No. 19-7339

ORIGINAL

IN THE SUPREME COURT OF THE UNITED STATES

Victor O. Jones, Jr, Petitioner,

vs.

Wells Fargo Bank, N.A;
Government National Mortgage Association Respondents

ON PETITION FOR A WRIT OF CERTIORARI TO

THE UNITED STATES COURT OF APPEALS FOR THE FOURTH CIRCUIT

PETITION FOR WRIT OF CERTIORARI

Victor O. Jones, Jr.,
P. O. Box 761
Greer, SC 29652
neilljones114@yahoo.com
(864)609-7771
In Propria Persona

QUESTIONS PRESENTED

1. Mr. Jones was taken to Court by Wells Fargo Bank, N.A. three times. Mr. Jones, filed once in State Court against Wells Fargo Bank, N.A., and after Mr. Jones realized he was never going to get relief from SC State Court, Mr. Jones went to US District Court for Civil and Constitutional Rights violations under color of law or color of authority, Due process of law violations, fraud upon the court and seeking protection from state court actors, and to seek redress for his grievances. The case was dismissed under Rooker-Feldman and res judicata. When a litigant has no way to get relief, and he has been repeatedly violated, can he not come to Federal Court for protection, and relief?

2. When the State Courts no longer adhere to State laws, there is nowhere else to turn to protect your rights, is it improper for the US District Courts to turn you away?

3. When Federal programs are in place to protect homeowners and borrowers, is it wrong are the federal courts exempt from hearing such cases? Many states the federal courts, especially when a party is proceeding in propria persona, get rid of the cases as quickly as possible, Mr. Jones cannot believe that federal courts are not to protect the citizens from the state, state actors, yet the cases always get dismissed in Federal Courts.

4. What good is it to be able to represent yourself in Court, if the Courts refuse to hear you case, and refuse to allow you to be heard?

5. Is it a violation of Mr. Jones's Right to Due Process, or Rights under the 14th Amendment for the Courts to ignore that Wells Fargo Bank, N.A. has personnel manipulating HMP Applications?

6. Was it a violation of Due Process of Law, for a Master in Equity to create a Master's Deed so that the borrower could be foreclosed upon, when the lender did not had a recorded Deed of Trust, and did not have the signature page of the Promissory Note?

7. Was Due Process of Law and Mr. Jones's Rights violated when the Courts failed to set aside a sale under power when the property on brought between 6 and 7 % of the fair market value for the property?

8. Were Mr. Jones's rights violated when the Court allowed the lender to fail to notice Mr. Jones of a default, of acceleration of the loan, of the sale at auction?

LIST OF PARTIES AND RELATED CASES

All parties are listed on the cove page.

RELATED CASES

09/18/17: US District Court South Carolina (Greenville), Case No. 6:17-cv-02486 ***Jones v. Wells Fargo Bank, N.A., et., al.,***

10/04/18: US Court of Appeals for the Fourth Circuit, Appeal No. 18-2168, ***Victor Jones, Jr. v. Wells Fargo Bank, N.A.***

TABLE OF CONTENTS

INDEX TO APPENDICES

TABLE OF AUTHORITIES CITED

CASES PAGE No.

STATUTES AND RULES

IN THE

SUPREME COURT OF THE UNITED STATES

PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

[X] For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[X] is unpublished.

The opinion of the United States district court appears at Appendix B to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[X] is unpublished.

[ ] For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix _____ to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[ ] is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

[ ] reported at _____; or,
[ ] has been designated for publication but is not yet reported; or,
[ ] is unpublished.

JURISDICTION

The date on which the U. S. Court of Appeals for the 4th Cir. ruled on the case was May 13, 2019 [***App. A***].

A timely Motion for Rehearing/Rehearing En Banc was Denied by the 4th Circuit Court of Appeals on 08/13/2019, a copy of the Order is at ***Appendix C.***

Because Veteran's Day fell on Monday, November 11, 2019 this Petition is timely. The Petition was sent the following day, November 12, 2019.

This Court's jurisdiction is invoked under 28 U.S.C. § 1254(1).

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Fourteenth Amendment to the United States Constitution Amdt. 14, § 1;

42 U.S.C. § 1983;

STATEMENT OF THE CASE

Mr. Jones owned and resided at 114 Spindleback Way, in Greer South Carolina 29651, more thoroughly described as:

> ALL that certain piece, parcel or lot of land situate, lying and being in the State of South Carolina, County of Greenville, being known and designated as **Lot No. 10, WESTVIEW, Phases One and Two, Sheet Two of Two,** on plat thereof, prepared by Plumbee Surveying dated June 24, 2002, revised January 9, 2003 and recorded in the RMC Office for Greenville County, SC in Plat Book 46-M at Page 21, with reference being made to said plat of record for a more complete and accurate description as to the metes and bounds, courses and distances as appear thereon.
>
> This being the same property conveyed unto Victor O'Neil Jones, Jr. by Deed of SK Builders, Inc. dated 3/30/05 and recorded 4-1-05 in Deed Book 2137, Page 703, in the ROD Office for Greenville County, South Carolina.
>
> GREENVILLE COUNTY TMS # 0631-15-01-037-00

Filed for Record in Greenville County SC R.O.D. Office at 01:22 PM 04 01 05 Recorded in Mortgage Book 4338 Page 0204 Thru 0209 Doc # 2005028294.

On May 05, 2006 Mr. Jones purchased the property chosen for his residence from Schmidt Mortgage Company. Mr. Jones had signed a FHA Fixed Rate Note, for a loan in the amount of One Hundred Thirteen Thousand Seven Hundred Fifty-Seven Dollars ($113,757.00). At the same time, Mr. Jones signed an FHA Deed of Trust. Sometime later, the mortgage was allegedly assigned to Wells Fargo Bank, N.A. ("WFB"), but no evidence was recorded into the Greenville County, South Carolina ("GCSC") Records.

A. Attempts to Secure Loan Modification

During the month of February, 2009, the company where Mr. Jones is employed, cut back the hours to 32 hours a week. Mr. Jones, who had not defaulted on payments, contacted WFB for a loan modification. WFB appointed Mr. Jones a "Hope Now" counselor, "Venessa" who transferred all the documents requested, including all financial records and paycheck stubs. For eleven (11) months of working 32 hours per week, Mr. Jones struggled to make the payments. The main goal was to never go more than 90 days delinquent.

On March 8, 2009, Mr. Jones received a letter of denial for the Hope Now program. Mr. Jones immediately called "Venessa". The two of them, carefully went over all of Mr. Jones's monthly bills to come up with the debt to income ratio. That's when Mr. Jones saw that ***all*** of the ***debt figures*** on his application, ***had been doubled***, a/k/a "redlining". Mr. Jones has no way to find out who at WFB had doubled the amount of the figures.

In Wells Fargo Bank v. Sanders, Appellate Case No. 2016-001217, at *2 (S.C. Ct. App. Mar. 7, 2018), the Court stated:

> "See Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct. App. 2008) ("A mortgage foreclosure is an action in equity." (quoting E. Sav. Bank, FSB v. Sanders, 373 S.C. 349, 354, 644 S.E.2d 802, 805 (Ct. App. 2007))); Buffington v. T.O.E. Enters., 383 S.C. 388, 391, 680 S.E.2d 289, 290 (2009) ("On appeal from an equitable action, an appellate court may find facts in accordance with its own view of the evidence."); ("An abuse of discretion occurs when the ruling is based on an error of law or a factual conclusion without evidentiary support.")

With foreclosures being creatures in equity, it is even more absurd that the Court ignored that after Mr. Jones's HAMP application had been submitted, someone at WFB took the application, and doubled the amount shown for every single debt. Someone at WFB guaranteed that Mr. Jones's HAMP Application would be denied.

On 05/05/2009, South Carolina Supreme Court, issued Administrative Order No. 2009-05-22-01 ***Appendix D,*** which was amended on 08/15/2009 by the President of the United States. The Administrative Order stated that FHA homeowners would be included in the HAMP program. The same program Mr. Jones had recently been denied.

In early August 2009, Mr. Jones's 40 hour work week returned, and he was doing much better financially. Mr. Jones contacted WFB to discuss repayment of any arrearage on the loan. Mr. Jones made a payment, but within two (2) weeks the check was returned. Thereafter, WFB refused all payments from Mr. Jones.

On August 19, 2009, Mr. Jones received default notice papers from Rogers, Townsends, and Thomas, PC, hired by WFB. The claim alleged that Mr. Jones was

six months behind, plus the check that WFB sent back to him, plus interest, late fees, and bundled attorneys fees. The estimated total was Seven Thousand Fifty Nine Dollars and ninety-nine cents ($7,059.99), due 09/07/2009.

B. Wells Fargo Bank, N.A. v. Victor O'Neill, Jr., No. 09-CP-23-6696

Mr. Jones was served at his home, with a formal civil action No. 09-CP-23-6696 on 10/20/2009. A hearing had been scheduled for 11/10/2009. The Transcript from the hearing is at ***Appendix E.*** Prior to the hearing, Mr. Jones submitted a Motion to the Court advising that Mr. Jones's FHA loan was eligible for modification. Transcript of the hearing shows that Mr. Jones, requested "a stay...until Plaintiff complies with the Supreme Court Administrative Order of 2009, 5/22, which was later amended August 15th by the President to include F.H.A. homeowners,... 'In a foreclosures process, mortgagor shall not proceed with the foreclosure sale until the mortgagor has been evaluated for the program, and if eligible, an offer to participate in this program has been made'" [***App.E,p.2@19***].

At hearing, Mr. Jones advised the court that he had not been offered this program, but had tried to obtain a loan modification several times over that past year [***App.E,p.3@3***]. Mr. Jones further requested that he keep his home, and not be foreclosed upon, but that WFB had refused to comply [***App.E,p.3@5***]..

The Court allowed WFB attorney to speak only on the HAMP issue [***App.E,p.3@13***]. The attorney stated:

> "As Mr. Jones indicated, this loan was guaranteed by the Federal Housing Administration, and the items Mr. Jones just read into the

> record about foreclosure sale not being allowed to proceed.... as opposed to the South Carolina Supreme Court Administrative Order, which dealt with the HAMP program...the F.H.A. guidelines are distinct from the Treasury HAMP guidelines specifically in the fact that a foreclosure sale can't be scheduled under a FHA HAMP whereas under the Treasury HAMP, we can't proceed with bringing the foreclosure action at all...would have to consider them before we do anything".

The Master-in-Equity ("MEQ") questioned why WFB had not responded to Mr. Jones's latest requests [**App.E,p.4@5**], and stayed the case for ninety (90) days. The MEQ continued the case for 90 days so that WFB could contact Mr. Jones about a modification under HAMP, and "absent that, then the case will be dismissed without prejudice."[***App.E,p.4@20***].

After 90 days, there was another hearing on 02/10/2010. WFB had not attempted to contact Mr. Jones. The MEQ stated to WFB's attorney: "Okay, well tell them as soon as they send a letter addressing the issues that I addressed on November 10th, the matter can be rescheduled. If that's not done within 60 days, then the case will be dismissed" ***Appendix F, p.3@20.***

WFB did make an offer that Mr. Jones was forced into accepting. WFB had offered that Mr. Jones have $13,000.00 added to the loan. The pre-modified loan amount was $110,015.43 @ 6.50% interest, and the Modified amount would be $123,012.55 @ 5.250% interest. The difference in payment ***was a whole $39.74 less*** [my own sarcasm applied], and the amount of the loan, went over the amount the house was worth on the market (a/k/a as "underwater").

C. Wells Fargo Bank, N.A. v. Victor O'Neill, Jr., No. 14-cp-23-1287

Mr. Jones began the payments on 07/01/2010. Then on 02/22/2015, Mr. Jones's estranged wife left him a "Dear Victor" letter, advising that the mortgage was delinquent and that he should contact Kevin T. Brown, from the law firm that had represented WFB in the earlier case, she had walked away from Mr. Jones, and their two daughters. Mr. Jones, the following day contacted WFB and talked with "Danny" in the foreclosure dept. That was when Mr. Jones learned that the property was in active foreclosure. The foreclosure case had ended, with the exception of confirmation. The redemption period had passed, the auction had taken place, all without any notice to Mr. Jones at all. Danny also advised that the payments were 18 months behind. October 06, 2014, the high bidder at auction had been WFB for $20,000.00 (unlikely), who in turn, sold to HUD (Case No 14-CP-23-1287 Wells Fargo N.A. vs. Victor O. Jones). Code 1976 § 29-3-630.

> § 29-3-630. **Debt secured must[1] be established before sale by mortgagee.**
>
> No sale under or by virtue of any mortgage or other instrument in writing intended as security for a debt, conferring a power upon the mortgagee or creditor to sell the mortgaged or pledged property while

[1] "Section 1-3-23 twice uses the word ***'shall'*** in prescribing notice requirements for the introduction of an ordinance granting a person the right to use public property. Section 1-3-25 employs the word ***'must'*** in requiring publication of an ordinance before its final reading. The words ***'shall'*** and ***'must'*** are generally **regarded as making a provision mandatory**. 73 Am. Jur.2d Statutes § 22 at 281 (1974). We are thus compelled to construe the provisions of Sections 1-3-23 and 1-3-25 as **mandatory**, particularly since the spirit and purpose of the ordinance do not require a contrary construction. See 62 C.J.S. Municipal Corporations, § 442a at 841 (1949). Horry County v. City of Myrtle Beach, 288 S.C. 412, 419 (S.C. Ct. App. 1986).

"Cf. Calhoun v. Calhoun, 339 S.C. 96, 102, 529 S.E.2d 14, 18 (2000) (stating in a case involving section 34-31-20(b)'s provision for post-judgment interest, that the '[u]se of the word ***'shall'*** in a statutory provision indicates the provision is mandatory')." ***Lee v. Thermal Engineering Corp.***, 352 S.C. 81, 90 n.1 (S.C. Ct. App. 2002).

> such power remains of force... ***shall*** be valid to pass the title of the land mortgaged unless the debt for which the security is given ***shall*** be first established by the judgment of some court of competent jurisdiction or unless the amount of the debt be consented to in writing by the debtor subsequently to the maturity of the debt, such consent in writing to be recorded in the office of the register of deeds or clerk of the court where the mortgage or other instrument in writing given to secure such debt is or ought to be recorded...

(S.C. Code Ann. § 29-3-630).

Mr. Jones did everything humanly possible to save his property. Apparently it was in WFB's best interests not to Notice Mr. Jones about the delinquency, foreclosure action, the fabricated Master's Deed, or the auction. Mr. Jones can make that allegation, because he was denied all knowledge of the proceedings. The Record from the Court showing that Mr. the Plaintiff was the only one who attended the hearing for Civil Case No. 14-CP-23-01287 is at ***Appendix G***

Mr. Jones just now learned that the SC Supreme Court in May, 2011 issued an additional Administrative Order, Order No. 2011-05-02-01, discussed in In re Mortgage Foreclosure Actions, 720 S.E.2d 908, 908 (S.C. 2011). Due to length, the entire Administrative Order is found at ***Appendix H***.

Chief Justice JEAN H. TOAL , stated: "On May 22, 2009, I issued an Administrative Order (Order No.2009-05-22-01) applicable to mortgage foreclosure actions subject to the Home Affordable Modification Program (" HMP") instituted by the United States Treasury Department ("Treasury"). The program applied to residential loans owned, securitized or guaranteed by the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac). In re Mortgage Foreclosure Actions, 720 S.E.2d 908, 908 (S.C. 2011).

WFB got around the Administrative Order, by refusing to Notice Mr. Jones of the loan default, the foreclosure case, and the sale at auction. All of those things had taken place, prior to Mr. Jones learning that there was a problem with the loan. WFB certainly did not adhere to the South Carolina Supreme Court's Administrative Orders. To Mr. Jones's knowledge, the MEQ ignored the newer Administrative Order, which was easy to do, since Mr. Jones did not receive any of the notices of default in loan payments, notice of foreclosure, or notice of sale at auction. Mr. Jones did not have the opportunity to address the latest Administrative Order, as he had a couple of years earlier, WFB's first attempts to foreclose while ignoring brand new requirements prior to foreclosures in South Carolina. just as in the first foreclosure, had Mr. Jones not approached the MEQ with the Administrative Order, the MEQ and WFB would have ignored such Order.

On 03/14/2015 Mr. Jones received the first formal eviction notice from the court of common pleas. The same MEQ had ordered eviction. Mr. Jones met with an attorney on 03/20/2015. Mr. Jones filed a Motion to Stop Eviction, and had served, all interested parties. He sent a letter to the MEQ requesting ninety (90) days to resolve the WFB issues.

Mr. Jones, on 03/26/2015, received a phone call from Kevin T Brown ("Brown"), the same foreclosure law firm that WFB had previously used. After explaining to Brown the situation. Brown's response was to offer "Cash for Keys". Mr. Jones declined the offer. Nevertheless,, a hearing had been scheduled for 04/22/2015.

At the hearing Mr. Jones explained what had happened, and that he, Mr. Jones, was the only signer of the Note and Deed of Trust. Mr. Jones had never given

WFB permission to discuss anything with his now, ex-wife. Mr. Jones had never been notified of the delinquency, and never knew the loan had been foreclosed, or that the property had been sold at auction.

Mr. Jones advised the court, that he had no idea that there had been foreclosure proceedings. Mr. Jones never even knew that there had been a delinquency, until his wife left him the Dear Victor letter, and disappeared, leaving the two daughters with Mr. Jones. Had Mr. Jones known about the property auction, ***IF*** there had actually been an auction, he clearly would have been high bidder, the property sold for Twenty Thousand Dollars ($20,000.00). The South Carolina Courts have repeatedly held that, like in Poole,

> "that the highest bid price, which amounted to approximately 12.5% of the property value, was so grossly inadequate that it shocked *151 the court's conscience. Since the opinion in Poole, our courts have continued to set aside judicial sales based on 'grossly inadequate' sales prices. See Investors Sav. Bank v. Phelps, 303 S.C. 15, 397 S.E.2d 780 (Ct.App.1990) (stating that sales prices amounting to 4.2%, 4.4%, and less than 10% of the property value all fall within the **426 percentage range of a grossly inadequate sales price)".

Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 150–51, 662 S.E.2d 424, 425–26 (Ct. App. 2008).

> "..., a party does not have to prove excusable neglect if the judicial sale is found to shock the conscience; rather a showing of excusable neglect is only required when a party is seeking to have a judicial sale set aside based on the second prong of the Poole test. Poole, 174 S.C. at 157, 177 S.E. at 27. Here, we need not address Freeman's remaining arguments because we find the sale was properly set aside based on the first prong of Poole. See Futch v. McAllister Towing of Georgetown, Inc., 335 S.C. 598, 613, 518 S.E.2d 591, 598 (1999)

> (ruling an appellate court need not review remaining issues when its determination of a prior issue is dispositive of the appeal)".

Id, @, 152, 662 S.E.2d 424, 426 (Ct. App. 2008).

Mr. Jones managed to obtain transcripts. That is where Mr. Jones learned that Brown had not filed the signature page, page 3 of the Note. In SC, it is crucial that the complete Note and/or DOT be filed prior to the Court granting Summary Judgment in favor of foreclosure.

> "A duplicate is admissible to the same extent as an original unless (1) a genuine question is raised as to the authenticity of the original or (2) in the circumstances it **483 would be unfair to admit the duplicate in lieu of the original." Rule 1003, SCRE.

Bank of Am., N.A. v. Draper, 405 S.C. 214, 223, 746 S.E.2d 478, 482–83 (Ct. App. 2013).

This was not a matter of whether or not the original must be produced. The matter was, that the DOT had not been recorded into the GCSC Records, and no assignments or transfers had been recorded, and the Note was missing the signature page. Not only was there no evidence in the County Records that Mr. Jones had purchased the property, there was also no evidence that the ownership of the loan had gone to WFB. No proof of debt, and no proof of default.

The MEQ and WFB didn't mind though, the MEQ merely created a Master's Deed, and allowed WFB to move forward without the proper evidence and without alerting Mr. Jones to what was going on. Production of the original Note was imperative, but not forthcoming. In fact, it took between eleven (11) and fourteen (14) months before WFB provided the court with page thee of the Note. Page three

(3), the signature and indorsement page. There never was credible evidence to show how WFB became the alleged owner of the loan. Mr. Jones had already disputed the authenticity of the documents. It was the signature page that would also show any indorsements. WFB could not establish the existence of the debt, without which they also could not show a default on an alleged debt.

> "A mortgage and a note are separate securities for the same debt, and a mortgagee who has a note and a *221 mortgage to secure a debt has the option to either bring an action on the note or to pursue a foreclosure action." U.S. Bank Trust Nat'l Ass'n v. Bell, 385 S.C. 364, 374, 684 S.E.2d 199, 204 (Ct.App.2009). "Generally, the party seeking foreclosure has the burden of establishing the existence of the debt and the mortgagor's default on that debt." Id. at 374–75, 684 S.E.2d at 205. "Once the debt and default have been established, the mortgagor has the burden of establishing a defense to foreclosure such as lack of consideration, payment, or accord and satisfaction." Id.

Bank of Am., N.A. v. Draper, 405 S.C. 214, 220–21, 746 S.E.2d 478, 481 (Ct. App. 2013).

Further, because of information having been secreted from Mr. Jones, he could not establish a proper defense to the foreclosure.

WFB's failure to present credible evidence that they owned the loan, the MEQ created a Master's Deed. The MEQ created what WFB needed in order to get around their lack of evidence in their favor. At that point, WFB became state actors, and Mr. Jones's rights were violated under color of law, and/or under color of authority. Their actions were intended to get around the fact that the Note was missing Mr. Jones's signature, and the DOT had never been recorded into the GCSC Records.

Mr. Jones also learned that WFB had been the successful bidder at the public auction. WFB using a Master's Deed, sold the property to themselves for Twenty

Thousand Dollars ($20,000.00). WFB's attorneys, using a Master's Deed again, turned around and sold the property to HUD for Twenty Thousand Dollars ($20,000.00) ***Appendix I.*** It didn't matter what Mr. Jones said about anything, even though precedential case law showed that the sale had to be set aside. Rather than setting the sale aside, there was a confirmation hearing on 04/22/2015, and a scheduled eviction of Mr. Jones and his two daughters.

There would be no stopping the eviction. Normally, when someone has not been properly noticed of acceleration of the debt, of foreclosure, of the auction, or the fact that the auction brought only a grossly inadequate price, one of those things alone, is enough to overturn the foreclosure and rescind the auction sale. Not so when it came to Mr. Jones.

> "A mortgage foreclosure is an action in equity. Our scope of review of a case heard by a master who enters a final judgment is to determine facts in accordance with our own view of the preponderance of the evidence." E. Sav. Bank, FSB v. Sanders, 373 S.C. 349, 354, 644 S.E.2d 802, 805 (2007) (quoting Hayne Fed. Credit Union v. Bailey, 327 S.C. 242, 248, 489 S.E.2d 472, 475 (1997)). However, the determination of whether a judicial sale should be set aside is a matter left to the sound discretion of the trial court. Investors Sav. Bank v. Phelps, 303 S.C. 15, 17, 397 S.E.2d 780, 781 (Ct.App.1990)".

Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 150, 662 S.E.2d 424, 425 (Ct. App. 2008).

After that last hearing, Mr. Jones hired an appellate Attorney, Michael S. Gambrell, who began prepping an Appeal. As it turned out, Mr. Jones was denied the right to appeal the MEQ's Orders. The facts clearly showed that Mr. Jones had not been noticed on the delinquency, or the auction of the property. Also the fact that

WFB lacked credible evidence, but was granted Summary Judgment without holding the Note or DOT; and that they had created a fictional Master's Deed in order to foreclose.

On 07/27/2015, Mr. Jones's oldest daughter called him at work, the Deputy had delivered a 21 day eviction notice. The following day, Mr. Jones contacted the Deputy and advised that an appellate attorney had been retained. He further advised that from that point forward, they should contact the attorney. On August 18, 2015 the deputies re-visited the property and left another 21 day eviction notice.

Mr. Jones's attorney contacted him on 08/24/2015, and told him that on 08/26/2015 there was a hearing set in front of the same MEQ. At the hearing, WFB's counsel presented the court with the signature page, page 3 that had been missing when foreclosure was granted thirteen months previous. It had only taken WFB 13 months to produce a copy, of an unrecorded, uncertified, and unauthenticated copy, that had appeared from, nowhere. There was a Lost Note Affidavit and Lost Satisfaction of Mortgage, signed by notorious Lynda Green in the records ***Appendix J***, but no DOT or Note. WFB had been granted foreclosure without a document signed by Mr. Jones within the County Records, and with a Note that WFB had presented to the court without the presence of the signature page, page 3.

D. Victor O. Jones, Jr. v. Wells Fargo Bank, N.A., No 2015-CP-05735

Mr. Jones needed information. He paid Certified Forensic Loan Auditors ("CFLA") for a forensic audit on the property and documents; parts of which are

located at ***Appendix K***. Mr. Jones learned a lot of things about his loan, even though information had purposefully secreted from him. The secreted information, prevented Mr. Jones's ability to present a proper defense to the foreclosure. On 08/17/2015, Mr. Jones filed a civil action, written by an Atlanta attorney for Mr. Jones, against WFB and the Ginnie Mae Trust that Mr. Jones learned about from the audit.

Mr. Jones, on 09/26/2015, via process server, sent to WFB a signed and dated "No Trespass Notice". On 10/5/2015, Mr. Jones received a Final Eviction Notice from the Greenville County Deputies. On 10/10/2015, Mr. Jones sent to Brown, WFB's attorney, via Certified Mail, a No Trespass Notice. On 10/15/2015, Greenville County Sheriff's Office sent twelve (12) deputies to Mr. Jones's home, and they physically removed Mr. Jones and his two (2) daughters from their home.

Mr. Jones went to Clerk of Court for Greenville County for an Emergency Hearing about the eviction. Honorable Judge Edward W. Miller had been assigned to hear the case on 11/2/2015. Mr. Jones intended to show to a competent court, that he had had the funds to pay the delinquency, and would have satisfied the delinquency, had he only been noticed of the delinquency. Further, Mr. Jones had the funds in his 401K to purchase the property at auction, had the date not been secreted from him. Mr. Jones had subpoenaed several entities to attend and bring requested documents to the hearing. Amazingly, Mr. Jones was the only one that was surprised about the transfer to the same ole MEQ, as well as the fact that the entities served with subpoenas failed to appear at all. Mr. Jones was of the belief

that when subpoenaed, if you didn't show at the hearing, there was a bench warrant issued for you. Nothing happened to those entities that failed to appear.

In late August 2010, Mr. Jones read an article about WFB being involved in a robo-signer scandal with DocX and Lorraine Brown a/k/a Lynda Green. Brown had netted $60 Million between 2003-2006 for DocX. DocX and Lorraine Brown had forged over 1 million foreclosure documents; one million homeowners had become homeless. DocX forgeries allowed alleged lenders to foreclose on one million homes that they could not show they had an interest in without the forged documents. Mr. Jones has two Lynda Green signed documents involved with his loan. Lorraine Brown ended up pleading guilty to racketeering and at that time, she was already in federal prison in Michigan.

During or close to around that same time, Lynn Szymoniak paired with the US on the robo-signing scandal, and some 49 states prompted the approval of that huge $26 Billion dollar settlement against most of the biggest lenders in the country.

The two documents of Mr. Jones, that were signed by Lynda Green were a Lost Mortgage Satisfaction, and Affidavit of Lost Mortgage. Apparently, right after closing, Mr. Jones's closing documents disappeared. That explained the reason for the Note missing page 3. And even though nothing was ever recorded conveying the loan and property to WFB, the MEQ took pity on them and created the Master's Deed, the document that would allow WFB to foreclose on Mr. Jones and his two (2) daughters.

The originating lender of the Jones loan, had bellied up in Chapter 7 bankruptcy liquidation. One would assume that was the reason the MEQ went ahead

and provided WFB with the Master's Deed. Who was left to complain? Only Mr. Jones, and no one listens to him. South Carolina has no laws in place to allow a MEQ to create a Master's Deed so that the lender can foreclose, when the lender lacks the proper credible evidence to show they own the loan.

Mr. Jones did learn of the fabricated documents though. Mr. Jones contacted CFLA again. Mr. Jones, on 10/21/2016, paid for a second forensic title and loan analysis. Mr. Jones was provided with an Affidavit of Facts, and the Bloomberg Online Database Report. Doing some digging around on his own, Mr. Jones found that WFB's attorneys had suppressed evidence when they filed action No. 2014-CP-23-01287, ***Wells Fargo Bank, N.A. v. Victor O. Jones, Jr.*** into Greenville County South Carolina Court. WFB had presented no Deed of Trust ("DOT"), as shown by Court documents. That was why the MEQ created a fictional Master's Deed. There was no DOT recorded. WFB had neither the DOT, nor the Promissory Note, yet were allowed to foreclose upon Mr. Jones, in violation of SC foreclosure laws. The MEQ had granted Summary Judgment to WFB with no credible evidence that they owned the loan.

For over a decade, Mr. Jones and his daughters have paid a heavy price for the illegal acts bestowed upon them. Mr. Jones had done everything possible to keep his girls in their home. The MEQ had created a fictional document to nail the foreclosure, and Mr. Jones never knew about a delinquency, an acceleration, or that the property had sold at auction.

Being unable to seek relief in the South Carolina Courts, Mr. Jones paid an Atlanta attorney to assist with a complaint to be filed into US District Court for the District of South Carolina.

E. The U.S. District Court Case, No. 6:17-cv-02486

The action filed into United States District Court for the District of South Carolina, Greenville ("USDC"), No: 6:17-cv-02486-BHH, Victor Jones, Jr. v. Wells Fargo Bank, N.A; Government National Mortgage Association as Trustee for Finnie Mae Remic Trust 2006-026, was filed on 09/18/2017, and ended on 09/04/2018.

The Magistrate Judge's Report and Recommendation ("R&R"), stated that "The Plaintiff in his complaint (doc. 1) and also states in his attached affidavit (doc. 1-1),...that the Bank was a subsequent assignee of the mortgage." (doc. 33, p. 2). In truth and fact, Mr. Jones never made such statement.

Mr. Jones would have never said any such thing, because Mr. Jones has maintained that there was no assignment to WFB recorded, and no proof of an assignment to WFB. "The Magistrate failed to mention that there had never been a deed, recorded into the Greenville County South Carolina Records, or any document signed by Mr. Jones, showing Mr. Jones had purchased the property. There was also nothing showing that Wells Fargo Bank hadn't made up the alleged assignment. Wells Fargo Bank has never denied that they were both the Assignor, and the Assignee on the alleged assignment".

WFB refused to provide the Note and DOT to the MEQ. WFB gave the first two pages of the three page Promissory Note. The third page was the signature page, and the page that would have been indorsed, had there been an indorsement. No,

there were no legal documents provided to the Court, so the Court drew up a Master's Deed so that WFB could foreclose on Mr. Jones. When Mr. Jones protested this fact, he was told that since WFB was not seeking a deficiency judgment, that he should not be complaining.

So WFB, with no notice to Mr. Jones, sold and purchased, then sold the property for $20,000.00 Like rubbing salt into a wound, they purchased the property for $20,000.00, then turned around and sold it to HUD for $20,000.00. Mr. Jones contends that that, in itself, is evidence that WFB never owned the loan. That was a blatant disregard for the Fourteenth Amendment, and Mr. Jones's Due Process Rights.

> "Against this interest of the State we must balance the individual interest sought to be protected by the Fourteenth Amendment. This is defined by our holding that **'The fundamental requisite of due process of law is the opportunity to be heard.'** Grannis v. Ordean, 234 U.S. 385, 394, 34 S.Ct. 779, 783, 58 L.Ed. 1363. **This right to be heard has little reality or worth unless one is informed that the matter is pending and can choose for himself whether to appear or default,** acquiesce or contest. Mullane v. Cent. Hanover Bank & Tr. Co., 339 U.S. 306, 314, 70 S. Ct. 652, 657, 94 L. Ed. 865 (1950).

WFB got Mr. Jones's property for free, so whatever amount they purchased and sold for, was a windfall for them, as they had $00.00 in the deal. Selling the property for $110,000.00 less than the market value at that time shows without doubt that they had no money in the property/loan.

The MEQ, creating a Master's Deed, when WFB failed to produce the proper documentation showing they owned the loan, is also telling. There are no provisions

for the MEQ to create a Master's Deed when the lender lacks the documents to foreclose. The Courts have repeatedly violated the Due Process Clause.

> "The Due Process Clause extends procedural protection to guard against unfair deprivation by state officials of substantive state-law property rights or entitlements; the federal process protects the property created by state law".

Town of Castle Rock, Colo. v. Gonzales, 545 U.S. 748, 771–72, 125 S. Ct. 2796, 2812, 162 L. Ed. 2d 658 (2005).

> "The Fourteenth Amendment to the United States Constitution provides that a State shall not 'deprive any person of life, liberty, or property, without due process of law.' Amdt. 14, § 1. In 42 U.S.C. § 1983, Congress has created a federal cause of action for "the deprivation of any rights, privileges, or immunities secured by the **2803 Constitution and laws."

Id.

WFB and the MEQ not only violated the Due Process Clause, but violated the 14th Amendment to the United States Constitution as well. WFB together with the MEQ denied Mr. Jones the right to be heard.

WFB and their attorneys further, created fictional documents, to show that they had capacity to foreclose on Mr. Jones's property. WFB's attorneys, ignoring their duty of candor committed perjury to the Courts, all the while they secreted information that was necessary for Mr. Jones to be able to prosecute his case, both as a Defendant, and as a Plaintiff. These actions result in a fraud upon the court.

The MEQ is a state actor at the pleasure of the people of South Carolina,

Mr. Jones, believed, and still does believe, that the federal courts are where one goes to seek protection from actions of the state, under color of law. It was obvious

that Mr. Jones would never have a fair and impartial tribunal in state court. Every time Mr. Jones attempted to get away from the MEQ to have a different Judge hear his case, the case went right back to the MEQ as soon as WFB found out about it. Due process of law had been violated by the MEQ, and possibly other state courts, that Mr. Jones attempted to have hear the case. A case has to be referred to the MEQ. There are written referrals for the process. To date, Mr. Jones has not seen one written referral to the MEQ in any case he has been involved in. The last case, Mr. Jones filed, was not referred, it just magically transferred the same day of the hearing.

The state Court rulings were in violation of due process of law, in violation of the state's foreclosure laws, and violated Mr. Jones Civil and Constitutional Rights. The rulings further, violated the right to a fair and impartial tribunal, and Mr. Jones's right to be heard. Through fabricated documents, attorney's perjury, and WFB working in concert with the MEQ, a fraud was perpetrated upon the Court.

Rulings obtained through fraud perpetrated upon the Court, and which included created/fabricated documents, by attorneys who owe a duty of candor to the Court as officers of the Court. The attorneys, with the aid of MEQ, and WFB, violated Mr. Jones's due process rights, while acting under color of state law. Mr. Jones was unable to protect his property and liberty rights, resulted in the ruling and judgment being void.

This Court has held:

> "Finally, the Court abandoned 'the notion that the Fourteenth Amendment applies to the States only a watered-down, subjective

> version of the individual guarantees of the Bill of Rights,' stating that it would be 'incongruous' to apply different standards 'depending on whether the claim was asserted in a state or federal court.' Malloy, 378 U.S., at 10–11, 84 S.Ct. 1489 (internal quotation marks omitted). Instead, the Court decisively held that incorporated Bill of Rights protections 'are all to be enforced against the States under the Fourteenth Amendment according to the same standards that protect those personal rights against federal encroachment.' Id., at 10, 84 S.Ct. 1489; see also Mapp v. Ohio, 367 U.S. 643, 655–656, 81 S.Ct. 1684, 6 L.Ed.2d 1081 (1961); Ker v. California, 374 U.S. 23, 33–34, 83 S.Ct. 1623, 10 L.Ed.2d 726 (1963); *766 Aguilar v. Texas, 378 U.S. 108, 110, 84 S.Ct. 1509, 12 L.Ed.2d 723 (1964); Pointer, supra, at 406, 85 S.Ct. 1065; Duncan, supra, at 149, 157–158, 88 S.Ct. 1444; Benton, supra, at 794–795, 89 S.Ct. 2056; Wallace v. Jaffree, 472 U.S. 38, 48–49, 105 S.Ct. 2479, 86 L.Ed.2d 29 (1985).

McDonald v. City of Chicago, Ill., 561 U.S. 742, 765–66, 130 S. Ct. 3020, 3035, 177 L. Ed. 2d 894 (2010).

Mr. Jones points out that the Magistrate Judge's R&R makes no sense. "The Bank foreclosed in 2009 (2009-CP—23-6696)...and a loan modification agreement was subsequently reached between the parties in 2010." [R&R,p.2]. If the bank foreclosed, how did the parties reach an agreement a year later?

The foreclosure did not take place until 2015. Had the District Court taken the case seriously, the Court would not have made such mistakes in the R&R and Order.

Mr. Jones's Objections to the Magistrate Judge's R&R for Summary Judgment and/or Dismissal [DE-37], on page 2, last ¶ showed that the state court Master in Equity created a Master's Deed, because there was not one in the County records, and no documentation recorded showing Wells Fargo ever had an interest in Mr. Jones's property. A fact that Wells Fargo has never disputed. Further, the property

sold for $20,000.00, which was $100,000.00 less than it was worth at that time. WFB then sold the property to HUD for $20,000.00.

South Carolina's real property laws show that

> "A judicial sale will be set aside when either: (1) the sale price "is so gross as to shock the conscience[;]" or (2) the sale "is accompanied by other circumstances warranting the interference of the court." Poole, 174 S.C. at 157, 177 S.E. at 27. In Poole, the court set aside a sale on the ground that the highest bid price, which amounted to approximately 12.5% of the property value, was so grossly inadequate that it shocked *151 the court's conscience. Since the opinion in Poole, our courts have continued to set aside judicial sales based on "grossly inadequate" sales prices. See Investors Sav. Bank v. Phelps, 303 S.C. 15, 397 S.E.2d 780 (Ct.App.1990) (stating that sales prices amounting to 4.2%, 4.4%, and less than 10% of the property value all fall within the **426 percentage range of a grossly inadequate sales price).

Wells Fargo Bank, NA v. Turner, 378 S.C. 147, 150–51, 662 S.E.2d 424, 425–26 (Ct. App. 2008).

The sale of Mr. Jones's property at $20,000.00, when it was worth $130,000-135,000.00 at the time of the auction, would be considered grossly inadequate. The sales price was 06.75% of the value. SC Courts had already determined that anything less than 10% as "grossly inadequate sales price".

When Mr. Jones found out the auction had taken place, with no notice to him prior to the sale, he objected. Mr. Jones objected to the MEQ creating a Master's Deed, about the fact that there had been no signature with the alleged copy of the Note WFB produced, that there had been no DOT recorded into the County records, and about the price the property sold for. It did not matter.

One would conclude that since Mr. Jones had not been notified about payment defaults, not notified about the foreclosure, or the auction, the Master-In-Equity

would not care that the property sold for $113,000.00 less than it should have. The MEQ merely stated that WFB was not going to go after a deficiency judgment. Mr. Jones contends that an agreement between the MEQ and WFB had been made on the deficiency judgment. No one had talked to Mr. Jones about ignoring the sale price, and WFB would not go after the deficiency amount.

In the District Court, Mr. Jones realized that the Atlanta attorney that had helped prepare the case, had no idea what he was doing. Even though Mr. Jones had all the documents, and explained everything, the attorney just threw something together that set the case up for being dismissed under res judicata, or Rooker Feldman. The Court did not Order a more definite statement, or give Mr. Jones the chance to Amend the Complaint. Mr. Jones would have written a Complaint totally different than Bernstein in Atlanta had written.

Mr. Jones timely filed Notice of Appeal from the USDC Order. Mr. Jones, had a hard time trying to figure out the instructions for the informal brief. Mr. Jones had spent close to a month getting ready for a regular brief, so that he would know exactly what needed to be done. Mr. Jones had no idea that the 4th Cir. would not allow him to file a regular brief. In fact, Mr. Jones had never heard of an informal brief.

Mr. Jones filed a Motion requesting that he be allowed to file a normal brief, the Motion, and Order denying as at ***Appendix L***. The Informal Briefing instructions were confusing after having not studied to file that kind of brief. Mr. Jones had heard that the Court of Appeals, like the District Court, would tend to liberally construe the brief, and Mr. Jones also did not want his brief changed to say something that it did

not say. Mr. Jones was prepared to file a normal brief, and have the brief read, just like any other brief, without it being liberally construed.

Had Mr. Jones been given the chance to Amend his complaint, he believes that the changes would have been enough to keep it in the court. He was not given that opportunity. When a litigant has been mistreated in a state action, denied notice of the action filed against him; denied the Right to be heard; denied the ability to appeal, under color of law, or under color of authority, if the litigant can't come to the federal courts, for protection from state actions, they have nowhere else to turn to. For a long time now, only the banks have been allowed to prevail, even when they are very wrong.

Attorneys have priced themselves above what the normal American can afford. And yes, the South Carolina Constitution, like most State Constitution, and the United States Constitution all claim that a litigant has the right to be represented, or to represent oneself. But that is not really true. When a litigant attempts to represent themselves, no matter how good a job they do, and how well they follow the rules, they are not allowed to prevail, even when they have a for sure, winning case.

The American people cannot seek redress for the wrongs bestowed against them, because they cannot afford legal counsel. When someone goes into the Court in propria persona, they don't stand a chance. And that is when they have studied, followed the rules, dotted their I's and crossed their t's.

The matter is not supposed to be who can afford the better lawyer, it is supposed to be who is right under the law. It is very frustrating. Then, anyone who

is not a member of a Bar somewhere, tries to give assistance, they get accused of unauthorized practice of law, and threatened with jail.

The founding fathers would be shocked at this country and the road we have gone down. When Banks are allowed to foreclose with no interest in a property, and sale that property to themselves at auction for Twenty Thousand Dollars ($20,000.00) while the fair market value of the property is One Hundred Thirty Thousand ($130,000.00), to One Hundred Thirty-Five Thousand Dollars ($135,000.00), then the Bank turns around and sales it to the dept of Housing and Urban Development for Twenty-Thousand Dollars, and no one, except the homeowner says or does anything about it, there is something very wrong.

The letters to Mr. Jones, assuring him that his loan had been paid off, together with the fact that no DOT had been recorded, left WFB without any proof of loan ownership, or even an interest in the loan. The wrongful foreclosures have not stopped, it just that no one talks about them anymore. The robo-signing, the forgeries, the falsified Affidavits are still on-going, but you just don't hear about them the way you used to. The banks and their lawyers have gotten so used to telling lies, that it is doubtful that they will ever tell the truth again. That is, if they ever have told the truth about anything.

REASONS FOR GRANTING THE PETITION

Mr. Jones has shown that there are grave issues concerning uniformity in South Carolina, where Masters in Equity are concerned. With no provisions for a MEQ to create Masters Deeds out of thin air, with nothing backing the Master's

Deeds, are being created for the sole purpose of providing the banks with documents which will allow them to foreclose.

Without the Master's Deed, the Plaintiff (Bank) had nothing to show that they had a right to foreclose. An alleged Promissory Note, missing the signature/indorsement page, is nothing. It took another 11-14 months, after the MEQ Ordered the plaintiff to come up with the missing page, for WFB to present that missing page to the court.

Due to the "kid gloves" treatment given to the banks, while holding the pro se homeowners to very strict conditions, most blue collar people have lost all faith in the banks and in the judicial system. The law abiding, tax paying, Homeowners, expecting to be left alone so that they may become the conscious, peace loving being that all humans are meant to be, have been let down by the banks and the courts. have been treated like second rate humans.

Not that many years ago, the Courts would go out of their way, to see that confidence in the Court system was maintained. That all changed back in 2006/2008 and remains changed at this time.

Mr. Jones prays that this court will see the problems going on within the country and that honest, hard-working, tax-paying citizens, willing to pay for their homes, and can afford their homes, are being foreclosed upon and evicted, turning them into homeless people, by those without the right to do so.

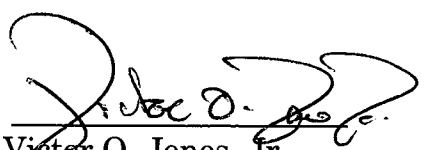
Mr. Jones moves the Court to Grant his Petition and allow him to move forward toward relief.

CONCLUSION

Mr. Jones was taken to court by Wells Fargo on more than one occasion. The ruling never granted dismissal for res judicata, collateral estoppel, Rooker-Feldman, or any of the grounds that Mr. Jones's complaints against Wells Fargo were.

Mr. Jones's complaints filed against Wells Fargo was one where Mr. Jones thought he could seek relief through the state's court, only to find he was met with discrimination. Mr. Jones went to the federal courts, hoping that he could seek redress for his grievances within the federal courts, only to be dismissed. Apparently, one of the Courts were wrong, and since the federal courts are supposed to protect citizens against state action, Mr. Jones has to conclude that the Federal Court was wrong to dismiss his complaint.

Respectfully submitted, this 14th day of January, 2020,

By: 

Victor O. Jones, Jr.
P. O. Box 761
Greer, SC 29652
(864) 609-7771