

9/10/2013 Letter to Byron Hickox, Code Enforcement Official, Town of Waynesville, response to his "Apparent Zoning Violations", PIN 8604-83-7269. Included photos contradicting Hickox's original "evidence" of Ramey's equipment on land owned by June Ray's sister, Judy Lanning Johnson.

9/12/2013 CERTIFICATE OF SERVICE. All of a sudden, a rash of notices by Byron Saintsing, of Smith, Debnam Drake Saintsing & Myers, a law firm out of Raleigh. Names listed for NOTICE OF APPEARANCE AND REQUEST FOR NOTICES are George Hyler, Terry (and Robin) Ramey, Singleton and Town of Waynesville. This is a law firm representing Marlin Leasing. Signed on 9/10/2013. Why is the Town of Waynesville on here?

9/12/2013 NOTICE OF APPEARANCE AND REQUEST FOR NOTICES by Byron Saintsing lists now Marlin Leasing. Signed on 9/10/2013.

9/12/2013 CERTIFICATE OF SERVICE. (No File Stamp). Same as previous, except now Woody Griffin is now listed as to ANSWER AND DEFENSES OF MARLIN LEASING CORP. Why is both the Town of Waynesville and Woody Griffin on here?

9/16/2013 ANSWER AND DEFENSES OF MARLIN LEASING CORP. Signed 9/11/2013. This document states "Marlin Leasing is entitled to a portion of the surplus funds because it has priority as to said funds by virtue of its judgement lien against Terry Ramey and Ramey Wrecker Service..."

What a minute!

9/16/2013 CERTIFICATE OF SERVICE. Same as previous ANSWER AND DEFENSES OF MARLIN LEASING CORP. Why is both the Town of Waynesville and Woody Griffin on here?

9/16/2013 ANSWER AND DEFENSES OF MARLIN LEASING CORP. Signed 9/11/2013. Amended slightly.

9/17/2013 APPLICATION TO UTILIZE STILL PHOTOGRAPHIC OR ELECTRONIC EQUIPMENT WITHIN THE COURTHOUSE FOR RECORDING OR PRESENTATION PURPOSES.

10/3/2013 Ramey indicated after finally getting hold of George Hyler, that Hyler told him that June Ray called him last week, and asked him "what should I do?", about Ramey's hearing. Hyler evidently recommended paying off Marlin Leasing.

WHAT?

10/4/2013 Meeting with Christopher about being tailed and overriding authority to record meeting. Christopher indicated that June Ray records all hearings.

10/4/2013 New (continued) hearing on Ramey disposition of Surplus Funds. Audio recording refused. See Affidavit created on 10/9/2013.

2013009123
HAYWOOD CO, NC FEE \$170.00
PRESENTED & RECORDED
10-09-2013 12:36:36 PM
SHERRI C. ROGERS
REGISTER OF DEEDS
BY SHERRI C. ROGERS
REGISTER OF DEEDS
BK: RB 855
PG: 2397-2447

10/4/13
An ORDER ALLOWING FORECLOSURE signed by Sam Hyde, Assistant Clerk of Superior Court, filed on February 26, 2013, is ATTACHMENT 8. The second page, item Six (6) states: "That the Promissory Note and underlying obligation is not a 'sub prime' loan or 'Home Loan' loan as defined in N.C.G.S. Chapter 45-101, and is not subject to notice requirements as set forth in N.C.G.S. Chapter 45-102. The notice, or lack of notice for Marlin Leasing [re: transcript of June Ray hearing on August 26, 2013, and October 4, 2013] did not appear to be a factor after all. Marlin Leasing was not required to be noticed.

10/4/13
The original Public Notice for Foreclosure, written by Clarence Dickson, a lawyer and appointed by Rusty McLean as a substitute Trustee for Terry Ramey, and also a business partner of Rusty McLean, appeared in the Mountaineer, a local paper, on April 1, 2013. ATTACHMENT 9. It stated, in part, "All bidders bid for the property AS IS on the date of sale and the high bidder assumes the risk of loss or deterioration after the sale. Absolutely no warranties are made as to the condition, value or title of the property. All bidders are advised that they should obtain independent counsel to examine record title as the property is sold subject to prior record interests. ..."

10/4/13
Federal Case Law: 67A Am. Jur. 2d Sales § 771, American Jurisprudence, Second Edition is ATTACHMENT 10. It states: "Notwithstanding the restrictive requirements of the Uniform Commercial Code on disclaimer of implied warranties of merchantability and fitness for the particular purpose, all implied warranties are excluded by expressions like 'as is,' 'with all faults,' or other language which in common understanding calls the buyer's attention to the exclusion of warranties and makes plain that there is no implied warranty."

10/4/13
Hayes Singleton, the final bidder in the Trustee Foreclosure, paid all county taxes through his lawyer, Jeff Norris, as partially shown as Item 10 on the Tax Bill Inquiry obtained from Tracy Wells at the Haywood County Tax Department, ATTACHMENT 7.

10/4/13
Hayes Singleton, through his lawyer, Jeff Norris, not only paid back Haywood County back taxes on the property at 706 Hazelwood Avenue (foreclosed property), he paid the back-dated attorney fees on Tracy Wells printout, ATTACHMENT 7, and in addition, paid back taxes owed on mobile homes. See ATTACHMENT 11, another tax bill inquiry, this being printed out by a tax employee other than Tracy Wells, and refer to line items 1, 2, and 3. These mobile homes had nothing to do with the property at 706 Hazelwood, but were required to be paid by the county in order to transfer the deed, even after the Voluntary Dismissal Without Prejudice, ATTACHMENT 4.

You know what I think?

I think that any self respecting Clerk of Superior Court would have recused herself immediately from this hearing simply due to the appearance of impropriety. Here is another set of questions?

Why haven't you recused yourself already?

Why are you holding the Surplus Funds hearing, and not Sam Hyde? Wasn't Sam Hyde the guy that administered the kangaroo Trustees Deed foreclosure hearing in the first place?

Why hasn't the venue been changed on this hearing? Why haven't you requested that it be held in another county with a different Clerk of Superior Court?

June Ray should have recused herself from this "hearing" based on a potential conflict of interest.

9/11/2013 Wrote Letter to June Ray, regarding June Ray's refusal to respond to verbal questions to her the previous day. The letter included the following statements:

Upon reflection, Terry Ramey reviewed some of the stuff in case file 12 SP 441 and discovered in an order signed by Sam Hyde, your guy, dated January 31, 2013, filed on 2/26/2013, the **ORDER ALLOWING FORECLOSURE**, Section 6 says -

"That the Promissory Note and underlying obligation is not a 'sub prime' loan or 'Home Loan' loan as defined in N.C.G.S. Chapter 45-101, and is not subject to notice requirements as set forth in N.C.G.S. Chapter 45-102."

There was never a requirement to notice Marlin Leasing. So why is Marlin Leasing a reason why you are still holding on to Ramey's money that is due him? Are you hanging on to it simply because you told the both of us at the Justice Center behind the glass windows (with a menacingly looking Sheriff Deputy Jones about ready to pounce on us for being behind the glass windows) **that you were going to hang on to the Surplus Funds anyway?**

9/18/13 Letter To Ray w/ Refuse Application to record hearing, I would like written reason.

NEVER GOT IT!

10/3/2013 Wrote another letter to June Ray, which included -

Speaking of conflicts of interest, I'm wondering if Byron Hickox, Code Enforcement Official, Town of Waynesville, ever laid any \$200 per day fines on your sister, for the complaint against Terry Ramey temporarily parking his trucks and trailers on your sisters property after he was foreclosed on by Sam Hyde? You know, this whole thing sounds pretty incestuous to me. Imagine the coincidence of Ramey getting foreclosed on, the hassle of you approving that Jeff Norris and Hayes Singleton gave Terry Ramey zero (0) days to move his equipment off his property, then Byron Hickox getting a verbal complaint from some woman, who he could not remember who it was, and then finding out that the deal Ramey had worked out with David Trantham to store trailers on property that was already loaded with trailers, and owned by Judy Lanning Johnson of Crowheart, WY, your sister, and you, owning the very adjacent property as part of that farmland, listed as Earl Lanning and June Lanning Ray! And here you are, acting as Probate Judge in the disposition of the Surplus Funds of Ramey's foreclosure assets.

Monroe A. Miller Jr.
19 Big Spruce Lane
Waynesville, NC 28786

12SP441

13SP252

13SP252

Francis/ Ray Investigator

12SP441

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Ray/Francis Investigator