

STATE OF SOUTH CAROLINA
IN COURT OF APPEAL

74693

APPEAL FROM MARION COUNTY
Court of Common Plea

Haigh Porter, Special Referee for Marion County

RECEIVED
JAN 05 2015
SC Court of Appeals

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 PETITION FOR REHEARING

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

Comes now a natural man and women known as Arnold Parson Jr. and Dazarhea Parson a Real Party in Interest, an injured party as sui juris appearing specially under “restricted appearance” (Rule 8 E of the Supplemental Rules for Certain Admiralty and Maritime Claims) exercising their unalienable guaranteed rights afforded to them by the Constitution for the united states of America and the Constitution for South Carolina state herein after Petitioners. Petitioners are unschooled in law and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather than in the form, and hereby petitions this Honorable court in the above referenced matter without waiver of any defenses for a Rehearing and in support therefor states:

FACTUAL ALLEGATIONS

1. Judge Few’s order to dismiss appeal vitiates the agreement between Petitioners and Respondent to reverse the lower court hearing.
2. Respondents have failed to rebut the ultimate facts supported by evidentiary facts contained in the Appellants return served on November 8, 2014.
3. Page 5,6, and 7 of Appellants Return served November 8, 2014 stands as prima facie evidence of an accord.
4. Master in Equity/Judge has openly admitted he has not sworn an Oath of Office.
5. It appears Master in Equity/Judge in the lower court hearing was a trespasser upon the court.
6. Master in Equity/Judge has not acted impartial.

7. Respondent has not re-butted any of Petitioners affidavits.
8. Petitioners have been denied their right to a trial by jury.
9. Petitioners have been denied their right to due process.
10. Petitioners have been denied their unalienable, inalienable constitutional rights.
11. It appears that Petitioners private property has been fraudulently re-conveyed.
12. The record from the lower court entered by the attorney is hearsay.
13. Attorney for Respondent has committed perjury in affidavit of default and non-military service number 6.
14. There was a no consideration given for Petitioners promissory note.
15. Respondent have denied Petitioners right to discovery.
16. Petitioners have been denied equal protection under the law.
17. Anderson Brothers Bank was a fictitious plaintiff in the lower court hearing and now a fictitious Respondent.
18. Lower court lacked subject matter and personam jurisdiction.
19. The Respondent was not the real party in interest.
20. Respondent lacked standing in the lower court.
21. Respondent was not an injured party.
22. Respondent violated Fair Debt Collection Practice Act.
23. Respondents have violated Truth in Lending Act (TILA).
24. Respondent has acted ultra vires.
25. Attorney has acted ultra vires.

26. Master in Equity Judge has deprived Petitioners rights under the color of law.

27. It appears that Respondent have made numerous false claims.

WHEREFORE, for all the ultimate facts set forth above (1-27), Petitioners move this court to enter an order granting this petition for rehearing, upon granting rehearing, reverse the lower court judgment, and order for sale, in accord with Appellants return served on November 8, 2014, and remand back to lower court with instructions to repair, make Petitioners whole, and any further relief as the circumstances and demands of justice may warrant under the rule of precedent.

UNDER PENALTIES OF PERJURY Arnold Jr., and Dazarhea Parson, Petitioners, injured party sui juris affirm that the facts alleged in the foregoing are true, correct, and not misleading according to our own personal knowledge.

ucl-308/1-103.6
By: Arnold Parson Jr. Dazarhea Parson
Arnold Parson Jr., Dazarhea Parson Sui Juris
P O Box 776
Mullins, South Carolina [29574]

STATE OF SOUTH CAROLINA)

VERIFICATION

COUNTY OF MARION)

Notary

On this date 1-2-15, a natural man and woman appeared in their true characters, who identified themselves as Arnold Parson Jr & Dazarhea Parson., appeared before me Karen Patterson, a notary public residing in Marion County, SC state and attested to the truth of this verification with their oath and autograph.

Karen Patterson
Notary Public

Commission Expires 4-25-2024

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 Petition for Rehearing, and Memorandum of Law in support 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

January 2, 2015

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

STATE OF SOUTH CAROLINA
IN COURT OF APPEALS

Anderson Brothers Bank
Plaintiff-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-appellants.

Petitioner's Memorandum of Law in support of Petition for Rehearing

Appeal number 2013-001824

Marion County Case number 2013-CP-33-306

Appeal from order granting summary judgment
Marion County Special Referee,
Haigh Porter, presiding

Arnold Jr. Dazarhea Parson
3546 Quail Roost Road
Mullins, South Carolina [29574]

RECEIVED

JAN 05 2015

SC Court of Appeals

December 31, 2014

Comes now a natural man and women known as Arnold Parson Jr. and Dazarhea Parson a Real Party in Interest, an injured party as sui juris appearing specially under “restricted appearance” (Rule 8 E of the Supplemental Rules for Certain Admiralty and Maritime Claims) exercising their unalienable guaranteed rights afforded to them by the Constitution for the united states of America and the Constitution for South Carolina state herein after Petitioners. Petitioners is unschooled in law and notices the court of enunciation of principles as stated in Haines v. Kerner, 404 U.S. 519, wherein the court has directed that those who are unschooled in law making pleadings and/or complaints shall have the court look to the substance of the pleadings rather than in the form, and in that light hereby presents this memorandum of law in support of Petition for Rehearing without any waiver of any defenses.

ISSUE

1. The issue for the court is whether the ultimate facts supported by evidentiary facts show that this hearing took place in a court coram non iudice “not before a judge”.
2. Does the record not show that Petitioners were denied their right to due process?
3. Did Petitioners not have a right to a trial by jury?
4. Can the Special Referee in the lower court hearing who has not sworn an oath of office enter a foreclosure judgment and order for sale?
5. If the answer to number 4 is no, is the foreclosure judgment and order for sale void?
6. Does an un rebutted affidavit stand as truth in commerce?
7. Does an un rebutted affidavit stand as judgment in commerce?
8. If the answer to number 6, and 7 is yes should the un rebutted affidavits evidenced in the lower court stand as an estoppel?

9. Can Special Referee testify on the behalf the plaintiff's witness?
10. Is it not the duty of the judge to ensure the protection of the innocence and their constitutional rights against those who unlawfully use the legal system against them?
11. Can a fictitious plaintiff be a Real Party in Interest?
12. Is a constitutional wrong once recognized by a court of record automatic grounds for a writ of error coram vobis?
13. Can a party have standing if the note and mortgage have been bifurcated?
14. Can a fiction ever be an injured party?
15. Is a contract based on fraud, misrepresentation, undue influence, deceptive trade practices, constructive fraud, and lack of full disclosure an enforceable contract?
16. Would proceedings appear to be biased, being that the wife of Special Referee received a benefit at the order foreclosure sale of Petitioners private property, signed as witness to the re-conveyance of Petitioners private property, and then notarized the very same documents?

AUTHORITIES

MEMORANDUM OF LAW IN SUPPORT OF PETITIONERS POSITION

17. There is no record or evidence that any court has jurisdiction, or right, to refuse judgment for "Lack of Form". Any document, which is "an act of court:, shall not be dismissed for lack of form or failure of process. All pleadings must be as any reasonable man/woman would understand, clearly written, affidavits of facts and law, as per; "And be it further enacted, that no summons, writ, declaration, return, process, judgment, or other proceedings in civil cases in any of the courts of the United States, shall be abated, arrested, quashed or reversed, for any defect or want of form, but the said courts respectively shall proceed and give judgment

according as the right of the cause and matter in law shall appear unto them, without regarding any imperfections, defects or want of form in such writ, declaration, or other pleading, returns process, judgment, or course of proceeding whatsoever, except those only in cases of demurrer as the cause thereof. And the said courts respectively shall and may, by virtue of this act, from time to time, amend all and every such imperfections, defects and wants of form, other than those only which the party demurring shall express as aforesaid, and may at any time, permit either of the parties to amend any defect in the process of pleadings upon such conditions as the said courts respectively shall in their discretion, and by their rules prescribe.” Judiciary Act of September 24, 1789, Section 342, FIRST CONGRESS, Sess. 1, ch. 20, 1789.

18. Petitioners seeks Estoppel of Actors and Actors acting in excess of jurisdiction, as per; “Acts which exceed defined power of court in any instance.” Abelleira v. District Court of Appeal, Third Dist., 17 Cal.2d 942, 948, and “A departure by a court from those recognized and established requirements of law, however close apparent adherence to mere form in method of procedure, which has the effect of depriving one of a constitutional right, is an excess of jurisdiction.” Wuest v. Wuest, 53 Cal. App.2d 339, 127 P.2d 934, 937.

19. United States of America Constitution Article I Section X- Contract Clause

“No state shall impair the obligation of contract.”

20. Corpus Juris Secundum Vol. 49 Subsection 17(a) In General states: Illegal constitution of the court with respect to the judge or judges sitting renders the judgment absolutely void.

21. There is no record or evidence that a proper Oath of Office is not required by law, as per; “Applicable statutes are controlling and may declare vacancy to exist if the person

chosen for the office fails to accept or qualify as required by law.” Parker v. Overman, 59 U.S. 137, 15 L.Ed 316.

22. There is no record or evidence that courts will entertain cases without standing, as per “All behavior is Lawful regardless of whatever Statute would claim the contrary as long as the behavior does not cause actual damage or injury, or violation of a legal right.” Corpus Delecti must exist for any case to have standing in an American court.

The 3 elements necessary to be proven to establish corpus delecti are; 1. alleged damage or injury, 2. alleged violation of a legal right, and 3. redress ability of the court. Corpus Delecti must be proven not merely asserted, any case in which corpus delecti cannot be proven there is no standing, and without standing the court does not have jurisdiction to hear any case.” CLIFFORD v. SUPERIOR COURT 45 Cal rptr 2nd 333,335, “Without standing there is no actual or justifiable controversy and courts will not entertain cases.”

23. “Typically, the standing inquiry requires careful judicial examination of a complaint’s allegations to ascertain whether the particular plaintiff is entitled to an adjudication of the particular claims asserted.” (Allen v. Wright (1984) 468 U.S. 737, 752 [82 L.Ed.2d 556, 570, 104 S.Ct. 3315].)

24. 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.”

25. Construction of Pleadings 8(f) S.C.R.C.P. “All pleadings shall be so construed as to do substantial justice to all parties.”

26. Real Party in Interest Rule 17(a) S.C.R.C.P and Rule 17(a) (1) F.R.C.P. “Every action shall be prosecuted in the name of the real party in interest.”

27. Rule 12(b) (6) F.R.C.P “Failure to state a claim in which relief can be granted.

28. UCC 1-103.6 mandates all parties to construe the statute in harmony with the common law.

29. UCC 1-308/(old 1-207)/South Carolina Code Title 36-1-207: Reservation of Rights

30. There is no record or evidence that a judge should not be held personally liable for constitutional deprivation by direct deprivation and failure to remedy wrongs. “Federal employees may become personally liable for constitutional deprivation by direct participation, failure to remedy wrongs after learning about it, creation of a policy or custom under which unconstitutional practices occur or gross negligence in managing subordinates who cause violations.” (Gallegos v. Haggerty, Northern District of New York, 689 F. Supp.93.

31. There is no record or evidence that Special Referee failure to comply with laws for Oath of Office will not forfeit their right to Office, as per; “Failure to comply with such provisions will absolutely forfeit the right to office.” Brandon v. Perky, 127 W Va 103, 31 SE2d 898, 158 ALR 631.

32. There is no record or evidence Special Referee office is not vacant by reason of failure to file, as per; “Office is vacant by reason of failure to file a required oath.” Boisvert v. County Ontario, 395 NYS2d 617.

33. There is no record or evidence that filing of the Special Referee’s Oath of Office must not be timely, as per; “Failure to timely file oath of office, in accordance with a statute so requiring, neither notice nor judicial procedure is necessary; the office is automatically vacant and may be filled as provided by law.” Comins v. County of Delaware, 411 NYS2d 533.

34. There is no record or evidence that the Special Referee’s failure to qualify within

60 days is not an action to vacate an office, as per; “[an] Act Declaring office vacant and to be filled as provided by law for failure to qualify within 60 days after beginning of term is unconstitutional and applies to all officers enumerated and similarly situated”. State Ex Rel. Stain v. Christensen, 84 U. 185, 25 P.2d 775.

35. There is no record or evidence that a proper Oath of Office does not apply to the highest levels of law, as per; “Judges of the Supreme Court subscribe to this oath when entering upon their duties as justices thereof”. Critchlow v. Monson, 102 U.378, 131 P.2d 794.

36. There is no record or evidence that a late filing is not TOO LATE, as per; “Filing an oath of office after the time prescribes by law is not a compliance with the law, confers no power to act as a public officer or in a public office and any person who fails to file his oath of office within time limits required by law creates an ipso facto vacancy and such person’s acts are void and vitiate any subsequent proceedings”. Parker v. Overman, 59 U.S. 137, 15 L. Ed 316.

37. SOUTH CAROLINA UNANNOTATED CODE SECTION 14-11-20: 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.

38. There is no record or evidence that Master in Equity/Special Referee is not guilty of contempt as per; “Chief Justice Jean Toal’s Order” dated October 22, 2003.

39. There is no record or evidence that any actions of the Special Referee by any assumed or presumed authority without jurisdiction is not trespass and treason, as per; “Whenever a judge acts where he/she does not have jurisdiction to act, the judge is engaged in an act or acts of treason”. U.S. v. Will, 449 U.S. 200, 216, 101, S. Ct. 471, 66 L. Ed. 2d 392, 400 (1900), Cohens v. Virginia, 19 U.S. (6 Wheat) 264, 404, 5L. Ed. 257 (1821).

40. There is no record or evidence that Special Referee acting wrongfully does not cause Special Referee to become a mere private person, as per; “ In such case the judge

has lost his judicial function, has become a mere private person, and is liable as a trespasser for damages resulting from his unauthorized acts". Dykes v. Hosemann, 743 F.2d 1488(1984).

41. There is no record or evidence that jurisdiction can be usurped by Special Referee, judge, entity, or fiction by unqualified pretenders without committing an act of treason, as per; "We [judges] have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the Constitution."-US Supreme Court, U.S. v. Will, 449 U.S. 200,216,101 S. Ct. 471, 66 L. Ed.2d 392,406 (1980); Cohens v. Virginia, 19 U.S. (6 Wheat) 264,404, 5 L. Ed 257 (1821).

42. There is no record or evidence that the Attorney for the Respondent has not commit(ed) perjury as per reference in Black's Law Dictionary 6th, page 1139; PERJURY: in criminal law, the willful assertion as to a matter of fact, opinion, belief, or knowledge, made by a witness "in a judicial proceeding" as part of evidence, either upon Oath or in any form allowed by law to be substituted for an Oath, whether such evidence is given in open court, or in an Affidavit, or otherwise, such assertion being material, to the issue or point of inquiry and known to such witness to be false.

43. There is no record or evidence that would not ascertain that; " a person is guilty of perjury if in any official proceeding he makes a false statement under oath or equivalent affirmation or swears or affirms the truth of a statement previously made, when the statement is material, and does not believe it to be true". Henry V. Deen, 310 N.C.75, 310 S.E.2d 326,335.

44. There is no record or evidence that Respondent(s), their attorney(s), legal firm(s), or other parties, have not merited sanctions by certifying circumstances, which may not

have been true, complete, nor intended not to mislead, as per; “Sanctions; If after notice and a reasonable opportunity to respond, the court determines that subdivision (B) has been violated, the court may, subject the attorneys to sanction as well as the legal firm or parties that violated subdivision (B)”. F.R.C.P., Rule 11 and 28 USCA 1746.

45. There is no record or evidence that Respondent, by way of signature as required in F.R.C.P., Rule 11, Subdivision A, has not committed perjury on pleading by at least one attorney, or party.

46. There is no record or evidence that Respondent(s), by way of signature as required in F.R.C.P., Rule 11, Subdivision B, has not certified circumstances that may not be true, complete, and not intended to mislead, as per; “By signing, filing submitting, a pleading, or other paper, “an attorney is certifying circumstances”.

47. There is no record or evidence that Attorney for Respondents can admit evidence into the court as per; “An attorney for the plaintiff cannot admit evidence into the court. He/She either an attorney or witness,” and, “Statements of counsel in brief or in argument are not facts before the court and are not sufficient for motion to dismiss or for summary judgment,” Trinsey v. Pagliaro D.C.Pa.1964, 229 F. Supp.647).

48. There is no record or evidence that ignorance of the law excuses misconduct in a sworn officer as per; “Ignorance of the law does not excuse misconduct in anyone, least of all in a sworn officer of the law. In re McCowan(1917), 177 C. 93, 170 P. 1100.

49. There is no record or evidence that it is not a VIOLATION of the 11th Amendment for a FOREIGN CITIZEN to INVOKE the JUDICIAL POWER of the State as per; Article XI United States Constitution: “The Judicial power of the United States shall not be construed to extend to any suit in law or equity, commenced or prosecuted against one of the United States by Citizens of another State, or by Citizens or Subjects of any Foreign State. US citizens (FEDERAL CITIZENS) are FOREIGN to the several States and SUBJECTS of the FEDERAL UNITED STATES/STATE of NEW COLUMBIA/DISTRICT OF COLUMBIA. ATTORNEIES are considered FOREIGN AGENTS under the FOREIGN AGENTS REGISTRATION ACT (FARA).”

48. There is no record or evidence that government is not foreclosed from parity with real people as per; “Inasmuch as every government is an artificial person, an abstraction, and creature of the mind only, a government can interface only with other artificial persons. The imaginary, having neither actuality nor substance, is foreclosed from creating and attaining parity with the tangible. The legal manifestation of this is that no government, as well as any law, agency, aspect, court, etc. can concern itself with anything other than corporate, artificial persons and the contracts between them.” S.C.R. 1795, *Penhallow v. Doane’s Administrators* (3 U.S. 54; 1 L.Ed. 57; 3 Dall. 54), Supreme Court of the United States 1795.

49. There is no record or evidence that statements of counsel can be regarded as evidence as per; “No instruction was asked, but, as we have said, the judge told the jury that they were to regard only the evidence admitted by him, not statements of counsel;,” Holt v. United States, (10/31/10) 218 U.S. 245, 54 L.Ed.1021, 31 S. Ct.2.

50. There is no record or evidence that the attorney for Respondent affidavit of default and non-military service was notwithstanding being that it was hearsay as per; “The practice of an

attorney filing an affidavit on behalf of his asserting the status of that client is not approved, inasmuch as not only does the affidavit become hearsay, but it places the attorney in a position of witness thus compromising his role as advocate.” Porter v. Porter (N.D. 1979) 274 N.W.2d 235.

51. There is no record or evidence that it is not ultra vires that when corporations act outside of their corporate charter as per; “The doctrine of ultra vires is a most powerful weapon to keep private corporations within their legitimate spheres and to punish them for violations of their corporate charters, and it probably is not invoked too often.... *Zinc Carbonate Co. v. First National Bank*, 103 Wis 125, 79 NW 229. *American Express Co. v. Citizens State Bank*, 194 NW 430.

52. There is no record or evidence that Special Referee conduct does not warrant misrepresentation as per; "Any conduct capable of being turned into a statement of fact is representation. There is no distinction between misrepresentations effected by words and misrepresentations effected by other acts." *Leonard v. Springer* 197 Ill 532. 64 NE 301.

53. There is no record or evidence that the false representation of consideration given contained in the mortgage of real estate does not give right to injured party to recover damages as per; "Any false representation of material facts made with knowledge of falsity and with intent that it shall be acted on by another in entering into contract, and which is so acted upon, constitutes 'fraud,' and entitles party deceived to avoid contract or recover damages." *Barnsdall Refining Corn. v. Birnam Wood Oil Co.* 92 F 26 817.

54. There is no record or evidence that the Respondent ultra vires contract contracts are lawful as per; In *Central Transp. Co. v. Pullman* 139 U.S. 60, 11 S. Ct. 478, 35 L. Ed. 55, the court said: "A contract *ultra vires* being unlawful and void, not because it is in itself

immoral, but because the corporation, by the law of its creation, is incapable of making it, the courts, while refusing to maintain any action upon the unlawful contract, have always striven to do justice between the parties, so far as could be done consistently with adherence to law, by permitting property or money, parted with on the faith of the unlawful contract, to be recovered back, or compensation to be made for it. In such case, however, the action is not maintained upon the unlawful contract, nor according to its terms; but on an implied contract of the defendant to return, or, failing to do that, to make compensation for, property or money which it has no right to retain. To maintain such an action is not to affirm, but to disaffirm, the unlawful contract."

55. There is no record or evidence that an ultra vires contract is enforceable as per; "When a contract is once declared ultra vires, the fact that it is executed does not validate it, nor can it be ratified, so as to make it the basis of suitor action, nor does the doctrine of estoppel apply." *F& PR v. Richmond*, 133 SE 898; 151 Va 195.
56. There is no record or evidence that the wanton misconduct of the Special Referee, and attorney for respondent are protected by the Governmental Immunities Act as per; Concerning actions within the scope of employment and for willful and wanton conduct causing injury in violation of due process and civil rights of the Claimant are not limited by the Governmental Immunities Act; "Conduct wrongful under Section 1983 cannot be immunized. Conduct by persons acting under color of state law which is wrongful under 42 U.S.C. Section 1983 cannot be immunized by state law." Mucci v. Falcon School Dist.No.49, 655 O, 2d 422 (1982)
57. There is no record or evidence that a state actor can't be held liable as per; "A state actor cannot avoid liability under a state immunity provision in an action brought under

42 U.S.C. Section 1983.” City of Lakewood v. Brace, 919 P.2d 231(1996)

58. There is no record or evidence that respondent, Special Referee, and attorneys misconduct does not waive their Governmental Immunities Act as per; “This section operates as a waiver of a public employee’s immunity for willful and wanton acts but does not operate as a waiver of a public entity’s immunity for such acts.” Kings v. U.S., 53 F. Supp.2d 1056 (1999).

59. There is no record or evidence that the state may proceed against a Private Individual as per; “...where any settled proceeds against a private individual in a judicial forum it is well settled that the state, county, municipality, etc. waives any immunity to counters, cross claims and complaints, by direct or collateral means regard the matters involved.” Luckenback v. The Thekla, 295 F 1020, 226 Us 328; Lyders v. lund, 32 F2d 308;

60. There is no record or evidence that officers are not deemed to know the law, as per; “Officers of the court have no immunity, when violating a constitutional right, from liability. For they are deemed to know the law.” Owens v. Independence, 100 S.Ct.1398.

61. There is no record or evidence that when a Special Referee, judge acts where he or she has no jurisdiction that the Special Referee, judge has just engaged in an act or acts of treason, as per; “When a judge acts where he or she does not have jurisdiction to act, the judge is engaged in an act or acts of treason.” US Supreme Court, U.S. V. Will, 449 Us 200,216,101 S Ct, 471, 66 Led2nd 392, 406 (1980) Cohens v. Virginia, 19 Us (6 Wheat) 264, 404, SLEd 257 (1821).

62. There is no record or evidence that Respondents attorney, and Special Referee are not presumed to know the law as per; “ All are presumed to know the law.” San Francisco Gas Co.v. Brickwedel (1882), 62 C. 641; Dore v. Southern Pacific Co.(1912), 163 C. 182, 124

P. 817; People v. Flanagan (1924), 65 C.A. 268, 223 P. 1014; Lincoln v. Superior Court (1928), 95 C.A. 35, 271 P. 1107; San Francisco Realty Co. v. Linnard(1929), 98 C.A. 33, 276 P. 368.

63. There is no record or evidence that Special Referee has not commented an intentional tort by not having subject matter jurisdiction by way of failure to swear oath of office as per; “Not every action by any judge is in exercise of his judicial function. It is not a judicial function for a Judge to commit an intentional tort even though the tort occurs in the Courthouse. When a judge acts as a Trespasser of the Law, when a judge does not follow the law, the judge loses subject matter jurisdiction and The Judge’s orders are void, of no legal force or effect”. The Court in Yates v. Village of Hoffman Estates, Illinois, 209 F. Supp. 757 (N.D. Ill. 1962).

64. There is no record or evidence that the United States Supreme Court has not stated that, “No State legislator or executive or judicial officer can war against the Constitution without violating his undertaking to support it”.

65. There is no record or evidence that the Special Referee practicing law from the bench is not prohibited as per; referenced at Title 28, Sec. 454, as it states: “Any justice or judge appointed under the authority of the United States who engages in the practice of law is guilty of a high misdemeanor.”

66. There is no record or evidence that Respondent, and Special Referee attempting to enforce “unconscientable contracts” of any, for, or from any time period are not guilty of “Seditious conspiracy”, as per; defined at; TITLE 18 SUBSECTION 2384. Seditious conspiracy, “If two or more persons in any state or Territory, or in any place subject to the jurisdiction of the United States, conspire to overthrow, put down, or to destroy by

force the Government of the United States, or to levy war against them, or to oppose by force the authority thereof, or by force to prevent, hinder, or delay the execution of any law of the United States, or by force to seize, take, or possess any property of the United States contrary to the authority thereof, they shall be fined under this title or imprisoned not more than twenty years, or both.

67. The Foreign Sovereign Immunity Act, Title 28: U.S. Codes, Section 1605, provides for liability damages done by judges, clerks, political officers, and all others doing business in the United States on behalf of a de facto foreign fiction government. The Public Vessels Act, Title 46: U.S. Codes, Chapter 22, Section 781, is another law that specifically waives any immunity of the government or their employees and agents. This includes, but is not limited to, judges, police officers, prosecutors, elected officials, and other public vessels.

68. There is no record or evidence that officer acting outside of scope can't be held liable for damages to state citizen as per; *Cooper v. O'Connor*, 99 F.2d 135,137,138 (D.C. Cir. 1938); "There is also general rule that if any officer acts outside the scope of his jurisdiction and without authorization of law, he is liable in an action for damages for injuries suffered by a citizen as a result thereof." See also *Estrada v. Hills*, 401 F. Supp. 429, 434 (N.D.Ill.1975).

69. There is no record or evidence that federal law is not controlling law as per; In *Butz v. Economou*, 438 U.S. 478, 98 S.Ct. 2894 (1978), this rule was clearly acknowledged by the Court: "As these cases demonstrate, a federal official was protected for action tortious under state law only if his acts were authorized by controlling federal law," 438 U.S. 478, at 490.

70. There is no record or evidence that Respondent implied acquiescence is not admission of account stated as per; "The implied acquiescence arising from failure of a party to object within a reasonable time to a statement of account is all the evidence necessary to prove party's admission of existence of an "account stated." Doyle v. McPherson (1940) 97 P.2d 249, 36 C.A.2d 81.

71. There is no record or evidence that the express conduct of respondent attorney to bring accounting did not imply an agreement to comply with the entire Nature of Discovery and Full Disclosure as per; Young-man v. Nevada Irr. Dist. (1969) 74 Cal. Rptr.398, 449 P.2d 462, 70 C. 2d 240, " terms of an express contract are stated in words, while those of an implied agreement are manifested by conduct."

72. There is no record or evidence that the making of an agreement may not be inferred by proof of conduct, according to Blaustein v. Burton (1970) 88 Cal. Rptr.319, 9 C.A.3d 161; and Medina v. Van Camp Sea Food Co. (1946) 171 P.2d 445, 75 C.A.2d 551, " making of agreement may inferred by proof of conduct as well as by proof of use of words."

73. There is no record or evidence that Petitioners has freely given license to Respondent(s), or that Petitioners are not under duress or undue influence by Respondents or that the contract entered into was not procured by fraud as per; "The assent of each party must be freely given; a contract entered into as a result of the exercise of duress or undue influence by the other party, or procured by the fraud of one of the parties, lacks the essential element of real assent and may be avoided by the injured party." Wall v. Bureau of Lathing and Plastering (1960, Fla App D3) 117 So 2d 767.

74. There is no record or evidence that a state can impair a contract as per; The United

States Supreme Court (359 U.S. 275 at 285) "...opined in 1959 that an interstate compact is a "contract" protected by the Constitution's contract clause forbidding a state legislature to enact a "law impairing the obligation of contracts."

75. There is no record or evidence that the respondent and their attorneys silence to the Appellants Return served November 8, 2014 is not equated with fraud as per "Silence can only be equated with fraud when there is a legal or moral duty to speak, or when an inquiry left unanswered would be intentionally misleading... We cannot condone this shocking conduct...If that is the case we hope our message is clear. This sort of deception will not be tolerated and if this is routine it should be corrected immediately. "U.S. v. Tweet 550 F2d 297, 299-300.

76. There is no record or evidence that the lower court did not erred by allowing living breathing flesh and blood in full life man/woman to be as defendants in an action brought by a corporation as per; 79th Congress Administrative Procedures Act which states that all courts operate in administrative capacity only against themselves, are corporations and foreign to the living man/woman who can only appear as the plaintiff

77. There is no record or evidence that respondents were the holder in due course as per; "A bank is not the holder in due course upon merely crediting the depositors account." Bankers Trust v. Nagler, 229 NYS 2d 142, 143.

78. There is no record or evidence that contracts based on no consideration are not void as per; "If any part of the consideration for a promise be illegal, or if there are several considerations for an un-severable promise one of which is illegal, the promise, whether written or oral, is wholly void, as it is impossible to say what part or which one of the considerations induced the promise." Menominee River Co. v. Augustus Spies L & C

Co., 147 Wis 559-572; 132 NW 1122.

79. There is no record or evidence that contract based on a false promise is not void as per; "The contract is void if it is only in part connected with the illegal transaction and the promise single or entire." *Guardian Agency v. Guardian Mut. Savings Bank*, 227 Wis 550, 279 NW 83.

80. There is no record or evidence that it is necessary for a rescission of a contract to recover damages as per; "It is not necessary for rescission of a contract that the party making the misrepresentation should have known that it was false, but recovery is allowed even though misrepresentation is innocently made, because it would be unjust to allow one who made false representations, even innocently, to retain the fruits of a bargain induced by such representations." *Whipp v. Iverson*, 43 Wis 2d 166.

81. There is no record or evidence that the Respondent not being the real party in interest has standing to bring suit as per; LYNN E. SZYMONIAK, Plaintiffs, vs. AMERICAN HOME MORTGAGE SERVICING et al., Defendants.

C.A.No.0:13-CV-464-JFA

82. There is no record or evidence that bifurcating the mortgage and note does not dismiss the Respondent action for foreclosure as per; *Carpenter v. Longan*, 83 U.S. 271, 16 Wall. 271, 21 L.Ed. 313 (1872)

83. CONSIDERATION: The inducement to a contract. The cause, motive, price or impelling influences, which induce a contracting, party to enter into a contract. The reason, or material cause of a contract.

84. COURT: The person and suit of the sovereign; the place where the sovereign sojourns with his regal retinue, wherever that may be. [Black's Law Dictionary, 5th

Edition, page 318.]

85. There is no record or evidence that an un rebutted affidavit does not stand as judgment in commerce as per; Maxim of Law: 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.
86. There is no record or evidence that Respondents contract is not void as per; Maxim of Law: A contract founded on an unlawful consideration, or against good morals, is null.
87. There is no record or evidence that one is not entitled to continue to pay once discovered that he does not owe as per; Maxim of Law: 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.
88. There is no record or evidence that the burden of proof lies with the Special Referee as per; Maxim of Law: The claimant is always bound to prove: the burden of proof lies on him.
89. There is no record or evidence that officers acting outside of their scope are not held liable in their personal capacity as per; Ex Parte Young 209 US 123 (1908): “The Eleventh Amendment provides no shield for a state official confronted by a claim that he had deprived another of a federal right under the color of state law...when a state officer acts under a state law in a manner violative of the federal constitution. And he is, in that case, stripped of his official or representative character, and is subjected in his person to the consequences of his individual conduct. The state has no power to impart to him any immunity from responsibility to the supreme authority of the United States.”

90. There is no record or evidence that any unconstitutional brought actions are not void as per; "The general rule is that an unconstitutional statute, though having the form and the name of law, is in reality no law, but is wholly void and ineffective for any purpose since unconstitutionality dates from the time of its enactment and not merely from the date of the decision so branding it; an unconstitutional law, in legal contemplation, is as inoperative as if it had never been passed ... An unconstitutional law is void." (16 Am. Jur. 2d, Sec. 178)
91. There is no record or evidence Special Referee/Judge unconstitutional acts can be enforced as per; "An unconstitutional act is not law; it confers no rights; imposes no duties; affords no protection; it creates no office; it is in legal contemplation, as inoperative as it had never been passed." Norton v. Shelby County." 118 U.S. 425
92. There is no record or evidence that the Special Referee does not have a duty to protect the unalienable, inalienable constitutional rights of the Petitioners as per; "State courts, like federal courts, have a "constitutional obligation" to safeguard personal liberties and to uphold federal law." Stone v. Powell 428 US 465, 96 S. Ct. 3037, 49 L. Ed. 2d 1067.
93. "The obligation of state courts to give full effect to federal law is the same as that of federal courts." New York v. Eno. 155 US 89, 15 S. Ct. 30, 39 L. Ed. 80.
94. There is no record or evidence that the Special Referee did not deny Petitioners claims to be adjudicated according to the rule of precedent as per; In re Anastasoff: litigants' constitutional rights are violated when courts depart from precedent where parties are similarly situated. All litigants have a constitutional right to have their claims adjudicated according to the rule of precedent. See Anastasoff v. United States, 223 F.3d 898 (8th Cir. 2000).

WHEREFORE Petitioners move this court to enter an order in accord with the order in the Verified Petition for Rehearing, as well as the authorities contained in this memorandum in support, and grant such further relief as the court may deem reasonable under the circumstances in the light of rule of precedent.

UCC 1-308/1-103.6

By: Arnold Jr. & Dazarhea Parson

Arnold Jr. & Dazarhea Parson In Propria Persona Sui Juris

STATE OF SOUTH CAROLINA
IN COURT OF APPEALS

Anderson Brothers Bank
Plaintiff-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-appellants.

Petitioner's Mandatory Judicial Notice

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

Appeal from order granting summary judgment
Marion County Special Referee,
Haigh Porter, presiding

Arnold Jr. Dazarhea Parson
3546 Quail Roost Road
Mullins, South Carolina [29574]

December 31, 2014

MANDATORY JUDICIAL NOTICE

1. It appears to be the willful intent of Respondents to deny Petitioners due process of law.

Attached is a communication from Suzanne Grigg attorney for Respondents to Master in Equity/Judge Haigh Porter informing him to proceed with Writ of Assistance(see exhibit A).

2. Rule 221(a) S.C.A.C.R allows 15 days for a Petition for Rehearing before a Remittitur is sent to the Lower Court. The order for dismissal was filed on December 18, 2014.

Therefore it appears the email, prematurely sent on December 29, 2014 is an evidentiary fact of the willful intent to once again deny due process.

3. Also attached are additional evidentiary facts labeled Exhibit B-J that support the ultimate facts of Petitioners position.

4. **Cohens v. Virginia (6 Wheaton) 19 US 264 (1821)** “A law cannot exceed the authority of the lawgiver. We have no more right to decline the exercise of jurisdiction which is given, than to usurp that which is not given. The one or the other would be treason to the constitution. The several state legislatures and judiciaries, are all bound by solemn obligation of an oath, to support the federal constitution;...willfully legislating in violation of that constitution...[is] guilty of perjury. [309]”

WHEREFORE Petitioners move this court to take mandatory judicial notice of the evidentiary facts presented herein and in light of the facts enter an order granting the petition for rehearing, reverse and remand it to the lower court with instructions to repair a make Petitioners whole

again together along with any other relief as the court may deem reasonable
under the circumstances in the light of rule of precedent.

UCC 1-308/1-103.6

By: Arnold Parson Jr. Dazarhea Parson

Arnold Jr. & Dazarhea Parson In Propria Persona Sui Juris

EXHIBIT A

COMMUNICATIONS FROM SUZANNE
GRIGG ATTORNEY FOR RESPONDENT TO
SPECIAL REFEREE HAIGH PORTER
INFORMING HIM TO PROCEED WITH
WRIT OF ASSISTANCE

Watford, Debbie

From: Grigg, Suzanne G.
Sent: Monday, December 29, 2014 12:16 PM
To: hporter5@bellsouth.net
Cc: riversa@abbank.com; Begley, Shannon B.; Watford, Debbie
Subject: Anderson Bros Bank v Parsons [IWOV-NPCOL1.FID1439643]
Attachments: Order dismissing appeal.pdf

Dear Judge Porter,

Please find attached a copy of the Order Dismissing Appeal in the Parsons' matter. Please continue with the writ of assistance and let me know if you need anything further.

As I do not have the Parsons' email address, I have not copied them on this communication. However, in an effort to avoid ex parte communications, my office will print this email and Order, and mail a copy to them.

Thanks for your assistance.

Suzi Grigg

Suzanne Taylor Graham Grigg

Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, SC 29202
T: 803.771.8900, F: 803.253.8277
sgrigg@nexsenpruet.com
www.nexsenpruet.com

NEXSEN PRUET



CONFIDENTIAL COMMUNICATION: The information contained in this message may contain legally privileged and confidential information intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or duplication of this transmission is strictly prohibited. If you have received this communication in error, please notify us by telephone or email immediately and return the original message to us or destroy all printed and electronic copies. Nothing in this transmission is intended to be an electronic signature nor to constitute an agreement of any kind under applicable law unless otherwise expressly indicated. Intentional interception or dissemination of electronic mail not belonging to you may violate federal or state law.

IRS CIRCULAR 230 NOTICE: Any federal tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending any transaction or matter addressed in this communication.

NEXSEN | PRUET

Debbie Watford
Legal Practice Assistant

December 29, 2014

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

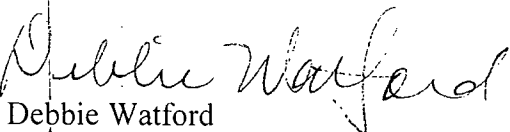
Dazarhea Monique Parson
3546 Quail Roost Road
Mullins, South Carolina 29574-7378

Re: *Anderson Brothers Bank v. Parson*
Appellate Case No. 2013-001864

Dear Mr. and Mrs. Parson:

For your information, please find enclosed Attorney Grigg's email communication to Judge Porter forwarding a copy of the Order of the South Carolina Court of Appeals dismissing your appeal in the above matter.

Very truly yours,



Debbie Watford
Secretary to Suzanne Taylor Graham Grigg

Charleston

Charlotte

Columbia

Greensboro

Greenville

Hilton Head

Myrtle Beach

Raleigh

EXIHIBIT B
AGREEMENT REACHED BETWEEN THE
PARTIES

APPELLANTS VERIFIED RETURN SERVED
NOVEMBER 8, 2014

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

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 Nexsen 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 2 NOV. 2014, a natural man and women appeared in their true characters, who identified themselves as Arnold Parson Jr & Dazarhea Parson, appeared before me AK 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

Commision 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

EXHIBIT C

OBJECTION TO MASTER IN EQUITY IN
ACCORDANCE TO SOUTH CAROLINA
PROCEDURE RULE 53. SEPTEMBER 1, 2002
AMENDMENT, ALSO IN ACCORD WITH
SOUTH CAROLINA CIVIL PROCEDURE
RULE 38

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

June 25, 2013

To: Marion County Circuit Court Judge/ Marion County Clerk of Court

Re: Objection to Master in Equity in accordance to South Carolina Civil
Procedure Rule 53. September 1, 2002 Amendment, also in accord with South
Carolina Civil Procedure Rule 38

Maxims of Law:

- ❖ *Truth is expressed by means of an affidavit.* An affidavit is a solemn, unequivocal oath designed to express truth without evasion, concealment, deception or insincerity. It is distinguished from "testimony" in that an affidavit is not subject to cross examination.
- ❖ *An un-rebutted affidavit stands as truth in Commerce.* Legally, "He who does not deny, admits" or "silence implies consent."
- ❖ *An un-rebutted affidavit becomes the judgment in Commerce.* Legal: court proceedings are a contest of affidavits, wherein the points remaining un-rebutted in the final analysis stand as truth, and the matters to which the legal judgment is applied.
- ❖ *Sacrifice is the measure of credibility.* Legal: "He who bears the burden ought also to derive the benefit." Basically, anyone who is not damaged, put at risk, or willing to swear an oath on his liability for the truth of his statements, has no basis to claim the spoils.
- ❖ *A lien or claim can be satisfied only through rebuttal by counter-affidavit point-for point, resolution by jury, or payment.* Legal: "If the plaintiff does not prove his case, the defendant is absolved."
- ❖ What is good and equal, is the law of laws.
- ❖ No man ought to derive any benefit of his own wrong.
- ❖ Consent makes the law. A contract is a law between the parties, which can acquire force only by consent.
- ❖ There is no disputing against or denying principles.
- ❖ The agreement of the parties makes the law of the contract.
- ❖ The agreement of the parties overcomes or prevails against 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 judges answer to the law, the jury to the facts.
- ❖ A debtor is not presumed to make a gift.
- ❖ Equity looks upon that as done, which ought to be done.
- ❖ Negative facts are not proof.
- ❖ It is a fraud to conceal a fraud.
- ❖ What belongs to us cannot be transferred to another without our consent.
- ❖ Ignorance of fact may excuse, but not ignorance of law.
- ❖ A part is included in the whole.
- ❖ Juries are the judges of the facts.
- ❖ The contract makes the law.
- ❖ Law is the dictate of reason.
- ❖ The law always gives a remedy.
- ❖ A maxim is so called because its dignity is chiefest, and its authority most certain, and because universally approved by all.
- ❖ No one should lose his property without his act or negligence.

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- ❖ The origin of a thing ought to be inquired into.
- ❖ Plain truths need not be proved.
- ❖ Precedents has as much law as justice.
- ❖ Things which belong to the person ought not to be separated from the person.
- ❖ Things introduced contrary to the reason of law, ought not to be drawn into precedents.
- ❖ Whatever is inserted for the purpose of removing doubt, does not hurt or affect the Common Law.
- ❖ What is done contrary to the custom of our ancestors, neither pleases nor appears right.
- ❖ Whatever appears within the reason of law, ought to be considered within the law itself.
- ❖ He who uses his legal rights, harms no one.
- ❖ What is necessary is lawful.
- ❖ Rights never die.
- ❖ It is natural that he who bears the charge of a thing, should receive the profits.
- ❖ The claimant is always bound to prove: the burden of proof lies on him.
- ❖ An affirmative stature does not take from the common law.
- ❖ Where there is a right, there is a remedy.
- ❖ When the common law and statute law concur, the common law is to be preferred.

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.

To Whom it May Concern,

On February 21, 2013 questions were sent to Anderson Brothers Bank concerning a mortgage with them in the form of a Courtesy Notice that if the information was incorrect please state in writing under oath sworn to under penalty of perjury, and also attached was a new contract that was agreed to by the parties through there tacit consent. There also was an affidavit that was referenced in the Courtesy Notice that has yet to be rebutted by another affidavit. The questions were never answered, where the Fair Debt Collection Practice Act states they must be answered before further actions can be taken. Since then Anderson Brothers Bank has been proceeding with a foreclosure that is fraud abinitio. We've sent a Discovery and Full Disclosure in order to prove the fraud and they have refused to answer. There non response was a dishonor. We sent them a fault and opportunity to cure, it too was a non- response. There have been several affidavits of truth sent as well that have yet to be rebutted by another affidavit of rebuttal. From our understanding of our due diligence it is illegal for Anderson Brothers Bank to keep persuing this matter without answering/ responding to the lawful writ under oath according to South Carolina Civil Procedure Rule 33. Substance has precedence over form, and their actions show that they are concealing fault in this matter. Anderson Brothers Bank are in violation of The Fair Debt Collection Practice Act and The Maxims of Law.

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.

UCC 1-308 (old 1-207)

By: Arnold Parson Jr.
Arnold Parson Jr, in propria persona

UCC 1-308 (old 1-207)

By: Dazarhea Parson
Dazarhea Parson, in propria persona

EXIHIBIT D
DISCOVERY AND FULL DISCLOSURE, UN-
REBUTTED AFFIDAVIT, AND PROOF OF
SERVICE

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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MARION COUNTY SC
CLERK OF COURT
JERRY R. RHODES
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.

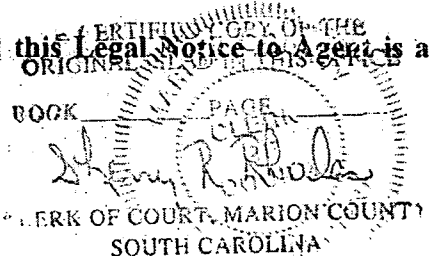
4. Anderson Brothers Bank or its Assigns are hereby 'Requested' to produce and to reveal the 'Certificate of Title' associated with the **Original Loan** issued from your Bank / Agency / Company / or Representative(s); and reveal all other notes related in any way to the Borrowers Arnold Parson Jr/ Dazarhea 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

• CERTIFIED COPY OF THE
ORIGINAL FILED IN THIS OFFICE
BOOK _____ PAGE _____
• 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 1-308-041-201 UCC 1-308-041-201
Signed: Dazarhea Parson Arnold Parson Jr
Dazarhea Parson Arnold Parson Jr

JURAT

State of SC)
) ss:
County of Marion)

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

A CERTIFIED COPY OF THE ORIGINAL FILED IN THIS OFFICE

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[Signature]
CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

Tracking Number: 70110470000164720578**Expected Delivery Day: Friday, May 3, 2013**

Product & Tracking Information

Available Actions

Postal Product:
First-Class Mail®**Features:**
Certified Mail™**Return Receipt****Return Receipt After Mailing**

DATE & TIME	STATUS OF ITEM	LOCATION
May 6, 2013 , 8:16 am	Delivered	COLUMBIA, SC 29202
Your item was delivered at 8:16 am on May 6, 2013 in COLUMBIA, SC 29202.		
May 3, 2013 , 1:18 am	Departed USPS Facility	COLUMBIA, SC 29201
May 2, 2013 , 10:34 pm	Arrived at USPS Origin Facility	COLUMBIA, SC 29201
May 2, 2013 , 2:37 pm	Departed Post Office	MULLINS, SC 29574
May 2, 2013 , 11:54 am	Acceptance	MULLINS, SC 29574

Track Another Package

Tracking (or receipt) number**Track It**

EXIHIBIT E
ADDITIONAL UN-REBUTTED AFFIDAVITS
AFFIDAVIT OF OBLIGATION AND
CERTIFIED STATEMENT OF ACCOUNT

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)
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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.

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.

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COOK-TRACER
12-1-13

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

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

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, HARNESSSES, 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 1-207)

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)

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

Commission Expires 11-25-2018

MRS. KRIS F. NELSON
SC NOTARY PUBLIC
MCE: 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 Pearson Jr.
Secured Party in propria persona

UCC 1-308(6) d 1-207)
By: Dozerbek Buxan
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 (0121-207)

By: Arnold Parson Jr.
Arnold Parson Jr Secured Party

UCC 1-308 0121-207
By: Dazarhea Parson
Dazarhea Parson Secured Party

AFFIDAVIT OF OBLIGATION
NOTICE OF FAULT AND OPPORTUNITY TO CURE

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

Notary's Certification:

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)

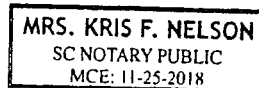
Dazarhea Parson
Dazarhea Parson

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



Commission Expires 11-25-2018

Seal

EXIHIBIT F
AFFIDAVIT OF NON-MILITARY SERVICE #
6, EVIDENTARY FACTS OF THE ULTIMATE
FACTS OF ATTORNEYS PERJURY,
FRIVIOLOUS RESPONSE, NOTICE OF
FRAUD, CORRECTION OF FRAUD, CEASE
AND DESIST

STATE OF SOUTH CAROLINA
COUNTY OF MARION

Anderson Brothers Bank,
Plaintiff,

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,

Defendants.

IN THE CIRCUIT COURT

Case No. 2013-CP-33-306

**AFFIDAVIT OF DEFAULT AND NON-
MILITARY SERVICE AS TO
DAZARHEA MONIQUE PARSON AND
A. TYRONE PARSON, JR.**

PERSONALLY APPEARED before me, Suzanne Taylor Graham Grigg, who
being duly sworn, deposes and says:

1. She is an attorney at the law firm of Nexsen Pruet, LLC, counsel for the Plaintiff
in the above action;
2. The *Lis Pendens*, *Civil Action Coversheet*, *Summons*, *Verified Complaint*, and
Notice of Mortgagor's Foreclosure Intervention Rights, were duly served upon Dazarhea
Monique Parson a/k/a Dazarhea D. Parson a/k/a Dazarhea Monique Daniels Parson, ("Defendant
Dazarhea Parson"), on May 1, 2013, as evidenced by the *Affidavit of Service* filed with the Court
in this case on June 4, 2013, a copy of which is attached hereto as Exhibit "A" and incorporated
herein by reference;
3. Upon information and belief, Defendant Dazarhea Parson is not, and was not at
the time of the commencement of this action, a member of the Armed Services of the United
States, as is contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

EXIHIBIT G
RESERVATION OF RIGHTS RECEIVED BY
SPECIAL REFEREE PRIOR TO LOWER
COURT HEARING

Case Numbers: 2013-LP-33-043 & 2013-CP-33-306

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]

EXIHIBIT H
UNLAWFUL RE-CONVEYANCE OF
APPELLANTS PRIVATE
PROPERTY/EVIDENTIARY FACTS IN
SUPPORT OF BIASED PROCEEDING

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. Tyrone 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:

Transfer No. 130838
October 24 2013
34 Book 205
(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.

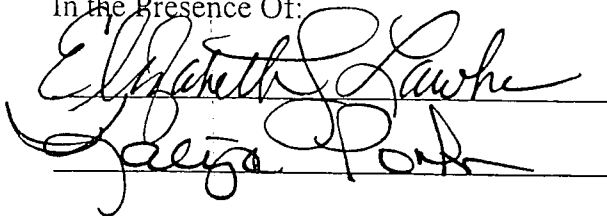
TO HAVE AND TO HOLD, all and singular the premises before mentioned unto said Grantee, its successors and assigns forever.

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:


Elizabeth S. Lawrence
Haigh Porter


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.

Gaege Port (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.

SWORN to before me this 22nd

day of October 2013

Suzanne Taylor Graham Grigg
Notary Public for South Carolina
My Commission Expires: 3/15/20

Suzanne Taylor Graham Grigg
Responsible Person Connected with the Transaction

Suzanne Taylor Graham Grigg, Esquire
Print or Type Name Here

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.

201200031380
Filed for Record in
MARION COUNTY, SC
SHERRY R. RHODES, CLERK OF COURT
04-04-2012 At 04:10 pm.
MORTGAGE 10.00
Vol 195 Page 244 - 246

201200031380
ROBERT H CORLEY

THE STATE OF SOUTH CAROLINA) MORTGAGE OF REAL ESTATE
COUNTY OF MARION)

TO ALL WHOM THESE PRESENTS MAY CONCERN: WE, **DAZARHEA D. PARSON**
AND A. TYRONE PARSON, JR.,

IN THE STATE AFORESAID SEND GREETING:

WHEREAS WE the said **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** (Hereinafter also styled the mortgagor) in and by OUR certain Note or obligation bearing even date herewith, stand firmly held and bound unto **Anderson Brothers Bank, P.O. BOX 310, Mullins, SC 29574** (hereinafter also styled the mortgagee) in the sum of **Twenty Thousand Nine Hundred and 00/100's (\$20,900.00) Dollars**, as evidenced by and according to the terms and conditions of a Promissory Note of even date herewith, as in and by the said Note and Conditions(s) thereof, reference being thereof had, will more fully appear.

WHEREAS, in consideration of advances made and which may be made by **Anderson Brothers Bank, Mullins, Lender to DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** borrower(s), aggregating **Twenty Thousand Nine Hundred and No/100's (\$20,900.00) Dollars** evidence by note executed of even date herewith which is hereby expressly made a part hereof and to secure in accordance with Section 29-3-50, Code of Laws of South Carolina 1976. (1) All existing indebtedness of **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** and **Anderson Brothers Bank, Mullins,** as referenced by the above described advances evidenced by the promissory note of even dated herewith and all renewals and extensions thereof. (2) all future advances that may subsequently be made to **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** to **Anderson Brothers Bank, Mullins,** as evidenced by promissory notes, and all renewals and extensions thereof. The maximum principal amount of all existing indebtedness and future advances outstanding at any one time not to exceed **Twenty Thousand Nine Hundred and 00/100's (\$20,900.00) Dollars** plus interest thereon, attorney's fees and court costs with interest as provided in said note(s), and costs including a reasonable attorney's fee and charges as provided in the said note(s) herein.

DUE ON SALE- This mortgage is due on sale.

NOW, KNOW ALL MEN, that the said **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledge, have granted, bargained, sold and released, by these Presents do grant, bargain, sell and release unto the said **Anderson Brothers Bank, ITS SUCCESSORS AND ASSIGNS FOREVER.**

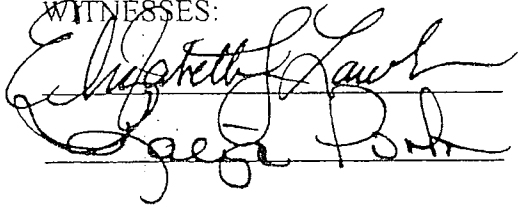
All that certain piece, parcel of lot of land lying and being situate on the southeast side of Quail Roost Drive near the City of Mullins, Marion County, South Carolina. Said lot being shown and designated as Lot No. 34 on a map of Quail Roost Subdivision, Phase 1, by Pittman- Lesson Survey Company dated 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.

*For Satisfaction of Mortgage by Foreclosure See R.E. Vol. 253 Page 109
Sherry R. Rhodes, Clerk of Court, 04-04-2012, 04:10 PM, 2013*

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:

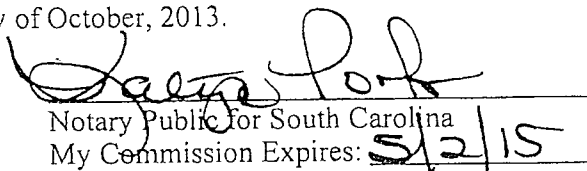


Witness my hand and seal this 16th day of
October, 2013

201300036012
Filed for Record in
MARION COUNTY, SC
SHERRY R. RHODES, CLERK OF COURTS
10-24-2013 At 03:36 pm.
SAT HTG 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

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(018 1-207

Arnold Parson Jr.
Arnold Parson Jr

ucc 1-308(018 1-207)

By: Dazarhea Parson
Dazarhea Parson

BOOK _____ PAGE _____
2013 JUN 18 P 3:47

FILED

Notice of Fraud, Correction of Fraud, Cease and Desist
Notice to Agent is Notice to Principal; Notice to Principal is Notice to Agent

June 17, 2013

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

Suzanne Griggs
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: Correspondence to June 5, 2013

Dear Miss Suzanne Griggs,

We accept for value and return for value your dishonor. You have been served a lawful writ for "Nature of Discovery and Full Disclosure" and you were allotted twenty (20) days to respond to the Interrogatories and rebut the attached affidavit with another affidavit on a point by point basis sworn to the penalty of perjury on your unlimited commercial liability. There was a non-response, so in good faith you were given an opportunity to cure the fault, and it too was a non-response. In the course of your non-response you have been aggressively trying to proceed with a foreclosure on a mortgage contract that is fraud ab initio. Ms. Griggs you are in violation of several Fair Debt Collection Practice Acts. At receipt of this notice you are to Cease and Desist halting all actions, due to this Notice of Fraud, and to correct the Fraud.

Sincerely,

ucc 1-308 (old 1-207)

Arnold Parson Jr.

Arnold Parson Jr
ucc 1-308 (old 1-207)

Dazarhea Parson

Dazarhea Parson

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

STATE OF SOUTH CAROLINA
COUNTY OF MARION

IN THE CIRCUIT COURT

Anderson Brothers Bank,
Plaintiff,

Case No. 2013-CP-33-306

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,

Defendants.

**AFFIDAVIT OF DEFAULT AND NON-
MILITARY SERVICE AS TO
DAZARHEA MONIQUE PARSON AND
A. TYRONE PARSON, JR.**

PERSONALLY APPEARED before me, Suzanne Taylor Graham Grigg, who
being duly sworn, deposes and says:

1. She is an attorney at the law firm of Nexsen Pruet, LLC, counsel for the Plaintiff
in the above action;

2. The *Lis Pendens*, *Civil Action Coversheet*, *Summons*, *Verified Complaint*, and
Notice of Mortgagor's Foreclosure Intervention Rights, were duly served upon Dazarhea
Monique Parson a/k/a Dazarhea D. Parson a/k/a Dazarhea Monique Daniels Parson, ("Defendant
Dazarhea Parson"), on May 1, 2013, as evidenced by the *Affidavit of Service* filed with the Court
in this case on June 4, 2013, a copy of which is attached hereto as Exhibit "A" and incorporated
herein by reference;

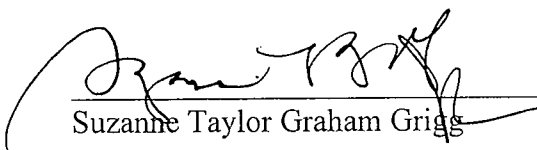
3. Upon information and belief, Defendant Dazarhea Parson is not, and was not at
the time of the commencement of this action, a member of the Armed Services of the United
States, as is contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

4. The *Lis Pendens, Civil Action Coversheet, Summons, Verified Complaint*, and *Notice of Mortgagor's Foreclosure Intervention Rights*, were duly served upon A. Tyrone Parson, Jr. a/k/a Arnold Tyrone Parson, Jr., ("Defendant Tyrone Parson"), on May 1, 2013, as evidenced by the *Affidavit of Service* filed with the Court in this case on June 4, 2013, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference;

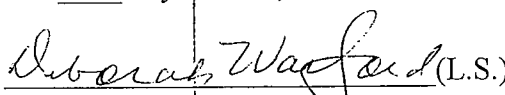
5. Upon information and belief, Defendant Tyrone Parson is not, and was not at the time of the commencement of this action, a member of the Armed Services of the United States, as is contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

6. More than thirty (30) days have elapsed since the service of the foregoing pleadings upon Defendant Dazarhea Parson and Defendant Tyrone Parson (collectively "Defendants"), and no responsive pleadings or motions contemplated under Rule 12, SCRCP, have been served upon Plaintiff's attorney by Defendants; and

7. Said Defendants are now in default.


Suzanne Taylor Graham Grigg
NEXSEN PRUET, LLC
1230 Main Street, Suite 700 (29201)
P.O. Drawer 2426
Columbia, South Carolina 29202
Telephone: (803) 771-8900
Facsimile: (803) 253-8277
Attorneys for Plaintiff Anderson Brothers Bank

SWORN and subscribed to before me
this 5 day of June, 2013


(L.S.)

Notary Public for South Carolina

My Commission Expires: 9-19-2021

STATE OF SOUTH CAROLINA

COUNTY OF MARION

IN THE CIRCUIT COURT

Anderson Brothers Bank,

Plaintiff,

Case No. 2013-CP-33-306

vs.

CERTIFICATE OF SERVICE

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,

Defendants.

I, Shawn S. Wingo, of Nexsen Pruet, LLC, do hereby certify that copies of the *Affidavit of Default and Non-Military Service as to Dazarhea Monique Parson and Tyrone Parson, Jr.*, and *Certification Regarding Mortgagor's Non-Participation in Foreclosure Intervention Process*, were served upon the following parties by placing the same in the United States mail, first class postage prepaid, addressed as shown below, this the 5th day of June, 2013, at Columbia, South Carolina.

Dazarhea Monique Parson
3546 Quail Roost Road
Mullins, SC 29574

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

Chief Counsel for Litigation
South Carolina Department of Revenue
Office of General Counsel
P.O. Box 125
Columbia, SC 29214

South Carolina Department of Motor Vehicles
Frank L. Valenta, Jr., General Counsel
Office of General Counsel
Post Office Box 1498
Blythewood, SC 29016

[Signature Block to Follow]

Shawn S. Wingo

Shawn S. Wingo

Project Assistant to Suzanne Taylor Graham Grigg

NEXSEN PRUET, LLC

1230 Main Street, Suite 700 (29201)

Post Office Drawer 2426

Columbia, South Carolina 29202

Phone: (803) 771-8900

Fax: (803) 253-8277

Attorneys for Plaintiff Anderson Brothers Bank

EXHIBIT I
EVIDENTIARY FACTS IN SUPPORT OF
SPECIAL REFEREE DISOBEYING A
DIRECT ORDER FROM THE CHIEF
JUSTICE OF SOUTH CAROLINA'S
SUPREME COURT

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

DISCLAIMER

The South Carolina Legislative Council is offering access to the unannotated South Carolina Code of Laws on the Internet as a service to the public. The unannotated South Carolina Code on the General Assembly's website is now current through the 2013 session. The unannotated South Carolina Code, consisting only of Code text, numbering, and history, may be copied from this website at the reader's expense and effort without need for permission.

The Legislative Council is unable to assist users of this service with legal questions. Also, legislative staff cannot respond to requests for legal advice or the application of the law to specific facts. Therefore, to understand and protect your legal rights, you should consult your own private lawyer regarding all legal questions.

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Please note that the Legislative Council is not able to respond to individual inquiries regarding research or the features, format, or use of this website. However, you may notify the Legislative Services Agency at LSA@scstatehouse.gov regarding any apparent errors or omissions in content of Code sections on this website, in which case LSA will relay the information to appropriate staff members of the South Carolina Legislative Council for investigation.

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:

EXIHIBIT J

SHOW CAUSE TRANSCRIPT

UN-DISPUTED EVIDENTARY FACTS IN SUPPORT OF
ULTIMATE FACTS:

ATTORNEY DOES NOT HAVE BONAFIDE FIRST HAND
KNOWLEDGE(PG.8 LINE 13-LINE 13;PG.25 LINE 2-
12);ANDERSON BROTHERS BANK IS A FICTITIOUS
PLAINTIFF(PG.55 LINE 4- PG.58 LINE 3);ATTORNEY FOR
RESPONDENTS HAVE NOT REBUTTED ANY AFFIDAVITS
(PG. 37 LINE 24-PG.38 LINE 2; PG.39 LINE 8-18); SPECIAL
REFEREE ADMITS HE HAS NOT SWORN AN OATH OF
OFFICE(PG.44 LINE 22- PG.48 LINE 11);
MISREPRESENTATION AND LACK OF
CONSIDERATION(PG.23 LINE 15-PG.24 LINE 10);ATTORNEY
ADMITTING RESPONDENTS ARE A CORPORATE
FICTION(PG. 55 LINE 4-PG.58 LINE 3)

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
E-mail: info@qacourtreporting.com
Visit: www.qacourtreporting.com

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: 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 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--- involatile

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 be 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 the 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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