. The parties to this case had entered into an agreement whereby certain claims as it pertained to the award were arbitrated where a copy of the award was also filed on the record in this case on June 13, 2019. Defendant has filed a petition in U.S. District Court as required under 9 USC 9 and 13. Because the award issued greatly affects the merits of this case as it pertains to the parties, their contract, the award, and would be considered a breach of the contract where an award was issued. Defendant requests for a stay of the proceedings until that case has been decided by the District Court. Defendant also requests this stay because he would need to request leave of court to amend his motions based off of new evidence and estoppel doctrines and a possible voluntary dismissal of his counterclaims/countersuit depending on the results of that petition in District Court. Initiating the stay would limit any further appeals as the defendant does not wish to breach the

contract between the parties. The District court has the authority to "Confirm" the validity of the award, and therefore a stay of the proceedings is greatly needed here.

NOTICE OF CHANGE OF ADDRESS: All parties to this case are notified that my address has changed. Please send all further communications to "144 Pavilion Street, Summerville, South Carolina [29483].

CONCLUSION

For the reasons specified above, this court should immediately stay the proceedings pending the decision of the U.S. District Court in case no.: 2:19-cv-02854-BHH-BM.

RESPECTFULLY PRESENTED,

"Without Prejudice"

Nelson L. Bruce 2-27-2020

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 144 Pavilion Street
Summerville South Carolina [29483]
Ph. 843-437-7901

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of this **EMERGENCY MOTION FOR STAY / NOTICE OF CHANGE OF ADDRESS** have been electronically mailed to all parties on the service list **via the UNITED STATES POST OFFICE via the UNITED STATES POSTAL SERVICE via CERTIFIED Mail.**

RESPECTFULLY PRESENTED,

FILED-RECORDED
2020 FEB 28 PM 12:35
CHERYL GRAHAM
CLERK OF COURT
DORCHESTER COUNTY

Addressed to:
ALBERTELI LAW
Attention: William S. Koehler (Attorneys for Plaintiffs)
201 Main Street, Suite 1450
Columbia, South Carolina 29201
Certified Mail No.: 7019 1640 0002 1913 3854

South Carolina Housing Trust Fund
SC Housing Corp
Attention: Tracey C. Easton (Attorney for the referenced Defendant)
300-C Outlet Pointe Boulevard
Columbia, South Carolina 29210
Certified Mail No.: 7018 0360 0001 0343 3832

Nelson L. Bruce 2-27-2020

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 144 Pavilion Street
Summerville, South Carolina [29483]
Ph. 843-437-7901

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

IN THE COURT OF COMMON PLEAS
1st JUDICIAL CIRCUIT

CASE NO.: 16 -CP- 18 - 1678

Wilmington Savings Funds Society, FSB, Trustee
Plaintiff,
vs.
Nelson L. Bruce, et al.
Defendant.

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

FILED-RECORDED
5-20-2020
Cheryl Graham
Clerk of Court
Dorchester County

Plaintiff's Attorney:	Defendant's Attorney:
, Bar No.	
Address:	Address: 144 Pavilion Street, Summerville, South Carolina 29483
Phone: Fax	Phone: 843-437-7901 Fax
E-mail: Other:	E-mail: leonbruce81@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

May 20, 2020
Date submitted

SECTION III: Motion Fee

☐ PAID – AMOUNT: $
☒ 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, SCRCP)
☐ 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: See Affidavit of Fact

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: $

Affidavit of Fact- Financial Statement

Fee Waiver To Be Heard

(Exercise of Constitutional I Treaty –Secured Right)

FILED-RECORDED
5-20-2020
Cheryl Graham
Clerk of Court
Dorchester County

Date: May 19, 2020

From: 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 144 Pavilion Street
Summerville South Carolina Republic [29483]

To: DORCHESTER COUNTY COURT HOUSE
ATTENTION: Cheryl Graham, Clerk, James E. Chellis or Diane S. Goodstein Judges
5200 E. JIM BILTON BOULEVARD
SAINT GEORGE, SOUTH CAROLINA 29477-8020

Notice of Judges and Officials' Oath- Bound Obligations and Fiduciary Duties

Article VI
"All debts contracted and engagements entered into, before the adoption of this Constitution, shall be as valid against the United States under this Constitution, as under the Confederation. This Constitution, and the laws of the United States which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the Constitution or laws of any State to the contrary notwithstanding. The Senators and Representatives before mentioned, and the members of the several state legislatures, and all executive and judicial officers, both of the United States and of the several states, shall be bound by oath or affirmation, to support this Constitution; but no religious test shall ever be required as a qualification to any office or public trust under the United States."

Article 1, Section X
"All debts shall be payable in gold or silver coin"

Amendment V
"No Person shall be deprived of due process of law"

I Affirm, for the Record, that I Nelson L Bruce, In Propria Persona, Sui Juris, a U.S.C. Title 15 "Natural Person", Authorized Representative, do not have, or possess, any gold or silver coins, as prescribed by United States Constitution Law, which is the lawful money to pay the restricting demands, conditionally commanded by Employees and Contractors of the Court. The said restrictions (unconstitutional) are arbitrarily (hindering Due Process) and imposed for processing these Documents, as stipulated in the United States Constitution noted above. Therefore, I present this Writ "In Forma Pauperis," being an enjoyment and exercise of my unconditional and constitutionally - Secured Rights (and not a feudal – fee – burdened privilege) to timely and speedily enforce Due Process of Law, as noted above.

(It states nothing about motioning a court to pay a fee- This is a Constitutional Exercise of a "Right" not a "Privilege")

Your demand for a "Fee" to file a "Motion" is used as to deny me due process of law and my right to free access to the courts. I introduce this evidence in the form of an Affidavit of Fact and marked as Evidence. If someone in the courts tamper with that evidence, which is a Federal Violation, and misrepresented it as an assumption that

permission must be requested to exercise my Constitutional Rights and an exercise of a right is a Constitutional Right, not a Request and this office knows that. This is a direct violation of my "Secured Constitutional / Treaty Rights which is the Supreme Law of the Land and "Stare Decisis" and a violation of your "Oath of Office." Furthermore as there is no law as prescribed in the United States Constitution stating a "Financial Statement, Financial Fee (Feudal Law)," or a "Motion" requesting permission must be submitted with a Fee in order to exercise my Constitutional Rights, your demand is a violation of Amendment IX of the United States Constitution and a violation of your fiduciary duties.

Amendment IX
"The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people"

Where rights secured by the Constitution are involved, there can be no rule-making or legislation, which would abrogate them. **Miranda v. Arizona 384 US 436, 125:**

As an Officer(s) of the Court, you and your assigns are bound (**or have taken**) a solemn Oath (**See Article VI**) to uphold and Support the Constitution for the United States Republic. Refusal of this' Affidavit of Financial Statement' is construed to deny me timely 'Due Process' and will be a **'Colorable Act'** to violate my secured exercise of a Right. Such an act and imposition is a violation of your Official Oath of office. This can result in additional lawful remedy actions filed against those violating Officers of the Court, Under **Title 18 and Title 42**, in their official and private capacities. The Law always gives a remedy for the people against **color of law actions** committed by those who violate their Oaths of Office colluding to abridge the Rights secured for the **Natural Beings** and the citizens. Any denials of my rights, I must hereby challenge this court's jurisdiction. I also bring to this courts attention Form G-SSA-445 which can be obtained online or from the Social Security Administration either locally or otherwise to collect a fee as this form is to be utilized for such fees being requested from this court for their services as a State/Local Government Agency (organizations) such as this court (see...section 3 of this form, a blank copy is provided with this affidavit.)

I respectfully, with 'Good Faith' and with Honor, by right to unhindered Due -Process, present this 'Affidavit of Financial Statement' as Evidence as I do not have nor possess any lawful money as specified above and request for a fee waiver.

RESPECTFULLY PRESENTED,

"Without Prejudice"

Nelson L. Bruce 5-19-2020

THE BENEFICIAL OWNER OF THE CESTI QUI EQUITABLE TRUST
Nelson L. Bruce, Propria Persona, Sui Juris
All Natural Rights Explicitly Reserved and Retained WAIVING-NONE
U.C.C. 1-207/1-308, 1.103.6
c/o 144 Pavilion Street
Summerville, South Carolina [29483]
Ph. 843-437-7901

05-19-2020
Notary Public Signature: Date:

Cristine N Glazier
Notary Public Print:

02-03-2030
My Commission Expires:

Cristine N Glazier NOTARY PUBLIC SOUTH CAROLINA

(SEAL)

Record/FILE ON DEMAND

FILED-RECORDED
5-20-2020
Cheryl Graham
Clerk of Court
Dorchester County

IN THE COURT OF COMMON PLEAS FOR DORCHESTER COUNTY
IN AND FOR THE REPUBLIC OF South Carolina

Wilmington Savings Fund Society FSB as Trustee; Plaintiff(s), v. Nelson L. Bruce, Sui Juris, et al. Defendants(s).	Sub contract case No. 16-CP-18-1678 DEFENDANT'S MOTION FOR RECONSIDERATION, RELIEF FROM APRIL 22, 2020 ORDER AND DIMISSAL OF AMENDED COUNTERCLAIM/COUNTERSUIT AND REFERRAL TO MASTER IN EQUITY, TO VACATE/SET ASIDE THE APRIL 22, 2020 JUDGMENT/ORDER AND STAY PROCEEDINGS, TO STRIKE FILINGS BY PLAINTIFF'S ATTORNEY, TO ENJOIN PARTIES, FOR CONTINUANCE OF HIS MOTION FOR ENTRY OF DEFAULT MOTION FOR SUMMARY JUDGMENT AND EXPEDITED REVIEW OF MOTION

Comes now defendant Nelson L. Bruce, with his DEFENDANT'S MOTION FOR RECONSIDERATION, RELIEF FROM **APRIL 22, 2020** ORDER AND DIMISSAL OF AMENDED COUNTERCLAIM/COUNTERSUIT AND REFERRAL TO MASTER IN EQUITY, TO VACATE/SET ASIDE THE APRIL 22, 2020 JUDGMENT/ORDER AND STAY PROCEEDINGS, TO STRIKE FILINGS BY PLAINTIFF'S ATTORNEY, TO ENJOIN PARTIES, FOR CONTINUANCE OF HIS MOTION FOR ENTRY OF DEFAULT MOTION FOR SUMMARY JUDGMENT AND EXPEDITED REVIEW OF MOTION Defendant requests for reconsideration of the **April 22, 2020** order dismissing his amended counterclaim/countersuit which granted an order of transfer to the masters in equity in favor of the Plaintiffs for the reasons specified in this motion. Defendant also requests for a continuance of his Motion for Entry of Default filed on **10-26-2017** where an order was placed on 11-15-

2017 staying the matter but no decision was determined as the judge states a decision from the court would be improper at the moment.

Defendant is only bring forth this motion under threat of duress and/or coercion under fear of this court re-litigating matters and placing judgments/orders on controversies that are arbitrable and as agreed to by the parties to be arbitrated and or have already been decided by an arbitrator (see...**Exhibits/Evidence – K** filed on the record on **6-13-2019** which is hereby incorporated by reference) as agreed to by default of the plaintiffs, the respondents to the unilateral performance contract/agreement (see...**Exhibits/Evidence – J** filed on the record on **3-29-2019** and is hereby incorporated by reference) which is self-executing and irrevocable and supersedes any and all other contracts between the parties, as a final arbitration award was issued in **May of 2019** and not vacated as prescribed under **9 U.S.C. § 10 or 11** within the **3 month (90 day)** statute of limitation timeframe prescribed under **9 U.S.C. § 12** and therefore the award must be confirmed by the court as prescribed under **9 U.S.C. § 9.** Defendant hereby states that he does not consent to any of his responses in this case being a waiver of his right to arbitration, for the defendant to further address new breaches of the performance contract, and to arbitrate any new claims and controversies that are covered under the performance contract against the respondents which include the attorneys to this case by further proceeding, raising arguments, defenses and circumventing the process and the contract as it pertains to the **January 8, 2019** conditional acceptance performance contract/agreement, the proof of claims associated/incorporated within this agreement already admitted to by the respondents as some or all of the controversies presented in in the referenced contract that pertain to this matter has already been address and decided through arbitration evidenced by an arbitration award being issues (see...**Exhibit – K**) which confirmation of that award is currently pending before U.S.

District Court for the District of South Carolina, Charleston Division in **Case No. 2:19-cv-02854-BHH-BM** where a stay is needed here and is hereby requested in this case until that procceding has been completed and no appeals have been requested by the Defendant for any unlawful decisions under color of law, failure to provide equal protection of law when affirmative defenses such as the statute of limitations has been raised and failure to follow the **Federal Arbitration Act (FAA)** as written and prescribed which is the law that the performance contract is governed under because it involves commerce in fact evidencing a valid arbitration clause, as that proceeding is material to this case for this matter moving forward. Defendant hereby requests that any claims and controversies as it pertains to the performance contract that have not already been decided by the arbitrator that are arbitrable be compelled to arbitration and any claims presented in the amended counterclaim/countersuit that are not related to any claims presented in the performance contract be decided by the jury to avoid re-litigation of matters that are final and conflicts with the arbitrators findings and decision and therefore request that the order be vacated and set aside with a stay of the proceedings until confirmation of the award in district court has been completed. Arbitrators are judges chosen by the parties to decide the matters submitted to them, finally and without appeal. ***See... DMA Int'l, Inc. v. Qwest Commc'ns Int'l, Inc., 585 F.3d 1341, 1344 (10th Cir. 2009)*** ("Once an arbitration award is entered, the finality of arbitration weighs heavily in its favor and can-not be upset except under exceptional circumstances.") ***(citing Ormsbee Dev. Co. v. Grace, 668 F.2d 1140, 1146–47 (10th Cir. 1982)); see also St. John's Mercy Med. Ctr. v. Delfino, 414 F.3d 882, 884 (8th Cir. 2005) (noting the "strong federal policy" that favors "certainty and final-ity in arbitration"); Merrill Lynch, Pierce, Fenner & Smith, Inc. v. Berry, 92 F. App'x 243, 246 (6th Cir. 2004).***

Defendant hereby brings to this courts attention that All officers of the court for the COURT OF COMMON PLEAS, in the COUNTY OF DORCHESTER, state of South Carolina are hereby placed on notice under authority of the supremacy and equal protection clauses of the United States Constitution and the common law authorities of ***Haines v Kerner, 404 U.S. 519, Platsky v. C.I.A. 953 F.2d. 25. and Anastasoff v. United States, 223 F.3d 898 (8th Cir. 2000) relying on Willy v. Coastal Corp., 503 U.S. 131, 135 (1992), "United States v. International Business Machines Corp., 517 U.S. 843, 856 (1996), quoting Payne v. Tennessee, 501 U.S. 808, 842 (1991) (Souter, J., concurring). Trinsey v. Pagliaro, D.C. Pa. 1964, 229 F. Supp. 647, American Red Cross v. Community Blood Center of the Ozarks, 257 F.3d 859 (8th Cir. 07/25/2001).***

In *re Haines*: pro se litigants (Party Aggrieved is a pro se litigant) are held to less stringent pleading standards than BAR registered attorneys. Regardless of the deficiencies in their pleadings, pro se litigants are entitled to the opportunity to submit evidence in support of their claims. In re Platsky: court errs if court dismisses the pro se litigant (Party Aggreived is a pro se litigant) without instruction of how pleadings are deficient and how to repair pleadings. In re Anastasoff: litigants' constitutional rights are violated when courts depart from precedent where parties are similarly situated. All litigants have a constitutional right to have their claims adjudicated according the rule of precedent. See...***Anastasoff v. United States, 223 F.3d 898 (8th Cir. 2000).***

DEFENDANTS OBJECTIONS TO THIS COURTS FINDINGS UNDER DEFENDANT'S MOTIONS THAT WERE DENIED FOR FAILURE TO PAY A FEE

This court erred in stating that the defendants only response for not pay the $25.00 filing

fee for any of his motions when questioned by the Court on this issue, Defendant stated that he did not believe that he is required to pay motion filing fees and that Defendant further asserted that he would want to know how the County uses the proceeds from the motion. This court failed to also document that defendant defenses was that the court is also prepaid yearly through tax dollars from state citizens and estimated financials every year through the "South Carolina Department of Administration Budget Department" and this is the reason why defendant was challenging the filing fees and asked how the county are using the proceeds from individuals filing motions as this is a double tax issue. The Supreme Court has stated in a response of the Freedom of Information Request from the defendant that the office of **Diane S. Goodstein** is funded by the states appropriated fund. Defendant states that these funds are produced by the amount of taxes obtained from state tax payers every year. For the sake of this motion and to save time, defendant hereby produces an affidavit for a fee waiver with this motion to be used for the motions denied as well instead of refiling and requests. This court should be sending out compliance notices instead of proceeding with hearings only to deny for failure to pay the fee at the hearing. Defendant also states that as presented in his amended counterclaim/countersuit which is in affidavit form, and should be used as a fee waiver as he specifies his position and that there is a form for the court to collect a fee for agency services as they are a state government agency. Defendant requests that this court vacate/set aside the order and proceed with the motions that were denied for failure to pay filing fees if this case is not stayed, as it was stated during the **March 12, 2020** hearing that the Defendant was to either pay the $25 filing fee or file an affidavit of indigency. Vacating/setting aside the order in regards to the motions will not prejudice any parties to this case as the only reason the motions were denied is for a failure to pay a filing fee not for any defenses and controversies raised in any of these motions.

THIS COURT ERRED IN GRANTING THE PLAINTIFFS MOTION TO DISSMISS

This court erred in their decision dismissing defendant's amended counterclaims/countersuit by failing to take into consideration the facts stated in defendants opposition to plaintiff's, by their attorneys motion to dismiss filed on **12-17-2018** which this entire opposition is hereby reiterated and incorporated by reference in its entirety with this motion. This court erred because the amended counterclaim/countersuit was to be decided by a jury trial not the court as this right had been exercised by the defendant. See...***South Carolina Community Bank, Respondent, v. LLC Appellate Case No. 2014-002627 Decided: April 26, 2017***. This court erred by failing to address, review the merits and apply all laws and violations present before the court in defendants amended counterclaim/countersuit (RESPA, Federal Banking Law 12 USC §24 (7), SC Code § 34-3-210, PUBLIC POLICY, THE JUDICIAL AND NONJUDICIAL FORECLOSURE ACT, THE FEDERAL HOUSING ACT, THE FEDERAL MORTGAGE SATISFACTION ACT, THE GOLD REPEAL ACT, THE STATE OF SOUTH CAROLINA CONSUMER PROTECTION ACT CODES AND LAWS, BREACH OF CONTRACT) which defendant claims. This court failed to review the filings, presented to the court by the defendant including his Exhibits "A" through "K", which include Affidavits as Evidence which support his claims that pertain to his amended counterclaim/countersuit when considering the dismissal thereby limiting the supporting factual evidence, defenses and controversies presented in opposition that are authenticated by defendant when considering the motion to dismiss by the Plaintiff's attorney which should have been denied.

This court erred by failing to enjoin the parties that Defendant requested the court to enjoin in this case before any substitutions was requested. Carrington Mortgage Services, LLC and

Wilmington Savings Fund Society, FSB as trustee of Stanwich Mortgage Loan Trust – C (**see page 5 Paragraph 9** of Defendants amended Counterclaim/Countersuit filed on **9-23-2017**) should have been enjoined and no parties should have been substituted. The failure to enjoin these parties has caused multiple undue prejudice to the defendant and his claims in his amended counterclaim/countersuit by not enjoining all opposing parties. It is not clear rather this was an oversight/mistake of the court as it has not been addressed but these acts has definitely caused undue prejudice to the defendant as it has limited defendants claims against all relevant parties which are futile in this matter for defendant proceeding and establishing all his claims for violations of laws as presented in his amended counterclaim/countersuit against all opposing parties. The defendant's right to remedy and seek redress and justice against the party's has been limited and prejudiced. These acts by the court has limited the following and possibly other defenses of defendants to the motion to dismiss filed by the attorneys on behalf of the Plaintiff:

(1) It has limited defendants discovery as the original Plaintiffs claim that they do not have to response to discovery as they are no longer parties to the case when they have claims against them by the defendant;

(2) It has caused more abusive, deceptive, or otherwise unfair debt collection **practices (15 U.S.C. § 1692e, 1692e(2)(5)(6)(8)(10) § 1692f, 1692f(7)(8))** as the original plaintiffs have never produced the original instruments (the "Note") which gives them the authority to collect payments from the Defendant and bring forth a foreclosure action as a physical holder in possession of the wet-ink signature note of the defendant for failure to pay as they have produced at least "three" different copies of an alleged "Note" that are not authenticated only in an attempt to collect an alleged debt for the purposes of leading the Defendant to believe they have the purported original "Note" which his actual signature on it when their should only be "one" original, not multiple different versions of a copy of the note. Carrington has also produced slightly different non-authentic but similar alleged copies only;

(3) It has caused parties to substitute their position in the middle of this action, without fully validating and verifying the debt and their position to bring forth a foreclosure action after claims have been presented by the defendant against all 3 parties referenced above as the Plaintiffs attorney based their substitution off allegations and unlawful filings of mortgage assignments that have not been verified nor authenticated. Both Carrington and Bank of America's assignment have been challenged by the defendant as they use these

assignments to claim their position when the original Plaintiff was never the real parties in interest and have never validated and verified their position and provided no proof that they were in possession of the Defendants Note and Mortgage at the time of filing the complaint as they are required to have in order to have the authority to bring forth a foreclosure action see ...***Deutsche Bank v. Hendriech COURT OF COMMON PLEAS OF THE NINTH JUDICIAL CIRCUIT July 30, 2013.*** The Plaintiffs attorney have provided nothing but hearsay, allegations conclusions in this case that are not authentic nor validated nor verified.

(4) It has limited the Defendants claims in this case to only against the current Plaintiff when he requested that all parties referenced above be "enjoined" into the case as the claims are against them as well;

Defendant's amended counterclaim/countersuit is presented to the court in verified form, in Affidavit form as provided as evidenced by that filing to which there are no opposing affidavits filed under oath and sworn to under penalty of perjury by an individual with firsthand knowledge of the fact in this case to rebut the Defendants claims which are now facts before the court. The Plaintiff's attorney have provided nothing but hearsay, allegations and conclusions, no facts supported by evidence and verified. Affidavits stand as truth when not rebutted or properly rebutted (***see...[United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982]).*** Affidavit uncontested unrebutted unanswered stands as true. "An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law."). Indeed, no more than affidavits is necessary to make the prima facie case which is the case here. ***United States v. Kis, 658 F2d 526 (7 th Cir. 1981); certiorari denied, 50 U.S.L.W. 2169; S.Ct. March 22, 1982 denied, 50 U.S.L.W. 2169; S.Ct. March 22, 1982.*** If the complaint is verified, the answer must be verified. There are no verified answers supported by affidavits and personal knowledge filed on the record in this case and sworn to under oath and penalty of perjury rebutting with evidentiary facts to any of the claims presented in Defendant's verified amended counterclaim/countersuit therefore there is no valid answers to Defendants amended counterclaim/countersuit.

OBJECTIONS TO THE COURTS FINDINGS IN REGARDS DEFENDANTS CONSTRUCTIVE FRAUD CLAIMS

Defendant objects to this courts findings that defendant has not specified what false representations the Plaintiff has made and other things and how the Defendant would have relied on the truth of the allegedly false representations to his detriment. Under **"Lack of Standing" Paragraphs 6 numbers 9 & 10 which includes Exhibit - C,** Under **DEBT VALIDATION DEMAND paragraph 13,** Under **General Allegations number 22, 23, 24, 26, 30, 31, 32, 34, & 35** of defendants counterclaim/countersuit which is in affidavit form therefore are facts before the court and also DEFENDANT'S REPLY/RESPONSE AND OBJECTIONS TO PLAINTIFF'S ANSWER/RESPONSE TO DEFENDANT'S COUNTERCLAIMS filed on **3-27-2018** which are all hereby reiterated and incorporated by reference in their entirety and provides all 9 elements of fraud even intent even though the element of intent is not required for constructive fraud and clearly specifies that the plaintiffs used fraudulent assignment to allege that they are in possession of the defendant's note to try to collect an alleged mortgage debt such as payments from the defendant. The alleged copies they sent were forged/counterfeit/fraudulent copies as there should only be 1 version of the original note baring the defendants wet ink signature and none of their correspondence's not once stated that they are in possession of the wet-ink signature note of defendant. In fact, original plaintiff, Bank of America, N.A. through correspondences to defendant states that they need to retain the original note with defendants signature on it (**See...Exhibit – F** filed on the record in this case on **9-13-2017** which is hereby incorporated by reference) therefore willfully producing a **forgery/counterfeit otherwise fraudulent** copy of the note, the negotiable security instrument as they have produced multiple unverified version of the alleged note in their correspondence's to defendant that were never validated and verified. A note

is a security instrument and it is unlawful to duplicate a security. No individual from their organization has signed and sworn to under oath and penalty of perjury that they have firsthand knowledge of the documents sent to defendant being true and correct copy nor that the copy of the note is an original copy baring defendants wet-ink signature as it stands today under personal knowledge and without this, the mortgage loan debt and ownership as a holder to receive payments from defendant have never been validated and verified. The Note is a "debt instrument" which needs to be validated and verified of actual physical possession. The assignment of the mortgage, without an assignment of the debt, is a nullity. "The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity." ***See...Carpenter v. Longan, 83 U.S. 271 (1872), Van Burkleo v. Southwestern, Tex. Civ. App., 39 S.W. 1085, 1087; Sheldon v. Sill, 49 U.S. 441 (1850) 49 U.S. 441***: The assignment of the mortgage, without an assignment of the debt, is a nullity." ***See...Kirby v. Williams, 230 F.2d 330 (United States Court of Appeals Fifth Circuit) February 10, 1956.***

The Plaintiffs and other parties requested to be enjoined have remained silent on several affidavits and requests for information and documentation regarding the mortgage from its inception to present. "Silence can only be equated with fraud where there is a legal or moral duty to speak (the parties hold a legal and moral duty to speak and respond to defendant under **U.C.C. 9-207 and SC Code § 36-9-207** pertaining to all inquiries regarding the mortgage) where a duty to speak is imposed which it is imposed here, or where an inquiry left unanswered would be intentionally misleading, which it is in this case as serveral inquiries have remained unanswered by the Original Plaintiff, Substitute Plaintiff and other parties requested to be enjoined evidenced by the exhibits filed on the record by defendant documenting the parties defaults. . . We cannot

condone this shocking behavior... This sort of deception will not be tolerated and if this is routine it should be corrected immediately." -- ***U.S. v. Tweel, 550 F.2d 297, 299. See also U.S. v. Prudden, 424 F.2d 1021, 1032; Carmine v. Bowen, 64 A. 932.*** "

Fraud maybe committed by failure to speak, but a duty to speak must be imposed,"***Dunahay v. Struzik, 393 P.2d 930, 96 Ariz. 246 (1964).*** "Suppression of a material fact which a party is bound in good faith to disclose is equivalent to a false representation." ***Leigh v. Loyd, 244 P.2d 356, 74 Ariz. 84- (1952).*** "

When one conveys a false impression by disclosure of some facts and the concealment of others, such concealment is in effect a false representation that what is disclosed is the whole truth." ***State v. Coddington, 662 P.2d 155,135 Ariz. 480 (Ariz. App. 1983); Formento v. Encanto Business Park (1987); State v. Carrasco (2001); Hill v. Jones (1986); Sigmen v. Arizona Dept. of Real Estate (1991); Lindsey v. Edgar (1984);*** Authorities (4) This opinion cites: ***Dennis v. Thomson, 43 S.W.2d 18 (Ky. Ct. App. 1931); State v. Hall, 633 P.2d 398 (Ariz. 1981); Equitable Life Ins. Co. of Iowa v. Halsey, Stuart & ...Schock v. Jacka, 460 P.2d 185 (Ariz. 1969);*** "

Fraud and deceit may arise from silence where there is a duty to speak the truth, as well as from speaking an untruth." ***Morrison v Acton, 198 P.2d 590, 68 Ariz. 27 (Ariz. 1948);*** This case has been cited by these opinions: ***Fernandi v. Strully (1961); Nichols v. City of Phoenix (1949); Wilkinson v. Harrington (1968); GUST, ROSENFELD v. Prudential Ins. (1995); Sato v. Van Denburgh (1979);*** Authorities (22) This opinion cites: ***Barham v. Widing, 291 P. 173 (Cal. 1930); Whetstine v. Moravec, 291 N.W. 425 (Iowa 1940); Boyce v. Brown, 77 P.2d 455 (Ariz. 1938); In Re McDonnell's Estate, 179 P.2d 238 (Ariz. 1947); Burton v. Tribble, 70 S.W.2d 503 (Ark. 1934).***

Concealing a material fact when there is duty to disclose may be actionable fraud."***Universal Inv. Co. v. Sahara Motor Inn, Inc., 619 P-2d 485,127 Ariz. 213- (Ariz. App. 1980).*** Also cited in the following cases: ***Mid Kansas Fed. S. & L. v. Dynamic Dev. (1991); S Dev. Co. v. Pima Capital Mgmt. Co. (2001); Nordstrom, Inc. v. Maricopa County (2004); TruServ Corp. v. Morgan's Tool & Supply Co. (2012); Hill v. Jones (1986) Authorities (9)This opinion cites: Bank of Italy Etc. Assn. v. Bentley, 20 P.2d 940 (Cal. 1933); Neal v. Neal, 570 P.2d 758 (Ariz. 1977); Nat. Housing Indus. v. El Jones Develop. Co., 576 P.2d; Cohen v. Citizens Nat. Trust Etc. Bank, 143 Cal. App.; Sanfran Co. v. Rees Blow Pipe Mfg. Co., 168 Cal.***

Regardless of the deficiencies in Defendants presentments as a SUI JURIS or "Litigant in Person", I am entitled that opportunity to respectfully present evidence in support of my claims. In regards to the plaintiff claiming that they are the note holders of the Defendants Note and have the legal title owners of the mortgage, these have been challenged in the Defendants counterclaim/countersuit to which not original documents have been produced baring any wet-ink signatures. To the extent that Plaintiffs is referencing the mortgage documents filed in Dorchester county, this is an unlawful filing as the previous assignment has been challenged as there is evidence of rubber-stamping/robo-signing which is evidence of fraud and has MERS attached to it and if this is an unlawful filing as MERS never had possession of the original note baring the Defendants wet-ink signature to be able to assign it through physical delivery, then any assignment filed on the records in Dorchester county register of deed thereafter is also fraudulent, unlawful and invalid and there is a conflict of interest because Carrington is signing as agents in fact under a power of attorney for Bank of America, N.A. and Wilmington. You cannot represent both assignor and assignee in a transfer of interest situation signing for both parties.

In regards to the plaintiff claiming that they are the note holders of the Defendants Note and are the legal title owners of the mortgage, these instruments have been challenged in the Defendants amended counterclaim/countersuit to which no original documents have been produced baring any wet-ink signatures in any hearings which is and has been demanded multiple times. To the extent that Plaintiffs is referencing the mortgage documents filed in Dorchester county register of deeds, this is an unlawful filing utilized to deceive as the previous assignment has been challenged as there is evidence of rubber-stamping/robo-signing, a scheme which is evidence of fraud and has MERS attached to it and if this is an unlawful deceitful filing, as MERS never had possession of the original note baring the Defendants wet-ink signature to be able to assign it through physical delivery, then any assignment filed on the records in Dorchester county register of deed thereafter is also fraudulent, deceitful, unlawful and invalid and there is a conflict of interest because Carrington is signing as agents in fact under a power of attorney for Bank of America, N.A. and Wilmington, both the assignor and assignee. You cannot represent both assignor and assignee in a transfer of interest situation signing for both parties. Even if Carrington could sign, the assignment would still be void and unlawful because there is no power of attorney filled on the record for Carrington to which they are referencing which gives them authority to sign for the alleged Trustee, Wilmington.

By Bank of America, N.A. utilizing this faulty Rubber-stamping/Robo-Signed assignment, which they utilized to defraud the defendant in believing they were in possession of the original note with his wet-ink signature in an effort to collect payments and bring forth a foreclosure action through an alleged assignment is evidence of fraud and fraud before the court. In January 2018, in the case of "***United State of America, ex rel., Bruce Jacobs v. Bank of America Corporation, et al. case # 1:15- cv-24585-UU*** brought forth in another whistle blower under the false claims act

against Bank of America, N.A. it was stated that Bank of America was were still utilizing /Rubber Stamping/Robo-Signed assignments that purport to alleged that both mortgage and note was assigned to them in an effort to defraud the government and home owners in violation of the consent order that they signed which included the attorney general back in 2011. This is why they never could produce the note when requested and was only sending multiple alleged copies which all copies were different from the other of which they stated in their correspondence that they would have to obtain the original note and is proof that they were never in possession of the original note baring the defendants wet-ink signature and that the note and mortgage were separated creating in immediate nullity as Bank of America, N.A. have not proven and cannot prove otherwise to these facts to ever being in possession of the original wet-ink signature note which is why they allegedly transferred the alleged mortgage loan debt during the foreclosure action instead of completing the foreclosure proceedings in their name so they can try to avoid this controversy and avoid this concealed fraud being uncovered.

The Court noted in, ***Rabin v. Dep't of State, No. 95-4310, 1997 U.S. Dist. Lexis 15718*** that Sui Juris plaintiffs should be afforded **"special solicitude."** (Such special solicitude" is hereby respectfully requested in the instant matter) as there is clearly genuine issue of material fact to be tried, and that the party for whom summary judgment is rendered is entitled thereto as a matter of law."

The original alleged lender "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", evidenced by the record and their failure to disclose as they have lent "bookkeeping entry credit" in the form of a loan which was not disclosed to defendant. ***Deutsche Bank v. Peabody, 866 N.Y.S.2d 91 (2008).*** This court failed to address the ultra vires contract. "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 . . . ***Merchants' Bank v. Baird 160 F 642*** also see..." ***Howard & Foster Co. v. Citizens Nat'l Bank of Union, 133 SC 202, 130 SE 759(1926).*** "When a contract is once declared ultra vires, the fact that it is executed does not validate it, nor can it be ratified, so as to make it the basis of suitor action, nor does the doctrine of estoppel apply." ***F& PR v. Richmond, 133 SE 898; 151 Va 195.*** (See...Defendants memorandum of law filed on **9-13-2017** which is hereby reiterated and incorporated by reference. This court failed to address that there was not consideration in this mortgage loan transaction and no consideration has been no consideration given, that because of failure of a lawful consideration the Note(s) and Mortgage(s) alleged in this case are null and void. See...***First national bank of Montgomery vs. Daly (1969).***

THE COURT ERRED IN DISMISSING THE DEFENDANTS CLAIMS FOR VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT

This court did not take into consideration any of the Defendants oppositions, memorandums, exhibits, affidavits, filed on the record in support of debt validation disputes and affidavits filed on the record to support the Defendants claims of the violations of the FDCPA and other state consumer protection codes and therefore Defendant objects to this court's finding that defendant has not plead sufficient facts to support his claims under the FDCPA. The amended countersuit/counterclaim filed by the Defendant is presented to the court in verified form, in Affidavit form to which there are no opposing affidavits supported by evidentiary fact to rebut the Defendants claims filed on the record in this case. Plaintiffs' attorney have provided nothing but hearsay, conclusions, allegations, no facts supported by evidence that have been authenticated as required under **SC Rule 901**. Affidavits stand as truth when not rebutted or properly rebutted

(see...*[United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982]* Affidavit uncontested unrebutted unanswered stands as true. "An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law."). Indeed, no more than affidavits is necessary to make the prima facie case. & quot; ***United States v. Kis, 658 F2d 526 (7 th Cir. 1981); certiorari denied, 50 U.S.L.W. 2169; S.Ct. March 22, 1982 denied, 50 U.S.L.W. 2169; S.Ct. March 22, 1982.*** "Statements of counsel, in their briefs or their arguments are not sufficient for a motion to dismiss or for summary judgment," and "An attorney for the Plaintiff cannot admit evidence into the Court, He is either an attorney or a witness". ***Trinsey v. Pagliaro, D.C. Pa. 1964, 229 F. Supp. 647.***

Defendant also objects to and request reconsideration in regards to the FDCPA claims and thc States Consumer Protection Code for violations against the Plaintiff and other parties being debt collectors. The Defendants amended Counterclaim/Countersuit is against Bank of America, N.A. (the original Plaintiff) who should not have been allowed to be substituted when they still had pending claims against them which has caused undue prejudice to the defendant and is futile to the Defendants claims as Carrington Mortgage Services, LLC, and Wilmington Savings Fund Society, FSB were requested to be enjoined into this case before any motions to substitute plaintiff were requested which would have been addressed if this court had not prejudiced the Defendant to a hearing of that motion so he could raise these points and objections as all 3 parties are debt collectors as provided in this motion. These parties must be enjoined as required under **Rule 18 and 19** of the **SC Rule of Civil** to insure a full adjudication of the controversy."***Bancohio National Bank v. Neville, 310 S.C. 323, 328, 426 S.E.2d 773, 776 (1993).***

The U.S. Court of Appeals for the third circuit in the case of ***Mary Barbato v. Crown Asset Management LLC, et al., No. 18-1042 (3d Cir. Feb. 22, 2019)*** has correctly interpreted the U.S.

Supreme Court proceedings decided in ***Henson v. Santander, Consumer USA Inc., 137 S. Ct. 1718 (2018)*** which they explain that, the Henson v. Santander case only pertain to the "regularly collects" definition. In Crown Asset Management LLC which Crown tried to file a writ of Certiorari in the U.S. Supreme Court to reverse the decision of the third circuit determining that Crown is a debt collector under the "Permissible Purpose" provision of the FDCPA and it was denied. Therefore the referenced U.S. Supreme Court proceedings which the Plaintiffs attorney are referencing to claim that they are not debt collectors does not apply to this matter for this situation and the allegations presented as a defense by the Plaintiffs attorney cannot be utilized to dismiss this action by incorrectly determining if the Plaintiff is a debt collector for violation of the FDCPA for the reasons stated in this entire motion and the following:

1. The original Plaintiff, Substitute Plaintiff and other parties requested to be enjoined permissible purpose when they allegedly obtained the defaulted mortgage loan debt as explained in this motion was to collect payments on the defaulted mortgage debt as they have attempted to do multiple times from 2015 – present. The parties have failed to validate and verify the alleged mortgage debt by not responding and disclosing all the requested documents and information requested to be validated and verified evidenced their defaults and by the defendant, the consumer exhibits, affidavits and default notices against them (see...Exhibits "A" through "K", filed on the record in this case which is hereby incorporated by reference.) "To prevail on an FDCPA claim as demonstrated and satisfied throughout this motion, in the defendants amended counterclaim/countersuit and other filings to include opposition filings filed on the record along with exhibits and affidavits, a plaintiff must prove that (1) he is a consumer, defendant is a consumer because he is a natural person obligated or allegedly obligated to pay any debt. (2) the plaintiff is a debt collector, as presented and evidenced by this motion, all parties are debt collectors (Carrington, Bank of America, N.A., Wilmington, Albertelli Law and the Previous Attorneys of record) (3) the Plaintiff's challenged practice involves an attempt to collect a defaulted debt, in this case a defaulted mortgage 'debt' as the [FDCPA] defines it as <u>any debt</u>, for the purposes thereof which is further explained throughout this motion and (4) the Plaintiff has violated a provision of the FDCPA in attempting to collect the debt." ***St. Pierre v. Retrieval-Masters Creditors Bureau, Inc., 898 F.3d 351, 358 (3d Cir. 2018) (quoting Douglass v. Convergent Outsourcing, 765 F.3d 299, 303 (3d Cir. 2014)).*** The parties have violated several provision of this law. Even though the Defendant has not detailed

all the sections of the FDCPA the Plaintiffs and other parties have violated in his amended counterclaim/countersuit, it clearly details that the parties have not validated and verified the alleged mortgage debt which is a violation of the FDCPA and have utilized False and Misleading representation in communications such as multiple alleged copies of a note, rubber-stamped/robo-signed assignment, contacts to third parties such as credit reporting agencies. It is clear that defendant has presented facts supported by evidence, affidavits (the exhibits filed on the record in this case as referenced in this motion which are all hereby incorporated by reference in their entirety) in regards to these FDCPA claims and that they have failed to validate and verify the alleged debt in the manner requested in the timeframe required by the FDCPA which is 30 days from receipt of the request. The Defendants **Exhibits – H** filed on **8-23-2018** specified the damages and the amounts for violations of the law presented in those affidavits of fact (debt validation/verification). The FDCPA states that all collection activities must be stayed until validated and verified which include foreclosure actions, enforcing alleged security interests. Every filing by the third party debt collectors (the attorneys) is a separate violation of the FDCPA as they are considered collection activities that should have been stayed. Bank of America, Wilmington, and Carrington and the Attorneys are operating on behalf of another and are debt collectors which their communications with defendant documents (see...Exhibits – L).

2. The parties referenced in this motion also fall under South Carolinas Consumer protection code as "debt collectors" **(See...SC code of law 37-1-301(28)** Debt Collector Defined as any person who collects, attempts to collect, directly or indirectly, debts due or asserted to be owed or due another. The term also includes a creditor who collects, attempts to collect, directly or indirectly, his own debts. Also see **SC code of law 37-12-20(10)(a)(i)(iii)(iv)(v)(b)** for violations by these parties which are hidden from the public for some reason as only the unannotated versions not the annotated versions are showing and the online version skips sections on the South Carolina Legislator Website). Defendant has raised claims of violations under the Consumer Protection Laws of South Carolina against these parties as presented in his amended counterclaim/countersuit which this court failed to address and consider and this motion which is another reason why this amended counterclaim/countersuit should not have been dismissed.

3. That provision of the FDCPA also defines a debt collector as "any person . . . who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another." This court in its order only addressed the "who regularly collect debts owed or due to another" and has incorrectly applied the wrong FDCPA definition as it also applies to "debt collectors," who are defined alternatively as those engaged "in any business the "principal purpose" of which is the collection of any debts and since the plaintiffs both current and previous allegedly acquired this alleged mortgage debt while it was in default the debt clearly falls under any debts as

any payments to the Plaintiff would go to paying down the alleged balance of the mortgage debt, even through a sale of the property after foreclosure is granted and a sale date is determined in a judicial foreclosure action. In contrast to the "regularly collects" definition, where Congress explicitly used the verb "to collect" in describing the actions of those it intended the definition to cover, in the "principal purpose" definition, Congress used the noun "collection" and did not specify who must do the collecting or to whom the debt must be owed. 15 U.S.C. § 1692a(6); see also ***Tepper v. Amos Fin., LLC, 898 F.3d at 370***. Thus, by its terms, the "principal purpose" definition sweeps more broadly than the "regularly collects" definition, and we must presume that the "legislature says . . . what it means and means . . . what it says." ***Henson, 137 S. Ct. at 1725 (quoting Dodd v. United States, 545 U.S. 353, 357 (2005)).*** Plaintiff is a debt collector because they acquired the Defendant's debt after it was allegedly in default and its "principal purpose" was collecting a payment or payments on that allegedly defaulted debt and or enforcing security interest either directly or indirectly through third parties such as the attorneys and the servicers (Bank of America, N.A. and Carrington Mortgage Services, LLC) which is debt collection activity and also falls under the regularly collects category of the FDCPA for purposes described in this motion, therefore they are "debt collectors" under the FDCPA ***(See... Barbato v. Greystone All., LLC, No. CV 3:13-2748, 2017 WL 5496047, at *1, *9–*10 (M.D. Pa. Nov. 16, 2017))).***

4. The FDCPA statute also defines "debt collector," as any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests." 15 U.S.C. § 1692a(6). This applies to all parties who claim they are attempting to enforce security interests. Plaintiffs and the other parties referenced in this motion have never proven to be a trustee of which the corporate filings are registered in Delaware since 2017, which would indicate this corporation was created for the purpose of collecting this alleged mortgage debt directly or indirectly which Wilmington Savings Fund Society, FSB is the Registered Agent of which the alleged trust has multiple owners within the trust referred to as bond certificate holders which payments are passed through to the certificate holders and qualifies as collection on behalf of another as Wilmington does not keep the whole amount of payments they receive. The certificate holders own a percentage of the trust to which they receive payments. Excluded from the FDCPA's definition's reach of a "debt collector" are, among others, a creditor's officers and employees who collect debts for the creditor, an entity collecting a debt it originated, and an entity collecting a debt it obtained that was not in default at the time of purchase. Id. §§ 1692a(6)(A), (F) which is not relevant here as the alleged mortgage debt was in default when it was obtained from Ginnie Mae to Bank of America, N.A. and from Bank of America, N.A. to Wilmington Savings Fund Society, FSB as trustees of Stanwich Mortgage Loan Trust C. The FDCPA even covers the enforcement of an interest in real property securing the consumer's obligation in judicial proceedings in a judicial district or similar legal entity in which such real property is located brought forth by debt collectors. **15 U.S. Code § 1692i(a)(1)&(2). Legal actions by debt collectors.**

5. In ***Mary Barbato v. Crown Asset Management LLC, et al., No. 18-1042 (3d Cir. Feb. 22, 2019)***, the Third Circuit Court of Appeals issued a precedential ruling which it interpreted the Supreme Court's recent ruling in ***Henson v. Santander, Consumer USA Inc., 137 S. Ct. 1718***

(2018), and held an entity is a debt collector if its "important aim" and the reason for its existence is obtaining payment on the debts that it acquires which is the case here as the Plaintiffs created an entity as specified above in Delaware in 2017 in the name of the trust when they allegedly obtained the Defendants mortgage debt and as trustee they collect and receive payments for the trust bond certificate holders of this alleged trust.

6. The Fair Debt Collection Practices Act ("FDCPA") protects consumers from abusive, deceptive, or otherwise unfair debt collection practices. 15 U.S.C. § 1692(a). It applies to "debt collectors," defined alternatively as those engaged "in any business the principal purpose of which is the collection of any debts" and those "who regularly collect[s]" debts "owed or due another." Id. § 1692a(6) and includes the enforcement of security interests. In ***Henson v. Santander***, it found that an entity that seeks to collect a debt that it owns is not a debt collector under the FDCPA's **"regularly collects"** definition only. The statute thus provides two separate paths to establishing an entity's status as a "debt collector." See ***Henson, 137 S. Ct. at 1721***. The Plaintiffs and other parties requested by defendant to be enjoined fall under the category of debt collectors under the FDCPA's **"who regularly collect[s] payments or enforces security interests (Carrington and the Attorneys)" and/or "principal purpose" (Wilmington)** definition (See...***Mary Barbato v. Crown Asset Management LLC)***. In ***Barbato v. Crown***, the Court focused on the meaning of the phrase "principal purpose" in the FDCPA, holding that "an entity that has the 'collection of any debts' as its 'important' 'aim' is a debt collector under [the principal purpose] definition . . . . [a]s long as a business's raison d'etre is obtaining payment on the debts that it acquires, it is a debt collector." It doesn't matter rather they try to collect on their own or through a third party the payments are being collected in regards to the defaulted mortgage debt, so they are still debt collectors under principal purpose, see...***Mary Barbato v. Crown Asset Management LLC, et al., No. 18-1042 (3d Cir. Feb. 22, 2019)***. Validation requests were sent out to all parties to which they had thirty (30) days under section **15 USC 1692g § 809** (Validation of debts) and (b) Disputed debts, to respond to in full to all portions of the dispute and provide both validation and verification of the alleged mortgage debt and producing the requested information to validate/verify their claims of a valid outstanding debt being owed which they did not and also have never validated/verified how, when and if they had obtained possession of the "original note" baring the defendants "wet-ink signature" which has been verified by an individual with firsthand knowledge in physical possession of the instrument which is also part of the validation/verification, this would include the attorneys of record and previous attorneys of record to which neither parties validated and verified the debts as required under the FDCPA in the manner requested by the Defendant acceptable to the Defendants requests.

7. Plaintiffs have produced no contract with the Defendant to which he has signed baring his wet-ink signature and non can be produced as it has yet to be produced as requested in the throughout this case an in the first hearing on **9-13-2017**, only hearsay, alleged counterfeit/altered copies to which no one has authenticated it under firsthand knowledge at any time since the initiation of the foreclosure action. The Carrington on behalf of the Substitute Plaintiff kept sending offers, new terms in the form of statements, payoffs and other documents. The Defendant Conditionally accepted the offer and claims of the parties upon proof of claim which if produced in full, he agreed to pay what was alleged in the offer by

initiating a conditional acceptance agreement dated **January 8, 2019** baring a contract number of **2019-0108BRUCWSFCM–S12389981– 5577899811**© to which the parties accepted by their conduct and have not provided any evidence to the contrary proving otherwise that they have not accepted the Defendants offer which the claims as it pertained to the above reference contract was arbitrated and is currently pending before District Court for confirmation where instead of litigating the claims as it pertains to the contract through the court, the parties by that contract agreed to arbitration. A copy of the contract and award is already filed in this case as **Exhibits J & K** which is hereby incorporated by reference and is further evidence to support his claims. The Plaintiff's, the Respondents to which an award was issued against had **3 months (90 days)** from the date a copy of the award was delivered to them or filed to raise any objections to the award, the arbitrators findings under one of the FAA's only exceptions for vacating an award but have failed to do so and are now barred from doing so by the FAA statute of limitation and the district court must now confirm the award and enter a judgment on the award which materially affects this case moving forward to include the alleged agreements they claim to have in their possession which allegedly give them standing as the findings of the arbitrator are now facts before the court to be utilized to support defendants claims, motions, and oppositions in this matter. Plaintiffs may argue that there is no agreement or that they did not sign any agreement but a unilateral contract does not require signatures of all parties, it is one parties promise and the other party's performance but that is for an arbitrator to decide and this has already been decided by the arbitrator who has been delegated authority to make such determination. The Respondents, the Plaintiffs in this action agreed to mediate (arbitrate) the claims and controversies as it pertains to the performance contract by failing to properly notify (respond) to the defendant of their lack of acceptance in the 10-20 calendar day rejection period... that the language indicated a change in the terms was an offer... which was accepted by performance/conduct, see..." ***Tick-Anen v. Harris & Harris, Ltd.*, 461 F.Supp.2d 863, 867,868 (E.D. Wis. 2006)** therefore the unilateral contracts do not require their signatures, are valid and enforceable as the FAA prescribes **9 U.S.C. § 2** and the Plaintiffs are barred from raising these defenses as the statute of limitation has passed to do so. Either way, confirmation is a decision for the district court or a court of original jurisdiction referenced in the agreement agreed to by the parties which have limited jurisdiction to confirm as prescribed under the FAA, not this court which is why a stay of the proceeding is needed.

8. The Plaintiffs and other parties requested to be enjoined are also debt collectors because at the time the Plaintiffs and other parties received the defendants multiple requests to validate and verify the debts in the manner requested by defendant to prove such Ownership/Physical Possession of the original note baring the defendants wet ink signature, the financials pertaining to the account, and other documents that pertain to Mortgage Backed Securities (MBS) and tax issues relating to the alleged mortgage debt, the current Plaintiff was not a party to the foreclosure action and the other parties such as Bank of America, N.A. had not brought forth a foreclosure action seeking to foreclose on an alleged interest that they never provided evidence that they had physical possession of both the mortgage and the Note (a requirement to bring forth a foreclosure action) at the time of filing such action, Carrington were not enforcing a security interest, they were all attempting to collect on a defaulted mortgage debt (directly and/or indirectly) before foreclosure proceedings had been initiated and Carrington had been trying to collect again in January of 2020. Carrington has also harassed me stating

if I don't bring the account current my home would be taken from me. Because they never validated and verified the debt as the FDCPA statute requires, they were to cease all collection activities as prescribed by the FDCPA until they have both validated and verified the debt within 30 days of defendants request for validation and verification which they never did as explained in this motion therefore any foreclosure actions are unlawful and should be dismissed. When the Defendant noticed that there was a foreclosure action filed against him, this triggered another FDCPA violation as the plaintiffs were to cease all collection activities such as foreclosure and is also violations of the South Carolina Consumer Protection Code.

9. In ***Mary Barbato v. Crown Asset Management LLC, 2019),*** the appeals court for the third circuit recognized that A debt collector may be held vicariously liable for the conduct of its attorney ***(quoting Pollice v. National Tax Funding, L.P.,. 225 F.3d at 404–05 (3d Cir. 2000)***). The mortgage debt that was allegedly purchased was in default at the time either plaintiffs (original and substitute) acquired it and the attorneys principal purpose is collection, the enforcement of alleged security interests as the FDCPA applies to, therefore Defendant need not add the attorneys to his amended counterclaim/countersuit as they are also in default of the validation requests, these claims are held against both Plaintiff's (Original and Substitute). The Attorneys both previous and current have admitted by their corrospondence to being debt collectors (see...Exhibit – L attached to this motion) and have sent in offers to pay the alleged un-authenticated remaining default balance and/or full amount to settle the debt. Carrington still sends offers on behalf of the investor/trustee, the Plaintiff in the form of statements and payoff statements to settle the debt. All being done by third parties on behalf of the Plaintiff which is debt collection activity even during the foreclosure action as the mortgage debt was in default at the time it was acquired by the plaintiff's and neither the current plaintiff nor the previous plaintiffs are the originators, the creditors of the mortgage loan. Failure of this court to properly apply the State Consumer Law and the Federal Law, the FDCPA as intended by congress as the statute prescribes and as it applies to this matter as specified above, I must **hereby challenge this court's jurisdiction** in regards to this whole matter and jurisdiction is hereby challenged and I request jurisdiction to be produced on the record by this court moving forward. The law requires proof of jurisdiction to appear on the record of the administrative agency and all administrative proceedings." ***Hagans v Lavine, 415 U. S. 533.*** "Once challenged, jurisdiction cannot be assumed, it must be proved to exist." ***Stuck v. Medical Examiners 94 Ca 2d 751. 211 P2d 389.*** "There is no discretion to ignore that lack of jurisdiction." ***Joyce v. US, 474 F2d 215.*** "The burden shifts to the court to prove jurisdiction." ***Rosemond v. Lambert, 469 F2d 416.*** If this court does have jurisdiction and cannot prove jurisdiction, I demand that this matter be transferred or remanded back to U.S. District Court, a court of original jurisdiction for Federal Matters to determine the controversies here.

In regards to the foreclosure action with a waiver of deficiency not being a collection of a debt, Defendant objects and states that the mortgage is an FHA mortgage which incorporates within it "mortgage default insurance" which the Plaintiffs and or insurance certificate holders will apply for payment of any deficiency therefor it is not actually a waiver, they are just seeking

the remaining balance through an insurance claim administered through HUD who pays on behalf of the defendant who has been paying insurance premiums. It may look to be a waiver in court but outside of court, they will file for this insurance to collect the difference in payments of the alleged remaining balance after a foreclosure sale. The FHA mortgage and the note requires that the Plaintiffs seek a letter from the secretary of HUD giving them permission to bring forth a foreclosure action as specified in Defendant's opposition to Plaintiff's motion to dismiss/motion for order of reference filing filed on the record **12-17-2018** which is hereby incorporated by reference in its entirety. The Plaintiffs are also supposed to send the defendant a default notice before proceeding with an acceleration of the mortgage and a foreclosure action. This also did not happen. This is a breach of contract against the current and previous plaintiffs which is part of the defendant's amended counterclaim/countersuit.

As presented in defendants opposition to plaintiffs motion to dismiss filed on **12-17-2018** which is hereby incorporated by reference, I am not required to layout my entire case. I am only required to give a brief description of what my claims and issues are. The law does not require me to explain the entire case at this time therefore I hereby object to any dismissal when it pertains to this issue. ***See...Swierkiewicz v. Sorema N.A., 534 U.S. 506, 512 (2002); accord Atchison, Topeka & Santa Fe Ry. v. Buell, 480 U.S. 557, 568. n.15 (1987) (under Rule 8, claimant has "no duty to set out all of the relevant facts in his complaint").***

OBJECTIONS TO THE COURTS FINDINGS OF CONSPIRACY CLAIMS

As specified in the judges order, "A civil conspiracy consists of three elements: (1) A combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes the plaintiff special damages" ***Hammond v. Butler, Means, Evins & Brown, 300 S.C. 458, 463, 388 S.E.2d 796, 798 (1990).*** Defendant has satisfied this theory as defendant has stated in is

"amended counterclaim/countersuit" that he requests that Wilmington and Carrington be enjoined into this lawsuit, bring the claims against two or more persons. The court has overlooked this request as it has caused undue prejudice against the defendant and his claims in his amended counterclaim/countersuit. The defendant has specified that the plaintiffs and other parties have produced confusing information and that the parties were using multiple alleged copies when trying to validate their position and that they were in possession of the original note baring the defendants wet ink signature. This allegation by the original plaintiff and substitute plaintiff during the time of the defendant's requests and first motion to dismiss was incorrect. They could not possibly be the holder in due course with the defendants wet-ink signature note otherwise there would be no need to send multiple altered versions of a note allegedly signed by the defendant. The defendant was not present during these alterations therefore they should be void as they express an agreement to something defendant has not agreed to. Also because the mortgage assignment with Bank of America, N.A. has been challenged as it contains a fraudulent scheme know as Rubber-stamping/robo-signing which makes any assignments there after deceitful, fraudulent and unlawful. Since this was in the course of validation and verification of the mortgage debt to collect payment from defendant, one can only assume even if not mentioned specifically in the defendants amended counterclaim/countersuit that their actions was for the purpose of injuring the plaintiff by utilizing non-authentic instruments to get the defendant to pay a party who did not legally own and was not in physical possession of the note baring the defendants wet-ink signature as required to receive payment from him during these times to enrich themselves and because of this, it has caused the defendant injury and damages, special or otherwise one being the reporting of negative payments to third party reporting agencies when they have not validated and verified the alleged mortgage debt thereby reporting incorrect

information. By allegedly transferring alleged interest, and allegedly signing power of attorneys allowing a party to do something in the other parties name, it is clear that the parties have come together in a sort of bait and switch situation as original plaintiff does not have firsthand knowledge of any facts and the substitute plaintiff has even less firsthand knowledge of any facts as it relates to the alleged mortgage debt since its inception.

OBJECTIONS TO THE COURTS FINDINGS IN REGARDS TO VIOLATION OF THE THE TRUTH IN LENDING ACT (TILA)

Defendant objects to the courts statements that the Defendant has not pleaded any specific facts related to a violation of this act. On the contrary, **page 4 paragraph 7** of defendant's amended counterclaim/countersuit specifies these violations. Defendant has even included the tracking numbers to which his recession was received from by the original plaintiff rescinding whatever interest claimed in the mortgage (see...**Exhibit – E** filed on the record **9-13-2017** in this case which is hereby incorporated by reference). Which is another reason why the Plaintiffs have no valid security interest in defendant's mortgage that they can foreclose on. Their interests are void as they had 20 calendar days from receipt of the rescission request to return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest, which they have failed to do and continues to ignore the fact that the Defendant has exercised his right under TILA and have given notice of rescission to the Original Plaintiff and at this point, they had no authority to assign and or sale any interests over to any other parties. Plaintiffs would have to bring forth a suite in the proper jurisdiction to address the rescission of the mortgage to address their interests. ***See...JESINOSKI ET AL v. COUNTRYWIDE HOME LOANS, INC., ET AL. CERTIORARI***

TO THE UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT No. 13-684. Argued November 4, 2014-Decided January 13, 2015.

The Original Plaintiff, Bank of America, N.A. (previous servicer) and current Plaintiff Wilmington Savings Fund Society, FSB as Trustee and current servicer Carrington hold a duty to respond to defendant and have failed to abide by their duty to respond with PROOF OF CLAIMs and evidence, proving 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. By their conduct, they have "intentionally created fraud in the factum" and withheld from defendant... "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 Z of the **Federal Truth in Lending Act- 15 USC §1601** and the Fair Debt Collections Practices Act **15 USC §1692.**

OBJECTIONS AND DEFENSES TO THE COURTS GRANTING PLAINTIFF'S MOTION TO REFER

This court in going off of the Plaintiff's attorney proposed order which are not facts before the court which claims that defendant is not entitled to a jury trial under the grounds that "A mortgage foreclosure is an action in equity" citing ***U.S. Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364, 373, 684 S.E.2d 199, 204 (Ct. App. 2009).*** "Generally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable; there is no right to trial by jury for equitable actions." ***Lester v. Dawson, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997).*** However this court has failed to also recognize that where legal and equitable issues or rights are raised in the same complaint as they are here, the legal issues are for determination by a jury and

the equitable issues are for determination by the court. See...South Carolina Court of Appeals ***3792 - Bateman v. Rouse (2004) quoting Floyd v. Floyd, 306 S.C. 376, 379, 412 S.E.2d 397, 398-99 (1991).*** Defendant has raised multiple legal issues in his amended counterclaim/countersuit which is legal and compulsory and therefore defendant is entitled to a jury trial in this matter, see...***South Carolina Community Bank, Respondent, v. LLC Appellate Case No. 2014-002627 Decided: April 26, 2017.***

Plaintiff has raised a legal issue in their complaint in **paragraph 3** which they state, "Plaintiff has a legal right to enforce the negotiable instrument secured by the mortgage," meaning the "note" as the negotiable instrument but they have failed to prove by sufficient fact and firsthand knowledge that they were in possession of this negotiable instrument at the time of the initial filing of the foreclosure proceedings which would give them authority to bring forth a foreclosure action. It is clear that to have standing in this foreclosure, the Original Plaintiff **(Emphasis Added)** must show that they not only were the physical holders and owners of the original Note baring the defendant's wet-ink signature (no copies), but also the Mortgage as well, see...***Deutsche Bank National Trust Company v. Heinrich (2013) IN THE COURT OF COMMON PLEAS OF THE NINTH JUDICIAL CIRCUIT County of Charleston quoting the Supreme Court's decision in Carpenter v. Longan, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872)*** which the Court found "clearly supports the notion that the Plaintiff must own the Note and the Mortgage to foreclose on the property **(emphasis in the opinion)...** Plaintiff's Complaint in this case fails to meets this criteria as the Original Note baring the defendants wet-ink signature was never produced in court during either hearings by the Original Plaintiff as requested to be produce many times validating and verifying when, where, and how they were in physical possession of both the original wet-ink signature note and mortgage at the time of filing this foreclosure case and before any substitutions.

Original Plaintiff Bank of America, N.A. lacked the standing to initiate and prosecute the foreclosure, and substitute plaintiff lacks standing to take over the case in Bank of America, N.A.'s position as Plaintiff to prosecute the foreclosure and dismissal pursuant to **Rule 17(a) and Rule 12(b)(6) SCRCP** is appropriate.

Furthermore, either party may demand a trial by jury of any issue triable by jury. See... **Rule 38 (b), SCRCP**. Therefore a trial defendant has a right to a trial by jury as demanded by defendant. The defendant demanded trial by jury for the legal issues of law raised in his amended counterclaim/countersuit which was for a jury to decide, not the court. This case should not have been referred to the master in equity and there should be no orders granting final summary judgment by the court in regards to the amended counterclaim/countersuit without a jury trial as there are still issues of material facts as presented that must be resolved in this case before a jury present in regards to the legal issues raised by the plaintiff in their complaint and challenged by the Defendant since his special appearance in 2017 as he was never served with the summons and complaint evidenced by the record and as raised in defendants amended counterclaim/countersuit. Any such orders are void judgments.

There is a clear Failure to Join Necessary Parties under **Rule 12(b)(7), SCRCP**. **Rule 12(b)(7)** provides that one defense to an action is the failure to join a party under Rule 19 of the South Carolina Rules of Civil Procedure. This defense is hereby raised by the defendant as presented in this motion.

Rule 19 provides that:

> A person who is subject to service of process and whose joinder will not deprive the court of jurisdiction over_ the subject matter of the action shall be joined as a party in the action if(1) in his absence complete relief cannot be afforded among those already parties, or (2) he claims an interest relating to the subject of the action and is so situated that the disposition of the action in his absence may (i) as a practical matter impair or impede his ability to protect that interest or (ii) leave

> any of the persons already parties subject to a substantial risk of incurring double, multiple, or otherwise inconsistent obligations by reason of his claimed interest. If he has not been so joined, the court shall order that he be made a party.

Defendants claims that Bank of America, N.A., and Carrington Mortgage Services, LLC, are necessary parties to this action, and that the court must join them as parties to protect the Defendants and insure a full adjudication of the controversy against all relevant parties presented in this motion and or specified in his amended counterclaim/countersuit. On a **Rule 12(b)(7)** motion, "the proper course for the trial court is to determine the necessity of adding a new party **under Rule 19.** ***Bancohio National Bank v. Neville, 310 S.C. 323, 328, 426 S.E.2d 773, 776 (1993).***

This case should not have been dismissed and transferred to the Master as there are still genuine issues of material facts present here and controversies that needs to be addressed to which have been presented in this case against the opposing parties to include the parties who have not been enjoined or re-enjoined it this matter.

MOTION TO STRIKE

Defendant requests that any and all motions, proposed orders, memorandums, oppositions, exhibits, answers to amended counterclaims be stricken from the record since the inception of this case if they are not sworn to under oath and penalty of perjury by the Plaintiff, an individual, a natural person with firsthand knowledge of the facts submitted before the court on behalf of the plaintiff. Since the amended countersuit/counterclaim is verified, the answer shall be verified by an individual with firsthand knowledge of the facts presented and therefore any alleged answers should be stricken from the record for want of an answer. Plaintiffs' attorney have provided nothing but hearsay, conclusions, allegation, they produced no facts supported by evidence that have been authenticated as required under **SC Rule 901** and therefore have produced no

evidentiary facts before the court. Statements of counsel, in their briefs or their arguments are not sufficient for a motion to dismiss or for summary judgment," and "an attorney for the Plaintiff cannot admit evidence into the Court, He is either an attorney or a witness". ***Trinsey v. Pagliaro, D.C. Pa. 1964, 229 F. Supp. 647.*** "Where there are no depositions, admissions, or affidavits the Court has no fact to rely on for a summary determination." The Defendant has filed a verified pleading which is in affidavit form, there are not depositions, admissions, or affidavits filed by the opposing party, the Plaintiff in the form of a verified answer and therefore summary judgment is appropriate in favor of the defendant ***(Dawkins v. Fields, 3310 (2001)).*** There is a controversy and the court is here to hear controversy.

CONCLUSION

For the reasons specified in this motion, this court should reverse/vacate/set aside their **April 20, 2022** order dismissing defendant's amended counterclaim/countersuit under **Rule 60 (b) 1, 2, & 4, SCRCP,** based on the neglect, fraud, misrepresentation, or other misconduct, and the judgment being void for violating the rights of defendant to a trial by jury in regards to his amended counterclaim/countersuit as presented above. This court should reverse/vacate/set aside the order granting referral to the master in equity for the fact that when placing their order, this court has created undue prejudice towards the defendant and his rights, did not take into consideration all exhibits, affidavits attesting to and authenticating defendants facts, oppositions, memorandums presented by the defendant in support of defendant's claims, opposition to any dismissals of the amended counterclaims/countersuit, defendants reply to answers by plaintiff to counterclaims and other filings by defendant and because there is a manifest error of law applied to dismiss valid claims of fact for violations of law and the court plainly disregarded and did not apply all other laws violations including the state consumer protection laws as specified in this motion. This court should reverse/vacate/set aside their order for failure to enjoin relevant parties

when requested causing undue prejudice to defendant and his claims as this court relied on unsworn affidavits/non-authentic statements, hearsay and other filings from the opposing party counsel/attorney which are not authenticated, is not based off of firsthand knowledge nor are they facts before the court as presented in this motion and this court should strike each of these filings to include any answers to counterclaim/countersuit and enter summary judgment in favor of the defendant supported by his verified filings.

This court should reverse/vacate/set aside their order because there was no jury present as demanded in the amended counterclaim/countersuit. There are no sworn statements/affidavits on record authenticating anything filed from the Substitute and Original Plaintiff. The fact that the defendant's amended counterclaim/countersuit is verified in affidavit form, the defendants affidavits are the only statements of fact sworn to under personal firsthand knowledge and filed on the record as prima facie evidence before the court to which the order should be reversed/vacated/set aside, Carrington should be enjoined and original plaintiff should be re-enjoined back into this case and a stay should be placed in this matter as presented in this motion and other motions to stay filed by the defendant as there is a pending confirmation of an arbitration award that involves all 3 parties which are material to this case to which the award, the claims addressed in arbitration as it pertain to the performance contract/agreement which supersedes and predates as well as replaces any and all prior agreements between the parties covers most of the claims presented in this amended counterclaim/countersuit and the foreclosure proceeding to which this court may have or may be re-litigating the same claims which is a conflict of the arbitrators findings which are also facts before the court especially now that the Statute of limitations has passed to have the award vacated after they have received notice of its existence by delivery and filing the 2 notice requirements of the FAA statute to have an award confirmed.

This court should grant the entry of default requested by the defendant filed on **10-26-2017** for failure to file a verified answer. This court should grant leave of court for defendant to cure any defects if any are present in defendant's amended counterclaim/countersuit and after any stay of proceedings have been lifted, to compel any controversies and new claims that are now present here that pertain to new breaches of the performance contract/agreement to the chosen arbitration association that defendant has chosen and stay the proceedings until arbitration has been completed and a copy of the arbitrators findings have been filed into court. If this court finds that is does not, did not or do not want to produce proof of jurisdiction on the record, defendant requests that this case be remanded back to district court for further proceedings and the state claims stayed until the district court has completed litigation of the amended counterclaim/countersuit. A proposed order is included with this filing.

RESPECTFULLY PRESENTED,

Nelson L. Bruce 5-19-2020

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 144 Pavilion StreetSummerville, South Carolina [29483]
Email: leonbruce81@yahoo.com
Ph. 843-437-7901

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above referenced MOTION has been electronically mailed to the parties located below **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 (Attorneys for Plaintiffs)
201 Main Street, Suite 1450
Columbia, South Carolina 29201
Certified Mail No.: 7019 1640 0002 1913 4066

"Without Prejudice"

Nelson L. Bruce 5-19-2020

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 144 Pavilion Street, Summerville South Carolina [29483]
Ph. 843-437-7901

FILED-RECORDED
5-20-2020
Cheryl Graham
Clerk of Court
Dorchester County

EXHIBITS - L

Detailed Schedule of Exhibits:

1. **DEBT COLLECTION COMMUNICATION FROM ROGERS TOWNSEND ATTORNEYS AT LAW (5 pages); and**

2. **DEBT COLLECTION COMMUNICATION CARRINGTON MORTGAGE SERVICES (10 pages); and**

3. **DEBT COLLECTION COMMUNICATION ALBERTELLI LAW (3 pages).**

19 pages total including this cover sheet

FILED-RECORDED
5-26-2020
Cheryl Graham
Clerk of Court
Dorchester County

Exhibits - I.

ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200
COLUMBIA, SOUTH CAROLINA 29202
P 803.744 4444 F 803.343.7013
WWW.RTT-LAW.COM

October 11, 2016

Nelson L. Bruce
1605 Central Avenue, Ste. 6, #167
Summerville, SC 29483

RE: *Bank of America, N.A. v. Nelson L. Bruce, et al.*
Case No. 2016-CP-18-01678; Dorchester County
Our File No. 015262-02421

Dear Mr. Bruce:

The law firm of Rogers Townsend & Thomas, PC has received your debt dispute related to loan number: 202985786.

After consulting with our client (the creditor), who has re-reviewed its system following its receipt of your dispute, our law firm has been instructed to validate/verify the debt and hereby encloses an updated payoff statement in the event you/your client desire to payoff this loan in full.

Your mortgage was given to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Bank, FSB, its successors and assigns, and was recorded on April 1, 2009 in Book 7005 at Page 309. This mortgage was assigned to Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP fka Countrywide Home Loans Servicing, LP by assignment dated September 2, 2011 and recorded September 16, 2011 in Book 8012 at Page 142. This mortgage is subject to a loan modification agreement dated February 9, 2013. Enclosed are copies of the Mortgage, Assignment of Mortgage and Loan Modification Agreement.

Sincerely yours,

Default Services Department

Rogers Townsend & Thomas, PC

Enclosures

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Exhibits - L

ROGERS TOWNSEND
ATTORNEYS AT LAW

ROGERS TOWNSEND & THOMAS, PC
DEFAULT SERVICES DEPARTMENT

POST OFFICE BOX 100200
COLUMBIA, SOUTH CAROLINA 29202
P 803.744.4444 F 803.343.7017
WWW.RTT-LAW.COM

October 10, 2016

Nelson Bruce
144 Pavilion Street
Summerville, SC 29483-8444

Re: BAC Home Loans Servicing, LP vs. Bruce, Nelson
Property Address: 144 Pavilion Street, Summerville, SC 29483-8444
Loan No. 202985786
Our File No. 015262-02421

FOR SETTLEMENT PURPOSES ONLY

Dear Sir or Madam:

ROGERS, TOWNSEND & THOMAS, PC IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

This letter is in response to your request for a payoff. It is our understanding that you may intend to pay off this loan at a future date. The amount that will be necessary to payoff this loan in full, including legal fees and costs, may increase between the date of this letter and the date that you remit your pay off funds. In order to give you a payoff that is valid through a future date, we have included estimated costs and fees for additional steps that may occur in the foreclosure process between the date of this letter and October 31, 2016. We have also included estimated advances (if any) that may be required to be paid by the Plaintiff on your behalf, and additional interest that will accrue between the date of this letter and October 31, 2016. If you pay this loan off by no later than **October 31, 2016**, the estimated payoff amount is itemized as follows:

Principal Balance	$170,312.65
Interest	$8,799.52
MIP	$113.98
Other Advances	$1,525.00
Escrow Balance	$1,537.42

Total Estimated Payoff Amount due as of October 31, 2016.....$182,288.57

Please note that this estimated payoff quote expires on October 31, 2016.

ATTORNEY TRUST OR ATTORNEY ESCROW CHECKS WILL NOT BE ACCEPTED.

The payoff figures listed above include items that have been paid by the Plaintiff or incurred by our law firm and items that are currently due or will become due through October 31, 2016. In constructing this payoff, we may have included anticipated additional fees and costs in order to provide you with an estimated payoff good through October 31, 2016. These anticipated fees and costs merely represent an estimate as to what our actual fees and costs will be if you pay off the loan by no later than October 31, 2016. Please understand that any estimated or anticipated charges contained in this letter will not be binding on this firm or on the Plaintiff, and that the account remains liable for all fees and costs incurred after today even if those items are not included as part of the estimated amounts set forth in this letter. You will be responsible for reimbursing the Plaintiff or its servicer if it pays other taxes, insurance or miscellaneous expenses permitted by law.

Please understand that the above figures are subject to final verification upon receipt by the lender or servicer. All fees and costs incurred after the issuance of this payoff letter will continue to be assessed until the loan is paid in full.

*IMPORTANT: Along with the payoff funds, please provide us with your new address. In the event we receive legal fees or costs in excess of the amount you actually owe, those excess funds will be promptly returned to you by your lender or servicer to the property address or address provided to us by you in writing.

If you desire to pay off your loan after October 31, 2016, and the property has not yet been sold at a foreclosure sale, you must contact us at (803)744-4444 or email a request to payoffreins@rtt-law.com to obtain an updated payoff amount. Please be sure to provide us with the fax number, e-mail address and/or address where you would like these figures to be sent.

Please forward your certified check made **payable to: Bank of America, N.A., and mail to: Rogers, Townsend and Thomas, Attention Reinstatement, 100 Executive Center Drive, Suite 210, Columbia, SC 29210** so that it is received no later than 4:00 PM on or before October 31, 2016. Please include your loan number, your name and our file number on your certified funds. Cash, personal checks, credit/debit cards or attorney Trust or Attorney Escrow Checks will not be accepted. The payoff funds will be returned if any portion are in the form of a personal check. We also recommend that you forward your payoff by certified mail or overnight delivery to insure timely delivery.

If you would prefer to wire the funds directly to our account, wiring instructions are attached for your convenience.

Please be advised that the foreclosure action will continue until the total payoff funds are received in compliance with the terms in this letter.

PLEASE NOTE: If there is a foreclosure sale date scheduled for your property, this letter does not extend or change that foreclosure sale date.

Sincerely,

Reinstatement/Payoff Department

This firm collects debts for mortgage lenders and other creditors. Any information obtained will be used for that purpose. However, if you are in bankruptcy or have received a bankruptcy discharge of this debt, this communication is not an attempt to collect the debt but is only notice of possible enforcement of the lien against the collateral property.

Please return this attachment along with your payment.

Homeowner(s) Name: _____

Property Address: _____

_____

Is the homeowner(s) currently living in the property? ☐ Yes ☐ No

If no, current mailing address:
144 Pavilion St
Summerville, SC 29483

Homeowner's Contact #'s:*

Home:_____ Work:_____

Work:_____ Other:_____

Email:_____

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

*Please provide a minimum of 2 contacts.

015262-02421

WIRING INSTRUCTIONS
ROGERS TOWNSEND & THOMAS, PC

WIRE TO: **South State Bank & Trust**
201 Columbiana Drive
Columbia, SC 29212
Phone #: (803) 540-3300
Fax #: (803) 407-9347
Routing # 053200983
Account # 1390002366

FOR CREDIT TO: Rogers, Townsend & Thomas, PC - IOLTA
100 Executive Center Drive
Suite 210
Columbia, SC 29212
Phone #: (803) 744-4444
Account # 1390002366.

Please include the RT&T file #, your loan # and your name on the wire so we can accurately process your transaction.

CARRINGTON
MORTGAGE SERVICES

P.O. Box 5001
Westfield, IN 46074

Exhibits - L

0000557 02 MB 0.420 **AUTO 5 0 9211 29483-938699 -C04-P00557-I
NELSON L BRUCE
1605 Central Ave
Suite 6 #167
Summerville SC 29483-9386

Property Address:
144 PAVILION STREET
SUMMERVILLE, SC 29483

Loan Number: 7000124554

05/10/2017

NOTICE OF SERVICING TRANSFER

Re: Carrington Mortgage Services Loan #: 7000124554
Bank of America N.A. Loan #: 202985786

Dear Customer(s):

The servicing of your mortgage loan is being transferred, effective 05/02/2017. This means that after this date, Carrington Mortgage Services, LLC ("CMS") will be collecting your mortgage loan payments from you. Nothing else about your mortgage loan will change.

Bank of America N.A. is now collecting your payments. Bank of America N.A. will stop accepting payments received from you after 05/01/2017.

CMS will collect your payments going forward. CMS will start accepting payments received from you on 05/02/2017.

Send all payments due on or after 05/02/2017 **to CMS at this address: Carrington Mortgage Services, LLC, P.O. Box 79001, Phoenix, AZ 85062.** Please include your new CMS loan number as specified at the top of this letter on your check and all future correspondence.

If you have any questions for either your present servicer, Bank of America N.A. or your new servicer, CMS, about your mortgage loan or this transfer, please contact them using the information below:

Current Servicer:

Bank of America N.A.
Customer Service Department
800-669-6607
Customer Service Correspondence
P.O. Box 31785
Tampa, FL 33631-3785

New Servicer:

Carrington Mortgage Services, LLC
Attention: Customer Service Department
877-267-1221
P.O. Box 5001
Westfield, IN 46074

566

The CUSTOMER SERVICE DEPARTMENT for CMS is toll free and you may call from 7am to 5pm PST Monday - Friday. You may also visit our website at https://carringtonms.com.

If you have been including premiums for life, disability, accidental death, or any other type of optional insurance, this coverage will be discontinued. You should contact the provider of the optional insurance or other membership product directly regarding continued availability or for alternative options.



Under Federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by Bank of America N.A. on or before its due date may not be treated by CMS as late, and a late fee may not be imposed on you.

If your monthly payment is being electronically drawn from your checking or savings account by Bank of America N.A., this process will be discontinued in connection with the servicing transfer. Please visit our website at https://carringtonms.com, or contact one of our Customer Service Representatives, toll-free, at 877-267-1221, for available payment options.

Effective as of the servicing transfer date, you will be subject to the enclosed privacy policies of CMS and you may also obtain a copy of the privacy notice by visiting our website at https://carringtonms.com.

It is our pleasure to welcome you as one of our mortgage customers. CMS places a high level of importance on quality customer service and we are confident that we will provide the world class service to which you are accustomed.

Sincerely,

Loan Servicing Department
Carrington Mortgage Services, LLC

Note: See Debt Validation Attachment.

Exhibits - L

NOTICE

Pursuant to Fair Debt Collection Practices Act
15 U.S.C. Section 1692, et seq.

CMS Loan #: 7000124554
Current Creditor: Wilmington Savings Fund Society FSB as trustee of Stanwich Mortgage Loan Trust C
Current Servicer: Carrington Mortgage Services, LLC (CMS)

Dear Borrower:

This Notice is to remind you that you owe a debt. As of the date of this Notice, the amount of the debt you owe is $189,539.88.

In addition, we would like to advise you that you have thirty (30) days after receipt of this Notice to dispute the validity of the above debt, or any portion thereof, and if you do not do so, we will assume the debt is valid. If you notify us in writing within this thirty (30) day period that you dispute the debt, or any portion thereof, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to you by us.

Upon your written request within thirty (30) days after receipt of this Notice, we will provide you with the name and address of your original creditor, if different from your current creditor.

If you have any questions concerning this loan, please call our toll free number at 877-267-1221. Our office hours are from Monday through Friday 8:00 a.m. to 8:00 p.m. Eastern Time.

YOU HAVE THE RIGHT TO MAKE A WRITTEN REQUEST TO CMS TO CEASE FURTHER COMMUNICATION WITH YOU. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT CMS FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT.

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-VERBAL INQUIRIES & COMPLAINTS-
For verbal inquiries and complaints about your mortgage loan, please contact the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC, by calling 1-800-561-4567. The CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC is toll free and you may call from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday through Friday. You may also visit our website at https://carringtonms.com/.

-IMPORTANT BANKRUPTCY NOTICE-
If you have been discharged from personal liability on the mortgage because of bankruptcy proceedings and have not reaffirmed the mortgage, or if you are the subject of a pending bankruptcy proceeding, this letter is not an attempt to collect a debt from you but merely provides informational notice regarding the status of the loan. If you are represented by an attorney with respect to your mortgage, please forward this document to your attorney.

-CREDIT REPORTING-
We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

-MINI MIRANDA-
This communication is from a debt collector and it is for the purpose of collecting a debt and any information obtained will be used for that purpose. This notice is required by the provisions of the Fair Debt Collection Practices Act and does not imply that we are attempting to collect money from anyone who has discharged the debt under the bankruptcy laws of the United States.

-HUD COUNSELOR INFORMATION-
If you would like counseling or assistance, you may obtain a list of HUD-approved homeownership counselors or counseling organizations in your area by calling the HUD nationwide toll-free telephone number at (800) 569-4287 or toll-free TDD (800) 877-8339, or by going to http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm. You can also contact the CFPB at (855) 411-2372, or by going to www.consumerfinance.gov/find-a-housing-counselor.

-EQUAL CREDIT OPPORTUNITY ACT NOTICE-
The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has, in good faith, exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers CMS' compliance with this law is the Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20580.

-SCRA DISCLOSURE-
MILITARY PERSONNEL/SERVICEMEMBERS: If you or your spouse is a member of the military, please contact us immediately. The federal Servicemembers Civil Relief Act and comparable state laws afford significant protections and benefits to eligible military service personnel, including protections from foreclosure as well as interest rate relief. For additional information and to determine eligibility please contact our Military Assistance Team toll free at (888) 267-5474.

-NOTICES OF ERROR AND INFORMATION REQUESTS, QUALIFIED WRITTEN REQUESTS (QWR)-
Written complaints and inquiries classified as Notices of Error and Information Requests or QWRs must be submitted to Carrington Mortgage Services, LLC by fax to 800-486-5134, or in writing to Carrington Mortgage Services, LLC, and Attention: Customer Service, P.O. Box 5001, Westfield, IN 46074. Please include your loan number on all pages of the correspondence. You have the right to request documents we relied upon in reaching our determination. You may request such documents or receive further assistance by contacting the CUSTOMER SERVICE DEPARTMENT for Carrington Mortgage Services, LLC toll free at (800) 561-4567, Monday through Friday, 8:00 a.m. to 8:00 p.m. Eastern Time. You may also visit our website at https://carringtonms.com/.

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CARRINGTON
MORTGAGE SERVICES
P.O. Box 5001
Westfield, IN 46074

Carrington Mortgage Services, LLC
Quick Reference
Customer Self Help

Exhibits - L

Carrington Mortgage Services Loan Number: 7000124554

Important Information:

Welcome to Carrington Mortgage Services, LLC. We look forward to servicing your mortgage loan with our expert Loan Servicing Specialists.

Steps to Make an Automated Phone Payment – Fee: $5.00, unless prohibited by applicable law.

1. Dial Toll Free Number: (800) 561-4567.
2. Enter "Option 2" (for assistance with your account).
3. When prompted, enter Loan Number, then enter the last four digits of your Social Security Number.
4. To make a payment by phone press "Option 1".
5. To make an Automated Payment by Phone and incur a $5.00 fee, press "1".
6. When prompted, enter Loan Number, then enter the last four numbers of the **primary borrower's Social Security Number.**
7. When prompted, enter Routing Number and Checking Account Number.
8. Confirm payments by following the automated prompt.

Payments submitted after 11:00 PM Eastern Time/8:00 PM Pacific Time or on a Sunday will be processed the next business day.

All payments submitted on a Sunday (even if submitted on the last day of the month) will post the following business day.

Steps to Make a Web Payment - Fee: $0.00

1. Enter the following web address in your internet browser: https://carringtonms.com
2. If you have not created an online account please select "Sign Up" under New User.
   a. You will be required to agree to the Terms and Conditions of the website.
   b. Please have your Loan Number and Social Security Number available to establish your online account.
   c. You will be required to create a user name and password.
3. Once online, click "Make a Payment" to make your monthly mortgage payment via our secured website.
   a. Payment Options: Checking or Savings Account **(No debit/credit cards or money market accounts).**
4. You will be prompted to agree to the Terms and Conditions of the Western Union Payment System for Carrington Mortgage Services, LLC.
5. You will need to provide the following information:
   a. Email Address
   b. Select Checking or Savings Account Radial Button
   c. Routing Number
   d. Banking Account Number
   e. (Optional) Select whether to conveniently store your account information for your next scheduled payment.
6. Click "Continue".
   a. Validate Routing and Banking Account Numbers.
   b. Submit payment.

Payments submitted after 11:00 PM, Eastern Time/ 8:00 PM Pacific Time or on a Sunday will be processed the next business day.

572

All payments submitted on a Sunday (even if submitted on the last day of the month) will post the following business day.

I DO NOT ACCEPT OR CONSENT TO YOUR CONTRACT
Nelson Bruce 5-22-2017

CARRINGTON MORTGAGE SERVICES

Exhibits - L Rev. 07/2013

FACTS	WHAT DOES CARRINGTON MORTGAGE SERVICES, LLC DO WITH YOUR PERSONAL INFORMATION
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: • Social Security number and income • Payment history and mortgage rates and payments • Credit history and credit scores
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Carrington Mortgage Services, LLC chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Carrington Mortgage Services, LLC share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing	• Call toll free (800) 561-4567 **or** • Mail the form at the bottom of the page to the following address: Carrington Mortgage Services, LLC P.O. Box 5001 Westfield, IN 46074 **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call toll free, (800) 561-4567 or go to www.carringtonms.com

Mail-in Form

Leave Blank
OR
If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.

☐ Apply my choices only to me

Mark any/all you want to limit:
☐ Do not share information about my creditworthiness with your affiliates for their everyday business purposes
☐ Do not allow your affiliates to use my personal information to market to me.
☐ Do not share my personal information with nonaffiliates to market their products and services to me

Name	
Address Line 1	
Address Line 2	
City State Zip	
Account Number	

CMS-OPT

9211-04-00-0000557-0005-0002399

Who is providing this notice?	Carrington Mortgage Services, LLC
What we do	
How does Carrington Mortgage Services, LLC protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our Policies and Procedures and Employee Code of Conduct limit access to customer information for business purposes only and include strict standards for keeping your information confidential and secure.
How does Carrington Mortgage Services, LLC collect my personal information?	We collect your personal information, for example, when you ▪ Apply for a loan or give us your income information ▪ Provide employment information or provide account information ▪ Provide your mortgage information We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our affiliates include financial companies with the Carrington name such as Carrington Mortgage Holdings, LLC, Carrington Real Estate Services, LLC, Carrington Escrow, Inc., Carrington Insurance Agency, LLC, Carrington Title Services, LLC (d/b/a Carrington Settlement Services in Pennsylvania), Carrington Document Services, LLC, Carrington Foreclosure Services, LLC, and Carrington Property Services, Inc. (d/b/a Azure Home in California).*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Nonaffiliates we share with can include mortgage companies, insurance companies, direct marketing companies, and nonprofit organizations.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include other mortgage companies.*

A | LAW

1201 Main Street, Suite 1450, Columbia, SC 29201
Phone: 803.828.0880 | Fax 803.828.0881 | alaw.net

Exhibits - L

April 06, 2017

Nelson L. Bruce
144 Pavilion Street
Summerville, SC 29483

RE: Debt Verification
Property Address: 144 Pavilion Street, Summerville, SC 29483
Loan Number: [redacted]
ALAW File Number: 17-004206

Dear Mr. Bruce:

Our office is in receipt of your correspondence dated March 25, 2017 regarding the validity of the debt. Please find enclosed a copy of the March 3, 2017 correspondence advising of the amount owed. You will also find a complete loan history, copies of original Note, Mortgage and Assignment of Mortgage indicating that Bank of America, N.A. is the owner of the loan.

Sincerely,

A. Fox

Aubrey E. Fox
Paralegal

Enclosures

THIS LAW FIRM MAY BE DEEMED A "DEBT COLLECTOR" UNDER THE FAIR DEBT COLLECTION PRACTICES ACT. ANY AND ALL INFORMATION OBTAINED MAY BE USED FOR THE PURPOSE OF COLLECTING A DEBT
IF YOU ARE A DEBTOR IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY THIS IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY BUT AN ATTEMPT TO ENFORCE PLAINTIFF'S LIEN.

Exhibits - L

A | LAW

1201 Main Street, Suite 1450, Columbia, SC 29201
Phone: 803.828.0880 I Fax: 803.828.0881 I alaw.net

March 3, 2017

Principal Balance:	$170,312.65
Interest:	$11,549.37
Corporate Advances:	$6,395.82
Outstanding Attorney's Fees & Costs:	$0.00
Total Claim:	$188,257.84

Nelson L. Bruce
144 Pavilion Street
Summerville, SC 29483

RE: Property: 144 Pavilion Street, Summerville, SC 29483
Loan Number: [redacted]
Albertelli File Number: 17-004206

Dear Sir/Madam:

Albertelli Law represents Bank of America the creditor and servicer of a loan related to the property at 144 Pavilion Street, Summerville, SC 29483 and this communication is governed by the Fair Debt Collection Practices Act, or FDCPA, 15 USCS §§ 1692 et seq. At this time, no attorney with this firm has personally reviewed the particular circumstances of your account. As of today's date, our records indicate that based upon the terms of the Promissory Note and Mortgage associated with this loan, you owe $188,257.84. An itemization of the unpaid balance, unliquidated damages and other contractual costs are provided herein. Also, the terms of the Promissory Note and Mortgage also entitle the creditor to recover attorney's fees and costs which is $0.00. The FDCPA requires us to provide you with the following disclosure:

UNLESS YOU NOTIFY THIS OFFICE WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT OR ANY PORTION THEREOF, THIS OFFICE WILL ASSUME THIS DEBT IS VALID. IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE THAT YOU DISPUTE THE VALIDITY OF THIS DEBT, OR ANY PORTION THEREOF, THIS OFFICE WILL OBTAIN VERIFICATION OF THE DEBT OR OBTAIN A COPY OF A JUDGMENT AND MAIL YOU A COPY OF SUCH JUDGMENT OR VERIFICATION. IF YOU REQUEST THIS OFFICE IN WRITING WITHIN 30 DAYS AFTER RECEIVING THIS NOTICE, THIS OFFICE WILL PROVIDE YOU WITH THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.

All correspondence with our firm should be directed to the following address:

Albertelli Law, P.O. Box 23028, Tampa, FL 33623

IF YOU ARE A DEBTOR IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY:

Please be advised that if you are a debtor in bankruptcy or have been discharged in bankruptcy, this statement does not represent and is not intended to be a demand for payment. In such cases, this letter is provided for you for information purposes only and is not an attempt to collect a debt. You should consult legal counsel regarding your obligations, if any, to pay the mortgage loan.

THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

If you previously received a discharge in a bankruptcy case involving this loan and did not sign a reaffirmation agreement, then this letter is not an attempt to collect a debt from you personally. This law firm is seeking solely to foreclose the creditor's lien on real estate and this law firm will not be seeking a personal money judgment against you.

Sincerely,

Albertelli Law

THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

94169

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY

Honorable Diane S. Goodstein, Circuit Court Judge

Case No. 2016CP1801678

Appellate Case No. 2020-001130

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

v.

Nelson L. Bruce, Capital Return Investments, LLC, Charleston Area CDC, SC Housing Corp., South Carolina Housing Trust Fund, and Reminisce Homeowners Association, Inc., Defendants,

Of Whom Nelson L. Bruce is the.....Appellant

MOTION TO DISMISS APPEAL

Albertelli Law

William S. Koehler
1201 Main St, Suite 1450
Columbia, SC 29201
(803) 828-0880
Attorneys for Respondent

May 6, 2021

STATEMENT OF ISSUE

Respondent Wilmington Savings Fund Society FSB, as Trustee of Stanwich Mortgage Loan Trust C moves to dismiss this appeal on the grounds that Appellant has not preserved the issues for appeal.

PROCEDURAL HISTORY OF APPEAL

This is a mortgage foreclosure. Appellant filed an Answer and Counterclaims, which he later amended. Respondent filed a Reply. Appellant filed various motions, of which eight were pending at the time of hearing. Respondent filed a Motion to Dismiss Appellant's Counterclaims and to Refer the case to the Master in Equity ("Motion to Dismiss").

A hearing was held on the Motion to Dismiss, and the pending motions filed by Appellant. The hearing was attended by counsel for Respondent and Appellant. Respondent had paid the motion filing fee for only one of his motions, but he asked that particular motion be stayed until a later time. Judge Goodstein, presiding, granted Respondent's request.

The Court declined to hear Appellant's motions where he had not paid the filing fees. The Court granted Appellant's Motion to Dismiss, and this appeal followed.

MEMORANDUM AND MOTION TO DISMISS

Appellant lists twelve issues on appeal in his initial brief. Eight of the issues raised by Appellant involve the dismissal of his counterclaims. Appellant also seeks to appeal dismissal of his motions for which he failed to file the filing fee; appeal the circuit court's failure to enjoin parties; appeal the circuit court's failure to vacate an order substituting Plaintiff; appeal the circuit court's failure to physically file proof of the circuit court's jurisdiction.

I. With the exception of his FDCPA claim, Appellant refused to address any of his counterclaims at the hearing.

At the hearing before Judge Goodstein, counsel for Respondent argued the Motion to Dismiss. After the conclusion of that presentation, the Court asked Appellant for his response. Appellant declined to argue his position and has waived the right to try to re-litigate it before this Court because the issue is not preserved. The transcript of the motion hearing, attached hereto as an exhibit, shows:

> MR. BRUCE: And for me to speak as far as what he's talking about ---
>
> THE COURT: Yes.
>
> MR. BRUCE: --- the motion to dismiss.
>
> THE COURT: Yes.
>
> MR. BRUCE: It would be a breach of that contract for me to continue and start making objections towards the issue that he's claiming.
>
> (Tr., p. 11, ll. 3-10)

When given the opportunity to present his case, Appellant declined. Later he did make some arguments about the FDCPA, which are addressed below. Appellant has not preserved any issues related to his counterclaims.

" 'Issue preservation rules are designed to give the trial court a fair opportunity to rule on the issues, and thus provide us with a platform for meaningful appellate review.' *Queen's Grant II Horizontal Prop. Regime v. Greenwood Dev. Corp.*, 368 S.C. 342, 373, 628 S.E.2d 902, 919 (Ct.App.2006). At a minimum, issue preservation requires that an issue be raised to and ruled

upon by the trial judge. *Wilder Corp. v. Wilke,* 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998). It is 'axiomatic that an issue cannot be raised for the first time on appeal.' *Id.* Imposing such a requirement on the appellant 'is meant to enable the lower court to rule properly after it has considered all relevant facts, law, and arguments.' *I'On, L.L.C. v. Town of Mt. Pleasant,* 338 S.C. 406, 422, 526 S.E.2d 716, 724 (2000)." *Herron v. Century BMW,* 395 S.C. 461, 465, 719 S.E.2d 640, 642 (2011)

II. FDCPA claims

Appellant argued a different theory for his Fair Debt Collections Practices Act ("FDCPA") claims at hearing than he seeks to argue in his brief to this Court and has not preserved a claim under FDCPA for review.

At the hearing, Appellant argued that he did not receive a verification in the form he wanted. Appellant did not address whether Respondent is a debt collector under the FDCPA. In the argument section of his brief Appellant now argues Respondent is a debt collector under the FDCPA. However, Appellant did not raise or argue this point at the hearing.

Appellant's entire position at hearing was that he should have a verification in the form he requires. He cannot now raise other issues and theories for the first time to in an appeal. *Id.*

III. Appellant did not argue the circuit court's failure to enjoin parties, the circuit court's failure to vacate an order substituting Plaintiff, the circuit court's failure to vacate an order substituting Plaintiff, the circuit court's failure to vacate an order substituting Plaintiff or the circuit court's failure to physically file proof of the circuit court's jurisdiction.

Appellant identifies these issues for appellate review in his brief. He did not raise these issues to Judge Goodstein, and he has not preserved them for this Court's review. *Id.*

IV. Dismissal of motions for failure to pay filing fees

At the hearing Appellant argued that he should not have to pay filing fees until the county provided him proof of where the fees are being allocated. (Tr., p. 4, ll., 14-18). In his brief Appellant abandons this argument and argues instead he should be allowed to proceed without paying filing fees because he has filed sufficient documents to evidence his indigent status. Failure to raise an issue constitutes waiver and is not properly before the Court on appeal. *Carolina Attractions, Inc. v. Courtney*, 287 S.C. 140, 143, 337 S.E.2d 244, 245 (Ct. App. 1985)

Appellant has not preserved his claim to proceed as an indigent. He did not claim that position at hearing instead arguing the county had not proven to him where the funds will go. Judge Goodstein asked about the filing of an affidavit of indigency. Appellant informed the Court he had not filed one. Judge Goodstein then invited Appellant to argue whey he had not paid the fee, and Appellant declined to argue indigency. (Tr., p. 3, l. 24 – p. 4, l. 18) Thus, having not raised the issue to the Circuit Court, Appellant cannot raise it now.

Additionally, Appellant cites no authority in his brief for his position that he should not have to pay the filing fee. " 'An issue is deemed abandoned if the argument in the brief is not supported by authority or is only conclusory.' *Potter v. Spartanburg Sch. Dist. 7,* 395 S.C. 17, 24, 716 S.E.2d 123, 127 (Ct.App.2011); *see also S.C. Dep't of Soc. Servs. v. Mother,* 375 S.C. 276, 283, 651 S.E.2d 622, 626 (Ct.App.2007) (finding an issue abandoned because the appellant made 'a conclusory argument without citation of any authority to support her claim'); *Hunt v. S.C. Forestry Comm'n,* 358 S.C. 564, 573, 595 S.E.2d 846, 851 (Ct.App.2004) ('Issues raised in

a brief but not supported by authority are deemed abandoned and will not be considered on appeal.')." *Bluffton Towne Ctr., LLC v. Gilleland-Prince*, 412 S.C. 554, 573, 772 S.E.2d 882, 892 (Ct. App. 2015)

Conclusion

Appellant has not preserved any of the issues he now raises in his brief. He cannot raise issues for the first time on appeal, and his brief should be dismissed.

Respectfully submitted,

Albertelli Law

/s/ William S. Koehler
William S. Koehler
1201 Main St, Suite 1450
Columbia, SC 29201
(803) 828-0880
Attorneys for Respondent

May 6, 2021

State of South Carolina)
)
County of Dorchester)

In The Court of Common Pleas
First Judicial Circuit
2016-CP-18-1678

Wilmington Savings Fund Society FSB as Trustee of Stanwich M, et al.,

Plaintiffs,

vs.

Nelson L. Bruce, et al.,

Defendants.

Transcript of Record

March 12, 2020
St. George, South Carolina

B E F O R E:

The Honorable Diane S. Goodstein, Judge

A P P E A R A N C E S:

William S. Koehler, Esquire
Attorney for the Plaintiffs

Nelson L. Bruce
Self-represented Litigant

Elizabeth B. Harris, CVR-M-CM
Circuit Court Reporter

I N D E X

Witness/Description	Page No.
Certificate Page.	14

E X H I B I T S

No.	Description	Ev.

No exhibits introduced.

THE COURT: All right, what's next?

CLERK: Next we have 2016-CP-18-1678. We have eight motions on the docket. The defendant, Nelson Bruce, has a amended motion for pretrial discovery; a motion to dismiss; a motion to vacate the March 23, 2018, order; a motion to dismiss the September 25, 2017, order; motion to vacate the September 15, 2017, order; motion for temporary restraining order; motion to stay proceedings. And then we have the plaintiff's motion to dismiss and for order of reference.

THE COURT: All right. Thank you.

Thank you both. All right and, yes, sir, and your name.

MR. KOEHLER: Good morning, Your Honor. William Koehler here on behalf of plaintiff.

THE COURT: All right, and you are Mr. Bruce?

MR. BRUCE: Yes, ma'am.

THE COURT: Very well. All right.

(A PAUSE.)

THE COURT: All right. Mr. Bruce, there is a note from the clerk's office indicating that for some or all of the motions, that you did not pay a filing fee. Is that -- tell me about that.

MR. BRUCE: Yes. I contested the filing fee.

THE COURT: Okay. Did you happen to file an affidavit of indigency?

MR. BRUCE: I did not.

THE COURT: Okay, and tell me the reason that you did not pay the filing fee.

MR. BRUCE: Well, as far as the filing fee.

THE COURT: Yes.

MR. BRUCE: The county basically receives -- they do like a -- what do you call it? The county does a estimate, I guess. Not like a estimate but they do -- and I can't think of the term right now, but...

THE COURT: Okay.

MR. BRUCE: They file a -- it's not a summary but it's like financials every year, and for people who are paying taxes, that -- those financials cover those fees for filing. And I requested that this court provide me proof of what these filing fees are going to, what budget, and I have not received that. So, I'm contesting the filing fees, to see what these are actually going from, if we as taxpayers are paying taxes in regards to these fees.

THE COURT: Okay. All right, and very well. Did you pay filing fees with regards to any of your motions?

MR. BRUCE: I've paid filing fees before, but that's before I was informed of what -- the summary as far as, you know.

THE COURT: Okay.

MR. BRUCE: What I stated before.

THE COURT: Sure. With regards to the motions that you have filed to be heard today, did you pay your filing fee on any of these motions?

MR. BRUCE: I don't believe so.

THE COURT: Very well. Okay. All right. Very well, and it's your position, as I understand it, that because the -- you believe and your position is, is that, that the cost to run the court system or any other expenses to which the filing fees may go towards, that those expenses ought be paid by ---

MR. BRUCE: Estimated.

THE COURT: --- tax dollars.

MR. BRUCE: Estimated finances.

THE COURT: That there ought not be a requirement for a filing fee and, therefore, that is the basis upon which you did not pay your filing fees. Is that correct?

MR. BRUCE: Yes. That's correct.

THE COURT: Very well. All right. Now, in order --- Yes?

CLERK: Judge, he did pay for number one on the roster.

THE COURT: Okay. So, the amended motion pretrial discovery?

CLERK: Yes, ma'am.

THE COURT: Amended motion pretrial discovery, that

one the filing fee was paid. Gotcha. Okay, but not with regards to the others?

CLERK: No, ma'am.

THE COURT: Okay. Very well.

Now, Mr. Bruce, so that you -- I have and can preserve your issue, I'm going to determine that based upon state law, you are required to pay your filing fee prior to a motion being heard unless you have complied with the statute that allows for those who are indigent and have filed their affidavit and been deemed to be indigent. Those individuals can go forward without the paying filing fees. You've told me that you have not filed such an affidavit of indigency and that -- and you have put on the record your basis for your belief that you ought be allowed to go forward and argue your motions without the filing fees having been paid.

Under these circumstances, Mr. Bruce, with the exception number one where you did pay your filing fee, I am not going to hear those motions because you have failed to comply with the payment of the filing fee which is required. However, that issue is now preserved and if you wish to appeal that issue, you certainly can do that, okay?

MR. BRUCE: Okay.

THE COURT: That would be with regards to the other motions, not number one because, as I understand it, the

motion which is described on the docket as amended motion pretrial discovery, with regards to that motion, that one would be heard because the filing fee was paid. That motion I'm showing was filed on July the 23rd of 2018.

The motion which we have also today, the motion to dismiss an order of reference, that is a motion that has been filed by the plaintiff. Correct, Mr. Koehler?

MR. KOEHLER: Correct, Your Honor.

THE COURT: Did you pay your filing fee?

MR. KOEHLER: Yes, Your Honor.

THE COURT: All right. No indication from the clerk's office that that filing fee was not paid.

Now, the motion to dismiss that has been filed by the plaintiff, it is a motion to dismiss what pleading?

MR. KOEHLER: The defendant's counterclaims. It's a motion to dismiss the defendant's counterclaims and to then refer the case.

THE COURT: Okay. Gotcha. All right.

All right, I think...

(A PAUSE.)

THE COURT: All right, let me hear from you on your amended motion for pretrial discovery, Mr. Nelson.

MR. BRUCE: Well, I want to request a stay on that as well.

THE COURT: Okay.

MR. BRUCE: Because -- yes.

THE COURT: Oh. You don't want to hear that right now?

MR. BRUCE: Not right now, no.

THE COURT: Okay.

MR. BRUCE: And the reason why is because I have another pending case in district court.

THE COURT: Okay.

MR. BRUCE: Which was what I was supposed to -- I filed the motion to stay for but, like you said, there would be filing fees.

THE COURT: Gotcha.

MR. BRUCE: So, it's probably going to be appealed.

THE COURT: Gotcha. Okay. No problem.

MR. BRUCE: But it's, it's based off another contract, so, than this one.

THE COURT: No problem. So, we'll stay that one.

All right, Mr. Koehler, your motion.

MR. KOEHLER: Thank you, Your Honor.

THE COURT: Yes.

MR. KOEHLER: Plaintiff -- this is a foreclosure action.

THE COURT: Yes.

MR. KOEHLER: Plaintiff had initiated it with the filing of the summons and complaint. The defendant filed

an answer and counterclaims which he amended. We filed a reply and in our reply, we pleaded our 12(b)(6) motion to dismiss.

THE COURT: Okay.

MR. KOEHLER: And that we are renewing here. The defendant's pleading lists several things in captions but does not develop any of those. We ask the court dismiss anything if it could be even construed as a counterclaim simply by listing within a caption. The defendant did go into some depth on three counterclaims of which I was able to discern, and we would ask that those be dismissed.

First was liable. The defendant had a counterclaim for liable, but he did not in his pleadings identify any facts that would, could be construed as a libelous statement. In fact, he did not specify any facts or any statements at all. He did reference some of the pleadings, which, as we put in our memo, are privileged.

Second, the defendant pleaded a counterclaim for slander, I believe. Again, no statement was identified slanderous or otherwise, and certainly no spoken statements at all.

Third, the defendant made some references to the Fair Debt Collection Practices Act, the FDCPA. I assumed he was making a claim under that.

As an initial matter, this debt was validated by our

law firm. So, he has had that, and plaintiff in this case is not collecting a debt. This is a deficiency waiver. They are simply enforcing a security interest. Additionally, they're not a debt collector under FDCPA as they are not collecting the debt of another. It is their debt. And since there -- those causes of action fail to state facts sufficient to form causes of action, we ask the court to dismiss it, those.

If the court does that, the only remaining action will be our foreclosure action, which we believe would be appropriate to be referred to the master in equity, and ask the court to do that as well.

THE COURT: All right. Gotcha.

All right and, Mr. Nelson, I'll hear from you.

MR. BRUCE: Well, in regards to what the plaintiff is stating.

THE COURT: Yes.

MR. BRUCE: Around January of 2019, I sent out a presentment to them, which was a offer which basically was -- pretty much covers most of what's going on here. They failed to respond to that, thereby agreeing to that contract, and I filed a copy of that on the record showing proof that. They had a ten to twenty-day rejection period to reject that offer.

THE COURT: Very well. Okay. All right.

MR. BRUCE: They failed to respond to that offer.

THE COURT: Okay.

MR. BRUCE: And for me to speak as far as what he's talking about ---

THE COURT: Yes.

MR. BRUCE: --- the motion to dismiss.

THE COURT: Yes.

MR. BRUCE: It would be a breach of that contract for me to continue and start making objections towards the issue that he's claiming.

THE COURT: Okay.

MR. BRUCE: And that's why it's in district court right now.

THE COURT: Yes.

MR. BRUCE: In process of being confirmed, and that would determine basically the full validity of the claims in that contract.

THE COURT: Okay.

MR. BRUCE: In regards to this matter as well.

THE COURT: Okay. Very well. Anything else you want to tell me about the -- in response to the motion to dismiss?

MR. BRUCE: In regards to the motion to dismiss, and so that I don't waiver any further arbitration rights, I will present a few things. There are some affidavits filed

on the record in regards to the debt validation that they never responded to, including the attorneys. They failed to respond. The FDCPA requires that they respond in thirty days. They failed to respond, failed to produce any validation of the debt.

The attorney claims that the attorney validated the debt. They have no firsthand knowledge in regards to that, and so they cannot validate that debt. Only a person with firsthand knowledge can validate that debt, and again they have produced no affidavits in rebuttal to my affidavit.

THE COURT: Got it. Very well.

All right, gentlemen, thank you so much.

I'm going to ask for a proposed order.

MR. KOEHLER: Yes, ma'am.

THE COURT: Obviously I want you to send it, please, to Mr. Nelson when you send it to me, if not before, and I will let you know of my decision, okay?

MR. KOEHLER: Thank you, Your Honor.

THE COURT: Thank you. Thank you very much.

MR. KOEHLER: Any particular time frame?

THE COURT: I would appreciate it in thirty days; however, if you need a longer period, just simply let me know.

MR. KOEHLER: That should be no problem, Your Honor.

THE COURT: Very well.

MR. KOEHLER: Thank you.

THE COURT: I appreciate it.

And with regards to Mr. Nelson, since he is appearing *pro se*, I would draft from his perspective. I would take the drafting as an obligation myself in the event that I rule in his -- as he would wish and based on his argument, I will draft that order.

Very well. Thank you.

MR. BRUCE: Thank you.

--- END OF TRANSCRIPT OF RECORD ---

CERTIFICATE

I, THE UNDERSIGNED ELIZABETH B. HARRIS, CERTIFIED VERBATIM OFFICIAL COURT REPORTER FOR THE FIFTH JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF ALL THE PROCEEDINGS HAD AND EVIDENCE INTRODUCED IN THE HEARING OF THE CAPTIONED CAUSE, RELATIVE TO APPEAL, IN THE CIRCUIT COURT FOR DORCHESTER COUNTY, SOUTH CAROLINA, ON THE 12TH DAY OF MARCH, 2020.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL, NOR INTEREST IN ANY PARTY HERETO.

Elizabeth B. Harris

ELIZABETH B. HARRIS, CVR-M-CM

COLUMBIA, SOUTH CAROLINA

DECEMBER 22ND, 2020

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM DORCHESTER COUNTY

Honorable Diane S. Goodstein, Circuit Court Judge

Case No. 2016CP1801678

Appellate Case No. 2020-001130

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

v.

Nelson L. Bruce, Capital Return Investments, LLC, Charleston Area CDC, SC Housing Corp., South Carolina Housing Trust Fund, and Reminisce Homeowners Association, Inc., Defendants,

Of Whom Nelson L. Bruce is the.....Appellant

CERTIFICATE OF MAILING

The undersigned hereby certifies that she is an employee of Albertelli Law and is a person of such age and discretion to be competent to serve papers.

That on the 6th day of May 2021 she served copies of Respondent's Motion to Dismiss Appeal by placing said copies 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: Motion to Dismiss Appeal
Parties Served:

Nelson L. Bruce
144 Pavilion Street
Summerville, SC 29483

Aubrey Fox
Paralegal
Albertelli Law

Columbia, South Carolina

A | LAW

1201 Main Street, Suite 1450, Columbia, SC 29201
Phone: 803.828.0880 | Fax 803.828.0881 | alaw.net

May 04, 2021

The South Carolina Court of Appeals
P.O. Box 11629
Columbia, SC 29211

RE: Wilmington Saving Fund, FSB v. Bruce
Appellate Case No. 2020-001130

To Whom It May Concern:

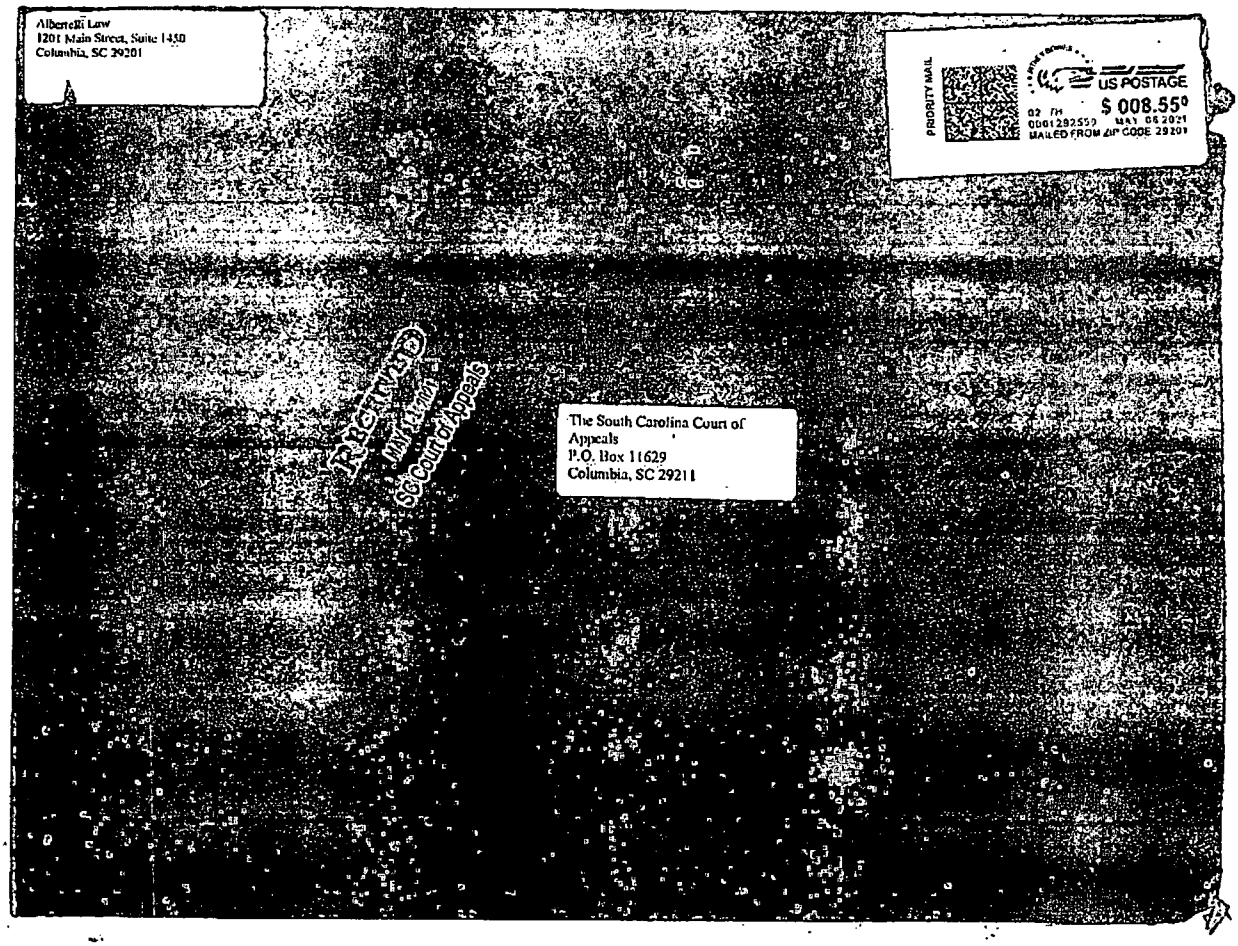
Please find enclosed an original and copies of the Motion to Dismiss Appeal regarding the above-referenced matter. A check in the amount of $50.00 is also enclosed. Please do not hesitate to contact our office should you have any questions.

Sincerely,

Aubrey E. Fox
Paralegal

Enclosures

THIS LAW FIRM MAY BE DEEMED A "DEBT COLLECTOR" UNDER THE FAIR DEBT COLLECTION PRACTICES ACT. ANY AND ALL INFORMATION OBTAINED MAY BE USED FOR THE PURPOSE OF COLLECTING A DEBT
IF YOU ARE A DEBTOR IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY THIS IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY BUT AN ATTEMPT TO ENFORCE PLAINTIFF'S LIEN


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Columbia, SC 29201
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Record/FILE ON DEMAND
Acceptance of Offer with full immunity AND WITHOUT RECOURSE! NBLB-20200518NLBWILM0601-COAPP-0802°

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2020-001130
Common Pleas Case No.: 16-CP-18-1678

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

v.

Nelson L. Bruce, et al.....Appellant.

OPPOSITION TO APPELLEE'S MOTION TO DISMISS APPEAL

Nelson L. Bruce, Propria Persona, Sui Juris
c/o 144 Pavilion Street
Summerville, South Carolina 29483
(843) 437-7901
Leonbruce81@yahoo.com
Appellant

May 18, 2021

APPELLANTS RESPONSE TO RESPONDENT STATEMENT OF ISSUE

Appellant, Nelson L. Bruce, hereby responds and objects to respondent Wilmington Savings Fund Society FSB, as Trustee of Stanwich Mortgage Loan Trust C request to dismiss this appeal which appellant received on May 10, 2021 on the grounds that Appellant has not preserved the issues for appeal for the reasons presented throughout this opposition and response.

APPELLANT'S REPLY AND ADDITION TO PROCEDURAL HISTORY OF APPEAL

On or about May 20, 2020, Appellant filed a MOTION FOR RECONSIDERATION, RELIEF FROM APRIL 22, 2020 ORDER AND DIMISSAL OF AMENDED COUNTERCLAIM/COUNTERSUIT AND REFERRAL TO MASTER IN EQUITY, TO VACATE/SET ASIDE THE APRIL 22, 2020 JUDGMENT/ORDER AND STAY PROCEEDINGS, TO STRIKE FILINGS BY PLAINTIFF'S ATTORNEY, TO ENJOIN PARTIES, FOR CONTINUANCE OF HIS MOTION FOR ENTRY OF DEFAULT MOTION FOR SUMMARY JUDGMENT AND EXPEDITED REVIEW OF MOTION on the record after appellant received a copy of the April 22, 2020 signed order dismissing the case which appellant received on May 11, 2020. The court never mailed out the 4-22-2020 judgment/order to the appellant until 5-1-2020 as evidenced and documented by the clerk (see...common pleas 5-1-2020 court record for this case) and the appellant did not receive delivery of the 4-22-2020 judgment/order until 5-11-2020 due to the effects of Covid-19 with U.S.P.S. mailing delays. On 7-8-2020 the court made a ruling denying appellants 5-20-2020 Motion and referred the case to the MIE and this appeal followed for both the 4-22-2020 judgment/order and the 7-8-2020 order.

APPELLANTS REPLY TO MEMORANDUM AND POTION TO DISMISS

I. APPELLANT REPLY TO SECTION I OF RESPONDENTS MOTION TO DISMISS "WITH THE EXCEPTION OF HIS FDCPA CLAIMS,

APPELLANT REFUSED TO ADDRESS ANY OF HIS COUNTERCLAIMS AT THE HEARING.

Respondent claims that Appellant declined to argue his position therefore has waived the right to try to re-litigate the issues presented to this court because they are not preserved and then starts to reference parts of the transcript. Appellant objects to this allegation. Although appellant made some statements at the hearing in regards to the motion to dismiss, appellant had already presented his case before the court and the issues have already been raised and preserved on the record in appellant's filed opposition to respondent's motion to dismiss (see... Defendants' Opposition to Plaintiff's Motion to Dismiss and Motion for Order of Reference filed and entered on 12-17-2018 which is hereby reiterated and incorporated by reference in its entirety) which is why appellant stated "it would be a breach of that contract for me to continue to start marking objections towards the issue that he claiming" (see...page 3 respondents motion to dismiss appeal). Appellant's 12-17-2018 opposition pertains to any arguments in regards to the motion to dismiss before any arbitration agreements were made during the pendency of the case therefore the issues have been preserved for appellate review.

At the hearing, appellant presented to the court to review the record and address all affidavits filed on the record (see...respondents copy of transcript pages 11 – 12 filed with their motion to dismiss this appeal). This would include the appellants 12-17-2018 amended counterclaim which clearly specified as an Affidavit and is in Affidavit form (see...page 1 of appellant 9-25-2017 amended counterclaim). This affidavit is undisputed facts before the court as there are no rebuttal affidavits on file to this affidavit which should have been considered in this matter. The following was stated at the hearing:

> THE COURT: Okay. Very well. Anything else you want to tell me about the -- in response to the motion to dismiss?

MR. BRUCE: In regards to the motion to dismiss, and so that I don't waiver any further arbitration rights, I will present a few things. There are some affidavits filed on the record in regards to the debt validation that they never responded to, including the attorneys. They failed to respond. The FDCPA requires that they respond in thirty days. They failed to respond, failed to produce any validation of the debt. The attorney claims that the attorney validated the debt. They have no firsthand knowledge in regards to that, and so they cannot validate that debt. Only a person with firsthand knowledge can validate that debt, and again they have produced no affidavits in rebuttal to my affidavit.

THE COURT: Got it. Very well.

By the attorneys own words, they admit to allegedly attempting to validate an alleged mortgage debt by stating " As an initial matter, this debt was validated by our law firm" (see... Respondents filed copy of transcript pages 9 – 10 filed with their motion to dismiss) which is in line with appellants exhibits (exhibits–L) file on record on 5-20-2020 with appellant's motion which is hereby incorporated by reference in its entirety as proof that respondents are debt collectors trying to collect a debt directly or indirectly and proof that the respondents were trying to collect a debt during the pendency of foreclosure which makes them a debt collector as their communication specifically states "THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE" which is a statement required by FDCPA for all debt collects to have with their communications to a consumer when attempting to collect a debt. The 5-20-2020 file motion along with a proposed order (see...5-20-2020 motion filing) which contains issues by the appellant was first raised to the circuit court requesting a ruling on the motion by the court which they ruled on 7-8-2020 therefore are preserved for appellate review ***Fettler v. Gentner*, 396 S.C. 461, 722 S.E.2d 26, 30 (S.C. Ct. App. 2012)** (holding an appellate court cannot address an issue unless it was first raised to and ruled upon by the lower court).

Also There Appears to be a Controversy which amounts to a lack of jurisdiction, and a void judgment/order under Rule 60 and a violation of appellant's constitutional rights, rights to a

trial by jury as exercised and demanded as prescribed under **SCRCP Rule 38(b)** and therefore is preserved under **SCRCP Rule 38(a)** for a jury to decide on all issues pertaining to the appellants amended counterclaims and preserved for appellate review.

Rule 39(a), SCRCP, provides,

> When trial by jury has been demanded as provided in Rule 38, the action shall be designated upon the calendar and the clerk's filebook as a jury action. The trial of all issues so demanded shall be by jury, unless (1) the parties or their attorneys of record, by written stipulation filed with the court or by an oral stipulation made in open court and entered in the record, consent to trial by the court sitting without a jury or (2) the court upon motion or its own initiative finds that a right of trial by jury of some or all of those issues does not exist.

Rule 38(b), SCRCP, states,

> Any party may demand a trial by jury of any issue triable of right by a jury by serving upon the other parties a demand therefor in writing at any time after the commencement of the action and not later than 10 days after the service of the last pleading directed to such issue. Such demand may be endorsed upon a pleading of the party.

The court in determining the appellant's right to a jury trial by jury was solely based on the foreclosure action filed by the respondent being an equitable action (see...4-22-2020 order under section "PLAINTIFF'S MOTION TO REFER"), not the amended counterclaims and therefore the court had only found that appellant did not have a right to a trial by jury on some of the issues as prescribed under **Rule 39(a)**, on the foreclosure action "only", not appellants counterclaims. Therefore the issues whether appellant is required a trial by jury on his amended counterclaims was never addressed and appellant has a right to a trial by jury on all of those issues presented in his amended counterclaim as demanded in his amended counterclaim (see...section "VII" paragraph 47 of 9-25-2017 amended counterclaim) as there are no written stipulations filed with the court nor oral stipulation in open court or entered in the record by the appellant consenting to trial by the court sitting without a jury as the 4-22-2020 order shows the

court decided the issues, not a jury.

In ***South Carolina Community Bank v. Salon Proz, LLC*** **Appellate Case No. 2014-002627, April 26, 2017** it was decided that, a counterclaim is considered a separate action because it can be ordered as a separate trial. Appellant is entitled to a jury trial in this equitable action because his amended counterclaims are legal and compulsory." ***Carolina First Bank v. BADD, LLC*****, 414 S.C. 289, 295, 778 S.E.2d 106, 109 (2015).** "A counterclaim is compulsory if it arises out of the same transaction or occurrence as the party's claim which is the case here as appellants amended counterclaims meet the restrictions enunciated in ***Carolina First Bank v. BADD, LLC*** because they bear a logical relation to the foreclosure claim and arise out of the origination and administration of the subject alleged mortgage loan.

There has been a demand for a jury trial/trial by jury documented by the clerk and acknowledged on the record (see... the 10-27-2017 record where the clerk documented the following as a "Clerk's error" Changed file type from non-jury to jury, see...appellant's 8-23-2018 exhibit – H filed on the record which is a copy of the record, also see...the lower courts 5-23-2018 record documenting a notice of jury roster) which evidences a jury, not the court was to decide any and all issues presented in appellant's amended counterclaim and therefore the court's judgment/order is void as presented in appellants brief and preserved for appellate review. This was brought to the courts attention before and after the hearing which the court ignored thereby violating appellants rights to a trial by jury on the issues **(see...12-17-2018 filing page 4 paragraph 3, and 5-20-2020 filing pages 3, 6, 26-28, and 30-31)**. The record regarding a jury trial did not get adjusted until after the 4-22-2020 order dismissing the amended counterclaims therefore the court was already on notice that the amended counterclaims was to be decided by a jury, not the court. Nothing in the record demonstrates appellant voluntarily

relinquished the right to a trial by jury, a jury trial. The right of trial by jury is highly favored, and waivers of the right are always strictly construed and not lightly inferred or extended by implication." ***Keels v. Pierce,*** **315 S.C. 339, 342, 433 S.E.2d 902, 904 (Ct. App. 1993).** "In the absence of an express agreement or consent, a waiver of the right to a jury trial will not be presumed." Id. These are matters in controversy for which a jury must decide all the issues pertaining to the amended counterclaim **(see... SCRCP Rule 38(c))** as a matter of law and are preserved as provided under **SCRCP Rule 38(a).** The Bill of Rights guarantees every party the right to a "trial by jury" in every controversy in every court that has a value of $20 or more and I have exercised that right with my demand for a jury trial, trial by jury (see...appellants amended counter claim filed on 9-25-2017 section "VII" paragraph 47). This right is not subject to review, and or restriction, as it is a secured and guaranteed right supported by precedent and Appellant has exercised that right and has not consented to waiving that right.

There are no rebuttal affidavits filed and signed under oath, penalty of perjury, and firsthand knowledge that can authenticate the statements that the attorneys has made throughout this case on behalf of their clients the appellees. Affidavits stand as truth when not rebutted or properly rebutted ***(see...[United States v. Kis, 658 F.2d 526, 536 (7th Cir. 1981); Cert. Denied, 50 U.S. L. W. 2169; S. Ct. March 22, 1982])***. Affidavit uncontested unrebutted unanswered stands as true. "An Affidavit if not contested in a timely manner is considered undisputed facts as a matter of law."). Indeed, no more than affidavits is necessary to make the prima facie case which is the case here. ***United States v. Kis, 658 F2d 526 (7 th Cir. 1981); certiorari denied, 50 U.S.L.W. 2169; S.Ct. March 22, 1982 denied, 50 U.S.L.W. 2169; S.Ct. March 22, 1982.*** Since there are no rebuttal affidavits filed on the record the attorneys have provided nothing but hearsay and allegations on the record, no facts and appellant's affidavits are all undisputed facts.

This court and Common Pleas Court is a court of record and the court is required to review all filings on the record in order to fairly rule on the issues presented before it whether or not stated at a hearing. As long as it is filed on the record, it is before the court for the court to review and consider. If this was not the case then why are all filings required to be filed with the clerk of record in order for the judge to review to make a decision and why is the record required in order for the appellate court to review any errors of the court? In fact, there are no requests filed on the record by the respondent in the form required by the circuit court (see...page 7 of 3-23-2018 filing by respondent for example of the required form/coversheet) asking for a hearing in order for a hearing to conduct on their motion to dismiss therefore the court was only required to go by the record when addressing the motion to dismiss appellants counterclaims which would include the appellant's opposition to respondents motion to dismiss. The court took it upon itself without consent and request of the parties on the form required by the court to request a hearing on the matter. All responses was already on the record and they were to make their decision based off of the record and the parties responses on the record in opposition to the motion to dismiss and the court is required to consider the record. The lower court failed to do this and because there was no consent to the hearing and nor records of a request for a hearing on the matter, the court had no right to conduct a hearing on any issues especially if it violates a parties right to a trial by jury on all the issues as preserved. These are the reasons why the referenced 5-20-2020 motion was filed giving the court the opportunity to review the full record of appellant's filings on the record for this matter since the filing of the amended counterclaim to correct their errors and fairly make a decision and to inform the court that a jury must be present as a trial by jury was demanded for all the issues.

The respondent had an opportunity to contest the 5-20-2020 motion with the filing of an

opposition but failed to raise any objections and challenges to that motion and therefore have waived their right to raise any objections in this appeal to what was presented and raised before the circuit court in that motion as any responses toward the 5-20-2020 motion would not have been on the record before the appeal and would be raised for the first time on appeal which respondent has already stated would be axiomatic (see..."Section I" page 4 of respondents motion to dismiss) and any such challenges and responses should be stricken from the record in this appeal. In this case, all issues raised in appellant's informal brief has been raised before the lower court and ruled on as evidenced by their 7-8-2020 denial filed on the record of that court therefore the appellant has reached the minimum requirement for issues presented in appellants brief to this court and therefore are not raised for the first time and are preserved for appellate review. Issues and arguments are preserved for appellate review only when they are raised to and ruled on by the lower court **(E.g., *Wilder Corp. v. Wilke*, 330 S.C. 71, 76, 497 S.E.2d 731, 733 (1998)).** For these reasons, respondent's motion to dismiss should be denied.

II. APPELLANT REPLY TO SECTION II OF RESPONDENTS MOTION TO DISMISS "FDCPA CLAIMS"

Respondent claims that Appellate has argued a different theory for his Fair Debt Collections Practices Act ("FDCPA") claims in his brief to the appellate court and therefore appellant has not preserved a claim under the FDCPA for review. Respondent claims that appellant argued that he did not receive a verification in the form he requested. That appellant did not address whether respondent is a debt collector under the FDCPA. On the contrary, appellant had already raised these arguments in his position on the record in his 12-17-2018 opposition (see... pages 1, 2, 5, 6, and 11) as this opposition clearly and specifically addresses the motion to dismiss and appellant raised these arguments in his 5-20-2020 motion (see...5-20-20 motion pages 6 – 8 of 33 and 15 - 23 of 33) which are all hereby reiterated an incorporated by

reference in their entirety therefore the FDCPA claims are preserved for appellate review. In fact, there were additional arguments/theories added to the order that was not presented or raised at the hearing (see...March 12, 2020 hearing transcript filed with respondent's 5-11-2020 motion to dismiss) such as:

- Assuming Plaintiff is collecting a debt, Plaintiff is the holder of the Note and the legal title owner of the Mortgage, so it is not collecting the debt of another. As the U.S. Supreme Court has stated, "you have to attempt to collect debts owed another before you can ever qualify as a debt collector." Henson v. Santander Consumer USA Inc., 137 S. Ct. 1718, 1724, 198 L. Ed. 2d 177 (2017) (Emphasis in original.)
- Further, Plaintiff's foreclosure action with a waiver of deficiency is not collection of a debt. It has waived deficiency and is seeking only to foreclose its security interest in the property. Enforcing a security interest in real estate is not the collection of a debt. The FDCPA is designed.
- Defendant Response purports to assert a counterclaim for Conspiracy. "A civil conspiracy consists of three elements: (1) A combination of two or more persons, (2) for the purpose of injuring the plaintiff, (3) which causes the plaintiff special damages" Hammond v. Butler, Means, Evins & Brown, 300 S.C. 458, 463, 388 S.E.2d 796, 798 (1990). Defendant has not alleged facts to support any of the elements. In his claim he states "the opposing parties". There are no opposing parties, only the Plaintiff. There is no combination of two or more persons, which is an essential element of the cause of action.
- Defendant has not pleaded facts showing any parties have come together for the purpose of injuring Plaintiff. Additionally, Defendant has not pleaded special damages. Rule 9(g), SCRCP, requires "when items of special damage are claimed, they shall be specifically stated." In AJG Holdings LLC v. Dunn, the Court of Appeals stated, "To prove special damages, [claimaints] had to show that the acts in furtherance of the conspiracy were separate and independent from other wrongful acts alleged in the complaint. See Todd v. S.C. Farm Bureau Mut. Ins. Co., 276 S.C. 284, 293, 278 S.E.2d 607, 611 (1981). Special damages must be properly pled, or the claim for civil conspiracy will be dismissed. Hackworth v. Greywood at Hammett, LLC, 385 S.C. 110, 115–16, 682 S.E.2d 871, 875 (Ct.App.2009); see also Rule 9(g), SCRCP (requiring special damages to be specifically stated in the pleadings). AJG Holdings LLC v. Dunn, 392 S.C. 160, 167–68, 708 S.E.2d 218, 222–23 (Ct. App. 2011), aff'd, 410 S.C. 346, 764 S.E.2d 912 (2014) The AJG Court cited the Hackworth case, which makes it clear that dismissal is appropriate when special damages are not properly pleaded. The Defendant's claims for conspiracy should be dismissed.
- Defendant has included a counterclaim for "Violation of TILA" in the caption of his Amended Response. The reference would appear to be to the Truth in Lending Act. However, Defendant has not pleaded any specific facts related to a violation

of this act. Therefore, the Defendant's Counterclaim must be dismissed.

- In relevant part Rule 53(b) provides: "In an action ... for foreclosure, some or all of the causes of action in a case may be referred to a master." Rule 71 (a) adds: "Actions to foreclose liens or obtain partition of real property shall be tried by the court, and shall ordinarily be referred to a master pursuant to Rule 53."
- Defendant has sought a jury trial. "A mortgage foreclosure is an action in equity." U.S. Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364, 373, 684 S.E.2d 199, 204 (Ct. App. 2009). "Generally, the relevant question in determining the right to trial by jury is whether an action is legal or equitable; there is no right to trial by jury for equitable actions." Lester v. Dawson, 327 S.C. 263, 267, 491 S.E.2d 240, 242 (1997). This foreclosure action is proper to be referred, and Defendant does not have a right to a jury trial.

However, the above arguments are similar to what was raised on the record in respondents 11-15-2018 Memorandum to their motion to dismiss, and by the court allowing the respondents to utilize the record to add additional allegations/theories outside of the hearing that was not raised at the hearing, the court opened the door for Appellant to address them further and add his own additional allegations/theories and the court should had drafted the appellant's arguments in his opposition that was filed on the record on 12-17-2018 as there should be equal protections and rights amongst the parties by a neutral party, the court otherwise the court is acting in a bias, prejudicial manner against the appellant. Since the court made their decision based off the record in favor of the moving party only, the respondent without the drafting of appellants perspective which would include the opposition filed on the record as they obligated themselves to do (see...hearing transcript page 13) there was clearly a need for the 5-20-2020 motion by the appellant. The court failed to add appellant's arguments and theory filed on the record in his 12-17-2018 opposition as they did with respondents 11-15-2018 memorandum and placed an order dismissing the amended counterclaims. The additional allegations/theories were raised before the lower court first with the filing of appellant's 5-20-2020 motion which stayed the timeframe to file any notice of appeal of which the respondent waived their right to challenge and raise objections to the 5-20-2020 motion as they failed to file an opposition to this motion as

presented above. Therefore the issues are preserved for review of the appellate court and this is not the first time they were presented as respondents were served with a copy of the above 5-20-2020 motion filing and the 12-17-2018 appellant's opposition to plaintiff's motion to dismiss. It is clear that the court's decision was not completely based off of the 3-12-2020 hearing, it was based off of the record, the respondents 11-15-2018 Memorandum, proposed order that had additional allegations/theories which the court adopted and signed. The court never reviewed the record as directed by the appellant as evidenced before the court (see...pages 11-12 of the 3-12-2020 transcript, pages 3-4 of the 12-17-2018 opposition, and page 6 of appellant's 5-20-2020 motion) nor did the court draft from appellants perspective as they obligated themselves to (see...hearing transcript page 13). For these reasons respondent's motion to dismiss appeal should be denied.

III. APPELLANT REPLY TO SECTION III OF RESPONDENTS MOTION TO DISMISS " APPELLANT DID NOT ARGUE THE CIRCUIT COURT'S FAILR TO ENJOIN PARTIES, THE CIRCUIT COURT'S FAILURE TO VACATE AN ORDER SUBSTITUTING PLAINTIFF, OR THE CIRCUIT COURT'S FAILURE TO PHYSICALLY FILE PROOF OF THE CIRCUIT COURT'S JURISDICTION"

Respondent argues that appellant did not argue and raise the issues of the failure to enjoin parties, the failure to vacate an order substituting Plaintiff, the courts failure to physically file proof of the court's jurisdiction as identified for appellate review to Judge Goodstein and therefore they are not preserved for appellate court to review. On the contrary, appellant has raised these issues to the judge and filed them on the record, see...appellants 12-17-2018 opposition to plaintiff's motion to dismiss pages 2 – 5 & 10 – 11 and appellants 5-20-2020 motion pages 1, 6 – 8, 10, 16 – 17, 20 – 22, 24, 29 – 32) therefore appellant objects and has preserved these issues for appellate court review and respondents motion to dismiss should be denied.

IV. APPELLANT REPLY TO SECTION IV OF RESPONDENTS MOTION TO DISMISS "FAILURE TO PAY FILING FEES"

In regards to the challenge to the filing fees addressed at the hearing, appellant states that because the court set a date for the motions to be addressed for his filings, appellant thought that the court accepted the motions and his form for them to collect a filing fee as a state agency and was proceeding forward since the court did not send any notices for failure to file a filing fee and therefore had to appear because he requested the hearings and appeared for motion hearing under threat of duress and/or coercion as specified in appellants 5-20-2020 motion (see...page 2 of appellant's 5-20-2020 motion). Appellant states that because this case has been going on for over 3 years and there has been multiple filings by all parties, that is would be impossible for appellant to memorize all fillings for 3 + years and when the court asked if he filed any affidavits regarding indigency and the current filing fees for those motions, at the time he could only address what he could remember unaware at the time that he had already filed an affidavit regarding indigency status which would cover all filings moving forward. Appellant directed the court to view all affidavits filed on the record as referenced above in this opposition therefore if the court had reviewed all affidavits filed on the record, the court would have noticed that an affidavit was filed as it was brought to the circuit court judges attention (see...5-20-2020 motion filing on the record pages 4 – 5).

Respondents makes several arguments in regards to the filing fees that pertain to preserving the issue for appellate review. Respondent addressed the appellant's challenge to the courts filing fees, and claims that appellant argued that he should not have to pay filing fees until the county provided him proof of where the fees are being allocated referencing Tr., p. 4, 11., 14-18 of the 3-12-2020 transcript then goes on to claim that appellant abandons this argument and

argues instead he should be allowed to proceed without paying filing fees because he has filed sufficient documents to evidence his indigent status and states a failure to raise an issue constitutes waiver and is not properly before the Court on appeal and that appellant cites no authority in his brief for his position that he should not have to pay the filing fee. Respondent also claims that appellant has not preserve his claim to proceed as an indigent because he did not claim that position at the hearing when asked by the judge. Appellant objects to the respondents allegations as he has raised the argument about his challenge to the court to paying filing fees to the court by requesting proof of where the fees are being allocated by stating under section "V" of Appellants brief (see...page 23 of appellant's brief), "The filing fee was challenged by appellant which the court never produced on the record, any facts to support their claims in opposition to appellants challenge to the fee which is an undisputed fact" although appellant did raise arguments about indigent status. The court failed to produce any evidence that there office is not prepaid by the taxes of the people nor where the funds they are additionally charging filers are being appropriated to before denying appellant's motions therefore they are preserved for appellate review. Appellant addressed all issues regarding the filing fees before the circuit court in his 5-20-2020 motion (see...pages 4 – 5) before appeal therefore they are not abandoned and they are preserved for appellate review. Appellant's claims of indigency are in affidavit form, Appellant's claims of forms for the court to collect a filing fee as a state agency are filed on the record and there for are facts, not conclusions and therefore are undisputed facts as there are no objections in reference to the affidavit and form to collect a filing fee as a state agency. For these reasons, respondent's motion to dismiss should be denied.

CONCLUSION

Further, appellant has preserved all the issues addressed in his brief, and therefore are not

addressed for the first time on appeal and respondents motion to dismiss should be denied. Even though respondent believes that the issues presented in appellant's brief may not have been preserved for appellate review and doesn't specify exactly what was not presented before the lower court that appellate presented in his brief, it is clear that the issues regarding the right to a trial by jury, the FDCPA, filing fees were definitely preserved for appellate review. All the issues in appellant's brief are preserved for appellate review as specified above, even if they weren't, this court may still consider matters not raised before the circuit court before appeal was filed if any, based upon judicial economy and public policy/fairness. See... ***Bell v. Progressive Direct Insurance*, 407 S.C. 565, 582 n. 9 (2014) and *Jeter v. South Carolina Department of Transportation*, 369 S.C. 433, 441 n.6 (2006).** It is clear that the court was bias in their decision and acted in a prejudicial manner and unfairness as they based their decision on the record of one parties arguments and theories and not the other parties opposition which include the other parties arguments and theories even though brought to their attention in a motion and that the court violated the appellants rights to a trial by jury as demanded by deciding the issues which all issues are preserved for a jury to decide and should be reversed and re-litigated before a jury as no hearing was consented to nor requested by the respondent in the form required by the circuit court to set a hearing on the matter. For the reasons specified above and throughout this opposition the respondent's motion to dismiss should be denied.

Appellant prays that this honorable court enter an order allowing appellant twenty (20) days from the date of a decision on the motion to dismiss appeal to amend his appeal brief, to remove the duplicate section (section "I" and section "XII" are duplicates), to add issues related to the stay of proceedings, the estoppel, and the information presented in this opposition as it pertains to issues presented in the brief that are part of the lower courts record.

RESPECTFULLY PRESENTED,

"Without Prejudice"

Nelson L. Bruce 5-18-2021

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APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Diane S. Goodstein, Circuit Court Judge

Appellate Case No. 2020-001130
Common Pleas Case No.: 16-CP-18-1678

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

v.

Nelson L. Bruce, et al.....Appellant.

PROOF OF SERVICE – OPPOSITION TO APPELLEE'S MOTION TO DISMISS APPEAL

I Nelson L. Bruce, Appellant, hereby certify that I served a copy of the foregoing OPPOSITION TO APPELLEE'S MOTION TO DISMISS APPEAL by depositing a copy of it in the United States Mail, postage prepaid under Certified Mail Addressed To:

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Attention: William S. Koehler
1201 Main Street, Suite 1450
Columbia, South Carolina 29201
(803) 828-0880
Attorney for Respondent
Certified Mail No.: 7020 2450 0000 0106 7130

Dated this 18th day of May, 2021.

RESPECTFULLY PRESENTED,

"Without Prejudice"

Nelson L. Bruce 5-18-2021

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