100114-2

IN THE WASHINGTON STATE SUPREME COURT

OLYMPIA,WASHINGTON

In re } FROM APPEALS COURT #817531 }

WILMINGTON SAVINGS AND FOR SANWICH SAVINGS AND LOAN or SABR MORTGAGE LOAN 2008-1 REO SUBSIDIARTY-1LLC LOAN FSB ACTING AS TRUSTEE } KING COUNTY SUPERIOR COURT CASE #14-2-26804} PLAINTIFF V

V. BRUCE BORJESSON }

APPEAL OF CASE BEFORE THE APPEALS COURT

#817-531

BY BRUCE R BORJESSON 9519 4TH NW SEATTLE WASHINGTON 98117 PHONE 2067658977 OR pacres`13@gmail.com

Requesting a Discretionary Review by the Washington State Supreme Court

ON AUGUST 19 2021

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WILMINGTON SAVINGS AND FOR SANWICH SAVINGS AND LOAN or SABR MORTGAGE LOAN 2008-1 REO SUBSIDIARTY-1LLC LOAN FSB ACTING AS TRUSTEE }
KING COUNTY SUPERIOR COURT CASE #14-2-26804}

PLAINTIFF V }

V. BRUCE BORJESSON }

BRIEF FOR SUPREME COURT DISCRETIONARY REVIEW IN APPEALS COURT APPEAL OF SUMMARY JUDGEMENT AND FORECLOSURE CASE

COMES NOW the Plaintiff, Bruce Borjesson, Pro Se operating on his own behalf. This Appeal matter having as available for Discretionary Review before the above entitled court. May the Washington State Supreme Court be noticed that the following is All Events, & sequential events that following the CP or RP, and legal events are inclusive.

INTRODUCTION:

This introduction begins at the beginning. Mr. Borjesson in 2007 August obtained a mortgage forced out of the Inheritance of the property located at 9519 4th NW Seattle Washington, Parcels A and B from Major James J Harris. Mr. Borjesson had spent 26 years taking care of Major Harris as he was a Parkinson's victim, and victim of accident while on duty USAF. He was permanently disabled until his untimely demise at a rest home.

The question of judicial Truth and relevance has now again occurred in this Case. If there is no De Novo review and De Novo either acceptance or rebuttal there is no relevance having a de novo review being in this case being allegedly created by examination or review By the Appeals Court. The case requires not only close examination and open declarations by the Division One Appeals Court but now will require close judicial examinations and Judicial correlations with the actual facts of the case. This was not done either during the first Summary Judgment hearing (note NO TRIAL) That this indicates a partial Doumentation. That even

the Appeals Court makes notice of there was a Trial. There was NEVER any Trial. In fact just prior to the Summary Judgment Hearing on October 2 2015, on September 28 the Court gave exacting instructions to both Plaintiffs, and Mr. Borjesson(defendant) in an Order Requiring Completion of Joint Confirmation of Trial Readiness :discovery by Plaintiff)@CP 248-250 thus demanding discovery by both Plaintiff and Defendant. This Court Order was never delivered by the Court to Mr. Borjesson. In fact the order Order Requiring Completion of Joint Confirmation of Trial Readiness At no time during the Summary Judgment hearing was there any mention by the Court of this Order:} CP 248-250 See also ***Arnold v. Melani, 75 Wn.2d 143, 148, 449 P.2d 800, 450 P.2d 815 (1968).*** It is error by the Superior Courts ruling in this Summary Judgement without convincing unsworn statements, certification Accountability and evidences ***Lopp v. Peninsula Sch. Dist. No. 401, 90 Wn.2d 754, 759, 585 P.2d 801 (1978)***

Stewart v. Johnston, 30 Wn.2d 925, 935-36, 195 P.2d 119 (1948). RCW 9A.72.085 It was only known by the Defendant on/until January 1 2021. this was after the long US District Bankruptcy Court#15-16110-CMA before the Honorable Christopher M Alston. There is the issue of the Property being divided into Parcel A And Parcel B. Parcel A (king county parcel #0081)being a small parcel measuring by official filings as a "35.35 ft by 65 ft. parcel" Anyone of certified real estate understanding that this is not only undersized parcel but cannot be a legal Subdivision by both King County , Dept of Land Use (city of seattle)see exhibit B and by the Washington state subdivision standards. This was formally noticed during the US Bankruptcy Court before the Honorable Christopher M Alston in Case #15-16110 CMA. The property aka Parcel B was and could never be included as a part of the foreclosure action by the Plaintiffs. That the Plaintiffs are now attempting to foreclose on Parcel B is further violations of Washington State law. The alleged Plaintiffs lender is only entitled to foreclose and take title to the property that was offered as collateral. If the actual house sits on property that was officially not offered as collateral the Plaintiff cannot take nor seize the property.@CP159 This alleged lender and the Summary Judgment hearing court in effect was trying to effect an unlawful or partition of the Property (9519 4th NW . Now the Plaintiff is Currently in this action the Plaintiffs are attempting to create an unlawful subdivision or partitition of Mr. Borjesson properties illegitimately claiming that the Parcel A holds the WHOLE house as on Parcel A. The Plaintiffs are

misinforming the court with slipping a "SUMMARY JUDGMENT" now decreed, with misinformed documentation or lack of documentation in both Superior Court and now the Appeals Courts . (The Appeals Court Commissioner Masako Kanazawa on April 19 2021 ruled or allowed the actual Certified Survey and accompanying DPD City of Seattle "situation of existing building" being perched on the Defendants Parcel B (King County Parcel #0085)} which cannot be foreclosed upon by the Plaintiffs. Nor can any Court completely legitimize an unlawful or illegal subdivision. The Supreme Court has ruled in the following cases in which it was concluded that the existence of genuine issues of material fact precluded the grant of summary Judgment: ***Bartlett V Northern Pac. Ry. 74 Wash Dec. 2nd 886, 447 P2 nd 735 (1968), Mills V Interisland Tel. Co. INC. 68 Wn. 2nd 820 416, P 2nd 115 (1966), McCollough V E.I> dupont de Nemours and CO., 68 Wn 2nd 127,411 P 2nd 894 (1966) Peterson V Peterson, 66 Wn. 2nd 120, 401 P. 2nd 343 (1965), Slemmons V Shotwell64 Wn 2nd 595, 392 P 2nd 1007 (1964), Haney V Radio Corp of America 62 Wn 2nd 390 P 2nd 980 (1964), Foote V Hayes 64 P 2nd 277 P 2nd 551 (1964), Jorgensen V Massart, 61 Wn. 2nd 491, 378 P 2nd 941 (1963), Hasse V Helgeson 57 Wn. 2nd 863 , 360 P 2nd 339(1961), Brannon v Harmon 56 Wn 2nd 826, 355 P 2nd (1960) Palmer V Waterman Steamship Co., 52 Wn 2nd 604,, 328 P 2nd 169 (1958)*** that when such a judicial conflict has occurred as in Mr. Borjesson (Defendants) case the case Now before the Washington Supreme Court requires Reverse, Remand and Review. Such conflicts as are required to be resolved is by RAP 13.4(b), herein now invoked.

That it has been created by either the Superior Courts Summary Judgment @CP253-254, no that the follow up by Appeals Court that the Superior Court did not take under its Review or examinations that such an unlawful subdivision of single family residences necessarily raises an issue of substantial public interest within the terms of RAP 13.4(b). The possible ruling of which by the Supreme Court will resolve the Issues.

Argument regarding both no de novo review by the Appeals Court:

The Appeals court by claiming that there is nothing to review has caused the Judicial Contradictions about the placement of the , SABR WILMINGTON SAVINGS AND FOR SANWICH SAVINGS

AND LOAN or SABR MORTGAGE LOAN 2008-1 REO SUBSIDIARTY-1LLC LOAN FSB ACTING AS TRUSTEE foreclosure action and the True facts such as the Issues of what is the foreclosure complaint judicial flaws of certified surveys not matching the realities what has been falsely collateralized by the Plaintiffs. The Appeals Court cannot have it both ways. Claiming that the Summary Judgment is being properly executed contradicts the actual Truth that both the Superior Court and now the Appeals Court have chosen to ignore. So is the truth and relevancy of facts having any place now before the Supreme Court is herein shown below. Then there is the issue of Pausing the Statute of Limitations, or Pausing the certifications of legal surveys of property and DPD quantifications of Land Use, and Pausing of the Commissioner's ruling on the Acceptances of Certifications of Legal Surveys (visual verifications not just numbers on a page not understood by unqualified Jurists. How about the Pausing of the reading and realizations legally speaking of De Novo review. Is this just another type of Judicial legislation?.

Let us examine the issues of Bain V Metro Mortgage LLC. In that now famous MERS issue being resolved that MERS cannot be either the owner, the beneficiary nor the extension legally of the beneficiary one issue is Still at issue. There has always been the actual certified legal transfer of ownership, the actual ownership and then the receipt of the promissory note as no longer being at issue. This was never settled by Bain V Metro Mortgage. MERS disreputable behavior was finally settled. NOT who got what, nor WHO is the certified documented ownership documentations by legititmate transfers of custody (of genuine authentic documents) and how it was legitimately transferred. Same condition herein: as existed at the relevant time then a "Chain of Custody of documentation" must be established ***State V Campbell 103 Wa 2nd , 1, 691 P 2nd 929 941) (1984)***. At no time in the 12 years 4 groups of lawyers, 3 loan servicers and 5 alleged owner transfers has any chain or chains of transfers of documentations between anyone: has not been done. Then we have the Issue of the King County Superior Court issuing an order as a pretrial order CP 248-250. There has never been a trial. There is even the Appeals Court saying that a Trial was done by the Superior court. There never was a trial. There was a Summary Judgement Hearing in part. The violations of

Judicial Canons are various and numerous . The Lack of clarity, false claim in the Summary Judgment hearing by the Court of " No Motion before the Court to Strike, CP(213 & CP 173-210) and the Motion to Dismissal of Plaintiffs Foreclosure Complaints were both never reviewed and subsequently never denied other than the honorable mention that the "court had no motion to strike before it"CP (213)RP 20. When the Motion to Strike had been entered CP 213. This along with the CP 248-250 Order for Judicial Discovery show a lack of interest in anything except to pass All the Issues Summary Judgment on to the Appeals Court. Why did the Superior court issue on Sept 28 2015 the Order for Judicial Discovery Order Requiring Completion of Joint Confirmation of Trial Readiness (CP 248-250) then did not send this Order to the Defendant, in a judicially necessary timing, with the Summary Judgment hearing already scheduled for 3 days later Oct 2, 2015? Something very judicially off here. There was never any Trial. This is a further violation by both the Superior Courts on going "ready for trial" on more than three cases if the case actually had been reviewed (by either the Superior Court and Now the Appeals Court}.

Because the issue of Pro Se being brought up by both the Courts it should now become a due process issue. Mr. Borjesson is a sovereign native American and deserves to not be discriminated against again, and again. The violations of Mr. Borjesson due process 4th and 14th US and Washington State Constitutional rights to being dealt with fairly implies that the facts need to be addressed not covered up. Not Ignored. The judicial lack of judicial microscopic examination of the details of this case is truly astounding.

On Page 12 of Plaintiffs first Reply rebuttal: Mr. Borjesson denies repeatedly never having received the official notice of Motion for Summary Judgment. May the Court note that the Plaintiff s did not file a denial of the facts entered by Mr. Borjesson that at CP 1-50 (in his Brief to the appeals Court) THEREFORE under ***Hughes V Chehalis School District No 302, 61 Wn 2nd 222, 377 P 2nd642 (1963) . and Legal authorities of RCW 4.28.080 (15(16)(17)*** when there is no legitimate notice, filing with the courts of these legal notices of Summary Judgement nor listing in any King County Records of Summary Judgment Filings that therefore

the Court did not perform its due diligence prior to the Summary Judgment hearing as required By (rule 56 and RCW). Argument The Appeals Court has not reviewed nor included a rebuttal by the Appeals Court of all of the Defendants issues as is the normal Judicial De Novo Reviews. Under the Issues of Facts and facts in dispute: the Cases in which it was concluded that the existence of genuine issues of material fact precluded the grant of summary Judgment: ***Bartlett V Northern Pac. Ry. 74 Wash Dec. 2nd 886, 447 P2 nd 735 (1968), Mills V Interisland Tel. Co. INC. 68 Wn. 2nd 820 416, P 2nd 115 (1966), McCollough V E.I> dupont de Nemours and CO., 68 Wn 2nd 127,411 P 2nd 894 (1966) Peterson V Peterson, 66 Wn. 2nd 120, 401 P. 2nd 343 (1965), Slemmons V Shotwell64 Wn 2nd 595, 392 P 2nd 1007 (1964), Haney V Radio Corp of America 62 Wn 2nd 390 P 2nd 980 (1964), Foote V Hayes 64 P 2nd 277 P 2nd 551 (1964), Jorgensen V Massart, 61 Wn. 2nd 491, 378 P 2nd 941 (1963), Hasse V Helgeson 57 Wn. 2nd 863 , 360 P 2nd 339(1961), Brannon v Harmon 56 Wn 2nd 826, 355 P 2nd (1960) Palmer V Waterman Steamship Co., 52 Wn 2nd 604,, 328 P 2nd 169 (1958)*** That up until this current brief and reply rebuttals (3) and at no time during any of the total of the CP 1-500 were any proper filings, delivery of Summary Judgment Documents, nor Affidavits of delivery of documents given by the Plaintiff. In this regard now the Plaintiffs by not denying that the Plaintiffs did not do properly certified deliveries nor Sheriffs delivery of the aforesaid Summary Judgment documents required by RCW 7.90.053; 26.50.123) 9service by mail); 9A. 72. 085, and CR 5 service and filings of Pleadings and other papers (motions) and CR 56 (c)_ That Mr. Borjesson did not receive in a timely manner is also signified and now NOT denied that it was NOT delivered by the Plaintiffs shows error on the part of the Superior Court. And Now compounded by Appeals Court' s affirmation. How can the Appeals Court deny the existence of and the required applications of the above documentations.? That this is just the beginning of the necessity of a Discretionary Review as now requested by the Defendant Mr Borjesson. Where is the Money?

The Federal Court Us District Bankruptcy Court Under the Honorable Christopher M Alston, Mr. Borjesson case #-15-16110 Abandoned the land and property and house as there was no Monetary value. After 111 plus realtors in a hot realty market there were NO offers. The reality of how the Pipestem property (see attached Certified Survey accepted by the Appeals Court Exhibit s A>B>C), and the fact that no Title insurance can

be issued on Parcel B (holding half the house and land stops all transactions). The US Federal District Bankruptcy Court in Mr. Borjesson's Bankruptcy case #15-16110 CMA simply abandoned claims as there is nothing of value. According to 11 US Code }554 (b) "abandonment of property of the estate: b)states " "on request of a party in interest and after notice and a hearing the court may order the trustee to abandon any property of the estate that is burdensome to the estate OR that is of inconsequential value and benefit to the estate.) Therefore the Plaintiff's claim in Reply Rebuttal(1) is claiming values and dollars that are not there. Over 111 Realtors came physically through the house and property and none of them even made a bonafide purchase and sale offer for purchase. This was undoubtedly due to Mr. Borjesson's Parcel B ; which was ruled prior to the Abandonment order in US Bankruptcy case @#15-16110 CMA to not be a part of the estate. Nor was it ever At no time has the Plaintiffs denied that the property was not only abandoned for lack of value, but furthermore Plaintiffs failed to deny that the Federal Court under 11 US Code }554 (b) "is of inconsequential value' Therefore by the Plaintiffs not denying that the Federal Court has declared a lack of inconsequential value it agrees with the defendant that there is no value. The attempted absconsion of Mr. Borjesson's Parcel B by the US Trustees Realtor was thwarted by the Honorable Christopher M Alston. Then the Plaintiffs false claim before the Superior Court about Parcel A has left the Plaintiff with a false claim in Superior Court who's lack of judicial impartiality and thorough analysis of those documents in submission either by the Plaintiff nor the Defendant now is causing further irreparable harm to the Defendant. And Who's the real Owner {or the more recent question of now alleged loan paper transfers to alleged new owners??} asking for Discretionary Review is still to be resolved. This Entry of Appeal in the Washington Supreme Court will also hopefully give the Court sufficient legal grounds to grant Reverse Remand and Review.

This brings us to the additional issue. On April 19 2021 Commissioner Masako Kanazawa of the Appeals Court ruled in favor of the Defendant Mr Borjesson with regards to the actual Certified Survey of the Parcel A as according to Plaintiffs Sheriffs sale (33.35 ft by 69 ft parcel A {0081 King County Certified Survey with Survey lines–which divides the actual physical house down the middle of the house}. "by affirming the Summary Judgment Courts ruling, the Court of Appeals has affirmed a judicial foreclosure that effected an

unlawful subdivision of Real Property. Effectively subdividing the real property upon which a single family residence was and is situated. Such an unlawful subdivision of single family residences necessarily raises an issue substantial public interest within the terms of ***RAP 13.4 (b). Peoples Nat'l Bank of Wash. v. Ostrander, 6 Wash.App. 28, 491 P.2d 1058 (1971)).Wn Supreme Court***

Argument for errors and errors done: Mr. Borjesson submitted as a part and parcel of his necessary filings of Motion to Strike and Motion to Dismiss Foreclosure Complaint False documentation with the Superior Court prior to the Summary Judgment hearing on Oct 2 2015, which was not heard by and ignored by the Court. The real true documentation and the subsequent rulings by the Appeals Court Commissioner Masako Kanazawa show the actual misleading abuse of the legitimate numbers of the properties in question. Once the Supreme Court sees these errors there can be only one outcome.

On or about August 2, 2007, Borjesson executed a promissory note("Note") in the amount of $476,000.00 in favor of EquiFirst Corporation.Clerk's Papers ("CP") 13-19. On the same date and in order to secure

repayment of the Note, Borjesson executed a deed of trust ("DOT")encumbering the real property located at 9519 4th Avenue Northwest, Seattle, Washington 98117 (the "Property"). CP 21-40. Please note the property as designated is 39.35 ft by 65 ft. CP 36, No Certified Map was included for the Court to see and make a rational decision until the Motion for acceptance of said certified survey and DPD City of Seattle Land Use and Construction Certified map was accepted by the Appeals Court Commissioner Masako Kanazawa . The DOT and Note will hereafter be referred to collectively as the "Loan." In September 29 of 2008, Borjesson defaulted on the Loan. CP 4 lines 7-8. Following the default there was a representation by Plaintiffs without Proper documents complete as Alleged ownership as equity based upon insufficient collateral. A Notice of Trustee's Sale issued in2009, after which Borjesson filed an action to restrain the sale. CP 386 The plaintiffs at CP 377-378 misrepresented to the Courts insufficient collateral evidences. .The 2009 Notice of Trustee's sale was discontinued and Borjesson dismissed his action in 2010. CP 437. 2. Judicial Foreclosure Action In September 2014, SABR WILMINGTON SAVINGS AND FOR SANWICH SAVINGS AND LOAN or SABR MORTGAGE LOAN 2008-1 REO SUBSIDIARTY-1LLC LOAN FSB ACTING AS TRUSTEE

} , who was then the alleged holder of the promissory Note and the successor in interest to the DOT pursuant to an assignment recorded on August 15, 2012 [CP 42] filed an action for judicial foreclosure against Borjesson based on the default of the Loan. CP 4, lines15-20. SABR v. Borjesson et. al was filed in King County Superior Court on September 29, 2014 as case number 14-2-26804-1 SEA("Judicial Foreclosure Action"). CP 1-50 {From Washington Supreme Courts Bain vs Metro Mortgage LLC }"In citations Grant S. Nelson & Dale A. Whitman, Real Estate Finance Law § 1.6 (4th ed.2001).¶ 11 When secured by a deed of trust that grants the trustee the power of sale if the borrower defaults on repaying the underlying obligation, the trustee may usually foreclose the deed of trust and sell the property without judicial supervision. Id. at 260–61, 73 P. 533; RCW 61.24.020; RCW 61.12.090; RCW 7.28.230(1). This is a significant power, and we have recently observed that "the [deed of trust] Act must be construed in favor of borrowers because of the relative ease with which lenders can forfeit borrowers' interests and the lack of judicial oversight in conducting non judicial foreclosure sales." Udall v. T.D. Escrow Servs., Inc., 159 Wash.2d 903, 915–16, 154 P.3d 882 (2007) (citing Queen City Sav. & Loan Ass'n v. Mannhalt, 111 Wash.2d 503, 514, 760 P.2d 350 (1988) (Dore, J., dissenting)). Critically under our statutory system, a trustee is not merely an agent for the lender or the lender's successors. Trustees have obligations to all of the parties to the deed, including the homeowner. RCW 61.24.010(4) ("The trustee or successor trustee has a duty of good faith to the borrower, beneficiary, and grantor."); Cox v. Helenius, 103 Wash.2d 383, 389, 693 P.2d 683 (1985) (citing George E. Osborne, Grant S. Nelson & Dale A. Whitman, Real Estate Finance Law § 7.21 (1979) ("[A] trustee of a deed of trust is a fiduciary for both the mortgagee and mortgagor and must act impartially between them.")). Among other things, "the trustee shall have proof that the ***beneficiary is the owner of any promissory note or other obligation secured by the deed of trust" and shall provide the homeowner with "the name and address of the owner of any promissory notes or other obligations secured by the deed of trust" before foreclosing on an owner-occupied home. RCW 61.24.030(7)(a), (8)(l). This Claim now is in violation of the Bain V Metro Mortgage ruling by the Washington Supreme court by abusing the MERS ruling inclusive to Bain.***

The assignment of errors argument is quite clear in the above legal notices. Also{NOTES: In Mr. Borjesson case none of these ownership responsibilities were done by the Four alleged lenders 4 sets of attorneys and 3 loan servicers. Now we as of this Entered Appeal to the Washington Supreme Court there have been a 5th alleged lender with no notices of anything no names, no addresses and so forth}. must be mindful of the fact that "Washington's deed of trust act should be construed to further three basic objectives." ***Cox, 103 Wash.2d at 387, 693 P.2d 683 (citing Joseph L. Hoffmann, Comment, Court Actions Contesting the Non-judicial Foreclosure of Deeds of Trust in Washington, 59 Wash. L.Rev. 323, 330 (1984)).*** "First, the non-judicial foreclosure process should remain efficient and inexpensive. Second, the process should provide an adequate opportunity for interested parties to prevent wrongful foreclosure. Third, the process should promote the stability of land titles." Id. (citation omitted) (citing Peoples Nat'l Bank of Wash. v. Ostrander, 6 Wash.App. 28, 491 P.2d 1058 (1971)).Wn Supreme Court Continues:

Bain vs Metro Mortgage LLC : "¶ 12 Finally, throughout this process, courts At Wright Findlay and Zuk is now claiming to represent both and SABR MORTGAGE LOAN 2008-1 REO SUBSIDIARTY-1LLC, ,AND WILMINGTON SAVINGS AND FOR SANWICH SAVINGS AND LOAN or } and Now some new firm will or will not represent the new alleged owners, however let us remember that Equi First Bank closed in February 29 2009. These new parties are alleged owners. So who has the alleged promissory note now? so Wilmington may have acquired the Loan in 2018, obtaining physical possession of the Note, and the DOT was formally assigned to Wilmington by an assignment recorded in King County on August 15,2018. CP 372. However the transfer is being Done by a MERS transfer . SO MERS transfers are not legally allowed by Bain V Metro Mortgage LLC So this is another legal point ignored by the Superior Court and now the Appeals Court. The argument is that either Bain V Metro Mortgage is in effect as stated finally by the Supreme Court or it is not. In this case the both the Superior Court and now the Appeals Court has Paused or finalized a new NON Existant Bain V Metro Mortgage.

Now who is MR. Borjesson in litigation with? First the Foreign agency SABR MORTGAGE LOAN 2008-1 REO SUBSIDIARTY-1LLC, } then a new Foreign agency Wilmington pretending to be an American Corporation, now another Foreign Agency using US Bank NA as an off shore entity?!

So if the Introduction applied by the Plaintiffs' attorneys which in graphic detail placed its own legal appearances for the Superior Court at CP357, and Robinson Tait did the same. CP 385, CP 368 Why has this known procedure , i.e. requirement by RCW 2.44.050 and 2.44.040 with the Now appearance by Wright Findley and Zuk not been done? Also we now therefore have violations of RCW 2.44.020 by not being given to either the Superior Court nor the Appeals Court. Did the Plaintiffs attorney abandon Wilmington, ? Who are the new legal representatives Of ***IE U>S> Bank Trust NA as Trustee of the American Homeowner Preservation Trust Series AHP Servicing***..

On the issues of the survey entered by the Plaintiff the 39.35 ft by 65 ft is insufficient for a true bill of allowable lot size. Mr. Borjesson's Motion for acceptance of certified plat maps, that has now been allowed and now reentered as a means of visually and legally understanding of the lack of due diligence required by the Superior Court in its examinations of documents prior to the issue of the Summary Judgment decree. The Certified Plat map and the additional City of Seattle DPD City of Seattle's map See attached Exhibits A<B<C) shows that the house is clearly divided by the line of the property. Parcel A KC#0081} which is what the Plaintiff is attempting to foreclosure about is clearly down the middle of the house. By trying to include Parcel B (KC#0085) which is Mr. Borjesson's by the further notice and decree of the US Bankruptcy Court case #15-16110 CMA. This was created by the ownership rights of the Homestead Act of Washington State. MR. Borjesson's right and ownership of the property aka Parcel B. The Plaintiff clearly are trying to file additional false claims in the Superior Courts false decree to Mr. Borjessons half of the house. The Court clearly did not due the due diligence required before the Summary Judgment hearing. The Court also contradicted itself two days prior to the summary judgment hearing with its issuance of the Order to provide Joint Summary of documents for Trial. No Trial was done. CP 248-250. At CP 33 Real Estate Contract not examined as to dates, compliances, understandings and the issue of a Fake Allonge Insertion document. At CP36 Chicago Title Original Property Description indicates property is only Parcel A{aka not large enough

for a true lot subdivision see above descriptions}. Let the court be noticed that on April 19 2021 the Courts commissioner allowed the Plat Map Survey {Certified} and the subsequent DPD City of Seattle Plat Map showing the locations of land and house located at 9519 4th NW Seattle to be entered and added to the existing numbered survey CP 159 {Chicago Title copy of Original untampered with by Plaintiffs}. Parcel B with Parcel A being blatantly insufficient to hold the whole house according to Seattle City Dept of Land Use and Construction (DPD Map) See Exhibit A>B>C>.).

Therefore the Plaintiff has insufficient substantive evidences provided to the Superior Court for a Decree of ***Summary Judgment to mathematically, and legally to be issued. RCW 58.17.255 Survey See Citation from the Washington State supreme Court Case # 52915-7-II Renne Vs Rinehold {"the basis for the Court of Appeals ruling is found on pages 17-18 of the unpublished slip opinion in Section 3, entitled Erroneous Basis for Summary Judgment Ruling which reads as follows:.*** Erroneous Basis for Summary Judgment Ruling HERE BELOW IN PART:

The court's attention was particularly drawn to Young v. Key Pharmaceuticals, Inc .. 112 Wash.2d 216, 770 P.2d 182 (1989), where in it was stated that an expert was required to defeat a motion for summary judgement." ... when an essential element of a case is best established by an opinion which is beyond the expertise of a layperson." id. at p. 228. ***See also Christian v. Tohmeh 191 Wash.App. 709, 386 P.3d 16 (2015), Colwell v. Holy Family Hosp .. 104 Wash.App. 606, 15 P.2d 210(2001), abrogated on other grounds by Fransto v. Yakima HMA LLC.188 Wash.2d 227, 393 P3d 776 (2017), Smith v. Shannon. 100 Wash2d. 26, 666 P. 2d 351 (1983) (informed consent). Wagner v. Flightcraft.Inc., 31 Wash App. 558, 643 P. 2d 906 (1982). (airplane crash)Randolph v. Collectromatic, Inc .. 590 F. 2d 844 (10fw Cir. 1979)(product defects). Ambin v. Barton. 123 Wash. App. 592, 98 P. 3d 125(2004) (legal malpractice). Raff v. County of King. 125 Wash. 2d 697, 887 P. 2d 886 (1995) (defective roadway). Farm Corp Energy. Inc. v.Old Nat. Bank of Washington. 109 Wash. 2d 923, 750 P. 2d 231 (1988)(lost profits). Mattson v. Carlisle Packing Co., 123 Wash. 243,212 P. 2d*** 179 (1923) (safe use of a ladder). See also ER 701, which are all summary judgment cases. In each of these summary judgment cases, a conclusion was reached by the moving party's expert. The opposing side did not present an expert to oppose that conclusion and each court held that as being fatal in defending a summary judgment motion. Therefore, in the context of the present case, the only question is, is the location of a surveyed line "best established by an opinion which is beyond the expertise of a layperson"? Establishment of lines is the practice of land surveying. RCW18.43.020(9). Only a person qualified and licensed can practice landsurveying. RCW 18.43.010. See also RCW 18.43.120. Therefore, under Washington law, it is required that the location of a line by a surveyor is not only best established by a surveyor, it is required by law. ***Consistent with this, Rue v. Oregon W.O. Co .. 109 Wash. 436, 186 P. 1074 (1920), and Bachelor v. Madison Park Corporation. 25 Wash.2d 907, 172 P. 268 (1946),*** both held that testimony of non-surveyors is not competent to impeach the testimony of a surveyor} Discrepancy –Disclosure "Whenever a survey of a proposed subdivision or short subdivision reveals a discrepancy, the discrepancy shall be noted on the face of the final plat or short plat . Any discrepancy shall be disclosed in the title report prepared by the title report insurer and issued after the filing

of the final plat or short plat. As used in this section, "discrepancy" means, (1) a boundary hiatus, (2) an overlapping boundary; or (3) a physical appurtenance, which indicates encroachment , lines of possession or conflict of title." In this case (1)(2)3) are all included in that action by the Superior Court making the issue of the false Decree of Summary Judgment now moot. (See also RCW 58.17.280 Naming and numbering of short subdivisions, subdivisions, streets, lots and blocks as well as RCW 58.17.300 Violations ---Penalties)} The Plaintiffs have been enamored with the 39.35 ft by 65 ft only numbers without Map Plat however the showing of the actual Plat Maps now allowed by the Appeals Court and the Plaintiffs own lack of denial entered at CP{36{argument of assignment of errors errors assigned that was actually given by the Plaintiffs (erroneously). The argument follows that the misinformation provided to both the Superior Court and Now the Appeals court has been withheld by Plaintiffs and given partially as a illegeitmate unlawful division of a unsubstantized collaterial subdivision based on misinformation to both Courts. That this is sufficient for the Supreme Court to overturn the ruling with regards to the Summary Judgment.

LACHES AND LACHES ESTOPPEL

The Plaintiff makes when the issue of Laches was to be allowed by them and their entries. Laches occurs in the nature of Time. Time on Time and Time again the 4 alleged lenders, (now 5th?) 4 groups of attorneys and 3 loan servicers (now 4) The various groups of attorneys have tried every legal trick in the books to harm Mr. Borjesson and take his land, his house his property and his life. Laches has various bodies of citations and RCWs This then brings us to Mr. Borjessons Laches Doctrine as an affirmative Equitable defense where Defendants long neglected civil rights have been abrogated by various lenders/attorneys. ***{see Davidson v State (1991) 116 Wn2nd 13, 802 P.2nd 1374} The appeals court completely ignored this defense.***

At genuine issue is the credibility of the Plaintiffs evidence requiring Mr Borjesson Motion for Denial of the Motion For Summary Judgment. Such issues as are being raised in this Appeal are contradictory evidences and by Mr. Borjesson's impeachments of evidence's both entered and not entered yet.. CP 248-250,213 This is both given and not yet given under undisclosed Discovery. The ultimate facts (e.g. intent, knowledge , good faith, negligence, comprehensive knowledge of action/reflection of legal issues. Furthermore in order for Summary Judgment in its similarity the Test applied to a motion for a directed verdict to be clearly understood and ruled on by the courts. In Both cases, the court must consider the material evidences, and all reasonable inference's therefrom, most favorably to the Non Moving Party (Mr Borjesson); and , after careful analysis and understanding making consideration, if reasonable we might reach different conclusions, a genuine factual issues are presented, the motion for summary Judgement in this case must be denied. As to the testing of issues, and because Summary Judgement may not be granted unless the Court can state as a

matter of law that only one party must prevail, there is no discretionary power by the Superior Court to Grant the motion. Apparently there was some discretionary authority to deny the motion for summary judgment. No findings of fact nor conclusions of law by the Superior court and now the Appeals Court affirmation.

Argument of errors as to No Trial, no true documentation, and unlawful creation of an unlawful Subdivision is compounded by how neither the Plaintiff nor the Defendant received the above Order CP 248-250 requiring Completion of Joint Confirmation of TRIAL Readiness (CP248-250) then NO fair and Equitable Judicial Process was completed and would further create Error on and Assignment of Error the Part of the Court. See Exhibit A>B>C Assignment of error as assigned error CP 248-250 .

Argument: Furthermore, On page 7 RP 7 of the Hearing for Motion for Summary Judgment the "Court: Right I don't Have a motion to strike before me. " {RP 7}In Part} is a copy of the filing page of the Motion to Strike False documentation submitted by Defendant. CP 173 In that document please Note the Judges Mail Room Stamp and date of Sept 14 1:42 pm 2015, and ALSO at the filing stamped King County Washington Sept 14, 2015 Superior Court Clerk. } This is Error on the part of the court. A Assignment of error of errors as a assigned.

Argument for Assignments of Error On CP 173 the Motion For Denial of Plaintiffs Motion for Summary Judgement was adequately given to the Superior Court On Jun23/2015. There were ample statements of fact, affidavits that were required by both CR 56 and CR12. On CP 174, 175 both Statements of Fact and Authorities applied were provided the Court. However at RP 20 Paragraph 3 the Court declares that it has no basis to grant the motion which indicates clearly there was in sufficiency of the complaint .The Court just prior to this should have ruled on its own Order demanding discovery CP 248-252. On RP 22 the Court says it cannot say about other defects in the applications by Plaintiff for Summary Judgment but does not specify the exact precise "defects as to accuracy" in the foregoing Motion to Dismiss by Defendant. ***Bartlett V Northern Pac. Ry. 74 Wash Dec. 2nd 886, 447 P2 nd 735 (1968), Mills V Interisland Tel. Co. INC. 68 Wn. 2nd 820 416, P 2nd 115 (1966), McCollough V E.I> dupont de Nemours and CO., 68 Wn 2nd 127,411 P 2nd 894 (1966) Peterson V Peterson, 66 Wn. 2nd 120, 401 P. 2nd 343 (1965), Slemmons V***

Shotwell64 Wn 2nd 595, 392 P 2nd 1007 (1964), Haney V Radio Corp of America 62 Wn 2nd 390 P 2nd 980 (1964), Foote V Hayes 64 P 2nd 277 P 2nd 551 (1964), Jorgensen V Massart, 61 Wn. 2nd 491, 378 P 2nd 941 (1963), Hasse V Helgeson 57 Wn. 2nd 863 , 360 P 2nd 339(1961), Brannon v Harmon 56 Wn 2nd 826, 355 P 2nd (1960) Palmer V Waterman Steamship Co., 52 Wn 2nd 604,, 328 P 2nd 169 (1958)

I These citations refer again to the search for genuine factual issues and how summary judgment in Mr. Borjesson's case is precluded also.

As the Superior Court openly says it cannot say is the declaration neither for the Plaintiff nor for the Defendant. {RP 22} Declaring there is no motion when the motions are made, filed and given to both Judges and Superior Court Clerks Office in a timely manner, are clearly defined here. (this is also listed as Motion/Def on Sept 14 on the King County Courts Records part of the Verbatim Report) that the facts as they are both listed, reviewed and applied by the Appeals Court.

CONCLUSIONS OF DEFENDANTS APPLICATION FOR DISCRETIONARY REVIEW

1) THAT THE Plaintiffs have unsuccessfully given even reasonable rebuttals. That the Plaintiffs claim through the abuse of Summary Judgment in Superior Court has been now noted as there is no denial that the Plaintiff Improperly filed the Summary Judgment. CP 1-50 There were no documents as required to create properly filed documents to be submitted to the Defendant Mr Borjesson. Within the RAP 13.4(b) rule for the Supreme Courts action. In the Rebuttal and in the body of the Main brief there is a directing of the Courts attention to an irrelevant Rule in the Cause of the Plaintiff not rebutting the notice to the Appeals Court that the original filings were incomplete. Mr. Borjesson never received by any looking at the Case file he would never have known that it had been filed CP 1-50. In the Statute of Limitations: RCW 4.16.040 The Plaintiff attempting to legislate from the Plaintiffs side providing judicial ideas that are not available in the Statute of Limitations. The Real Estate Contract was set on August 8 2007 the tolling begins then, it is tolled 6 years later on August 8 2013. Plaintiffs false Claiming that the tolling begins and ends by some arbitrary and legally capricious statement that has no relevance to the facts must be denied.

2) The Issue of the boundary is intrinsic to the case in the Superior Court must of its own accord read, analyze decipher the survey, and how it applies. This is per the fair , unbiased and impartial actions on the part of any Judge (Court) {See Commssioner Masako Kanazama allowing by ruling for the Defendant in Exhibits A>B>C attached. . By the Superior Court Granting the Summary Judgment false Decree not only Judicial canons have been ignored, but by doing so the previous rulings by the Supreme Court regarding certified surveys, Map Plats and unlawful subdivision entries by Plaintiff negate the false Summary Judgment. This is further loss by the defendant if his Due Process rights of the US Constitutional 4th and 14th Amendment Clause. The outline above of: In the US Federal Supreme Court decisions the references to the consistent violations of Due Process losses in the lower courts due to racial bias and discrimination has been established since 1892/1894. In this Case what was the Courts actual Intentions, and how much of Mr. Borjesson"s 14th Amendment due process violations were created and harm brought against him. Are in full view of this court. "As there are procedural errors the dispassionate courts must maintain legal procedure at all times with the duty to be responsible of due process of law {Judicial Canons}

3) Mr. Borjesson Constitutional due process rights under the 4th and 14th Amendment are being precluded by the abrogation of those rights to due process civil trial , and furthermore has been corrupted by the Courts Summary Judgments Decree.

4) That the Plaintiff has formed contradictory reviews for the court is now apparent. This includes that the Real Estate Contract has no relevance and only the promissory note has any place in the judicial process. One attorney on CP 331 Robinson Tait alleges that "this action arises upon contract (and CP 33) Then by Legalese the Plaintiffs New Attorney's indicate that no Real Estate Contract exists but gives False documentation with an Allonge Endorsement without an Endorsement. (See above referencing where a fake insertion of page 1 of page 1 whilst additional documentation insertions by an out state unregistered attorney, no notary of same, and claiming transfer authority without registry with the courts either Superior Court nor Appeals Court nor the Washington Bar Assn have also been included..) CP 331

In conclusion to the Washington Supreme Court Mr. Borjesson certifies that all the information's, affidavits, statements of fact, declarations and other documentations above are under the Penalty of Perjury by Washington law . That Mr. Borjesson is over the age of 18 and can certify under the Washington state laws that the information is truthful and correct to the best of his ability.

S/Bruce Borjesson/S_____ on 08/19/21

IN THE WASHINGTON STATE APPEALS COURT DIVISION I re:

} WILLMINGTON SAVINGS AND LOAN FSB ACTING AS TRUSTEE FOR SANWICH SAVINGS AND LOAN SABR MORTGAGE LOAN 2008-1 REO SUBSIDIARTY-1LLC, EQUIFIRST BANK, APPEALANT V. BRUCE BORJESSON

No.817531

AFFEDAVIT OF SERVICE ON APPEAL OF APPEALS COURT AFFIRMATION TO THE SUPREME COURT OF WASHINGTON STATE REGARDING SUMMARY JUDGMENT AND FORECLOSURE SALE

I herein certify that on AUGUST 19 2021 delivered by certified mail to Wright Finley and Zak, at 612 Lucille St. Suite 300 Seattle Wash 98108 as Well as the Washington State Appeals Court at Union Square, Seattle copies and filings of APPEAL OF APPEALS COURT TO SUPREME COURT AS A Brief by Defendant to REGARDING FORECLOSURE COMPLAINT I understand under the penalty by Washington State Law concerning Perjury and I herein acknowledge that the above documents were Delivered by BY BOTH US Postal Service AND BY Email to Wright Findlay and Zuk located at 612 So Lucille Suite 300 seattle wa 98108 . Bruce Borjesson August 19 2021 _____

BRUCE BORJESSON
PRO SE
EMAIL :PACRES13@GMAIL.COM
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FILED
7/19/2021
Court of Appeals
Division I
State of Washington

IN THE COURT OF APPEALS OF THE STATE OF WASHINGTON

SABR MORTGAGE LOAN 2008-1 REO SUBSIDIARY-1 LLC, Respondent, v. BRUCE BORJESSON; CAPITAL ONE BANK (USA); CITY OF SEATTLE; EGP INVESTMENTS, LLC; PRIDE ACQUISITIONS, LLC; AND PERSONS OR PARTIES UNKNOWN CLAIMING ANY RIGHT, TITLE, LIEN, OR INTEREST IN THE PROPERTY DESCRIBED IN THE COMPLAINT HEREIN, Appellants.	No. 81753-1-I DIVISION ONE UNPUBLISHED OPINION

MANN, C.J. — In this judicial foreclosure case, Bruce Borjesson appeals the superior court's entry of judgment, decree of foreclosure, and order of sale following summary judgment. We affirm.

FACTS

Borjesson executed a promissory note for $476,000.00 in favor of EquiFirst Corporation to obtain a loan against his house, located at 9519 4th Avenue Northwest, on August 2, 2007. He executed a deed of trust on his house to secure repayment of

the note. In October 2008, Borjesson failed to make the monthly payment on the note and deed of trust. Borjesson received notice that the note and deed were in default and that he would need to make the payments by December 22, 2008 to avoid foreclosure. Borjesson failed to make the payments to prevent foreclosure.

Following the default, there was a notice of trustee's sale issued in 2009. Borjesson filed an action to restrain the sale. The 2009 notice of trustee sale was discontinued and Borjesson dismissed his action in 2010. EquiFirst assigned the beneficial interest in the deed of trust to SABR Mortgage Loan 2008-1 REO Subsidiary-1 LLC (SABR) on August 15, 2012.

In September 2014, SABR filed an action for judicial foreclosure against Borjesson. On October 2, 2015, the superior court granted SABR's motion for summary judgment, which provided for the entry of judgment and decree of foreclosure. On October 13, 2015, Borjesson filed for protection under bankruptcy, thus automatically staying entry of the judicial foreclosure action. He also appealed the order granting summary judgment, which this court dismissed as premature without prejudice.

SABR transferred the note and deed to Wilmington Savings Fund Society (Wilmington) on November 10, 2017.

On March 17, 2020, the bankruptcy court issued an order abandoning all of Borjesson's estate assets back to the debtor. The bankruptcy court then lifted the automatic bankruptcy stay allowing Wilmington, as the successor in interest to SABR, to seek entry of the judgment and decree of foreclosure. Over opposition by Borjesson, on July 14, 2020, the trial court entered judgment for $891,872.74, a decree of foreclosure,

and order for sale if Borjesson did not immediately pay the judgment in full. Borjesson appeals.

ANALYSIS

A. Summary Judgment

Borjesson makes several arguments for the first time on appeal that were not at issue during the summary judgment proceedings.[1] Borjesson also argues that the court erred by granting summary judgment.

We hold pro se litigants to the same standards as an attorney, and Borjesson must comply with all procedural rules on appeal. In re Marriage of Olson, 69 Wn. App. 621, 626, 850 P.2d 527 (1993). An appellant must provide "argument in support of the issues presented for review, together with citations to legal authority and references to relevant parts of the record." RAP 10.3(6). Failure to support assignments of error with legal arguments precludes review. Howell v. Spokane & Inland Empire Blood Bank, 117 Wn.2d 619, 624, 818 P.2d 1056 (1991); State v. Marintorres, 93 Wn. App. 442, 452, 969 P.2d 501 (1999). We need not consider arguments that are not supported by references to the record, meaningful analysis, or citation to pertinent authority. Norcon Builders, LLC v. GMP Homes VG, LLC, 161 Wn. App. 474, 486, 254 P.3d 835 (2011).

We review summary judgment decisions de novo. Int'l Marine Underwriters v. ABCD Marine, LLC, 179 Wn.2d 274, 281, 313 P.3d 395 (2013). "Summary judgment is proper only where there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law." Int'l Marine Underwriters, 179 Wn.2d at 281.

[1] Borjesson argues about lack of notice, due process violations, discovery violations, various fraud claims, lack of standing, statute of limitations, and raises a laches and unclean hands defense, all which are not properly before this court. Generally, we will not consider issues raised for the first time on appeal. RAP 2.5(a).

The moving party has the initial burden of proving the absence of an issue of material fact. Young v. Key Pharm., Inc., 112 Wn.2d 216, 225, 770 P.2d 182 (1989). We consider "the facts submitted and all reasonable inferences therefrom in the light most favorable to the nonmoving party." Chelan County Deputy Sheriffs' Ass'n v. Chelan County, 109 Wn.2d 282, 294, 745 P.2d 1 (1987).

Borjesson claims that the court erred in granting summary judgment because he did not sign the allonge, he did not receive proper notice of the motion for summary judgment, and he was denied due process through discovery. Borjesson failed to raise any of these arguments before the trial court and fails here to provide a cohesive argument or relevant applicable authority to support his argument.

Borjesson does not meet his burden demonstrating an issue of material fact requiring reversal. The deed of trust follows the promissory note and is enforceable by the note holder. Bain v. Metro. Mortg. Grp., Inc., 175 Wn.2d 83, 102, 285 P.3d 34 (2012). The holder of the promissory note is entitled to judicially foreclose the deed of trust. Deutsche Bank Nat. Tr. Co. v. Slotke, 192 Wn. App. 166, 171, 367 P.3d 600 (2016). The trial court in the judicial foreclosure action properly determined that SABR was the holder of the note and was entitled to enforce it. Therefore, the bankruptcy court properly granted judgment of $891,872.74 and the decree of foreclosure to SABR's predecessor.[2]

[2] On April 14, 2021, Borjesson filed a motion for the submission of additional documents, in which Borjesson asks the court to consider exhibits A, B, C, and D attached to the motion. Under RAP 9.12, when reviewing an order granting or denying a motion for summary judgment we will consider only the evidence called to attention by the trial court. Therefore, we deny Borjesson's motion for the submission of additional documents.

B. Attorney Fees

Wilmington requests attorney fees on appeal. The general rule in Washington is that attorney fees will be awarded only when "authorized by contract, statute, or a recognized ground of equity." Durland v. San Juan County, 182 Wn.2d 55, 76, 340 P.3d 191 (2014). The promissory note and the deed of trust both provide for an award of reasonable attorney fees in the event enforcement is necessary. Subject to compliance with RAP 18.1, Wilmington is entitled to an award of its reasonable attorney fees and costs. See Podbielancik v. LPP Mortg. Ltd., 191 Wn. App. 662, 673, 362 P.3d 1287 (2015).

Affirmed.

Mann, C.J.

WE CONCUR:

On July 2, 2021, Wilmington filed a brief entitled "surreply." Wilmington is not the party seeking review and did not file a motion to file such a brief. See RAP 10.1(c) and (h). Wilmington's surreply is stricken and was not considered.