

STATE OF SOUTH CAROLINA
IN COURT OF APPEALS

APPEAL FROM MARION COUNTY
Court of Common Pleas

Haigh Porter, Special Referee for Marion County

Appeal number 2013-001824
Marion County Case number 2013-CP-33-306

Anderson Brothers Bank
Respondent,

V.

Dazarhea Monique Parson, aka Dazarhea D Parson, a/k/a Dazarhea Monique Daniels
Parson, A. Tyrone, Jr. a/k/a Arnold Tyrone Parson, Jr., South Carolina Department of
Revenue and South Carolina Department of Motor Vehicles, Defendants,

Defendant

Of Whom

Dazarhea Monique Parson, aka Dazarhea D Parson, a/k/a Dazarhea Monique Daniels
Parson, A. Tyrone, Jr. a/k/a Arnold Tyrone Parson, Jr., is the.....Appellants

APPELLANT'S VERIFIED RETURN TO RESPONDENTS MOTION TO REQUIRE
APPELLANTS TO FILE A CORRECTED RECORD ON APPEAL

Arnold Jr. Dazarhea Parson Sui Juris
Post Office Box 776
Mullins, South Carolina [29574]
(843)-409-9086

RECEIVED

NOV 10 2014

Comes now a natural man/woman known as Arnold Jr., and Dazarhea Parson an injured party, real party in interest, sui juris. Accepts for Value Return for Value Respondents motion to correct the Record on Appeal.

Upon conditions precedent, Appellants are respectfully willing to accept Respondents motion/offer dated on October 28, 2014 so long as, they can and will provide verified strict proof sworn to under penalty of perjury on their unlimited commercial liability including but not limited to the following:

PROVE

1. The payment history attorney handed to Appellants in the lower court hearing was pre-marked Exhibit E.(see attached exhibit A)
2. That it is an obligation of Appellants to label payment history Exhibit E.
3. Suzanne Grigg & Kirsten Small attorney's for respondents have firsthand knowledge of each and every document, exhibit, and the like of which they wish to have entered into the record on appeal.
4. Prove that the foreclosure judgment and order for sale was granted by a judge that has sworn an oath of office as judge. (see attached exhibit e show cause transcript)
5. Prove that your clients Anderson Brothers Bank were not fictitious plaintiffs at the hearing held on July 29, 2013 and now fictitious respondents.

6. That your clients are/were The Real Party in Interest in accords with the Corporate Alter Ego Doctrine.
7. That if an oral hearing is to be held in the Court of Appeals, Anderson Brothers Bank will appear, swear in, and state their claim.
8. Rebut affidavit (attached) on a point by point basis sworn to under penalty of perjury on your unlimited commercial liability.

VERIFICATION

The undersigned, Appellants hereinafter “Affiant(s)”, does solemnly affirm, declare and state as follows:

- 1. Affiant(s) is competent to state the matters set forth herein.**
- 2. Affiant(s) has firsthand knowledge of the facts stated herein.**
- 3. All the facts herein are true, correct, complete and admissible as evidence, and if called upon as a witness, Affiant(s) will testify to their veracity.**

Allegations:

1. There is no evidential proof/material facts in support of attorney for Anderson Brothers Bank handing, delivering, or serving a payment history pre-marked Exhibit E to affiants. Affiant(s) believe no such evidence exist.
2. There is no evidential proof/ material facts in support of attorney for Respondents Nexsen Pruet Suzanne Grigg & Kirsten Small having bona fide firsthand knowledge of any contracts or signatures contained therein of which they wish to enter onto the record on appeal. Affiant(s) believes that no such evidence exist.
3. There is no evidential proof/ material facts in support of Respondents Anderson Brothers Bank was not a fictitious plaintiff, nor were they the real party in interest. Affiant(s) believes that no such evidence exist.

4. There is no evidential proof/ material facts in support of Respondents or their attorney Nexsen Pruet Suzanne Grigg & Kirsten Small having rebutted any affidavits previously received prior to the lower court hearing. Affiant(s) believes that no such evidence exist.
5. There is no evidential proof/material facts in support of Special Referee/Master in Equity/Judge at Writ of Assistance hearing Haigh Porter did not openly admit on and for the record that he has not sworn an oath of office as judge. Affiant(s) believes that no such evidence exist.
6. There are no evidential proof/material facts in support of the affiant(s) truly receiving a purported three dollar consideration given by Respondents. Affiant(s) believes that no such evidence exists.
7. There are no evidential proof/material facts in support of Judge Haigh Porter acting impartial in this matter. Affiant(s) believes that no such evidence exists.
8. There is no evidential proof/material facts in support of the lower court having subject matter or personam jurisdiction to hear this case. Affiant(s) believes that no such evidence exists.
9. There is no evidential proof/material facts in support of Affiant(s) not responding to summons and complaint received on May 1, 2013. Affiant(s) believes that no such evidence exist.
10. There is no evidential proof/material facts in support of attorney for Respondents openly admitting on and for the record during the Writ of Assistance hearing that Anderson Brothers Bank was a corporate fiction by stating "that they received their corporate charter from the state." Affiant(s) believes that no such evidence exist.
11. There is no evidential proof/material facts in support of Judge Haigh Porter not admitting on and for the record during the Writ of Assistance Hearing that Anderson Brothers Bank was a corporate fiction/fictitious party. Affiant(s) believes that no such evidence exist.
12. There is no evidential proof/material facts in support of Respondents having standing to bring suit against appellants. Affiant(s) believes that no such evidence exist.
13. There is no evidential proof/material facts in support of Anderson Brothers Bank being an injured party. Affiant(s) believes that no such evidence exist.
14. There is no evidential proof/material facts in support of affiants not being an injured party. Affiant(s) believes that no such evidence exist.

15. There is no evidential proof/material facts in support of a Master in Equity Special Referee/ Judge not having to take an oath of office. Affiant(s) believes that no such evidence exist.

Proof of Allegations:

1. Attorney for Anderson Brothers Bank affirms that she did not hand, deliver, or serve a payment history pre-marked Exhibit E to affiants. If no timely rebuttal it is affirmed.(see exhibit A)
2. Attorney for Respondents Nexen Pruet Suzanne Grigg & Kirsten Small affirms they do not have bona fide firsthand knowledge of any contracts or signatures contained therein of which they wish to enter onto the record on appeal. If no timely rebuttal it is affirmed.(see exhibit E Pg.8 Line 13-13; Pg.25 Line 2-12)
3. Respondent Anderson Brothers Bank affirms that they are a fictitious plaintiff, and they are not the real party in interest. If no timely rebuttal it is affirmed.(see exhibit E Pg.55 Line 4-Pg.58 Line 3)
4. Respondent and their attorney Nexsen Pruet Suzanne Grigg & Kirsten Small affirm that they have not rebutted any affidavits previously received prior to the lower court hearing. If no timely rebuttal it is affirmed.(see exhibit B and E Pg. 37 Line 24-Pg.38 Line 2; Pg.39 Line8-18)
5. Respondents affirms Special Referee/Master in Equity/Judge at Writ of Assistance hearing Haigh Porter has openly admitted on and for the record that he has not sworn an oath of office as judge. If no timely rebuttal it is affirmed.(see exhibit E Pg.44 Line 22-Pg.48 Line 11)
6. Respondent Anderson Brothers Bank affirms that there are no evidential proof/material facts in support of the affiant(s) truly receiving a purported three dollar consideration. If no timely rebuttal it is affirmed.(see exhibit E Pg.23 Line 15-Pg.24 Line 10)
7. Respondents affirms that Judge Haigh Porter did not act impartial in this matter in light of the fact his wife did receive a benefit from appearing on the behalf of Anderson Brothers Bank at the foreclosure sale of Affiant(s) private property. If no timely rebuttal it is affirmed.(see exhibit C)
8. The Respondents affirm that the lower court did not have plenary jurisdiction to hear this case. If no timely rebuttal it is affirmed.

9. Respondents affirm that there is evidential proof/material facts in support of Affiant(s) filing there response/answer to summons and complaint on May 2, 2013. If no timely rebuttal it is affirmed. (see exhibit D)
10. Attorney for Respondents Suzanne Grigg affirms that she openly admitting on and for the record during the Writ of Assistance hearing that "Anderson Brothers Bank gets their corporate charter from the state." If no timely rebuttal it is affirmed.(see exhibit E Pg.55 Line 4-Pg.58 Line 3)
11. Respondents affirm that Judge Haigh Porter did admit on and for the record during the Writ of Assistance Hearing that Anderson Brothers Bank was a corporate fiction and fictitious party. If no timely rebuttal it is affirmed. (see exhibit E Pg.55 Line 4-Pg.58 Line 3)
12. Respondents affirm that there is evidential proof that they did not have standing to bring suit against affiants. If no timely rebuttal it is affirmed. (see exhibit B-F)
13. Respondents affirm that respondents are not injured. If no timely rebuttal it is affirmed.
14. Respondents affirm their actions have injured affiants. If no timely rebuttal it is affirmed.
15. Respondents affirm that a sworn Oath of Office is a mandatory requirement of Master in Equity Special Referee/Judge. If no timely rebuttal it is affirmed.(see exhibit F)

FURTHER THE AFFIANT(S) SAYETH NAUGHT.

The recipient of this document is asked to rebut the facts contained herein. Pursuant to Federal Rules of Civil Procedures 8(b) and South Carolina Rule 8(b), all facts not rebutted are admitted as truth. Failure to deny constitutes admission as well as Rule 240e SCACR.

Appellants hereby request Respondents provide all (i.e. each, every, any) pertinent material used by Respondents in making their determination. Failure to provide verified strict proof under penalty of perjury to all above eight(1-8), and (1-15) along with all material facts/ direct evidence used in making your determination will be your tacit consent that IT IS AGREED to (i) Record on Appeal is not necessary in light of this agreement.(ii) that the lower court lacked jurisdiction(iii) that your guilty of contempt for bringing a claim in the name of a fictitious party (iv) that you have committed fraud upon the court(v)that you have

filed a claim in which relief can't be granted(vi) Respondents have filed several false claims and communicated the falsehoods to thirds parties(vii) That the penal sums for all actions committed by Respondents be awarded in the form of treble damages to Appellates as relief.

IT IS ALSO AGREED that the Court of Appeals should reverse foreclosure judgment and order for sale granted at hearing held on July 29, 2013.

WHEREFORE, Appellants moves this Honorable Court to enter an order granting relief in accords with this Return. Together with such other and further relief as the court may deem reasonable and just under the circumstances.

We certify on our own unlimited commercial liability that we have read the above and it is complete and not misleading the truth the whole truth and nothing but the truth.

ucc 1-308/1-103.6
By Arnold Parson Jr. Dazarhea Parson
Arnold Jr. Dazarhea Parson Sui Juris
Post Office Box 776
Mullins, South Carolina [29574]
(843)-409-9086

STATE OF SOUTH CAROLINA) VERIFICATION

COUNTY OF MARION)

Notary

On this date 7 NOV. 2014, a natural man and women appeared in their true characters, who identified themselves as Arnold Parson Jr & Dazarhea Parson., appeared before me Wm. Penn Troy, a notary public residing in MARION County, S.C. state and attested to the truth of this verification with their oath and autograph.

Wm. Penn Troy
Notary Public

Commission Expires 12-31-2020

Seal

STATE OF SOUTH CAROLINA
IN COURT OF APPEALS

APPEAL FROM MARION COUNTY
Court of Common Pleas

Haigh Porter, Special Referee for Marion County

Appeal number 2013-001824
Marion County Case number 2013-CP-33-306

Anderson Brothers Bank
Respondent,

Vs.

Dazarhea Monique Parson, aka Dazarhea D Parson, a/k/a Dazarhea Monique Daniels
Parson, A. Tyrone, Jr. a/k/a Arnold Tyrone)Parson, Jr., South Carolina Department of
Revenue and South Carolina Department of Motor Vehicles, Defendants,
Defendant

Of Whom

Dazarhea Monique Parson, aka Dazarhea D Parson, a/k/a Dazarhea Monique Daniels
Parson, A. Tyrone, Jr. a/k/a Arnold Tyrone Parson, Jr., are the.....Appellants

PROOF OF SERVICE

We certify that we served the Appellants Verified Return to Respondents Motion to correct Record on Appeal on Respondents, represented by Suzanne Taylor Graham Grigg of Nexsen Pruet, LLC, by depositing a copy of it in the United States Mail, postage prepaid, addressed to Respondent's Attorney as follows: Suzanne Taylor Graham Grigg 1230 Main St. Suite 700 Columbia, SC 29202

By: Arnold Parson, Jr. Dazarhea Parson ^{UCC 1-308}
Arnold Jr. Dazarhea Parson Sui Juris
Post Office Box 776
Mullins, South Carolina [29574]
(843)-409-9086

November 8, 2014

NOTICE

FACTS:

1. The court allows 10 days from day of entry (postmark date) for Appellate to file a return to Respondents Motion.
2. It has been well & long established, that the mailing address for Appellants is P.O Box 776 Mullins, South Carolina [29574].
3. The address in number two above is used and known by the courts lower, and Appellate to be the mailing address for the Appellants.
4. The Respondents Motion to require Appellants to file a corrected Record on Appeal was postmarked October 28, 2014 and mailed to 3546 Quail Roost Road Mullins, South Carolina 29574.
5. Appellants received Respondents Motion on November 3, 2014.

In light of the above stated facts Appellants respectfully request that the return mailed on November 8, 2014 be exempt to Rule 240e SCACR. Attached are material facts in support of the above 1-5.

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NOV 10 2014
SC Court of Appeals



The South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS
CLERK

V. CLAIRE ALLEN
DEPUTY CLERK

POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211
1015 SUMTER STREET
COLUMBIA, SOUTH CAROLINA 29201
TELEPHONE: (803) 734-1890
FAX: (803) 734-1839
www.sccourts.org

June 03, 2014

Dazarhea Monique Parson
P.O. Box 776
Mullins SC 29574

A. Tyrone Parson, Jr.
P.O. Box 776
Mullins SC 29574

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SC Court of Appeals

Re: Anderson Brothers Bank v. Dazarhea Monique Parson
Appellate Case No. 2013-001824

Dear Counsel:

Upon reviewing your record on appeal, the following deficiency or deficiencies have been noted under the South Carolina Appellate Court Rules (SCACR), and any deficiency must be corrected within ten (10) days of the date of this letter:

- The binding does not comply with Rule 267(d), SCACR.
- The caption/title does not comply with Rule 267(a), SCACR. Specifically, the caption should read as follows:

Anderson Brothers Bank, Respondent,

v.

Dazarhea Monique Parson, a/k/a Dazarea D. Parson, a/k/a Dazarhea Monique Daniels Parson, A. Tyrone Parson, Jr. a/k/a Arnold Tyrone Parson,

Jr., South Carolina Department of Revenue and South Carolina Department of Motor Vehicles, Defendants,

Of whom Dazarhea Monique Parson, a/k/a Dazarea D. Parson, a/k/a Dazarhea Monique Daniels Parson and A. Tyrone Parson, Jr. a/k/a Arnold Tyrone Parson, Jr. are the Appellants.

- Please provide all of the documents listed in the index in your amended record on appeal and 14 copies of the complete record on appeal.

Very truly yours,

V. Claire Allen, Deputy

CLERK

cc: Suzanne G. Grigg, Esquire
Kirsten Elena Small, Esquire

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NOV 10 2014
SC Court of Appeals

August 29, 2013

Mr. Arnold Parson, Jr.
Ms. Dazarhea Parson
P.O. Box 776
Mullins, South Carolina 29574

Re: ~~Notice of Appeal~~ in *Anderson Brothers Bank v. Dazarhea Parson, a/k/a Dazarhea D. Parson, a/k/a Dazarhea Monique Daniels Parson, A. Tyrone Parson, Jr. a/k/a Arnold Tyrone Parson, Jr., South Carolina Department of Revenue and South Carolina Department of Motor Vehicles*; Case No. 2013-CP-33-306

Dear Mr. and Ms. Parson:

We have received your Notice of Appeal and Motion to Proceed in Forma Pauperis dated August 26, 2013.

Charleston

Charlotte

Columbia

Greensboro

Greenville

Hilton Head

Myrtle Beach

Raleigh

Please be advised that, pursuant to S.C. Code Ann. § 18-9-170, where the judgment appealed from directs the sale of real property to satisfy a mortgage, the filing of a Notice of Appeal will not stay the sale of the subject matter property. In order to stay the sale of the subject matter property, the appellant must execute a bond, with two sureties, that guarantees (1) while the appellant remains in possession of the subject matter property, the appellant will not commit or suffer to be committed any waste on the subject matter property, and (2) if the judgment is affirmed and the subject matter property is finally sold for less than the judgment debt and costs, then the appellant shall pay for (i) any waste committed on the land and (ii) shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the bond until the time of the sale.

Based on the above, please be advised that, despite the filing of the Notice of Appeal, the subject matter property in this matter is still scheduled to be sold on September 10, 2013, at noon, at the Marion County Courthouse, Marion, South Carolina.

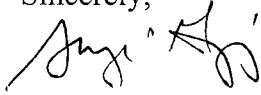
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NOV 10 2014

SC Court of Appeals

Mr. Arnold Parson, Jr.
August 29, 2013
Page 2

Sincerely,

A handwritten signature in black ink, appearing to read 'Suzanne Taylor Graham Grigg', with a stylized flourish at the end.

Suzanne Taylor Graham Grigg

SGG/kab

cc: The Honorable Haigh Porter



NOV 20 2014
US POSTAGE

NOV 20 2014

NEXSEN | PRUET

P. O. Drawer 10648
Greenville SC 29603-0648

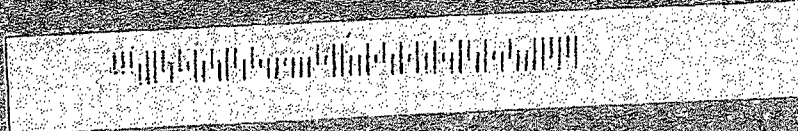
*Rad
Add*

Dazaria Monique Parson
3546 Quail Roost Road
Mullins, SC 29574-7378

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NOV 10 2014

SC Court of Appeals



Postage
10/20/2014
US POSTAGE \$00.98
ZIP 29601
0115 4635376

NEXSEN PRUET

P.O. Drawer 10648
Greenville SC 29603-0648

*Bad
Add*

Arnold Tyrone Parson, Jr.
3546 Quail Roost Road
Mullins, SC 29574-7378

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NOV 10 2014

SC Court of Appeals



South Carolina Court of Appeals

JENNY ABBOTT KITCHINGS, CLERK
POST OFFICE BOX 11629
COLUMBIA, SOUTH CAROLINA 29211

Master

FIRST-CLASS MAIL

09/30/2014

US POSTAGE

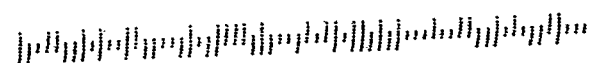
\$00.48



ZIP 29201
011D12602824

A. TYRONE PARSON, JR.
P.O. BOX 776
MULLINS SC 29574

2957430776 B007



SC Court of Appeals

NOV 10 2014

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Exhibit A

Unmarked Payment History
received at trial

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NOV 10 2014

SC Court of Appeals

7/29/13

--REQUEST--

PAGE 1

LOAN#- 680427366 MADE- 4/03/12 AMT- 20900.00 CALRP-1C2A
 TERM- 36 PMTS- 341.67 RATE- 8.7500 OFF-RWE
 TYPE-ESCROW-CMR R/E INSTL NEXT DUE 2/03/13 DOLRTC- 3/05/13
 BANK DISCOUNT .00 DEALER DISCOUNT .00
 BANK REBATE .00 DEALER REBATE .00
 CREDIT LIFE INS .00 A & H INSURANCE .00
 CR. LIFE REBATE .00 A & H REBATE .00
 PD10- 1 PD30- 1 PD60- 1 PD90- 1

1ST MORTGAGE ON PROPERTY LOCATED AT 3546 QUAIL
 ROOST RD, MULLINS, SC 29574 - MARION COUNTY TMS#

DAZARHEA MONIQUE PARSON
 A TYRONE PARSON, JR
 3546 QUAIL ROOST RD
 MULLINS SC 29574

RENEW EXT
 # GUARNTR DEALER #
 HOME PH
 BUS PH 843-409-9086
 SS # 247-79-0421
 CIF # P255418

Loan originated 4/3/12

POSTED	T/C	AMOUNT	BALANCE	DUE FOR	
4/09/12	921	30.06	.00	5/03/12	EFFECTIVE DATE DEBIT INT. ADJ.
4/09/12	29	20,900.00	20,900.00	5/03/12	NEW COMMERCIAL LOAN
4/09/12	81	318.64	20,900.00	5/03/12	ESCROW #1 BALANCE INCREASE
4/09/12	880	341.67	20,900.00		PAYMENT AMOUNT
5/01/12	71	400.00	20,900.00	5/03/12	SIMPLE INT. INSTALLMENT PAYMENT
5/01/12	941	79.67	20,900.00	5/03/12	ESCROW #1 BALANCE INCREASE
5/01/12	941	58.33	20,900.00	6/03/12	ESCROW #1 BALANCE INCREASE
5/01/12	912	140.28	20,900.00	5/03/12	INTEREST PAYMENT SPLIT OUT
5/01/12	914	121.72	20,778.28	5/03/12	PRINCIPAL PAYMENT SPLIT OUT
5/01/12	885	58.33	20,778.28		ENDING PARTIAL PAY AMOUNT
6/01/12	71	341.67	20,778.28	6/03/12	SIMPLE INT. INSTALLMENT PAYMENT
6/01/12	941	21.34	20,778.28	6/03/12	ESCROW #1 BALANCE INCREASE
6/01/12	941	58.33	20,778.28	7/03/12	ESCROW #1 BALANCE INCREASE
6/01/12	912	154.42	20,778.28	6/03/12	INTEREST PAYMENT SPLIT OUT
6/01/12	914	107.58	20,670.70	6/03/12	PRINCIPAL PAYMENT SPLIT OUT
7/05/12	71	341.67	20,670.70	7/03/12	SIMPLE INT. INSTALLMENT PAYMENT
7/05/12	941	21.34	20,670.70	7/03/12	ESCROW #1 BALANCE INCREASE
7/05/12	941	58.33	20,670.70	8/03/12	ESCROW #1 BALANCE INCREASE
7/05/12	912	168.48	20,670.70	7/03/12	INTEREST PAYMENT SPLIT OUT
7/05/12	914	93.52	20,577.18	7/03/12	PRINCIPAL PAYMENT SPLIT OUT
8/03/12	71	341.67	20,577.18	8/03/12	SIMPLE INT. INSTALLMENT PAYMENT
8/03/12	941	21.34	20,577.18	8/03/12	ESCROW #1 BALANCE INCREASE
8/03/12	941	58.33	20,577.18	9/03/12	ESCROW #1 BALANCE INCREASE
8/03/12	912	143.05	20,577.18	8/03/12	INTEREST PAYMENT SPLIT OUT
8/03/12	914	118.95	20,458.23	8/03/12	PRINCIPAL PAYMENT SPLIT OUT
8/31/12	71	341.67	20,458.23	9/03/12	SIMPLE INT. INSTALLMENT PAYMENT
8/31/12	941	21.34	20,458.23	9/03/12	ESCROW #1 BALANCE INCREASE
8/31/12	941	58.33	20,458.23	10/03/12	ESCROW #1 BALANCE INCREASE
8/31/12	912	137.32	20,458.23	9/03/12	INTEREST PAYMENT SPLIT OUT
8/31/12	914	124.68	20,333.55	9/03/12	PRINCIPAL PAYMENT SPLIT OUT
10/03/12	71	341.67	20,333.55	10/03/12	SIMPLE INT. INSTALLMENT PAYMENT
10/03/12	941	21.34	20,333.55	10/03/12	ESCROW #1 BALANCE INCREASE
10/03/12	941	58.33	20,333.55	11/03/12	ESCROW #1 BALANCE INCREASE
10/03/12	912	160.86	20,333.55	10/03/12	INTEREST PAYMENT SPLIT OUT
10/03/12	914	101.14	20,232.41	10/03/12	PRINCIPAL PAYMENT SPLIT OUT
11/13/12	791	341.67	20,232.41	11/03/12	TELEPHONE TRANSFER FROM DDA
11/13/12	941	21.34	20,232.41	11/03/12	ESCROW #1 BALANCE INCREASE

1st payment 5/1/12
 2nd payment 6/1/12
 3rd payment 7/5/12
 4th payment 8/3/12
 5th payment 8/31/12
 6th payment 10/3/12

7/29/13

--REQUEST--

PAGE 2

LOAN#- 680427366 MADE- 4/03/12 AMT- 20900.00 CALRP-1C2A
 TERM- 36 PMTS- 341.67 RATE- 8.7500 OFF-RWE

POSTED	T/C	AMOUNT	BALANCE	DUE FOR	
11/13/12	941	58.33	20,232.41	12/03/12	ESCROW #1 BALANCE INCREASE
11/13/12	912	198.86	20,232.41	11/03/12	INTEREST PAYMENT SPLIT OUT
11/13/12	914	63.14	20,169.27	11/03/12	PRINCIPAL PAYMENT SPLIT OUT
11/13/12	71	341.67	20,169.27	12/03/12	SIMPLE INT. INSTALLMENT PAYMENT
11/13/12	941	21.34	20,169.27	12/03/12	ESCROW #1 BALANCE INCREASE
11/13/12	941	58.33	20,169.27	1/03/13	ESCROW #1 BALANCE INCREASE
11/13/12	914	262.00	19,907.27	12/03/12	PRINCIPAL PAYMENT SPLIT OUT
11/21/12	919	.12	19,907.27	12/03/12	GENERATED ACCRUAL ADJUSTMENT
11/21/12	922	198.86	19,907.27	12/03/12	INTEREST PAYMENT REVERSAL
11/21/12	715	63.14	19,970.41	12/03/12	REVERSED PRINCIPAL CREDIT
11/21/12	841	21.34	19,970.41	12/03/12	ESCROW BAL DECREASE #1
11/21/12	841	58.33	19,970.41	12/03/12	ESCROW BAL DECREASE #1
12/03/12	71	341.67	19,970.41	12/03/12	SIMPLE INT. INSTALLMENT PAYMENT
12/03/12	941	21.34	19,970.41	12/03/12	ESCROW #1 BALANCE INCREASE
12/03/12	941	58.33	19,970.41	1/03/13	ESCROW #1 BALANCE INCREASE
12/03/12	912	262.00	19,970.41	12/03/12	INTEREST PAYMENT SPLIT OUT
1/03/13	71	341.67	19,970.41	1/03/13	SIMPLE INT. INSTALLMENT PAYMENT
1/03/13	941	21.34	19,970.41	1/03/13	ESCROW #1 BALANCE INCREASE
1/03/13	941	58.33	19,970.41	2/03/13	ESCROW #1 BALANCE INCREASE
1/03/13	912	181.02	19,970.41	1/03/13	INTEREST PAYMENT SPLIT OUT
1/03/13	914	80.98	19,889.43	1/03/13	PRINCIPAL PAYMENT SPLIT OUT
1/11/13	931	127.81	19,889.43	2/03/13	ESCROW #1 DISTRIBUTION
2/13/13	804	13.10	19,889.43		LATE CHARGES ASSESSED
2/20/13	932	636.00	19,889.43	2/03/13	ESCROW #2 DISTRIBUTION
3/13/13	804	13.10	19,889.43		LATE CHARGES ASSESSED
3/25/13	891	1	5		STAT CHG
3/25/13	21	386.21	19,889.43	2/03/13	INCREASE SECONDARY ACCRUAL
3/25/13	18	386.21	19,889.43	2/03/13	DECREASE ACCRUED INTEREST
4/12/13	804	13.10	19,889.43		LATE CHARGES ASSESSED
5/13/13	804	13.10	19,889.43		LATE CHARGES ASSESSED
6/13/13	804	13.10	19,889.43		LATE CHARGES ASSESSED
7/12/13	804	13.10	19,889.43		LATE CHARGES ASSESSED
		CURRENT BALANCE	19,889.43		

7th payment 11/13/128th payment 12/3/129th payment 1/3/13

Date of default 3/3/2013 (30 days past due)

---LIFE TO DATE---

---YEAR TO DATE---

PRN CREDIT	1,073.71	9	80.98	1
INTEREST	1,347.43	10	181.02	1
PRIN DEBIT	20,963.14	2	.00	
LATE CHGS	.00		.00	
ESCROW	1,094.00	19	79.67	2
OTHER DR	.00		.00	
OTHER CR	.00		.00	
CL DEBITS	.00		.00	
CL CREDITS	.00		.00	
AH DEBITS	.00		.00	
AH CREDITS	.00		.00	

Electronic Title Copy

Vehicle ID Number	Year	Make	Model	Body Style	Lic Plate	Reg Exp
H801260GLR	2000	DYNA	24X52	MBH		

Weight	New/Used	Title Number	Odometer	State	Date Issued
0	Used	0340247159395		SC	04-19-2012

Full Name of Owner(s)
DAZARHEA MONIQUE DANIELSPARSON
- AND -
ARNOLD TYRONE PARSON JR
3546 QUAIL ROOST RD
MULLINS, SC 295747378

Vehicle Brand(s)

Lien(s)
[Anderson Brothers Bank
PO Box 310
Mullins, SC 29574]*

Odometer Brand(s)

LTN120420-9

*Information has been supplied by the lienholder, not the state titling agency.

EXHIBIT

E

Exhibit B

Un-rebutted Affidavits

RECEIVED
NOV 10 2014
SC Court of Appeals

Certified Statement of Account
Affidavit acknowledgement and FOIA DEMAND
(Article 9 UCC § 9-210)

Arnold Parson Jr/Dazarhea Parson hereby certify and confirm this to be a true and correct statement of accounting as received by your office 6-17-13

On April 3, 2012 a bill of exchange was received by your office in the amount of \$20,900 for the **account receivable number 671082519/ File Number 12-54**. Therefore the accounts receivable should read zero balance. The accounts payable to **account number 671082519/ File Number 12-54** should read \$23,969 in recoupment for loan and overpaid payments. Please correct and adjust all account records.

Please within 14 days approve or correct this statement and provide the following information:

Be advised of this Bankers acceptance of value, and that this is a notice sent pursuant to Article 9 UCC § 9-210 and the Fair Debt Collection Practices Act, 15 USC 1692g Sec. 809

(b) that your claim has now been accepted under the following conditions as certain validations are required.

Anderson Brothers Bank have yet to prove your creditor standing and status and such is required before this matter proceeds in a course requiring Arnold Parson Jr/ Dazarhea Parson to assume the role of debtor. This affidavit serves as proof of creditor status, in that as a result of Arnold Parson Jr/ Dazarhea Parson authority and Arnold Parson Jr/ Dazarhea Parson account you are indebted to ARNOLD PARSON JR/ DAZARHEA PARSON! Due process requires the following:

That Anderson Brothers Bank Provide proof of claim and exhibit the original instrument in accordance with the UCC inter alia, and South Carolina state Law, U.C.C. § 3-501(B)(12), (and any local applicable laws including UCC) inclusive of the genuine original Promissory Note and genuine original allonge(s) showing chain of title, the official accounting ledger, inclusive of the following forms and OMB numbers of the forms to show the record of financial interest in the Promissory Note:

- 1. Proof of claim that you Anderson Brothers Bank are the original Holder in due course, of the aforementioned original debt instrument, and that it is not being un-sold to another party.**
- 2. A copy of actual accounting, original ledger account receivable, accounts payable, and off books balance sheets whereby Anderson Brothers Bank, has incurred a loss as a result of the alleged debt.**
- 3. An invoice (not a statement), for any amount of money allegedly owed to Anderson Brothers Bank by Arnold Parson Jr/ Dazarhea Parson**

4. Provide proof of claim there is any money in circulation is backed by anything of value, by which any debt including this one that lends to the possibility that Anderson Brothers Bank might get paid by way of actual money. And that the value of the bill of exchange was not sufficient to discharge this debt under the following laws:

5. Also provide these further items if associated with this matter in any fashion and or form (if applicable). . .

(a) Federal Reserve form S3 registration statement,

(b) Federal Reserve form 424(b)(5) prospectus,

(c) Federal Reserve form FR 2046 balance sheet(s),

(d) Federal Reserve form FR 2049 balance sheet(s),

(e) Federal Reserve form 2099 balance sheet(s),

(f) The Deed of Trust.

(g) Chain of custody

This is a lawful request in accords with the aforementioned and the following:

U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS..PART 5. DISHONOR
§ 3-501. PRESENTMENT.

pursuant to the Fair Debt Collection Practices Act, 15 USC 1692g Sec. 809 (b) that your claim is disputed and validation is requested.

U.C.C. - ARTICLE 3 - NEGOTIABLE INSTRUMENTS..PART 5. DISHONOR
§ 3-501. PRESENTMENT.

(a) "Presentment" means a demand made by or on behalf of a person entitled to enforce an instrument (i) to pay the instrument made to the drawee or a party obliged to pay the instrument or, in the case of a note or accepted draft payable at a bank, to the bank, or (ii) to accept a draft made to the drawee.

(b) The following rules are subject to Article 4, agreement of the parties, and clearing-house rules and the like:

(2) Upon demand of the person to whom presentment is made, the person making presentment must (i) exhibit the instrument, (ii) give reasonable identification and, if presentment is made on behalf of another person, reasonable evidence of authority to do so, and (iii) sign a receipt on the instrument for any payment made or surrender the instrument if full payment is made.

and in accords with the following laws:

Fair debt collection Practices ACT (FDCPA), 15 U.S.C. § 1692 et seq., 1978 Title VIII of the Consumer Credit Protection ACT of 1978

The Indentured Trust ACT of 1939

HJR 192, 112 Statutes at Large 48, and P.L. 73.10 of 1933

The Securities Exchange Act of 1934

The Fair Credit reporting Act Public Law No. 91-508 enacted in 1970

The Bankruptcy ACT of 1933

12 USC 411, P.L. 97-280

UCC 1-103, 1-308, 2-221, 2-104, 3-415-419, 3-500-510

§ 3-603. TENDER OF PAYMENT.

(a) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument, the effect of tender is governed by principles of law applicable to tender of payment under a simple contract.

(b) If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.

(c) If tender of payment of an amount due on an instrument is made to a person entitled to enforce the instrument, the obligation of the obligor to pay interest after the due date on the amount tendered is discharged. If presentment is required with respect to an instrument and the obligor is able and ready to pay on the due date at every place of payment stated in the instrument, the obligor is deemed to have made tender of payment on the due date to the person entitled to enforce the instrument.

... Any corrections hereto must be submitted in writing, under oath, under the penalty of perjury, and full commercial liability (where otherwise not prohibited by law). Be it noted that your company chose to dishonor the lawful bills of exchange that were in compliance with the above laws, and did so without any indication as to the lack of good faith on your part. In receipt of the Instruments you failed to apply and adjust the account, you further failed to return as required by UCC article 3 the aforementioned instruments and this debt is now discharged by law unless you can provide a LAWFUL rebuttal, supported by affidavit and the aforementioned documentation! You have 14 days to set-off, discharge, and or adjust the account, as required by Law and good-faith. THIS DOCUMENT SHALL SERVE AS LEGAL NOTICE! Each party must assume their proper roles this cancels and annuls any and all adhesion contracts.

By: Administrator for,
UCC 1-308 (old 1-207)

Arnold Parson Jr.
Arnold Parson Jr

By: Administrator for,
UCC 1-308 (old 1-207)

Dazarhea Parson
Dazarhea Parson

The original Creditors of record!

NOTARY

On this date 6-18-2013, a natural man and a natural woman appeared in their true character, who identified themselves as Arnold Parson Jr/ Dazarhea Parson appeared before me Kris F. Nelson, a notary public residing in Marion County, S.C. state and attested to the truth of this affidavit with their oath and autograph.

Kris F. Nelson
Notary Public

MRS. KRIS F. NELSON
SC NOTARY PUBLIC
MCE: 11-25-2018

Commission Expires 11-25-2018

Seal

Arnold Parson Jr /Dazarhea Parson
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

**Affidavit of Obligation
Commercial Lien**
(This is a verified plain statements of fact)

Maxims:

All men and women know that the foundation of law and commerce exists in the telling of the truth, the whole truth, and nothing but the truth.

Truth, as a valid statement of reality, is sovereign in commerce.

An un rebutted affidavit stands as truth in commerce.

An un rebutted affidavit is acted upon as the judgment in commerce.

Guaranteed---All men shall have a remedy by the due course of law. If a remedy does not exist, or if the existing remedy has been subverted, then one may create a remedy for themselves -- and endow it with credibility by expressing it in their affidavit.

Ignorance of the law might be an excuse, but it is not a valid reason for the commission of a crime when the law is easily and readily available to anyone making a reasonable effort to study the law.

A contract founded on an unlawful consideration, or against good morals, is null.

Whoever pays by mistake what he does not owe, may recover it back; but he who pays, knowing he owes nothing; is presumed to give.

A concealed fault is equal to a deceit.

The origin of a thing ought to be inquired into.

The claimant is always bound to prove: the burden of proof lies on him.

A matter must be expressed to be resolved. Legal: "He who fails to assert his rights, has none."

All corporate government is based upon Commercial Affidavits, Commercial Contracts, Commercial Liens and Commercial Distresses. Hence, governments cannot exercise the power to expunge commercial processes.

The Legitimate Political Power of a corporate entity is absolutely dependent upon its possession of Commercial Bonds against Public Hazard -- because no Bond means no responsibility, means no power of Official signature, means no real corporate political power, and means no privilege to operate statutes as the corporate vehicle.

A Security (15 USC) A USSEC Tracer Flag Not a point of Law

The Corporate Legal Power is secondary to Commercial Guarantors. Case law is not a responsible substitute for a Bond.

Municipal corporations, which include cities, counties, states and national governments, have no commercial reality without bonding of the entity, its vehicle (statutes), and its effects (the execution of its rulings).

In commerce, it is a felony for the Officer of a Political/Public Office to not receive and report a Claim to its Bonding Company, and it is a felony for the agent of a Bonding Company to not pay the Claim.

If a Bonding Company does not get a malfeasant public official prosecuted for criminal malpractice within sixty (60) days, then it must pay the full face value of a defaulted Lien process (at 90 days).

Except for a Jury, it is also a fatal offense for any person, even a Judge, to impair or to expunge, without a Counter-Affidavit, any Affidavit or any commercial process based upon an Affidavit.

Judicial non-jury commercial judgments and orders originate from a limited liability entity called a municipal corporation -- hence must be reinforced by a Commercial Affidavit and a Commercial Liability Bond.

A foreclosure by a summary judgment (non-jury) without a commercial bond is a violation of commercial law.

Governments cannot make unbonded rulings or statutes which control commerce, free enterprise citizens, or sole proprietorships without suspending commerce by a general declaration of martial law.

A Security (15 USC)
This is a USSEC Tracer Flag
Not a point of Law

It is tax fraud to use Courts to settle a dispute/controversy which could be settled peacefully outside of, or without the Court.

An official (officer of the court, policeman, etc.) must demonstrate that he/she is individually bonded in order to use a summary process.

An official who impairs, debauches, voids or abridges an obligation of contract or the effect of a commercial lien without proper cause, becomes a lien debtor and his/her property becomes forfeited as the pledge to secure the lien. Pound breach (breach of impoundment) and rescue is a felony.

It is against the law for a Judge to summarily remove, dismiss, dissolve or diminish a Commercial Lien. Only the Lien Claimant or a Jury can dissolve a commercial lien.

Notice to agent is notice to principal; notice to principal is notice to agent.

**A Security (15 USC)
A USSEC Tracer Flag
Not a point of Law**

PUBLIC HAZARD BONDING OF CORPORATE AGENTS

All officials are required by federal, state, and municipal law to provide the name, address and telephone number of their public hazard and malpractice bonding company, and the policy number of the bond and, if required, a copy of the policy describing the bonding coverage of their specific job performance.

Failure to provide this information constitutes corporate and limited liability insurance fraud (15 USC), and is prim-a-facie evidence and grounds to impose a lien upon the official, personally, to secure their public oath and service of office.

Parties:

Arnold Parson Jr/Lien Claimant
Dazarhea Parson/Lien Claimant
c/o Verifier
7729 Batavia Lane
Charlotte, North Carolina [28213]

David Anderson/Lien Debtor
dba CEO of Anderson Brothers Bank
102 North Main Street
Mullins, South Carolina [29574]
(843-464-2860)

Ron Elliott/Lien Debtor
dba Chief Loan Officer for Anderson Brothers Bank
102 North Main Street
Mullins, South Carolina [29574]
(843-464-2860)

Suzanne Taylor Graham Griggs/Lien Debtor
dba Attorney for Anderson Brothers Bank
1230 Main Street Suite [29201]
P.O. Drawer 2426
Columbia, South Carolina [29202]
(803-540-2114)

Others Parties/Lien Debtors
John Does 1-10

The undersigned Affiant(s), Arnold Parson Jr/ Dazarhea Parson, hereinafter "Affiant(s)", does solemnly swear, declare and state as follows:

1. Affiant(s) is competent to state the matters set forth herein.
2. Affiant(s) has knowledge of the facts stated herein.
3. All the facts herein are true, correct and complete, admissible as evidence and if called upon as a witness, Affiant(s) will testify to their veracity.

BOOKED
2013 JUN 18 P 3:47
CLERK OF COURT
JULIAN COUNTY SC
CLERK OF COURT

Allegations:

Allegations arise from the conduct of Lien Debtors in regards to their dishonor.

1. There is no evidence that A Nature of Discovery and Full Disclosure was not received by your office on May 6, 2013 and Affiant(s) believes that no such evidence exists.
2. There is no evidence that an affidavit was not received by your office on May 6, 2013 and Affiant(s) believes that no such evidence exists.
3. There is no evidence that Lien Claimants has not submitted all information and tender required for settlement of debt with Anderson Brothers Bank on April 3, 2012 and Affiant(s) believes that no such evidence exists.
4. There is no evidence that the Lien Claimant has violated, delayed or impeded the administration of Public laws and Affiant(s) believes that no such evidence exists.
5. There is no evidence that the affidavit in the Contract sent February 21, 2013 has been rebutted and Affiant(s) believes that no such evidence exists.
6. There is no evidence that the Lien Debtor has not received a Notice of Fault in Dishonor and Opportunity to Cure on June 10, 2013 and Affiant(s) believes that no such evidence exists.
7. There is no evidence that all interrogatories have been answered under oath and Affiant(s) believes that no such evidence exists.
8. There is no evidence that the Lien Debtors have not granted power of attorney to the Affiant(s) to resolve the matter and Affiant(s) believes that no such evidence exists.
9. There is no evidence that the Lien Debtors through there tacit consent has not agreed to the terms and conditions in the contract and Affiant(s) believes that no such evidence exists.
10. There is no evidence that the Lien Claimant has not had interest in the property

known as certain piece, parcel of lot of land lying and being situate on the southeast side of Quail Roost Drive near the City of Mullins, Marion County, South Carolina. Said lot being shown and designated as Lot No. 34 on a map of Quail Roost Subdivision, Phase 1, by Pittman- Lesson Survey Company dated January 24, 1999, and recorded on lat Book 282, Page 7, Office of Clerk of Court for Marion County. Reference is hereby made to said plat for a more details metes and bounds description. ALSO, that 2000 Dynasty Mobile Home VIN # H801260GL&R located on subject property beginning on May 23, 2008.

Proof of Allegations

1. There is no evidence that A Nature of Discovery and Full Disclosure was not received by your office on May 6, 2013 and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.
2. There is no evidence that an affidavit was not received by your office on May 6, 2013 and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.
3. There is no evidence that Lien Claimants has not submitted all information and tender required for settlement of debt with Anderson Brothers Bank on April 3, 2012 and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.
4. There is no evidence that the Lien Claimant has violated, delayed or impeded the administration of Public laws and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.
5. There is no evidence that the affidavit in the Contract sent February 21, 2013 has been rebutted and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.
6. There is no evidence that the Lien Debtor has not received a Notice of Fault in Dishonor and Opportunity to Cure on June 10, 2013 and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.
7. There is no evidence that all interrogatories have been answered under oath and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.
8. There is no evidence that the Lien Debtors have not granted power of attorney to the Affiant(s) to resolve the matter and Affiant(s) believes that no such evidence exists. If not rebutted it is affirmed.
9. There is no evidence that the Lien Debtors through there tacit consent has not agreed to the terms and conditions in the contract and Affiant(s) believes that no such

evidence exists. If not rebutted it is affirmed.

10. There is no evidence that the Lien Claimant has not had interest in the property known as certain piece, parcel of lot of land lying and being situate on the southeast side of Quail Roost Drive near the City of Mullins, Marion County, South Carolina. Said lot being shown and designated as Lot No. 34 on a map of Quail Roost Subdivision, Phase 1, by Pittman- Lesson Survey Company dated January 24, 1999, and recorded on lat Book 282, Page 7, Office of Clerk of Court for Marion County. Reference is hereby made to said plat for a more details metes and bounds description. ALSO, that 2000 Dynasty Mobile Home VIN # H801260GL&R located on subject property beginning on May 23, 2008. If not rebutted it is affirmed.

Notice is hereby given that Lien Debtors have ten (10) days after receipt of this Affidavit of Obligation to rebut, deny, or otherwise prove invalid the above allegations. Failure to rebut, deny, or otherwise prove any allegations will be construed to be failure to rebut, deny, or otherwise prove all allegations.

Ledgering

Per contract, all payments made payable in troy ounce of 99.9% pure silver dollars or equivalent to functional US dollars.

David Anderson/Lien Debtor-\$72,000

Ron Elliott/Lien Debtor-\$72,000

Suzanne Taylor Graham Griggs-\$28,000

Anderson Brothers Bank-\$23,969-USD ONLY

Surety

ALL PROPERTY INCLUDING BUT NOT LIMITED TO: ALL BANK ACCOUNTS, SAFETY DEPOSIT BOXES, RETIREMENT FUNDS, 801K'S, 401K'S, REAL ESTATE, STOCKS, BONDS, SECURITIES, CASH ON HAND, JEWELRY, HOUSES, LAND, MOTOR VEHICLES, AUTOMOBILES, MOTORHOMES, AIRCRAFT, HOUSEHOLD FURNITURE, GUNS, AMMUNITION, COIN COLLECTIONS, ALL COLLECTIBLE ITEMS, INSURANCE POLICIES, CREDIT CARDS, LINES OF CREDIT, YACHTS AND WATERCRAFT, FARM EQUIPMENT, MACHINERY, TOOLS, EQUIPMENT, HEAVY EQUIPMENT, IMPLEMENTS, BULK GRAINS AND FEEDS, TACKLE, HARNESES, LIQUOR, CROPS, FARM ANIMALS, FARM SUPPLIES, BUILDING MATERIALS, BUISNESSES, OFFICE EQUIPMENT, COMPUTERS, OFFICE SUPPLIES, CORPORATE ASSETS, WATER RIGHTS, MINERAL RIGHTS, OIL AND GAS RIGHTS, INTELLECTUAL PROPERTY, ALL PROPERTY REAL AND INTANGIBLE OF ANDERSON BROTHERS BANK OR ANYTHING OF VALUE AS NEEDED TO SATISFY THIS CLAIM.

We certify on our own commercial liability that we have read the above and we have grounds and do know that it is true, correct and complete, and not misleading, the truth the whole truth, and nothing but the truth.

A Security (15 USC)
A USSEC Tracer Flag
Not a point of Law

UCC 1-308 (old 1-201)

Arnold Parson Jr.

Arnold Parson Jr, in propria persona
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

UCC 1-308 (old 1-201)

Dazarhea Parson

Dazarhea Parson, in propria persona
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

Notary

On this date 6-18-2013, a natural man and a natural woman appeared in their true character, who identified themselves as Arnold Parson Jr/ Dazarhea Parson appeared before me Kris F. Nelson, a notary public residing in Marion County, S.C. state and attested to the truth of this affidavit with their oath and autograph.

Kris F. Nelson
Notary Public

MRS. KRIS F. NELSON
SC NOTARY PUBLIC
MCE: 11-25-2018

Commission Expires 11-25-2018

Seal

**A Security (15 USC)
A USSEC Tracer Flag
Not a point of Law**

CERTIFICATE OF NON-RESPONSE

STATE OF SOUTH CAROLINA)
) ss
COUNTY OF MARION)

PRESENTMENT Be it known, that this certificate of non-response

of Dazarhea Parson/ Arnold Parson Jr In care of P o box 776 Mullins, South Carolina [29574]
Claimant Address

did duly present on June 24, 2013 the attached Affidavit of Obligation dated June 18, 2013

to Suzanne Grigg dba Attorney for Anderson Brothers Bank

c/o Nexsen Pruet, LLC

1230 Main Street, Suite 700 (29201) Post Office Drawer 2426

Columbia, South Carolina [29202]

Respondent(s)

signed by Dazarhea Parson/Arnold Parson Jr requesting Response to Affidavit of Obligation
the time limit having elapsed for a timely response thereto.

DEFAULT Whereupon, the Secured Party(s) signing below, for the reason dishonor by non-response, does publicly and solemnly certify the dishonor as against all parties it may concern by reason of non-response thereof and stipulations therein.

TESTIMONY In testimony of the above, I have signed my name and attached my official seal

UCC 1-308 (old 1-207)

By: Arnold Parson Jr.
Secured Party in propria persona

UCC 1-308 (old 1-207)
By: Dazarhea Parson
Secured Party in propria persona

Date July 9, 2013

**Arnold Parson Jr/ Dazarhea Parson
c/o P O Box 776
Mullins, South Carolina [29574]**

NON-NEGOTIABLE NON-TRANSFERABLE
NOTICE OF FAULT IN DISHONOR and OPPORTUNITY TO CURE

FROM:

Arnold Parson Jr/ Dazarhea Parson
c/o Demetrius Parson
7729 Batavia Lane
Charlotte, North Carolina [28213]
hereinafter referred to as "Account Holder"

TO:

Suzanne Grigg Attorney for Anderson Brothers Bank
c/o Nexsen Pruet, LLC
Columbia, South Carolina [29202]
hereinafter referred to as "Attorney"

DATE:: June 18, 2013

VIA: Certified Mail # 7011 0470 0001 6472 0622

RE: Opportunity to Cure the Fault of Non-Response to Affidavit of Obligation

This is a Notice of Fault and Opportunity to Cure upon the presentments enclosed within The Affidavit of Obligation, received by the Attorney for Anderson Brothers Bank on June 24, 2013 and as evidenced by Certified Mailing # 7011 0470 0001 6472 0622.

By the Allegations contained in that document, since the Account Holder disputed the Account, the Attorney was under obligation to timely and in good faith provide an affidavit rebutting the Affidavit of Obligation pursuant to UCC and FDCPA.

The Attorney's failure to respond to the Affidavit of Obligation places Anderson Brothers Bank at fault. This is the Account Holder's good faith offer to extend the time by an additional three(3) days from date of delivery to give the Attorney/ Anderson Brothers Bank an opportunity to cure the fault, to make the required presentment.

Should the Attorney/ Anderson Brothers Bank fail, refuse or neglect to respond to this Notice of Fault and Opportunity to Cure, the Account Holder will enter a Default Judgement, as second witness, upon the Attorney/ Anderson Brothers Bank.

Of this presentment the Attorney/ Anderson Brothers Bank should take due Notice and heed, and govern oneself accordingly.

Fault: "American Law - Negligence; an error or defect of judgment or of conduct; any deviation from prudence, duty, or rectitude; any shortcoming, or neglect of care or performance resulting from inattention, incapacity, or perversity; a wrong tendency, course, or act; bad faith or mismanagement; neglect of duty." Black's Law Dictionary, 4th Edition, page 738.

Default: "By its derivation, a failure.. An omission of that which ought to be done... Specifically, the omission or failure to perform a legal duty... The term also embraces the idea of dishonesty and of wrongful act." Ibidem, page 505.

NOTICE TO THE PRINCIPAL IS NOTICE TO THE AGENT
NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL
Applicable to all successors and assigns
Silence is Acquiescence

Sincerely and with all rights reserved,

UCC 1-308 (old) - 2071

By: Arnold Parson Jr.
Arnold Parson Jr Secured Party

UCC 1-308 old (1-207)
By: Dazarhea Parson
Dazarhea Parson Secured Party

CERTIFICATE OF NON-RESPONSE/NON-PERFORMANCE

STATE OF NORTH CAROLINA)
) ss
COUNTY OF MECKLENBURG)

PRESENTMENT Be it known, that, the person signing below, a duly Witness, at the request

of Arnold Parson In care of Nation "North Carolina" General- Post Office Six-Seven-Zero-Zero
Claimant Address Charlotte Near [28213-9998]

did duly present on July 15, 2013 the attached NOTICE OF FAULT; AFFIDAVIT OF OBLIGATION dated June 18, 2013

to Suzanne Grigg d/b/a ATTORNEY FOR ANDERSON BROTHERS BANK, C/O NEXSEN PRUET LLC 1230 MAIN STREET, COLUMBIA, SOUTH CAROLINA [29201]
Respondent(s)

signed by Arnold Parson requesting Curing fault by stipulated performance agreement
the time limit having elapsed for a timely response and/or performance thereto.

DEFAULT Whereupon, the Witness signing below, for the reason **dishonor by non-response/non-performance**, does publicly and solemnly certify the dishonor as against all parties it may concern by reason of non-response/non-performance thereof and **stipulations therein**.

NOTICE The undersigned Witness, certifies that on JULY 11, 2013 Notice(s) of Fault were sent to the parties noted below by depositing in a depository of the United States Postal Service within the State indicated herein a sealed envelope containing said Notices(s) directed to the respective person(s) or entity(ies) at the last known corresponding address noted below:

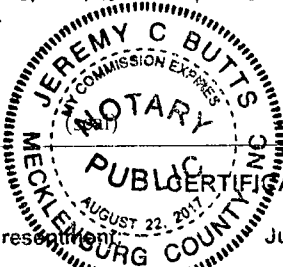
NAME	ADDRESS
<u>Suzanne Grigg</u>	<u>c/o NEXSEN PRUET LLC 1230 MAIN STREET, COLUMBIA, SOUTH CAROLINA [29201]</u>
_____	_____
_____	_____
_____	_____

TESTIMONY In testimony of the above, I have signed my name and attached my official seal

By: Demetrius Parson 

State of North Carolina)
) ss:
County of Mecklenburg)

Subscribed and sworn to (or affirmed) before me on this 29th day of July, 2013, by
Demetrius Parson, proved to me on the basis of satisfactory evidence to be the person who appeared before me.



Jeremy C. Butts
Signature

CERTIFICATION OF DUE PRESENTMENT OF NOTICE UNDER NOTARY SEAL
Date of Presentment July 15, 2013

Notice Presented Under Seal: **AFFIDAVIT OF OBLIGATION**
NOTICE OF FAULT AND OPPORTUNITY TO CURE

Notary's Certification:

The above-noted parties were presented notice under notary seal that certification of non-performance within ten (10) days of postmark would comprise their acceptance of the above-indicated liability as holder(s) in due course of the funds, the time having elapsed for performance thereof, which was refused

Exhibit C

Conflict in Interest with court
And False Claims Communicated
to third parties

RECEIVED

NOV 10 2014

SC Court of Appeals

Vol. 253-104

STATE OF SOUTH CAROLINA
COUNTY OF MARION

DEED
BY
JUDICIAL ORDER
OF
SPECIAL REFEREE

WHEREAS a foreclosure action in the Circuit Court in Marion County, South Carolina by Anderson Brothers Bank, Plaintiff, against Dazarhea Monique Parson, a/k/a Dazarhea D. Parson, a/k/a Dazarhea Monique Daniels Parson, A. Tyfone Parson, Jr. a/k/a Arnold Tyrone Parson, Jr., South Carolina Department of Revenue and South Carolina Department of Motor Vehicles, Defendants, Case No. 2013-CP-33-306 was heard by the Honorable Haigh Porter, Special Referee for Marion County, by an Order of Reference from the Circuit Court; and

WHEREAS the Special Referee did order and decree on August 5, 2013, that the property hereinafter described should be sold at public sale by the said Court on the terms and for the purposes stated in the Special Referee's Order and Judgment of Foreclosure and Sale (the "Order and Decree") filed with the Office of the Clerk of Court for Marion County on August 16, 2013; and

WHEREAS the Special Referee, after public advertisement of the said property as required by law, openly and publicly, at public auction, sold the said property for the highest bid received to Anderson Brothers Bank (the "Grantee") on September 10, 2013, for the credit bid of Nineteen Thousand Dollars and 00/100 (\$19,000.00), which sale remained open for upset bids for a period of thirty (30) days with no upset bids having been received, and the Grantee having paid the costs.

NOW, KNOW ALL MEN, that I, the undersigned Special Referee for Marion County, South Carolina, in consideration of the said bid paid as aforesaid by the Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents, do grant, bargain, sell and release unto said Grantee, its successors and assigns:

130838
October 24 2013
34 (2-24)

130838

All that certain piece, parcel or lot of land lying and being situate on the southeast side of Quail Roost Drive near the City of Mullins, Marion County, South Carolina. Said lot being shown and designated as Lot No. 34 on a map of Quail Roost Subdivision, Phase I, by Pittman-Lesson Survey Company dated January 24, 1999, and recorded in Plat Book 282, Page 7, Office of Clerk of Court for Marion County. Reference is hereby made to said plat for a more detailed metes and bounds description.

Also, that 2000 Dynasty Mobile Home, VIN #H801260GL&R located on subject property .

DERIVATION: This is the same property conveyed to Dazarhea Daniels Parson and A. Tyrone Parson, Jr. by deed from FBSA 1, LLC dated March 28, 2012, recorded April 4, 2012 , in Book 195 at Page 239.

TMS: 034-00-00-255-000

ADDRESS: 3546 Quail Roost Road, Mullins, South Carolina 29574

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining; and all the estate, right, title, claim and interest whatsoever of the parties to the cause aforesaid, and each of them, in and to the same, and of all other persons rightfully claiming from, under, or by these or any of them.

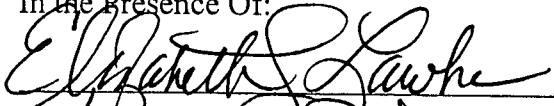
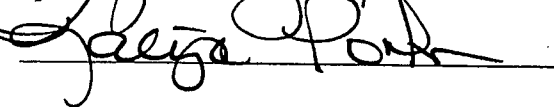
TO HAVE AND TO HOLD, all and singular the premises before mentioned unto said Grantee, its successors and assigns forever.

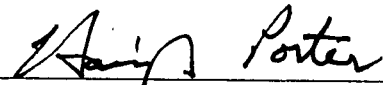
IN WITNESS WHEREOF, I, the Special Referee for Marion County, South Carolina, under and by virtue of the aforesaid Order and Decree, have here unto set my hand and seal, this

16 day of October 2013.

SIGNED, SEALED AND DELIVERED

In the Presence Of:


The Honorable Haigh Porter
Special Referee for Marion County

STATE OF SOUTH CAROLINA

COUNTY OF MARION

PERSONALLY APPEARED before me Elizabeth S. Lawhon and made oath that s/he saw Haigh Porter, Special Referee for Marion County, South Carolina, sign, seal and deliver the within Deed; and, that deponent together with Haigh Porter signed their names as witnesses thereto.

SWORN to and subscribed before me
this 16th day of October 2013.

George Porter (L.S.)
Notary Public for South Carolina
My Commission Expires: 5/2/15

)
) Elizabeth S. Lawhon
) Witness
)
)
)
)

ENTER IN GRANTOR INDEX:

Haigh Porter
Special Referee for Marion County

ENTER IN GRANTEE INDEX:

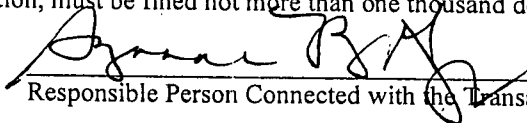
Anderson Brothers Bank
ATTN: S. "Rusty" Richardson, CPA, CCA, EVP
101 N. Main Street
P.O. Box 310
Mullins, SC 29574

RETURN TO:

Suzanne Taylor Graham Grigg, Esquire
NEXSEN PRUET, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202
Attorney for Anderson Brothers Bank

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

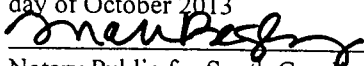
1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is known as 3546 Quail Roost Road, Mullins, South Carolina 29574, bearing Marion County Parcel Number: 034-00-00-255-000. The property was transferred by Deed of The Honorable Haigh Porter, Special Referee for Marion County, S.C. to Anderson Brothers Bank on October 16, 2013.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X _____ exempt from the deed recording fee under exemption #13 (See Information section of affidavit):
Grantee is the Plaintiff in an equity action of foreclosure
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes ___ or No ___ to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Anderson Brothers Bank.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.


Responsible Person Connected with the Transaction

Suzanne Taylor Graham Grigg, Esquire
Print or Type Name Here

SWORN to before me this 22nd

day of October 2013


Notary Public for South Carolina
My Commission Expires: 3/15/20

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

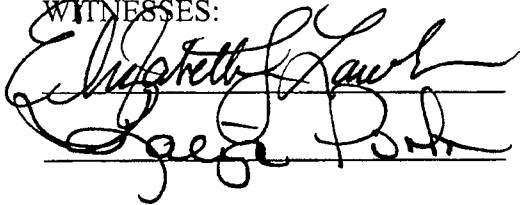
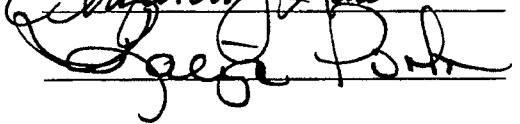
- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim used to confirm title vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

STATE OF SOUTH CAROLINA)
COUNTY OF MARION)

SATISFACTION OF MORTGAGE
AND RELEASE OF LIEN
(MARION COUNTY CIVIL
ACTION NO. 2013-CP-33-306)

I, HAIGH PORTER, as SPECIAL REFEREE for Marion County, South Carolina, pursuant to foreclosure proceedings in the action entitled *Anderson Brothers Bank vs. Dazarhea Monique Parson, a/k/a Dazarhea D. Parson, a/k/a Dazarhea Monique Daniels Parson, A. Tyrone Parson, Jr. a/k/a Arnold Tyrone Parson, Jr., South Carolina Department of Revenue and South Carolina Department of Motor Vehicles*, as appears of record in the Office of the Clerk of Court, Marion County, under Civil Action No. 2013-CP-33-306 do hereby declare lien of mortgage recorded on April 4, 2012, in Book 195 at Page 244, TMS No.: 034-00-00-255-000 (See Judgment Roll No. 2013-194) in the Office of the Marion County Register of Deeds, is released, canceled, and satisfied by sale under foreclosure the 13th day of August, 2013 as to property described as 3546 Quail Roost Road, Mullins, South Carolina 29574 in the mortgage originally given by Dazarhea Monique Parson, a/k/a Dazarhea D. Parson, a/k/a Dazarhea Monique Daniels Parson, A. Tyrone Parson, Jr. a/k/a Arnold Tyrone Parson, Jr. unto Anderson Brothers Bank.

WITNESSES:

Witness my hand and seal this 16th day of

October, 2013

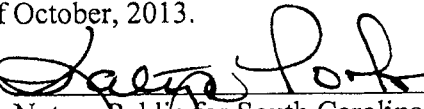
201300036012
Filed for Record in
MARION COUNTY, SC
SHERRY R. RHODES, CLERK OF COURTS
10-24-2013 At 03:36 pm.
SAT MTG 5:00
The Honorable Haigh Porterol 253 Page 109 - 109
Special Referee for Marion County

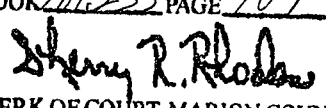
STATE OF SOUTH CAROLINA)
COUNTY OF MARION)

ACKNOWLEDGMENT
S.C. Code Sec. 30-5-30
(Effective January 1, 1995)

I, the undersigned, Notary Public for the State of South Carolina, do hereby certify that Haigh Porter, Special Referee for Marion County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 16th day of October, 2013.


Notary Public for South Carolina
My Commission Expires: 5/2/15

A CERTIFIED COPY OF THE
ORIGINAL FILED IN THIS OFFICE
BOOK 241 PAGE 109

CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

201300036012
NEXSEN FRUET LLC

Exhibit D

Discovery and Full Disclosure
and proof of Service

RECEIVED

NOV 10 2014

SC Court of Appeals

Nature of Discovery and Full Disclosure Conditional Acceptance

Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent

From: Arnold Parson Jr/ Dazarhea Parson
c/o P. O. Box 776
Mullins, South Carolina [29574-9998]

Certified Mail # 7011 0470 0001 6472 0578

Suzanne Grigg
c/o Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina [29202]

To: Attorney for Anderson Brothers Bank

From: Arnold Parson Jr/ Dazarhea Parson

Subject: Nature of Discovery and Full Disclosure

Miss Suzanne Grigg

Please mail or deliver to the Borrower, Arnold Parson Jr/ Dazarhea Parson, the following evidence: Produce the Originals or Certified and Verified Official Copies of the Original Loan - Related Documents (papers, electronic and E-Mails, etc.) as stipulated by law. All of these Loan-related instruments adversely affect the associated 'Case' Numbers 2013-CP-33-306, and 2013-LP-33-043. Anderson Brothers Bank or its Assigns are 'Requested' to schedule a timely Meeting and opportunity for me, my Consul, and /or my CPA to make a thorough Physical Inspection of the following Loan - related Documents, so as to enable the Borrower and his or her Consul, or CPA to physically Examine; to Verify; to Confirm; and to Witness the same for the Record.

This is a Lawful Demand and Request, and is hereby issued under the 'Rules of Discovery' and forwarded to Anderson Brothers Bank or its Assigns, according to Law and the 'Disclosure Rules'. This Request is forwarded to Anderson Brothers Bank, its Agency Personnel, and its Assigns; giving them Notice, and to inform them to set and arrange for a timely Meeting. The borrower will have witnesses present. The Meeting shall be set and concluded to effectuate the above - stated Physical Examinations and Witnessing of the requested Documents; with the same being orderly arranged, satisfied and concluded within Twenty (20) Days of the Receipt of this 'Notice of Discovery and Disclosure'.

Anderson Brothers Bank and its Representatives or its Assigns are requested, 'For The Record' to produce the following Records, Information and Documents related to the Loan, noted with the Account Number 671082519, and file number 12-54, and the related Case Numbers 2013-CP-33-306, and 2013-LP-33-043, which is in controversy. The Discovery is to include of all the interdependent, inter-related, and associated Instruments attached thereto, and covering all the associated files from the initiation of the Loan up and unto the present.

1. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce the 'Original Promissory Note' as lawful proof and evidence exposing the front and the back and marked with the Account Number, 671082519, and file number 12-54, with clear signatures and evidence associated with the Original Loan, indicating the exchange of Substance or Specie alleged to have been issued from your Anderson Brothers Bank and given to the Borrowers Arnold Parson Jr/ Dazarhea Parson.
2. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce any 'Allonge', any 'Bill of Exchange', and any other 'Promissory Note' exposing the front and the back complete with any 'Affixations' or 'Allocations' attached to the original 'Borrower's Promissory Note' and used for 'Endorsements'.
3. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce all Bookkeeping

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CLERK OF COURT MARION COUNTY
SOUTH CAROLINA

Journal Entries associated with the **Loan** bearing the Account Number 671082519, and file number 12-54, and given to the Borrowers Arnold Parson Jr/ Dazarhea Parson. Include the complete names, the addresses, the locations, and the business contacts of all the acting Trustee(s) and / or the Surety Holders.

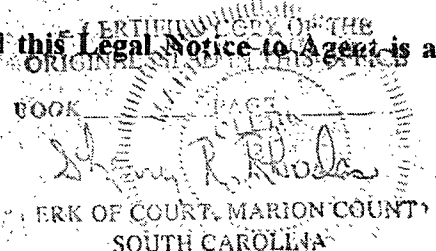
4. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce and to reveal the 'Certificate of Title' associated with the **Original Loan** issued from your Bank / Agency / Company / or Representative(s); and reveal all other notes related in any way to the Borrowers Arnold Parson Jr/ Dazarhea Parson.
5. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce evidence of the 'Insurance Policy' that was put in place on or against the Borrower's 'Promissory Note' and associated with the **Loan** bearing the Account Number 671082519, and file number 12-54.
6. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce all 'Call Reports' and any other related 'Notes' or instruments made or constructed for the entire period covering the **Loan**.
7. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce evidence of the original 'Deposit Slip' issued for the **Deposit** of the Borrower's 'Promissory Note' associated with the **Loan**.
8. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce the 'Original Order' authorizing the withdrawal of **Funds** from the Borrower's 'Promissory Note' Deposit Account.
9. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce the 'Account Number' and source from which the money came to 'Fund' the original 'Check' given to the 'Borrower'.
10. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce 'Verification' evidence, and proof that the Borrower's 'Promissory Note' was a 'Gift' to the 'Lender' from the **Borrower**; and that the same was disclosed to the Borrowers Arnold Parson Jr/ Dazarhea Parson.
11. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce the full and complete 'Name' and the 'Address' of the current 'Holder' of the Borrower's 'Promissory Note' associated with the **Loan**.
12. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce the full and complete 'Names' and the 'Addresses' of the 'Lender's CPA and 'Auditor' or any other holder or record - keeper for the entire period covering the **Execution of the Mortgage or Loan**.

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

I Arnold Parson Jr/ Dazarhea Parson am prepared to meet with you, or your authorized Bank, Company Representative(s), or Assigns forthwith. I will have attentive **Consul/ Council and Witnesses** present, for the **Record**. Anderson Brothers Bank and its Representative(s) or its Assigns have claimed to be a 'Secured Party-of-Interest' in the 'Loan Account' Number, 671082519, and File Number 12-54 and the associated Case Numbers 2013-CP-33-306, and 2013-LP-33-043. Therefore the requisite, obligatory, documented and preserved records of the same are required by law to have been placed in 'Evidence' by the Bank or its Assigns in order to lawfully initiate any court 'Action' Proof and documented evidence of that same evidence is also hereby formally requested.

A failure or any avoidance of complete answers by your Bank, Company, or Loan Officer(s) of Anderson Brothers Bank or its Assigns to 'Respond' to this lawful **Writ**, and a failure to responsibly answer all 12 of the clearly - specified, Loan - related requests herein listed, will be considered an affirmation that your Bank or Company Representative(s) have 'No Interest' and 'No Claims' in the **Loan** matter at hand. Anderson Brothers Bank or Company Representatives are required to answer this **Writ / Request** completely, and are to complete and return the same within the **allotted twenty (20) days of Receipt** of this lawful 'Writ in the Nature of **Discovery and Full Disclosure**'. Any acts of diversion, redirection, or an incomplete or non-answered Response will be considered as an affirmation of disingenuous intent. And the said failure of Response to any or all of the specific twelve (12) above - noted issues shall constitute willful 'Non-Disclosure' and **Default**. Such a failure of full Response will be deemed a 'Dishonor' and a non-answer of this **Notice and Demand for Discovery and Full Disclosure**, voiding all and any claims made by Anderson Brothers Bank or by its Representatives, Agents or Assigns.

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



Ms. Suzanne Grigg, you have twenty (20) days from receipt of this Conditional Acceptance to respond on a point-by-point basis, via sworn affidavit, under your full commercial liability, signing under penalty of perjury that the facts contained therein are true, correct, complete and not misleading. Mere declarations are an insufficient response. Failure to respond will be deemed agreement with this Conditional Acceptance and the facts stated in the attached Affidavit and an inability to prove your claim, thereby indicating that the original information provided was sufficiently provided to settle the debt and was correct, and complete. Acceptance of these terms will also serve as a Power of Attorney regarding these matters including, but not limited to, the ability to remove any notices or placements of lien, or levy, or foreclosure put in place on this account. Please remit any and all payments, overpayments and/or proceeds/penalties, and title due to Dazarhea Parson/ Arnold Parson Jr to the address above.

Sincerely Yours,

Signed: Arnold Parson Jr
Arnold Parson Jr

By: Dazarhea Parson UCC 1-308
Dazarhea Parson Old 1-207

JURAT

State of SC)
County of Marion) ss:

Subscribed and sworn to (or affirmed) before me on this 2nd day of May, 2013, by Arnold Parson Jr, Dazarhea Parson, proved to me on the basis of satisfactory evidence to be the persons who appeared before me

(seal)

[Signature]
Notary Signature

Expiration Date: 2/22/2018

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BOOK PAGE
[Signature]
CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

COMMERCIAL AFFIDAVIT

13-306

The undersigned Affiant, ARNOLD PARSON JR/ DAZARHEA PARSON, hereinafter "Affiant", does solemnly swear, declare and state as follows:

1. Affiant is competent to state the matters set forth herein.
2. Affiant has knowledge of the facts stated herein.
3. All the facts herein are true, correct and complete, admissible as evidence and if called upon as a witness, Affiant will testify to their veracity.

Plain Statement of Facts

4. There is no evidence that ARNOLD PARSON JR/ DAZARHEA PARSON, hereinafter "Borrower", has not submitted all information and tender required for settlement of debt with ANDERSON BROTHERS BANK, hereinafter "Lender", and Affiant believes that no such evidence exists.
5. There is no evidence that the "Borrower" has violated, delayed or impeded the administration of Public laws and Affiant believes that no such evidence exists.
6. There is no evidence that the affidavit in the Courtesy Notice sent February 21, 2013, has been rebutted under UCC 3-501 (presentment) and Affiant believes that no such evidence exists.
7. There is no evidence of the "Lender" not receiving the information submitted to "Lender" on or about February 21, 2013 for the "Borrower" and Affiant believes that no such evidence exists.

IN WITNESS WHEREOF I hereunto set my hand and seal on this 2nd day of May, 2013 and hereby certify all the statements made above are true, correct and complete.

Date: 5-2-13

By: UCC 1-308-001-207 UCC 1-308-011-207
Signed: Dazarhea Parson By: Arnold Parson Jr
Dazarhea Parson Arnold Parson Jr

JURAT

State of SC)
) ss:
County of Main)

Subscribed and sworn to (or affirmed) before me on this 2nd day of May, 2013, by Dazarhea Parson, Arnold Parson Jr, proved to me on the basis of satisfactory evidence to be the persons who appeared before me.

(seal)

[Signature]
Notary Signature

Expiration Date: 2/22/2018

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BOOK PAGE

[Signature]
CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent

Arnold Parson Jr ; Dazarhea Parson
c/o
P.O. Box 776
Mullins, South Carolina [29574-9998]

Certified # 7012 3050 0002 2511 1857

May 30, 2013

Suzanne Taylor Graham Grigg
c/o Nexsen Pruet
P. O Box Drawer 2426
Columbia, South Carolina [29202]

Re: Correspondence Dated May 29th, 2013

Dear Mrs. Suzanne Taylor Graham Grigg:

We have received your letter dated May 29th 2013; however, your letter does not comply with The Discovery and Full Disclosure and Affidavit. With all due respect you being an Attorney at Law you should know that the only response to an Affidavit is an Affidavit of Rebuttal sworn to under Penalty of Perjury on your unlimited Commercial Liability. Also substance has precedents over form and when interrogatories parties ask questions it is the duly right of the served party to respond fully in writing under oath. Therefore your response has been deemed a frivolous response that is insufficient and invalid.

ucc 1-308(01) 1-207
Arnold Parson Jr.
Arnold Parson Jr

ucc 1-308(01) 1-207
By: Dazarhea Parson
Dazarhea Parson

FILED
BOOK _____ PAGE _____
2013 JUN 18 P 3:47
MARION COUNTY SC
CLERK OF SUPERIOR COURT

NOTICE TO AGENT IS NOTICE TO PRINCIPLE AND NOTICE TO PRINCIPLE IS NOTICE TO AGENT

Arnold Parson Jr /Dazarhea Parson
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

July 24, 2013

To Whom It May Concern,

We Arnold Jr and Dazarhea Parson living, breathing flesh and blood natural man and woman will be coming before you in propria persona suri juris as of special appearance to resolve the matter between parties. Reserving all rights under UCC 1-308 (old 1-207) and in accord with UCC 1-103. We waive all benefits and privileges to any hidden contracts. We certify on our own commercial liability that we have read the above and we have grounds and do know that it is true, correct and complete, and not misleading, the truth the whole truth, and nothing but the truth.

Sincerely,

UCC 1-308 (old 1-207)

Arnold Parson Jr.
Arnold Parson Jr, in propria persona
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

UCC 1-308 (old 1-207)

By: Dazarhea Parson
Dazarhea Parson, in propria persona
c/o 320 North Main Street, Suite 776
Mullins, South Carolina [29574]

Exhibit E

Show Cause Hearing Transcript(SCT)

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NOV 10 2014

SC Court of Appeals

State of South Carolina

In Common Pleas Court

County of Marion

Anderson Brothers Bank,

plaintiff,

v.

2013-CP-33-306

Dazarhea Monique Parson a/k/a Dazarhea D. Parson,
et. al.,

defendants.

The Special Referee Foreclosure Hearing
held before:

Honorable Haigh Porter

Wednesday, April 30, 2014
Florence, South Carolina
10:58 a.m. - 12:00 p.m.

The Motion Hearing was taken before Leigh Copeland,
Court Reporter and Notary Public for the State of
South Carolina, at 152 South McQueen Street,
Florence, South Carolina, on Wednesday, April 30,
2014, pursuant to notice and/or agreement, in the
above-entitled cause pending in the above-named
court.

Q & A Court Reporting Services
Post Office Box 4563 (29502)
273 West Evan St. (29501)
Florence, South Carolina
Telephone (843) 673-9845
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A P P E A R A N C E S

For The Plaintiff:
Nexen Pruett
1230 Main Street, Ste 700
Columbia, SC 29201
By: Suzanne G. Grigg, Esq.

For the Defendant:
Pro Se

Also present: Rivers Anderson

I N D E X

No examination

E X H I B I T S

(no exhibits proffered.)

1 THE COURT: This is a Marion County
2 case 2013-CP-33-306, Anderson Brothers Bank,
3 Plaintiff versus Dazarhea -- and I'll stop right
4 there for a minute. Co--- correct me -- I'm -- I've
5 been concerned. Is it Dazarhea or Dazarhea --

6 MS. PARSON: Dazarhea.

7 THE COURT: Dazarhea.

8 MS. PARSON: Dazarhea.

9 THE COURT: I just want to pronounce
10 it right. Dazarhea Monique Parson also known as
11 Dazarhea D. Parson, also known as Dazarhea Monique
12 Daniels Parson, A. Tyrone Parson, Junior, a/k/a
13 Arnold Tyrone Parson, Junior, et al, Defendants.
14 Anderson Brothers Bank, Petitioner versus Dazarhea
15 -- Dazarhea Monique Parson -- the same caption as I
16 just repeated above. This is me -- before me today
17 on a Rule to Show Cause against Dazarhea Monique
18 Parson, also known as Dazarhea D. Parson, also known
19 as Dazarhea Monique Daniels Parson and A. Tyrone --
20 Tyrone Parson, Junior, a/k/a Arnold Tyrone Parson,
21 Junior. This is a -- a Rule to Show Cause hearing
22 for possession of property at 3546 Quail Roost Road,
23 Mullins. This is the outgrowth of a foreclosure
24 action which I previously heard this past year. And
25 Ms. Grigg, I believe you are here on a Rule to Show

1 Cause wanting to gain possession for your client of
2 the property that was sold on September 10th with
3 foreclose -- deficiency sale date of October 10th,
4 2013. Is that correct?

5 MS. GRIGG: That is correct, Your
6 Honor.

7 THE COURT: Okay.

8 MS. GRIGG: Suzanne Grigg on behalf
9 of Anderson Brothers Bank and I have Rivers Anderson
10 who is a -- with the bank as well just here to
11 testify if necessary.

12 THE COURT: Okay. If necessary.

13 MS. GRIGG: I don't expect his
14 testimony to be necessary, but --

15 THE COURT: Yeah, no. All right.
16 Mr. and Mrs. Parson, I realize as I've stated before
17 that you folks are representing yourselves pro se.

18 MR. PARSON: I object to that. We
19 are representing ourselves pro per.

20 THE COURT: Well, Mi--- Mr. Parson,
21 you can call it what you wish. I'm going to call it
22 pro se. That's the term -- that's --

23 MR. PARSON: Objection to the --

24 THE COURT: -- the term I use.

25 MR. PARSON: -- term pro per -- pro

1 per persona --

2 THE COURT: And I think --

3 MR. PARSON: -- sui juris.

4 THE COURT: Well, since I'm the
5 Judge, I'm going to use the -- the -- the short
6 version of a person representing of selves and
7 that's pro se. And that's the end of that. Now --

8 MR. PARSON: I do not agree though.

9 THE COURT: Well, that's fine.

10 MR. PARSON: As long as --

11 THE COURT: Your -- your objection --

12 MR. PARSON: -- I do not agree and I
13 do not accept.

14 THE COURT: -- your objection is
15 noted. I want to make sure you understand -- you
16 and Ms. Parson understand that this is a Rule to
17 Show Cause growing out of -- of -- of the sale of
18 the property. And they are seeking possession. And
19 I would like for the record to reveal that I believe
20 it was on Monday of this week I received a postal
21 package -- and I don't know whether it was delivered
22 by the post office or one of y'all or somebody on
23 your behalf because it was brought up to my desk by
24 my receptionist. So, I don't know who delivered it
25 to my office on Monday -- whether it came through

1 the mail or not. I -- I failed to ask her that. In
2 there -- in this package on top was a form titled
3 Trial by Jury Demanded in Accordance with South
4 Carolina Constitution Article I, Section 14 and
5 Article 7 of the Organic Constitution. I reviewed
6 Article I, Section 14 of the State Constitution. I
7 have no idea in the world what the Organic
8 Constitution is. But I --

9 MR. PARSON: It's a --

10 THE COURT: -- I'm going to take a
11 shot and presume that you might have been referring
12 to the United States Constitution.

13 MR. PARSON: No, the --

14 THE COURT: If you would just --

15 MR. PARSON: -- of the Republic --

16 THE COURT: -- wait until I finish.

17 MR. PARSON: Okay.

18 THE COURT: I'm going to give you a
19 chance to respond to what I'm saying.

20 MR. PARSON: Oh, yes, sir.

21 THE COURT: Now, in a Rule to Show
22 Care -- Cause motion hearing, there is no right to a
23 trial by jury in this state that I'm aware of. I've
24 been practicing now 49 years in September. And I'm
25 not aware of any right to trial by jury. And

1 therefore, I will proceed. I also note that in
2 connection with that, there are other documents here
3 which -- which I won't enumerate them all, but
4 there's something designated a Commercial Affidavit,
5 a Petition for Permanent Injunctive Relief in the
6 Tort Claims based on Newly Found Evidence,
7 Interrogatories, Request for Production and
8 Mandatory Judicial Notice. I will acknowledge to
9 you I have not read all of this word-for-word, but I
10 have quickly looked through it all.

11 MR. PARSON: Uh-huh.

12 THE COURT: And it appears to me that
13 this is all pertaining to the original case which is
14 on a currently I am advised -- is on appeal to the
15 South Carolina Court of Appeals and that a decision
16 has not been rendered by the Court of Appeals. It
17 appears to me that this is all dealing with that and
18 not with the Rule to Show Cause. But I do -- do
19 note for the record the receipt of these documents
20 and will -- I will make sure the Clerk of Court has
21 filed them with her file.

22 MR. PARSON: On the --

23 THE COURT: Now --

24 MR. PARSON: -- Commercial Affidavit
25 is for this par--- particular hearing. It shows

1 that the improper service.

2 THE COURT: Well, I've received -- I
3 believe, Ms. Griggs, you had forwarded me copies of
4 the Affidavits of Service?

5 MS. GRIGG: That's correct, Your
6 Honor.

7 THE COURT: Okay.

8 MS. GRIGG: And Your Honor, just for
9 the record, we attempted -- well, the Order allows
10 us to serve via process server -- private process
11 server or through the Sheriff's Department or by
12 posting the Notice at the property location --

13 MR. PARSON: Your Honor, I object to
14 Miss --

15 THE COURT: Just --

16 MR. PARSON: -- Ms. Griggs even
17 speaking. She's a third party interloper and in the
18 course with Trendy versus Page Lowery, she has no
19 grounds to speak here today.

20 THE COURT: Mr. Parson, let me remind
21 you of something. I think on at least two or more
22 occasions I have suggested to both you and Ms.
23 Parson that you would be well advised to consult
24 with an attorney licensed to practice law in the
25 State of South Carolina. I stand by that. I think

1 I recall previously commenting to you that you get a
2 -- a -- an A plus for trying to be a lawyer without
3 being a lawyer.

4 MR. PARSON: Uh-huh.

5 THE COURT: You've done a lot of
6 research. Whether it's applicable to your case, it
7 does -- does not appear to me to be so. It's
8 obvious you are not trained and I'm saying --
9 telling you again, for the record, that you would be
10 advised even at this stage to consult with a lawyer
11 licensed to practice in South Carolina. Now in
12 glancing through all of this material that I
13 received two days ago and reading in that material,
14 it would appear to me that some of that may have
15 been prepared by a lawyer or a paralegal with a law
16 firm. There's some -- some -- the way some of it's
17 phrased, I would doubt from your research you -- you
18 would have phrased it that way. There's other
19 portions of it I said, well, I believe that he -- he
20 or she phrased it themselves -- by he or she, the
21 two of you. I don't know, but at this point I will
22 again say you would be advised even at this late
23 stage to consult with a lawyer. Whether you do or
24 don't, that's strictly your decision. But as a --
25 as a fellow that's been around the court system for

1 a lot of years, I can't give you legal advice, but I
2 can make to -- give you good common sense advice and
3 I have done that and I won't do it again. But I'm
4 going to give you an opportunity to make some
5 comments, to state your reasons why you don't think
6 I should issue the Wr--- a Writ of Assistance, but
7 when Ms. Griggs is speaking, please do not interrupt
8 her. And I will ask her not to interrupt you when
9 you're speaking. Now, if we can't go forward with
10 that understanding, we got a problem.

11 MR. PARSON: Well, my question to you
12 is --

13 THE COURT: And that's a matter of
14 pure courtesy.

15 MR. PARSON: Okay. Well, I'm asking
16 this question. Do I not have the right to object to
17 anything that she wishes to put on the record?

18 THE COURT: You can object at the
19 appropriate times. Yes, sir. Now, Ms. Grigg,
20 without putting your client on the stand which I
21 don't think is necessary other to and him to testify
22 as to whether he has possession of the property
23 which I be--- I have to presume that he does not.

24 MS. GRIGG: That is correct, Your
25 Honor. I -- I was talking about service if I may go

1 back and speak to service real --

2 THE COURT: Okay.

3 MS. GRIGG: -- real quickly before I
4 was interrupted. Just for the record, the Order
5 issuing the Writ of Assistance stated that service
6 could be done by a private process server, the
7 Sheriff or by posting a notice at the property
8 location. We attempted to serve the Parsons through
9 a private process server. I received a phone call
10 from Marion Brown Detective Agency stating that they
11 were at the property location. They were attempting
12 to serve -- I'm not sure which Defendant it was --
13 but that the person they were attempting to serve
14 only identified themselves as an authorized agent
15 for Mr. Parson. So Mr. Brown did not serve the
16 papers that day. We then forward the document to
17 the Sheriff's Department, but the Parsons were
18 served through the Sheriff's Department and by
19 posting the notice at the property location.

20 THE COURT: And you provided me, I
21 believe, copies of the Affidavit of Personal --

22 MS. GRIGG: That is correct --

23 THE COURT: -- Service --

24 MS. GRIGG: -- Your Honor. I've --

25 THE COURT: -- which I have here in

1 front of me.

2 MS. GRIGG: We did, Your Honor.

3 We've --

4 THE COURT: Okay.

5 MS. GRIGG: -- have since filed the
6 -- the Affidavits of Service from the Sheriff's
7 Department.

8 THE COURT: Okay.

9 MS. GRIGG: We are here today on the
10 Writ of Assistance for the foreclosure order and
11 judgment was entered back in August -- or at --
12 specifically August 5 of 2013. The property went to
13 sale September 10th, 2013. We did seek a
14 deficiency. Since that time, the Defendants have
15 maintained possession of the property. They did
16 file an appeal with the Court of Appeals. They,
17 however, did not post a bond from a company that was
18 licensed by the State of South Carolina. Therefore,
19 the foreclosure sale proceeded as scheduled. We are
20 there today -- we've attempted to obtain possession
21 of the property, but we have been unable to do so.
22 However, the bank was the successful bidder for the
23 property at the foreclosure sale.

24 THE COURT: Okay.

25 MS. GRIGG: So we are asking the

1 Court to order that the Sheriff's Department go in
2 and remove the defendants from the property that
3 they are not supposed to be in any longer.

4 THE COURT: Okay. Mr. Parson and Ms.
5 Parson, do -- have you between the two of you
6 decided on one of you responding or -- or do you
7 both want to respond?

8 MR. PARSON: We may both want to
9 respond as a natural man and a woman, sir.

10 THE COURT: Can you speak up just a
11 little louder?

12 MR. PARSON: We would like to both
13 respond as the natural man and woman here today.

14 THE COURT: All right. As natural
15 man and woman, let me ask you this. Are you A.
16 Tyrone Parson, Junior?

17 MR. PARSON: I am the authorized
18 representative of Arnold Tyrone Parson, Junior and
19 the only one authorized to act in that behalf.

20 THE COURT: Are -- are -- are you
21 telling me you are not A. Tyrone Parson, Junior?

22 MR. PARSON: I'm -- I'm telling you
23 that I am the authorized representative of the legal
24 fiction known as Arnold Tyrone Parson, Junior, sir.

25 THE COURT: I don't want to belabor

1 the point, but I've been under the impression now
2 for over a year in various conferences at the
3 courthouse or here that are you Mr. T--- A. Tyrone
4 Parson, Junior.

5 MR. PARSON: And I am the authorized
6 representative of that legal --

7 THE COURT: Okay.

8 MR. PARSON: -- fiction.

9 THE COURT: Ms. Parson, are you
10 Dazarhea D. Parson?

11 MS. PARSON: I'm the authorized
12 representative for the legal fiction.

13 THE COURT: Well, let me ask you
14 this. I want to make sure I have the right people
15 in front of me. Do you have a driver's license?

16 MR. PARSON: I have Arnold's driver's
17 license.

18 THE COURT: A what?

19 MR. PARSON: And we -- I have the
20 legal fiction Arnold's driver's license, sir.

21 THE COURT: Do you have a driver's
22 license, Ms. Parson?

23 MS. PARSON: I have the legal fiction
24 Dazarhea Parson's driver's license.

25 THE COURT: I -- I -- I don't know

1 where you folks are getting all this -- that this
2 gobble di goop from. But I'm going forward -- let
3 this go forward on the basis that you people are the
4 named defendants. If you want to call yourselves a
5 designated representative or whatever it -- you want
6 to call it. That's fine. But since I -- it -- it
7 -- this is not a case of your coming in here for the
8 first time or my having seen you before for the
9 first time. This is not the first time and I've
10 always been under the impression that you have been
11 the named defendants. I'm going to proceed on that
12 basis. I don't think --

13 MR. PARSON: I'd like to object --

14 THE COURT: -- I don't think --

15 MR. PARSON: -- on that fact.

16 THE COURT: I don't think it would be
17 in error on my part to presume that y'all are. If
18 you want to call yourself the designated
19 representative or authorized representative, that's
20 fine with me.

21 MR. PARSON: Well, would it be an
22 error of the court --

23 THE COURT: Now --

24 MR. PARSON: -- to allow --

25 THE COURT: -- this -- this is --

1 MR. PARSON: -- suit to be brought in
2 the name of a fictitious party?

3 THE COURT: Say -- say it again.

4 MR. PARSON: Would it be an error of
5 the court to allow a suit to be brought in the name
6 of a fictitious party?

7 MS. GRIGG: Objection, Your Honor.
8 That is matter --

9 MR. PARSON: Would it be a contempt
10 of court?

11 MS. GRIGG: -- for the Court of
12 Appeals. That issue has been raised with the Court
13 of Appeals.

14 MR. PARSON: And have -- I -- I -- I
15 would like to object to that. It has not been
16 raised with the Court of Appeals because it is newly
17 found evidence and it is right here evident in the
18 --

19 THE COURT: Mr. Parson, I'm making a
20 ruling --

21 MR. PARSON: It's --

22 THE COURT: -- today. My first
23 ruling today and whether I make any other -- no --
24 no, my first ruling today is you can call yourself
25 whatever you want to, but I'm taking the position

1 that you are A. Tyrone Parson, Junior, also known as
2 Arnold Tyrone Parson, Junior and that your wife
3 sitting to your right is Dazarhea Monique Parson,
4 also known as Dazarhea D. Parson, also known as
5 Dazarhea Monique Daniels Parson. Now --

6 MR. PARSON: We'll treat it with that
7 --

8 THE COURT: -- with that --

9 MR. PARSON: -- we are the authorized
10 representatives --

11 THE COURT: That's fine.

12 MR. PARSON: -- of the --

13 THE COURT: Now, as authorized
14 representative or if that's what you want to call
15 yourself, its incumbent upon you to show cause why I
16 should not issue a Wr--- a Writ of Assistance
17 directing the Sheriff of Marion County to give the
18 bank as purchaser of the property at a foreclosure
19 sale, right of possession. And I'm wide open for a
20 -- a -- a -- for you -- to hear your response as to
21 why you think they might should not have a -- a writ
22 issued.

23 MR. PARSON: There are several
24 different --

25 THE COURT: Now, I've got a wide open

1 mind --

2 MR. PARSON: -- reasons that I would
3 like to put onto the record of why they should not
4 be allowed to have the possession of the property
5 today here, sir.

6 THE COURT: Yes, sir.

7 MR. PARSON: One is that it is an
8 open dispute in the Court of Appeals as you
9 previously stated whereas if it was reversed, it
10 could bring irreparable harm to us if they were to
11 sell -- take the property from us and sell it.
12 Whereas, a final decision has not been rendered in
13 -- in accords to South Carolina 18-9180, the state
14 of pro--- proceedings upon execution of a bond or
15 perfection of appeal which produced and that -- that
16 the matter is not affected. It must produce that
17 the matter is not going to be effected by the
18 judgment or -- or from appeal. Whereas, this
19 judgment here would be effecting that judgment
20 because we would be deprived by our due process
21 rights of law under the Constitution in order to
22 have our property -- and have it -- by having our
23 property taken from us. It would -- our rights
24 would be violated in that manner. Or -- and that's
25 just one reason. Another reason was, a bond was

1 delivered to the Clerk and it was requested that if
2 there is any defects in the bond -- being that it
3 would not be accepted or were -- if there was a
4 dishonor issued from the drawee, that it would need
5 to be noticed and returned back to the maker. It
6 has not been done yet so it has been deemed that the
7 bond is accepted by the laws of acceptance in the
8 offerance.

9 THE COURT: I ruled on the -- on that
10 question a long time ago that that was not a valid
11 bond.

12 MR. PARSON: But why was --

13 THE COURT: Go ahead -- go ahead with
14 your --

15 MR. PARSON: -- there's the question
16 of --

17 THE COURT: -- go ahead with your
18 next issue.

19 MR. PARSON: The law states that that
20 it is a valid bond and it was accepted. It was not
21 returned. Therefore, it is deemed accepted through
22 the laws of acceptance. If not accepted, then it is
23 considered a discharge. Whereas, the discharge
24 means that there is no debt. Am I not correct on
25 that if it is not accepted? Can -- can they accept

1 in--- can they demand any type of payment in any
2 type of currency?

3 THE COURT: Mister -- Mr. Parson, I
4 advised you and Ms. Parson, I think, on probably
5 more than one occasion -- the one specific occasion
6 I recall advising you which was several days before
7 the sale of the property in the hallway right
8 outside of the Office of the Clerk of Court for
9 Marion County -- and my memory is not real good
10 anymore, but I happen to remember this -- and I
11 advised you that the bond was not acceptable. It
12 was not a -- a bond that I felt would be recognized
13 by any Clerk of Court or judge in the state of South
14 Carolina.

15 MR. PARSON: But it was and it was
16 accepted --

17 THE COURT: No, sir.

18 MR. PARSON: -- and it was not
19 returned. Why would not -- would it not be returned
20 if it's not --

21 THE COURT: It was not -- it was not
22 accepted. It was filed, but it wasn't accepted.
23 You -- you delivered it --

24 MR. PARSON: Well, who did not accept
25 it?

1 THE COURT: -- to the Clerk of
2 Court's office, but it was not accepted. I turned
3 it down.

4 MR. PARSON: Eight nine -- it not --
5 order -- South Carolina Annotated Code says at
6 89-160, the statement -- the stating of the judgment
7 to execute a conveyance where it is delivered to the
8 clerk. It does not say whether it has to be
9 accepted. It says that it is accepted when it is --
10 is delivered to the clerk --

11 THE COURT: Okay.

12 MR. PARSON: -- and by to the clerk.

13 THE COURT: Go ahead with your next
14 --

15 MR. PARSON: The next -- the next
16 issue is the process of the serving. Where process
17 of the serving is not made pursuant to the South --
18 to the Supreme Court Rules -- Ja--- Jazbo versus
19 Bacon, that it is not -- it is improper and does
20 stand in all judgments rendered from that is void.
21 Not only voidable, but void. Next -- next
22 particular reason is that Anderson Brothers Bank is
23 a fictitious entity. Being a fictitious entity,
24 they can only be a fictitious party. And being a
25 fictitious party, it clearly states in the law that

1 it is a contempt of court for a suit to be brought
2 in the name of a fictitious party.

3 THE COURT: Could you give me your
4 definition of a fictitious party?

5 MR. PARSON: Artificial, not real,
6 not natural, not human. And they are not the real
7 party of interest. And then along with the -- the
8 corporate alter ego, they are to be construed as --
9 the stockholders are the owner and real party in
10 interest of it and not the bank -- not the
11 fictitious entity made in the name of the
12 stockholders to the -- for the stockholders to
13 operate and do business in accordance to the law.

14 THE COURT: Let me ask you this as a
15 -- just as a hypothetical. Would you consider --
16 I'm trying to think of a local industry -- DuPont's
17 close down here. But do you consider DuPont, you
18 know, they used to have a big plant out right off of
19 the Marion Highway between here and the river.
20 Would -- would that be a fictitious party?

21 MR. PARSON: Does Du--- could you --
22 I'm not --

23 THE COURT: Are you familiar with a
24 company called DuPont?

25 MR. PARSON: No, sir. I'm not

1 familiar --

2 THE COURT: A manufacturing --

3 MR. PARSON: -- with it.

4 THE COURT: -- company.

5 MR. PARSON: It's a manufacturing
6 company -- with that, I'm not familiar with it.

7 THE COURT: Okay.

8 MR. PARSON: But if that -- if they
9 --

10 THE COURT: All right. And that --

11 MR. PARSON: -- are a corporation
12 which mean they would be a fictitious entity.

13 THE COURT: Okay.

14 MR. PARSON: I'm not exactly sure
15 about that. But the next reason is lack of
16 consideration. They lacked consideration. It was
17 explained to us that the loan was granted to us for
18 the --

19 THE COURT: Okay.

20 MR. PARSON: -- it was explained and
21 I have evidence in the transcripts that were taken
22 from the case that we have had prior here, then it
23 was explained to us that the 20,900 dollars -- and
24 it was the consideration in exchange of the
25 promissory note of which I have evidence in the real

1 estate of mortgage, that it is stated that they gave
2 only three dollars in consideration of which we
3 never received the three dollars that they said they
4 considered giving us.

5 THE COURT: Okay.

6 MR. PARSON: And I have -- I have
7 evidential --

8 THE COURT: Okay.

9 MR. PARSON: -- proof of that as
10 well.

11 THE COURT: The next item.

12 MR. PARSON: It is a defective
13 petition -- Brown versus Vancuren. It is fraud
14 permitted -- it is a fraud committed in the
15 procurement of the jurisdiction. Freeman ver---
16 Freeman Brothers versus -- Freeman Brothers
17 Furniture versus Department of Revenue. It is a
18 fraud upon the court in re Village of Wellbrook. A
19 judge does not follow statutory procedure.
20 Armstrong versus Albachino. Violation of due
21 process, Johnson versus Zerbst -- pardon me if I
22 said it wrong. It is spelled Z-E-R-B-S-T. Also, if
23 the court exceeds its statutory authority R--- R---
24 pardon me, I'm not -- know -- know if I'm going to
25 spell it right -- I mean, say it right so I would

1 like to spell it -- R-O-S-E-N-S-T-I-E-L versus
2 R-O-S-E-N-S-T-I-E-L. These are authorities from
3 Supreme Courts and Appellant Court rulings and it is
4 evidence here in this particular proceeding which
5 can be shown in the transcripts as well as by the
6 fictitious plaintiff filings as well as the third
7 party interloper filings who has no firsthand
8 knowledge -- and Mrs. Grigg's information should
9 have never been entered into the record, her not
10 having firsthand knowledge and not having bonafide
11 firsthand knowledge of any -- any signatures in the
12 contracts or of any agreements in the contracts.

13 THE COURT: Okay. Your next item.

14 MR. PARSON: In accords with the
15 constitution --

16 THE COURT: And I think on that one
17 you just read, that all goes back to the merits of
18 the first case which is on appeal. Not the first
19 case, but the original case which is on appeal.

20 MR. PARSON: Even -- even with the --
21 no, sir. All of this wasn't. The process -- the
22 service where the process was made, pertains to this
23 hearing right here.

24 THE COURT: It would to this hearing.

25 MR. PARSON: Okay. Proper notice not

1 given to all parties by the moving. It would
2 pertain to this hearing. Where the order --
3 judgment is based on a void order or judgment which
4 it is apparent -- if the -- well, that may be
5 considered, but I do not believe that it will be
6 considered as go--- be of dealing with the other
7 case. I believe it has very much relevance here
8 today, sir. Because this judgment is being -- this
9 hearing is only being held in lieu of that case.

10 THE COURT: Next item.

11 MR. PARSON: A national bank cannot
12 lend its credit to another by becoming surety,
13 endorser, or grantor for him by such acts. It is
14 Ultra Vires. Me--- Merchants Bank versus Beard --
15 Be--- Beard. And again, like I said, it is a
16 contempt of court for -- for a claim to be brought
17 in the name of a fictitious entity or fictitious
18 party of which Anderson Brothers Bank is.

19 THE COURT: Now, are those -- are
20 those your responses?

21 MR. PARSON: Those are -- are all of
22 my responses, sir. As well as I would like to enter
23 into the record the commercial affidavit of the
24 service that was not rendered properly of which you
25 have a copy of I'm sure.

1 THE COURT: Okay. Anything else?

2 MR. PARSON: And in accordance with
3 Rule 8(f) of South Carolina Rules of Civil
4 Procedures, all pleadings should be construed as to
5 the substantial justice to all parties being
6 substance over the form being that we are lay also
7 in accordance with Haines versus Kerner.

8 THE COURT: Okay. And I believe you
9 have that set out in here.

10 MR. PARSON: And I would also like to
11 state that a man's home -- in accordance with the
12 Constitution, a man's home is inviolable unless
13 convicted of a crime of which one -- of which we
14 have not been convicted of. And I also would like
15 to take in effect the Rules 1003, a duplicate is
16 admissible to the same extent as an original unless
17 a genuine question is raised as to the authenticity
18 of the original or in circumstances where it would
19 be unfair to admit a duplicate of the original in
20 lieu -- in lieu of the original party. And one
21 moment. Anything else that you feel that we need
22 put on the record?

23 MS. PARSON: Just one minute.

24 THE COURT: It looks the storm is
25 arriving. I brought an umbrella today, but I left

1 it in the car, I think.

2 MS. GRIGG: My raincoat's in the car.

3 MR. PARSON: I would also like to add
4 a national bank has no power to lend its credit to
5 any person or corporation -- Borne versus Needles
6 National Bank. I would also like to add a bank may
7 not lend its credit to another even though such a
8 transaction turns out to have been for the benefit
9 to the bank. In support of this, a list of cases
10 are cited.

11 THE COURT: Excuse me a minute. I
12 think you -- you are citing to me things now that
13 are not applicable for the purposes of this hearing,
14 but go ahead.

15 MR. PARSON: It has been settled
16 beyond controversy that national banks under federal
17 law being limited in its powers and capacity cannot
18 lend its credit by guaranteeing the debts of
19 another. All such contracts entered into by its
20 officers are ultra vires. Howard versus Foster --
21 Howard and Foster Company versus Citizens National
22 Bank of Union. A bank is not holder in due course
23 upon merely crediting the depositor's account.
24 Bankers Trust versus Naggler. A promise to pay
25 cannot by argument, however ingenuous, be made the

1 equivalent of actual payment. Christian versus B.B.
2 There is no doubt, but what the law is that the
3 national bank cannot lend its credit or become an --
4 an accommodation endorser.

5 MS. GRIGG: For the record, I -- do
6 object to this line of whatever this line of
7 argument is. I just wanted to do it for the record.
8 I'm not trying to interrupt, but I wanted to note my
9 objections for the record.

10 THE COURT: Objection noted and the
11 court -- it doesn't follow why he is trying to cite
12 all these particular cases at this time, because
13 they deal with -- they don't deal with the issuance
14 of a writ of assistance.

15 MR. PARSON: Well, I just request
16 that those that do deal with it, they be observed
17 and those that don't, then excuse, so. And then I
18 have nothing further than like I said, the
19 Constitution very clearly states that for Section
20 III, privileges and immunity, due process and equal
21 protection of the law, the privileges immunities of
22 citizens of this State which I am a state citizen
23 and not a United States citizen. I have expatriate,
24 repatriate to the republic.

25 THE COURT: To the do who?

1 MR. PARSON: To the republic.

2 THE COURT: The republic of what?

3 MR. PARSON: Of the -- of the United
4 States of America -- the republic. I have
5 expatriated out of the United States democracy and
6 into the republic. I am not a United States
7 citizen. I am a state citizen. South Carolina is
8 my country.

9 THE COURT: Mr. Parson, there are a
10 lot of people that would probably like to agree with
11 that theory. But unfortunate, that -- that I don't
12 believe is the law.

13 MR. PARSON: The law clearly states
14 that you can be a citizen of a state and not of the
15 United States.

16 MS. PARSON: United States is nothing
17 --

18 THE COURT: That's a new --

19 MS. PARSON: -- more than a
20 corporation in the course of U.S. --

21 MR. PARSON: 28 U.S.C.

22 THE COURT: Well, I wouldn't be too
23 vocal about all that because immigration people
24 might say well, gosh, he's not a citizen -- he's not
25 here.

1 MR. PARSON: I am a state citizen. I
2 was born in South --

3 THE COURT: Okay.

4 MR. PARSON: I was born in the State,
5 but I am not a citizen of the United States. And by
6 law I have that right.

7 THE COURT: Have you renounced your
8 citizenship with the government?

9 MR. PARSON: I have documents for
10 that. Yes, sir. With -- I can get those to you
11 within maybe a few hours after leaving here. I
12 could fax them over if you would like.

13 THE COURT: That's not necessary. I
14 had just wondered if you'd renounced your
15 citizenship and declared your citizenship of some
16 foreign country.

17 MR. PARSON: The states are foreign
18 to another, aren't they? In accordance to corporate
19 jurisd---

20 THE COURT: Yeah, when it comes to
21 citizenship, you are a citizen of the United States
22 of America. You reside in South Carolina.

23 MR. PARSON: I am a citizen of South
24 Carolina and not of the United States of America.

25 THE COURT: Okay. Go ahead.

1 MR. PARSON: A corporation.

2 THE COURT: Anything else?

3 MR. PARSON: No, yeah -- and all --
4 and the last thing is just the -- the commercial
5 affidavit.

6 THE COURT: And I have read that.

7 MR. PARSON: Where -- and it clearly
8 states in the affidavit that the Sheriff stated that
9 the server was acting unlawful by throwing the
10 papers on the ground and not properly serving. The
11 papers were thrown --

12 MS. PARSON: And we waived the
13 signing of it.

14 MR. PARSON: -- on the ground and
15 they were -- had to be caught and ran down the --
16 muddy and from dog prints --

17 THE COURT: Do --

18 MR. PARSON: -- of which we have is a
19 offer of proof --

20 THE COURT: Do you --

21 MR. PARSON: -- a video.

22 THE COURT: Did you see him put --
23 throw the papers on the ground?

24 MR. PARSON: Yes, sir. I did see him
25 throw --

1 THE COURT: Did -- did your --

2 MR. PARSON: -- the papers.

3 THE COURT: -- wife see him show --
4 throw them down?

5 MR. PARSON: My wife and my kids were
6 just pulling up when he did it.

7 THE COURT: Did he leave them there?

8 MR. PARSON: Yes, he did leave them
9 on the --

10 THE COURT: As a --

11 MR. PARSON: -- ground.

12 THE COURT: -- as a result of your
13 seeing those papers, did you look at them?

14 MR. PARSON: As a result of those
15 papers being on the ground, I called the Sheriff
16 Department of which they Sheriff Department told me
17 -- asked me to pick up the papers of which I told
18 him that I would not want to pick up the papers
19 because it may be deemed as I have been served of
20 the notice and whereas, the officer has clearly
21 stated that they would not be deemed as being served
22 because nothing was being signed or anything. So if
23 you can pick up the papers and allow me to know what
24 the papers said on them, I can give you the
25 information of who served the papers, wherefore, you

1 can come down and file your claim. Which a claim
2 has been filed along -- it is being filed along with
3 the affidavit here today.

4 THE COURT: Okay. As a result of --
5 of --

6 MR. PARSON: And we are not here
7 voluntarily. We are here by special appearance
8 only. The only way we could be considered to be
9 here by voluntary -- by as voluntary appearance is
10 to be that there would be no consequence if we did
11 not appear. We appearing specially on the matter
12 and in the course of corporate juris secundum where
13 it says -- Volume 49 -- where it says that if the
14 process of service as well as they're not here
15 voluntarily, any judgments granted would be void.

16 THE COURT: Backtracking a moment.

17 MR. PARSON: Uh-huh.

18 THE COURT: The papers were on the
19 ground.

20 MR. PARSON: Yes, sir.

21 THE COURT: You picked them up?

22 MR. PARSON: Only on -- by -- by
23 request of --

24 THE COURT: I didn't ask --

25 MR. PARSON: -- the officer.

1 THE COURT: -- you why. Well, you --
2 did you pick them up?

3 MR. PARSON: Yes, sir. I did but as
4 the reasons I picked them up was -- was what I
5 disclosed that it would not be of consequence if I
6 picked them up, yes.

7 THE COURT: That --

8 MR. PARSON: As that is the only
9 reason why.

10 THE COURT: As --

11 MR. PARSON: The only reason.

12 THE COURT: -- as a result of picking
13 those papers up, you knew there was a designated
14 hearing date and time?

15 MR. PARSON: But they were not served
16 properly.

17 THE COURT: I didn't ask that. I
18 asked did you knew that because you --

19 MR. PARSON: I was -- I was -- I had
20 seen that and I wanted to be here to -- as a special
21 appearance and so that nothing goes against --
22 judgment would be not granted against me as the case
23 I was not here.

24 THE COURT: So as a result of that,
25 you did appear and that is you sitting there in that

1 chair and right opposite me today.

2 MR. PARSON: I am the authorized
3 representative appearing here. Yes, sir. I am.

4 THE COURT: Okay.

5 MR. PARSON: Of behalf of the legal
6 fiction.

7 THE COURT: Okay. Anything else
8 further from you?

9 MR. PARSON: (no verbal answer.)

10 THE COURT: Okay. Ms. Parson, is
11 there anything -- you've been sitting right next to
12 your husband just as right throughout this
13 recitation. Now, is there anything that -- that he
14 has said that you disagree with?

15 MS. PARSON: Huh-uh.

16 THE COURT: Would you answer yes or
17 no?

18 MS. PARSON: No.

19 THE COURT: Is there anything that
20 you would like to add to -- not re--- not -- so it
21 won't be repetitive, but is there anything that you
22 would like to add to what he said?

23 MS. PARSON: I just want to know was
24 there a lawful consideration given.

25 THE COURT: I'm sorry.

1 MS. PARSON: I just want to know was
2 there a lawful consideration given for this
3 purported loan.

4 THE COURT: Okay. That goes back to
5 the case that's on appeal. We're not here on that
6 today.

7 MS. PARSON: Okay. No, that's not on
8 appeal, right. And we have pleadings that have been
9 filed since May 2nd of 2013 that has not been looked
10 at towards the substance versus the form of it.

11 THE COURT: Okay.

12 MS. PARSON: That we still have yet
13 got answers to. And this has been an ongoing
14 proceeding without the proper questions being
15 answered.

16 THE COURT: Okay. A--- a--- again,
17 that goes back to why I said you --

18 MR. PARSON: We also have --

19 THE COURT: -- on occasion, it would
20 be a good --

21 MR. PARSON: -- substantive --

22 THE COURT: -- idea to have a -- a --
23 a licensed lawyer to advise you.

24 MR. PARSON: Well, we have a
25 self-executing judgment as well via a affidavit of

1 obligation that has been un rebutted since prior to
2 the hear--- the trial hearing.

3 THE COURT: All right. Is anything
4 any further that you want to --

5 MS. PARSON: There was also an
6 objection to your hearing --

7 THE COURT: Wait --

8 MR. PARSON: Hold on -- hold on --
9 hold on.

10 THE COURT: Excuse me, is there
11 something else you wanted to add, Miss -- Ms.
12 Parson?

13 MR. PARSON: There was objection to
14 the hearing that was held on July 29th and an
15 objection to the hearing -- do you have that?

16 MS. PARSON: It's in there, the last
17 two pages.

18 MR. PARSON: The objection to the
19 hearing was in -- objection to the Master-in-Equity
20 in accordance to South Carolina Civil Procedure Rule
21 53, September 1st, 2002 Amended. Also, in accord
22 with South Carolina Civil Procedure Rule 38. And
23 this is -- is -- if and then the court will allow
24 the fact that if I picked up the papers and noted
25 that the papers were there to stand as serving, then

1 the court must acknowledge and allow the fact as
2 under equal protection of the law that being that
3 Ms. Griggs knew about it, whether or not it was sent
4 to her, she knew about the objection. Therefore, it
5 should have been recognized.

6 THE COURT: Okay. Ms. Parson, is
7 there anything else you would like to add?

8 MS. PARSON: There we have a
9 unrebutted affidavit of a certified statement of
10 account in accordance with 92-10 of the U.C.C. that
11 has yet to have been rebutted that Ms. Griggs is in
12 receipt of as well.

13 MR. PARSON: We'd like to put that on
14 the record. It shows that we do not -- that they
15 owe us 23,000 and we don't owe them --

16 THE COURT: All right. I believe
17 that --

18 MR. PARSON: -- anything.

19 THE COURT: -- I believe this is
20 something that should have come in at the original
21 hearing.

22 MS. PARSON: Everything's already --

23 MS. GRIGG: Objection to --

24 MR. PARSON: That was there at the
25 original hearing and we discussed the correspondence

1 in the original hearing and this is a part of the
2 correspondence --

3 THE COURT: Okay.

4 MR. PARSON: -- that went back and
5 forth between me and Mrs. Griggs there.

6 THE COURT: I'll let you note that it
7 was filed with the court record and --

8 MS. PARSON: And the --

9 MR. PARSON: It was in -- well, let
10 it be noted that it was filed in the court record
11 and that -- and that it can be referenced in the
12 transcripts as the -- discussing the correspondence
13 between the parties.

14 MS. PARSON: And the accounting that
15 was brought during the original proceedings was for
16 the payment history. It was not for --

17 MR. PARSON: The file --

18 MS. PARSON: -- the -- that the file
19 number dealing with the loan with the -- numbers
20 1254. That's the only account that she brought.
21 And she agreed to let us --

22 MR. PARSON: She agreed and we have
23 --

24 MS. PARSON: -- let us -- she does
25 have them.

1 MR. PARSON: -- and we have --

2 THE COURT: We didn't --

3 MR. PARSON: -- we have proof from --

4 THE COURT: You --

5 MR. PARSON: -- correspondence that
6 she agreed to bring the accounting. She only
7 brought the accounting for the account number and
8 she did not bring the accounting for the file number
9 512-54 which encompasses the -- the promissory note
10 and loan.

11 MS. PARSON: And all of this
12 referenced in the nature of full discovery that we
13 -- we never -- we got served of the summons -- of
14 the foreclosure on May 1st. This was filed and sent
15 to Ms. Griggs on May 2nd. So this was the response
16 to that Summons and Complaint that never was
17 answered.

18 MR. PARSON: And, of course, to the
19 law even though it may not be in form, it's supposed
20 to be construed for the substance due to we were
21 laymen and in accords with Haines versus Kerner.
22 And on here it clearly states -- shows we had asked
23 for the original -- a copy of the original and for
24 them to bring the original or allow us for a timely
25 meeting to see the original so that we may view and

1 inspect and execute if necessary. But inspect and
2 see that that what they sent us is the same, front
3 and back. We have also asked for them to produce
4 all -- bills of exchange, other promissory notes of
5 fictions, allocations, borrower of the promissory
6 note or endorsements.

7 MS. GRIGG: Objection, Your Honor.

8 All of that is with the original case and --

9 MS. PARSON: And none of it was ever

10 --

11 MS. GRIGG: -- it's --

12 MS. PARSON: -- answered.

13 MS. GRIGG: -- is up on the Court --

14 THE COURT: Listen, don't interrupt

15 each other.

16 MS. GRIGG: -- the Court of Appeals.

17 MS. PARSON: Objection. No, none of

18 that was never answered. And none of this did not
19 get sent --

20 THE COURT: All right.

21 MS. PARSON: -- to the Court of -- or

22 Court of Appeals.

23 MR. PARSON: No, this is --

24 MS. PARSON: And my -- my -- my --

25 MR. PARSON: -- this is the --

1 MS. PARSON: -- my -- my only --

2 MR. PARSON: -- at the Court of

3 Appeals.

4 MS. PARSON: -- my only question is
5 if a bank is purporting to give -- borrow the loan,
6 why would they assets rise if they're giving a loan.
7 Wouldn't it be only right that their assets
8 decreased?

9 MR. PARSON: And their liabilities
10 rise?

11 THE COURT: I'm -- I'm not here to
12 hear a case I've already made a ruling on.

13 MS. PARSON: But none of the
14 pleadings --

15 THE COURT: Now --

16 MS. PARSON: -- was put on the
17 record.

18 THE COURT: I -- I'm telling you Mr.
19 and Mrs. Parson, I'm not here to make a ruling on
20 the case that I heard and issued an Order for
21 Foreclosure on. That's out of my jurisdiction on
22 those facts now. Those -- that's with the Court of
23 Appeals. Now, if the Court of Appeals remands the
24 case to me for further testimony or -- or findings,
25 that's a different story. But right now, that

1 portion of what you're trying to raise is before the
2 Court of Appeals in whatever form. I have not -- I
3 presume that both sides have formed -- or filed a --
4 a brief or the appropriate briefs and -- and records
5 that have to be -- or considered by the Court of
6 Appeals. I haven't seen any of that which is
7 normal. I don't see -- normally see that sort of
8 thing nor -- of circuit judges don't. Once it --
9 the appeal is filed, it's in the different court.

10 MS. PARSON: But this is the thing --

11 THE COURT: But -- I -- I'm here
12 or--- only today to consider whether a writ of
13 assistance should be issued. That's the only thing
14 I'm here to -- to -- to rule on today.

15 MR. PARSON: Well, in accordance with
16 the p---

17 THE COURT: Now, is anything further
18 that -- I'm -- I'm trying to bend over backwards to
19 give you ample time. Is there anything that he has
20 not covered -- he, your husband -- has not covered
21 that you would like to cover.

22 MS. PARSON: You being -- you taking
23 a oath for office and being the chancellor, when we
24 invoke the question --

25 MR. PARSON: You have taken the oath

1 of office, haven't you, sir? You have a oath of --
2 you have taken an oath of office?

3 THE COURT: An oath of office as an
4 attorney.

5 MR. PARSON: Okay. And you have --

6 THE COURT: There is a --

7 MR. PARSON: -- you don't have a oath
8 as a judge. You don't take a oath of office as a
9 judge.

10 THE COURT: They don't swear us in as
11 -- as -- as special referee.

12 MR. PARSON: Well, then let the court
13 take judicial notice that the judge -- special
14 referee -- does not have a oath of office.

15 THE COURT: The Code -- the Code of
16 Laws of South Carolina --

17 MR. PARSON: Will the court take
18 judicial --

19 THE COURT: -- relative to the
20 appointment --

21 MR. PARSON: -- notice that the judge
22 has stated that he does not have a oath -- have a
23 oath of office.

24 THE COURT: Okay. That's an
25 interesting. That's an interesting point. Anything

1 further from --

2 MS. PARSON: -- So you don't --

3 THE COURT: -- you --

4 MS. PARSON: -- have a copy of your
5 oath of office in your chambers?

6 BY COURT: I don't have an oath of office, Ms.
7 Parson.

8 MR. PARSON: And you're not bonded --

9 THE COURT: And -- and --

10 MR. PARSON: -- you said you --

11 THE COURT: -- we -- I've -- I've
12 told you that --

13 MR. PARSON: -- you don't --

14 THE COURT: -- and move on.

15 MR. PARSON: -- serve by the state.

16 THE COURT: If it's -- if there's
17 something else you'd like to add that your husband
18 -- you feel like --

19 MS. PARSON: Well, wouldn't that
20 be --

21 THE COURT: -- that --

22 MS. PARSON: -- in violation of the
23 U.S. 5 of not having a copy of your oath of office
24 in your chambers?

25 THE COURT: I told you I do not have

1 a note -- an oath of office.

2 MR. PARSON: Well, we ask it of the
3 court --

4 THE COURT: And I have r---

5 MR. PARSON: -- to take --

6 THE COURT: -- I've told you that --

7 MR. PARSON: -- judicial notice --

8 THE COURT: -- I've answered -- I've
9 answered your concern on that. Now, is there
10 something --

11 MR. PARSON: Well, will the court
12 take judicial notice that the judge does not have an
13 oath of office. That's what we are asking.

14 THE COURT: I've never been asked to
15 -- to -- to --

16 MR. PARSON: Well, will the court
17 take mandatory --

18 THE COURT: -- make a -- an oath of
19 office --

20 MR. PARSON: -- judicial notice.

21 THE COURT: -- as special referee.
22 I've never been requested to.

23 MR. PARSON: Well, mandatory judicial
24 --

25 THE COURT: And so I've answered your

1 --

2 MR. PARSON: -- notice.

3 THE COURT: -- question. Now, is Ms.

4 Parson --

5 MR. PARSON: Well, we will take --

6 THE COURT: Mr. Parson, you have --

7 MR. PARSON: -- that as to as

8 assumption --

9 THE COURT: -- an ample --

10 MR. PARSON: -- that the judge does
11 not have an oath of office.

12 THE COURT: Please don't interrupt me
13 again. Do we understand each other?

14 MR. PARSON: Will it be all right if
15 I don't interrupt you any more then, sir.

16 THE COURT: Yeah, Ms. Parson, I'm
17 back to you. Was there anything that your husband
18 -- I'm going to ask this the last time -- is there
19 anything your husband didn't cover pertinent to the
20 writ of assistance that you want to add. I -- he
21 was -- he's been very thorough. And is there
22 anything that you would like to add --

23 MS. PARSON: No.

24 THE COURT: -- that you think he's
25 overlooked?

1 MS. PARSON: Huh-uh.

2 THE COURT: Is that -- that a no?

3 MS. PARSON: No.

4 THE COURT: Okay. Your objections
5 were noted as continuing objections.

6 MS. GRIGG: Continuing objections.

7 And I do have a couple of things I would like to
8 just state for the record if that's okay.

9 THE COURT: Go ahead.

10 MS. GRIGG: Earlier this week -- I
11 don't know if it was Mo--- I think it was Monday
12 afternoon -- I also received a packet from the
13 defendants. And I -- you referred to it earlier.
14 It includes this commercial affidavit along with
15 various other documents -- a petition for writ of
16 in--- excuse me -- a petition for permanent
17 injunctive relief in tort claims based on newly
18 found evidence. It also contained something
19 referred to as a mandatory judicial notice,
20 interrogatories and request for production of
21 documents. I'd like it noted for the record we are
22 -- the bank is not going to respond to
23 interrogatories or request for production of
24 documents as those were not a part of the initial
25 case. This -- we were just here today on the writ

1 of assistance. I'd also like it noted for the
2 record that the defendants attempted to serve
3 discovery through the Court of Appeals case. But
4 that once a case has gone to the Court of Appeals
5 you are no longer allowed to do discovery at that
6 point in time. So I would like that noted for the
7 record.

8 THE COURT: Okay.

9 MS. GRIGG: Let's see -- oh, with
10 respect to the permanent injunction -- injunctive
11 relief, we're not going to respond to that as well
12 as I don't even quite understand what that could be.
13 But it appears to me those issues are -- or should
14 have been included in the record on appeal that's
15 gone to the Court of Appeals. I am happy, Your
16 Honor, to attempt to through his issues if you'd
17 like for me to and respond accordingly.

18 THE COURT: That'd be fine.

19 MS. GRIGG: With respect to his first
20 statement or first issue, the open dispute is with
21 -- and still with the Court of Appeals. No final
22 decision has been rendered. The case is still
23 pending with the Court of Appeals. We're not sure
24 how long that decision is going to take. We don't
25 know at this point in time whether they're going to

1 demand a hearing or not. But with respect to where
2 we are on the foreclosure, the foreclosure case has
3 ended. We -- the bank purchased the property at the
4 foreclosure sale. They failed to properly post a
5 bond for a licensed company in the State of South
6 Carolina and we're here --

7 MR. PARSON: Object.

8 MS. GRIGG: -- we're today on a writ
9 of assistance. And we're asking that the court
10 proceed with directing the sheriff to remove the
11 defendants from possession of the property as they
12 are no longer the legal owners of that property.
13 We've dealt with the bond issue or the court has
14 dealt with the bond issue. It was not a valid bond.
15 With respect to the process of service, the writ of
16 assistance specifically -- as I stated earlier --
17 specifically allowed us to serve through the
18 sheriff, via a private process server or with
19 posting. We served through the Sheriff's Department
20 and we posted -- they received notice of this
21 hearing. Obviously, they're here at the hearing
22 today.

23 MR. PARSON: Objection, not
24 voluntarily by special appearance only.

25 MS. PARSON: Under duress.

1 MR. PARSON: Under duress.

2 MS. GRIGG: I -- I would state for

3 the record no one's held a gun to their heads to get

4 them --

5 MR. PARSON: Is that the only form of

6 duress, ma'am?

7 MS. GRIGG: -- to get them --

8 THE COURT: Let her --

9 MS. GRIGG: -- to get the --

10 THE COURT: -- finish please.

11 MS. GRIGG: -- to the court today,

12 Your Honor. No one -- and the bank certainly has

13 not exercised any duress over the defendants.

14 MR. PARSON: I object to that --

15 MS. GRIGG: With --

16 MR. PARSON: -- as well, sir.

17 THE COURT: I'll note your objection.

18 MS. GRIGG: With respect to Anderson

19 Brothers Bank being a fictitious -- fictitious

20 party, I'm not even sure what they mean by that.

21 But Anderson --

22 MR. PARSON: Is Anderson Bank a

23 corporation?

24 MS. GRIGG: Excuse me.

25 THE COURT: Let her finish.

1 MR. PARSON: Oh, pardon me -- pardon
2 me -- pardon me.

3 MS. GRIGG: Anderson Brothers Bank is
4 a state chartered bank that has been lending in the
5 State of South Carolina for --

6 MR. ANDERSON: Since Sep--- since
7 1933.

8 MR. PARSON: Of '33.

9 MS. GRIGG: -- A very, very long
10 time.

11 MR. PARSON: Let the record --

12 MS. GRIGG: So again, I -- I don't
13 quite --

14 MR. PARSON: Since '33.

15 MS. GRIGG: -- understand what that
16 -- what that argument is -- relates to. The lack of
17 consideration issue that was raised, again is only
18 -- is an issue that they raised through the Court of
19 Appeals. Defective petition, fraud upon the court,
20 I didn't quite understand that argument. With
21 respect to it being a national bank cannot lend to
22 another; again, and that one's easy to answer.
23 Anderson Brothers Bank is not a national bank. It's
24 a state chartered bank. So that's not an issue as
25 well. With respect to home is in--- inviolatile

1 unless convicted of a crime, I -- I didn't quite
2 understand that argument either. But it -- again,
3 the bank is not a national bank. It's a state
4 chartered bank. I object to any references to it
5 being a national bank and to the testimony or
6 whatever the recitation of case law with respect to
7 national banks. The short answer is -- the short
8 answer is, we're here on a writ of assistance to
9 determine whether the bank is entitled to possession
10 of the property as it is now the owner of the
11 property.

12 MR. PARSON: Well, wouldn't that be
13 entitled that -- but wouldn't that be based on the
14 case to why they are -- why we are here is not based
15 on the judgment of foreclosure? Is that not correct
16 why we are here?

17 THE COURT: We are here today --

18 MR. PARSON: For a writ of a---

19 THE COURT: -- to determine whether a
20 writ of assistance is going to be issued.

21 MR. PARSON: Because of the
22 foreclosure case that has been granted and a writ of
23 assistance is being asked to be issued to take
24 possession of the property that is in -- that has
25 been foreclosed upon. Am I not correct?

1 THE COURT: We're here for a writ of
2 assistance by the purchaser of property at a
3 foreclosure sale.

4 MR. PARSON: But the purchaser did
5 not actually purchase -- the -- at -- the purchaser
6 only bought his own debt. He had no interest in the
7 property. We were the paramount interest holders in
8 that property as well as the real party in interest
9 as she has stated the -- yes, Anderson Brothers Bank
10 has their corporate charter. Corporation, what is a
11 corporation? Is a corporation not an artificial
12 thing -- an artificial being, being not real? Is
13 not real being a fictitious, made up of fiction.
14 Anderson Brothers Bank is a fiction.

15 THE COURT: Well, Mr. Parson if you
16 -- if you accept that theory, we've got -- Florence
17 seems to overloaded with banks in my opinion. But
18 we've got the National Bank of South Carolina.
19 We've got Wells Fargo. We've got Bank of America.
20 We've got Anderson Brothers Bank. We've got The
21 Citizens Bank. We've got First Citizens Bank and
22 Trust. We've got -- now, they changed the name of
23 it -- it used to be the old Seaboard Coastline Bank
24 thing, but it -- I don't know what it's called now.
25 They've got South Carolina Bank and Trust. They've

1 Peoples Federal which is in the process of becoming
2 part of South Carolina Bank and Trust. Seems to me
3 like there's or two other--- oh, TB Bank which is
4 the successor to --

5 MS. GRIGG: Carolina First.

6 THE COURT: -- Carolina First out of
7 Greenville. So if you accept your theory, none of
8 those banks exist.

9 MR. PARSON: In -- in true character,
10 they don't. Can they feel?

11 THE COURT: But they're -- but --

12 MR. PARSON: Can they touch?

13 THE COURT: But they are legal --

14 MR. PARSON: They are not natural
15 persons.

16 THE COURT: No, they are not natural
17 persons, but they are legal entities.

18 MR. PARSON: Then that would be in --
19 that's again--- inequality of the law. How can they
20 --

21 THE COURT: Mis---

22 MR. PARSON: -- they can --

23 THE COURT: -- Mister --

24 MR. PARSON: -- or we can suffer
25 things that they cannot. That is not equality under

1 the law, sir.

2 THE COURT: Mr. Parson, I don't know
3 where you're getting all of your information from --

4 MR. PARSON: Right here.

5 THE COURT: -- but in --

6 MR. PARSON: South Carolina --

7 THE COURT: -- any event --

8 MR. PARSON: -- Constitution.

9 THE COURT: -- in any event, I'm
10 taking note -- I'll take notice that Anderson
11 Brothers Bank is a duly chartered South Carolina
12 bank that's been in operation here -- I believe
13 Mister -- and -- and Rivers, I believe you said
14 since 1933.

15 MR. ANDERSON: That's correct. Yes,
16 sir.

17 THE COURT: That's 80 years. And I
18 suspect you're the first person that's ever
19 challenged that their existence. But oh -- I'm
20 taking note that they do exist.

21 MR. PARSON: As a fiction.

22 THE COURT: Yeah.

23 MR. PARSON: A corporation.

24 THE COURT: Yeah, they're -- they --
25 they -- they exist.

1 MR. PARSON: As a fiction and a
2 corporation.

3 THE COURT: They are -- okay.
4 Whatever -- you can call it whatever you want. I'm
5 calling it -- that -- I'm just ruling they do exist
6 and it doesn't really matter for what I have to rule
7 on. I'll tell you what I'm going to do. I'm going
8 to take this matter under consideration. Both of
9 you can submit proposed orders. And I will take
10 under consideration. Ms. Griggs when you as the
11 moving party when you submit the proposed order to
12 me, please send to Mr. and Mrs. Parson.

13 MR. PARSON: I want --

14 THE COURT: Mr. and Mrs. Parson, if
15 you want to submit a proposed order, when you send
16 it to me -- excuse me -- please send a copy to Ms.
17 Grigg.

18 MR. PARSON: Uh-huh.

19 THE COURT: And --

20 MR. PARSON: And --

21 THE COURT: I would like those
22 proposed orders within 30 days.

23 MR. PARSON: Proposed orders --
24 proposed order --

25 THE COURT: On or before May 30th.

1 That does not -- I want you to be clear. Ms. Grigg
2 understands this. As a practicing lawyer she would
3 understand this. This does not mean I'm leaning one
4 way or the other.

5 MR. PARSON: Yeah.

6 THE COURT: It's just meaning I'm
7 giving which is -- is -- is a -- is done frequently
8 by referees, masters- in-equity and circuit judges
9 in this state, we let people submit proposed orders
10 as to how they view and then think the outcome of the
11 case should be. The case in point, however, is not
12 a broad, wide open. It's only to address why a writ
13 of assistance should or should not be issued. Okay.

14 (off the record discussion)

15 THE COURT: Let's go back on the
16 record a minute. I -- I'd like this to be --

17 MS. GRIGG: Okay.

18 THE COURT: -- in the record. Let me
19 hold that.

20 MR. PARSON: We -- we're trying to
21 inspect it, sir.

22 THE COURT: I'll give you a chance.

23 MR. PARSON: Okay -- okay.

24 THE COURT: Okay. Don't test my
25 patience too far. All right. We're back on the

1 record for the purpose of showing Mr. and Mrs.
2 Parson some original documents from their loan
3 transaction. It really -- it bears no true interest
4 in -- no true bearing on -- on the hearing today;
5 but is done because in the -- they had raised this
6 question. Mr. Parsons, I'm going to hand you first
7 after having inspect it -- inspected it myself --
8 what appears to be an Anderson Brothers Bank note
9 dated April 3rd, 2012 with a maturity date of April
10 3rd, 2015. And now it appears to be your and your
11 wife's signature. I'm going to hand you -- hand you
12 that and give you an opportunity to take a quick
13 look at that. I'm next going to hand you a consumer
14 -- a document entitled Consumer -- don't mark on
15 that document, Mister -- Mr. Parson. Mr. Parson, I
16 said --

17 MR. PARSON: Objection to --

18 THE COURT: -- if you mar--- if you
19 -- I'm going to hold you in contempt if you don't
20 stop.

21 MR. PARSON: Yes, sir.

22 THE COURT: Just -- just -- just take
23 the documents back and I'm not -- the man appears
24 not to be able to understand sometime when people
25 ask him to do or not do.

1 MR. PARSON: I apologize, but I will
2 disclose that you are supposed to sign the back of
3 the document. Are you not --

4 THE COURT: No, you signed it.

5 MR. PARSON: -- correct?

6 THE COURT: That's fine. Now, if you
7 can look at these documents without --

8 MR. PARSON: Okay.

9 THE COURT: -- putting any markings
10 on them --

11 MR. PARSON: I'll put this ink pen
12 back, sir.

13 THE COURT: All right. Give them
14 him, but I'm telling you if you do I'm going to
15 issue an Order of Contempt if you -- if you mark
16 these documents.

17 MR. PARSON: Yes, sir.

18 THE COURT: All right. There is
19 note. Ms. Parson, did you get a chance to take a
20 look at that?

21 MS. PARSON: And how much was paid in
22 consideration for this note?

23 THE COURT: You can read it. It's
24 right on there.

25 MS. PARSON: No, I'm saying -- I'm

1 looking in the mortgage of real estate and it's only
2 showing --

3 THE COURT: No, you're --

4 MS. PARSON: -- giving us three
5 dollars in --

6 THE COURT: -- I'm going to get to
7 the --

8 MS. PARSON: -- consideration --

9 THE COURT: -- mortgage and --

10 MS. PARSON: -- in receipt. And that
11 should be constitute null and void anyway because
12 that's not under --

13 THE COURT: That's not --

14 MS. PARSON: -- the law for --

15 THE COURT: I'm asking --

16 MS. PARSON: -- consideration.

17 THE COURT: -- I'm asking you if you
18 had an opportunity to look at this. Is that your
19 signature? It's in blue ink.

20 MS. PARSON: I don't know if it's my
21 signature or not.

22 THE COURT: Okay. All right. And
23 the next document is titled Consumer Security
24 Agreement.

25 MR. PARSON: What is this? I don't

1 remember this. Consumer Security Agreement. The
2 date -- am I correct --

3 THE COURT: That's your original page
4 -- this one.

5 MR. PARSON: If I am correct --

6 MS. GRIGG: There may not be.

7 THE COURT: Excuse me, go ahead.

8 MR. PARSON: If I am correct, you
9 know, this is null and void if the consideration is
10 not -- if I'm not -- if am I not correct?

11 THE COURT: I'm not here to -- to
12 hear arguments over -- over that. I'm just here --

13 MR. PARSON: I understand that you're
14 --

15 THE COURT: -- because you wanted to
16 --

17 MR. PARSON: -- not here for the --

18 THE COURT: -- to give -- you
19 requested to see them --

20 MR. PARSON: -- argument. Yes, sir.

21 THE COURT: -- and I wanted you to
22 have an opportunity --

23 MR. PARSON: Yes, sir.

24 THE COURT: -- to see them.

25 MR. PARSON: And I see that they're

1 --

2 THE COURT: And it's y'all's
3 signature I am pretty sure.

4 MR. PARSON: I see a --

5 THE COURT: In blue ink, not --

6 MR. PARSON: -- the note has been
7 executed as well.

8 THE COURT: Okay. All right. This
9 is an Assignment of Leases and Rents which --

10 MS. PARSON: And that's null and void
11 as well.

12 THE COURT: -- which banks frequently
13 get.

14 MR. PARSON: I propose it's all null
15 and void in the course to the disclosure law of --

16 THE COURT: Do you want to --

17 MR. PARSON: -- South Carolina.

18 THE COURT: Do you wish to take a
19 look at this?

20 MR. PARSON: I -- I would like to -
21 to view -- inspect them, but they are null and void
22 on the grounds of the disclosure laws of North -- of
23 South Carolina.

24 MS. PARSON: And there is no lawful
25 consideration given, so these contracts is null and

1 void. And there's only one person that signed it
2 because the entities didn't even sign it.

3 MR. PARSON: Oh, yeah, where is the
4 entity's name here?

5 MS. PARSON: If this is --

6 MR. PARSON: This look like a
7 contract with one's self. With -- with ourselves.
8 This doesn't look like a contract with anyone.

9 THE COURT: Mr. Parsons, I'm not here
10 to hear arguments over the documents. I'm here just
11 merely to --

12 MR. PARSON: Well, I would like to
13 say --

14 THE COURT: -- to give you an
15 opportunity to see them because you questioned the
16 copies that they presented before -- to me last
17 year. And that since they -- they had those
18 available, I thought it was a courtesy to you to let
19 you see them and with the blue ink signatures.

20 MS. PARSON: And that doesn't --

21 MR. PARSON: Okay. Well, I would
22 just like to state for -- on the record, that the
23 entity has not signed. The only signatures on this
24 documents are of the purported borrowers, Dazarhea
25 Parson, Arnold Junior Parson and witnesses of the

1 signature. There is no entity signature on the --
2 on the documents.

3 MS. GRIGG: Your Honor, for the
4 records, that's an Assignment of Rent and we just
5 state.

6 THE COURT: Yeah.

7 MS. GRIGG: The documents is merely
8 giving the bank an assignment of rents and leases
9 from that --

10 MR. PARSON: If --

11 MS. PARSON: No, who had signed it.

12 THE COURT: One --

13 MS. PARSON: Well, who --

14 THE COURT: Excuse me. And I think
15 that the -- I think the explanation on that is if
16 you were John Jones Wrecking Company, Incorporated,
17 that's an entity. That name would have been entered
18 up there. It's a corp--- this is -- form is one
19 that they could use. If an individual was signing
20 it or if a corporate type entity was signing it and
21 that's what the entity would have been. But you
22 were individuals.

23 MS. PARSON: Again, it doesn't --

24 MR. PARSON: Well, why hasn't
25 Anderson Brothers Bank sign any of the documents.

1 Is it because they are a fictitious entity?

2 THE COURT: That doesn't have
3 anything to do with that.

4 MS. PARSON: And far as the
5 consideration goes, they -- they said in the
6 Mortgage of Real Estate here that they gave us three
7 dollars in hand. We didn't receive any three
8 dollars and three dollars consideration for a 20,900
9 promissory note was unlawful.

10 THE COURT: You know, Ms. Parson, I
11 probably in -- in my earlier days of practice
12 probably closed -- I think it'd be fair for me to
13 say possibly in excess 5,000 mortgage loans -- loan
14 with the mortgages. And every one of them would
15 have had that in there and the three dollars never
16 passed on the first one of them. That's -- that's
17 just a -- a -- what is always --

18 MS. PARSON: Well, what is three
19 dollars? It's nothing in value.

20 MR. PARSON: But just if -- if it's
21 in the document and they're saying that it was given
22 to us and as consideration which was never received,
23 then isn't that make that a --

24 THE COURT: Argue the --

25 MR. PARSON: -- fraudulent document?

1 THE COURT: -- argue that in --

2 MS. PARSON: And isn't it a

3 fraudulent conversion --

4 THE COURT: -- with your -- argue

5 that with your appeal. That'll conclude today's

6 hearing.

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1 CERTIFICATE OF REPORTER

2 State of South Carolina

3 County of Florence

4

5 I, Leigh Copeland, Court Reporter and Notary
6 Public for the State of South Carolina, do hereby
7 certify that the transcript of the foregoing
8 proceedings contains a true record of the hearing in
9 the above-captioned cause.

10 I further certify that I am neither attorney
11 nor Counsel for, nor related to or employed by any
12 of the parties connected to the action, nor am I
13 financially interested in the action.

14 Witness my hand at Florence, South Carolina,
15 this the 6th day of May, 2014.

16 _____
17 Leigh Copeland

18 MY COMMISSION EXPIRES:
19 October 18, 2020
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Exhibit F

Order from Chief Justice Jean Toal/Title 14-11-20

The Supreme Court of South Carolina

RE: Adoption of Judge's Oath

ORDER

Pursuant to Art. V, § 4 of the South Carolina Constitution, the attached Oath of Office for Judges is hereby adopted. All new justices and judges shall be administered this oath, and justices and judges who have already taken an oath of office will be administered this new oath at statewide meetings of the various branches of the judiciary.

This order is effective immediately.

IT IS SO ORDERED.

s/Jean H. Toal C.J.

s/James E. Moore J.

s/John H. Waller, Jr. J.

s/E.C. Burnett, III J.

s/Costa M. Pleicones J.

Columbia, South Carolina
October 22, 2003

Judge's Oath

I do solemnly swear (or affirm) that:

I am duly qualified, according to the Constitution of this State, to exercise the duties of the office to which I have been appointed, and that I will, to the best of my ability, discharge those duties and will preserve, protect and defend the Constitution of this State and of the United States;

I pledge to uphold the integrity and independence of the judiciary;

I pledge, in the discharge of my duties, to treat all persons who enter the courtroom with civility, fairness, and respect;

I pledge to listen courteously, sit impartially, act promptly, and rule after careful and considerate deliberation;

I pledge to seek justice, and justice alone;

[So help me God.]

South Carolina Legislature

South Carolina Law > Code of Laws > Title 14

South Carolina Code of Laws Unannotated Current through the end of the 2013 Session

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Title 14 - Courts

CHAPTER 11

MASTERS AND REFEREES

ARTICLE 1.

GENERAL PROVISIONS

SECTION 14-11-10. Establishment of master-in-equity court.

As a part of the unified judicial system, there is established in each of the counties of this State having a population of at least one hundred thirty thousand, according to the latest official United States Decennial Census, a master-in-equity court. The master-in-equity for the court must be appointed pursuant to the provisions of Section 14-11-20. Nothing in this section prohibits a county or area with a population of less than one hundred thirty thousand, according to the latest official United States Decennial Census, from having a part-time master-in-equity. The governing bodies of any two or more counties may join together to fund the office of master-in-equity to serve two or more counties. Funding of this master-in-equity must be borne by each county included on a per capita population basis.

HISTORY: 1962 Code Section 15-1802; 1952 Code Section 15-1802; 1942 Code Section 3678; 1932 Code Section 3678; Civ. C. '22 Section 2219; Civ. C. '12 Section 1373; Civ. C. '02 Section 966; G. S. 782; 1910 (16) 609, 1914 (29) 26; 1916 (29) 805; 1920 (31) 764; 1921 (32) 139; 1923 (33) 131, 193; 1924 (33) 948; 1935 (39) 458; 1936 (39) 1531; 1939 (41) 230; 1979 Act No. 164 Part II Section 2, eff July 1, 1979; 1988 Act No. 678, Part II, Section 1, eff July 1, 1989.

SECTION 14-11-15. Equity courts.

The equity court is considered a division of the circuit court, and the master-in-equity, as judge of the equity court, is entitled to all the benefits and subject to all the requirements of the South Carolina Bar and the rules of the Supreme Court in the same respect as circuit court and family court judges. This section may not be construed as providing retirement for masters-in-equity under the provisions of Chapter 8 of Title 9.

HISTORY: 1988 Act No. 678, Part II, Section 3, eff January 1, 1989.

SECTION 14-11-20. Appointment of master-in-equity; term.

Pursuant to the provisions of Section 2-19-110, masters-in-equity must be appointed by the Governor with the advice and consent of the General Assembly for a term of six years and until their successors are appointed and qualify. No person is eligible to hold the office of master-in-equity who is not at the time of his appointment a citizen of the United States and of this State, has not attained the age of thirty-two years upon his appointment, has not been a licensed attorney for at least eight years upon his appointment, has not been a resident of this State for five years immediately preceding his appointment, and has not been found qualified by the Judicial Merit Selection Commission.

Each master-in-equity of this State qualifies by taking the oath required by the Constitution of this State before a justice of the Supreme Court, a judge of the Court of Appeals, the President of the Senate, the Speaker of the House of Representatives, a circuit judge, the Clerk of the Supreme Court, a clerk of the court of common pleas, or a probate judge of the county and immediately enters upon his duties. The oath must be filed in the office of the Secretary of State.

A full-time master-in-equity is prohibited from engaging in the practice of law. A part-time master-in-equity may practice law but is prohibited from appearing before another master-in-equity. A standing master-in-equity may not serve as the probate judge of any county.

HISTORY: 1962 Code Section 15-1808; 1952 Code Section 15-1808; 1942 Code Section 3680; 1932 Code Section 3687; Civ. C. '22 Section 2224; Civ. C. '12 Section 1375; Civ. C. '02 Section 968; G. S. 784; R. S. 838; 1898 (22) 694; 1899 (33) 85; 1901 (26) 675; 1979 Act No. 164, Part II Section 3, eff July 1, 1979; 1988 Act No. 678, Part II, Section 4, eff January 1, 1989; 1996 Act No. 391, Part V, Section 5, eff June 4, 1996; 1997 Act No. 35, Section 5, eff May 21, 1997.

SECTION 14-11-30. Compensation of master-in-equity.

The governing body of the county or counties in which a master-in-equity serves shall provide the salary, equipment, facilities, and supplies of the master-in-equity, together with the salaries of support personnel and all other costs for the necessary and proper operation of the master-in-equity's office. The salaries of the masters-in-equity are as follows.

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