

77910

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]

APPEAL FROM MARION COUNTY  
Court of Common Pleas

SPECIAL REFEREE HAIGH PORTER

RECEIVED

NOV 19 2015

Case No. 2013-CP-33-306  
Appellant Case No. 2015-002230

SC Court of Appeals

Anderson Brothers Bank,  
Respondent,

v.

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

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

Anderson Brothers Bank, Respondent,

v.

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

---

MOTION FOR EXTENSION OF TIME TO SERVE MEMORANDUM

---

The undersigned Appellants pursuant to Rule 263, SCACR, hereby moves for an extension of time to prepare and serve Memorandum. Appellants have been displaced, and caused irreparable harm. Appellants would like the court to take Mandatory Judicial Notice to the Letter to the Court Attached.

The grounds for this motion are that Appellants need additional time to prepare and serve the Appellants Memorandum.

We So Move,

All Rights Reserved

*By: Arnold: dazarhea: parson:*

:Arnold:dazarhea:parson  
P O Box 776  
Mullins, South Carolina 29574

November 16, 2015

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]

---

APPEAL FROM MARION COUNTY  
Court of Common Pleas

SPECIAL REFEREE HAIGH PORTER

---

Case No. 2013-CP-33-306  
Appellant Case No. 2015-002230

---

Anderson Brothers Bank,  
Respondent,

v.

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

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

Anderson Brothers Bank, Respondent,

v.

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

---

**LETTER TO THE COURT  
DEMAND FOR RELIEF**

---

**RECEIVED**

NOV 19 2015

SC Court of Appeals

Dear Justices of the Court,

Hope this letter finds you well, for naught am I. I am :arnold: you are in receipt of these presents in light of the urgent matter. **APPELLANTS HAVE LOST EVERYTHING** I repeat **Everything i.e,** all real and personal property tangible, and intangible, important documents even keepsakes. Demand for relief is hereby made for included but not limited to the following:

1. Violation of South Carolina Appellant court Rule 205, Rule 241, Rule 221(b)
2. False arrest
3. Unlawful imprisonment
4. Denial of due Process
5. Denial of Provision in the Constitution
6. 18 USC Violations
7. South Carolina Title 16 Violations
8. Denial of Right to Be Heard
9. Abuse of Process
10. Abuse of Authority
11. Libel
12. Breach of Fiduciary Duty
13. Assault
14. Battery
15. Conspiracy
16. Infliction of Emotional Distress
17. Constructive Fraud
18. Unclean Hands
19. Bad Faith
20. Trespass

When do we let the ego of men tilt the scales of justice in their favor abusing the law to their own private gains?

### **FACTUAL BACKGROUND**

**All parties, exhibits, beliefs, and affidavit, in part and in whole are forever relevant and material by reference made herein.**

21. On or around October 1, 2015 Appellants received Writ of Assistance order signed by Special Referee Haigh Porter.
22. On or around October 16, 2015 Appellant filed a Petition for Mandatory Injunction and Relief from Judgment with Marion County Clerk of Court.(See Exhibit A)

23. On October 19, 2015 Appellants sent 1<sup>st</sup> Courtesy Notice to Marion County Sheriff Department.(See Exhibit B)
24. On October 21, 2015 Mark Richardson dba Marion County Sheriff sent correspondence stating the Sheriff Department was moving forward with the Writ of Assistance, and anyone on the property after 30<sup>th</sup> day would be subject to trespassing charges.(See Exhibit B)
25. On October 24, 2015 Appellants by certified mail sent 2<sup>nd</sup> Courtesy Notice and Refuse for Cause the Sheriffs correspondence.(See Exhibit B)
26. On October 28, 2015 Appellants filed an Objection to Writ of Assistance with the Clerk of Court of Marion County and noticed all parties certified mail.(See Exhibit C)
27. On October 28, 2015 Appellants by way of email sent Notice of Appeal to Suzanne Griggs dba attorney for Anderson Brothers Bank and Haigh Porter dba Special Referee. (See Exhibit D)
28. On October 29, 2015 Appellants filed a Notice of Appeal and email noticing all parties with the Clerk of Court of Marion County.(See Exhibit D)
29. On October 29, 2015 I, :Arnold: physically went to the Magistrates office after several failed attempts to reach the Sheriff by phone.
30. On October 30, 2015 Appellants filed a Petition for Emergency Stay with Clerk of Court of Marion County.(See Exhibit E)
31. On November 2, 2015 Marion County Sheriff Department using nearly 20 officers including snipers executed the Writ of Assistance order that is currently on Appeal.(See Affidavit of Truth)
32. On November 2, 2015 Appellants lost everything.

As a proximate result of the above stated facts (21-32) Appellants have been caused irreparable harm.

Evidentiary facts in support of the ultimate facts stated are attached See Exhibits.

Appellants are entitled to the relief demanded stated above (1-20) along with sua sponte motion to lower court directing them to make Appellants whole immediately.

We certify on our on unlimited commercial liability and the laws of the united states of America that we have read the above stated facts and they are true, correct, complete, and not misleading the truth the whole truth and nothing but the truth.

WHEREFOR, Appellants demand relief and move this court exercises its inherent powers and enter an order in their favor in accord with the rule of precedent, granting all relief sought, cost, and attorney fees for all reasons supported by evidentiary facts set forth herein, in addition to other relief deemed proper.

For now I am and I am

ALL RIGHTS RESERVED

By: arnold :dazarhea :parson:  
:arnold :dazarhea:parson jr.

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

[In The Supreme Court]

---

APPEAL FROM MARION COUNTY

Court of Common Pleas

SPECIAL REFEREE HAIGH PORTER

---

Case No. 2013-CP-33-306

Appellant Case No. 2015-002230

---

Anderson Brothers Bank, Respondent,

V.

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

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

Anderson Brothers Bank, Respondent,

v.

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

---

**AFFIDAVIT OF TRUTH**

## AFFIDAVIT OF TRUTH

The undersigned Affiant :Arnold:., hereinafter "Affiant," does solemnly affirm, 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 facts herein are true correct and not misleading

### Plain Statement of Facts:

4. On October 18, 2013, Marion County Sheriff Department received a copy of Domicile and Peaceful Inhabitation, that contained terms and conditions.
5. On October 1, 2015 affiant received written notice of Order for Writ of Assistance.
6. On October 16, 2015 affiant file a Petition for Mandatory Injunction and Relief from Judgment.
7. On October 14, 2015 affiant, in the form of a courtesy notice sent by certified mail to Marion County Sheriff's Department disclosed to Mark Richardson dba Sheriff all pertinent facts.
8. On October 21, 2015 the Sheriff sent correspondence back regarding courtesy notice stating they were moving forward with writ, and anyone on property after 30<sup>th</sup> day will be charged with trespassing.
9. On October 24, 2015 affiant mailed by way of certified mail a second courtesy notice and refuse for cause sheriffs correspondence dated October 21, 2015.

10. On October 28, 2015 affiant filed an objection to Writ of Assistance.
11. On October 28, 2015 affiant emailed a copy of Notice of Appeal to Suzanne Griggs dba attorney for Anderson Brothers Bank, and Haigh Porter dba Special Referee.
12. On October 29, 2015 affiant filed the Notice of Appeal with the Marion County Clerk of Court.
13. On October 29, 2015 affiant physically went into Marion County Magistrate's Office after several failed attempts to reach Mark Richardson dba Sheriff.
14. On October 30, 2015 affiant went to file a Petition for Emergency Stay.
15. When affiant handed pleadings to the assistant clerk, she immediately took the pleading to Sherry Rhodes dba clerk.
16. The Clerk said nothing. She picked up her phone and dialed a number.
17. She told whoever answered the phone that she needed to speak with Porter.
18. She then states to Porter, "You told me to call you if something happened, well, it's happened." Yeah those same Parsons.
19. She then pauses and states I'm just going to do what I normally do, and hang up the phone.

20. The assistant clerk then walks out and state she can only file my stay because she had not uploaded the other pleadings yet, and attempted to return the filing fee.
21. Affiant said if it was alright he would wait because it was important.
22. The assistant clerk said alright, have a seat and commenced filing the pleadings.
23. While uploading the pleadings the assistant clerk called assistance from another employee stating whats happened the case reopened. The employee responded telling assistant clerk she needed to call Haigh Porter dba Special Referee.
24. All parties were notice of all pleadings by email, certified mail, or both.
25. On November 2, 2015 Marion County Sheriffs Department sent nearly 20 officers including snipers to execute on a Writ of Assistance in a civil matter.
26. Affiant called 911 in fear of his life.
27. Affiant was placed under arrest for trespassing.
28. Affiant stated the whole way to the Sheriff Department the cuffs were to tight and were cutting off his circulation.
29. Affiant demanded to go before the magistrate prior to finger printing, pictures and other booking procedure took place.
30. This request was denied.

31. While sitting waiting a for a cell affiant notice his co-creator, A man, who served 18 years in law enforcement even though surviving through heart attacks only to retire after being diagnosed with cancer had been arrested as well.
32. He too demanded to go directly before the magistrate and was denied.
33. Affiants time of arrest was 10:15am.
34. Affiants co-creator time of arrest was 12:00pm
35. Affiant and his co-creator was forced to sit in jail for 24 hours prior to seeing a magistrate.

As a proximate result of the above stated facts affiants are injured Furthermore affiant sayeth not.

By: arnold:parson

:arnold:parson: sui juris

STATE OF SOUTH CAROLINA )

ss

COUNTY OF GEORGETOWN )

Notary

On this date 11/16/15, a natural man appeared in his true character, who identified himself as :arnold:parson: appeared before me Rita Powers, a notary public residing in Georgetown county, SC. state and attested to the veracity of this Affidavit of Truth with his oath and autograph.

Rita Powers

Notary Public

Commission Expires 12-29-2020



EXHIBIT A

PETITION FOR MANDATORY  
INJUNCTION AND RELIEF FROM  
JUDGMENT



STATE OF SOUTH CAROLINA

IN CIRCUIT COURT

COUNTY OF MARION

CASE NO. 2013-CP-33-306

Anderson Brothers Bank

**PETITION FOR MANDATORY  
INJUNCTION AND RELIEF FROM  
JUDGMENT IN ACCORDS WITH  
SOUTH CAROLINA RULES OF  
CIVIL PROCEDURE 60(B)(1)(3)(4);  
CHALLENGE OF JURISDICTION**

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 et.al.,  
Defendant

:Arnold:,:dazarhea:

Petitioner

vs.

Anderson Brothers Bank,

Respondents,

Submitted by:arnold: sui juris ex rel

All officers of the court are hereby placed on notice under authority of the supremacy and equal protection clauses of the united states Constitution and the Common Law authorities of Haines v Kerner, 404 U.S. 519, Platsky v. C.I.A. 953 F.2d. 25, and Anastasoff v. United States, 223 F.3d 898 (8th Cir. 2000) relying on Willy v. Coastal Corp., 503 U.S. 131, 135 (1992), "United States v. International Business Machines Corp., 517 U.S. 843, 856 (1996), quoting Payne v. Tennessee, 501 U.S. 808, 842 (1991) (Souter, J., concurring). Trinsey v. Pagliaro, D.C. Pa. 1964, 229 F. Supp. 647, American Red Cross v. Community Blood Center of the Ozarks, 257 F.3d 859 (8th Cir. 07/25/2001).

In re Platsky: court errs if court dismisses the pro se litigant (Petitioner is a pro per litigant) without instruction of how pleadings are deficient and how to repair pleadings. 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

FILED  
PAGE \_\_\_\_\_  
2015 OCT 16 A 11:16  
MARION COUNTY SC  
SHERY R. RHODES  
CLERK OF COURT

according the rule of precedent. See *Anastasoff v. United States*, 223 F.3d 898 (8th Cir. 2000). Statements of counsel, in their briefs or their arguments are not sufficient for a motion to dismiss or for summary judgment, *Trinsey v. Pagliaro*, D.C. Pa. 1964, 229 F. Supp. 647

Comes now I, :Arnold:, and I, :Dazarhea: a natural man and woman, Real Party in Interest, Paramount Interest Holder, an injured party, 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 Petitions this court for Mandatory Injunction, Relief from Judgment, and Challenge of Jurisdiction without any waiver of any defenses in accord with South Carolina Rule 60(b)(1)(3)(4) and Federal Rule 60(b)(1)(3)(4) on the grounds of 12(b)(1)(2)(4)(6) South Carolina Rules of Civil Procedure and Federal Rules of Civil Procedure.

**Corporate alter ego, doctrine of:**

**Means that courts, in ignoring form and looking to substance, will regard stockholders as owners of corporation’s property or as the real parties in interest whenever it is necessary to do so to prevent fraud which might otherwise be perpetrated, to redress a wrong which might otherwise go without redress, or to do justice which might otherwise fail.**

Petitioners would respectfully show unto this court as it appears that: Anderson Brothers Bank herein after Respondents, have (i) denied Petitioners their right to due process, (ii) they have failed to give lawful consideration, (iii) they lack standing, (iv) failed to give full disclosure, (v) lacked personam, and subject matter jurisdiction, (vi) denied discovery and (vii) failed to state a claim in which relief can be granted. Respondents by and through its attorney induced a void foreclosure judgment, order for sale, and writ of assistance against the Petitioners covering the following described private estate property (the "Subject Property"):

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 collectively the land. ALSO, that 2000 Dynasty Mobile Home VIN # H801260GL&R located on subject property.

This property is conveyed to Arnold Jr. Dazarhea Parson deed from FBSA 1, LLC dates 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]

The record in regards to the foreclosure judgment, order for sale, and writ of assistance preserves not only a void judgment but, evidences clerical mistakes in the office of the Clerk of Court for Marion County in civil action 2013-CP-33-306. The record shows pleadings dating back to May 2, 2013 by Petitioners. Included within Petitioners pleadings is the objection to Rule 53. Order in Reference. The Special Referee issued Foreclosure Judgment & Order for Sale

entered on August 5, 2013. On September 21, 2015 Special Referee signed off on a writ of assistance. This case was never adjudicated on the merits.

### RELIEF REQUESTED

- i. For an order to be entered granting this Petition for Mandatory Injunction and Relief from Judgment in favor of Petitioners barring respondents from taking any further action in case number 2013-CP-33-306.
- ii. Quiet Title
- iii. Treble Damages for injuries incurred.
- iv. Relief from foreclosure judgment and order for sale entered on August 5, 2013.
- v. Cost
- vi. Attorney Fees

### ISSUE I

#### CLERICAL ERRORS

**All parties, exhibits, beliefs, and memorandum in part and in whole are forever relevant and material by reference made herein.**

As it appears the Clerk of Court had the duty of knowing, should have known, or knew that pursuant to South Carolina Rule of Civil Procedure 39(a) once an objection was filed to South Carolina Rule of Civil Procedure 53(Order in Reference), and in accords with South Carolina Rule of Civil Procedure 38(Trial By Jury), she was to move this case to jury docket being that there was no consent

by agreement between the parties. It would also appear that allowing this case to move forward to the Special Referee after an objection was filed would be a denial of Petitioners constitutional due process right to trial by jury. (See Exhibit A) "Constitutional provisions for the security of person and property should be liberally construed. It is the duty of the courts to be watchful of constitutional rights against any stealthy encroachment thereon." Boyd v. US 116 U.S. 635. As a proximate result of the mistake made by the Clerk of Court Petitioners have been injured.

## ISSUE II

### MISREPRESENTATION/LACK OF CONSIDERATION

**All parties, exhibits, beliefs, and memorandum in part and in whole are forever relevant and material by reference made herein.**

Petitioners through due diligence believe that Respondent had a duty to know, should have known, or knew that they received equity in said property for free. Special Referee, and Attorney for Respondent, purported that Respondent gave a loan of \$20,900 to Petitioners in consideration of Petitioners depositing a promissory note for \$20,900. (See Exhibit C) As it appears on the contrary evidenced in the Mortgage of Real Estate Respondents purported to give "three dollars consideration in hand well and truly paid,"[sic] by Respondent at, and "before the sealing and delivery of these presents"[sic] for the deposit of Petitioner promissory note for \$20,900. In fact, Respondent gave nothing in consideration. (See Exhibit C) To give a lawful consideration, the lender must

prove that he gave the borrower lawful money. Failing that, he can have no claim for relief in a court of law against the borrower as the lender's actions were ultra vires or void ab initio prima facie. "A bank ... cannot lend its credit to another by becoming surety, indorser, or guarantor for him, such an act ; is ultra vires . . ." *Merchants' Bank v. Baird* 160 F 642; "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; "If any part of the consideration for a promise be illegal, or if there are several considerations for an unservable 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. As a proximate result of the actions stated above Petitioners have been injured.

### ISSUE III

#### REAL PARTY IN INTEREST/LACK OF STANDING

All parties, exhibits, beliefs, and memorandum in part and in whole are forever relevant and material by reference made herein.

Respondents had the duty to know, should have known, or knew that they were not the Real Party in Interest in case # 2013-CP-33-306 in accord with the Corporate Alter Ego Doctrine and South Carolina Rules of Civil Procedure 17(a)(1). Therefore, Respondents lacked standing to bring suit. "Generally, a

party must be a real party in interest to the litigation to have standing." Hill v. S.C. Dep't of Health & Env'tl. Control, 389 S.C. 1, 22, 698 S.E.2d 612, 623 (2010). "Standing is a fundamental requirement for instituting an action." Brock v. Bennett, 313 S.C. 513, 519, 443 S.E.2d 409, 412 (Ct. App. 1994); LYNN E. SZYMONIAK, Plaintiffs, vs. AMERICAN HOME MORTGAGE SERVICING et al., Defendants September 20, 2013. C.A.No.0:13-CV-464-JFA. As a proximate result of the above stated facts Petitioners have been injured.

Respondents attorney had the duty to know, should have known, or knew that her clients were not the Real Party in Interest. Respondent's attorney is nothing more than an interloper/debt collector with no bona fide firsthand knowledge of any contracts. All pleadings were based off inferences drawn from hearsay documents and not direct evidence. "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); "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. It also appears attorney for Respondent has committed perjury in the affidavit of default number 6. (See Exhibit D) As a proximate result Petitioners have been injured.

**In light of the above ultimate facts (Issues I, II, III) stated supported by evidentiary facts (See Exhibits A-D). Petitioners are entitled to the following relief included but not limited to an order (i) granting this injunction, (ii) barring respondent and/or respondents attorney from taking any further action in the matter of case number 2013-CP-33-306, (iii) granting relief from foreclosure judgment and order for sale entered August 5, 2013, (iv) awarding Quiet Title, (v) Attorney Fees, (vi) Cost, and (vii) treble damages for the injuries incurred by Respondent actions.**

WHEREFORE, Petitioners request this court to enter an order in their favor, in accord with the rule of precedent, granting this Mandatory Injunction and Relief from judgment, relief sought (i-vi) for all (issues I,II,III) supported by evidentiary facts set forth herein in addition to other relief deemed proper.

#### **VERIFICATION**

Petitioners certify on our own unlimited commercial liability and the laws of the united states of America that we have read the above stated facts and they are true, correct, complete, and not misleading the truth, the whole truth, and nothing but the truth to the best of their knowledge and belief.

UCC 1-308/1-103.6

By: Arnold: Dazarhea

:Arnold:, :Dazarhea: Sui Juris Rel  
c/o P O Box 776  
Mullins, South Carolina [29574]  
843-409-9086/843-536-2320

MARION COUNTY SC  
CLERK R. REIDES  
CLERK OF COURT

2015 OCT 16 A 11:16

PAGE PAGE

FILED

STATE OF SOUTH CAROLINA)

VERIFICATION

COUNTY OF MARION )

Notary

On this date 15 OCT 2015, a natural man and woman appeared in their true characters, who identified themselves as :Arnold: & :Dazarhea: ., appeared before me Wm. Penn Troy, a notary public residing in MARION County, S.C. state and attested to the veracity of this Petition for Mandatory Injunction and Relief form judgment with their oath and autograph.

Wm. Penn Troy  
Notary Public

Commission Expires 12-31-2020

Seal

STATE OF SOUTH CAROLINA

IN CIRCUIT COURT

COUNTY OF MARION

CASE NO. 2013-CP-33-306

Anderson Brothers Bank

**MEMORANDUM OF LAW AND  
AUTHORITIES IN SUPPORT OF  
PETITIONERS POSITION**

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 et.al.,  
Defendant

:arnold:,:dazarhea:

Petitioner

vs.

Anderson Brothers Bank,

Respondents,

Submitted by:arnold: sui juris ex rel

Comes now a natural man and women known as :Arnold: and :Dazarhea: a Real Party in Interest, an aggrieved injured party 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 Petitions this court to take Mandatory Judicial notice of this Memorandum of law and authorities without any waiver of any defenses.

FILED  
PAGE  
2015 OCT 16 11:17  
MARION COUNTY SC  
CLERK R. RHODES  
COURT HOUSE  
MARTIN LUTHER KING, JR. BLVD.  
MARIETTA, GA 30067

When rule providing for relief from void judgment is applicable, relief is not discretionary matter, but is mandatory, *Orner v. Shalala*, 30F.3d 1307, (Colo.1994). See also, *Thomas*, 906 S.W.2d at 262 (holding that trial court has not only power but duty to vacate a void judgment).

1. South Carolina Civil Procedure Rule 38(a) states the right of trial by jury as declared by Constitution or as given by a statute of South Carolina shall be preserved to the parties inviolate. Issues of fact in an action for the recovery of money only or of specific real or personal property must be tried by a jury, unless a jury trial be waived.
2. South Carolina Civil Procedure Rule 39(a) states when trial by jury has been demanded as provided in Rule 38, the action shall be designated upon the calendar and the clerk's file book as a jury action. The trial of all issues so demanded shall be by jury unless (1) the parties or their attorneys of record, stipulation made in open court and entered in the record, consent to trial by the court sitting without a jury or, (2) the court upon motion or its own initiative finds the right of trial by jury of some or all of those issues does not exist.
3. "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.
4. "checks, drafts, money orders, and bank notes are not lawful money of the

United States..." v. Neilon, 73 Pac 324, 43 Ore 168.

5. There is no record or evidence of Special Referee interfering while witness was being deposed stating Petitioners deposited the note with Respondents and in consideration Respondents paid the seller 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; "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; "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.
6. **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.
7. "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." In *Central Transp. Co. v. Pullman*, 139 U.S. 60, 11 S. Ct. 478, 35 L. Ed. 55; "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

#### **MEMORANDUM OF LAW IN SUPPORT OF CHALLENGE OF JURISDICTION**

8. "Subject matter jurisdiction can never be waived and can be raised at any time, even after trial." *Zenith Radio Corp. vs. Matsushita Elec. Indus. Co. Ltd.*, 494 F. Supp. 1161(D.C. Pa. 1980).
9. "Lack of subject matter jurisdiction is not waivable and can even be raised on appeal after judgment on the merits." *Monaco v. Carey Canadian mines, Ltd.*, 514 F. Supp. 357 (D.C. Pa., 1980).
10. "Once jurisdiction is challenged it must be proven." *Hagins vs*

Levine 415 US 533 note 3 (1974)

11. "Jurisdiction once challenged cannot be assumed and must be decided." Maine v. Thiboutot 100 S. Ct 2502

**MEMORANDUM OF LAW IN SUPPORT OF VIOLATION OF DUE PROCESS**

12. Violation of due process, Johnson v. Zerbst, 304 U.S. 458, 58 S.Ct. 1019(193); Pure Oil Co. v. City of Northlake, 10 Ill.2d 241, 245, 140 N.E. 2d 289 (1956); Hallberg v Goldblatt Bros., 363 Ill 25 (1936), ( If the court exceeded it's statutory authority. Rosenstiel v. Rosenstiel, 278 F. Supp. 794 (S.D.N.Y. 1967)

13. Where an order/judgment is based on a void order/judgment, Austin v. Smith, 312 F 2d 337, 343(1962); English v. English, 72 Ill. App. 3d 736, 393 N.E. 2d 18 (1st Dist. 1979)

14. Denial of due process Article 1 Section 3 where it states "The privileges and immunities of citizens of this State and of the United States under this Constitution shall not abridged, nor shall any person be deprived of life, liberty, or property without due process of law, nor shall any person be denied the equal protection of the laws; as well as the original Constitution Amendment V.

**MEMORANDUM OF LAW IN SUPPORT OF PERJURY**

15. "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 he does not believe it to be true".

*Henry V. Deen.* 310 N.C. 75, 310 S.E. 2d 326, 335

**MAXIMS OF LAW & OTHER AUTHORITIES IN SUPPORT OF  
PETITIONERS POSITION**

16. "An un rebutted affidavit stands as truth in commerce."
17. "An un rebutted affidavit is acted upon as the judgment in commerce."
18. "A contract founded on an unlawful consideration, or against good morals, is null.
19. "A conceal fault is equal to a deceit."
20. "The origin of a thing ought to be inquired into."
21. "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."
22. There is no record or evidence that any court has jurisdiction, or right, to

refuse pleadings for "Lack of Form" as per; 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.

23. "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.

Petitioners pray this court take mandatory judicial notice of foreign, domestic laws, codes, case laws, authorities, and maxims of law. In support of Petitioners position above (1-23) we also pray that you take into consideration all of the documents contained herein (Exhibits A-D). It is abundantly clear that the actions of the Respondents was unwarranted, unconstitutional, unjustified, and as proximate result Petitioners are injured.

UCC 1-308/1-103.6

By: Arnold : Dazarhea

:Arnold.:Dazarhea: Sui Juris Ex Rel

October 15, 2015

STATE OF SOUTH CAROLINA

IN CIRCUIT COURT

COUNTY OF MARION

CASE NO. 2013-CP-33-306

Anderson Brothers Bank,

Certificate of Service

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 et.al.,

Defendant

MARION COUNTY SC  
SHERIFF R. RHODES  
CLERK OF COURT

2015 OCT 16 A 11:20

FILED .  
PAGE \_\_\_\_\_

---

:arnold:,:dazarhea:

Petitioner,

Vs.

Anderson Brothers Bank,

Respondents.

---

We, Arnold, and Dazarhea, do hereby certify that copies of the Petition for Mandatory Injunction and Relief from judgment, and the Memorandum of Law and Authorities in support of Petitioners Position were served upon the following parties by placing the same in the United States certified mail, addressed as shown below, this the 16<sup>th</sup> day of October 2015, at Mullin, South Carolina.

Suzanne Grigg  
1230 Main Street  
Suite 700(29201)  
P O Drawer 2426  
Columbia, South Carolina 29202

Haigh Porter  
152 S McQueen Street  
Florence, South Carolin 29501

Anderson Brothers Bank  
P O Box 310  
Mullins, South Carolina 29574

UCC 1-308/1-103.6

*By: Arnold; Dazarhea*

:Arnold.;:Dazarhea: Sui Juris Ex Rel  
c/o P O Box 776  
Mullins, South Carolina [29574]  
843-409-9086/843-536-2320

EXHIBIT A

OBJECTION TO SPECIAL REFEREE IN ACCORD WITH SOUTH  
CAROLINA RULE OF CIVIL PROCEDURE 53 IN ACCORD WITH  
SOUTH CAROLINA RULE OF CIVIL PROCEDURE 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.

2013 JUL 18 PM 4:36

4900

- ❖ 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 their 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. Their 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 pursuing 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

EXHIBIT B

NATURE OF DISCOVERY AND FULL DISCLOSURE CONDITIONAL  
ACCEPTANCE

**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

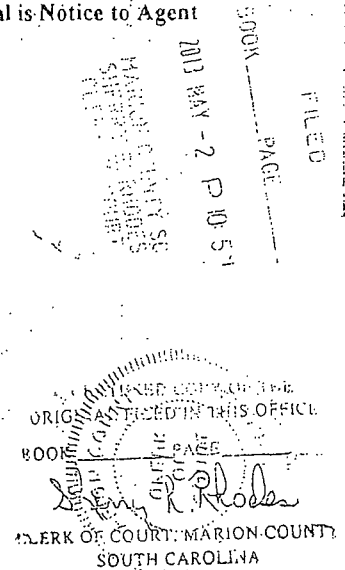
Miss Suzanne Grigg

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



**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**.

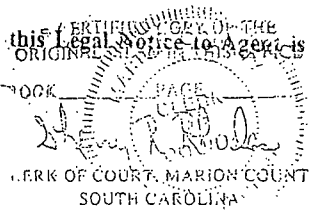
This **Writ** shall stand as firm and **'Lawful Evidence'** of the **Borrower's** exercising his or her **'due process'** right to **Discovery and Disclosure**; and establishes **'For The Record'** an honorable and **'Good Faith'** attempt on his or her part to clear up any flawed entries; any **insensate 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**.

APPENDIX 51





## EXHIBIT C

### MISREPRESENTATION/LACK OF CONSIDERATION

- SPECIAL REFEREE MISREPRESENTATION OF CONSIDERATION GIVEN BY RESPONDENTS
- MORTGAGE OF REAL ESTATE
- UNREBUTTED AFFIDAVIT OF LACK OF CONSIDERATION

1 THE COURT: Pardon?

2 MS. GRIGG: Objection to this line of  
3 questioning.

4 MR. PARSON: I mean, she's the  
5 attorney. She's supposed to --

6 THE COURT: She's not a witness.

7 MR. PARSON: Okay.

8 MS. PARSON: But of her, herself --

9 MR. PARSON: Received one. She cannot  
10 answer that?

11 THE COURT: She -- she's not a witness  
12 at this time. Mr. Anderson is the witness.

13 BY MR. PARSON:

14 Q Did the bank receive a discovery and  
15 disclosure, the full disclosure?

16 MS. GRIGG: Objection, Your Honor.

17 THE COURT: A what?

18 MR. PARSON: A discovery and full  
19 disclosure meaning they wanted proof of the loan,  
20 something to validate the loan.

21 THE COURT: Well, you -- you signed the  
22 note, didn't you?

23 MR. PARSON: Well, from the  
24 understanding of what a promissory note is.

25 THE COURT: Okay.

1 MR. PARSON: It's not what exactly --  
2 it's more or less an exchange. I have proof that  
3 it's an exchange. I have an affidavit --

4 THE COURT: You're -- you're getting  
5 into to stuff now -- there'll be time when you  
6 put -- put up --

7 MR. PARSON: Oh, pardon me, pardon me.  
8 Well, pardon me, pardon me.

9 THE COURT: Okay.

10 BY MR. PARSON:

11 Q Is Anderson Brothers holder in due  
12 course of the note?

13 MS. GRIGG: Objection. That's a legal  
14 terminology, Your Honor.

15 THE COURT: Okay. Ask him is he the  
16 holder -- is the bank the holder of the note.

17 BY MR. PARSON:

18 Q Is the bank the holder of the note?

19 A The bank is.

20 Q Do they have the note on -- they're  
21 owner of the note?

22 A Correct.

23 Q How did they become owner of the note?

24 A By -- I mean, y'all signed the  
25 promissory note and the bank -- I mean, one of

1 you -- I mean, how did we become owner of the  
2 note?

3 Q Yes. Was it a gift?

4 A No. It was --

5 Q So you purchased the note?

6 A No.

7 THE COURT: Mr. Parson, I -- I don't  
8 mean to interrupt you, but you're -- you're --  
9 you're fishing in the wrong pond. If you signed  
10 the note and if Ms. Parson signed the note to  
11 Anderson Brothers Bank, that's how they became the  
12 owner of the note. And at the time --

13 MR. PARSON: Well, the note is not a  
14 bill of exchange?

15 THE COURT: -- I have -- the bank  
16 receives a note from a person, they advance the  
17 funds. Now, sometimes those funds aren't advanced  
18 directly to the person that paid on their benefit  
19 to somebody they are directed to pay it to. But  
20 when you signed the note for a mortgage to the  
21 bank, they become the owner at that point. Now, I  
22 don't know what source of information you've been  
23 getting, but, you know, we -- we're beating the  
24 wrong horse when you start asking a bank if  
25 they -- if they haven't sold that note to anybody

1 else, and he just testified that they own the note  
2 and have the note. That's it.

3 MR. PARSON: Well, I need --

4 THE COURT: So let's go on with  
5 something different.

6 MR. PARSON: -- proof of that. We have  
7 no proof that they have the actual note, the  
8 original note.

9 THE COURT: He's just given you sworn  
10 testimony the bank has it, and has provided  
11 copies --

12 MR. PARSON: Copies, but not the  
13 original.

14 THE COURT: I'm going to accept the  
15 copy.

16 MR. PARSON: But the original would  
17 prove everything that we're here today for, sir.

18 THE COURT: I'm going to accept the  
19 copy. As far as I'm concerned, that -- that's  
20 evidence of the original.

21 BY MR. PARSON:

22 Q So did you alter the note after it was  
23 signed?

24 A No.

25 Q So you didn't put paid -- payable to

1 Anderson Brothers Bank stamped on it or anything?

2 A The -- that was -- the note, that's the  
3 way it was originally -- nothing was altered to  
4 the note.

5 Q See, that's -- that's the point of the  
6 original note. The original note would show that  
7 the note was altered after it was signed.

8 MS. PARSON: So the promissory note  
9 wouldn't be considered as a bill of exchange?

10 MS. GRIGG: Again, that's a legal  
11 question.

12 THE COURT: A bill of what?

13 MR. PARSON: Exchange.

14 THE COURT: No.

15 MS. GRIGG: He's here to testify.

16 MS. PARSON: I mean, but the promissory  
17 note was in exchange for the house. Where did --  
18 where did the loan come from? We need to see some  
19 accounting, the off book balance sheets, accounts  
20 payable.

21 MS. GRIGG: He's just given you the  
22 accounting and the loan history.

23 MR. PARSON: No. That's -- that's a  
24 very -- if it's an exchange, how does an exchange  
25 become a loan? She studies business law and goes

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

201200031380  
ROBERT H. CORLEY

*For Satisfaction of Mortgage by Foreclosure See R.E. Vol. 253 Page 109  
Sherry R. Rhodes, Clerk of Court October 24, 2013*

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.

Requested By: [redacted] Date: 10/11/2012

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF MARION )

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

201300036012  
NEXSEN FRUET LLC

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.

STATE OF SOUTH CAROLINA )

IN CIRCUIT COURT

COUNTY OF MARION )

CASE NO. 2013-CP-33-306

Anderson Brothers Bank,

Affidavit of Lack of Consideration

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 et.al.,

Defendant )

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 et.al., )

Petitioner, )

Vs. )

Anderson Brothers Bank, Suzanne Taylor  
Graham Grigg, Haigh Porter, River  
Anderson )

Respondents. )

AFFIDAVIT OF LACK OF CONSIDERATION

STATE OF SOUTH CAROLINA )

) ss

COUNTY OF MARION )

Comes now the natural man/women known as Arnold Jr. Dazarhea Parson, the Affiant(s), and does solemnly affirm that the statements herein are true and correct in substance and in fact, to wit:

1. On or around April 3, 2012 Affiant(s) deposited \$20,900.00 with ANDERSON BROTHERS BANK.

A CERTIFIED COPY OF THE ORIGINAL FILED IN THIS OFFICE

Sherry R. Rhoads  
CLERK OF COURT, MARION COUNTY  
SOUTH CAROLINA

MARION COUNTY  
SHERIFF'S OFFICE  
CLERK OF COURT

2015 JAN -9 P 3:39

BOOK PAGE

FILED

2. Affiant(s) provided the funds for this account number 680427366/File Number 12-54 with the deposit of affiant(s) promissory note.
3. We paid interest and fees for this deposit.
4. Anderson Brothers Bank paid us nothing for our note.

UCC 1-308/1-103.6

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)

COUNTY OF MARION )

ss.

Notary

On this date 9<sup>th</sup> day of Jan 2015, a natural man and woman appeared in their true characters, who identified themselves as Arnold Parson Jr & Dazarhea Parson., appeared before me PATRICIA RICHARDSON, a notary public residing in MARION County, SC state and attested to the veracity of this Affidavit of Lack of Consideration with their oath and autograph.

  
\_\_\_\_\_  
Notary Public

Commission Expires 0625 2020

Seal

EXHIBIT D

EVIDENCE OF ATTORNEY COMMITTING PERJURY IN AFFIDAVIT  
OF DEFAULT NUMBER 6

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:

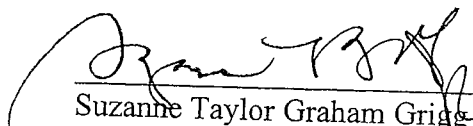
1. She is an attorney at the law firm of Nexsen Pruet, LLC, counsel for the Plaintiff in the above action;
2. The *Lis Pendens*, *Civil Action Coversheet*, *Summons*, *Verified Complaint*, and *Notice of Mortgagor's Foreclosure Intervention Rights*, were duly served upon Dazarhea Monique Parson a/k/a 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;

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;

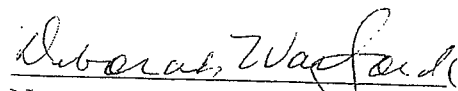
5. Upon information and belief, Defendant Tyrone Parson is not, and was not at the time of the commencement of this action, a member of the Armed Services of the United States, as is contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

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, SCRPC, 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

  
Deborah W. Wafford (L.S.)  
Notary Public for South Carolina  
My Commission Expires: 9-19-2021

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 et.al.,

Defendant

IN CIRCUIT COURT

CASE NO. 2013-CP-33-306

CHALLENGE OF JURISDICTION

300K  
2015 FEB -9 A 9:07  
MARION COUNTY SC  
CLERK OF COURT  
RHOODES  
PAGE  
FILED

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 et.al.,

Petitioner,

Vs.

Anderson Brothers Bank, Suzanne Taylor  
Graham Grigg, Haigh Porter, River  
Anderson

Respondents.

Let it be known to all presents that jurisdiction is hereby challenged in the matter of Anderson Brothers Bank vs. Arnold Jr., and Dazarhea Parson.

**MEMORANDUM OF LAW IN SUPPORT OF CHALLENGE OF  
JURISDICTION**

1. "Subject-matter jurisdiction can never be waived and can be raised at any time, even after trial." Zenith Radio Corp. vs. Matsushita

Elec.Indus.Co.Ltd., 494 F.Supp. 1161(D.C. Pa. 1980).

2. "Lack of subject matter jurisdiction is not waivable and can even be raised on appeal after judgment on the merits." Monaco v. Carey Canadian mines, Ltd., 514 F. Supp.357 (D.C.Pa., 1980).

UCC 1-308/1-103.6

By: Arnold Parson Jr. Dazarhea Parson

Arnold Parson Jr.; Dazarhea Parson Sui Juris  
P O Box 776  
Mullins, South Carolina [29574]

**January 16, 2015**

**EXHIBIT B**

**CORRESPONDENCES TO SHERIFF  
DOMICILE AND PEACEFUL  
INHABITANCE**

:arnold: and :dazarhea:

c/o P O Box 776

Mullins, South Carolina [29574]

Non-Domestic without the US

843-409-9086/843-536-2320

Mark W. Richardson

c/o Marion County Sheriff Department

2715 East Highway 76 Suite C

Mullins, South Carolina 29574

Re: COURTESY NOTICE/ CEASE AND DESIST/ NOTICE OF PETITION FOR MANDATORY INJUNCTION AND RELIEF FROM JUDGMENT

October 19, 2015

To: Sheriff Mark Richardson,

You are in receipt of these presents (courtesy notice) to inform you that in the matter of Anderson Brothers Bank v. Arnold Jr., Dazarhea Parson a Petition for Mandatory Injunction and Relief from Judgment has been filed with Marion County Clerk of Court. All actions are to Cease and Desist until a court of law has made its decision. Attached you'll find evidentiary proof to reflect the same.

UCC 1-308/1-103.6

By: *arnold: ; dazarhea:*

:arnold: :dazarhea: sui juris



---

# MARION COUNTY SHERIFF'S OFFICE

*Mark W. Richardson, Sheriff*

---

2715 E. Hwy 76 • Suite C • Mullins, SC 29574 • Office: (843) 423-8216 • Office Fax: (843) 423-8386

October 21, 2015

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

RE: Anderson Brothers Bank vs. Dazarhea Monique Parson,  
A Tyrone Parson, Jr. Case No. 2013-CP-33-306

To Whom It May Concern:

The Marion County Sheriff's Office served the above defendants with a Writ of Assistance, Copy of Deed By Judicial Order of Special Referee on October 1, 2015.

It is hereby ordered that all personal property should be removed from 3546 Quail Roost Road, Mullins, SC, 30 days from service. If defendants have not vacated the property within 30 days of October 1, 2015, they will be subject to trespassing charges.

Sincerely,

Mark W. Richardson  
Marion County Sheriff

MWR/tsh

MARION COUNTY  
SHERIFF'S OFFICE

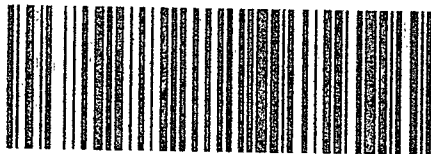
Mark W. Richardson, Sheriff

2715 E. Hwy 76, Suite C  
Mullins, SC 29574



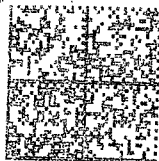
PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS FOLD AT DOTTED LINE

**CERTIFIED MAIL**



7014 2120 0001 8954 2055

10-28-15  
RS



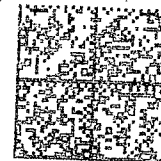
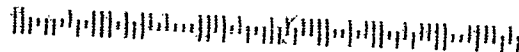
COLUMBIA  
U.S. POSTAGE PITNEY BOWES  
ZIP 29574 \$002.80<sup>5</sup>  
02 1W  
0001362699 OCT 21 2015

REFUSE FOR CAUSE  
AND CONTRACT

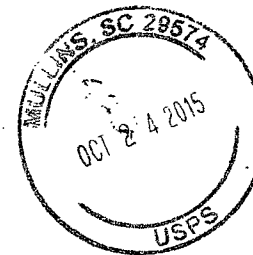
Dazarhea Monique Parson  
Arnold Tyrone Parson, Jr.  
3546 Quail Roost Road  
Mullins, SC 29574

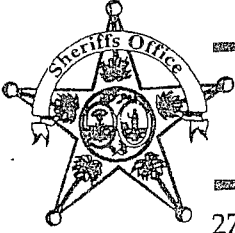
Po Box 776

29574737846



COLUMBIA  
U.S. POSTAGE PITNEY BOWES  
ZIP 29574 \$003.93<sup>5</sup>  
02 1W  
0001362699 OCT 21 2015





# MARION COUNTY SHERIFF'S OFFICE

*Mark W. Richardson, Sheriff*

2715 E. Hwy 76 • Suite C • Mullins, SC 29574 • Office: (843) 423-8216 • Office Fax: (843) 423-8386

October 21, 2015

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

RE: Anderson Brothers Bank vs. Dazarhea Monique Parson,  
A Tyrone Parson, Jr. Case No. 2013-CP-33-306

To Whom It May Concern:

The Marion County Sheriff's Office served the above defendants with a Writ of Assistance, Copy of Deed By Judicial Order of Special Referee on October 1, 2015.

It is hereby ordered that all personal property should be removed from 3546 Quail Roost Road, Mullins, SC, 30 days from service. If defendants have not vacated the property within 30 days of October 1, 2015, they will be subject to trespassing charges.

Sincerely,

Mark W. Richardson  
Marion County Sheriff

MWR/tsh

REUSE FOR CAUSE  
CONTRACT

:arnold:

c/o P O Box 776

Mullins, South Carolina [29574]

Non-Domestic without the US

843-409-9086/843-536-2320

Mark W. Richardson dba Sheriff for Marion County

c/o Marion County Sheriff Department

2715 East Highway 76 Suite C

Mullins, South Carolina 29574

Re: 2<sup>nd</sup> COURTESY NOTICE/ Refuse for Cause/Denial of Due Process

October 26, 2015

Dear Mark W. Richardson dba Sheriff for Marion County,

Hope this finds you well. I am in receipt of your offer dated October 21, 2015 and I return your offer for value, no contract. As it appears your dishonor shows the willful intent to deny an American state citizen due process which is guaranteed by law, and evidenced in the constitution for the united states of America (major). (5<sup>th</sup> amendment due process clause) It is never the intent to unlawfully delay any lawful actions. An injunction has been filed in the Circuit Court awaiting to be heard (receipt attached). Should you act prior to this matter being adjudicated in a court of competent jurisdiction you will be causing me irreparable harm that of which is unwarranted.

THEREFOR LET IT BE KNOWN that the natural, living, breathing, in full life man does not consent, accept, or agree to any actions being brought against me, the private estate property of which is in my possession, or my legal fiction. CEASE AND DESIST IMMEDIATELY.

Please be advised it appears as the keeper of the peace you have a moral duty to uphold, protect, defend the constitution, and protect the inalienable, unalienable rights of the American state citizens. Also, your dishonor creates the funds in an involuntary bankruptcy.

P.S

The estate property in dispute is not abandoned, and should you choose to act in this matter where you received evidence that an injunction has been filed maybe deemed a breach of the peace making those liable open to torts in their official and personal capacities. Govern oneself Accordingly.

UCC 1-308/1-103.6 WITHOUT RECOURSE

By: arnold:

:arnold: a man sui juris paramount interest holder ex rel

Cc:

Haigh Porter

152 S McQueen Street

Florence, South Carolin 29501

Suzanne Grigg

1230 Main Street

Suite 700(29201)

P O Drawer 2426

Columbia, South Carolina 29202

Anderson Brothers Bank

P O Box 310

Mullins, South Carolina 29574

The Honorable Mark Hammond

Edgar Brown Building

1205 Pendleton Suite 525

Columbia, South Carolina 29201

The Honorable Alan Wilson

Rembert Dennis Building

1000 Assembly Street, Room 519

Columbia, South Carolina 29211

The Honorable Nikki Haley

Office of the Governor

1205 Pendleton Street

Columbia, South Carolina 29201

# NOTICE OF DOMICILE AND PEACEFUL INHABITANCE

Arnold Parson Jr. and Dazarhea Parson

c/o P O BOX 776

Mullins, South Carolina [29574]

Non Domestic without US

MARSH COUNTY SC  
SHERIFF P. RICHARDS  
CLERK OF COURT

2013 OCT 18 P 2:36

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

FILED

## MAXIMS OF LAW:

- ❖ An un rebutted affidavit stands as truth in Commerce. Legally, "He does not deny, admits" or "silence implies consent."
- ❖ An un rebutted affidavit becomes the judgment in Commerce.
- ❖ A matter must be expressed to be resolved.
- ❖ Whatever is inserted for purpose of removing doubt, does not hurt or affect the Common Law.
- ❖ He who uses his legal rights, harms no one.
- ❖ Rights never die.
- ❖ The meaning of words is the spirit of law.
- ❖ Power should follow justice, not precede it.
- ❖ An affirmative stature does not take from the common law.
- ❖ Everything is permitted, which is not forbidden by law.
- ❖ No one is bound to sell his property, even for a just price.
- ❖ A citizen cannot be taken by force from his house to be conducted before a judge or to prison.
- ❖ No one is bound to accuse himself.

- ❖ The origin of a thing ought to be inquired into.
- ❖ Plain truths need not be proved.
- ❖ Things which belong to the person ought not be separated from the person.
- ❖ Laws which derogate from the Common Law ought to be strictly construed.
- ❖ What is good and equal, is the law of laws.
- ❖ A prescriptive and legitimate custom overcomes the law.
- ❖ Custom leads the willing, law compels or draws the unwilling.
- ❖ 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 concealed fault is equal to a deceit.
- ❖ Time runs against the slothful and those who neglect their rights.
- ❖ A debtor is not presumed to make a gift.
- ❖ The power which is derived cannot be greater than that from which it is derived.
- ❖ An act of a judge which does not relate to his office, is of no force.
- ❖ Facts are more powerful than words.
- ❖ 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.
- ❖ To a judge who exceeds his office or jurisdiction no obedience is due.
- ❖ Gross negligence is equal to fraud.
- ❖ The contract makes the law.
- ❖ The law always gives a remedy.
- ❖ Law is the dictate of reason.
- ❖ The law regards the order of nature.
- ❖ Where there is a right, there is a remedy.
- ❖ When the common law and statute law concur, the common law is to be preferred.

October 17<sup>th</sup>, 2013

Dear Sheriff and Whom It may Concern,

The domicile known as 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 the Clerk of Court for Marion County. Reference is hereby made to said plat for more detailed metes and bounds description. ALSO, that 2000 Dynasty mobile home, VIN#H801260GL&R located on subject property. This being the same property conveyed to FBSA 1, LLC by Deed of Haigh Porter, Special Referee for Marion County, dated November 22, 2011, and recorded in the Office

of the Clerk of Court for Marion County on December 2, 2011, where it appears in Book 183, at Page 323. Tax Map Number: 034-00-00-255-000. Is of Peaceful Inhabitation by Arnold Jr., and Dazarhea Parson, and heirs. Entering upon this domicile in peaceful inhabitation will be considered your consent to enter into a lawfully binding contract that compels performance at its execution. Failure to perform obligations and duties shall result in fines, fees, penalties, and damages threefold face value and its entirety. This stands as a notice to all.

#### **TERMS AND CONDITIONS**

1. Entering Domicile and Peaceful Inhabitation without the express consent of Arnold Jr., Dazarhea Parson, and heirs in writing officially or unofficially for any reason will result in a fee of 50,000 in 99.9% troy ounce silver dollars per vehicle.
2. 100,000 in 99.9% troy ounce silver dollars per person, officer, and government agent whether local, state, or federal.
3. Entering Domicile and Peaceful Inhabitation with the intent of violating the Maxims of Law, Nature's Law, Common Law, or The Organic Constitution of the Republic will result in a fee of 1,000,000,000 in 99.9% troy ounce silver dollar per violation.
4. Entering Domicile and Peaceful Inhabitation with the intent of tampering, or changing the locks of any sort shall result in a fee of 1,000,000,000 in 99.9% troy ounce silver dollars per attempt, per door.

5. Violating the unalienable rights of the living, breathing, flesh and blood in full life natural man and woman known as Arnold Jr., Dazarhea Parson, or heirs shall result in a fee of 10,000,000 in 99.9 troy ounce silver dollars per right violation.

This notice obligates agencies, counties, states, and cities jointly and severally. Obligations are due within three (3) days of execution. Again failure to perform obligations and duties shall result in additional fees, penalties, and damages threefold face value in its entirety.

If silver is not available, the equivalent of the market value for silver in functional US currency is accepted. Govern oneself accordingly.

**NOTICE TO AGENT IS NOTICE TO PRINCIPAL;  
NOTICE TO PRINCIPAL IS NOTICE TO AGENT**

**ALL RIGHTS RESERVED WITHOUT RECOURSE**

By: Arnold Parson Jr.

Arnold Parson Jr. Paramount Interest Holder, Secured Party

Creditor, In Propria Persona Sui Juris

**ALL RIGHTS RESERVED WITHOUT RECOURSE**

By: Dazarhea Parson

**Dazarhea Parson Paramount Interest Holder, Secured Party**

**Creditor, In Propria Persona Sui Juris**

**EXHIBIT C**

**OBJECTIONS TO WRIT OF  
ASSISTANCE**

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 et.al.,  
Defendant

IN CIRCUIT COURT  
CASE NO. 2013-CP-33-306

**OBJECTION TO ORDER FOR WRIT  
OF ASSISTANCE AND  
MEMORANDUM OF LAW AND  
AUTHORITIES IN SUPPORT**

MARION COUNTY SC  
CHERRY R. RHODES  
CLERK OF COURT

2015 OCT 28 P 3:17

FILED PAGE

FILED

:arnold:,:dazarhea:

Petitioner,

Vs.

Anderson Brothers Bank,  
Respondents.

Submitted by: :arnold: sui juris ex rel

Comes now a natural man and women known as :arnold: and :dazarhea: a Real Party in Interest, an injured party sui juris appearing specially under “restricted appearance” ( Rule 8 E of the Supplemental Rules for Certain Admiralty and Maritime Claims) exercising their unalienable, inalienable guaranteed rights afforded to them by the Constitution for the united states of America(major) and the Constitution for South Carolina state(major) 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 objects to the order for writ of assistance without any

waiver of any defenses.

Petitioners object to the order for Writ of Assistance on the grounds of included but not limited to:

(1) The Rule to Show Cause Why a Writ of Assistance should not be granted held on April 30, 2014, the original order dated January 5, 2015, second order dated September 21, 2015 and received October 1, 2015 both improperly served is void. Not only for the improper service but for the abuse of process, violating my unalienable, inalienable right to due process. Special Referee and/or Attorney should have known, knew, or had a duty to know that case number 2013-CP-33-306 was within the exclusive jurisdiction of the appellant court and lower court lacked jurisdiction to hear the Rule to Show Cause let alone sign off on an order. As per; Judge Haynes order dated February 9, 2015 "NO JURISDICTION"(see exhibit A) where judge Haynes would not even hear the Petition for Injunction because it was still in the exclusive jurisdiction of the appellant court evidencing that the Writ of Assistance hearing should have been ruled in-kind. (NO JURISDICTION)

(a) Being that the lower court lacked jurisdiction to hear the case on April 30, 2014 there should have been a new hearing prior to the new order being signed September 21, 2015 received October 1, 2015; As per, "United States v. James Daniel Good Real Property, 510 U.S. 43; 114 S. Ct. 492 (1993)" where it states, "The purpose of this requirement is not only to ensure abstract fair play to the individual. Its purpose, more particularly, is to protect his use and possession of property from arbitrary encroachment - to minimize substantively unfair or

mistaken deprivations of property.”; Corpus Juris Secundum Volume 49 Subsection 43 page 101 Determination of all issue where it states in part “ the court has a duty to determine all issues of all parties to the matter in dispute.”

- (2) It was undisputed and un rebutted by Suzanne Griggs attorney for Anderson Brothers Bank when Special Referee openly admitted on and for the record that her clients are fictitious.(See exhibit B) Being that her clients are fictitious and not the Real Party in Interest they lacked standing to bring this suit. Where it is a contempt of court to sue in the name of a fictitious party (see Black’s law dictionary 6<sup>th</sup> edition Pg. 624 fictitious plaintiff and excerpt from the Writ of Assistance hearing held April 30, 2014.; South Carolina Rule of Civil Procedure 17a (1); “Generally a party must be a real party in interest in order to have standing” Hill v. S.C. Dept of Health & Envntl Control, 389 S.C. 1, 22 698 S.E.2d, 623(2010); “Standing is a fundamental requirement for instituting an action.; Brock v. Bennett, 313 S.C. 513, 519, 443 S.E.2d 409, 412 (Ct. App 1994); *LYNN E. SZYMONIAK, Plaintiffs, vs. AMERICAN HOME MORTGAGE SERVICING et al.,Defendants. September 20<sup>th</sup>, 2013*”; 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;; Alter-ego rule: 1. Corporate law. The doctrine that shareholders will be treated as owners of a corporation’s property, or as the real parties in interest, whenever it is

necessary to do so to prevent fraud or to do justice. [Abridged 7<sup>th</sup> Edition]

(3) It was undisputed and un rebutted that Anderson Brothers Bank gave no consideration for borrower's promissory note. (see exhibit C) This fact vitiates the contract of which Anderson Brothers Bank relied upon. Therefore nulling any action brought therefrom. As per, "If any part of the consideration for a promise be illegal, or if there are several considerations for an unseverable 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; "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.

(a) The taking of my private estate property without just compensation is a violation of my 5<sup>th</sup> amendment right.(Just Compensation Clause)

5. It was stated on and for the record that I :arnold: a man was a state citizen(South Carolina is my country).Rebutting all presumptions that I am a united states citizen.(See excerpt from Transcript) Which as it appears these actions violate my 11<sup>th</sup> Amendment right.

THEREFORE LET IT BE KNOWN, that all objections are continuous, and Petitioners does not consent to any enforcement thereof.

WHEREFOR Petitioners pray this court enters a sua sponte motion sustaining all objections contained herein.(1-5)

UCC 1-308/1-103.6

By: Arnold Dazarhea

:arnold:.;dazarhea: Sui.Juris Ex Rel  
c/o P O Box 776  
Mullins, South Carolina [29574]  
843-409-9086/843-536-2320

October 27, 2015

STATE OF SOUTH CAROLINA

IN CIRCUIT COURT

COUNTY OF MARION

CASE NO. 2013-CP-33-306

**Certificate of Service**

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 et.al.,

Defendant

FILED  
PAGE  
2015 OCT 28 P 3:17  
MARION COUNTY SC  
SHERY R. RHODES  
CLERK OF COURT

---

:arnold:,:dazarhea:

Petitioner,

Vs.

Anderson Brothers Bank,  
Respondents.

---

Petitioners do hereby certify that copies of the Objection to Order for Writ of Assistance were served upon the following parties by placing the same in the United States certified mail, addressed as shown below, this the 28<sup>th</sup> day of October 2015, at Mullin, South Carolina.

Suzanne Grigg  
1230 Main Street  
Suite 700(29201)  
P O Drawer 2426  
Columbia, South Carolina 29202

Haigh Porter  
152 S McQueen Street  
Florence, South Carolin 29501

Anderson Brothers Bank  
P O Box 310  
Mullins, South Carolina 29574

The Honorable Michael G. Nettles  
Florence City County Complex  
180 North Irby Street, MSC- XX  
Florence, South Carolina 29501

The Honorable Alan Wilson  
Rembert Dennis Building  
1000 Assembly Street, Room 519  
Columbia, South Carolina 29211

October 28, 2015

UCC 1-308/1-103.6

By: arnold: dazarhea:

:Arnold:.,:Dazarhea: Sui Juris Ex Rel  
c/o P O Box 776  
Mullins, South Carolina [29574]  
843-409-9086/843-536-2320

---

EXHIBIT A  
JUDGE HAYNES ORDER

STATE OF SOUTH CAROLINA  
COUNTY OF Marion  
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2013 CP-306

Anderson Brothers Bank  
PLAINTIFF(S)

A. Tyrone Parson, Jr., et al  
DEFENDANT(S)

Submitted by: \_\_\_\_\_

Attorney for :  Plaintiff  Defendant  
or  
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.  See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):  Rule 12(b), SCRPC;  Rule 41(a), SCRPC (Vol. Nonsuit);  Rule 43(k), SCRPC (Settled);  Other \_\_\_\_\_
- ACTION STRICKEN (CHECK REASON):  Rule 40(j), SCRPC;  Bankruptcy;  Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;  Other \_\_\_\_\_
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):  
 Affirmed;  Reversed;  Remanded;  Other \_\_\_\_\_

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:  See attached order (formal order to follow)  Statement of Judgment by the Court: \_\_\_\_\_

ORDER INFORMATION

This order  ends  does not end the case.  
Additional Information for the Clerk : \_\_\_\_\_

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Circuit Court Judge

John W. Ceylan

2013  
Judge Code

2/1/15  
Date

BOOK PAGE FILED

MARION COUNTY SOUTH CAROLINA  
FEB 11 2 35 PM '15

For Clerk of Court Office Use Only

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
CLERK OF COURT

Court Reporter: \_\_\_\_\_

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

*Judge has no jurisdiction.*

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
2015 FEB 11 PM 3:56  
MARION COUNTY SC  
SHERRY R. RHODES  
CLERK OF COURT

FILED

Anderson Brothers Bank  
PLAINTIFF(S),

-VS-

A. Dupone Parson, Jr., et al  
DEFENDANT(S),

ORDER

C. A. NO 2013 -CP-33- 306

IT IS ORDERED that the below MOTION(S) be struck from the active Motion Calendar for the following reason:

1. PLAINTIFF(S) MOTION

heard on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_.

2. DEFENDANT(S) MOTION

for permanent Injunctive Relief & Cost Claims  
Based on new found Evi. heard on this 9<sup>th</sup> Day of February 2015.

3. RULINGS OF THE ABOVE MOTION(S):

ARLSON COUNTY SC  
COURT  
FILED  
PAGE  
2015 FEB 11 P 3:56

4. OTHER:

Judge has no jurisdiction

IT IS ORDERED that the within entitled CASE/MOTION(S)/RULE be:

1. TRANSFERRED TO THE JURY/NON-JURY CALENDER.

2. REFERRED TO SPECIAL REFEREE

3. CONTINUED upon request of Plaintiff and/or Defendant beyond the

1 Term. Reason for Continuance:

4. OTHER:

Judge has no Jurisdiction

ion, S.C.

2/10, 2015

Jacob H. [Signature]  
Presiding Judge:

---

EXHIBIT B  
SHOW CAUSE TRANSCRIPT  
PAGES 55-58 FICTITIOUS PLAINTIFF

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

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

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

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

5 MS. GRIGG: Carolina First.

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

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

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

12 MR. PARSON: Can they touch?

13 THE COURT: But they are legal --

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

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

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

21 THE COURT: Mis---

22 MR. PARSON: -- they can --

23 THE COURT: -- Mister --

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

1 the law, sir.

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

4 MR. PARSON: Right here.

5 THE COURT: -- but in --

6 MR. PARSON: South Carolina --

7 THE COURT: -- any event --

8 MR. PARSON: -- Constitution.

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

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

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

21 MR. PARSON: As a fiction.

22 THE COURT: Yeah.

23 MR. PARSON: A corporation.

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

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

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

13 MR. PARSON: I want --

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

18 MR. PARSON: Uh-huh.

19 THE COURT: And --

20 MR. PARSON: And --

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

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

25 THE COURT: On or before May 30th.

EXHIBIT C

UNREBUTTED AND UNDISPUTED  
AFFIDAVIT OF LACK OF  
CONSIDERATION

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 et.al.,

Defendant )

IN CIRCUIT COURT

CASE NO. 2013-CP-33-306

Affidavit of Lack of Consideration

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 et.al., )

Petitioner, )

Vs. )

Anderson Brothers Bank, Suzanne Taylor  
Graham Grigg, Haigh Porter, River  
Anderson )

Respondents. )

MARION COUNTY SC  
CLERK OF COURT  
2015 JAN -9 P 3:39  
BOOK PAGE

AFFIDAVIT OF LACK OF CONSIDERATION

STATE OF SOUTH CAROLINA )

) ss

COUNTY OF MARION )

Comes now the natural man/women known as Arnold Jr. Dazarhea Parson, the Affiant(s), and does solemnly affirm that the statements herein are true and correct in substance and in fact, to wit:

- 1. On or around April 3, 2012 Affiant(s) deposited \$20,900.00 with ANDERSON BROTHERS BANK.

A CERTIFIED COPY OF THE  
ORIGINAL FILED IN THIS OFFICE  
*Sherry R. Rhodes*  
CLERK OF COURT, MARION COUNTY  
SOUTH CAROLINA

2. Affiant(s) provided the funds for this account number 680427366/File Number 12-54 with the deposit of affiant(s) promissory note.
3. We paid interest and fees for this deposit.
4. Anderson Brothers Bank paid us nothing for our note.

UCC 1-308/1-103.6

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)

COUNTY OF MARION )

ss.

Notary

On this date 9<sup>TH</sup> Day of JAN 2015, a natural man and woman appeared in their true characters, who identified themselves as Arnold Parson Jr & Dazarhea Parson., appeared before me PATRICK RICHARDSON, a notary public residing in MARION County, SC state and attested to the veracity of this Affidavit of Lack of Consideration with their oath and autograph.

  
Notary Public

Commission Expires 0625 2020

Seal

EXHIBIT D

DECLARATION OF STATE CITIZEN

SHOW CAUSE TRANSCRIPT PAGES 29-31

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

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

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

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

25 THE COURT: To the do who?

1 MR. PARSON: To the republic.

2 THE COURT: The republic of what?

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

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

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

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

18 THE COURT: That's a new --

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

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

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

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

3 THE COURT: Okay.

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

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

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

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

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

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

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

25 THE COURT: Okay. Go ahead.

**EXHIBIT D**

**NOTICE OF APPEAL AND  
EMAIL NOTICING ATTORNEY AND  
SPECIAL REFEREE**

77764

RECEIVED

NOV 02 2015

SC Court of Appeals

NOTICE OF APPEAL IN A CIVIL CASE

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]

11-04-15 P05:13 IN

APPEAL FROM MARION COUNTY  
Court of Common Pleas

SPECIAL REFEREE HAIGH PORTER

Case No. 2013-CP-33-306

Anderson Brothers Bank,

Respondent,

v.

Arnold Jr., Dazarhea Parson

Appellants.

NOTICE OF APPEAL

I :arnold: and I :dazarhea: herein after Appellants, appeals the Order for Writ of Assistance entered by Special Referee Haigh Porter, received on October 1, 2015. There was no new hearing held for this order. The original order for this hearing held April 30, 2014 was signed off on and entered on January 7, 2015. It is believed that there should have never been a hearing held, nor an order entered. At the time the hearing was held the lower court lacked personam and subject jurisdiction to hear the Rule to Show Cause, and Petition for Writ of Assistance being that this was an open dispute within the exclusive jurisdiction of the Court of Appeals. A fact, in which Respondent and Special Referee were made fully aware of on January 5, 2015. On or around January 12, 2015 a notice of motion publication roster was sent to Respondents for hearing to be held on February 9, 2015. At that hearing Judge Haynes would not allow either party to speak because this dispute was still in the Court of Appeals dismissing the case stating three times in his order "JUDGE HAS NO JURISDICTION." It is believed that the same should have been done on April 30, 2014 hearing. The actions of the Respondent and Special Referee appear to be a blatant denial of Petitioners inalienable, unalienable rights to due process guaranteed by the Constitution for the united states of America (major).

October 27, 2015

500 36-1-207

By: Arnold Dazarhea  
Arnold Jr., Dazarhea:Parson  
c/o Post Office Box 776  
Mullins, South Carolina 29574  
(843-409-9086/843-536-2320)  
Attorney in Fact

Other Counsel of Record:  
Suzanne Griggs  
1230 Main Street  
Suite 700(29201)  
PO Drawer 2426  
Columbia, South Carolina 29202  
Attorney for Respondent  
(803-253-8277)

PROOF OF SERVICE OF A NOTICE OF APPEAL

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]

APPEAL FROM MARION COUNTY  
Court of Common Pleas

SPECIAL REFEREE HAIGH PORTER

Case No. 2013-CP-33-306

ANDERSON BROTHERS  
BANK,

Respondent,

v.

ARNOLD JR., DAZARHEA  
PARSON

Appellant.

RECEIVED

NOV 02 2015

SC Court of Appeals

PROOF OF SERVICE

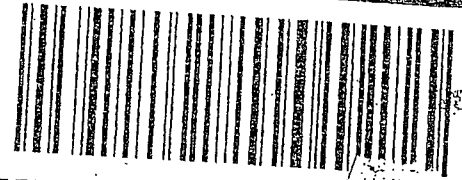
We certify that we have served the Notice of Appeal on Anderson Brothers Bank by depositing a copy of it in the United States Mail, postage prepaid, on October 28, 2015 addressed to Anderson Brothers Bank attorney of record, Suzanne Griggs, 1230 Main Street, Suite 700 (29201) Post Office Drawer 2426 Columbia, South Carolina 29202.

October 28, 2015

By: SC 36-1-207  
Arnold Jr., Dazarhea Parson  
Arnold Jr., Dazarhea Parson  
c/o Post Office Box 776  
Mullins, South Carolina 29574  
(843-409-9086/843-536-2320)  
Attorney in Fact

arnold: dazarhea: Parson  
c/o PO Box 776  
mullins, SC 29574

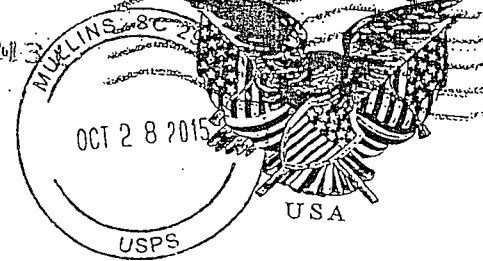
**CERTIFIED MAIL**



COLUMBIA, SC 290

8 OCT 2015 PM 3

7035 0000 0000 0000 13



**RECEIVED**

NOV 02 2015

SC Court of Appeals

South Carolina Court of Appeals  
PO Box 11629  
Columbia, SC 29211



1000



29211

U.S. POSTAGE  
PAID  
MULLINS, SC  
29574  
OCT 28 15  
AMOUNT

**\$6.25**

R2305K139271-14

29211162929



---

## NOTICE OF APPEAL

1 message

---

**best4lessclothing** . <best4lessclothing@gmail.com>

To: sgrigg@nexsenpruet.com

Cc: hporter5@bellsouth.net

Wed, Oct 28, 2015 at 5:47 PM

Dear Mrs. Grigg,

Greetings, Hope this finds you well,

For the purposes of quicker service and the urgency of the matter you are in receipt of this email. A Notice of Appeal has been filed, please be advised that a copy of this will be filed in the Marion County Clerk's Office.

For now yours Truly

I am and I am

:arnold: :dazarhea:



**NOTICE OF APPEAL.pdf**

875 KB

MARION COUNTY SC  
TERRY R. RHODES  
CLERK OF COURT

2015 OCT 29 A 8:41

PAGE \_\_\_\_\_

FILED

**EXHIBIT E**  
**PETITION FOR EMERGENCY STAY**

STATE OF SOUTH CAROLINA

IN CIRCUIT COURT

COUNTY OF MARION

CASE NO. 2013-CP-33-306

Anderson Brothers Bank

**PETITION FOR EMERGENCY STAY  
OF WRIT OF ASSISTANCE**

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 et.al.,  
Defendant

:Arnold:,:dazarhea:

Petitioner

vs.

Anderson Brothers Bank,

Respondents,

Submitted by:arnold: sui juris ex rel

Comes now a natural man and women known as :arnold: and :dazarhea: a Real Party in Interest, an aggrieved injured party 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 Petitions this court for An Emergency Stay of Writ of Assistance without any waiver of any defenses.

**When rule providing for relief from void judgment is applicable, relief is not discretionary matter, but is mandatory, Orner v. Shalala, 30F.3d 1307, (Colo.1994). See also, Thomas, 906 S.W.2d at 262 (holding that trial court has not only power but duty to vacate a void judgment).**

This urgent matter comes before this court for an emergency stay of writ of assistance until the Notice of Appeal, Mandatory Injunction, and Relief from Judgment be heard. An Injunction was filed, fees for such purposes have been satisfied, and is awaiting a date to be heard. A Notice of Appeal has been filed with the Court of Appeals and noticed given to the lower court of the same on October 29, 2015, and all parties have been noticed. For this matter to proceed, will cause Petitioners irreparable harm, suffering undue hardships, denying us our inalienable, unalienable Constitutional right to due process.

October 29, 2015

UCC 1-308/1-103.6

By: dazarhea :: arnold:

:dazarhea: arnold: sui juris ex rel  
c/o P O Box 776  
Mullins, South Carolina [29574]  
843-409-9086/843-536-2320

STATE OF SOUTH CAROLINA

IN CIRCUIT COURT

COUNTY OF MARION

CASE NO. 2013-CP-33-306

Anderson Brothers Bank,

Certificate of Service

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 et.al.,

Defendant

---

:arnold;.:dazarhea:

Petitioner,

Vs.

Anderson Brothers Bank,

Respondents.

---

We, arnold, and dazarhea, do hereby certify that copies of the Petition for  
Emergency Stay of Writ of Assistance were served upon the following parties by  
placing the same in the United States certified mail, addressed as shown below,  
this the 30<sup>th</sup> day of October 2015, at Mullins, South Carolina.

Suzanne Grigg  
1230 Main Street  
Suite 700(29201)  
P O Drawer 2426  
Columbia, South Carolina 29202

Haigh Porter  
152 S McQueen Street  
Florence, South Carolin 29501

Anderson Brothers Bank  
P O Box 310  
Mullins, South Carolina 29574

October 30, 2015

UCC 1-308/1-103.6

By: dazarhea::arnold:

:dazarhea::arnold Sui Juris Ex Rel  
c/o P O Box 776  
Mullins, South Carolina [29574]  
843-409-9086/843-536-2320

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals  
[In The Supreme Court]

---

APPEAL FROM MARION COUNTY  
Court of Common Pleas

SPECIAL REFEREE HAIGH PORTER

---

Case No. 2013-CP-33-306  
Appellant Case No. 2015-002230

---

Anderson Brothers Bank,  
Respondent,

v.

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

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

Anderson Brothers Bank, Respondent,

v.

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

---

CERTIFICATE OF SERVICE

---

RECEIVED  
NOV 19 2015  
SC Court of Appeals

The undersigned does hereby certify that on November 16, 2015 we served the Motion for extension of time to serve Appellants Memorandum by depositing copies of same in the U.S mail with postage prepaid addressed to the following:

Other Counsel of Record:  
Suzanne Griggs  
1230 Main Street  
Suite 700(29201)  
PO Drawer 2426  
Columbia, South Carolina 29202  
Attorney for Respondent  
(803-253-8277)

All Rights Reserved

By: arnold: dazarhea: parson:  
:arnold:dazarhea:parson  
P O Box 776  
Mullins, South Carolina 29574

November 16, 2015