NOV 6 2013
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12SP441 ↔ 13SP252

Marlin Leasing was not represented by a lawyer at either hearing, on August 26, 2013 nor October 4, 2013.

Marlin Leasing entered AMENDED ANSWER AND DEFENSES OF MARLIN LEASING CORP, **ATTACHMENT** 11, filed September 16, 2013. It stated it's claim to proceeds was against Terry Ramey and Ramey Wrecker Service, and not the new title holder of the land. Marlin Leasing referenced Haywood County case file 05 CV 104.

ATTACHMENT 13 is the original ruling held in New Jersey on August 24, 2004, which states: "IT IS on this 24 day of August, 2004 that default judgement is hereby entered in favor of Plaintiff Marlin Leasing Corporation and against Defendant, Terry E. Ramey **d/b/a** Ramey Wrecker Service, in the amount of $20,313.51 plus taxed costs of suit". Note that the judgement stated **d/b/a** (doing business as), not **and** Ramey Wrecker Service, as **ATTACHMENT** 12 indicates. It is noted on the judgement, "If this is a money judgement or order, it will not be automatically recorded as a statewide lien. To do so, forward it directly to the Clerk of Superior Court in Trenton along with a $35.00 fee".

At the August 26, 2013 hearing, James Robertson and Woody Griffith were present, only as observers.

Terry Ramey had a garnishment issued against him by James Robertson, Tax Collector for the Town of Waynesville, and signed by June Ray. **ATTACHMENT** 14.

Marlin Leasing, actually, Byron Saintsing, lawyer for Marlin Leasing, recommended that the Town of Waynesville get a slice out of the Surplus Funds pie. Why is it any of Marlin Leasing's business that the Town of Waynesville receive a portion of this disbursement? Is this the "back door" George Hyler referred to at the first hearing on August 26, 2013?

13SP252 → Francis/Ray Investigation

10/9/2013 Created Affidavit, registered with Register of Deeds, put in 13 SP 252.

10/12/13 Email To Ray Created Affidavit

10/11/2013 Neither Affidavit nor Order from 10/4/2013 hearing were in case file 13 SP 252.

10/14/2013 Inspection of case file 13 SP 252 by Art Patten revealed that the Affidavit made it to that file.

(*) 11/31/2013 Re-reviewed letter from Clarence Dickson to Jeff Norris, dated July 15, 2013. Third paragraph stated "The sale was advertised and made subject to taxes, liens and judgements." Why did June Ray pay off the Town of Waynesville and Marlin Leasing?

10/18/2013 Letter from Hyler, stating among other things, that Ramey "had 30 days in which to appeal this matter", Turns out that was false, he only had 10 days. Hyler also discounted his fee, which was now going to be paid by June Ray as part of this disbursement from $4,746.21 down to $2,500.00. WHY? Lawyers don't ever reduce their fees unless they know they have done something wrong.

10/29/2013 Ramey found a letter sent to him by Robert Maya of Van Winkle, dated July 16, 2012. It was a third party debt collection letter from Van Winkle (no disclosure of such - $1,000 fine), and it showed a combination of debt from Haywood County (David Francis) and the Town of Waynesville (James Robertson), and shows that Francis was operating as a tax collecting agent for the Town of Waynesville. The amounts of Tax listed on that letter for the years 2008 - 2011 do not match the final tax bills handed to Ramey and me by Tracy Wells, and does not show the back-dated lawyer fees from Mark Pinkston of Van Winkle added on to the final tax that Hayes Singleton wound up paying via Jeff Norris. What a can of worms. Ramey had showed this letter to Marcy Onieal. She recognized what is was and wanted a copy. Ramey refused to provide her with a copy.

13SP252 ↔ Francis/Ray Investigation

10/29/2013 June Ray wrote checks to Marlin Leasing, Town of Waynesville, presumably Hyler and Ramey. (As of 11/4/2013, Ramey still had not received his check).

11/5/2013 Damn, this time line diagram is taking forever. Spent three (3) days, and only 2/3 done.

11/7/13 Filed Grievance with NC Bar Association Against George Hyler

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