

**RECEIVED**

**Jun 15 2021**

**SC Court of Appeals**

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# Fax

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## Recipient's information

Name: Sc court of appeals case 2020007102

## Sender's information

Name: Tyehimba Salim grant amar bey Rashawn I Dawson Sanquinette elmor

Email/Number: Tyesalimbey@yahoo.com

Date: 2021-06-15 14:05:20

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Message:Initial brief continued fax not working properly but keep saying error on  
receivers end

23) The Plaintiff is seeking the usual foreclosure of the mortgage and has in the Complaint, or subsequently thereto in writing, expressly waived the right to a personal or deficiency judgment pursuant to Rule 71(b) SCRPC.

24) The following Defendant(s) claim(s) or may claim a lien upon or interest in the subject property or are otherwise involved in this matter. In the event there is a surplus from the sale of the subject property, the validity, priority and amount of such liens will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The Clerk of Court/Register of Deeds is hereby ordered to release said liens in so much as it pertains to the property which is the subject of this action:

*City of North Charleston by virtue of a mortgage given by Veronica Dawson to City of North Charleston in the original principal amount of \$37,777.00, dated July 26, 2010, and recorded on August 2, 2010 in Book 136 at Page 183. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.*

*Portfolio Recovery Associates, LLC assignee of Capital One Bank by virtue of a judgment against Rashawn L. Dawson in the amount of \$2,469.48 dated April 17, 2018 and recorded on May 13, 2019 in Case No. 2019-CP-10-2505. Any such interest in or lien upon the property is junior and subordinate to Plaintiff's mortgage.*

#### CONCLUSIONS OF LAW

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1) The Plaintiff's Mortgage should be declared a first mortgage lien and Plaintiff should have judgment of foreclosure of the mortgage and the mortgaged property should be ordered sold at public auction after due advertisement.

2) The Court finds that there are no HAMP issues to be resolved before foreclosure is ordered or the sale is commenced.

3) The Court also finds the real property is not an "owner occupied dwelling" as defined in the May 2, 2011 Administrative Order, and is therefore exempt from said Order.

4) The Court also finds that Plaintiff filed a Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act as required by the May 6, 2020 Administrative Order, and is therefore in compliance with said Order.

5) The Defendants named herein, and all persons whosoever claiming under Defendants, are forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged premises or any part thereof.

6) Pursuant to Rule 53, SCRPC, this Order shall constitute a final judgment.

7) The Court is granted 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

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 Sanquinette 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 Sanquinette 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 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, 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; that

## Affidavit and Notice of Objections

1. Appellants object to the finding of Facts whereas Deutsche Bank and its trustee never properly served Rashawn L Dawson or Sanguinette Elmore any Lis Pendens or any paperwork pertaining to a mortgage foreclosure thus the courts never had proper Jurisdiction to Proceed in the foreclosure as none of the Appellants were ever served or serviced hand to hand. As Stated on Page 12 of the Master in equity order for foreclosure fact number 3.

2. Veronica Dawson being the original mortgagor Rashawn L Dawson Sanguinette Elmore New Tyehimba Salim Great Amar Bey Expressed an affidavit prior to the foreclosure sale that intent of the Note was to satisfy the mortgage and the rents title and interest be returned to the true owner. Equity imputes an Intent to fulfill an obligation; Equity sees the beneficiary as the true owner. pg 2 fact #7

3. Veronica Dawson never waived her right to the equity of redemption under the rules of exclusive equity. Upon delivery of the note a ~~trust~~ trust was created due to the exchange of collateral. Appellants are the beneficiaries Tyehimba Salim Great Amar Bey is the beneficiary of that trust as expressed without objections at the hearing on April 14, 2021  
April 5, 2021

Not

4. Appellants object to Deutsche Bank ever being a real party of interest as Deutsche Bank was assigned the note on a statutory assignment. Deutsche Bank never gave valuable consideration. Deutsche Bank is a mere volunteer attempting to claim equitable interest in the note. Equity will not aid a volunteer. Fact 15 pg 3
5. Appellants object to being barred of the equity of redemption. As the equity of redemption lies against a king and is a right that is inalienable from a mortgage. In exclusive equity. (See conclusion of law page 5 number 5)
6. Appellants object to being in default as ~~the~~ intentional default came about ~~to~~ due to poverty and financial hardship
7. Appellants object to sale of the property proceeding as a tender of payment was ~~not~~ delivered and executed to Deutsche Bank and their trustee the credits were never appropriated

Case 2020-00-00102  
The State of North Carolina  
Attendant of Refusal of Tender

# Affidavit Notice of Refusal

of Tender By Deutsche Bank  
National Trust Company as indenture  
Trustee For New Century Home Equity  
Loan. Notice. Hear ye

This is notice and an affidavit that Deutsche Bank  
National Trust Company as indenture trustee for New  
Century Home Equity Loan and their trustee  
Ryan Pasquini Refused tender of payment  
prior to the ~~sale~~ foreclosure sale of the  
property locate 2622 Perilla Drive North  
Charleston SC 29405. Under Rules of Equity  
Refusal of Tender is discharge. Ryan Pasquini and Deutsche  
Bank did not appropriate the credits

Appellant

Y. Selim Grant  
T. Uchimbaka Selim Grant Armer Day

**RILEY  
POPE &  
LANEY**  
— LAW —

South Carolina | North Carolina

**South Carolina Office**  
Riley Pope & Laney, LLC  
2838 Devine Street  
Columbia, SC 29205  
Phone: 803.799.9993  
Fax: 803.219.1414  
www.rplfirm.com

December 18, 2020

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

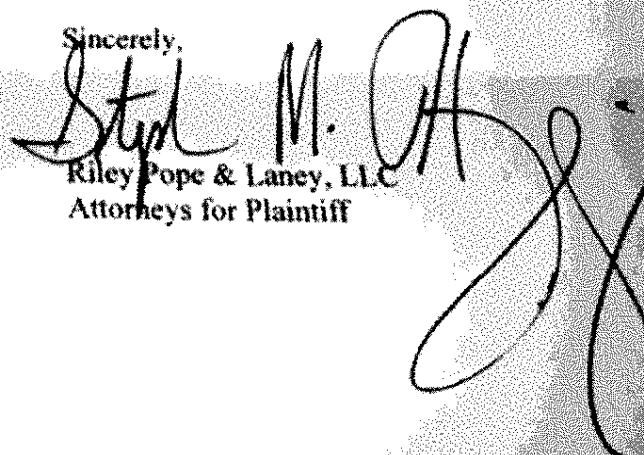
**Re: Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home  
Equity Loan Trust 2005-2 vs. Rashawn L. Dawson aka Rashawn Lamon Dawson,  
Individually, and as Personal Representative of the Estate of Veronica Dawson; et al.**  
Calendar No.: 2020-CP-10-00354  
Our File No.: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

Dear Ms. Dawson:

We are in receipt of your correspondence dated December 16, 2020 and are returning it to you, along the attached funds, a \$21.00 money order, one dollar bill, and change.

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

Sincerely,



Riley Pope & Laney, LLC  
Attorneys for Plaintiff

/crt  
Enclosures

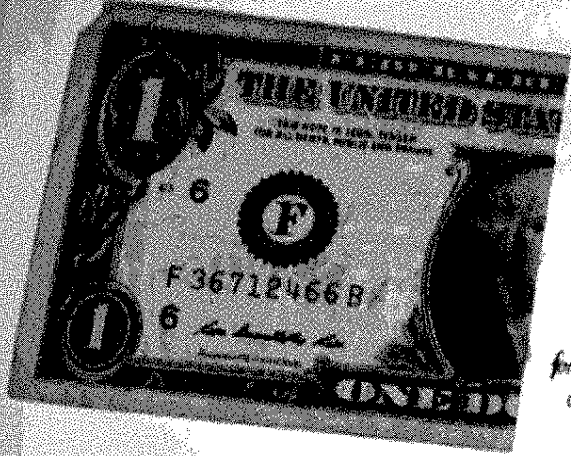
**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE.**

Private Tindor

memo: Ryan Pasquini  
You are appointed as  
fiduciary trustee in good  
faith to deliver this Tindor  
to Deutsche Bank in relation  
to settle all debts for Rethian L. Dawson,  
Suzanne G. Moore, Yehimba Selim (with her Day),  
Veronica Dawson, Veronica Dawson Estate.  
This Tindor for valuable consideration shall satisfy  
all debts in regards to ~~case # 2020 CP 1000354~~  
for case 2020 CP 1000354

Be it known that this of Veronica Dawson  
and the Veronica Dawson Estate hereby  
make Tindor of 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 thousand  
dollars. This Tindor is for full satisfaction and  
accord. Refusal to fulfill this obligation  
will result in breach of trust and a discharge  
of the legal debt this Tindor is on behalf of  
Rethian L. Dawson, Suzanne G. Moore,  
Veronica Dawson Estate, Yehimba Selim  
with her Day

Special Deposit



statement,  
did at,  
discharge fulfill obligation  
extinguish all debts and claims  
of the defendants in the case  
# 2020 CP 1000354  
Lawful consideration

To: This Tindor is made to  
Ryan Pasquini on special deposit  
to give to Deutsche Bank  
in regards to case # 2020 CP 1000354  
for valuable lawful consideration of all debts owed arising from  
case # 2020 CP 1000354  
Please include this with form attached so the  
trust may be satisfied. Your silence is acceptance  
and acquiescence

P  
I  
4  
6  
4  
3



Amount: Eighty thousand dollars

UNITED STATES POSTAL SERVICE  
POSTAL MONEY ORDER  
Serial Number: 26903825695  
Date: 2021-12-07  
Amount: \$21.00  
Twenty One Dollars and 00/100  
Pay to: Deutsche Bank National Trust Company  
Address: Case # 2020 CP 1000354  
Payee: Ryan Pasquini  
Address: P.O. Box 90755 North Charleston  
South Carolina 29412  
Special Deposit # 3-307  
00000800 21  
26903825695

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Jun 15 2021

SC Court of Appeals

Certificate of Service

Tender of Payment was made  
to Ryan Pasquillite Deutsche  
Bank Dec 16 2020