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SC Court of Appeals

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Name: Tyehimba Salim grant amar bey case 202-007102

Date: 2021-06-15 21:13:40

Message: Notice of objections motion continued

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) 958-5071

casmith@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.

PROCEEDINGS

1
2
3 THE COURT: The case before the Court is
4 captioned Deutsche Bank as Plaintiff versus Rashawn
5 Dawson, individual and as personal representative of
6 the Estate of Veronica Dawson, Sanquinette Elmore and
7 others to include the City of North Charleston. The
8 case number for this Court is 2020-CP-10-354.

9 This case was filed on January 21, 2020. By
10 the Plaintiff filing a lis pendens, a summons and
11 complaint, which was thereupon served upon the named
12 Defendants, Sanquinette Elmore, the next day, on
13 January 22, 2020.

14 MR. BEY: Objection, Your Honor.

15 THE COURT: You don't get to object yet. I'm
16 setting the record, then I'm going to turn to you.
17 I've got to get the basics down, and then I'll come
18 to you. Okay?

19 Sanquinette Elmore was served on January 22 of
20 2020, and Rashawn Dawson on January 24 of 2020. The
21 allegations of the complaint are that Veronica Dawson
22 was the owner and mortgagor of the property at 2622
23 Ferrara Drive, North Charleston, 29405.

24 She took out a mortgage on March 7th of 2005.
25 The original mortgagee was World Bank, or World Group

1 Mortgage, I believe it was. She thereafter died
2 October 24, 2017. Thereafter a deed of distribution
3 was entered and Sanguinette 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 Tysalimbey@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 Guo, 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 Rashawn Dawson, Sanquinetta Elmore,
23 and Tyehimba 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 (Lequan): 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 58, 59, \$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 Sanguinette. 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.

Notice of Objections Continued Statement of Facts

~~As~~

- Whereas on Page 8-9 of the Transcripts of the hearing on April 5, 2021 The courts have admitted that a Tinder of payment was delivered and executed to them to appropriate the funds for credit on account. Appellants would have been discharged as sureties ~~for~~ had the courts appropriated the credits on account under the rules of equity ~~not at the~~ refusal of Tinder is discharge. Appellants Pray that ~~the~~ relief be granted and that all rights title interest ~~from~~ the note and the mortgage be returned to them as the true owner and lawful titleholders in fact. There was no objection as to whether a Tinder was executed and delivered to the courts and the Plaintiff. Appellants demand the courts and Deutsche Bank show cause why they are not entitled to such.
- Whereas on Page 7 of the Transcripts an admission of A private trust was entered into the record The courts or Deutsche Bank trustees did not disclaim the trust.
- Equity sees what ought to be done as done

The State of South Carolina
 In the Court of Appeals
 Appellate Case number #2020-001102
 Appeal from Charleston County
 Mikell R. Scarborough Master In Equity Judge
 Motion For Hearing with Master
 to Enter Private Proprietary information on the
 Record

Respondent / Defendant

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

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SC Court of Appeals

Appellants / Plaintiff

Richard L. Dawson
 & Schyrette Elmore
 Tyehimba Salim Grant Amer Bey

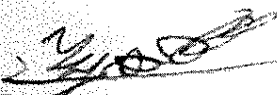
The State of South Carolina
 Appeal for Charleston County case # 2020-007102
 Motion For Hearing with Master to enter private
 Proprietary information on the record

Appellants Rashawn L Dawson, Sanguinett Elmore,
 Tyehimba Slim Great Amar Bey now coming
 with clean hands motion the courts to have
 an evidentiary hearing with the master so
 that private proprietary information may be
 entered into the record.


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SC Court of Appeals


 Tyehimba Slim Great Amar Bey


 Rashawn L Dawson


 Sanguinett Elmore

Tyehimba Bey 843-224-6392

c/o P.O. Box 90755 Worth
 Charleston South Carolina
 29423