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DEC 01 2015

SC Court of Appeals

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

MEMORANDUM IN SUPPORT OF APPEAL

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ISSUES

- I. If the nature and cause of the action explained by Special Referee was not the true nature and cause, can the order be with standing?
 - a. If the Writ of Assistance hearing had nothing to do with original trial, why would special referee allow attorney to comply with discovery request that he denied in the original hearing?
- II. Did Special Referee deny appellants provisions of the constitution?
- III. Did Special Referee act in want of jurisdiction during April 30, 2015 hearing?
- IV. Did Special Referee have a duty to recuse himself at, or prior to writ of assistance hearing?
- V. Did the improper change of the date on the Writ of Assistance order effect the substantive rights of the Appellants?

1. The relevance of mentioning the original lower court hearing is only in reference to the beliefs of why Special Referee held and allowed the surprise tacit at the Writ of Assistance hearing.

CASES OF AUTHORITIES

- *Platsky v. C.I.A.* 953 F.2d. 25, and *Anastasoff v. United States*, 223 F.3d 898 (8th Cir. 2000).....PG 6
- *Willy v. Coastal Corp.*, 503 U.S. 131, 135 (1992).....PG 6
- *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).....PG 6
- *Payne v. Tennessee*, 501 U.S. 808, 842 (1991) (Souter, J., concurring).....PG 6
- *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).....PG 6
- *Haines v. Kerner*, 404 U.S. 519.....PG 6
- “*United States v. James Daniel Good Real Property*, 510 U.S. 43; 114 S. Ct. 492 (1993)”
- *CLIFFORD v. SUPERIOR COURT* 45 Cal rptr 2nd 333,335.....PG 8
- *Brown v. Board of Education*, 394 U.S.294 (1955).....PG 9, 10
- *Wiggins v. Bunch*, 280 N.C. 106, 184 S.E. 2d 879(1971)PG 10
- *Bell v. Martin*, 43 N.C. App. 134, 258 S.E.2d 403(1979), rev’d on other grounds, 299 N.C. 715, 264 S.E.2d 101 (1980).....PG 10
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- *Monaco v. Carey Canadian mines, Ltd.*, 514 F. Supp. 357 (D.C. Pa., 1980).....PG 10

1. The relevance of mentioning the original lower court hearing is only in reference to the beliefs of why Special Referee held and allowed the surprise tacit at the Writ of Assistance hearing.

- Zenith Radio Corp. vs. Matsushita Elec. Indus. Co. Ltd., 494 F. Supp. 1161(D.C. Pa. 1980).....PG 10
- Hagins vs Levine 415 US 533 note 3 (1974).....PG 10
- Wuest v. Wuest, 53 Cal. App.2d 339, 127 P.2d 934, 937.....PG 10
- Miranda v. Arizona..... PG 9
- 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).....PG 9
- Rosenstiel v. Rosenstiel, 278 F. Supp. 794 (S.D.N.Y. 1967).....PG 9

SOUTH CAROLINA AUTHORITIES

- Hill v. S.C. Dept. of Health & Envtl Control, 389 S.C. 1, 22 698 S.E.2d, 623(2010)
- Brock v. Bennett, 313 S.C. 513, 519, 443 S.E.2d 409, 412 (Ct. App 1994);.....PG 8
 - LYNN E. SZYMONIAK, Plaintiffs, vs. AMERICAN HOME MORTGAGE SERVICING et al.,Defendants. September 20th, 2013”.....PG 8

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- S.C. Const.art I, § XIV (Trial by jury).....PG 9
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1. The relevance of mentioning the original lower court hearing is only in reference to the beliefs of why Special Referee held and allowed the surprise tacit at the Writ of Assistance hearing.

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ADDITIONAL AUTHORITIES

- Corpus Juris Secundum Volume 49 Subsection 43 page 101 Determination.....PG 9
- Black's law dictionary 6th edition Pg. 624

1. The relevance of mentioning the original lower court hearing is only in reference to the beliefs of why Special Referee held and allowed the surprise tactic at the Writ of Assistance hearing.

MANDATORY JUDICIAL NOTICE

**CASE # 2013-CP-33-306 HAS NEVER BEEN ADJUDICATED ON THE MERITS.
APPELLANTS RESPECTFULLY REQUESTS THAT SHOULD IT BE FOUND
THAT THERE ARE ISSUES THAT ARE NOT APPEALABLE PLEASE
DISREGARD AND MOVE FORWARD WITH ALL REMAINING ISSUES THAT
ARE APPEALABLE.**

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 *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).

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(Major) and the Constitution for South Carolina state herein after Appellants.

1. The relevance of mentioning the original lower court hearing is only in reference to the beliefs of why Special Referee held and allowed the surprise tacit at the Writ of Assistance hearing.

Appellants 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 respectfully submit and present this memorandum in support of the Appeal without any waiver of any defenses.

FACTUAL BACKGROUND

1. On or around February 4, 2014 Appellants received a rule to vacate and show cause in Magistrate Court from Anderson Brothers Bank/Danny Lee Hearing Construction.(See Attached)
2. On or around February 17, 2014 Appellants entered a counterclaim and demanded a trial by jury in Magistrate.
3. On February 28, 2014 a pretrial hearing was held in magistrate
4. On or around March 12, 2014 after Appellants demanded and received a trial by jury in Magistrate Anderson Brothers Bank moved to have the eviction dismissed without prejudice.
5. On or around March 28, 2014 Anderson Brothers Bank through counsel Petitioned the court for an order for Writ of Assistance.
6. On or around April 11, 2014 a man purported to serve the legal fiction A. TYRONE PARSON JR.
7. On or around April 22, 2014 Appellants filed Trial by Jury demanded.
8. On or around April 25, 2014 Appellants filed Motion for Permanent Injunctive Relief & Tort claims based on newly found evidence.
9. On or around April 25, 2014 a commercial affidavit was filed rebutting the affidavit of

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service.

10. All parties were noticed of the April 25, 2014 filings.
11. On or around April 30, 2014 Special Referee held a Writ of Assistance hearing while original hearing was on appeal.

ISSUE I

If the nature and cause of the action explained by Special Referee was not the true nature and cause, can the order there from be with standing?

At the beginning of the Writ of Assistance hearing Special Referee stated on and for the record that this hearing would pertain to nothing that is currently on appeal which seems contrary to his actions; as per the majority of the hearing was pertaining to matters that was already on appeal, as well as Special Referee went off the record, then came back on record to allow attorney for Anderson Brothers Bank to show what purported to be discovery that he personally denied (See Transcript) during the original hearing that was currently on appeal. It appears that Special Referee allowed this surprise tacit in order to thwart the attention of the Appellants who were raising issues of authenticity of the original note that was never brought forward to prove standing. "To recover on a promissory note, the plaintiff must prove: (1) the existence of the note in question; (2) that the party sued signed the note." See In Re: SMS Financial LLC. v. Abco Homes, Inc. No. 98-50117; and the ninth district appellate court for South Carolina has ruled the same Lynn E. Szymoniak, Plaintiffs, vs. American Home Mortgage Servicing et. Al, Defendants; "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). It appears that Special Referee was well aware these issues were being raised on appeal; CLIFFORD v. SUPERIOR COURT 45 Cal rptr 2nd

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333,335, "Without standing there is no actual or justifiable controversy and courts will not entertain cases."

- b. If the show cause hearing had nothing to do with trial, why would special referee allow attorney to comply with discovery request that he denied in original hearing?

It appeared that Special Referee allowed attorney to bring purported discovery request by surprise because appellant courts have been returning cases where their original note was not produced, and the authenticity has been questioned in light of the mortgage scandal that had banks paying back billions.

ISSUE II

Did the lower court deny appellants provisions of the constitution?

Appellants filed for a trial by jury on or around April 22, 2014. On April 25, 2014 Appellants filed for a Permanent Injunctive Relief & Torts based on newly found evidence, and commercial affidavit in the lower court. Special Referee denied Appellants their inalienable, unalienable right to trial by jury which is afforded to them by the S.C. Const. art I, § XIV, U.S. A Const. amdt. 7, and Rule 38(a) SCRPC. Appellants were also denied their right to be heard in accords with S.C. Const. art. I, § 22 by way of Special Referee failing to make a determination on all issues(See Proposed Order, and Objection and Motion to Strike attorneys proposed order) see Corpus Juris Secundum Volume 49 Subsection 43 page 101 Determination of Issues, which was a denial of

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our due process rights of law in accord with S.C. Const. art. I, § 3. It appears by way of gross negligence Special Referee denied Appellants provisions of the constitution in accord with S.C. Const. art. I, § 23; "Where rights secured by the Constitution are involved, there can be no rule-making or legislation which would abrogate them" See *Miranda v. Arizona*; Violation of due process, *Johnson v. Zerbst*, 304 U.S. 458, 58 S.Ct. 1019(1933); *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 its statutory authority" See *Rosenstiel v. Rosenstiel*, 278 F. Supp. 794 (S.D.N.Y. 1967); *Brown v. Board of Education*, 394 U.S.294 (1955)

ISSUE III

Did the lower court act in want of jurisdiction during April 30, 2015 hearing?

In accord with dereliction of duty Special Referee should have known, could have known, or had the duty of knowing that matters on appeal, divest the lower court of jurisdiction. "When an appeal is taken the trial court is divested of jurisdiction, except to aid in certifying a correct record." See *Wiggins v. Bunch*, 280 N.C. 106, 184 S.E. 2d 879(1971); "The general rule is that when one party gives notice of appeal, the jurisdiction of the trial court is ousted and it may take no further action in the case except in aid of the appeal, unless the case is remanded to it by the appellate court" See *Bell v. Martin*, 43 N.C. App. 134, 258 S.E.2d 403(1979), rev'd on other grounds, 299 N.C. 715, 264 S.E.2d 101 (1980); "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); "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); "Once jurisdiction is challenged it must be proven." *Hagins vs Levine* 415 US 533 note 3 (1974); "A departure by a court from those

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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; Rule 205 SCACR; Rule 221(b) SCACR ; Also see Judge Haynes order dated February 9, 2015 which was entered after Appellant court dismissed the Appeal, but prior to the remittitur being sent to the lower court.(order attached)

ISSUE IV

Did Special Referee have a duty to recuse himself at, or prior to writ of assistance hearing?

In accords with dereliction of duty Special Referee should have known, could have known, or had the duty of knowing that he should have recused himself for conflict of interest being that Kathryn Porter(Special Referee’s wife) received a benefit from being the Trustee in receivership for the plaintiff. It was also a conflict in interest that Kathryn Porter was a witness, and notary on re-conveyance documents that took place while the property was a part of the subject matter on appeal. Special Referee should have known he had a duty to keep the appearance of impartiality and impropriety which would uphold the integrity and independence of the judiciary as per; CJC Rule 501 1(a), 2(b), and 3(b) (1)

ISSUE V

Did the improper change of the date on the Writ of Assistance order effect the substantive rights of the Appellants?

1. The relevance of mentioning the original lower court hearing is only in reference to the beliefs of why Special Referee held and allowed the surprise tacit at the Writ of Assistance hearing.

It appeared that Special Referee should not have allowed Anderson Brothers Bank a hearing on a Writ of Assistance until the lower court received the remittitur from the Appellant court. Not only did Special Referee allow this hearing to be held on April 30, 2014 but he also entered an order on January 5, 2015 prior to remittitur sent to lower court stated that Special Referee was acting in abeyance to Appellant court rules. Special Referee's actions appeared to be on the contrary as per; Special Referee entered and attempted to have execute the order for Writ of Assistance order signed on January 5, 2015. It is believed that a new hearing should have been held prior to entering the second order on September 21, 2015 received by Appellants on October 1, 2015. As a proximate result Appellants have been denied due process of law. "By changing the incorrect date of entry of judgment to a date other than the actual date judgment was entered, the trial court improperly altered the substantive rights of the parties.....See Food Serv. Specialists v. Atlas Restaurant Mgt., Inc., 111 N.C. App. 257, 431 S.E.2d 878 (1993)

Conclusion

As it appears based on all five issues stated above Special Referee has shown a pattern in practice of denying Appellants Constitutional Provisions, violating the exclusive jurisdiction of the Appellate court, impropriety, and impartiality. As shown in evidential facts attached. Appellants Appeal the unconstitutional Irregularities of procedure. Appellants also requests an oral hearing in this matter.

UCC 1-308/1-103.6

By: arnold: dazarhea parson
:arnold:,:dazarhea:parson Sui Juris Ex Rel

November 27, 2015

1. The relevance of mentioning the original lower court hearing is only in reference to the beliefs of why Special Referee held and allowed the surprise tacit at the Writ of Assistance hearing.

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SC Court of Appeals

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

1. The relevance of mentioning the original lower court hearing is only in reference to the beliefs of why Special Referee held and allowed the surprise tacit at the Writ of Assistance hearing.

The undersigned does hereby certify that on November 28, 2015 we served a memorandum in support of the appeal by depositing copies of same UPS 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 28, 2015

1. The relevance of mentioning the original lower court hearing is only in reference to the beliefs of why Special Referee held and allowed the surprise tactic at the Writ of Assistance hearing.

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DEC 01 2015

SC Court of Appeals

EXHIBIT A

MAGISTRATE'S DISMISSAL

Danny Lee Herring Const.
2218 Old Corner Ct.
Marion, SC 29571
(843) 289-1999
Dlhconstruction72@yahoo.com

December 27, 2013

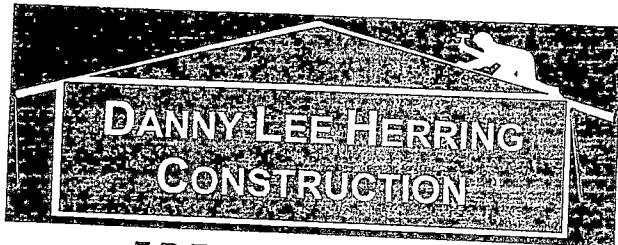
A Tyrone Parson Jr.
Dazarhea Monique Parson
3546 Quail Roost Road
Mullins, SC 29574

for Cause

Refuse

Dear Mr. & Mrs. Parson,

I am contacting you on behalf of Anderson Brothers Bank. The property that you are renting at 3546 Quail Roost Road in Mullins, SC is no longer going to be a rental. As of January 1, 2014, you have 30 days to vacate the property. If you have any questions or comments, please contact me at (843) 289-1999.



FREE ESTIMATES

843-289-1999

LICENSED

BONDED

INSURED

Sincerely,

A handwritten signature in black ink, appearing to read "Danny Lee Herring". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Danny Lee Herring

Arnold Jr & Dazarhea Parson

c/o p o box 776

Mullins, South Carolina [29574]

Danny Lee Herring Const.

2218 Old Corner Ct.

Marion, South Carolina 29571

January 10, 2014

Dear Mr. Danny Lee Herring,

Enclosed are the documents that you requested providing proof that the matter involving Arnold Jr. & Dazarhea Parson appellate vs. Anderson Brothers Bank Respondents is an ongoing case in the South Carolina Court of Appeals. Therefore the information you have received from Anderson Brothers Bank is false, incomplete, and misleading. Continuing to pursue this matter shall result in Danny Lee Herring, Danny Lee Herring Construction added as parties to Affidavit of Obligation, and held liable as Lien Debtors jointly and severally. Govern oneself accordingly.

Sincerely,

ALL RIGHTS RESERVED, WITHOUT RECOURSE

By: Arnold Parson Jr. Dazarhea Parson

Arnold Jr., & Dazarhea Parson, Paramount Interest Holder, In Propria Persona Sui Juris

STATE OF SOUTH CAROLINA

COUNTY OF MARION

2014CV3310100272
CIVIL CASE NUMBER
MAGISTRATE'S COURT
RULE TO VACATE OR SHOW CAUSE

Andrson Brothers Bank/ Danny Lee
Herring Contruction
2218 Old Corner Ct
Marion, SC 29571
(843) 289-1999

PLAINTIFF(S)

Vs

A Tyrone Parson Jr & Dazarhea
Monique Parson
3546 Quail Roost Rd
Mullins, SC 29574

*Accepted for Value
Exempt from Levy
Circuit Court Marion Co.
February 11, 2014
EJD*

DEFENDANT(S)

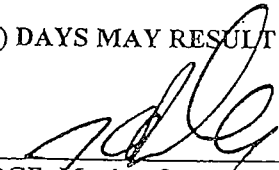
Upon the application of the plaintiff listed above, which states:

THE TERMS OF THE TENANCY OR OCCUPANCY HAVE ENDED

You the defendant(s) or lessee(s) of the premises located at the address listed above, and all others, are ordered to vacate the premises immediately pursuant to S.C. Code of Laws Section 27-37-10 or contact the: Marion County Summary Court, 2715 East Highway 76, Suite B Mullins, SC 29574 (843) 423-8208, within ten (10) days excluding date of service, for the purpose of showing why you and all occupants should not be ejected from these premises.

FAILURE TO VACATE THE PREMISES OR TO RESPOND WITHIN TEN (10) DAYS MAY RESULT IN THE ISSUANCE OF A WRIT OF EJECTMENT.

Monday, February 03, 2014


JUDGE, Marion County Summary Court

Personally appeared before me, the undersigned deponent, being duly sworn, says that he attempted to serve the Rule to Vacate or Show Cause on A Tyrone Parson Jr & Dazarhea Monique Parson on:


DATE	TIME	INITIALS	DATE OF SERVICE
1. _____	_____	_____	<u>2/4/14</u>
2. _____	_____	_____	<u>10.30</u>
3. _____	_____	_____	_____

PERSON SERVED & RELATIONSHIP IF NOT DEFENDANT:

A Tyrone Parson Jr + Dazarhea

Sworn to and subscribed before me
This _____ day of _____, 20____.

NOTARY PUBLIC OR JUDGE


SIGNATURE OF SERVER

On _____ I DEPOSITED IN THE UNITED STATES MAIL IN AN ENVELOPE ADDRESSED TO THE DEFENDANT(S) ABOVE WITH FIRST CLASS POSTAGE AFFIXED THERETO, A COPY OF THIS DOCUMENT.

MAGISTRATE'S CLERK

COPY

2014CV 33101 m 272

CIVIL CASE NUMBER

STATE OF SOUTH CAROLINA)

COUNTY OF)

IN THE MAGISTRATE'S COURT

Anderson Brothers Bank/)

Danny Lee Herring PLANTIFF)

Construction)

2218 Old Corner STREET ADDRESS)

Marion, SC CITY, STATE ZIP)

29571)

TELEPHONE)

Pro Per

VS.

COUNTERCLAIM

A Tyrone Parson Jr + Deborah)

Parson (mailing) DEFENDANT(S))

P.O. Box 776 Pro Per)

3546 Quail Roost Rd)

Mullins, SC CITY, STATE ZIP)

29574)

843-409-9086 TELEPHONE)

The defendant states he has a claim against the plaintiff in the amount of \$ 7,500
The counterclaim arose out of the same transaction or occurrence as the plaintiff's claim as a result of the following events: Including but not limited to:

- Denial of Due Process (South Carolina Constitution Article 1 Section 3)
- Stating a claim in which relief cannot be granted
- Filing false claim
- Defamation of Character

The defendant states that the information contained in the counterclaim is true and correct to the best of his knowledge. Defendant understands that should he be successful in this action and obtain judgment, and if plaintiff does not appeal within ten days, this judgment becomes final. The defendant cannot commence another action involving the same parties and issues.

I state under penalty of perjury that the above is correct and truthful.

UCC 1-308 (old 1-207)

Dated: _____

Arnold Parson Jr. Deborah Parson
Signature of Defendant (or his attorney)

In Propria Persona Scilicet Juris

KEEP A COPY OF THIS COUNTERCLAIM AND BRING IT TO COURT

ANDERSON BROTHERS BANK

2651 Church St • P.O. Box 310 • Conway, SC 29528

March 12, 2014

Marion County Magistrate Office
2715 E Hwy 76, Suite B
Mullins, SC 29574

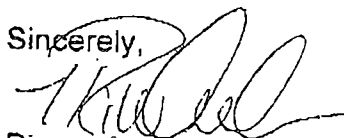
Re: Case # 2014CV3310100272

To whom it may concern:

Please be advised that Anderson Brothers Bank wishes to dismiss our eviction action without prejudice because we will be filing a writ of assistance with Judge Porter, who handled the Foreclosure Action.

Please do not hesitate to contact me if you have any questions.

Sincerely,



Rivers Anderson
Anderson Brothers Bank
843-230-9602 cell
riversa@abbank.com

03-12-14P02:24 RCVD

STATE OF SOUTH CAROLINA

COUNTY OF MARION

2014CV3310100272
CIVIL CASE NUMBER

IN THE MAGISTRATE'S COURT
DISMISSAL

Andrson Brothers Bank/ Danny
Lee Herring Contruction
2218 Old Corner Ct
Marion, SC 29571
(843) 289-1999

PLAINTIFF(S)

Vs

A Tyrone Parson Jr & Dazarhea
Monique Parson
3546 Quail Roost Rd
Mullins, SC 29574

DEFENDANT(S)

Comes now the Plaintiff Andrson Brothers Bank/ Danny Lee
Herring Contruction Defendant A Tyrone Parson Jr & Dazarhea
Monique Parson

and dismisses his/her Claim/Counterclaim against the

Plaintiff Andrson Brothers Bank/ Danny Lee
Herring Contruction Defendant A Tyrone Parson Jr & Dazarhea
~~Monique Parson~~

March 12, 2014
DATE

Marion County
Marion County Summary Court
2715 East Highway 76, Suite B
Mullins, SC, 29574

03-12-14P02:24 RCVD

EXHIBIT B

**TRIAL BY JURY DEMANDED
PETITION FOR PERMANENT INJUNCTIVE
RELIEF**

STATE OF SOUTH CAROLINA

) IN CIRCUIT COURT

COUNTY OF MARION

) CASE NO. 2013-CP-33-306

Anderson Brothers Bank,

Plaintiff,

) **TRIAL BY JURY DEMANDED IN**
) **ACCORDS WITH SOUTH**
) **CAROLINA CONSTITUTION**
) **ARTICLE 1 SECTION 14 AND**
) **ARTICLE VII OF THE ORGANIC**
) **CONSTITUTION**

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

Anderson Brothers Bank,

Petitioner,

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.,
Respondents.

Comes before natural man/woman Arnold Parson Jr., and Dazarhea Parson requesting trial by jury in pursuant to South Carolina Rule 38, and Article 7 of The Organic Constitution and Bill of Rights of the Republic and State of South Carolina.

By: Arnold Parson Jr. Dazarhea Parson
Arnold Parson Jr., Dazarhea Parson Paramount Interest Holder,
Real Party in Interest, in Propria Persona Sui Juris

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

) **PETITION FOR PERMANENT**
) **INJUNCTIVE RELIEF AND TORT**
) **CLAIMS BASED ON NEWLY FOUND**
) **EVIDENCE**

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
SHERRY R. RHODES
CLERK OF COURT

2014 APR 25 P 4: 25

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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 Haines: pro se litigants (Plaintiff is a pro se litigant) are held to less stringent pleading standards than BAR registered attorneys. Regardless of the deficiencies in their pleadings, pro se litigants are entitled to the opportunity to submit evidence in support of their claims. In re Platsky: court errs if court dismisses the pro se litigant (Plaintiff is a pro se 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 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

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.

Comes now the natural man/woman as Arnold Jr., Dazarhea Parson will be presenting themselves before the court as The Real Party in Interest and Paramount Interest Holder in the matter of Anderson Brothers Bank vs. Arnold Jr. Dazarhea Parson hearing held on July 29, 2013 Nunc Pro Tunc.(newly discovered evidence.)The natural man/woman as Arnold Jr. Dazarhea Parson herein after Petitioners. Anderson Brothers Bank, Nexsen Pruetts Suzanne Taylor Graham Grigg dba attorney for Anderson Brothers Bank, Haigh Porter dba Master in Equity/Special Referee for Florence/Marion County, South

Carolina, River Anderson dba ABB's commercial loan officer and special asset administrator herein after Respondents.

Petitioner would respectfully show unto this court that: Anderson Brothers Bank, fictitious plaintiff, commenced a foreclosure and sale of real property based on fraud, lack of consideration, lack of standing, fail to give full disclosure, and a claim filed in which relief cannot be granted. Anderson Brothers Bank by and through its attorney induced an erroneous judgment against the Petitioner covering the following described real 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 Court issuance of the Special Referee's Order and Judgment of Foreclosure and Sale on August 5, 2013 was granted in error. The proceedings in regard to the foreclosure action are preserved in the Office of Clerk of Court for Marion County in Civil Action No. 2013-CP-33-306 preserves not only an erroneous judgment, as well as officers of the court acting outside of their oath.(newly found evidence) It also preserves a record of the pleadings entered into the lower court dating back to May 2, 2013 by Petitioner's. Petitioner's filed

a Notice of Appeal on August 26, 2013. On September 10, 2013 Marion County Clerk of Court received a fax copy of Petitioner's Bond in accords with S.C. Code Ann Subsection 18-9-170 and advised Anderson Brothers Bank attorney Suzanne Taylor Graham Grigg on September 5, 2013 that if Anderson Brother Bank wanted to continue with the sale they would have given an undertaking or bond to the defendant pursuant to S.C. Code Section 18-9-130a (2).

The Petitioner through due diligence believes that Anderson Brothers Bank, had the duty to know, should have known, or knew that they received the Equity in said property for free. (Newly found evidence) Anderson Brothers Bank purported to give a loan of \$20,900 to Petitioners in consideration of a promissory note for \$20,900. Evidenced in the Mortgage of Real Estate Anderson Brothers Bank purported to give three dollars consideration of a note for \$20,900.(newly found evidence) When in fact Anderson Brothers Bank gave nothing in consideration. To give a lawful consideration, the lender must prove that he gave the borrower lawful money such as coins or currency. Failing that, he can have no claim for relief in a court at law against the borrower as the lender's actions were ultra vires or void abinitio prima facie. "A national 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.

Anderson Brothers Bank failed to disclose that the purported borrower was funding their own loan. (See Quotes from Federal Reserve Publication, Federal Reserve Act, UCC 3-102c and disclosure violation S.C. Ann Subsection 37-5-302 in Mandatory Judicial notice) Anderson Brother Bank had a duty to disclose all pertinent information to Petitioners of which Petitioner were to rely upon in making their determination. USC 83 (a) "General prohibition. No national bank shall make any loan or discount on the security of the shares of its own capital stock." [The

National Banking Act of 1864 Sections 27, 28 & 53 states banks can't loan their own, or their depositor's money. Or own property. (Newly found evidence)

Anderson Brothers Bank lacks standing to bring suit being that their fictitious plaintiff. (Newly found evidence) "It is a contempt of court to sue in the name of a fictitious party." (See Black's Law Dictionary 6th ed. Pg. 624 fictitious plaintiff) Rule 17a (1) SCRPC "Designation in General. An action must be prosecuted in the name of the Real party in interest. (newly found evidence) Anderson Brothers Bank being a fictitious entity, fictitious plaintiff can only bring a fictitious action and can never be The Real Party in Interest. Therefore Anderson Brothers Bank lacks standing to bring suit for they, cannot speak on its own, think on its own, make contract move on its own, see or hear on its own, cannot give consent on its own, cannot rebut on its own, nor sustain a physical injury. Anderson Brothers Bank is not natural.. (Newly found evidence)" 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).

The Petitioners will respectfully show this court that Suzanne Taylor Graham Grigg attorney for Anderson Brothers Bank knew, should have known, or had the duty of knowing that her clients were not the Real Party in Interest due to the fact that they were fictitious plaintiffs and any action brought would only be a fictitious action. Ms. Suzanne Taylor Graham Griggs being an officer of the courts should have known that she was acting outside of her oath of office by filing a suit in the name of a fictitious party. She was also stating a claim in which relief could not be granted. Nexsen Pruetts Suzanne Taylor Graham Grigg attorney for Anderson Brothers Bank was nothing more than a third party interloper who had no firsthand knowledge of any

bona fide agreements, or of any bona fide signatures contained therein. (See Trinsley vs Paglario) Therefore anything she entered into the record can only be considered as hearsay and not direct evidence. (newly found evidence) She also should have known that River Anderson was not a competent fact witness.

Haigh Porter The Master in Equity not only Erred in his Judgment it may be considered that the Master was acting out of his oath of office by allowing Nexsen Pruett Suzanne Taylor Graham Grigg attorney for Anderson Brothers Bank a 3rd party interloper with no firsthand knowledge to enter hearsay on the record and not direct evidence. (Trinsley vs Paglario) Only after allowing the Attorney to bring suit in the name of a fictitious party. In Re Rum Natura.(Black's Law Dictionary 1st edition. page 608) The master had a duty to literally construe the Petitioner's writings for substance and not the form being that the Petitioners were not professionals, unschooled, and laymen.(Haines v Kerner) In rule 8(f) of South Carolina Rules of Civil Procedure all pleadings shall be so construed as to do substantial justice to all parties. During the course of the hearing the Petitioner's asked if the note was a gift to the bank. The Master interrupted the witness of which was not a competent fact witness and along with the Anderson Brothers Bank and its attorney purported, " The loan was given (as consideration) for the note. So, instead of giving Petitioner's the money the bank paid the seller. When in fact through due diligence new evidence found in the mortgage of real estate clearly show/purports to given three dollars to said Petitioner in hand well and truly paid by Anderson Brothers Bank, at and before the sealing and delivery of these Presents.(newly found evidence) The Master in Equity had the duty by his oath of office to uphold, protect, and defend the Constitution as well as invoke the laws of Equity for the question of the equitable intent

using substance over form. (See SCRCF 8f and Haines vs. Kerner) The master did not have the file containing pleas on the issues to be raised by both parties, when the master had a duty to make a determination on all issues of all parties. (See Corpus Juris Secundum Volume 49 Subsection 43 pg. 101 Determination of all issues)(Newly found evidence)

When Anderson Brothers Bank attorney Suzanne Taylor Graham Grigg submitted a copy of the purported note the Petitioner's raised questions on the authenticity. According to South Carolina Rules of Civil Procedure RULE 1003: A duplicate is admissible to the same extent as an original unless (i) a genuine question is raised as to the authenticity of the original or (ii) in the circumstances it would be unfair to admit the duplicate in lieu of the original. (Newly found evidence)

South Carolina Rule of Civil Procedure Rule 1002 corresponds to the common law best evidence rule. See Hera v. McCormick, 425 Pa. Super. 432, 625 A.2d 682 (1993) Reasons justifying SCRCF rule 1002 see Mandatory Judicial Notice.(newly found evidence)

The Petitioner's entitled to an Injunctive Relief, forever barring Anderson Brothers Bank and its attorney Suzanne Taylor Graham Griggs from any present or future advances causing irreparable harm on a note and mortgage that's void ab initio prima facie.

Wherefore, the Petitioner's prays that this court grants its Injunctive Relief, clearing any clouds on title, award damages threefold for pain, suffering, duress, fraud, lack of consideration, violation of Petitioner's inalienable Constitutional Rights, as well monetary money damages that was paid on the purported note unlawfully, and 11% down

payment. Petitioner's also prays that this court allows Tort Claims to be filed for injuries incurred by and through Respondents.

STATE OF SOUTH CAROLINA)

VERIFICATION

)

COUNTY OF MARION)

PERSONALLY APPEARED before me, a natural man/woman in there true character known as Arnold Jr., Dazarhea Parson, the Petitioner's herein affirms; they have read the foregoing Petition and the facts alleged therein are true, complete, and not misleading to the best of their knowledge.

UCC 1-308(1d 1-207)

By: Arnold Parson Jr. Dazarhea Parson

Arnold Jr., Dazarhea Parson In Propria Persona Sui Juris

SWORN and subscribes to before me
This 25th day of April 2014

Kris Nelson

Notary Public for South Carolina

My commission expires: 11-25-18

MARION COUNTY SC
SHERRY R. RHODES
CLERK OF COURT

2014 APR 25 P 4: 22

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

EXHIBIT C
IMPROPER SERVICE OF PROCESS
(COMMERCIAL AFFIDAVIT)

COMMERCIAL AFFIDAVIT

The undersigned Affiant, Paramount Security Interest Holder, Authorized Representative hereinafter "Affiant", does solemnly swear, declare and state as follows:

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

Plain Statement of Facts

On April 11, 2014 there was a knock on the door of the Paramount Security Interest Holder, Authorized Representative for the legal fiction ARNOLD TYRONE PARSON JR. of 3546 Quail Roost Road Mullins, South Carolina 29574 on or around 3:15PM. Outside stood a man dressed in a Marion County Deputy Sheriff uniform and driving a white Ford Explorer with Marion County Sheriff logo on the side of the truck in black and blue coloring. The affiant notice his female german shepherd running loose and went to put her on the chain because somehow she got out of her pen. Affiant then went over to the man to see how could he help him. He said he was here on behalf of Anderson Brothers Bank to serve papers for a show cause hearing. Affiant then explained to him the he was the Paramount Security Interest Holder, Authorized Representative for the legal fiction ARNOLD TYRONE PARSON JR, and then asked the man to identify himself of which he refused. He then called a lady name Tammy asking what should he do? Affiant then explained to him that someone attempted to serve the same papers 3 days prior to and said he couldn't leave them with the Paramount Security Interest Holder, Authorized Representative for the legal fiction because it would not constitute serving the legal fiction. He then contacted Suzanne Griggs attorney for Anderson Brothers Bank and she wanted him to leave the papers anyway, but he stated he could not leave them. After saying he couldn't serve the papers he put the papers in a folder and no longer there in his official capacity, then begin speaking to affiant in his personal capacity about dogs, complementing how nice the german shepherds on said property looked. Pulling out his phone showing pictures of his boxers one of which his daughter was standing next to the boxer then he left taking papers with him. This man still refusing to identify himself seeming upset because affiant continued to ask him to identify himself. This man who's identity is unknown enraged threw the papers at me yelling you've been served. Affiants wife and kids were then pulling in the yard affiant said to wife come over here with the camcorder to have a record showing how the man threw papers on ground and they were being blown by the wind towards the dogs. The man then quickly got into the white Ford Explorer with Marion County Sheriff logo on side in black and blue coloring. He started the vehicle and rapidly in reverse he almost hit a bush located on said property and if he didn't stop and pull up he would of hit the bush on said property and continued into neighboring home. Affiant then called the Marion County summary court office to make a claim, and I was given the Sheriff's office number. After

MARION COUNTY
 SHERIFF R. R. RIDDLE
 CLERK OF COURT
 APR 25 2014 3:22 PM

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speaking to someone on the phone at sheriff office explaining what happen and why I affiant wanted to make a claim. Affiant was told that the server was acting unlawful and the papers could not be considered served cause nothing was signed. The person from the Sheriff's office stated just bring the papers to Sheriff's office to make a claim before 5:00PM. Affiant arrived on or about 4:10PM and was told to come back on Monday to file a report because the person affiant needed to talk to had left earlier that morning.

IN WITNESS WHEREOF I hereunto set my hand and seal on this 25th day of April, 2014 and hereby certify all the

statements made above are true, correct and complete.

Date: 4-25-2014

Signed By: UCC1-308(Old)-207)
By: Arnold Tyrone Parson Jr.
Arnold Tyrone Parson Jr Paramount Security Interest Holder, Authorizes
Representative for legal fiction ARNOLD TYRONE PARSON JR

JURAT

State of South Carolina)

County of Marion)

Subscribed and sworn to (or affirmed) before me on this 25th day of
April, 2014, by

Arnold Tyrone Parson Jr who proved to me on the basis of satisfactory evidence to be the natural man appearing in his true character.

) ss:

Kris F. Nelson

(seal) Signature

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

EXHIBIT D

JULY 29, 2013 TRANSCRIPT SHOWING
SPECIAL REFEREE DENIED APPELLANTS
DISCOVERY

APRIL 30, 2014 TRANSCRIPT SPECIAL
REFEREE ALLOWED RESPONDENTS TO
BRING PURPORTED DISCOVERY THAT HE
DENIED WHERE HE HAD NO
JURISDICTION

State of South Carolina

In Common Pleas Court

County of Marion

Anderson Brothers Bank,
Plaintiff,

V.

2013-CP-33-306

Dazarhea Monique Parson, a/k/a, Dazarhea D.
Parson, a/k/a, Dazarhea Monique Daniels Parson,
A. Tyrone Parson, Jr., a/k/a, Arnold Tyrone
Parson, Jr., S.C. Department of Revenue, and
S.C.D.M.V.

Defendants.

- - -

Special Referee Hearing
Held in the Above-Styled Cause

- - -

Monday, July, 29, 2013
Florence, South Carolina
1:58 p.m. - 3:05 p.m.

Before: The Honorable Haigh Porter, Esq.
Special Referee

Q & A Court Reporting Services
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Florence, South Carolina
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Visit - www.qacourtreporting.com

1 closings, I probably have never had more than one
2 or two bank officers present at a closing.
3 Bank of America, Wells Fargo, J.P. Morgan Chase,
4 Deutsche Bank, none of these big banks could be in
5 the lending business if they had to send a
6 representative to every closing. It wouldn't
7 happen. There wouldn't be any loans made. So I
8 can well understand why there wasn't anybody
9 present.

10 MS. PARSON: I mean, but we sent this
11 information to the loan officers of the bank, who
12 actually processed this loan and the C.E.O. of the
13 bank and no one ever responded. Under the
14 South Carolina Judicial Rule 33, they have to
15 respond to interrogatory parties in writing under
16 oath.

17 THE COURT: You've lost me.

18 MR. PARSON: Civil Procedures Rule 33
19 clearly states interrogatory parties -- when one
20 party serves another party with questions,
21 questions must be answered, and they must be
22 answered in writing under oath, and that's South
23 Carolina civil procedure.

24 THE COURT: Miss -- Miss -- Miss Grigg,
25 did he receive any formal discovery from the

1 Parsons?

2 MS. GRIGG: Your Honor, I did not
3 receive any formal discovery.

4 MR. PARSON: I object, Your Honor. I
5 have proof that she has received it, and a third
6 party witnessing that she has received it. My
7 third party witness being the U.S. Postal Service.

8 MS. GRIGG: I did -- as I stated
9 earlier, I received multiple correspondence, from
10 the defendants.

11 THE COURT: No formal -- formal --

12 MS. GRIGG: I did not receive --

13 THE COURT: -- discovery under the
14 rules --

15 MS. GRIGG: -- formal discovery --

16 THE COURT: Okay.

17 MS. GRIGG: -- and in fact, I sent a
18 letter back --

19 MR. PARSON: Your Honor, I believe --

20 MS. GRIGG: -- stating that I had not
21 received any formal discovery. That if they
22 wanted to participate in discovery or had some
23 questions, I'd be happy to proceed under the
24 formal discovery rules -- under the South Carolina
25 Rules of Civil Procedures.

1 MR. PARSON: This is what she received,
2 and it clearly states discovery on the top.
3 Substance has precedence over form.

4 THE COURT: I don't believe this
5 qualifies under the South Carolina rules.

6 MR. PARSON: Substance has precedence
7 over form, though. And that would prove that
8 this -- this loan did not really exist if the
9 answers to all those questions were -- if we could
10 receive those answers.

11 MS. GRIGG: Your Honor, this is asking,
12 again, for the originals. No attorney in their
13 right mind is going to send originals to a
14 defendant.

15 MR. PARSON: It asked for us to
16 review -- to view the originals.

17 MS. PARSON: Set up a timely meeting --

18 MR. PARSON: Set up a time where we
19 could come in and view the original documents.

20 MS. GRIGG: Again, Your Honor,
21 that's --

22 MS. PARSON: In the latest letter --

23 THE COURT: Wait a minute now. Don't
24 both of you go at one time.

25 MR. PARSON: Sorry, Judge.

State of South Carolina

In Common Pleas Court

County of Marion

Anderson Brothers Bank,

plaintiff,

v.

2013-CP-33-306

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

defendants.

The Special Referee Foreclosure Hearing
held before:

Honorable Haigh Porter

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

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

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Post Office Box 4563 (29502)
273 West Evan St. (29501)
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1 MR. PARSON: As a fiction and a
2 corporation.

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

13 MR. PARSON: I want --

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

18 MR. PARSON: Uh-huh.

19 THE COURT: And --

20 MR. PARSON: And --

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

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

25 THE COURT: On or before May 30th.

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

5 MR. PARSON: Yeah.

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

14 (off the record discussion)

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

17 MS. GRIGG: Okay.

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

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

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

23 MR. PARSON: Okay -- okay.

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

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

17 MR. PARSON: Objection to --

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

21 MR. PARSON: Yes, sir.

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

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

4 THE COURT: No, you signed it.

5 MR. PARSON: -- correct?

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

8 MR. PARSON: Okay.

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

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

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

17 MR. PARSON: Yes, sir.

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

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

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

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

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

3 THE COURT: No, you're --

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

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

8 MS. PARSON: -- consideration --

9 THE COURT: -- mortgage and --

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

13 THE COURT: That's not --

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

15 THE COURT: I'm asking --

16 MS. PARSON: -- consideration.

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

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

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

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

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

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

5 MR. PARSON: If I am correct --

6 MS. GRIGG: There may not be.

7 THE COURT: Excuse me, go ahead.

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

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

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

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

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

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

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

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

23 MR. PARSON: Yes, sir.

24 THE COURT: -- to see them.

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

1 --

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

4 MR. PARSON: I see a --

5 THE COURT: In blue ink, not --

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

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

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

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

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

16 THE COURT: Do you want to --

17 MR. PARSON: -- South Carolina.

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

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

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

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

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

5 MS. PARSON: If this is --

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

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

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

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

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

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

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

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

6 THE COURT: Yeah.

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

10 MR. PARSON: If --

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

12 THE COURT: One --

13 MS. PARSON: Well, who --

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

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

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

1 Is it because they are a fictitious entity?

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

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

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

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

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

24 THE COURT: Argue the --

25 MR. PARSON: -- fraudulent document?

1 THE COURT: -- argue that in --

2 MS. PARSON: And isn't it a

3 fraudulent conversion --

4 THE COURT: -- with your -- argue

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

6 hearing.

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EXHIBIT E

PLEADINGS SPECIAL REFEREE FAILED TO
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Suzanne Grigg

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