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Jun 15 2021

SC Court of Appeals

The State of South Carolina  
In The Court of Appeals  
Appellate Case Number # 2020-007102  
Appeal From Charleston County case # 2019-00354  
Michael R. Scarborough, District Equity Judge  
Appellant's Initial Brief

Restawn L. Dawson  
Suzanne E. Elmore  
Tyrimba S. Linn Grant Amer. Bg.

Appellant's profile

Deutsche Bank National  
Trust Company as Individual Trustee  
For New Century Home Equity  
Loan Trust 2005, Trust  
and Personal

Respondent's profile

Appellate  
Restawn L. Dawson, Suzanne E. Elmore  
Tyrimba S. Linn Grant Amer. Bg.  
c/o P.O. Box 40755, North Charleston  
South Carolina 29423

(843)-224-6392

This is a suit that  
arises under the Constitution of  
the United States !!

## Introduction

Appellant Rashwan L. Dawson, Sargunette Elmore, and Tyhiriba Selim Gray, will be referred to as appellants. References of record shall be designated a "R" as set forth in record on appeal transmitted by the Clerk of the lower Court.

References to Transcript of Hearing before the Honorable General ~~of~~ Mikal R. Scarborough November 10, 2020 respectively shall be designated as "TR"

References to Transcript of Hearing April 5, 2021 will be respectively designated as ~~Hearing~~ "TR<sup>2</sup>"

Also Judgment From Hearing on April 5, 2021 will be referred to as "JTR<sup>2</sup>"

Judgment from Hearing November 10, 2020 will be referred to as "JTR"

# Table of Authorities

- The Bible Standard King James
- Equity Jurisprudence Volume 1 - V 1905 by John Martin Pomeroy, Jr
- Suits in Chancery 2nd Edition 1907 by Henry R. Gibson
- A practical Treatise on the Law Of Trusts Vol. 1 8th Edition 1986 By Albert Lewis
- A Treatise on the Law of Trusts and Trustees by Julius West Perry 1907
- Gilbert Law Summaries Trusts 13th Ed 2007 By Edward C. Hillman Jr
- A Treatise on Conveyances & the Law of Merger Vol III By Richard Austin 1929
- Commentaries on Equity Pleadings 10th Ed 1892 By Joseph Story
- Federal Procedure at Law 1908 C.L. Outing
- General Rules of the Supreme Court of the United States 1884 Series A (Black)

## maxims of Equity

- Equity regards done what ought to be done
- Equity will not suffer a wrong to be without a remedy
- Equity acts specifically and not by way of Compensation
- when Chancery equity has jurisdiction over the case it will take jurisdiction if all appears

## Equity delights in Equality

- Equity imputes an intent to fulfill an obligation contracts
- Equity delights to do justice and not by halves
- Equity acts in personam
- Equity abhors a forfeiture
- Equity does not require an id to gesture
- Equity shall take jurisdiction to avoid a multiplicity of suits
- Equity follows the law
- Equity shall not allow a trustee to be sued as a clerk for a fraud
- Equity will undo what fraud has done
- Equity will not allow a trust to fail for want of trustee

- 132 of 2
- Equity looks to the intent rather than form
  - Equity requires Diligence, Clean Hands and Good Faith
  - Equity regards the beneficiary as the True owner
  - Equity will not aid a volunteer
  - Equity will not Perfect an Imperfect Gift
  - Equity comes to the aid of the legally disabled
  - Superior Equity shall stay Prevalent; Where there are Equal Equities
  - The Law shall Prevail, otherwise Priority shall Prevail
  - *Haereditas Deo dicitur non homo*, God and not man make the heir
  - *Haeres est ex parte personae cui antecessor*, The heir is the same person with the ancestor
  - *In relictione non in personam haeres succedit*, The heir ~~is~~ succeeds to the reliction and not the person
  - The heir and his ancestor are one and the same person. That is, one in right; the heir succeeding to the rights of his ancestor just as the king never dies

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

Deutsche Bank National Trust Company, as  
Indenture Trustee, for New Century Home  
Equity Loan Trust 2005-2,

Plaintiff,

vs.

Rashawn L. Dawson aka Rashawn Lamun  
Dawson, Individually, and as Personal  
Representative of the Estate of Veronica  
Dawson; Sanquintette Elnore; and any other  
Heirs-at-Law or devisees of Veronica  
Dawson, Deceased, their heirs, Personal  
Representatives, Administrators, Successors  
and Assigns, and all other persons entitled to  
claim through them; all unknown persons  
with any right, title or interest in the real  
estate described herein; also any persons who  
may be in the military service of the United  
States of America, being a class designated  
as John Doe; and any unknown minors or  
persons under a disability being a class  
designated as Richard Roe, City of North  
Charleston, Portfolio Recovery Associates,  
LLC assignee of Capital One Bank and  
World Group Mortgage, LLC.

Defendants.

(File No. 2020-0354)

RILEY POPE & LANEY, LLC  
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS

C/A NO. 2020-CP-10-00354

STATE OF SOUTH CAROLINA  
COURT OF COMMON PLEAS  
FILED IN THIS MATTER

MASTER IN EQUITY FOR  
SOUTH CAROLINA COUNTY  
*[Signature]*

MASTER IN EQUITY'S ORDER OF  
JUDGMENT OF FORECLOSURE AND  
SALE DECREE

(Non-Jury)

(Deficiency Waived)

Kriston D. Neely  
Attorney for City of North Charleston

Kelley Y. Woody, Esquire  
Attorney for Defendants "John Doe" and  
Guardian ad Litem for Defendants "Richard  
Roe"

Pursuant to Rule 53 SCRCP, the above entitled matter was referred to the undersigned to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause without further order of court. Any appeal from this Order shall be directly to the South Carolina Court of Appeals.

Pursuant to said Order of Reference a hearing was held on November 10, 2020, attended by attorneys for the Plaintiff. Exhibits were identified, offered and received into evidence. Based upon the proof made of the facts and circumstances alleged in the pleadings, I find, conclude and order as follows:

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## FINDINGS OF FACT:

- 1) The Lis Pendens was filed on January 21, 2020.
- 2) The Summons and Complaint were filed on January 21, 2020.
- 3) Service was made upon the Defendants as shown by the proof of service filed herein.
- 4) The Defendants Sanqunette Elmore, Rashawn L. Dawson aka Rashawn Lamon Dawson, Individually, Portfolio Recovery Associates, LLC assignee of Capital One Bank, and World Group Mortgage, LLC are in default as shown by Affidavit, Notice, or Order filed herein.
- 5) The Defendants and all attorneys of record were notified of the time, date, and place of the hearing in this matter.
- 6) According to the affidavit filed herein, a good faith investigation did not determine that the defaulting Defendants Sanqunette Elmore, Rashawn L. Dawson aka Rashawn Lamon Dawson are in the military service and therefore entitled to protection under the Servicemembers' Civil Relief Act, 50 U.S.C. §3901 et seq., or any amendments thereto.
- 7) For value received, Veronica Dawson made, executed and delivered a note ("Note") dated March 7, 2005, promising thereby to pay to the order of World Group Mortgage, LLC the sum of Fifty Eight Thousand Nine Hundred and 00/100 (\$58,900.00) Dollars, with interest at the rate of 8.137% per annum initially, with a current rate of 3.2500% per annum. Other terms and conditions are stated in the Note, which is of record herein.
- 8) To better secure the payment of the Note described above, Veronica Dawson made, executed, and delivered to World Group Mortgage, LLC a certain real estate mortgage ("Mortgage") in writing, dated March 7, 2005, covering real property in Charleston County, which is the same as that described in the Complaint. The Mortgage was filed in the Office of the Register of Mesne Conveyances/Register of Deeds for Charleston County on March 22, 2005, in Book W529 at Page 009. Thereafter, World Group Mortgage, LLC assigned the Mortgage to New Century Mortgage Corporation on March 7, 2005. That thereafter, the Mortgage was assigned unto Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2005-2 by assignment recorded on March 17, 2020 in Book 0867 at Page 477.
- 9) The Mortgage evidences and secures the repayment of money advanced by the mortgagee to, or on behalf of, the mortgagors and constitutes a first mortgage lien on the mortgaged premises.
- 10) Thereafter, Veronica Dawson died intestate on October 24, 2017, leaving the subject property to her heirs at law or devisees, namely, Sanqunette Elmore and Rashawn L. Dawson, by Deed of Distribution dated February 16, 2019, and recorded February 25, 2019 in Deed Book 779 at Page 291; that

the Defendants, Sanquinetta Elmore and Rashawn L. Dawson, are the owners and holders of record title to the real property hereinabove described as of the date of the filing of the Notice of Pendency to this action.

11) Rashawn L. Dawson aka Rashawn Lamon Dawson, as the Personal Representative of the Estate of Veronica Dawson, is a Defendant in this action in such fiduciary capacity as representative of any person or entity that may be a creditor or claimant against such Estate, and by virtue of the powers granted by decedent's Will or by statute.

12) Sanquinetta Elmore and Rashawn L. Dawson aka Rashawn Lamon Dawson, and any unknown heirs or devisees of the Estate of Veronica Dawson, including any persons who may be in the military service of the United States of America, being a class designated as John Doe, and any unknown minors or persons under a disability being a class designated as Richard Roe are Defendants in this action by virtue of any interest claimed under the law of intestate succession (S.C. Code Ann. §62-2-109) or under decedent's Will.

13) Kelley Y. Woody, Esquire, a member of the South Carolina Bar, has been appointed Guardian ad Litem for each Defendant who are unknown persons, persons in the military service of the United States of America, designated as "John Doe", unknown minors and persons under disability, constituted as a class designated as "Richard Roe", and has filed an answer, appeared and actively participated herein. The sum of \$500.00 is a reasonable fee to allow such Guardian ad Litem for services rendered until final adjudication of this action, which fee shall constitute a cost of this action.

14) The Plaintiff is entitled to an Order declaring that the Defendant World Group Mortgage, LLC has no interest in the Mortgage, the Plaintiff, its successors and/or assigns, is the assignee of the Mortgage and therefore the mortgagee of record; and that the Register of Deeds be authorized and empowered to file and index this Order in place of an assignment of Mortgage.

15) The Plaintiff is the real party in interest pursuant to SCRCP 17(a) and is entitled to enforce the terms of the subject Note and Mortgage.

16) The titleholders of record of the subject property as of the filing of the Lis Pendens in this action are Sanquinetta Elmore and Rashawn L. Dawson, who is the original mortgagor.

17) Any notice required by the terms of the Note and/or Mortgage or by state or federal statutes has been given to the applicable Defendants prior to the commencement of this action.

18) The loan evidenced by the Note and Mortgage is serviced by a servicer participating in the Home Affordable Modification Program (HAMP). It is not owned, securitized or guaranteed by Fannie Mae or Freddie Mac. Based on the allegations in the Complaint that the subject loan is not eligible for HAMP modification, the Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

19) As stated in the Certification of Exemption from Administrative Order 2011-05-02-01 filed herein, the real property which is the subject of this action is not an "owner occupied dwelling" as defined in the Order.

20) The Note payments which became due on January 1, 2019, and subsequent months, have not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of its attorney for collection by foreclosure.

21) The sum of \$4,125.00 is a reasonable fee to allow as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. The inclusion of services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

22) The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of the within action, including an attorney's fee, secured by the Note and Mortgage, is as follows:

(a) Principal amount due as of January 1, 2019	\$56,566.03
(b) Interest from December 1, 2018 to July 1, 2020 at a current rate of 3.2500%	\$2,940.26
(c) Additional Per Diem Interest from July 2, 2020 - November 10, 2020	\$792.66
(d) Advances	
BPOs	\$95.00
Additional Escrow HUD	\$40.07
Escrow	\$1,025.79
Title Services	\$225.00
(e) Costs of collection prior to hearing (service of process, filing fees, etc.)	\$3,705.26
(f) Attorneys Fee	\$4,125.00
<b>Total debt secured by Note and Mortgage, including interest to date shown</b>	<b>\$69,515.07</b>

Interest for the period from the date shown in (b) above through the date of this judgment at above stated rate to be added to the above stated "Total Debt" to comprise the amount of the judgment debt entered herein and interest after the date of judgment at the rate of 3.2500% per annum (pursuant to the terms of the Note and Mortgage) on the judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.



therefore the mortgagee of record, and that the Register of Deeds be authorized and empowered to file and index this Order in place of an assignment of Mortgage.

8) There is due to the Plaintiff on the Note and Mortgage set forth in the Complaint the sum of \$69,515.07, as set out in the Findings of Fact *supra*.

9) The amount due in the preceding paragraph (the "Total Debt" as set out in the Findings of Fact *supra*, and later accrued interest on the principal), shall constitute the total judgment debt due Plaintiff and shall bear interest hereafter at the rate of 3.2500% per annum. The amount of the judgment shall be subject to increase to permit the Plaintiff to recover additional costs, commissions and expenses not included in the judgment figures set forth herein. It may also increase to include supplemental compensation for attorney's services not contemplated by the initial fee awarded. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs and/or supplemental compensation. Such additional costs, commissions and expenses may be established by statement and shall be adjudicated by the Court without further finding.

10) The Defendants liable for the aforesaid judgment debt including interest at the rate of 3.2500% per annum shall on or before the date of sale of the property hereinafter described, pay to the Plaintiff, or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.

11) On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, at public auction, at 11:00 a.m. at the County Courthouse in Charleston, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on some other day appointed by the Court), on the following terms, that is to say:

12) For cash. The Master in Equity, will require, at the time of the bid, a deposit of 5% of the amount of the bid (in cash or equivalent) same to be applied to purchase price if compliance is made, but in the event of non-compliance, the deposit may be forfeited without further hearing and applied first to the costs of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse to make the required deposit at time of bid or comply with the other terms of the bid within thirty (30) days, then the property may be re-sold on the same terms and conditions on some subsequent Sales Day, but at the risk of the defaulting bidder(s).

13) Purchaser shall pay for any statutory commission on sale from the proceeds of sale, deed preparation, costs of recording the deed, and deed stamps.

14) A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

15) The sale is subject to assessments, county taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

16) The Master in Equity, will, by advertisement according to law, give notice of the time and place of such sale and the terms thereof and will execute to the purchaser, or purchasers, a deed to the premises sold. The Plaintiff, or any other party to this action, may become a purchaser at such sale, and if, upon such sale being made, the purchaser, or purchasers, should fail to comply with the terms thereof within thirty (30) days after the conclusion of the bidding, then the Master in Equity, may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

17) In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales day upon the terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

18) If Plaintiff is the successful bidder at the sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity, only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

19) The Master in Equity will apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court;

NEXT: To the payment to the Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same;

NEXT: Any surplus should be held pending further Order of this court.

20) In the event the successful bidder is other than the Defendant(s) in possession of the subject property, upon full compliance and title by deed from the Court vested into such purchaser, and upon issuance of a Writ of Assistance by the Court, the Sheriff of Charleston County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful purchaser or his assigns in full, quiet, and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

21) In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property, and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage on said property, and title by deed from the Court is vested into such purchaser, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal

property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said property on the public street or highway or by any other means.

22) In accordance with S.C. Code Ann. §30-9-31, the deed of conveyance made pursuant to said sale shall be indexed by the R.M. C. in the name of the owner of record of subject property immediately prior to execution of the deed, as well as in the name of the Master in Equity, who executes such deed as grantor.

23) The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

24) The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel, lot or tract of land with the buildings and improvements thereon, situate, lying and being in the County of Charleston, State of South Carolina, and being known and designated as Lot 277, Block "V," Section Dorchester Terrace Subdivision, as shown on a plat of the Subdivision of Dorchester Terrace Sec #3, duly recorded in the Dorchester County RMC Office in Plat Book "F", Page 119. Said parcel having such size, shape, metes, bounds, location and dimensions as shown on the aforesaid plat to which reference is made.

Subject to any and all restrictions, covenants and easements of record.

This is the same property conveyed unto Veronica Dawson by deed of Linda C. Peterson, Wendell F. Hamlin, and Michael F. Hamlin, dated September 16, 1997 and recorded September 17, 1997 in Deed Book A290 at page 157. Thereafter, Veronica Dawson died intestate on October 24, 2017, leaving the subject property to her heirs at law or devisees, namely, Sanquinette Elmore and Rashawn L. Dawson, by Deed of Distribution dated February 16, 2019, and recorded February 25, 2019 in Deed Book 779 at Page 291 in the ROD Office for Charleston County, South Carolina.

TMS No 411-16-00-300

Property Address: 2622 Ferrara Drive, North Charleston, SC 29405

AND IT IS SO ORDERED.

*SIGNATURE PAGE TO FOLLOW*

1 STATE OF SOUTH CAROLINA  
2 COURT OF COMMON PLEAS  
3 COUNTY OF CHARLESTON

4 Deutsche Bank Nation Trust Company,  
5 as Indenture Trustee, for New Century  
6 Home Equity Loan Trust 2005-2,

7 Plaintiff,

8 vs. CASE NO. 2020-CP-10-0354

9 Rashawn L. Dawson, et al.,

10 Defendants.

11  
12 Hearing before the Honorable Mikell R.  
13 Scarborough, reported by Christine A. Smith, Court  
14 Reporter and Notary Public, at 2:07 p.m. on  
15 April 5, 2021 at 100 Broad Street, Courtroom 2A,  
16 Charleston, South Carolina.

17  
18  
19  
20  
21 Christine A. Smith, Court Reporter

22 *Master in Equity*

23 *P.O. Box 30276*

24 *Charleston, South Carolina, 29417*

25 *(843) 952-0071*

*csmith@charlestoncounty.org*

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APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF:

Jason M. Hunter, Esq.  
Riley Pope & Laney  
P.O. Box 11412  
Columbia, SC 29211  
(803) 799-9993  
jhunter@rplfirm.com

ATTORNEYS FOR THE DEFENDANT:

(No one present)

Also present: Bruce Berlinsky, Esq.



1 Mortgage, I believe it was. She thereafter died  
2 October 24, 2017. Thereafter a deed of distribution  
3 was entered and Sanquinetta Elmore and Rashawn Dawson  
4 were conveyed her interest in the property with  
5 Rashawn Dawson, who is also present in the courtroom  
6 today named as the personal representative.

7           Sometime after the 2005 mortgage, Ms. Dawson  
8 took out a mortgage to the City of North Charleston  
9 in the principal amount of \$37,777. That was July  
10 26, 2010.

11           Ms. Dawson died, as I mentioned, in October of  
12 '17. Payments to the lender stopped on or about  
13 December 1 of 2018. The allegation in the complaint  
14 was that there had been no payment received, and it  
15 was due now for January 1, 2019.

16           The Plaintiff, by the time we held the  
17 hearing, which I believe was held in early November  
18 of 2020. The deficiency judgment was waived.

19           The Court did receive a handwritten motion  
20 submitted by -- I believe it was submitted by  
21 Mr. Bey. It's hard for me to read. It looks like  
22 Tyrone Fields (sic) me, but I can't tell. It was a  
23 Motion for Joinder and Notice of the Joinder for the  
24 Real Party in Interest. Mr. Bey was not a party at  
25 the time, and submitted with that motion which was

1 filed October 9, 2020, his motion at that time with  
2 that affidavit.

3 Now, what got us before the Court today is  
4 Mr. Bey's motion, I assume, because this one doesn't  
5 have -- it has a signature on it, which is illegible,  
6 but is dated April 1, 2021 and filed April 1, 2021,  
7 which was last Thursday, today being Monday the 5th  
8 of April.

9 This is a Motion for an In Camera Hearing.  
10 Tyealimbey@yahoo.com was given as the person of  
11 record there. So in the meanwhile, post the hearing,  
12 an order for judgment was entered on November 19,  
13 2020, and the property went to sale on January 6 of  
14 2021 and was sold to a third party whose name is  
15 Jason Gho, I think it is. Hold on one second.  
16 January 5, 2021, would have been the sales date. So  
17 that's got us here today.

18 The matter is also -- to make it a little more  
19 complicated -- the matter is also on appeal. Mr. Bey  
20 has filed an appeal. I say Mr. Bey -- the order of  
21 the Clerk of Court for the South Carolina Court of  
22 Appeals is that Peshawn Dawson, Sangainette Elmore,  
23 and Tyeimba Salim Grant Amar Bey are all the  
24 appellants and the notice of appeal was filed -- that  
25 was dated January 25, 2021, but it received an

1 appellant case number of 2020-1702.

2 So present today on behalf of the Plaintiff is  
3 Mr. Jason Hunter of the Riley Pope firm out of  
4 Columbia. He's appeared today. Mr. Bruce Berlinsky  
5 is here on behalf of the Defendant, City of North  
6 Charleston on their mortgage. Mr. Berlinsky has just  
7 appeared. This is the first time I think I've seen  
8 him in this one. Then Mr. Bey is present, and sir, I  
9 don't know your name (indicating).

10 UNIDENTIFIED SPEAKER (Leguan): Yes, sir, my  
11 name (unintelligible). I'm the next friend  
12 (unintelligible).

13 THE COURT: That will be the last time I need  
14 to hear from you. In the back of the courtroom is  
15 Mr. Dawson, correct, Rashawn Dawson?

16 MR. DAWSON: Yes.

17 THE COURT: All right, Mr. Dawson.

18 Mr. Bey, tell me about your Motion for In  
19 Camera Hearing. I will be happy to hear the joinder  
20 one, but I'm having difficulty following what's going  
21 on.

22 MR. BEY: Yes, Your Honor. We have a breach  
23 of Fiduciary Duty on the --

24 THE COURT: On the part of Mr. Dawson?

25 MR. BEY: No, on the Plaintiff.

1 THE COURT: On the part of the Plaintiff?

2 MR. BEY: Some things were delivered to them,  
3 and they've breached their duty, which has us here  
4 today. I'm not able to say that in public, but I  
5 have a private trust right here if you want to take a  
6 look at it.

7 THE COURT: Hand that to Mr. Hunter if you  
8 would like.

9 MR. BEY: Your Honor, I'm just here to express  
10 the trust. A tender was made to Mr. Ryan who  
11 apparently Mr. Hunter is choosing Mr. Ryan to do.  
12 Tender was made to Mr. Ryan to satisfy the mortgage,  
13 to satisfy the debt, and to deliver the tender to  
14 Deutsche Bank. Mr. Ryan never did. He breached his  
15 fiduciary duty as trustee.

16 THE COURT: Did you send some \$8, \$9, \$60,000  
17 to the bank in U.S. funds?

18 MR. BEY: No, sir. I did a tender.

19 THE COURT: A tender of what?

20 MR. BEY: A tender under the rules of equity,  
21 and under the rules of equity refusal of tender is  
22 discharge.

23 THE COURT: Well, the Court received some  
24 document that said, if it was accepted it was  
25 considered tender and payment in full of the debt,

1 and it also said that if it was rejected it was  
2 considered to be payment in full of the debt. So  
3 that has no value and no bearing to this Court.

4 This Court generally operates under the  
5 guidelines of U.S. law, and generally that operates  
6 in the form of U.S. cash. That's how these things  
7 operate.

8 MR. BEY: The tender was refused.  
9 Mr. Pasquini never delivered the tender to the bank  
10 to let them refuse or accept it.

11 THE COURT: Mr. Bey, how did you come to be a  
12 party to this action?

13 MR. BEY: I grew up in that house. The  
14 property was conveyed to me, as you can see, and --

15 THE COURT: Right. You did get a deed from  
16 Mr. Dawson and Sarquinette. Is that a male or  
17 female? I don't know.

18 MR. BEY: That's a female.

19 THE COURT: Female? All right. Is that a  
20 sister?

21 MR. DAWSON: Yes, sir.

22 THE COURT: So there was a conveyance of the  
23 property to you at some point in time, but that point  
24 in time came after the initiation of this case?

25 MR. BEY: Yes, sir.

1 THE COURT: All right. I've got it. Very  
2 good.

3 MR. BEY: Also, I'm not here to argue. I'm  
4 just here to state my claim that I'm the beneficiary  
5 of the transaction.

6 THE COURT: Okay.

7 MR. BEY: I'm the beneficiary of the mortgage.  
8 I'm the beneficiary to deposit. I'm the beneficiary  
9 of the rights and titles and interest of the  
10 proceeds. I'm the sole exclusive beneficiary. I  
11 don't see anyone else in this courtroom that has a  
12 equitable claim under the rules of equity.

13 THE COURT: Well, I beg to differ, but let me  
14 hear from Mr. Hunter. Mr. Hunter, have you had a  
15 chance to look these documents over?

16 MR. HUNTER: Yes, Your Honor. I'm not sure --

17 THE COURT: Does it mean anything to you?

18 MR. HUNTER: No, Your Honor. To me it holds  
19 no legal significance as the property relates to the  
20 case.

21 THE COURT: Well, the first issue for the  
22 Court is the request for an in camera hearing. I  
23 couldn't do that. By definition that would be an  
24 ex parte hearing. That's why we're all in the  
25 courtroom today.

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I'm happy to give Mr. Bey his day in court to the extent he's entitled to that day in court, but I need to sort of know the basis for that. As I understand it, his basis for being a party is that Mr. Dawson and Ms. Elmore had conveyed during the pendency of this proceeding their interest in the property.

MR. HUNTER: Yes, your Honor.

THE COURT: In no way is he obligated to pay the debt.

MR. BEY: Your Honor, equity will not suffer a wrong to be without a remedy.

THE COURT: Well, we'll get to that.

MR. HUNTER: Your Honor, as you said earlier, the pleadings in this case were filed in late January of 2023. I do see that Mr. Bey submitted a clocked copy of the quit claim deed. I believe consideration was around a dollar or so.

MR. BEY: Objection, Your Honor. It wasn't a quit claim deed. It was a deed of conveyance.

THE COURT: Go ahead and let him finish. I don't want you to interrupt him, and I'm not going to let him interrupt you. Okay?

MR. HUNTER: As I was saying, a quit claim deed -- a clocked copy of one was submitted to the

1 record in this case, and that appears to have been  
2 filed by the ROD on August 27 of 2020.

3 Of course that being later to be subject to  
4 our lis pendens. At some point it appears that  
5 Mr. Bay asked to exercise a right of redemption he  
6 believes he has, but regardless of that, no payoff  
7 funds were ever received by the Plaintiff. The  
8 mortgage wasn't satisfied until the foreclosure sale  
9 in January, I believe.

10 MR. BEY: Your Honor --

11 THE COURT: One second. One second.

12 Anything further?

13 MR. HUNTER: No, Your Honor. I will point out  
14 that at the time of the hearing, the affidavits of  
15 service came back and it appeared at that point that  
16 that house was empty or abandoned. We got personal  
17 service on Rashawn, and that was, I believe,  
18 January 24th.

19 MR. BEY: Objection, Your Honor. There was  
20 never any hand-to-hand service with Rashawn Dawson  
21 and the Plaintiff.

22 THE COURT: Well, you would not have known  
23 that, so I'm going to ask you again not to speak  
24 while he's speaking. Go ahead.

25 MR. HUNTER: That service on Rashawn appears

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to have happened at a West Ashley address, a 29406 address.

THE COURT: That's North Charleston. It's just a different part of North Charleston.

MR. HUNTER: North Charleston, excuse me. And it looks like personal service was also given to Sanquinette. That was at a Summerville address. Both Rashawn and Sanquinette were in default in this case. In other words, they did not file a responsive pleading. That is indicated by the affidavit of default that was filed in this case on August 31 of last year.

THE COURT: Okay. That would have been prior to Mr. Bay's Motion for Joinder, which as I indicated, was filed October 29, 2020. So you-all were not aware of his involvement in this case. Have you-all received any correspondence from him prior to this most recent motion?

MR. HUNTER: It does appear -- you know, your Honor, looking through the file, it does appear that we've gotten some stuff off and on, but the crux of it is this: Veronica Dawson, as I believe you said -- it does seem that she passed away in October of 2017. We included Sanquinette and Rashawn because of the deed of distribution. We also included any

1 unknowns just to cover our bases.

2 THE COURT: That was the basis for the  
3 affidavit of publication and order of publication,  
4 correct?

5 MR. HUNTER: And Kelley Woody answered.

6 THE COURT: Ms. Woody was the guardian?

7 MR. HUNTER: Yes, sir. But in all our efforts  
8 to go through title, we didn't show Mr. Bey as having  
9 a right to the property, prior to the quit claim  
10 deed.

11 MR. BEY: Your Honor, there was a deed of  
12 conveyance. There wasn't a quit claim deed. It  
13 passes along with the lawful coin of the United  
14 States. It was silver coin, a silver dollar, and a  
15 dollar stamp. That passes title of the property.

16 THE COURT: You received title from Mr. Dawson  
17 and Ms. Elmore, correct?

18 MR. BEY: I also have the accepted deed,  
19 Your Honor. The Plaintiff never accepted the deed.  
20 The new owner hasn't accepted the deed. I have the  
21 accepted deed, and that's been filed on the record.  
22 Under the rules of equity there must be an acceptance  
23 on the record, and also equity. The Plaintiff,  
24 Deutsche Bank, received the mortgage assignment or  
25 the statutory assignment. They didn't volunteer.

1 They didn't give any consideration.

2 I'm just asking that if they're going to take  
3 possession of the house that all of the rents,  
4 titles, interest, all the proceeds of the case -- the  
5 rents, titles, interest, proceeds to the case,  
6 everything be returned to the estate as there are  
7 fees such as security fees, landscaping, repairs.  
8 There's repairs. There's remodeling renovations.  
9 We're just asking that all the collateral be returned  
10 back to the rightful and truthful owners because  
11 equity will not suffer a wrong to be without a  
12 remedy, Your Honor.

13 If the bank has been made whole and the  
14 Plaintiff has been made whole, it's only fair, just,  
15 and right that the Defendants are made whole, and  
16 anytime collateral exchanges trust arises, and there  
17 is a trust that arises out of this transaction, and I  
18 am the beneficiary of those trusts and the  
19 beneficiary of the transaction and beneficiary of  
20 those.

21 Also I have a tender here for the tax deed and  
22 I have a tender here for the Stamp Duties Act of 1875  
23 (S18). I have the tender here if one of you guys  
24 could pass this to the Judge?

25 THE COURT: I'll note the tender for the

1 record. Mr. Bay, here's the status of you legally:  
 2 I am going to deny your Motion for the In Camera  
 3 Hearing because we're having this hearing ex camera.  
 4 Okay? In other words, we're having it on the record.  
 5 There's a written record. This lady is taking down  
 6 everything that's being said in here so you'll have a  
 7 written record. You may need that for your appeal.  
 8 Okay?

9 Your Motion for Joinder, I'm going to grant  
 10 because it does appear that you are the current  
 11 titleholder of the property. Okay? That's upon that  
 12 deed whether it's a quit claim deed or otherwise.  
 13 It's based upon the deed which is now of record at  
 14 the ROD office. So it put the world on notice,  
 15 including the bank, and including the City of North  
 16 Charleston and includes the other Defendants -- there  
 17 are other Defendants in this case -- that you have an  
 18 interest in the property.

19 The problem that you have legally is that you  
 20 did not receive your interest in this property until  
 21 after this case was initiated, and it was initiated  
 22 by the filing of a summons and complaint and a  
 23 lis pendens which were recorded in the ROD office.  
 24 Excuse me, those were recorded in the clerk of  
 25 court's office, which put the world on notice prior

NOTICE OF TENDER  
For Special Deposit Only

Deutsche Bank  
vs  
Rothschild & Sons  
Friedrich Strauss  
Bey  
Serguieille Almon

RF 434747 22 US  
CASE 20209-10-00354

This is Actual and Constructive Notice of Tender delivered by Special deposit to satisfy the transfer tax, the stamp duties tax on any mortgage transfer taxes backed in sufficient private valuable consideration of one (1) Silver Certificate, Ten (10) dollar coins of the U.S. Mint and Two (2) one dollar United States Post Office Department cancelled postage stamps. Performance on behalf of the tenderer is required to appropriate the credit to satisfy the taxes



A 19953770 A



*[Handwritten signature]*

Equity sees that as done what ought to be done

Equity will not suffer a wrong to be without a remedy

Equity delights in equality

One who seeks equity must do equity

Equity aids the vigilant, not those who slumber on their rights

Equity imputes an intent to fulfill an obligation

Equity acts in personam

Equity abhors a forfeiture

He who comes into Equity must come with clean hands

Equity will take jurisdiction to avoid a multiplicity of suits.

Equity follows the law.

Equity will not aid a volunteer

Where equities are equal, the law will prevail

Between equal equities, the first in order of time shall prevail

Equity will not allow a

1 to your involvement in the case that this bank was  
2 seeking to foreclose on their debt.

3 As it stands today, they have done that. The  
4 bank has become essentially whole by virtue of  
5 bringing the action and foreclosing on the property.  
6 My understanding is that we have another hearing  
7 scheduled for next week, which is in the form of  
8 surplus funds. In other words, there were more funds  
9 generated from the sale of the property than are due  
10 and owing to the Plaintiff, at least as of the time  
11 of this sale.

12 There will be additional costs and expenses  
13 for no other reasons than Mr. Hunter's had to travel  
14 down here from Columbia and that type of thing and as  
15 well as the presence of Mr. Berlinsky here today on  
16 behalf of the City of North Charleston indicates to  
17 me that North Charleston has their hand out because  
18 again, they had provided some \$37,000 to Ms. Dawson  
19 during her lifetime for whatever reason that mortgage  
20 exists for. I don't have any idea why that mortgage  
21 exists other than the fact that it's of record.

22 Okay?

23 MR. BEY: Aye, Your Honor --

24 THE COURT: So those liens will probably need  
25 to be paid out of whatever funds are available from

17  
1 the sale, and if there's something left over -- if  
2 there's no claimants to those funds and/or there's  
3 something --

4 MR. BEY: Your Honor, we --

5 THE COURT: -- left over, then I think you  
6 would become the rightful possessor of that property.  
7 Okay?

8 MR. BEY: Your Honor, equity involves a  
9 forfeiture. We are just asking that the collateral  
10 be returned. Is that possible? I have a tender here  
11 for the Stamp Duties Act.

12 THE COURT: That's not going to suffice,  
13 Mr. Bey.

14 MR. BEY: That requires an order to show cause  
15 why I don't have interest -- why I don't have the  
16 perfected title in this matter in the property.  
17 Equity will not suffer a wrong to be without a  
18 remedy, Your Honor.

19 THE COURT: I'm with you.

20 MR. BEY: I require the Court to show cause  
21 why I'm not the sole exclusive beneficiary of the  
22 transaction of the deposit of the shadows of the  
23 rents and the interest --

24 THE COURT: It's because of the prior claims.  
25 There are claims that precede your claims, and those

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claims include the mortgage money owed to Deutsche Bank now --

MR. BEY: Your Honor --

THE COURT: -- and the mortgage money owed to the City of North Charleston, and whatever -- you may have a claim against Mr. Dawson. I don't know. Okay?

MR. BEY: No, sir.

THE COURT: I don't think that you've got one against those folks. Okay? So with that I'm going to do what we call a Form 4 order. You're free to appeal that as well. You've got 30 days from written receipt of notice. It will be sent to whatever address of record -- what is your address of record, Mr. Bey?

MR. BEY: It would be 2622 Ferrara Drive.

THE COURT: Okay. And there's also a P.O. Box?

MR. BEY: Yes, a P.O. Box.

THE COURT: Is that 407 --

MR. BEY: Yes, 407.

THE COURT: -- 55 -- 294233

MR. BEY: Yes.

THE COURT: You are aware that the sheriff is supposed to put anybody that's in the property out on

1 the 8th; you're aware of that, right?

2 MR. BEY: I'm the possessor of the property.  
3 I'm looking for help on the eviction until litigation  
4 is done.

5 THE COURT: It's too late for that. I'm  
6 sorry. The property is -- the titleholder to the  
7 property now is the fellow who bought it at the sale  
8 in January. That was Jason Guo, I think his name is.  
9 He actually owns the property today. The title  
10 transferred at the time of the sale.

11 MR. BEY: What about the tender that was sent  
12 to the bank prior to the sale?

13 THE COURT: I find those tenders are invalid.  
14 Okay?

15 MR. BEY: On what grounds, Your Honor?

16 THE COURT: They are insufficient funds to  
17 satisfy the obligation.

18 MR. BEY: That dollar is the credit of the  
19 nation.

20 THE COURT: That dollar needed to be about  
21 360,000. Okay?

22 MR. BEY: We're just asking to redeem those  
23 dollars. Your Honor, also, I move for -- the equity  
24 of redemption under the rules of equity --

25 THE COURT: Had that been paid prior to

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January 5th of 2021 --

MR. BEY: -- against the king, Your Honor.

Are you telling me that it doesn't --

THE COURT: I'm not telling you that, no, sir.

MR. BEY: Does the equity of redemption lie against the king or anything connected --

THE COURT: Well, we don't have kings in this country.

MR. BEY: Your Honor, everything in connection with the mortgage as far as the mortgage, Your Honor, the equity of redemption cannot be waived. We don't waive the equity of redemption.

THE COURT: No. I did that for you. I did that in January.

MR. BEY: We didn't waive the equity of redemption.

THE COURT: I know you don't but I did.

MR. BEY: That's where --

THE COURT: That's my job. You had until 11:00 a.m. on January 5th of 2021 to submit whatever the outstanding debt was to the bank. That was not done.

MR. BEY: Your Honor --

THE COURT: Once that was not done --

COURT REPORTER: I can't take down two

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speakers at once.

THE COURT: Mr. Bey, when I'm talking you need to be quiet, and then I'll let you talk. Once that was not done, then the gavel fell and the sale commenced, and it was at that time that the equitable right of redemption was barred. That's the term we use in the foreclosure world.

So you have the equitable right of redemption up until the time of sale. That sale has now taken place. Okay?

MR. BEY: And what about the rights and interest and everything else that's connected with the mortgage? The collateral?

THE COURT: Any personal property that is in that house that belongs to you or to Mr. Dawson or Ms. Elmore, if you-all want to get that out of there, you have full power to do that. To the extent it belongs to Jason, you can't have the right to do that.

MR. BEY: Your Honor, is that a legal bar or an equitable bar of the equity of redemption? You did say the equity of redemption lies against the King, right?

THE COURT: Has been barred, yes. Your equitable right of redemption has been barred. Okay?

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MR. BEY: Under the rules of equity?

THE COURT: Under both law and equity. You've got it.

MR. BEY: I'm just asking, Your Honor, where is the remedy? Equity will not suffer a wrong to be without a remedy. Once again the bank has been made whole.

THE COURT: No. The bank has not been made whole.

MR. BEY: The heirs to the estate have not been made whole.

THE COURT: Well, they stopped making payment on the mortgage. That's what got them into this Court.

MR. BEY: The joinder and the affidavit of truth, it was stated that the note was intended to satisfy the mortgage and equity -- under the rules of equity -- equity gives an intent to fulfill an obligation, Your Honor. Also, a tender was sent to the bank.

THE COURT: I find those were all inadequate to satisfy the debt, Mr. Bey. I'm going to issue my written rule, and I'll get a copy of it sent to your P.O. Box. Okay? That concludes our hearing for today. Mr. Hunter, very good. Yes, sir?

1 MR. BERLINSKY: Your Honor, can you do one  
2 thing for me?

3 THE COURT: Yes sir.

4 MR. BERLINSKY: You did it at the very  
5 beginning and I was writing something else down.

6 THE COURT: Okay.

7 MR. BERLINSKY: What date did you say was  
8 Veronica Dawson's date of death?

9 THE COURT: The record reflects the date of  
10 death to be October 24, 2017.

11 MR. BERLINSKY: Okay. So that I can properly  
12 calculate the interest. I only put the principal in  
13 my statement.

14 THE COURT: Very good. So we'll do that.  
15 Very good. Gentlemen, thank you all for coming in.  
16 Good to see you.

17 (Off-the-record discussion.)

18 MR. BEY: There is a conflict of interest on  
19 this property. I would like to put that on the  
20 record. The Estate of Veronica Dawson is still owed  
21 and still has not been made whole. Neither have I.  
22 Is there a remedy that you have for the Estate of  
23 Veronica Dawson and the, heirs, and me, myself,  
24 Tyehimba Salim Grant Amar Bey? Can you show cause  
25 why I don't have a remedy, or is there a remedy?

1 THE COURT: Mr. Bey, you have been given the  
2 remedy. Okay? You've had the remedy. You didn't  
3 get the relief you wanted, but you've had your  
4 remedy. Okay? You've had your day in Court. All  
5 right? This matter is over. Thank you-all. Very  
6 good.

7 (The proceedings were concluded at 2:35 p.m.)  
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1 State of South Carolina)  
2 County of Charleston ) C E R T I F I C A T E

3  
4 I, Christine A. Smith, Court Reporter and  
5 Notary Public for the State of South Carolina at  
6 Large, do hereby certify that the foregoing  
7 transcript is a true, accurate, and complete record.

8 I further certify that I am neither related to  
9 nor counsel for any party to the cause pending or  
10 interested in the events thereof.

11 Witness my hand, I have hereunto affixed my  
12 official seal this 9th day of April, 2021 at  
13 Charleston, Charleston County, South Carolina.

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18 Christine A. Smith  
19 Notary Public  
20 My Commission Expires  
21 May 12, 2021  
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## Notice of Conflict of Interest

Herewith comes Tychimba Salim Grant Amur Bay along with Rushan L Dawson and the Heirs of the Vernice Dawson Estate and Suzanne Elmore, and the Deutsche Bank National Trust Company as Indenture Trustee and King Chen LLC.

This conflict arise from a transaction where said property at 2122 Ferguson Drive North Charleston South Carolina was conveyed to Tychimba Salim Grant Amur Bay for lawful consideration of a Dollar coin a dollar stamp and a silver certificate. There are several conflicts that arise out of a foreclosure sale in which King Chen LLC allegedly purchased a property that is in possession of Tychimba Salim Grant Amur Bay. As all

RILEY  
POPE &  
LANEY

LAW

South Carolina Office

South Carolina Office:  
Riley Pope & Laney, LLC  
2833 Devine Street  
Columbia, SC 29205  
Phone: 803.799.9993  
Fax: 803.249.1414  
www.rplfirm.com

March 17, 2021

Rashawn L. Dawson aka Rashawn Lamon Dawson,  
Individually and as Personal Representative of the Estate of Veronica Dawson  
PO Box 40755  
North Charleston, SC 29423

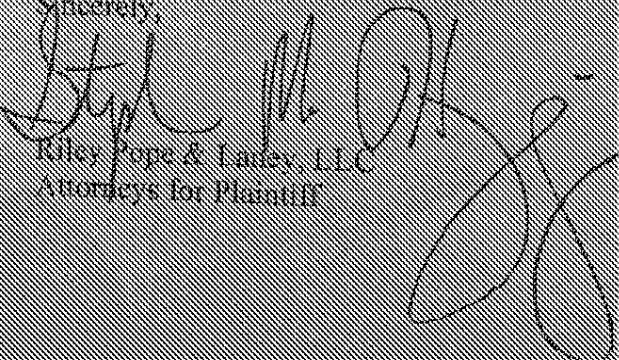
Re: Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home  
Equity Loan Trust 2005-2 vs. Rashawn L. Dawson aka Rashawn Lamon Dawson,  
Individually, and as Personal Representative of the Estate of Veronica Dawson; et al.  
Calendar No.: 2020-CP-10-00354  
Our File No.: 4043.03519

Dear Ms. Dawson:

The enclosed letter dated December 18, 2020 was returned to our office. We are forwarding it, along the attached funds, a \$21.00 money order, one dollar bill, and change, to you.

Thank you for your kind assistance in this matter.

Sincerely,



Riley Pope & Laney, LLC  
Attorneys for Plaintiff

cc  
Enclosures

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

RILEY  
POPE &  
LANEY

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South Carolina Office:  
Riley Pope & Laney, LLC  
2638 Nevins Street  
Columbia, SC 29205  
Phone: 803.799.9993  
Fax: 803.239.1414  
www.rplfirm.com

December 18, 2020

Rashawn L. Dawson aka Rashawn Lamor Dawson, Individually and as Personal Representative  
of the Estate of Veronica Dawson  
PO Box 40755  
North Charleston, SC 292423

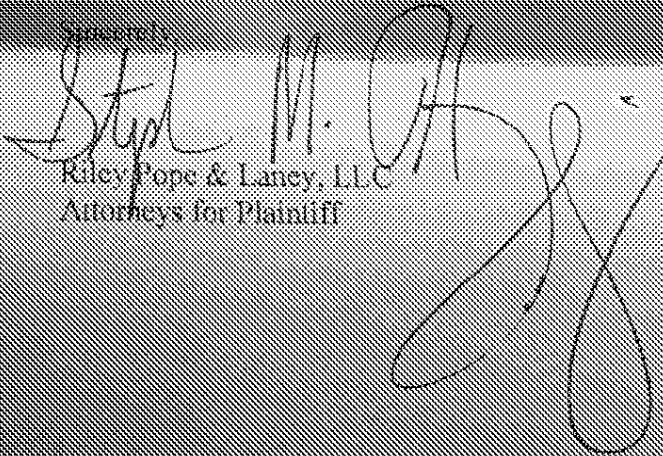
Re: Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home  
Equity Loan Trust 2005-2 vs. Rashawn L. Dawson aka Rashawn Lamor Dawson,  
Individually, and as Personal Representative of the Estate of Veronica Dawson; et al  
Calendar No.: 2020-CP-10-00354  
Our File No.: 4043-03519

Dear Ms. Dawson:

We are in receipt of your correspondence dated December 16, 2020 and are returning it to  
you, along the attached funds, a \$21.80 money order, one dollar bill, and change.

You may contact Carrington Mortgage Services, LLC at 866-84-5860 to ask about the full  
amount. Thank you for your kind assistance in this matter.

Sincerely,

  
Riley Pope & Laney, LLC  
Attorneys for Plaintiff

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.

Partial Order

money from business  
you are responsible as  
fiduciary trustee in good  
faith to deliver this tender  
to Deutsche Bank in relation  
to settle all debts for Rosanne Larson,  
Suzanne Elmore, Trichita Selma (last name),  
Dorcas Dugandemore Dawson & self.  
This tender for valuable consideration shall satisfy  
all debts in regard to ~~the~~ ~~case~~  
to case 2020 CP 1000354

Be it known that this of Veronica Dawson  
and the Veronica Dawson Estate hereby  
make tender to Payment on behalf of the  
defendants of case # 2020 CP 1000354 City of  
North Charleston to settle all debts and claims against  
the beneficiaries of this instrument in full upon  
acceptance for credit on account Eighty Three  
Dollars. This tender is for full satisfaction and  
accord. Refusal to fulfill this obligation  
will result in breach of trust and a defense of  
the subject debt. This tender is on behalf of  
Rosanne Larson, Suzanne Elmore, Trichita Selma  
Dorcas Dugandemore Dawson & self.

Special Deposit



statement,  
of it at,  
discharge full bill obligation  
extinguish all debts not benefits  
of the defendants in the case  
# 2020 CP 1000354  
valuable consideration

paid copy

To: This tender is made to  
Rosa Rosanne on special deposit  
to give to Deutsche Bank  
in regards to case # 2020 CP 1000354  
valuable consideration shall satisfy all debts  
and claims against the defendants in the case  
# 2020 CP 1000354. This tender is on behalf of  
Rosanne Larson, Suzanne Elmore, Trichita Selma  
Dorcas Dugandemore Dawson & self.

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Amount Eighty Three Dollars

UNITED STATES POSTAL SERVICE  
POSTAL MONEY ORDER  
26903825695  
\$21.00  
Twenty One Dollars and 00/100  
Pay to the order of Deutsche Bank  
part 2020 CP 1000354  
26903825695

RECEIVED

Jun 15 2021

SC Court of Appeals

Certificate of Service

Tender of Payment was made  
to Ryan Possibility to Deutsch  
Bank Dec 16 2020

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2. Business name/disregarded entity name, if different from above

3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following except boxes:

Individual proprietor or single-member LLC  C Corporation  S Corporation  Partnership  Trust/estate

Limited liability company, enter the tax classification (i.e., C corporation, S corporation, Partnership)

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4. Exemptions (codes apply only to certain entities; not individuals; see instructions on page 2):

Exempt from FATCA reporting code (if any) \_\_\_\_\_

(Apply to accounts established outside the U.S.)

5. Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional) \_\_\_\_\_

6. City, state, and ZIP code \_\_\_\_\_

7. List account number(s) (see optional) \_\_\_\_\_

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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OR

Employer identification number

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## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (individual or entity); and
- The FATCA content shown on this form (if any), indicating that I am exempt from FATCA reporting requirements.

**Certification exceptions.** You are exempt from item 4 above if you have been notified by the IRS that you are exempt, but not by backup withholding. The cases you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here      Signature of U.S. person ▶      Date ▶

## General Instructions

**Section references** are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1099-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**RECEIVED**

**Jun 15 2021**

**SC Court of Appeals**

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# Fax

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## Recipient's information

Name: Tyehimba Salim Bey Rashawn L Dawson Sanquinette Elmore

## Sender's information

Name: Appellants Tyehimba Salim Grant Amar Bey Rashawn L Dawson Sanqui

Date: 2021-06-14 23:09:56

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Message: Appellants initial Brief case court of appeals 2020-007102