

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

RECEIVED

JAN 08 2015

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 LEAVE OF COURT

The undersigned Appellants pursuant to Rule 60, SCRCP, hereby moves for a leave of court to have Mandatory Injunction, Relief from Judgment 60(b)(1)(3)(4), and Challenge of Jurisdiction(attached) heard. Appellants prior to filing appeal, filed the previously stated motion within the lower court. The lower court has now set a hearing date on January 21, 2016. (see lower court roster attached)

The grounds for this motion is to allow Appellants their right to be heard in accords with S.C. Const. art. I, § 22 (Right to be heard); SCRCP Rule 60b Note to 1994 amendment; Standard Oil Co.v.US 17,97 S. Ct. 31,50 L.Ed.2d 21 (1976).

We So Move,

All Rights Reserved

By: Arnold: dazarhea: parson
:arnold:,:dazarhea:parson
c/o 311 N Congden Street
Georgetown, South Carolina [29574}

January 5, 2016

Marion County Twelfth Judicial Circuit - Roster Details
Motions Roster 01/21/2016-01/22/2016 9:30am Judge Thomas Russo

Court Agency		Common Pleas		Judge		Russo		Roster Id		41	
Roster Type		Motion Roster		Roster Begin Date		01/21/2016		Roster End Date		01/22/2016	
Number of motions = 26											
#	Date	Time	hr:mn	Description	Filing Party	Filed Date	Case	Sub Type	Plaintiff Attorney	Defendant Attorney	Notes
12	01/21/2016	9:30 AM	0:15	Motion/Dismiss	Larhonda Legette-DEF	09/23/2015	2015CP3300704 The Bank Of New York Mellon VS Larhonda Legette defendant et al.	Foreclosure 420	Andrew Michael Wilson (803) 252-3340		
13	01/21/2016	9:30 AM	0:15	Motion/Summary Judgment	Portfolio Recovery Associates, Llc-PLT	10/08/2015	2015CP3300534 Portfolio Recovery Associates, Llc VS Dale L Collins	Debt Collection 110	Joseph Ernest Brown (864) 605-3832 x4003	Eric Christopher Hale (803) 602-0789	
14	01/21/2016	9:30 AM	0:15	Motion/Summary Judgment	Wells Fargo Bank N.A-PLT	10/01/2015	2015CP3300506 Wells Fargo Bank N.A VS Thomas Amore	Debt Collection 110	Richard L. Jackson (866) 690-2091		
15	01/21/2016	9:30 AM	0:15	Motion/Compel Discovery Responses	C.M. Patel-DEF	10/15/2015	2015CP3300351 Dyck-O'Neal, Inc. VS C.M. Patel	Real Prop/Other 499	Nicholas Ray Sanders (843) 577-2025	Benjamin Albert Baroody (843) 448-2400 x167	
16	01/21/2016	9:30 AM	0:15	Motion/Compel Discovery Responses from Plaintiff	Jenna Raye Whitman-DEF	10/08/2015	2015CP3300184 Carlos M Woodie VS Jenna Raye Whitman	Motor Veh Accid 320	Charles M. Luther Jr. (843) 332-9731	G. Michael Smith Sr. (843) 248-5741	
17	01/21/2016	9:30 AM	0:15	Motion/Compel Discovery Responses form Plaintiff	Jenna Raye Whitman-DEF	10/08/2015	2015CP3300183 Brandon J Yarbrough VS Jenna Raye Whitman	Motor Veh Accid 320	Charles M. Luther Jr. (843) 332-9731	G. Michael Smith Sr. (843) 248-5741	
18	01/21/2016	9:30 AM	0:15	Motion/Summary Judgment	Fee Dee Community Action Partnership-DEF	10/22/2015	2014CP3301040 Lija W. Coleman VS Fee Dee Community Action Partnership	Breach of Cont 140	Glenn V Ohanesian (843) 626-7193	Stuart Wesley Snow Sr. (843) 669-6481	
19	01/21/2016	9:30 AM	0:15	Motion for Protective Order	David Grice-PLT	10/21/2015	2014CP3300993 David Grice VS Priscilla S Mcmillan	Motor Veh Accid 320	Roy T. Willey IV (843) 614-8888	James M. Saleeby Jr. (843) 669-8787 Joseph DuRant Thompson III (843) 720-3469	
20	01/21/2016	9:30 AM	0:15	Motion/Summary Judgment	Robin T. Walker-PLT	07/13/2015	2014CP3300872 Robin T. Walker VS Robert J. Hope	Premises Liab 330	Jill Wright	W. James Hoffmeyer (843) 664-0009	
21	01/21/2016	9:30 AM	0:60	Motion/Supplementary Proceedings	Energy One America LLC-PLT	09/30/2015	2014CP3300533 Energy One America LLC VS Abc Discount Towing & Recovery Inc defendant, et al	Breach of Cont 140	Douglas Whitsett Macneille (843) 785-4251		
22	01/21/2016	9:30 AM	0:60	Motion/Rule to Show Cause Order and Order of Reference	Energy One America LLC-PLT	09/30/2015	2014CP3300533 Energy One America LLC VS Abc Discount Towing & Recovery Inc defendant, et al	Breach of Cont 140	Douglas Whitsett Macneille (843) 785-4251		
23	01/21/2016	9:30 AM	0:15	Motion/Petition for Mand Inj Relief from Judgement	A Tyrone Parson Jr-DEF	10/16/2015	2013CP3300306 Anderson Brothers Bank VS Dazarhea Monique Parson	Foreclosure 420	Suzanne G. Grigg (803) 540-2114	Frank L. Valenta Jr. (803) 896-9900	



Common Pleas

Clerk : Sherry R. Rhodes
 103 N. Main Street
 Marion, SC 29571
 (843) 423-8240

Received From: Parson, A Tyrone Jr
 3546 Quail Roost Rd
 Mullins, SC 29574

Date: 10/16/2015
 Receipt #: 16767
 Clerk: c33asmallw

Paying for: Parson, A Tyrone

Transaction Type: Payment

Reference #: 23125318007

Payment Type: Money Order \$25.00

Comment:

Total Paid: \$25.00


Non-Refundable

Total Received: \$25.00

Change Due: \$0.00

Case #	Caption	Previous Balance	Amount Paid	Balance Due
2013CP3300306	Anderson Brothers Bank VS Dazarhea Monique Parson , defendant, et al	\$25.00	\$25.00	\$0.00

Total Cases: 1	\$25.00	\$25.00	\$0.00
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CUSTOMER'S RECEIPT

SEE BACK OF THIS RECEIPT FOR IMPORTANT CLAIM INFORMATION

NOT NEGOTIABLE

Pay to *Marion County Clerk of Court*

Address _____

KEEP THIS RECEIPT FOR YOUR RECORDS

Serial Number
23125318007

Year, Month, Day
2015-10-15

Post Office
295740

Amount
\$25.00

Clerk
14

STATE OF SOUTH CAROLINA

IN CIRCUIT COURT

COUNTY OF MARION

CASE NO. 2013-CP-33-306

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

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

: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

MARION COUNTY SC
SHERRY R. RHODES
CLERK OF COURT

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BOOK _____ PAGE _____

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according to 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 abinitio 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
SHERIFF
RECORDS
CLERK

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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.

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MARION COUNTY, SC
SHERY R. RHODES
CLERK OF SUPERIOR COURT

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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

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

Certificate of Service

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JAN 08 2016

SC Court of Appeals

MARION COUNTY SC
SHERY R. RHODES
CLERK OF COURT

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BOOK

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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 16th 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

RECEIVED

IN CIRCUIT COURT JAN 08 2016

CASE NO. 2013-CP-33-00 Court of Appeals

CHALLENGE OF JURISDICTION

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MARION COUNTY SC
SHERIFF R. RHODES
CLERK OF COURT

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)

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 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

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

PUBLIC HAZARD BONDING OF CORPORATE AGENTS

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

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

To Whom it May Concern,

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

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

UCC 1-308 (old 1-207)
 By: Arnold Parson Jr.
 Arnold Parson Jr, in propria persona

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

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

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CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

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

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

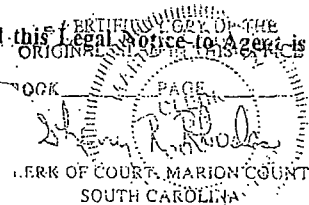
This Writ shall stand as firm and 'Lawful Evidence' of the Borrower's exercising his or her 'due process' right to **Discovery and Disclosure**; and establishes 'For The Record' an honorable and 'Good Faith' attempt on his or her part to clear up any flawed entries; any **insensate misrepresentations**;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

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

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

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

APPENDIX 51



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

Sincerely Yours,

By: Arnold Parson Jr UCC 1-308 Old 1-207
Arnold Parson Jr

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

JURAT

State of SC)
County of Marion) ss.

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

(seal)

[Signature]
Notary Signature

Expiration Date: 2/22/2018

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LARK OF COURT, MARION COUNTY, SOUTH CAROLINA

COMMERCIAL AFFIDAVIT

13-306

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

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

Plain Statement of Facts

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

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

Date: 5-2-13

By: UCC 1-308-021-207 - UCC 1-308-011-207
 Signed: Dazarhea Parson Arnold Parson Jr
 Dazarhea Parson Arnold Parson Jr

State of SC)
) ss:
 County of Main)

JURAT

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

(seal)

[Signature]
 Notary Signature

Expiration Date: 2/22/2018

A CERTIFIED COPY OF THE ORIGINAL FILED IN THIS OFFICE

BOOK: _____ PAGE _____

[Signature]
 CLERK OF COURT, MARION COUNTY
 SOUTH CAROLINA

Tracking Number: 70110470000164720578

Expected Delivery Day: Friday, May 3, 2013

Product & Tracking Information

Available Actions

Postal Product:
First-Class Mail®

Features:
Certified Mail™

Return Receipt

Return Receipt After Mailing

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

Track Another Package

Tracking (or receipt) number

Track It

APPENDIX 54

EXHIBIT C

MISREPRESENTATION/LACK OF CONSIDERATION

- SPECIAL REFEREE MISREPRESENTATION OF CONSIDERATION GIVEN BY RESPONDENTS
- MORTGAGE OF REAL ESTATE
- UNREBUTTED 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
SHERIFF R. FRODO
CLERK OF COURT

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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
PAGE

Henry 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)

ss.

COUNTY OF MARION)

Notary

On this date 9th 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

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:

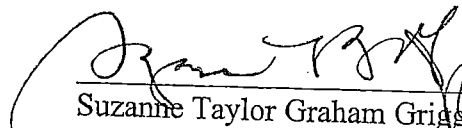
1. She is an attorney at the law firm of Nexsen Pruet, LLC, counsel for the Plaintiff in the above action;
2. The *Lis Pendens*, *Civil Action Coversheet*, *Summons*, *Verified Complaint*, and *Notice of Mortgagor's Foreclosure Intervention Rights*, were duly served upon Dazarhea Monique Parson a/k/a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

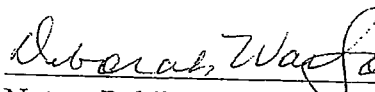
5. Upon information and belief, Defendant Tyrone Parson is not, and was not at the time of the commencement of this action, a member of the Armed Services of the United States, as is contemplated under the Soldiers' and Sailors' Civil Relief Act of 1940, as amended;

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

 (L.S.)

Notary Public for South Carolina

My Commission Expires: 9-19-2021

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

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SC Court of Appeals

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

The undersigned does hereby certify that on January 6, 2016 we served the Motion for Leave of Court by depositing copies of same by US mail postage prepaid addressed to the following:

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

January 6, 2016

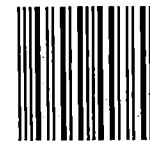
d:
N Congden St
etown, SC 29440

TO:

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



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JAN 08 2016
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