

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

[In The Supreme Court]

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SC Court of Appeals

APPEAL FROM MARION COUNTY

Court of Common Pleas

Thomas A. Russo, Circuit Court Judge

Case No. 2013-CP-33-00306

Appellant Case No. 2018-002061

Anderson Brothers Bank

Respondent,

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, Of whom 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.

Appellants,

RECORD ON APPEAL

Volume II

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STATE OF SOUTH CAROLINA)

IN THE CIRCUIT COURT

Case No: 2013-CP-33-306

COUNTY OF MARION)

Anderson Brothers Bank,)

Plaintiff,)

vs.)

Petition for Relief from
Void Judgment 60(b)(4) &
Challenge of Jurisdiction

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., et. Al.,)

Defendants)

TRIAL BY JURY DEMANDED

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.,)

Petitioners,)

vs.)

Anderson Brothers Bank,)

Respondents)

Introduction

Comes now Arnold Jr., and Dazarhea Parson hereinafter Petitioners, timely and without undue delay moves this court pursuant to South Carolina Rules of Civil Procedure 7(b) for an order granting Relief from a void Judgment pursuant to South Carolina Rules of Civil Procedure

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60(b)(4) vacating the void foreclosure (default) judgment and order for sale in case number 2013-CP-33-306 heard on July 29, 2013, and entered on August 5, 2013. The grounds for this petition are as follows:

- (i) Upon information and belief, and at all times relevant Special Referee lacked subject matter jurisdiction pursuant to South Carolina Rule of Civil Procedure 12(b)(1);
- (ii) Upon information and belief, and at all times relevant Special Referee lacked personam jurisdiction pursuant to South Carolina Rules of Civil Procedure Rule 12(b)(2);
- (iii) Upon information and belief, and at all times relevant Special Referee denied Petitioners their procedural and substantive Due Process rights guaranteed to be secured to them by the State and Federal Constitution;
- (iv) Upon information and belief, and at all times relevant Special Referee violated South Carolina Rule of Disciplinary Enforcement Rule 501 Judicial Conduct Canon (3)(E) Disqualification (1); and
- (v) Upon information and belief, and at all times relevant Special Referee failed in his Duty to Disqualify himself pursuant to 28 USC 455(a). In particular, for his spouse appearing as a Representative for Respondents (Anderson Brothers Bank)
- (vi) Upon information and belief, and at all times relevant Fraud upon the court was committed by officers of the court.... In particular by filing improper documents known to be void or they could/should of known was void

This Petition is supported by State and Federal Law, rules of South Carolina courts, and such other matters as may be properly presented to the court. (See Attached Memorandum in

Support of Petition for Relief from Void Judgment 60(b)(4). The attached memorandum is made forever relevant and material to this petition as if stated in full herein).

Prayer for Relief

WHEREFORE, Petitioners move this court to (i) enter an order granting Plaintiffs Relief from the void foreclosure judgment and Order for Sale entered on August 5, 2013 pursuant to South Carolina Rules of Civil Procedure Rule 60(b)(4), (ii) an order quieting title back to Petitioners or in the alternative declaring that Petitioners deed is the only valid deed, (iii) order barring Respondents (Anderson Brothers Bank) from taking any further actions against Petitioners, and (iv) what other relief this court deem proper in accords with the rule of precedent.

We so move,

By: Arnold Parson Jr. Dazarhea Parson

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June 4, 2018

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Christy M. Gray
CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

STATE OF SOUTH CAROLINA)

IN THE CIRCUIT COURT

Case No: 2013-CP-33-306

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., et. Al.,)

Defendants)

TRIAL BY JURY DEMANDED

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.,)

Petitioners,)

vs.)

Anderson Brothers Bank,)

Respondents)

**MEMORANDUM IN SUPPORT OF PETITION FOR RELIEF FROM
VOID JUDGMENT 60(B)(4) AND CHALLENGE OF JURISDICTION**

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Christy M. Gray
CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

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INTRODUCTION

Petitioners, Arnold Jr., Dazarhea Parson do hereby submit the following memorandum in support of their Petition for Relief from Void Judgment 60(b)(4) and Challenge of Jurisdiction. The legal basis for Petitioner's Relief from Void Judgment and Challenge of Jurisdiction is that the Special Referee lacked jurisdiction to enter a judgment and/or order in case number 2013-CP-33-306. Furthermore, Special Referee had a duty to disqualify himself in light of his spouse appearing as a Representative for Respondents (Anderson Brothers Bank) which entitles Petitioners to the relief sought from that Void Judgment.

THE PETITION FOR RELIEF FROM VOID JUDGMENT 60(b)(4) AND CHALLENGE OF JURISDICTION IS MADE FOREVER RELEVANT AND MATERIAL TO THIS MEMORANDUM AS IF STATED IN FULL HEREIN.

LIBERAL CONSTRUCTION

Petitioners brought the instant action pro se and would like this court to take Mandatory Judicial Notice Pursuant to South Carolina Rules of Civil Procedure 201(d) of the following authorities: Haines v. Kerner 404 U.S. 519 (1972) where it states, "Holding that pro se complaints, "however inartfully pleaded," are held to less stringent standards than formal pleadings drafted by lawyers"; "Plaintiff brought this action pro se, which requires the Court to liberally construe her pleadings" as per Estelle v. Gamble, 429 U.S. 97, 106 (1976); "Pro se pleadings are held to a less stringent standard than those drafted by attorneys. See Gordon v. Leeke, 574 F. 2d 1147, 1151 (4th Cir. 1978). "Pro se litigants are held to less stringent pleading standards than licensed attorneys regardless of the deficiencies in their pleadings, pro se litigants are entitled to opportunity to submit

evidence in support of their claims. In re Platsky: court errs if court dismisses the pro se litigant without instruction of how pleadings are deficient and how to repair pleadings See Platsky v. CIA 953 F. 2d. 25. In re Anastasoff: "litigants constitutional right to have their claims adjudicated accordingly to the rule of precedent. See Anastasoff v. United States, 223 F. 3d 898 (8th Cir. 2000).

Factual Background

1. All filings herein mention pertains to case number 2013-CP-33-306 unless otherwise mentioned.
2. On May 1, 2013 Petitioners were served with Foreclosure papers from Respondents (Anderson Brothers Bank).
3. On May 2, 2013, Petitioners instantly filed for Discovery in Full Disclosure in case number 2013-CP-33-306.
4. Respondents filed an Order in Reference pursuant to South Carolina Rules of Civil Procedure Rule 53.
5. Petitioners objected to South Carolina Rules of Civil Procedure Rule 53 and moved for a Trial by Jury pursuant to South Carolina Rules of Civil Procedures Rule 38 and filed an objection in the Marion County Circuit Court on or around June 25, 2013.
6. Despite Petitioners objections to the Order in Reference to the Special Referee on July 29, 2013 the Foreclosure Hearing was held at the offices of the Special Referee located at 153 S McQueen Florence, South Carolina 29503.
7. The Special Referee was well aware that Petitioners did not consent (objected) to Respondents Order in Reference, and Demanded a Trial by Jury.

8. Special Referee ignored all filings from Petitioners by failing to hold Petitioners pleadings to a less stringent standard than attorneys, failed to point out defects in Petitioners pleadings and allow Petitioners an opportunity to correct those defects.
9. Special Referee ruled in favor of Respondents granting Foreclosure (default) Judgment and Order for Sale.
10. Upon information and belief and at all times relevant herein, after the hearing on July 29, 2013 as Petitioners were leaving, counsel for Respondents Suzanne Grigg went upstairs to speak with the Special Referee Spouse, while the witness stayed down stairs with the Special Referee.
11. On September 10, 2013 at the sale appearing on behalf of Respondents (Anderson Brothers Bank) as their Representative was the spouse of the Special Referee (Mrs. Porter) and as such she did enter the winning bid for Respondents.
12. Upon information and belief Special Referee Spouse (Mrs. Porter) also signed as a witness and notarized the re-conveyance documents (Special Referee's Deed) on October 16, 2013. (See Exhibit A Special Referee Deed & Re-Conveyance documents)
13. Upon information and belief and at all times relevant Special Referee knew or could/should have known that his spouse would appear as a Representative for Respondent (Anderson Brothers Bank) and that the appearance of his impartiality would be reasonably questionable.
14. Upon information and belief and at all times relevant Special Referee knew or could/should have known that he had a duty to disqualify himself being that his spouse appeared as a Representative for Respondents (Anderson Brothers Bank).

15. Upon information and belief and at all times relevant Special Referee spouse (Mrs. Porter) actions was in direct violation of South Carolina Notary Law.
16. Upon information and belief and at all times relevant Special Referee intentionally violated Petitioners substantive and procedural due process rights for what appears to be his and his wife's financial gain.
17. Upon information and belief and at all times relevant Special Referee (Haigh Porter) and his wife (Kathryn Porter) acted in concert with Respondents (Anderson Brother Bank), and Counsel for Respondents (Suzanne Grigg) and the Marion County Clerk of Court at the time (Sherry Rhodes) to deprive Petitioners of their right to be heard before an impartial tribunal on matters pertaining to life, liberty, or property.
18. Upon information and belief and at all times relevant Special Referee lacked jurisdiction to enter any orders or judgments in Respondents favor and against Petitioners.
19. Upon information and belief and at all times relevant Special Referee should/could of known that for him to enter an order or judgment in a case where he had a duty to disqualify himself would be void abinitio.
20. At all times relevant and material Petitioners had reasonable expectation in accords with applicable state and federal law that they would get a fair trial included but not limited to an impartial adjudicator to rule in who's favor lies the greater weight of the evidence.

I. CHALLENGE OF JURISDICTION OF THE SPECIAL REFEREE TO ENTER ORDERS IN MATTERS HE HAD A DUTY TO DISQUALIFY HIMSELF

The appearance of the Special Referees Spouse as a Representative for the Respondents was automatic grounds for Special Referee to disqualify himself. In particular, Special Referee

should of known, could of known that his spouse entering bids as the Representative for the Respondents (Anderson Brothers Bank), spouse acting as a witness on Special Referees deed, and notarizing the re-conveyance documents (Special Referee's Deed) would be a conflict of interest giving reason to question the impartiality of the Special Referee. (See Exhibit B Special Referee Order and Judgment of Foreclosure and Sale Page 11 number 19 where it states "It is further orders, adjudged and decreed that if Plaintiff(Anderson Brothers Bank) or Plaintiff's representative does not appear at the scheduled sale of the aboved-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sales will be rescheduled for the next available sales day" [sic].

502 South Carolina Rule for Judicial Disciplinary Enforcement under Rule 2.

Terminology/Definition

(r) Judge: anyone, whether or not a lawyer, who is an officer of the unified judicial system, and who is eligible to perform judicial functions, including an officer such as a magistrate, master-in-equity or special referee, is a judge within the meaning of these rules..... See South Carolina Rule of Disciplinary Enforcement Rule 501 Judicial Conduct Canon (3) (b) (1) "A judge shall hear and decide matters assigned to the judge except those in which disqualification is required." (See South Carolina Rule of Disciplinary Enforcement Rule 501 Judicial Conduct Canon (3) (E) Disqualification (1) "A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where:....."(d) "the judge or the judge's spouse, or a person within the third degree of relationship * to either of them, or the spouse of such a person: (i) is a party to the proceeding, or an officer, director or trustee of a party...." The Special Referee failed in his duty to disqualify himself pursuant to Federal Law as per "any justice or judge of the United States

shall disqualify himself in any case in which he has a substantial interest, has been of counsel, is or has been a material witness, or is so related to or connected with any party or his attorney as to render it improper, in his opinion, for him to sit on the trial, appeal, or other proceeding therein." 28 U.S.C. § 455 (1970 ed.). The 1974 revision made massive changes, so that § 455 now reads as follows: "(a) Any justice, judge, or magistrate of the United States shall disqualify himself in any proceeding in which his impartiality might reasonably be questioned."(b) He shall also disqualify himself in the following circumstances:"(1) Where he has a personal bias or prejudice concerning a party....."(4) He knows that he, individually or as a fiduciary, or his spouse or minor child residing in his household, has a financial interest in the subject matter in controversy or in a party to the proceeding, or any other interest that could be substantially affected by the outcome of the proceeding; "(5) He or his spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person: "(i) Is a party to the proceeding, or an officer, director, or trustee of a party; "(ii) Is acting as a lawyer in the proceeding; "(iii) Is known by the judge to have an interest that could be substantially affected by the outcome of the proceeding.... (See *Liteky v. United States*, 510 U.S. 540, 546-47 (U.S. 1994). In *Gresham v. State*, 43 Tex.Crim. R., 66 S.W. 845 (Tex.Cr.App. 1902), this Court specifically held that if a judge disqualified by law renders a judgment, it is absolutely null and void. A statutory disqualification affects jurisdiction, and if violated, the court is without the power to hear the case. "Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself sua sponte under the stated circumstances." *Taylor v. O'Grady*, 888 F.2d 1189 (7th Cir. 1989); Special Referee Haigh Porter choosing not to disqualify himself was in direct violation of the due process clause of the U.S. Constitution as per "should a judge not disqualify himself, then the judge is violation of the Due Process Clause

of the U.S. Constitution.” United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996) (“The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.”). See Lee v. State, supra, at 124; Ex parte Washington, supra. “Even if the parties consent, there can be no waiver of these provisions.” See Woodland v. State, 147 Tex.Crim. R., 178 S.W.2d 528 (Tex.Cr.App. 1944). “Among those basic fair trial rights that can never be treated as harmless is a defendant's right to an impartial adjudicator, be it judge or jury.” Gomez v. United States, 109 S.Ct. 2237, 2248 (1989); State v. Brown (S.C. 1935) 178 S.C. 294, 182 S.E. 838. Constitutional Law 3880 where it states, “Due process of law requires that a person shall have a reasonable opportunity to be heard before legally appointed and qualified impartial tribunal before any binding decree, order, or judgment can be made affecting his rights to life, liberty, or property.” Further, it shows Special Referee lacked jurisdiction. Petitioners Challenge the Jurisdiction of the Marion County Circuit Court to enforce the foreclosure (default) judgment and order for sale heard on July 29, 2013 and signed and entered on August 5, 2013(See Exhibit A) by Special Referee Haigh Porter. In particular, Petitioners objected to the Special Referee Order in Reference pursuant to South Carolina Rules of Civil Procedure Rule 53, and demanded a trial by jury in accords with South Carolina Rules of Civil Procedure Rule 38. “Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court has no authority to reach merits, but, rather, should dismiss the action.” Melo v. US, 505 F2d 1026; “A judgment rendered by a court without personal jurisdiction over the defendant is void, It is a nullity. Sramek v. Sramek, 17 Kan. App. 2d 573, 576-77, 840 P.2d 553 (1992); “Court must prove on the record, all jurisdiction fact related to the jurisdiction asserted.” Latana v. Hopper, 102 F.2d 188; Chicago v. New York, 37 F Supp. 150, “The law provides that once State and Federal Jurisdiction has been challenged, it must be proven.” Main v. Thiboutot, 100 S. Ct.

2502 (1980). "Jurisdiction can be challenged at any time." And "Jurisdiction, once challenged, cannot be assumed and must be decided." **Basso v. Utah Power & Light Co.**, 495 F 2d 906, 910. "Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal." **Hill Top Developers v. Holiday Pines Service Corp.**, 478 So. 2d. 368 (Fla 2nd DCA 1985). "There is no discretion to ignore that lack of jurisdiction." **Joyce v. US**, 474 F2d 215. "The burden shift to the court to prove jurisdiction." **Rosemond v. Lambert**, 469 F2d 416. "Thus, where a judicial tribunal has no jurisdiction of subject matter on which it assumes to act, its proceedings are absolutely void in the fullest sense of the term." **Dillon v. Dillon**, 187 P 27. "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**, 127 P2d 934, 937; "A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." **Norwood v. Renfield**, 34 C 329; Ex parte **Giambonini**, 49 P. 732; "Jurisdiction is fundamental and a judgment rendered by a court that does not have jurisdiction to hear is void ab initio." **In Re Application of Wyatt**, 300 P. 132; Re Cavitt, 118 P2d 846; "A court cannot confer jurisdiction where none existed and cannot make a void proceeding valid. It is clear and well established law that a void order can be challenged in any court" **Old Wayne Mut. L. Assoc. v. McDonough**, 204 U.S. 8, 27 S. Ct. 236 (1907); Again, "there is no discretion to ignore lack of jurisdiction." **Joyce v. U.S.** 474 2d 215; "Jurisdiction can be challenged at any time." **Basso v. Utah Power & Light Co.** 495 F 2d 906, 910; "Once challenged, jurisdiction cannot be assumed, it must be proved to exist." **Stuck v. Medical Examiners** 94 Ca 2d 751. 211 P2d 389; "Though not specifically alleged, defendants challenge to subject matter jurisdiction implicitly raised claim

that default judgment against him was void and relief should be granted under Rule 60(b)(4).”

Honneus v. Donovan, 93 F.R.D. 433, 436-37 (1982), aff’d, 691 F. 2d 1 (1st Cir. 1982).

Therefore, justice requires Petitioners Relief from Void Judgment 60(b)(4) should be granted.

II. CHALLENGE TO THE VALIDITY OF SPECIAL REFEREES DEED

Special Referee Spouse appeared at the foreclosure sale as a Representative for Respondents (Anderson Brothers Bank) entering the winning bid for Petitioners Property that 2000 Dynasty mobile home, VIN#801260GL&R, tax map number: 034-00-00-255-000 also known as 3546 Quail Roost Rd Mullins, South Carolina 29574. Special Referee spouse also acted as a witness to and notarized the re-conveyance documents for Respondents Anderson Brothers Bank for whom she appeared as a Representative of (Special Referees Deed). The Special Referees spouse (Mrs. Porter) actions were in violation of South Carolina Notary Law as per... In the State of South Carolina pursuant to S.C. Code. § 26-1-90(C) A notary may not perform a notarial act if the: (3) notary is a signer of, party to, or beneficiary of the record that is to be notarized..... so long as the notary is not also a party to the record individually or in some other representative or fiduciary capacity; or (4) notary will receive directly from a transaction connected with the notarial act any commission, fee, advantage, right, title, interest, cash, property, or other consideration exceeding in value the fees specified in Section 26-1-100....., Therefore, the Special Referee deed is incomplete, improper, and invalid. This court should Quiet the Title to Petitioners or in the alternative void the deed, and declare Petitioners deed as the only valid deed to said property. Therefore, justice requires Petitioners Relief from Void Judgment 60(b)(4) should be granted.

III. SOUTH CAROLINA RULES OF CIVIL PROCEDURE 60(b)(4) JUDGMENT IS VOID

South Carolina Rules of Civil Procedure Rule 60(b)(4) provides the court may relieve a party or his legal representative from a final judgment, order or proceeding if the judgment is void. "The definition of VOID under the rule only encompasses judgments from courts which failed to provide proper due process or judgments from courts which lacked subject matter jurisdiction." **McDaniel v. U.S. Fid Guar.Co.**, 324 S.C. 639, 644, 478 S.E. 2d 868, 871 (Ct. App. 1996.) "Courts are constituted by authority and they cannot go beyond the power delegated to them. If they act beyond that authority, and certainly contravention of it, their judgments and orders are regarded as nullities. They are not voidable, but simply void, and this even prior to reversal. **Elliott v. Peirsol**, 1 Pet. 328, 344; **Old Wayne Mutual Life Association v. McDonough**, 204 U.S. 8 cited in **Valley v. Northern Fire Ins. Co.**, 154 US 348, 353-54(1920); "A judgment is void for Rule 60(b)(4) purposes if the rendering court was powerless to enter it." **V.T.A., Inc v. Airco, Inc.**, 597 F. 2d 220, 224 (10th Cir. 1979); "A motion to set aside a judgment as void for lack of jurisdiction is not subject to the time limitations of Rule 60(b)." See **Garcia v. Garcia**, 712 P. 2d 288 (Utah 1986); "A void act cannot be ratified." **In re Garcia**, 105 B.R. 335 (N.D. Ill. 1989) "A judgment is void, and therefore subject to relief under Rule 60(b)(4), only if the court that rendered judgment lacked jurisdiction or in circumstances in which the court's action amounts to a plain usurpation of power constituting a violation of due process." **United States v. Boch Oldsmobile, Inc.**, 909 F. 2d 657, 661 (1st Cir. 1990); Where Rule 60(b)(4) is properly invoked on the basis that the underlying judgment is void, "relief is not a discretionary matter; it is mandatory" **Orner v. Shalala**, 30 F.3d 1307, 1310 (10th Cir. 1994); A void judgment is one that has been procured by extrinsic or collateral fraud or entered by a "court that did not have jurisdiction over the subject matter or the parties." **Rook v. Rook**, 233 Va. 92, 95, 353 S.E. 2d 756, 758 (1987); **Lubben v. Selective Service System**, 453 F. 2d 645,

649 (1st Cir 1972)(“A void judgment is to be distinguished from erroneous one, in that the latter is subject only to direct attack. A void judgment is one, which from its inception, was a complete nullity and without legal effect.”); “A judgment is void if the court acted in a manner inconsistent with due process. A void judgment is a nullity and may be vacated at any time.” 261 Kan. At 862; “Although we typically review denials of Rule 60, South Carolina Rules of Civil Procedure, motions for abuse of discretion, a court has no discretion to perpetuate a void judgment. The form 4 is vacated, and the order of the trial court denying IWM relief from the void judgment is REVERSED AND REMANDED Innovative Waste Mgmt. Inc. v. Crest Energy Partners GP, LLC, Appellate case No. 2015-002024 (S.C. Ct. App. May 23, 2018). Therefore, justice requires Petitioners Relief from Void Judgment 60(b)(4) should be granted.

IV. FRAUD UPON THE COURT

Special Referee should of known, could of known that his wife appearing as a Representative for the Plaintiff (Anderson Brothers Bank) was grounds for him to disqualify himself. Special Referee should of known, could of known that entering an order when he had a duty to disqualify himself would nullify that very same order. Special Referee could have, should have further known to conspire with Respondents Anderson Brothers Bank, Respondents Counsel Suzanne Grigg, his spouse (Mrs. Porter), and Marion County Clerk of Court at that time Sherry Rhodes to enter judgment and order for sale, re-convey, transfer title of and property by filing or allowing the above to be filed with the Marion County Circuit Court, and in the Marion County record of deeds would amount to fraud upon the court as per, “Fraud upon the court” has been defined by the 7th Circuit Court of Appeals to “embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that

are presented for adjudication, Kenner v. C.I.R., 387 F. 3d 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, 60.23. The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final"; "Fraud upon the court is "fraud which subvert[s] the integrity of the court itself...." Evans v. Gunter, 294 S.C. 525, 529, 366 S.E. 2d 44. 46 (Ct. App. 1988). It has also been defined as "fraud does, or at least attempts to defile the court itself...." 12 Moore's Federal Practice § 60.21(4)(a)(3d.ed.2000).). Therefore, justice requires Petitioners Relief from Void Judgment 60(b)(4) should be granted.

Conclusion

In sum, (i) Special Referee lacked subject matter jurisdiction, (ii) Special Referee lacked personam jurisdiction, (iii) Special Referee denied Petitioners their procedural and substantive due process rights, (iv) Special Referee violated South Carolina Rule of Disciplinary Enforcement Rule 501 Judicial Conduct Canon (3)(E) Disqualification (1), (v) Special Referee failed in his duty to disqualify himself pursuant to 28 USC 455(a), and (vi) Fraud upon the court. For each of these reasons justice requires Petitioners Relief from Void Judgment 60(b)(4) be granted.

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June 4, 2018

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Parson, a/k/a Dazarhea Monique Daniels)

Parson, A. Tyrone Parson, Jr. a/k/a Arnold)

Tyrone Parson, Jr., et. Al.,)

Defendants)

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.,)

Petitioners,)

vs.)

Anderson Brothers Bank,)

Respondents)

FILED
2018 JUN -4 PM 1:38
CLERK OF COURT

CERTIFICATE OF SERVICE

Petitioners Arnold Jr., Dazarhea Parson do hereby certify that copies of the Petition for Relief from Void Judgment 60(b)(4) with attached Memorandum in Support of Petition along with Exhibit A- Deed by Judicial Order of Special Referee/Re-conveyance documents, and Exhibit B- Special Referee's Order and Judgment of Foreclosure and

Sale were served upon the following parties by placing the same in the United States mail

on June 4, 2018, addressed as shown below:

Suzanne Grigg
Post Office Drawer 2426
Columbia, South Carolina 29202

Anderson Brothers Bank
Attention: Rusty Richardson
P O Box 310
Mullins, South Carolina 29574

Spécial Referee Haigh Porter
152 S McQueen St.
Florence, South Carolina 29501

South Carolina Department of Motor Vehicle
Frank L. Valenta, Jr., General Counsel
Office of General Counsel
Post Office Box 1498
Blythewood, SC 29016

Chief Counsel for Litigation
South Carolina Department of Revenue
Office of General C Counsel
P O Box 125
Columbia, SC 29214

By: Arnold Parson Jr. Dazarhea Parson

Arnold Jr., Dazarhea Parson Pro Se

311 N Congdon Street

Georgetown, South Carolina 29440

843-409-9086

best4lessclothing@gmail.com

A CERTIFIED COPY OF THE
ORIGINAL FILED IN THIS OFFICE
BOOK _____ PAGE _____

Christy M. Gray
CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

EXHIBIT A

DEED BY JUDICIAL ORDER OF SPECIAL REFEREE

BY
JUDICIAL ORDER
OF
SPECIAL REFEREE

WHEREAS a foreclosure action in the Circuit Court in Marion County, South Carolina by Anderson Brothers Bank, Plaintiff, against 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, Case No. 2013-CP-33-306 was heard by the Honorable Haigh Porter, Special Referee for Marion County, by an Order of Reference from the Circuit Court; and

WHEREAS the Special Referee did order and decree on August 5, 2013, that the property hereinafter described should be sold at public sale by the said Court on the terms and for the purposes stated in the Special Referee's Order and Judgment of Foreclosure and Sale (the "Order and Decree") filed with the Office of the Clerk of Court for Marion County on August 16, 2013; and

WHEREAS the Special Referee, after public advertisement of the said property as required by law, openly and publicly, at public auction, sold the said property for the highest bid received to Anderson Brothers Bank (the "Grantee") on September 10, 2013, for the credit bid of Nineteen Thousand Dollars and 00/100 (\$19,000.00), which sale remained open for upset bids for a period of thirty (30) days with no upset bids having been received, and the Grantee having paid the costs.

NOW, KNOW ALL MEN, that I, the undersigned Special Referee for Marion County, South Carolina, in consideration of the said bid paid as aforesaid by the Grantee, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents, do grant, bargain, sell and release unto said Grantee, its successors and assigns:

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Transfer No. 130838
October 24 2013
Page 34 of 35

10800

All that certain piece, parcel or 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 I, by Pittman-Lesson Survey Company dated January 24, 1999, and recorded in Plat Book 282, Page 7, Office of Clerk of Court for Marion County. Reference is hereby made to said plat for a more detailed metes and bounds description.

Also, that 2000 Dynasty Mobile Home, VIN #H801260GL&R located on subject property .

DERIVATION: This is the same property conveyed to Dazarhea Daniels Parson and A. Tyrone Parson, Jr by deed from FBSA 1, LLC dated 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

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said premises belonging, or in anywise incident or appertaining; and all the estate, right, title, claim and interest whatsoever of the parties to the cause aforesaid, and each of them, in and to the same, and of all other persons rightfully claiming from, under, or by these or any of them.

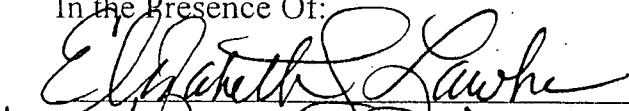
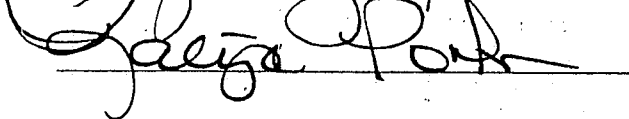
TO HAVE AND TO HOLD, all and singular the premises before mentioned unto said Grantee, its successors and assigns forever.

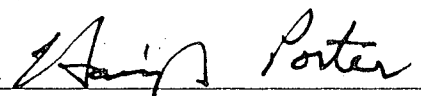
IN WITNESS WHEREOF, I, the Special Referee for Marion County, South Carolina, under and by virtue of the aforesaid Order and Decree, have here unto set my hand and seal, this

16 day of October 2013.

SIGNED, SEALED AND DELIVERED

In the Presence Of:


The Honorable Haigh Porter
Special Referee for Marion County

COUNTY OF MARION

PERSONALLY APPEARED before me Elizabeth S. Lawhon and made oath that s/he saw Haigh Porter, Special Referee for Marion County, South Carolina, sign, seal and deliver the within Deed; and, that deponent together with Haigh Porter signed their names as witnesses thereto.

SWORN to and subscribed before me this 16th day of October 2013.

Jaeger Pook (L.S.)
Notary Public for South Carolina
My Commission Expires: 5/2/15

)
)
) Elizabeth S. Lawhon
) Witness
)
)
)

ENTER IN GRANTOR INDEX:

Haigh Porter
Special Referee for Marion County

ENTER IN GRANTEE INDEX:

Anderson Brothers Bank
ATTN: S. "Rusty" Richardson, CPA, CCA, EVP
101 N. Main Street
P.O. Box 310
Mullins, SC 29574

RETURN TO:

Suzanne Taylor Graham Grigg, Esquire
NEXSEN PRUET, LLC
1230 Main Street, Suite 700 (29201)
Post Office Drawer 2426
Columbia, South Carolina 29202
Attorney for Anderson Brothers Bank

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PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is known as 3546 Quail Roost Road, Mullins, South Carolina 29574, bearing Marion County Parcel Number: 034-00-00-255-000. The property was transferred by Deed of The Honorable Haigh Porter, Special Referee for Marion County, S.C. to Anderson Brothers Bank on October 16, 2013.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X _____ exempt from the deed recording fee under exemption #13 (See Information section of affidavit):
Grantee is the Plaintiff in an equity action of foreclosure
 (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ _____.
 - (b) _____ The fee is computed on the fair market value of the realty which is _____.
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____.
5. Check Yes ___ or No ___ to the following: A lien or encumbrance on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: \$ _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$ _____.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney for Anderson Brothers Bank.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Suzanne Taylor Graham Grigg
 Responsible Person Connected with the Transaction

Suzanne Taylor Graham Grigg, Esquire
 Print or Type Name Here

SWORN to before me this 22nd
 day of October 2013
Shawn B. [Signature]
 Notary Public for South Carolina
 My Commission Expires: 3/15/20

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) transferring realty from a family partnership to a partner or from a family trust to a beneficiary, provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any of the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership;
- (12) that constitute a corrective deed or a quitclaim used to confirm title vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed;
- (13) transferring realty subject to a mortgage to the mortgagee whether by a deed in lieu of foreclosure executed by the mortgagee or deed pursuant to foreclosure proceedings;
- (14) transferring realty from an agent to the agent's principal in which the realty was purchased with funds of the principal, provided that a notarized document is also filed with the deed that establishes the fact that the agent and principal relationship existed at the time of the original purchase as well as for the purpose of purchasing the realty; and
- (15) transferring title to facilities for transmitting electricity that is transferred, sold, or exchanged by electrical utilities, municipalities, electric cooperatives, or political subdivisions to a limited liability company which is subject to regulation under the Federal Power Act (16 U.S.C. Section 791(a)) and which is formed to operate or to take functional control of electric transmission assets as defined in the Federal Power Act.

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201200031380
ROBERT H. CORLEY

*For Satisfaction of Mortgage by Foreclosure See R.E. Vol. 253 Page 244
Sherry R. Rhodes, Clerk of Court October 24, 2013*

THE STATE OF SOUTH CAROLINA) MORTGAGE OF REAL ESTATE
COUNTY OF MARION)

TO ALL WHOM THESE PRESENTS MAY CONCERN: WE, **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,**

IN THE STATE AFORESAID SEND GREETING:

WHEREAS WE the said **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** (Hereinafter also styled the mortgagor) in and by OUR certain Note or obligation bearing even date herewith, stand firmly held and bound unto **Anderson Brothers Bank, P.O. BOX 310, Mullins, SC 29574** (hereinafter also styled the mortgagee) in the sum of **Twenty Thousand Nine Hundred and 00/100's (\$20,900.00) Dollars**, as evidenced by and according to the terms and conditions of a Promissory Note of even date herewith, as in and by the said Note and Conditions(s) thereof, reference being thereof had, will more fully appear.

WHEREAS, in consideration of advances made and which may be made by Anderson Brothers Bank, Mullins, Lender to **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** borrower(s), aggregating **Twenty Thousand Nine Hundred and No/100's (\$20,900.00) Dollars** evidence by note executed of even date herewith which is hereby expressly made a part hereof and to secure in accordance with Section 29-3-50, Code of Laws of South Carolina 1976. (1) All existing indebtedness of **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** and Anderson Brothers Bank, Mullins, as referenced by the above described advances evidenced by the promissory note of even dated herewith and all renewals and extensions thereof. (2) all future advances that may subsequently be made to **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** to Anderson Brothers Bank, Mullins, as evidenced by promissory notes, and all renewals and extensions thereof. The maximum principal amount of all existing indebtedness and future advances outstanding at any one time not to exceed **Twenty Thousand Nine Hundred and 00/100's (\$20,900.00) Dollars** plus interest thereon, attorney's fees and court costs with interest as provided in said note(s), and costs including a reasonable attorney's fee and charges as provided in the said note(s) herein.

DUE ON SALE- This mortgage is due on sale.

NOW, KNOW ALL MEN, that the said **DAZARHEA D. PARSON AND A. TYRONE PARSON, JR.,** consideration of the said debt, and for the better securing the payment thereof, according to the conditions of the said Note; which with all its provisions is hereby made a part hereof; and also in consideration of Three Dollars to the said mortgagor in hand well and truly paid by the said mortgagee, at and before the sealing and delivery of these Presents, the receipt whereof is hereby acknowledge, have granted, bargained, sold and released, by these Presents do grant, bargain, sell and release unto the said **Anderson Brothers Bank, ITS SUCCESSORS AND ASSIGNS FOREVER.**

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 lines and bounds description.

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STATE OF SOUTH CAROLINA)
)
COUNTY OF MARION)

SATISFACTION OF MORTGAGE
AND RELEASE OF LIEN
(MARION COUNTY CIVIL
ACTION NO. 2013-CP-33-306)

I, HAIGH PORTER, as SPECIAL REFEREE for Marion County, South Carolina, pursuant to foreclosure proceedings in the action entitled *Anderson Brothers Bank 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*, as appears of record in the Office of the Clerk of Court, Marion County, under Civil Action No. 2013-CP-33-306 do hereby declare lien of mortgage recorded on April 4, 2012, in Book 195 at Page 244, TMS No. 034-00-00-255-000 (See Judgment Roll No. 2013-194) in the Office of the Marion County Register of Deeds, is released, canceled, and satisfied by sale under foreclosure the 13th day of August, 2013 as to property described as 3546 Quail Roost Road, Mullins, South Carolina 29574 in the mortgage originally given by 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. unto Anderson Brothers Bank.

WITNESSES:

Christy G. Law
Haigh Porter

Witness my hand and seal this 16th day of
October, 2013
201300036012
Filed for Record in
MARION COUNTY, SC
SHERRY R. RHODES, CLERK OF COURTS
10-24-2013 At 03:36 pm.
SAT NTG 5:00
The Honorable Haigh Porter
Special Referee for Marion County

STATE OF SOUTH CAROLINA)
)
COUNTY OF MARION)

ACKNOWLEDGMENT
S.C. Code Sec. 30-5-30
(Effective January 1, 1995)

I, the undersigned, Notary Public for the State of South Carolina, do hereby certify that Haigh Porter, Special Referee for Marion County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 16th day of October, 2013.

Haigh Porter
Notary Public for South Carolina
My Commission Expires: 5/2/15

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NEADER FRUIT LEE

EXHIBIT B

**SPECIAL REFEREE'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE**

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

**SPECIAL REFEREE'S ORDER
AND JUDGMENT OF FORECLOSURE
AND SALE**

2013 AUG 15 P 2:30

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred to the Special Referee for Marion County to make appropriate findings of fact and conclusions of law with authority to enter a final judgment in this cause. Any appeal from this Order is to the South Carolina Court of Appeals.

Pursuant to the Order of Reference granted in the above-entitled case, a hearing was held before the Honorable Haigh Porter, Special Referee for Marion County on the 29th day of July 2013. Suzanne Taylor Graham Grigg, Esquire appeared as attorney for the Plaintiff. Defendant Dazarhea Monique Parson a/k/a Dazarhea D. Parson a/k/a Dazarhea Monique Daniels Parson ("Defendant D. Parson") and Defendant A. Tyrone Parson, Jr. a/k/a Arnold Tyrone Parson, Jr. ("Defendant A. Parson") (collectively, the "Parson Defendants") attended the hearing. Rivers Anderson testified on behalf of the Plaintiff.

A CERTIFIED COPY OF THE
ORIGINAL FILED IN THIS OFFICE

BOOK _____ PAGE _____

Sherry R. Rhodes

CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

FINDINGS OF FACT

1. The Lis Pendens, Summons, Complaint and Notice of Mortgagors' Foreclosure Intervention Rights were filed by Anderson Brothers Bank ("ABB" or "Plaintiff") in the Office of the Clerk of Court for Marion County on April 26, 2013.
2. Service was made upon the Parson Defendants on May 1, 2013, as is shown by the Affidavits of Service filed in the Office of the Clerk of Court for Marion County on June 4, 2013.
3. Service was made upon Defendant South Carolina Department of Motor Vehicles ("Defendant SCDMV") on or about May 2, 2013, as is shown by the Affidavit of Service filed in the Office of the Clerk of Court for Marion County on June 4, 2013, and by the Acceptance of Service, Answer to Complaint, Consent to Order of Reference and Certificate of Service filed by Defendant SCDMV in the Office of the Clerk of Court for Marion County on June 4, 2013.
4. Service was made upon Defendant South Carolina Department of Revenue ("Defendant SCDOR") on or about June 7, 2013, as is shown by the Affidavit of Service filed in the Office of the Clerk of Court for Marion County on July 18, 2013, and by SCDOR's Answer, Request for Notice of Surplus Funds, Consent to Reference and Certificate of Service filed in the Office of the Clerk of Court for Marion County on June 12, 2013.
5. The Affidavit of Default and Non-Military Service as to Dazarhea Monique Parson and A. Tyrone Parson, Jr. was filed in the Office of the Clerk of Court for Marion County on June 10, 2013.
6. The Certification Regarding Mortgagor's Non-Participation in Foreclosure Intervention was filed in the Office of the Clerk of Court for Marion County on June 10, 2013.

Court for Marion County. Reference is hereby made to said plat for a more detailed metes and bounds description.

Also, that 2000 Dynasty Mobile Home, VIN #H801260GL&R located on subject property.

DERIVATION: This is the same property conveyed to Dazarhea Daniels Parson and A. Tyrone Parson, Jr. by deed from FBSA 1, LLC dated 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

12. The Mortgage was filed on April 4, 2012, in Book 195 at Page 244, in the Office of the Clerk of Court for Marion County.

13. The Mortgage constitutes a valid purchase-money first mortgage lien upon the Mortgaged Premises.

14. In order to further secure the indebtedness due and owing to ABB, the Parson Defendants executed that certain Consumer Security Agreement dated April 3, 2012 (the "Security Agreement"), wherein the Parson Defendants also granted ABB a lien on the 2000 Dynasty Mobile Home, VIN- H801260GLR (the "Mobile Home") located on the Mortgaged Premises. ABB perfected its security interest in the Mobile Home by recording its lien on the face of the Certificate of Title (the "Title") for the Mobile Home.

15. ABB's perfected security interest in the Mobile Home constitutes a valid first lien upon the Mobile Home.

16. The obligations under the terms and conditions of the Note are in default for, among other reasons, the failure of the Parson Defendants to repay the indebtedness in accordance with the terms thereof.

17. The Note and Mortgage provide that in the event of default in any of the terms

thereof, the whole amount of the debt secured by the Mortgage will become immediately due and payable. By reason of the failure of the Parson Defendants to comply with the terms and conditions of the Note and Mortgage, ABB has declared the entire indebtedness immediately due and payable, and, as a further result of the said default, ABB is entitled to foreclosure of its Mortgage on the Mortgaged Premises and foreclosure of its security interest in the Mobile Home.

18. It is further provided in the Note and Mortgage that if the loan evidenced thereby is not paid when due, the maker will pay all reasonable costs and expenses of suit, including but not limited to reasonable attorneys' fees incurred by the lender.

19. ABB has sent written notice to the Parson Defendants of the default as required by and conforming to applicable law.

20. The amount of the debt due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including reasonable attorneys' fees is as follows:

Principal as of July 25, 2013	\$19,889.43
Interest as of July 25, 2013	\$ 967.90
Per Diem: \$4.77; Interest Rate: 8.75%	
Other: Late Fees	\$ 78.60
Attorneys' Fees and Costs (allowed by the Court)	\$ 6,657.00
TOTAL DEBT ON THE NOTE AS OF JULY 25, 2013	\$27,592.93

21. ABB is entitled to foreclose its Mortgage securing the indebtedness owed to it by the Parson Defendants, and ABB is entitled to foreclose its security interest in the Mobile Home.

22. Defendant SCDOR may claim an interest in the Mortgaged Premises by virtue of that certain Tax Lien No. 3-51542813-0 in the amount of \$449.71, filed March 5, 2013, in the

Marion County Clerk of Court's Office against Dazarhea Parson d/b/a Best 4 Less; however, the Tax Lien was recorded after ABB's mortgage lien and any such interest claimed by Defendant SCDOR is junior in priority to ABB's purchase-money first mortgage lien.

23. Defendant SCDMV is named as a party in this foreclosure action because the Certificate of Title for the Mobile Home has not been permanently retired in the SCDMV records. ABB seeks entry of this Court's Order directing the SCDMV to issue a new Certificate of Title, free and clear of liens, to the successful purchaser at the foreclosure sale.

24. ABB is entitled to a judgment barring the Defendants and all persons claiming by or through the Defendants from all rights, title and interest in or to the Mortgaged Premises and the Mobile Home, and each and every part thereof.

25. ABB does not waive, but specifically demands a judgment of foreclosure against the Parson Defendants for the full amount of the indebtedness found to be due and owing to ABB under the Note and Mortgage, with the right to enter personal judgment against the Parson Defendants for any deficiency remaining after the sale of the Mortgaged Premises and the Mobile Home.

CONCLUSIONS OF LAW

I, therefore, conclude as follows:

1. Plaintiff should have judgment of foreclosure of its Mortgage and foreclosure of its security interest in the Mobile Home, and the Mortgaged Premises, together with the Mobile Home, should be ordered sold at public auction after due advertisement. The sale shall be made subject to taxes and assessments that are due on the day of sale. After making the required deposit, the successful bidder at the sale should be required to pay interest at the judgment rate until the date of compliance.

2. Plaintiff is entitled to Judgment against the Parson Defendants for the total amount of the indebtedness due and owing to Plaintiff, as set forth hereinabove, with the right to enter personal judgment against the Parson Defendants for any deficiency remaining after the sale of the Mortgaged Premises and the Mobile Home.

3. Plaintiff is entitled to an Order directing Defendant SCDMV to issue a new Certificate of Title to the successful purchaser of the Mobile Home at the foreclosure sale.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This foreclosure action is not against "property arising out of a loan owned or guaranteed by FNMA or FreddieMac or held by a servicer who has signed an agreement to participate in HMP."

2. The loan, under which the indebtedness arises, is not subject to modification under the HMP.

3. The real property, which is the subject of this foreclosure action, is an "owner-occupied dwelling" as defined by Administrative Order No. 2011-05-02-01, and it is, therefore, subject to the provision of Administrative Order No. 2011-05-02-01.

4. The Parson Defendants received proper notice of their rights regarding foreclosure intervention, pursuant to Administrative Order No. 2011-05-02-01 entered by the Supreme Court of South Carolina, and by their failure to respond to the notice within the prescribed time period, the Parson Defendants have elected not to participate in the foreclosure intervention process with Plaintiff.

5. The Court hereby directs and orders that Defendant SCDMV issue a new Certificate of Title to the successful purchaser of the Mobile Home at the foreclosure sale.

6. There is due to Plaintiff on the Note and Mortgage set forth in the Complaint, as amended herein, the sum of Twenty-Seven Thousand Five Hundred Ninety Two and 93/100

Dollars (\$27,592.93), representing the "Total Debt" due to Plaintiff on the Note, together with interest on the principal balance from July 26, 2013, to the date of judgment.

7. The Total Debt amount due in the preceding paragraph (supra, and later accrued interest on the principal to the date of judgment) shall constitute the total judgment debt due to Plaintiff and shall bear interest after the date of judgment at the rate of 8.75% per annum.

8. The Parson Defendants shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, together with the costs and expenses of this action.

9. On default of payment at or before the time herein indicated, the Mortgaged Premises and the Mobile Home described in the Complaint, as hereinafter set forth, shall be sold by the Special Referee for Marion County or his agent at public auction, at Marion, 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 the next Tuesday succeeding such holiday), on the following terms, that is to say:

#18
110
(a) FOR CASH: The Special Referee or his agent will require a deposit of 5% on the amount bid (in cash or equivalent) same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days same to be forfeited and applied to the costs and any surplus pending further order of the Court.

(b) Interest on the balance of the bid shall be paid through the day of compliance at the judgment rate.

(c) The sale shall be subject to the taxes and assessments due on the day of such sale, and existing easements and restrictions of record.

(d) Purchaser shall pay for the preparation of the deed, bill of sale and costs of recording the deed.

10. If Plaintiff is the successful bidder at said sale, for a sum not exceeding the amount of costs, expenses, and the indebtedness of Plaintiff in full, Plaintiff may pay to the Special Referee for Marion County only the amount of the costs and expenses, crediting the balance of the bid on Plaintiff's indebtedness.

11. Personal or deficiency judgment having not been waived, the sale will remain open for thirty (30) days pursuant to S.C. Code Ann. Section 15-39-720, (1976).

12. The Special Referee for Marion County, will by advertisement according to law, give notice of the time and place of sale, and the terms thereof and will execute to the purchaser, or purchasers, a deed to the realty sold and a bill of sale to the Mobile Home. 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 twenty (20) days after date of sale, then the Special Referee for Marion County may advertise the said property for sale on the next, or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a full compliance shall be secured.

13. The Special Referee for Marion County shall apply the proceeds of the sale as follows:

First: To payment of the costs and disbursements of this action;

Next: To the payment to Plaintiff or its attorney, of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same.

Next: Any surplus will be held pending further Order of this Court.

14. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder is other than the Parson Defendants and if a Writ of Assistance is presented, the Sheriff of Marion 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 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.

15. And it is further ORDERED, ADJUDGED AND DECREED that Defendants and all persons whosoever claiming under Defendants be forever barred and foreclosed of all right, title, interest, and equity of redemption in the said Mortgaged Premises so sold, or any part thereof.

16. IT IS FURTHER ORDERED that, pursuant to S.C. Code Ann. § 30-9-31 (Supp. 1987), the deed of conveyance made pursuant to said sale shall be indexed in the grantor index by the Registrar of Deeds in the name of the owner of record of the Mortgaged Premises immediately prior to execution of the deed, as well as in the name of the Special Referee for Marion County, who executes such deed as grantor.

17. The Special Referee will retain jurisdiction to do all the necessary acts incidental to this foreclosure including, but not limited to, the issuance of a Writ of Assistance and disposing of any surplus funds pursuant to Rule 71 (c), SCRPC.

18. The Mortgaged Premises ordered to be sold is described as follows:

All that certain piece, parcel or 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 I, by Pittman-Lesson Survey Company dated January 24, 1999, and recorded in Plat Book 282, Page 7, Office of Clerk of Court for Marion County. Reference is hereby made to said plat for a more detailed metes and bounds description.

Also, that 2000 Dynasty Mobile Home, VIN #H801260GL&R located on subject property.

DERIVATION: This is the same property conveyed to Dazarhea Daniels Parson and A. Tyione Parson, Jr. by deed from FBSA 1, LLC dated 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

19. IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if Plaintiff or Plaintiff's representative does not appear at the scheduled sale of the above-described property, then the sale of the property will be null, void and of no force and effect. In such event, the sales will be rescheduled for the next available sales day.

AND IT IS SO ORDERED.

Haigh Porter

The Honorable Haigh Porter
Special Referee for Marion County

Aug 5, 2013

County. Reference is hereby made to said plat for a more detailed metes and bounds description.

Also, that 2000 Dynasty Mobile Home, VIN AH801260GL&R located on subject property

DERIVATION: This is the same property conveyed to Dazarhea Daniels Parson and A. Tyrone Parson, Jr. by deed from FBSA 1, LLC dated 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 judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

A. Tyrone Parson, Jr.
Circuit Court Judge

Judge Code _____ Date *04/15/13*

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20____ and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 20____ to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

251

STATE OF SOUTH CAROLINA)

IN THE CIRCUIT COURT

Case No: 2013-CP-33-306

COUNTY OF MARION)

Anderson Brothers Bank,)

Plaintiff,)

vs.)

Petitioners Request for Finding of Facts and Conclusion of Law Rule 52(a)

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., et. Al.,)

Defendants)

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.,)

Petitioners,)

vs.)

Anderson Brothers Bank,)

Respondents)

Petitioners pursuant to South Carolina Rules of Civil Procedure 7(b) hereby move this court to enter a finding of fact and conclusion of law pursuant to South Carolina Rules of Civil Procedure 52(a) on all issues presented for determination in Petitioners Motion for Relief from

Void Judgment 60(b) (4), Exhibits A and B, Memorandum of Law, Affidavit of Truth and

A CERTIFIED COPY OF THE ORIGINAL FILED IN THIS OFFICE

BOOK _____ PAGE _____

Christy M. Gray

CLERK OF COURT, MARION COUNTY SOUTH CAROLINA

FILED
2016 SEP 24 AM 10:35
CLERK OF COURT
MARION COUNTY
SOUTH CAROLINA

Petitioners oral argument heard on August 20, 2018(see Corpus Juris Secundum Vol. 49, Subsection 17). Including but not limited to:

- Special Referee lacked subject matter jurisdiction pursuant to South Carolina Rule of Civil Procedure 12(b)(1);
- Special Referee lacked personam jurisdiction pursuant to South Carolina Rules of Civil Procedure Rule 12(b)(2);
- Special Referee denied Petitioners their procedural and substantive Due Process rights guaranteed to be secured to them by the State and Federal Constitution;
- Special Referee violated South Carolina Rule of Disciplinary Enforcement Rule 501 Judicial Conduct Canon (3)(E) Disqualification (1) impartiality/ impropriety; and
- Special Referee failed in his Duty to Disqualify himself pursuant to 28 USC 455(a). In particular, for his spouse appearing as a Representative for Respondents (Anderson Brothers Bank)
- Notary receiving a benefit from transaction which she notarized(violation of SC Notary law 26-1-90(c);
- Fraud upon the court was committed by officers of the court.... In particular by filing improper documents known to be void or they could/should of known was void;
- Wife involvement, spouse works for Special Referee in his office; and
- Petitioners has brought a meritorious defense.

“Where material facts are in dispute, the administrative body must make specific express findings of fact See Aristizabal v. Woodside-Division of Dan River, 268 S.C. 366, 234 S.E. 2d 21 (1977); and See Statute S.C. Code § 1-23-350(1986) where it states, “A final decision or order adverse to a party in contested case shall be in writing or stated in the record. A final

decision shall include findings of fact and conclusions of law, separately stated. Findings of fact, if set forth in a statutory language shall be accompanied by a concise and explicit statement of the underlying facts supporting the findings. If in accordance with agency rules, a party submitted proposed findings of fact, the decision shall include a ruling upon each proposed finding. Parties shall be notified either personally or by mail of any decision or order. Upon request a copy of the decision or order shall be delivered or mailed forthwith to each party and to his attorney of record.”

We So Request,

By: Arnold Jr. Dazarhea Parson

Arnold Jr., Dazarhea Parson Pro Se
311 N Congdon Street
Georgetown, South Carolina 29440
843-409-9086
best4lessclothing@gmail.com

September 20, 2018

FILED
2018 SEP 24 AM 10:35
CLERK OF COURT

STATE OF SOUTH CAROLINA)

IN THE CIRCUIT COURT

Case No: 2013-CP-33-306

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., et. Al.,)

Defendants)

CERTIFICATE OF SERVICE

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.,)

Petitioners,)

vs.)

Anderson Brothers Bank,)

Respondents)

FILED
2018 SEP 24 AM 10:35
CLERK OF COURT
MARION COUNTY
SOUTH CAROLINA

Petitioners Arnold Jr., Dazarhea Parson do hereby certify that copies of the

Petitioners request for Findings of Facts and Conclusion of Law Pursuant to South

Carolina Rules of Civil Procedure Rule 52(a) were served upon the following parties by

A CERTIFIED COPY OF THE ORIGINAL FILED IN THIS OFFICE

BOOK _____ PAGE _____

Christy M. Gray
CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

placing the same in the United States mail on September 20, 2018; addressed as shown

below:

Suzanne Grigg
Post Office Drawer 2426
Columbia, South Carolina 29202

Honorable Thomas A. Russo
181 North Irby Street, Suite 3600
Florence, South Carolina 29501

Honorable Michael Nettles
180 N Irby Street
Florence, South Carolina 29501

Honorable D. Craig Brown
181 North Irby Street
Florence, South Carolina 29501

By: Arnold Jr. Dazarhea Parson

Arnold Jr., Dazarhea Parson Pro Se

311 N Congdon Street

Georgetown, South Carolina 29440

843-409-9086

best4lessclothing@gmail.com

MAINTENANCE
CLERK OF COURT

2018 SEP 24 AM 10:36

FILED

STATE OF SOUTH CAROLINA)
COUNTY OF MARION)

IN THE COURT OF COMMON PLEAS

TWELFTH JUDICIAL CIRCUIT

Case No: 2013-CP-33-306

FILED
2018 OCT 10 AM 10:14
MARION COUNTY SC
CLERK OF COURT

Anderson Brothers Bank,)
Plaintiff,)

vs.)

Petitioners Motion to Alter and Amend
(Reconsideration) of Final Order 59(e)

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., et. Al.,)
Defendants)

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.,)
Petitioners,)

vs.)
Anderson Brothers Bank,)
Respondents)

INTRODUCTION

Petitioners pursuant to South Carolina Rules of Civil Procedure 7(b) hereby move this court for Reconsideration of Final Order dated September 27, 2018 pursuant to South Carolina Rules of Civil Procedure 59(e) on all issues presented for determination in Petitioners Motion for Relief from Void Judgment 60(b) (4), Exhibits A and B, Memorandum of Law, Affidavit of Truth, Petitioners finding of facts and conclusion of law, and Petitioners oral argument heard on August 20, 2018(see Corpus Juris Secundum Vol. 49, Subsection 17). This motion for alter and amend (reconsideration) of Final order 59(e) is divided into several sections as set forth below. Each section provides multiple grounds for alter and amend (reconsideration) of the court order. Collectively, pursuant to these grounds for reconsideration, Petitioners seek ruling on matters that the court did not address in its order. Petitioners seek the Court's reasons for deciding certain matters where no reasons are given; and Petitioners seek for the Court to reconsider its finding of facts and conclusion of law and correct its errors based on the record and law. There is no memorandum attached being that there is adequate case law set forth herein.

THE PETITION FOR RELIEF FROM VOID JUDGMENT 60(b)(4), EXHIBITS A & B, CHALLENGE OF JURISDICTION, MEMORANDUM OF LAW, AFFIDAVIT OF TRUTH, AND PETITIONERS FINDING OF FACTS AND CONCLUSION OF LAW 52(a) IS MADE FOREVER RELEVANT AND MATERIAL TO THIS MOTION TO ALTER AND AMEND (RECONSIDERATION) AS IF STATED IN FULL HEREIN.

LIBERAL CONSTRUCTION

Petitioners brought the instant action pro se and would like this court to take Mandatory Judicial Notice Pursuant to South Carolina Rules of Civil Procedure 201(d) of the following authorities: *Haines v. Kerner* 404 U.S. 519 (1972) where it states,

“Holding that pro se complaints, “however in artfully pleaded,” are held to less stringent standards than formal pleadings drafted by lawyers”; “Plaintiff brought this action pro se, which requires the Court to liberally construe her pleadings” as per Estelle v. Gamble, 429 U.S. 97, 106 (1976); “Pro se pleadings are held to a less stringent standard than those drafted by attorneys. See Gordon v. Leeke, 574 F. 2d 1147, 1151 (4th Cir. 1978). “Pro se litigants are held to less stringent pleading standards than licensed attorneys regardless of the deficiencies in their pleadings, pro se litigants are entitled to opportunity to submit evidence in support of their claims. In re Platsky: court errs if court dismisses the pro se litigant without instruction of how pleadings are deficient and how to repair pleadings See Platsky v. CIA 953 F. 2d. 25. In re Anastasoff: “litigant’s constitutional right to have their claims adjudicated accordingly to the rule of precedent. See Anastasoff v. United States, 223 F. 3d 898 (8th Cir. 2000).

Petitioners, hereby continuously object to the two reasons that this court denied its Petition for Relief from Void Judgment 60(b) (4) & Challenge of Jurisdiction and states:

DISCUSSION

Under Rule 59(e), a court may “alter or amend the judgment if the movant shows... that there has been a clear error of law or a manifest injustice.” Robinson v. Wix Filtration Corp., 599 F. 3d 403, 407(4th Cir. 2010); see also Collison v. Int’l Chem. Workers Union, 34 F. 3d 233, 235(4th Cir. 1994). Rule 59(e) relief is warranted “if the court has misapprehended the facts, a party’s position or the controlling law.” Barber ex rel. Barber v. Colorado Dep’t of Revenue, 562 F.3d 1222, 1228 (10th Cir. 2009); Elam v. South Carolina Dep’t of Transp, 361 S.C. 9, 24, 602 S.E. 2d 772, 780(2004)(“A party must file such a motion when an issue or argument has been raised but not ruled on, to

preserve it for appellate review”); Elam, 361 S.C. at 24-25 and n. 1, 602 S.E. 2d at 780-781 and n. 1 “A timely Rule 59(e) motion tolls the time to appeal.” Rule 203(b) (1) SCACR. Further, while a Rule 59(e) motion is a vehicle to alter or amend a judgment, it is also a means to reconsider previously raised issues and arguments see Elam v. S.C. Dep’t of Transp 361 S.C. 9, 21, 602 S.E. 2d 772, 778 (2004).

OBJECTION TO REASONABLE TIME REQUIREMENT 60(B) (4)

1. This court denies Petitioners Petition for Relief from Void Judgment 60(b) (4) & Challenge of Jurisdiction because the Petition was not made within a reasonable time under Rule 60(b), SCRCF. Petitioners would like to object and would ask the court to reconsider its prior order in the instant case. Respondents Anderson Brothers Bank originally attempted to use the Special Referee’s Deed on or around October 1, 2015. Fifteen days later on October 16, 2015 Petitioners first filed their Motion 60(b) (1) (3) (4) and Challenged the Jurisdiction. Including but not limited to, the respondents never showed standing, gave no consideration (See Exhibit A – Un-rebutted Affidavit of Lack of Consideration), Fraud upon the court, and the Special Referees Fraudulent Deed of which Respondents who were not Bona Fide purchasers used to obtain a Writ of Assistance. Respondents and the Special Referee assumed jurisdiction and moved forward without having a proper hearing before an impartial court before having the Marion County DEU Officers execute Writ of Assistance. Under Rule 60(b) (4), SCRCF, “The definition of “void” under the rule only encompasses judgments from courts which failed to provide proper due process....” See McDaniel v. U.S. Fidelity & Guaranty Co., 324 S.C. 639, 644, 478 S.E. 2d 868, 871(Ct. App.1996)’ (“holding that the reasonable time requirement does not apply to 60(b)(4) because a void judgment is a nullity and thus

may be attacked at any time”); Flanagan, South Carolina Civil Procedure 487 (2nd ed. 1996). Petitioners was in possession and living in said property and had every right to challenge the jurisdiction of the non bona fide purchasers fraudulent deed (Petitioners October 16, 2015 filings). Furthermore, it is believed that the court erred in its January 21, 2016 order (See Exhibit B- Judge Russo Order January 21, 2016) when the court dismissed Petitioners Motion 60(b) (1) (3) (4) for Lack of Jurisdiction. When in fact, upon information and belief this court did have jurisdiction to determine the issues challenging the jurisdiction, which may be attack at any time before, during, or even after appeal as per, “Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal.” Hill Top Developers v. Holiday Pines Service Corp., 478 So. 2d. 368 (Fla 2nd DCA 1985). Therefore, justice so requires this court reconsider, alter and amend its prior order dated September 27, 2018.

2. Secondly, this court denies Petitioners Petition for Relief from Void Judgment 60(b)(4) & Challenge of Jurisdiction because there was no conflict of interest being that (Betsy) the Special Referees spouse entered the winning bid at the foreclosure sale. Petitioners would like to object and would ask the court to reconsider its prior order in the instant case. Counsel for Respondents admitted on the record that Kathryn Elizabeth Porter(Betsy) was employed by ERV bidding company, employed by Special Referee, and worked out of the Special Referees Office. An agent of the agent to the Principal is still an agent for the principal especially when that agents actions are binding on the principal. Kathryn Elizabeth Porter (Betsy-Agent) bid of \$19,000 was binding on Anderson Brothers Bank(Principal) (See Exhibit C- Special Referee Order of Report on Sale and Disbursements). Thus, Kathryn Elizabeth Porter (Betsy) was a representative for

Anderson Brothers Bank at the foreclosure sale causing a conflict of interest giving the appearance of partiality/impropriety) in the case sub judice. Therefore, justice so requires this court reconsider, alter and amend its prior order dated September 27, 2018.

REMAINING ISSUES THAT COURT FAIL TO DETERMINE

3. This court failed in their findings of fact and conclusion of law on the fact that Special Referee spouse also acted as a witness to and notarized the re-conveyance documents (Special Referees Deed), (See Exhibit D- Satisfaction of Mortgage and Release of Lien). Upon information and belief in South Carolina whatever is obtained during the marriage is deemed marital property belonging equally to both spouses (husband and wife). The Special Referee received \$440 for presiding over the case and sale of the property. So \$220 is what belonged to Kathryn Elizabeth Porter (Betsy), along with receiving payment from ERV who was paid by Anderson Brothers Bank (Plaintiff). Evidential facts presented before the court show Kathryn Elizabeth Porter (Betsy) the Special Referees spouse was a Representative of a party, and did receive a benefit from the transaction. The Special Referees spouse Kathryn Elizabeth Porter (Betsy) actions appear to be a direct violation of South Carolina Statute Law governing Notarial Acts as per, In the State of South Carolina pursuant to S.C. Code § 26-1-90(C) A notary may not perform a notarial act if the: (3) notary is a signer of, party to, or beneficiary of the record that is to be notarized..... so long as the notary is not also a party to the record individually or in some other representative or fiduciary capacity; or (4) notary will receive directly from a transaction connected with the notarial act any commission, fee, advantage, right, title, interest, cash, property, or other consideration exceeding in value the fees specified in Section 26-1-100 (five dollars)....., Petitioner father was a Notary

and he could not notarize Petitioner (his son) documents (within third degree of relations), so surely a wife cannot notarize her husband documents especially if she is a Representative of a party of the record, or receives a benefit from the transaction exceeding the amount allowed by South Carolina Statutory Law. Therefore, justice so requires this court reconsider, alter and amend its prior order dated September 27, 2018.

4. This court failed to make specific findings of fact and conclusion of law on the fact that the Special Referee should have disqualified himself. In the case Van Ness v. Eckerd Corp 350 S.C. 399(S.C. Ct. App. 2002) "Judge Harwell stated "[he] discovered that one of the [his] brothers has a relationship to the corporate defendant which was unknown [to me] at the time this Court heard the Motions in question and entered the Order of May 28, 1998." He then vacated his earlier order and recused himself from the case.....Judge Harwell did not know there was a potential conflict until nearly two months after he issued his original order. On realizing there might be a problem, Judge Harwell properly declined to take any further action in the case but he should not have vacated his earlier order. At the end of the Foreclosure Hearing on July 29, 2013 counsel for Anderson Brothers Bank Suzanne Grigg went upstairs to speak with the Special Referee spouse. The Special Referee knew his spouse would appear as a Representative for the Plaintiff (Anderson Brothers Bank). Special Referee should have disqualified himself to avoid the appearance of partiality/impropriety. "Recusal under Section 455 is self-executing; a party need not file affidavits in support of recusal and the judge is obligated to recuse herself sua sponte under the stated circumstances." Taylor v. O'Grady, 888 F.2d 1189 (7th Cir. 1989); Special Referee Haigh Porter choosing not to disqualify himself was in direct violation of the due process clause of the U.S. Constitution as per

“should a judge not disqualify himself, then the judge is violation of the Due Process Clause of the U.S. Constitution.” United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996) (“The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.”). See Lee v. State, supra, at 124; Ex parte Washington, supra. “Even if the parties consent, there can be no waiver of these provisions.” See Woodland v. State, 147 Tex. Crim. R., 178 S.W.2d 528 (Tex. Cr. App. 1944). “Among those basic fair trial rights that can never be treated as harmless is a defendant's right to an impartial adjudicator, be it judge or jury.” Gomez v. United States, 109 S.Ct. 2237, 2248 (1989); State v. Brown (S.C. 1935) 178 S.C. 294, 182 S.E. 838. Constitutional Law 3880 where it states, “Due process of law requires that a person shall have a reasonable opportunity to be heard before legally appointed and qualified impartial tribunal before any binding decree, order, or judgment can be made affecting his rights to life, liberty, or property.” Therefore, justice requires this court reconsider, alter and amend its prior order dated September 27, 2018.

5. This court failed to make specific findings of fact and conclusion of law in their determination on the issues of Due Process. On May 2, 2013 Petitioners filed in the Marion County Clerk of Court Nature and Full Discovery (See Exhibit E-Discovery and Full Disclosure). Respondents never showed standing, in particular when Petitioners demanded the original wet ink signature promissory note at the July 29, 2013 hearing, Special Referee allowed the copies of the note to be entered as admissible evidence where the authenticity of the note was heavily contested by Petitioners. Pursuant to South Carolina Rules of Civil Procedure Rule 1003 where it states, “A duplicate is admissible to the same extent as the original unless a genuine question is raised about the original’s

authenticity or circumstances make it unfair to admit the duplicate.” Not only was it in violation of South Carolina Rules of Evidence, but also in violation of South Carolina statutory law See S.C. Code §1-23-330(2) where it states, “Documentary evidence may be received in the form of copies or excerpts, if the original is not readily available. Upon request parties shall be given an opportunity to compare the copy with original.” Special Referee denied Petitioners an opportunity to cure defect in pleadings where South Carolina Rules of Civil Procedure Rule 8(f) states, “All pleadings shall be so construed as to do substantial justice to all parties” See Estelle v. Gamble, (supra). The facts of the case, the transcript of the July 29, 2013 hearing and the discovery request evidence that the Special Referee violated South Carolina Rules of Evidence 1003 and S.C. Code § 1-23-330(2) and the Due Process Clause (procedural and substantive) of the State and Federal Constitution to reach his August 5, 2013 decision in favor of Respondents (Anderson Brothers Bank). Further, there was no agreement (consent) between the parties to have the Special Referee adjudicate the foreclosure case. In particular, On June 25, 2013 Petitioners filed an objection to the Order in Reference to the Special Referee Rule 53, and demanded a Trial by Jury pursuant to South Carolina Rules of Civil Procedure Rule 38 (See Exhibit F- Objection to Rule 53). Therefore, justice so requires this court reconsider, alter and amend its prior order dated September 27, 2018.

6. This court fail to make specific finds of fact and conclusion of law on the issue of Fraud upon the Court. Again, Counsel for Respondents admitted on and for the record that Special Referee Spouse did receive a benefit from the transaction of which she notarized in violation South Carolina Statutory Law. The Special Referee should of known/could of known that his wife could not notarize any of his documents. Counsel for

Respondents could have known/ should have known that Special Referee (Haigh Porter) and the witness/notary Kathryn Elizabeth Porter (Betsy) were husband and wife, and Betsy also received a benefit from the transaction all in violation of South Carolina Notary law. The former Clerk of Court (Sherry Rhodes) knew that the Special Referee (Haigh Porter) and the witness/notary Kathryn Elizabeth Porter (Betsy) were husband and wife, and still allowed the deed, and the Satisfaction of Mortgage and Release of Lien to be entered and recorded in public record. These individuals are all officers of the court (Special Referee, Sherry Rhodes, and Counsel Suzanne Grigg) that should of could have known that these documents were fraudulent, null, void on its face, and yet still filed and enforced as legal documents. "Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication, "Kenner v. C.I.R., 387 F. 3d 689 (1968). Therefore, justice so requires this court reconsider, alter and amend its prior order dated September 27, 2018.

7. Petitioners would like this court to take Mandatory Judicial Notice that the Special Referee's Order was never affirmed by South Carolina Court of Appeals or South Carolina Supreme Court being that Petitioners case was never decided on the merits, and was dismissed for mere technicality(Failure to Comply). As Professor Flanagan observed, "The purpose of the rules is to secure justice, and consequently, they reduce formalities and technicalities." As the Supreme Court of the United States wrote in 1962, it is too late in the day and entirely contrary to the spirit of the....Rules of Civil Procedure for decisions on the merits to be avoided on the basis of such mere technicalities..." The...

Rules reject the approach that pleading is a game of skill in which one misstep by counsel may be decisive to the outcome and accept the principle that the purpose of pleading is to facilitate a proper decision on the merits.” In construing the South Carolina Rules of Civil Procedure, our courts look for guidance to cases interpreting the federal rules.” (Citing Gardner v. Newsome Chevrolet-Buick, Inc., 304 S.C. 328, 330, 404 S.E. 2d 200, 201(1991)); 4 Charles Alan Wright, Arthur R. Miller & Adam N. Steinman, Federal Practice and Procedure §1029 (4th ed. 2015)(“The federal rules are designed to discourage battles over mere form and to sweep away needless procedural controversies that either delay a trial on the merits or deny a party his day in court Cyclopedia of Federal Procedure §8.2(3d., rev. 2017)(“The spirit of rules is to settle controversies upon their merits rather than to dismiss actions on technical grounds, to permit amendments liberally, and to avoid if possible, depriving a litigant of a chance to bring a case to trial.”) Therefore, justice so requires this court reconsider, alter and amend its prior order dated September 27, 2018.

8. Petitioners Petition for Relief from Void Judgment 60(b)(4) and Challenge of Jurisdiction is supported by an Affidavit of Truth. Petitioners move this court to take Mandatory Judicial Notice that there was no affidavits filed to rebut Petitioners Affidavit of Truth. Therefore, justice so requires this court reconsider, alter and amend its prior order dated September 27, 2018.

WHEREFORE, Petitioners move this honorable court to reconsider, alter and amend its previous order evidencing specific findings of facts and conclusion of law on all issues for determination.

We So Move,

By: Arnold Jr. Dazarhea Parson

Arnold Jr., Dazarhea Parson Pro Se

c/o 311 N Congdon Street

Georgetown, South Carolina 29440

843-409-9086

Best4lessclothing@gmail.com

October 5, 2018

268

STATE OF SOUTH CAROLINA)

IN THE CIRCUIT COURT

Case No: 2013-CP-33-306

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., et. Al.,)

Defendants)

CERTIFICATE OF SERVICE

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.,)

Petitioners,)

vs.)

Anderson Brothers Bank,)

Respondents)

Petitioners Arnold Jr., Dazarhea Parson do hereby certify that copies of the Motion to Alter and Amend (Reconsideration) 59(e) and Exhibit A- Affidavit of Lack of Consideration; Exhibit B- Judge Russo January 21, 2016 Order; Exhibit C- Special Referee Order of Report on Sale and Disbursements; Exhibit D- Satisfaction of Mortgage

FILED
2018 OCT 10 AM 10:15
MARION COUNTY SC
CHRISTY M. BERRY
CLERK OF COURT

Release of Lien; Exhibit E- Discovery and Full Disclosure; and Exhibit F- Objection to Rule 53 were served upon the following parties by placing the same in the United States mail on October 5, 2018, addressed as shown below:

Suzanne Grigg
Post Office Drawer 2426
Columbia, South Carolina 29202

Honorable Thomas A. Russo
181 North Irby Street. Suite 3600
Florence, South Carolina 29501

Honorable Michael Nettles
180 N Irby Street
Florence, South Carolina 29501

Honorable D. Craig Brown
181 North Irby Street
Florence, South Carolina 29501

By: Arnold Jr., Dazarhea Parson

Arnold Jr., Dazarhea Parson Pro Se

311 N Congdon Street

Georgetown, South Carolina 29440

843-409-9086

best4lessclothing@gmail.com

EXHIBIT A

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.)

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

Sherry R. Rhoads

CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

FILED
MARION COUNTY
SOUTH CAROLINA

2013 JAN - 9 P. 3:39

BOOK

1. 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 PATRICIA 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.

[Signature]
Notary Public

Commission Expires 0625 2020

Seal

EXHIBIT B

JUDGE RUSSO JANUARY 21, 2016 ORDER

STATE OF SOUTH CAROLINA
COUNTY OF MARION
THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2013CP3300306

Anderson Brothers Bank

Dazarhea Monique Parson
Dazarhea Monique A/K/A Daniels Parson
Arnold Tyrone A/K/A Parson Jr
South Carolina Department Of Motor Vehicles

Dazarhea D A/K/A Parson
A Tyrone Parson Jr
South Carolina Department Of Revenue

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: Plaintiff Defendant
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. See Page 2 for additional information.
- ACTION DISMISSED (CHECK REASON):** Rule 12(b), SCRPC; Rule 41(a), SCRPC (Vol. Nonsuit)
 Rule 43(k), SCRPC (Settled); Other: _____
- ACTION STRICKEN (CHECK REASON):** Rule 40(j) SCRPC; Bankruptcy;
 Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other: _____
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
 Affirmed; Reversed; Remanded; Other:

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IS ORDERED AND ADJUDGED: See attached order; (formal order to follow) Statement of Judgment by the Court:

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

If applicable, describe the property, including tax map information and address, referenced in the order:

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details.**

275

Circuit Court Judge

2141

1/21/2016

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on 01/21/2016, and a copy mailed first class or placed in the appropriate attorney's box on , to attorneys of record or to parties (when appearing pro se) as follows:

Suzanne G. Grigg Nexsen Pruet LLC PO Drawer 2426
Columbia, SC 29202-2426

Frank L. Valenta Jr. PO Box 1498 Blythewood, SC 29016-0020

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Court Reporter

Sherry R. Rhodes - Clerk of Court

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

Motion(s) dismissed. Judge does not have jurisdiction to hear this matter.

FILED

2016 JAN 21 PM 4:18

MARION COUNTY, SC
SHERRY R. RHODES
CLERK OF COURT

EXHIBIT C

**SPECIAL REFEREE'S ORDER OF REPORT
ON SALE AND DISBURSEMENTS**

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.

Case No. 2013-CP-33-306

SPECIAL REFEREE'S ORDER OF REPORT ON SALE AND DISBURSEMENTS

MARION COUNTY SC
SHERRY R. RHODES
CLERK OF COURT

2013 OCT 24 P 3:23

BOOK PAGE

FILED

UNDER AUTHORITY of a Decree herein dated the 5th day of August 2013, and filed in

the Office of the Clerk of Court for Marion County on August 16, 2013, I offered for sale to the

highest bidder for cash at public auction, certain realty, which is the subject of this suit. I

received a high bid of \$19,000.00 on the property from the Plaintiff. I have executed and

delivered a Deed by Judicial Order of Special Referee to Anderson Brothgers Bank, and I have

disbursed the funds as follows:

CONSIDERATION:

Reference Deposit to Special Referee	\$250.00
Costs of Sale to Special Referee	\$190.00
TOTAL CONSIDERATION PAID	\$440.00

DISBURSEMENTS:

Reference Deposit to Special Referee	\$250.00
Costs of Sale to Special Referee	\$190.00
TOTAL CONSIDERATION PAID	\$440.00

All the funds having been disbursed, I hereby ORDER the file closed and the case ended.

A CERTIFIED COPY OF THE ORIGINAL FILED IN THIS OFFICE

Haigh Porter

Florence, South Carolina BOOK PAGE
October 14, 2013

The Honorable Haigh Porter
Special Referee for Marion County

Sherry R. Rhodes

CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

EXHIBIT D

**SATISFACTION OF MORTGAGE AND
RELEASE OF LIEN**

I, HAIGH PORTER, as SPECIAL REFEREE for Marion County, South Carolina, pursuant to foreclosure proceedings in the action entitled *Anderson Brothers Bank 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*, as appears of record in the Office of the Clerk of Court, Marion County, under Civil Action No. 2013-CP-33-306 do hereby declare lien of mortgage recorded on April 4, 2012, in Book 195 at Page 244, TMS No.: 034-00-00-255-000 (See Judgment Roll No. 2013-194) in the Office of the Marion County Register of Deeds, is released, canceled, and satisfied by sale under foreclosure the 13th day of August, 2013 as to property described as 3546 Quail Roost Road, Mullins, South Carolina 29574 in the mortgage originally given by 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. unto Anderson Brothers Bank.

WITNESSES:

[Handwritten signatures of witnesses]

Witness my hand and seal this 16th day of October, 2013

[Signature of Haigh Porter]
The Honorable Haigh Porter
Special Referee for Marion County

201300036012
Filed for Record in
MARION COUNTY, SC
SHERRY R. RHODES, CLERK OF COURTS
10-24-2013 At 03:36 pm.
SAT MTG 5:00
253 Page 109 - 109

STATE OF SOUTH CAROLINA)
COUNTY OF MARION)

ACKNOWLEDGMENT
S.C. Code Sec. 30-5-30
(Effective January 1, 1995)

I, the undersigned, Notary Public for the State of South Carolina, do hereby certify that Haigh Porter, Special Referee for Marion County, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand this 16th day of October, 2013.

[Signature of Notary Public]
Notary Public for South Carolina
My Commission Expires: 5/2/15

EXHIBIT E

DISCOVERY AND FULL DISCLOSURE

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

ORIGINAL FILED IN THIS OFFICE.

BOOK _____ PAGE _____

Henry R. Rodes
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.

CERTIFIED COPY OF THE ORIGINAL FILED IN THIS OFFICE

BOOK _____ PAGE _____

Sherry R. Rhodes

CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

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

EXHIBIT F

OBJECTION TO RULE 53

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.

MID-JUL 18 P 4:36

- ❖ 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

FILED

STATE OF SOUTH CAROLINA

IN THE CIRCUIT COURT

2018 JUL 24 PM 2:16

Case No: 2013-CP-33-306

DISTRICT CLERK OF COURT

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., et. Al.,

Defendants

AFFIDAVIT OF TRUTH

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.,

Petitioners,

vs.

Anderson Brothers Bank,

Respondents

A CERTIFIED COPY OF THE ORIGINAL FILED IN THIS OFFICE

BOOK PAGE

Christy M. Gray

CLERK OF COURT, MARION COUNTY SOUTH CAROLINA

Affidavit of Truth

Plain Statement of Facts

The undersigned Affiants Arnold Jr., and Dazarhea Parson, hereinafter "Affiants," does solemnly affirm, declare and state as follows:

1. Affiants are competent to state the matters set forth herein.
2. Affiants has firsthand knowledge of the facts stated herein.
3. The undersigned affiants certifies all facts herein are true correct and not misleading.
4. On May 1, 2013 Affiants were served with Foreclosure papers from Respondents (Anderson Brothers Bank).
5. Respondents filed an Order in Reference pursuant to South Carolina Rules of Civil Procedure Rule 53.
6. On June 25, 2013 Affiant objected to Respondents Order in Reference pursuant to South Carolina Rule of Civil Procedure Rule 53 and moved for a Trial by Jury Pursuant to South Carolina Rules of Civil Procedure Rule 38.
7. Against Affiants will, without their consent, and over their objections a hearing was held at the office of the Special Referee (Haigh Porter) located at 153 S McQueen St Florence, South Carolina 29501.
8. After the hearing on July 29, 2013 as Affiant was leaving, Counsel for Respondents Suzanne Grigg went upstairs to speak with the Special Referee spouse, while the witness stayed down stairs with Special Referee.

9. On September 10, 2013 at the sale appearing on behalf of Respondents (Anderson Brothers Bank) as their Representative was the Spouse of the Special Referee (Mrs. Porter) and as such she did enter the winning bid for Respondents.
10. Special Referee Spouse (Mrs. Porter) also signed as a witness and notarized the re-conveyance document (Special Referee's Deed) on October 16, 2013.
11. Special Referee (Haigh Porter) knew or could/should have known that his Spouse (Kathryn Porter) would appear as a Representative for Respondent/Plaintiff (Anderson Brothers Bank) and that the appearance of his impartiality would be reasonably questionable.
12. Special Referee knew or could/should have known that he had a duty to disqualify himself being that his spouse appeared as a Representative for Respondents (Anderson Brothers Bank).
13. Upon information and belief and at all times relevant Special Referee Spouse's (Mrs. Porter) actions was in direct violation of South Carolina Notary Law (S.C. Code 26-1-90(C)).
14. Special Referee (Haigh Porter) and his wife (Kathryn Porter) acted in concert with Respondents (Anderson Brothers Bank), and Counsel for Respondents (Suzanne Grigg) and the Marion County Clerk of Court at the time (Sherry Rhodes) to deprive Affiant of his right to be heard before an impartial tribunal on matters pertaining to life, liberty, or property.

15. Special Referee lacked jurisdiction (subject matter and personam) to rule in case number 2013-CP-33-306. In particular, Special Referee had a duty to disqualify himself pursuant to state and federal law. In light of his spouse appearing as a representative of the Respondents/Plaintiff.

Further affiants sayeth naught.

By: Arnold Parson Jr.
Arnold Parson Jr.

Dazarhea Parson

Dazarhea Parson

STATE OF SOUTH CAROLINA)

)

SS

COUNTY OF GEORGETOWN)

Notary

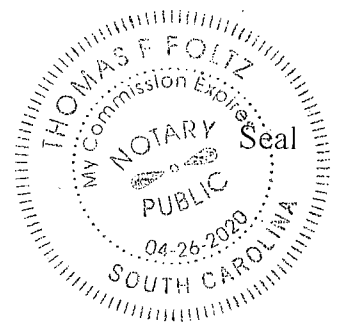
On this date JULY 24, 2018, a natural man and woman in their true character; who identified themselves as Arnold Parson Jr. and Dazarhea Parson appeared before me

THOMAS F FOLTZ, a notary public residing in GEORGETOWN County, SOUTH CAROLINA, state and attested to the veracity of this Affidavit with their oath and autograph

Thomas F Foltz

Notary Signature

Commission Expires 4/26/2020



FILED

STATE OF SOUTH CAROLINA

2018 JUL 24 PM 2:16

IN THE CIRCUIT COURT

Case No: 2013-CP-33-306

COUNTY OF MARION

CHRISTY M. GRAY
CLERK OF COURT

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., et. Al.,)
Defendants)

CERTIFICATE OF SERVICE

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.,)
Petitioners,)

vs.)

Anderson Brothers Bank,)
Respondents)

A CERTIFIED COPY OF THE ORIGINAL FILED IN THIS OFFICE

BOOK _____ PAGE _____

Christy M. Gray

CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

Affiants Arnold Jr., Dazarhea Parson do hereby certify that copies of the Affidavit of Truth were served upon the following parties by placing the same in the United States mail on July 24, 2018, addressed as shown below:

By: Arnold Parson Jr.

Arnold Parson Jr

Dazarhea Parson

Dazarhea Parson

Suzanne Grigg
Post Office Drawer 2426
Columbia, South Carolina 29202

Anderson Brothers Bank
Attention: Rusty Richardson
P O Box 310
Mullins, South Carolina 29574

Special Referee Haigh Porter
152 S McQueen St.
Florence, South Carolina 29501

South Carolina Department of Motor Vehicle
Frank L. Valenta, Jr., General Counsel
Office of General Counsel
Post Office Box 1498
Blythewood, SC 29016

Chief Counsel for Litigation
South Carolina Department of Revenue
Office of General Counsel
P O Box 125
Columbia, SC 29214

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., et. Al.,)
Defendants)

Dazarhea Monique Parson, a/k/a Dazarhea D.)
Parson, a/k/a Dazarhea Monique Daniels)
Parson, A. Tyrone Parson)
n, Jr. a/k/a Arnold)
Tyrone Parson, Jr.,)
Petitioners,)

vs.)
Anderson Brothers Bank,)
Respondents)

TO: THE RESPONDENTS ABOVE NAMED

YOU WILL PLEASE TAKE NOTICE THAT a motions hearing South Carolina Rules of Civil Procedure Rule 59(e) has been scheduled for November 1, 2018 at 9:30 a.m., before the

IN THE CIRCUIT COURT
Case No: 2018-CP-3106
MARION COUNTY SC
CLERK OF COURT
2018 OCT 22 AM 9:41

FILED

NOTICE OF HEARING

Honorable Judge Russo at the Marion County Court house located at 103 Court St, Marion,
South Carolina 29571.

By Arnold Jr. Dazarhea Parson

Arnold Jr., Dazarhea Parson Pro Se

311 N Congdon Street

Georgetown, South Carolina 29440

843-409-9086

best4lessclothing@gmail.com

October 18, 2018

STATE OF SOUTH CAROLINA)

IN THE 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, Jr., et. Al.,)

Defendants)

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.,)

Petitioners,)

vs.)

Anderson Brothers Bank,)

Respondents)

_____)

FILED
2018 OCT 22 AM 9:41
MARION COUNTY SC
CHRISTY M GRAY
CLERK OF COURT

CERTIFICATE OF SERVICE

Petitioners Arnold Jr., Dazarhea Parson do hereby certify the foregoing Notice of Hearing South Carolina Rules of Civil Procedure Rule 59(e) were served upon the following parties by placing the same in the United States mail on October 18, 2018, addressed as shown below:

Suzanne Grigg
1230 Main Street, Suite 700(29201)
Post Office Drawer 2426
Columbia, South Carolina 29202

By: Arnold Jr. Dazarhea Parson

Arnold Jr., Dazarhea Parson Pro Se

311 N Congdon Street

Georgetown, South Carolina 29440

843-409-9086

best4lessclothing@gmail.com

State of South Carolina)	Court of Common Pleas
)	Twelfth Judicial Circuit
County of Marion)	Case No. 2013-CP-33-00306
)	
Anderson Brothers Bank,)	
)	
Plaintiffs,)	
)	
-vs-)	Transcript of Record
)	
Dazarhea Parson and Arnold)	
Parson,)	
)	
Defendants.)	
)	

August 20, 2018
Marion, South Carolina

B E F O R E:

The Honorable Thomas A. Russo, Judge

A P P E A R A N C E S:

Suzanne G. Griggs, Esquire
Attorney for the Plaintiff

Krystal J. Smith
Circuit Court Reporter

I N D E X

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WITNESS/DESCRIPTION

PAGE NUMBER

Rule 60(b) Motion..... 4

Court Reporter Certification..... 29

1 AUGUST 20, 2018

2 (WHEREUPON, the proceedings began at 9:47 a.m.)

3 THE COURT: All right. The first matter I've got then
4 is Anderson Brothers Bank versus Dazarhea Monique Parson, et
5 al.

6 All right. This is a motion under Rule 60 to void a
7 judgment. Is that correct?

8 MS. PARSON: Correct.

9 MR. PARSON: Yes. And to challenge jurisdiction.

10 THE COURT: All right. And, sir, your name is?

11 MR. PARSON: Arnold Parson.

12 THE COURT: I'm sorry?

13 MR. PARSON: Arnold Parson, Jr.

14 THE COURT: Okay. And ma'am?

15 MS. PARSON: Dazarhea Parson.

16 THE COURT: All right. Okay. All right. And I see --
17 I thought I see -- I'm just trying to see -- I see Arnold
18 Parson is a litigant and, Dazarhea, are you also a named
19 party in this matter?

20 MS. PARSON: Correct.

21 THE COURT: All right. Okay. It's your motion. I'll
22 be happy to hear from you.

23 MR. PARSON: First, I would like to ask did you have a
24 chance to review the motion, sir?

25 THE COURT: Yes, sir.

1 MR. PARSON: I'd like to state that there's a
2 presumption that has been made, being made or will be made
3 that they be expressed so that we have an opportunity to
4 knowingly, willingly, and intelligently to rebut said
5 presumptions that are being made.

6 We are here today on a 60(b) and a challenge to the
7 jurisdiction, 60(b) being that a special referee had a duty
8 to disqualify himself. Both upon information and belief, the
9 special referee had a duty to disqualify himself pursuant to
10 his canons, judicial canons, as well as pursuant to federal
11 law, 28(e)(1)(C)455(a). The special referee's spouse was the
12 notary, as well as the witness on the debated documents, as
13 well as a representative for the plaintiff at the sale.

14 If I could turn the Court's attention to the memorandum
15 in support, page 10, number 2.

16 THE COURT: Give me one second here. Page 7 you said?

17 MR. PARSON: Page 10.

18 THE COURT: I'm sorry?

19 MR. PARSON: Page 10.

20 THE COURT: 10? I apologize.

21 MR. PARSON: Yes, sir.

22 THE COURT: All right, sir. I'm on page 10.

23 MR. PARSON: Page 10, I would challenge the validity of
24 the special referee's deed.

25 THE COURT: Yes, sir.

1. MR. PARSON: The notary -- it says pursuant to South
2 Carolina law, S.C. Code 26-1-90(c), a notary may not perform
3 a notarial act if the notary is a signer of a party, a party
4 to, beneficiary of the record that is to be notarized, so
5 long as the notary is also not a party to the record
6 individually or in some other representative or fiduciary
7 capacity.

8 Upon information and belief, Mrs. Griggs was aware that
9 the special referee's wife would be involved, as stated in
10 the affidavit in support.

11 If I could get the Court -- direct the Court's attention
12 to the affidavit of truth on page 2, line 8.

13 After the hearing on July 29th, 2013, as we were leaving,
14 counsel for the respondents, Suzanne Griggs, went upstairs to
15 speak with the special referee's spouse while the witness
16 stayed downstairs with the special referee.

17 MS. PARSON: And on September 10th, 2013, at the sale,
18 appearing on behalf of the respondents, Anderson Brothers
19 Bank and their representative, was the spouse of the special
20 referee, Ms. Porter, and as such, she did intervene for the
21 respondents.

22 THE COURT: What? Where are you now?

23 MR. PARSON: Oh, that was page --

24 MS. PARSON: Number 9.

25 MR. PARSON: Page 3, number 9.

1 MS. PARSON: Page 3.

2 THE COURT: All right.

3 MR. PARSON: We would ask that the affidavit of truth be
4 entered into the record as evidence to the facts of the case,
5 as well as all exhibits, Exhibit B and A, and I also would
6 like to direct the Court's attention to Exhibit A, the
7 special referee's deed.

8 THE COURT: All right.

9 MR. PARSON: On page 2, I would ask the Court to look at
10 the signatures of the -- of the witness.

11 I would ask the Court to also turn to page 3, where you
12 can see the written handwriting of the witnesses and of the
13 notary.

14 I would also like to ask the Court to turn to page -- to
15 the affidavits attached to that and down to the bottom of the
16 signature page where it says responsible person connected
17 with the transaction. I believe that's Mrs. Griggs
18 signature. So Mrs. Griggs was as well involved in it.

19 Pursuant to lots of other established law, he had a duty
20 to disqualify himself, and we did not have to file an
21 affidavit if it was self-executed.

22 MS. PARSON: And further, he was also objected to prior
23 to this particular hearing on July 29th, 2013. Pursuant to
24 Rule 38, we demanded a trial by jury and after he had the
25 knowledge of finding out that we did object pursuant to Rule

1 53, he went over our objections without our consent and moved
2 forward.

3 MR. PARSON: And there was -- it is believed that there
4 was a violation of the procedures of the Court at that time,
5 being that we filed with the Court the -- being that we filed
6 with the Court an objection to the special referee, which the
7 rule clearly states that, you know, it's by our agreement
8 that we go before the special referee unless the Court orders
9 it. It was never ordered by the Court.

10 MS. PARSON: There was never any consent by all parties.

11 MR. PARSON: And there was never consent by all parties.
12 And pursuant to the rules, we objected.

13 MS. PARSON: The special referee also denied us our due
14 process by denying us discovery. After he moved forward
15 after receiving the objection, he stated that it was not in
16 South Carolina form, being that he could have -- he is
17 supposed to give us an opportunity to correct the defective
18 pleadings and reenter them, resubmit them to the Court for
19 him to make a determination, not just rule because it's not
20 in South Carolina form.

21 MR. PARSON: We ask the Court to take mandatory judicial
22 notice pursuant to Rule 201 of the authority of Gomez v. the
23 United States, where it states upon -- upon those basic fair
24 trial rights that can never be treated as harmless is a
25 defendant's right to an impartial adjudication, be it judge

1 or jury.

2 MS. PARSON: And due process in law requires that a
3 person shall also have the opportunity to be heard before
4 legally appointing a qualified impartial tribunal before any
5 binding decree or judgment can be made affecting his rights
6 of life, liberty or property. That was never done.

7 MR. PARSON: I would also like to direct the Court's
8 attention to Exhibit B, special referee's Order of Judgment
9 of Foreclosure and Sale.

10 THE COURT: Okay.

11 MR. PARSON: I would like to direct the Court's
12 attention to page 10 -- I mean -- pardon -- page 11, number
13 19.

14 It is further ordered, adjudged, and decreed that if a
15 plaintiff -- if the plaintiff or plaintiff's representative
16 does not appear at the scheduled sale of the above described
17 property, then the sale of the property will be null, void,
18 and of no force and effect.

19 And we'd ask -- again, we'd ask for Exhibit A and
20 Exhibit B to be entered into the record of law as well, and
21 an affidavit of truth in support of the said motions.

22 THE COURT: All right, sir. Okay. All right. Anything
23 further, ladies and gentlemen?

24 MS. PARSON: Not at this time.

25 MR. PARSON: Not at this time.

1 THE COURT: All right. Ms. Griggs, I would be happy to
2 hear from you, ma'am.

3 MS. GRIGGS: Thank you, Your Honor.

4 Judge, first let me state for the record this petition
5 or motion to vacate this judgment under Rule 60 is extremely
6 late. Under the rule -- under the case law that's set within
7 this jurisdiction, Your Honor, you can't come in five years
8 later and try to vacate or void this judgment.

9 This is a foreclosure action from 2013, Your Honor.
10 Judge Porter entered the foreclosure order in 2013. We have
11 been dealing with the Parsons since that time. I've got this
12 box of documents, at least one more of those in my car right
13 now, in addition to countless documents that have been filed
14 with this Court, the Court of Appeals, and the Supreme Court
15 for the state of South Carolina.

16 These immediately same issues have been tried, brought
17 before the various appellate courts, and all dismissed.

18 MS. PARSON: Objection.

19 MS. GRIGGS: And that continues to happen every time I
20 talk or have -- or are with the Parsons in court. Your
21 Honor, I would like to be able to proceed.

22 THE COURT: Sure.

23 MS. GRIGGS: Thank you, Your Honor.

24 So under the standard that's been set within Rule 60,
25 you've got to bring it within a reasonable time. Well, we've

1 got one appellate court case that says 18 months is not
2 sufficient bringing of time to do it. Therefore, five years
3 cannot be considered reasonable time. There's a '96 case
4 that says four years is not within a reasonable time.

5 Again, these issues have been tried and heard and deemed
6 meritless. I'm happy to go into the merits of the
7 foreclosure and all of the various hearings that have gone on
8 since then. I don't know if the Court wants to hear that or
9 not, but I'm happy to do it.

10 THE COURT: No. Let me first ask the Parsons why the
11 long delay in bringing this action?

12 MS. PARSON: Forgives us if it seems like undue delay --

13 MR. PARSON: Undue delay, but we actually have been
14 trying to be heard on this. If you recall, we were here
15 before you before in January trying to have this matter
16 heard, but the matter --

17 MS. PARSON: January 21st.

18 MR. PARSON: But the matter was still on appeal.

19 THE COURT: All right.

20 MR. PARSON: From 2016, sir.

21 THE COURT: Right.

22 MS. PARSON: And we --

23 THE COURT: Well, I realize that -- that there's been a
24 lot of litigation involved over the years.

25 MS. PARSON: None of these issues --

1 MR. PARSON: They weren't.

2 MS. PARSON: -- were brought on appeal. And the appeal
3 that she's referring to, the first appeal, was dismissed due
4 to a technicality.

5 MR. PARSON: Okay.

6 MS. PARSON: It was not due to the merits. And the
7 second appeal was dismissed actually after we saw you, and
8 that was --

9 MR. PARSON: And that was based off of the same thing.

10 MS. PARSON: They -- they deemed it moot and they said
11 that there was no practical relief that they could provide us
12 for the relief that we were actually requesting.

13 MR. PARSON: They said that --

14 MS. PARSON: So the merits was never reached in that
15 particular appeal.

16 THE COURT: All right. I am going to ask a simple
17 question. This motion that you brought under Rule 60 --

18 MR. PARSON: Yes, sir.

19 THE COURT: Why wasn't it brought years ago?

20 MR. PARSON: Because we were still under appeal, sir,
21 and every time we'd try to bring this case when we were on
22 appeal, it was dismissed because it was on appeal, sir. We
23 have an order from Judge Haynes that was maybe two years
24 after the fact that was still within a reasonable time, and
25 then, again, your order, sir, itself. We have been trying to

1 come before the Court on this matter, but we --

2 THE COURT: You haven't been trying to bring this Rule
3 60 motion.

4 MR. PARSON: Yes, sir. That's why we were here the last
5 time.

6 MS. PARSON: Before you.

7 MR. PARSON: For an injunction, for a 60(b), and for to
8 challenge the jurisdiction. We were here, yes, sir, before
9 you.

10 THE COURT: When?

11 MR. PARSON: Back in January.

12 THE COURT: Of this year?

13 MS. PARSON: July 21st.

14 MR. PARSON: It was the 22nd then.

15 MS. PARSON: It was 2016.

16 MR. PARSON: 2016. Pardon me.

17 MS. PARSON: And the first one wasn't Haynes. It was --

18 MR. PARSON: In 2015.

19 MS. PARSON: In 2015. And there's no statute of
20 limitations for extrinsic fraud. This is extrinsic fraud
21 upon the Court. But then --

22 MR. PARSON: Upon information and belief.

23 MS. PARSON: -- upon information and belief --

24 MR. PARSON: There's no fraud because this goes to the

25 --

1 THE COURT: Hold on. Let me get some ground rules here.

2 MR. PARSON: Okay.

3 THE COURT: One or the other of you need to argue this
4 motion. I can't have both of you arguing the motion. The
5 court reporter cannot take down both of you talking at the
6 same time. She can't bounce back between one and the other.
7 You need -- one of you need to decide who is going to present
8 the motion.

9 MS. PARSON: I will.

10 THE COURT: And that's who I need to hear from.

11 The concern I've got is this -- this lengthy delay in
12 bringing this motion some five years later. And I know you
13 said you tried to bring it earlier, but I'm not understanding
14 why you couldn't file this motion earlier. Whether it got
15 heard earlier or not, this -- this wasn't filed until this
16 year, 2018.

17 MS. PARSON: We filed the first 60(b) for October 16th,
18 2015. The Clerk of Court office denied us a hearing, and we
19 paid for the motion to be put on the roster and they would
20 not give us a hearing date on October 16th. On October 28th,
21 we also filed objections to this writ of assistance order.

22 MR. PARSON: Pardon me. Could we ask for that to be
23 stricken from the record, the -- that part of what she just
24 said? That was --

25 THE COURT: Here's the -- folks, I'm not trying to be

1 difficult. Again, one of y'all are going to have to present
2 this motion, and I'm --

3 MR. PARSON: I will.

4 THE COURT: -- going to have the other one sit down.

5 MR. PARSON: I want to go forward, sir.

6 THE COURT: All right.

7 MR. PARSON: Now, the issue is we brought -- we
8 attempted to bring these issues before the Court, and we were
9 denied our right to bring these -- to be heard on these
10 issues.

11 THE COURT: When did you first file this Rule 60 motion?

12 MR. PARSON: The very first one was filed in October of
13 2015.

14 THE COURT: October of 2015?

15 MR. PARSON: Yes, sir.

16 THE COURT: All right. Then when --

17 MR. PARSON: After the appeal had ended, then we was
18 hoping to try and get a hearing, but something transpired in
19 between there and another appeal came and, therefore, we
20 weren't able to -- it was dismissed by Judge Haynes saying
21 that he had no jurisdiction because the matter was still on
22 appeal.

23 And the same was with your order, sir. So we were never
24 allowed to be heard on any of these matters.

25 THE COURT: Ms. Griggs?

1 MS. GRIGGS: Your Honor, they have brought some of these
2 issues before the Court before, but as opposed to just filing
3 a motion, a 60(b) motion, they should have put it in the
4 appellate documents that were filed.

5 Again, since 2013, they appealed the underlying
6 foreclosure order to the Court of Appeals.

7 THE COURT: Right.

8 MS. GRIGGS: It was with the Court of Appeals for a long
9 time. I believe it was not until December of 2014 that the
10 Court of Appeals actually dismissed that appeal. We then
11 went forward with a writ of assistance.

12 In the meantime, they appealed the Court of Appeals
13 decision to the Supreme Court of South Carolina, which denied
14 cert. The judge entered the writ of assistance. We had a
15 lockout date scheduled. They appealed the writ of
16 assistance. So there was yet another appeal made.

17 At some point in time, I believe it was November of
18 2015, we actually had the lockout. That's when the Sheriff's
19 Department, which you are going to hear that matter in just a
20 few, assisted with getting their contents of their property
21 out.

22 Please keep in mind, Anderson Brothers Bank had a
23 recorded deed into Anderson Brothers Bank for almost 2 years
24 by that point in time on a \$19,000 loan.

25 Subsequent to the lockout and when the contents were

1 removed from the property, the Parsons had filed various
2 pleadings with this Court seeking to undo what had been done.
3 No judge has actually found any of their issues having any
4 merit.

5 Since that point in time, Mr. Parson has sued Danny
6 Herron, which was a representative of Anderson Brothers Bank
7 who was present in on-site that date of the lockout, in
8 federal district court, Your Honor.

9 MR. PARSON: Objection.

10 MS. GRIGGS: That case has been dismissed against Mr.
11 Herron at this point in time. Now, keep in mind, he's filed
12 a motion to bring Mr. Herron back in and bring Anderson
13 Brothers Bank back into the federal district court case.
14 That matter is still pending.

15 And then his father earlier this year -- excuse me -- in
16 2017, turned around and sued --

17 MS. PARSON: Objection.

18 MS. GRIGGS: -- Marion County Sheriff's Department.

19 THE COURT: Don't -- just have a seat, ma'am. You are
20 not in this now. Go ahead.

21 MS. GRIGGS: His father, represented by Lewis Morant,
22 who I think you've got that matter here shortly as well,
23 turned around and sued Anderson Brothers Bank and the
24 Sheriff's Department, alleging various things, and so I came
25 to Marion that -- for that hearing and got Anderson Brothers

1 Bank dismissed from that litigation as well.

2 These issues with respect to the special referee -- they
3 don't like what he issued. They don't like the order that he
4 entered, but that's too bad. That's from five years ago. It
5 is time for these people to stop wasting the judicial economy
6 and stop filing all of these meritless claims. It is
7 absolutely ridiculous that it is five years and we are still
8 dealing with this issue, Your Honor.

9 THE COURT: All right.

10 MR. PARSON: Your Honor, I'd like to object to
11 everything she just said. For one, she -- she was mentioning
12 the deed.

13 THE COURT: This is -- Mr. Parson, this is a motion
14 hearing. You don't need to object to anything she said. You
15 can just take up a different position, and I am going to note
16 both sides' positions.

17 MR. PARSON: Okay. All right.

18 THE COURT: But go ahead. I understand you disagree
19 with the things she's shared with the Court.

20 MR. PARSON: We were just asking, as any reasonable
21 person would expect, to be heard before an impartial
22 tribunal, for our discovery to be had, so that we can have
23 discovery back and forth so we can make a formidable defense
24 on the issues that they are bringing forward.

25 I mean what person wouldn't want to validate a debt? If

1 someone came and told you, Judge, you owe me \$100, wouldn't
2 you want that debt validated? You wouldn't just say, well,
3 oh, he said he owes me that. We want the debt validated.

4 None of these things were ever done. We requested
5 discovery. They didn't even give us any discovery. We
6 showed the special referee that we did request for discovery.
7 He looked at it and said it wasn't formal. It wasn't in
8 South Carolina form. And upon information and belief, being
9 that we are laymen, we should have had an opportunity to cure
10 any defects in that and resubmit that at least within -- I
11 believe the rule says 10 days.

12 THE COURT: You appealed that decision.

13 MR. PARSON: Yes.

14 THE COURT: And that went through the appellate process
15 and it was denied, and then you appealed that decision to the
16 Supreme Court.

17 MR. PARSON: Well, attempted to appeal, sir. And we
18 attempted to appeal --

19 THE COURT: Correct.

20 MR. PARSON: Yes, we did, and Ms. Griggs filed something
21 saying that we didn't send something on the record of appeal,
22 which was kind of -- the transcript clearly shows that she
23 brought in an accountant to have entered into the record
24 after we ended the hearing. That's what the transcript
25 shows. We've got the transcript. The transcript shows that.

1 She raised that issue. I raised that issue back on
2 appeal, and it was dismissed for failure to comply. That was
3 the issue with why it was --

4 THE COURT: But -- but here's the thing. Those issues
5 were dealt with through the appellate process.

6 MR. PARSON: We just want to talk about the issues that
7 weren't dealt with.

8 THE COURT: Well, I don't -- I don't -- I'm not here to
9 relitigate any of the appellate process. I'm here to deal
10 with your Rule 60 motion.

11 MR. PARSON: Yes, sir.

12 THE COURT: The motion that's before the Court here
13 today.

14 MR. PARSON: Yes, sir.

15 THE COURT: So that's really the focus that I have here
16 today is to deal with what's in front of me, which is the
17 Rule 60 motion.

18 MR. PARSON: Yes, sir.

19 THE COURT: Which you've addressed both in your
20 memorandum and your exhibits and your affidavit.

21 MR. PARSON: And as far as -- I mean as far as
22 everything she mentioned that took place from November 2nd and
23 after, I am going to ask that that be stricken from the
24 record because, honestly, that has no reason to do with why
25 we're here today.

1 Everything that transpired after the fact, that's
2 irrelevant to the motion and the memorandum. Everything in
3 that motion and in that memorandum pertains to July 29th,
4 2013, and that particular hearing that took place then.
5 Everything else is irrelevant.

6 However, for arguendo purposes, they are relying on the
7 deed, a deed that is invalid. How does that deed act as
8 protection toward them?

9 THE COURT: Well, it's your position that the deed is
10 invalid.

11 MR. PARSON: Well, upon information and belief, it is.

12 THE COURT: Right.

13 MR. PARSON: Pursuant to South Carolina statute.

14 THE COURT: And -- and your -- and you appealed that,
15 and you went through that process. Correct?

16 MR. PARSON: No, sir. That issue of the special
17 referee's spouse was not an appealable issue because they
18 clearly stated that any issue that wasn't brought before the
19 lower court cannot be brought -- moved on appeal. And
20 therefore --

21 THE COURT: And so that's your purpose in filing this
22 motion, this Rule 60 motion?

23 MR. PARSON: No. That's not the purpose. The purpose
24 of filing my Rule 60 motion is to have the judgment vacated
25 because it's void and in violation it is believed of the

1 South Carolina and federal law, sir. That's my reason.

2 THE COURT: Set forth in your memorandum?

3 MR. PARSON: Set forth in my memorandum and my motion.

4 Yes, sir.

5 THE COURT: All right.

6 MS. GRIGGS: Your Honor, may I add one more thing?

7 THE COURT: Yes, ma'am.

8 MS. GRIGGS: Let me just be clear about Ms. Porter's
9 participation or involvement in this action. Haigh Porter
10 serves as a special referee for Marion County. He has for
11 umpteen years now. He's a master in equity for Florence
12 County.

13 His wife, Betsy Porter, has worked in his office for a
14 very, very long time. In addition to her employment with
15 him, she also is employed by ERV. ERV is a bidding service
16 used widely throughout the state of South Carolina to submit
17 bids at foreclosure hearings.

18 Betsy Porter was not a representative of Anderson
19 Brothers Bank. My firm contracted with ERV Bidding Service,
20 who has a relationship with Ms. Porter, and that's how the
21 bid was submitted at the sale, Your Honor.

22 THE COURT: So her -- her role is to appear at the sale
23 to submit Anderson Brothers' bid through ERV?

24 MS. GRIGGS: That's correct. Through ERV, Your Honor.
25 I wanted to clarify that for the record.

1 THE COURT: Okay. And that's the only role is just to
2 put the bid on the record?
3 MS. GRIGGS: That's correct, Your Honor. She just
4 announced whatever the number is that day, and that's what
5 she did on behalf of ERV, on behalf of Anderson Brothers
6 Bank, which she does hundreds of times a year on behalf of
7 ERV across the various counties in the Pee Dee region.
8 THE COURT: All right.
9 MR. PARSON: I would ask the Court to take mandatory
10 judicial notice that she has clearly admitted that the
11 special referee's spouse is either well-versed

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

FILED
MAR 20 2013
CLERK OF COURT, MARION COUNTY
SOUTH CAROLINA

1 number 2, if the notary will receive directly from the --
2 hold on. Pardon me. So long as the notary is not also a
3 party to the record individually or in some other
4 representative fashion.

5 In his order, Your Honor, which I previously read into
6 the record, page 11, number 19, clearly states it is further
7 ordered, adjudged, and decreed that if the plaintiff or
8 plaintiff's representative or upon -- or the plaintiff's
9 representative does not appear at the scheduled sale of the
10 above-described property, then the property sale will be
11 null, void, and of no force and effect.

12 So it's either she was there as a representative or she
13 wasn't, because if she wasn't, then that sale is definitely
14 void because that means there was no representative appearing
15 for them, and it's in his order.

16 MS. GRIGGS: Your Honor, Mr. Parson is mischaracterizing
17 that paragraph. What that paragraph means is that if a
18 proposed sale is going forward and the bank doesn't have --
19 or the lender doesn't have someone there or someone bidding
20 there on their behalf, we are going to push that sale back to
21 the next month. The sale doesn't go forward that day.

22 THE COURT: Well, it specifically says the sales will be
23 rescheduled for the next available date -- sales date.

24 MS. GRIGGS: Thank you, Your Honor.

25 MR. PARSON: So therefore, she had to be there as a

1 representative. It's -- it's right here in this order.

2 THE COURT: Okay.

3 MR. PARSON: Which it definitely would be presumed to be
4 a conflict of interest. It would be a breach of the question
5 of his impartiality.

6 And Ms. Griggs wants to bring up number 7. It is an
7 order from the magistrate's office dismissing all criminal
8 charges brought against me on that day when they came and
9 removed -- unlawfully removed us from our property, as stated
10 in this order, if the Court would like to review that.

11 THE COURT: I'm just dealing with this motion, sir.

12 MR. PARSON: Oh, okay.

13 Also, what Ms. Griggs is failing to say to the Court is
14 that, again, these issues were originally first filed October
15 16th. On October 16th, we filed a Rule 60(b) to also
16 challenge the jurisdiction.

17 And pursuant to South Carolina law and to the United
18 States law, they have to prove the jurisdiction on the record
19 prior to assumed jurisdiction. The hearing was never held
20 prior to them taking any actions. They did assume the
21 jurisdiction and it was never proven on the record, and
22 that's what caused the issue of me being arrested because I
23 had a right to be heard pursuant to South Carolina
24 Constitution, Article 1, Section 3, as well as State v.
25 Brown. Pardon me, State v. Harold. I had a right to be

1 before an impartial tribunal.

2 THE COURT: Okay. All right. All right, folks. I am
3 going to take this matter under advisement. I am going to
4 review the issues and the matters that were presented, and I
5 will have a decision for you possibly by the end of this
6 week. If not, then as early as next week.

7 MR. PARSON: Okay. One thing, there is no time limit on
8 a 60(b) for the voidness of it and, again, I'd like to ask
9 that the memorandum -- instead of having to read it out on
10 the record, that the memorandum on page -- that the Court
11 take notice of the page. It's on page -- it starts on page
12 10 at number 3.

13 THE COURT: All right.

14 MR. PARSON: And then it goes to page 12.

15 THE COURT: 12, yeah.

16 MR. PARSON: And I also want to touch a little base upon
17 the fraud upon the Court, sir.

18 THE COURT: I'm sorry?

19 MR. PARSON: I would also like to touch a little base on
20 fraud upon the Court, sir.

21 THE COURT: All right, sir.

22 MR. PARSON: These documents were clearly fraudulent
23 documents. Again, Ms. Griggs knew that the special referee's
24 wife would be involved because after the hearing, like I
25 said, she went upstairs directly and spoke with her.

1 So they knew what was going on prior to us even getting
2 involved, and that seems a bit unfair. That seems to go
3 against the judicial machinery in its regular actions of
4 adjudicating cases impartially. You know, that's -- that's
5 -- that's -- that's another query.

6 THE COURT: All right. I am making a part of the record
7 the memorandum, Exhibit A, Exhibit B, as well as the
8 affidavit of truth which was submitted as well and will
9 consider all of that. All right?

10 MS. PARSON: Your Honor --

11 MR. PARSON: That's also prood -- may I -- may I put up
12 these notes of dismissal? It clearly says why he dismissed
13 it and the fact of the procedures that were violated within
14 there, what they did not do that they should have done and
15 why he --

16 THE COURT: What relevance is that to -- to these
17 issues?

18 MR. PARSON: Not really, but she wants to raise those
19 issues, sir; so I just wanted to put --

20 THE COURT: I am just going to consider these issues.

21 MR. PARSON: Thank you, sir.

22 MS. GRIGGS: Your Honor, I've got copies of these two
23 cases if you would like them.

24 THE COURT: All right. Please let me have those.

25 MS. GRIGGS: May I approach?

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THE COURT: Yeah.

MR. PARSON: Which cases are those?

MS. GRIGGS: I am giving you copies.

MS. GRIGGS: Your Honor, I would be remiss if I did not say that I am highly offended by any suggestion that I have committed fraud upon this Court.

THE COURT: I understand.

All right. Folks, like I said, I am going to consider everything that's been submitted, and I will have an answer for you in the next several days. Thank you.

MR. PARSON: Thank you very much.

(WHEREUPON, the proceedings ended at 10:21 a.m.)

--- END REQUESTED TRANSCRIPT ---

1 State of South Carolina)
2) Certificate
3 County of Florence)
4)

5 I, the undersigned, Krystal J. Smith, Notary Public and
6 Official Court Reporter for the Twelfth Judicial Circuit of
7 the State of South Carolina, do hereby certify that the
8 foregoing pages, numbered 1 through 28, constitute a true,
9 accurate, and complete Transcript of Record of all the
10 proceedings had and evidence introduced in the hearing of the
11 above captioned case, relative to appeal, in the Court of
12 Common Pleas for Marion County, South Carolina, on the 20th
13 day of August, 2018.

14 I do further certify that I am neither of kin, counsel,
15 nor interest to any party hereto.

16
17 Krystal J. Smith

18 Court Reporter

19
20 Florence, South Carolina

21 November 10, 2018

NOTE: PURSUANT TO RULE 607(h)(1)(B), SCACR, "A COURT REPORTER SHALL RECEIVE THE FEE OF \$1.00 PER PAGE FOR FURNISHING A COPY OF A PREVIOUSLY PREPARED TRANSCRIPT." ALL REQUESTS FOR COPIES OF THE ATTACHED TRANSCRIPT FROM OPPOSING PARTY OR NON-PARTIES MUST BE SENT TO:
KRYSTAL J. SMITH, COURT REPORTER
12TH CIRCUIT AT LARGE
P.O. BOX 13563
FLORENCE SC 29504

A P P E A R A N C E S

For Plaintiff:
Nexsen Pruet
1230 Main Street, Suite 700
Post Office Drawer 2426
Columbia, SC 29020
By: Suzanne Taylor Graham Grigg

For the Defendant:

Pro Se

I N D E X

The Witness: Thomas Rivers Anderson

Page

Direct Examination by Ms. Griggs

7

E X H I B I T S

Pg/Ln	Ex.	Description
Premarked	A	Promisory Note
Premarked	B	Mortgage of Real Estate
Premarked	C	Security Agreement
Premarked	D	Title of Mobile Home
Premarked	E	Payment History

** uh-huh = affirmative
huh-uh = negative

1 Whereupon,

2 THE COURT: This matter is before me
3 pursuant to order of reference filed
4 June 27th, 2013. It's a matter of
5 Anderson Brothers Bank versus -- most people can't
6 pronounce my first name, so if I mispronounce
7 yours, I apologize. Dazarhea?

8 MS. PARSON: Dazarhea.

9 THE COURT: Dazarhea --

10 MS. PARSON: Uh-huh.

11 THE COURT: -- Monique Parson,
12 also known as Dazarhea D. Parson, also known as
13 Dazarhea Monique Daniels Parson, A. Tyrone Parson,
14 Junior, a/k/a Arnold Tyrone Parson, Junior, South
15 Carolina Department of Revenue and South Carolina
16 Department of Motor Vehicles. Marion County case
17 2013-CP-33-306. Let the record reveal that
18 Ms. Grigg is here representing the plaintiff and
19 that the Parsons are present by themselves without
20 counsel. Mr. and Mrs. Parson, are y'all
21 represented by attorneys, an attorney?

22 MR. PARSON: No, sir. We represent
23 ourselves -- well, we present ourselves.

24 THE COURT: Okay. You understand you
25 had a right to have an attorney present?

1 MR. PARSON: Yeah, I waived the benefit
2 for that.

3 THE COURT: Okay. Ms. Parson?

4 MS. PARSON: I waive the benefit for
5 That.

6 THE COURT: Okay. Let the record
7 reveal that they are representing themselves.
8 They are here pro se.

9 MR. PARSON: No, pro per --

10 THE COURT: Pro se.

11 MR. PARSON: -- propria persona.

12 THE COURT: Excuse me, sir. It's pro
13 se in my court. Okay?

14 MR. PARSON: Right.

15 THE COURT: Ms. Grigg, it's my
16 understanding this is a foreclosure action.

17 MS. GRIGG: Yes, Your Honor. It is a
18 foreclosure case.

19 THE COURT: Okay. Now, let me ask, is
20 this commercial or residential property?

21 MR. PARSON: It would be residential.

22 THE COURT: Residential. And do you
23 folks occupy the property?

24 MR. PARSON: Yes, we do.

25 THE COURT: Okay. It's occupied as

1 your residence?

2 MR. PARSON: Yes, sir.

3 THE COURT: Thank you, sir. It just
4 helps me to understand the case better when I know
5 whether it's residential or commercial property.

6 MR. PARSON: Okay.

7 THE COURT: Okay, Ms. Grigg, it's your
8 turn.

9 MS. GRIGG: Thank you, Your Honor.
10 Suzanne Grigg on behalf of the plaintiff,
11 Anderson Brothers Bank. I have Rivers Anderson
12 here to testify today with respect to the loan
13 that is the subject of this case. Your Honor, an
14 answer per se was not filed in this case, however,
15 something may have been filed. I'm not entirely
16 sure what the Parsons have filed with the Clerk of
17 Court's office. I have received multiple letters
18 and correspondence from the Parsons, and I do
19 have, I believe, the originals here today in case
20 the court would like to look at those letters.
21 However, since they're here, we're fine with
22 treating this as a contested case, and we can put
23 Mr. Anderson's testimony in the record.

24 THE COURT: Okay. Mr. and Mrs. Parson?

25 MR. PARSON: Yes, sir.

1 THE COURT: I realize you're
2 representing yourselves, and I -- I'm presuming
3 you're not members of the bar and not graduates of
4 law school.

5 MR. PARSON: No, sir.

6 THE COURT: And that's fine. You know,
7 I just want to make clear on that. I try to
8 give -- I think most of the judges in
9 South Carolina try to give pro se -- and pro se
10 means people representing themselves -- as much
11 protection as we can, realizing that they're not
12 trained in the law. Because I realize sometimes
13 some people come before me, and they've been
14 looking at the internet and other things trying to
15 put things together. My conclusion on that is
16 that, generally, they would have been better off
17 if they had gotten an attorney. But so be it.

18 MR. PARSON: I have a question.

19 THE COURT: I'm holding something that
20 I received by fax. It appears to have been faxed
21 yesterday, July 28th, dated July 24th, that says
22 to whom it may concern. And I believe you
23 indicated while ago that you were familiar with
24 this and you had that same thing.

25 MR. PARSON: Oh, yes. Yes.

1 THE COURT: Is that correct?

2 MR. PARSON: That's correct.

3 THE COURT: Ms. Parson, are you in
4 agreement?

5 MS. PARSON: Yes.

6 THE COURT: Okay. Was this intended as
7 an answer in the case?

8 MR. PARSON: Oh, no, sir. This is just
9 letting -- stating how we will be presenting
10 ourselves here today, sir.

11 THE COURT: Okay. Fine. Just wanted
12 to make sure. Go ahead, Ms. Grigg.

13 MS. GRIGG: Thank you, Your Honor.
14 Mr. Anderson, would you have the court reporter
15 swear you in, please?

16 Thereupon,

17 Thomas Rivers Anderson,
18 having been first duly sworn by the court
19 reporter, testified as follows:

20 DIRECT EXAMINATION

21 BY MS. GRIGG:

22 Q Mr. Anderson, would you please state
23 your name for the record?

24 A Thomas Rivers Anderson.

25 Q And where are you employed?

1 A Anderson Brothers Bank.

2 Q What is your current position with
3 Anderson Brothers Bank?

4 A Commercial loan officer and special
5 asset administrator.

6 Q And are you familiar with the loan that
7 is subject to this foreclosure action?

8 A I am.

9 Q And are you here on behalf and as a
10 representative of Anderson Brothers Bank today?

11 A I am.

12 Q The loan that was extended to the
13 Parsons, is that loan in default?

14 A It is.

15 Q And we'll get in to more specifics here
16 shortly. But I just want to get this on the
17 record. It is in default. Is it a payment
18 default?

19 A Yes, ma'am.

20 Q And did you instruct my office of
21 Nexsen Pruet to file a foreclosure case against
22 the Parsons?

23 A I did.

24 Q And has the bank incurred attorneys
25 fees in pursuing this case?

1 A We have.

2 Q Is it your understanding that the
3 South Carolina Department of Revenue has been
4 named because there's a tax lien against this
5 property?

6 A That's correct.

7 Q And this property does include a mobile
8 home, correct?

9 A Correct.

10 Q Thank you. I'm going to show you a
11 series of documents. Excuse me while I reattach
12 this. Mr. Anderson, I've handed you four
13 documents. I'm also going to give a copy to
14 Judge Porter and to the Parsons. For the record,
15 can you explain to the court reporter what I've
16 just handed you?

17 A A -- Exhibit A is the promissory note.
18 Do you want me to go into detail?

19 Q You can just -- let's just get these
20 titles of the documents into the record for right
21 this second.

22 A Okay. Exhibit A is the promissory
23 note. Exhibit B is the --

24 THE COURT: Excuse me -- excuse me.
25 Ms. Grigg has just handed you the exhibits that

1 she's going to go through.

2 THE WITNESS: Exhibit B is the mortgage
3 of real estate. Exhibit C is the security
4 agreement. And Exhibit D is the copy of the
5 electronic title of the mobile home.

6 THE COURT: I'm sorry. I didn't hear
7 you.

8 THE WITNESS: Exhibit D is a copy of
9 the electronic title of the mobile home, which
10 Anderson Brothers Bank is the lienholder of.

11 BY MS. GRIGG:

12 Q Mr. Anderson, I'd like to go through
13 these in more detail. Let's first look at the
14 promissory note, which is Exhibit A. When was
15 this loan originated?

16 A April 3rd, 2012.

17 Q And what's the original amount of the
18 loan?

19 A 20,900 dollars.

20 Q And as collateral for that loan, what
21 was given as security?

22 A The mortgage and -- on the -- on the
23 property -- the real property of the -- the lot
24 and the lien on the mobile home.

25 Q So the debt -- the note was secured by

1 a mortgage and then a mobile home as well.

2 A Right.

3 Q And the note and mortgage were both
4 signed by the defendants, Ms. Parsons and
5 Mr. Parsons.

6 A That's correct.

7 Q And was that mortgage recorded in
8 Marion County?

9 A It was.

10 Q Now, the property that the Parsons
11 stated to Judge Porter was owner occupied. Is
12 that property owner occupied?

13 A To -- it is owner occupied.

14 Q To the best of the bank's knowledge?

15 A Right. Whenever they moved in, as far
16 as I know, at that time, it was owner occupied.

17 Q And that was the purpose of the loan,
18 correct?

19 A Correct.

20 Q So is it your understanding that this
21 property being owner occ--- owner occupied you had
22 to give them the chance to be reviewed for
23 foreclosure intervention according to the
24 South Carolina Supreme Court's order, correct?

25 A Correct.

1 Q And you authorized my office to send a
2 foreclosure intervention notice to the defendants,
3 correct?

4 A Correct.

5 Q And are you aware that they elected to
6 participate in foreclosure intervention?

7 A By participate, do you mean as far
8 as --

9 Q Did they send you any documents? Did
10 they ask for you to rework the loan --

11 A No.

12 Q -- or try to work anything out with
13 them?

14 A No, ma'am.

15 Q So as far as you know, they have not
16 elected to participate in foreclosure
17 intervention?

18 A No, ma'am.

19 Q Let's talk about the loan payments with
20 respect to this loan. This is a fairly new loan.
21 It's only a little over a year, correct?

22 A Correct.

23 Q So the loan originated, I believe you
24 said, April 3rd, 2012. Tell us a little bit about
25 the loan history and the payments.

1 A Okay. I've got the accounting here if
2 you wanted to ask me.

3 Q Okay. Let's pass that on.

4 A And I ran copies, but as you can see,
5 the copies are a little hard to read.

6 Q And before we get into the loan
7 history, I move to have Exhibit A, B, C and D
8 admitted in to evidence on behalf of the
9 plaintiff.

10 THE COURT: Any objection?

11 MS. PARSON: Say that again.

12 MS. GRIGG: I move to have exhibits A,
13 B, C and D admitted in to evidence.

14 MR. PARSON: I object.

15 THE COURT: Basis?

16 MR. PARSON: These are not the original
17 documents. The original documents would show --

18 THE COURT: Mr. Rivers, I believe at
19 the outset you testified about being familiar with
20 the loan. Did you review the loan file?

21 THE WITNESS: I did. Yes, sir.

22 THE COURT: And are these copies you
23 made from the original documents?

24 THE WITNESS: They're copies of the
25 original documents.

1 THE COURT: Okay. I'll admit them.

2 Just for your information, most all judges in
3 South Carolina will admit copies because the banks
4 want to keep the originals and don't want to lose
5 possession of the originals. Go ahead.

6 THE WITNESS: As far as the loan
7 history, as you can see on here, this is a
8 breakdown of the -- for the payment history. The
9 loan was originated on April 3rd, 2012. The first
10 payment due date when -- was -- and the first
11 payment was made on May 1st. If you go down, the
12 next payment was made -- the second payment was
13 made on June 1st. Third payment was made on
14 July 5th. Fourth payment, August 3rd. Fifth
15 payment, August 31st. Sixth payment being
16 October 3rd. Seventh payment being November 13th.
17 Eighth payment being December 3rd, and the ninth
18 payment being on January 3rd, 2013. All of the
19 payments they were -- they were all made on time,
20 they weren't delinquent. Never hit over ten days
21 past due until the last payment being made on
22 January 3rd was -- put their -- their next payment
23 due date as of -- of February 3rd. And -- and
24 they never made a payment. Then as of March 3rd,
25 the -- the loan was in default as it was then 30

1 days past due.

2 BY MS. GRIGG:

3 Q So they were -- had a fairly good loan
4 payment history with Anderson Brothers Bank,
5 correct?

6 A That's correct.

7 Q And do you have any idea what happened
8 in January to change that?

9 A We received some type of -- and I -- I
10 don't really understand exactly what it was, but
11 some type of documentation that said they were not
12 going to continue to pay it. They didn't feel
13 like they were -- that they were responsible to --
14 to continue paying the debt.

15 Q So even though they both executed the
16 note, and they both executed the mortgage -- they
17 signed the note and the mortgage documents and
18 granted the bank a lien on the mobile home. They,
19 sometime in January -- or it became obvious to
20 y'all in January -- y'all were told that they were
21 no longer going to continue to pay on the note.

22 A Correct.

23 Q Pay the debt. And you sent them a
24 right to cure?

25 A Correct.

1 Q And did they cure the default?

2 A .

3 Q And have you received a payment on this
4 debt since January of 2013?

5 A We have not.

6 Q And is the loan still in default?

7 A It is.

8 Q And as we've said a few minutes ago,
9 you had to --

10 THE COURT: Excuse me, just a second.

11 MS. GRIGG: Certainly.

12 THE COURT: I'm sorry. Go ahead.

13 BY MS. GRIGG:

14 Q That's okay. So since January of 2013,
15 the Parsons have not made a payment on this note,
16 correct?

17 A That's correct.

18 Q So the loan is in default?

19 A Correct.

20 Q And the bank had to retain counsel to
21 pursue the foreclosure action?

22 A That's correct.

23 Q So you -- has the bank incurred
24 attorneys' fees and -- and costs with respect to
25 the pursuit of this foreclosure case?

1 A We have.

2 Q Are you asking the court today to grant
3 a foreclosure to the bank and allow you to sell
4 the dirt as well as the mobile home?

5 A That's correct.

6 Q Are you also asking for deficiency
7 judgment against the Parsons today?

8 A We are.

9 MS. GRIGG: Your Honor, I have nothing
10 further.

11 THE COURT: Okay. Mr. and Ms. Parson?

12 MR. PARSON: Yes, sir.

13 THE COURT: On an effort not to be
14 duplicating each other, if possible, I'd like for
15 one or the other -- you can't -- under
16 South Carolina law, you -- you can't really
17 represent her, and she can't represent you. But
18 you're husband and wife. You're here together.
19 If one of you could be the primary spokesman, it
20 would just help us a little bit.

21 MR. PARSON: Yes, sir.

22 THE COURT: It doesn't matter to me
23 whichever one of you would prefer to be.

24 MR. PARSON: Okay.

25 THE COURT: Now, you have the right to

1 ask him any questions about his testimony. Okay?

2 MR. PARSON: Uh-huh.

3 THE COURT: Okay?

4 MR. PARSON: All right.

5 CROSS EXAMINATION

6 BY MR. PARSON:

7 Q You said that the loan originated on
8 April 3rd, right?

9 A That's correct.

10 Q Do you recall the reason why we came to
11 you for the loan?

12 A To purchase the real estate. As I
13 recall, it was -- the reason behind it was -- I
14 guess, y'all's landlord -- you had come to me and
15 said your landlord had -- they -- y'all were
16 renting the property, and your landlord had -- was
17 being foreclosed on, and y'all -- it would show on
18 that settlement statement. I believe y'all
19 purchased it, maybe, from a bank, maybe. I can't
20 remember. That was the purpose of the loan is
21 y'all's -- y'all's landlord was being foreclosed
22 on and you didn't want to lose the house, and --
23 and y'all purchased the property.

24 Q We were -- yes, we had come to you
25 because we made every payment for three years in a

1 row not missing a payment at all. And the -- the
2 owner of the property wasn't making their payments
3 to the bank.

4 MS. GRIGG: Objection, Your Honor.

5 This is irrelevant. This was a different bank.
6 That he -- he just stated that he was renting the
7 property at the time.

8 MR. PARSON: It gets to the reasoning
9 of the loan.

10 THE COURT: Warn both of you. One talk
11 at a time. I'm hard enough hearing without trying
12 to hear two people at one time.

13 MR. PARSON: Yes, sir.

14 THE COURT: All right. Did I
15 understand, Ms. Grigg, you were saying that he was
16 dealing with a different bank --

17 MS. GRIGG: Correct.

18 THE COURT: -- not with Anderson
19 Brothers?

20 MS. GRIGG: Or with a landlord or
21 something, but that was --

22 THE COURT: Okay.

23 MS. GRIGG: -- that had nothing to do
24 with Anderson Brothers Bank.

25 THE COURT: Okay. Go ahead.

1 MR. PARSON: I was stating that it --
2 it -- it entitles to why we came to them for this
3 loan.

4 THE COURT: Okay. I'm going to let you
5 testify about that. If you would kind of -- and I
6 know it's hard for you not to testify at the same
7 time you're asking questions. The lawyers have
8 that problem in asking questions.

9 MR. PARSON: Yes, sir.

10 THE COURT: But try to limit your right
11 for this time being to asking him about his
12 testimony.

13 MR. PARSON: Okay. Okay.

14 THE COURT: And about -- about --
15 anything you want to about it, but without
16 testifying yourself.

17 MR. PARSON: Oh, okay. Okay.

18 THE COURT: Okay?

19 MR. PARSON: Yes, sir.

20 BY MR. PARSON:

21 Q So you -- it was safe to say that
22 Anderson Brothers seen that there was no harm in
23 giving us this loan due to the current -- pardon
24 me -- due to the -- what's the word I'm looking
25 for. They didn't have any problem granting the

1 loan because they -- they seen that we weren't a
2 risk.

3 A The -- the credit decision was based
4 off of the underwriting, which -- which showed
5 there was proof of -- of the repayment ability
6 was -- which -- why the loan was made, yes.

7 Q Yeah, so we would have --

8 A The ability --

9 Q Okay.

10 A -- was why we were making the loan,
11 yes.

12 Q Okay. Is it safe to say that all
13 payments were made until January 3rd on time?

14 A That's correct.

15 Q Would it be safe to say that a letter
16 was sent to you and when the letter was sent to
17 you, you were clearly told that it was questioning
18 because we came across some information, and we
19 had questions about it that needed to be answered,
20 and if we found that we were incorrect in our
21 questioning, that we would continue making the
22 payments?

23 A Y'all did -- you -- you sent me some
24 information, and I told you I was not -- I -- I
25 read a little bit of whatever it was, and I can't

1 remember what it was. And I told you I -- I
2 had -- I mean, I -- I could not speak on behalf of
3 that because I had no idea what it was.

4 Q This is a copy of the courtesy notice
5 that was sent to -- are you clear with what an
6 affidavit is?

7 A I do know what an affidavit is.

8 Q Is it true that an un rebutted affidavit
9 stands in judgment in commerce?

10 MS. GRIGG: Objection, Your Honor.
11 We're not going to hear him argue the legalese of
12 an affidavit.

13 MS. PARSON: I'm showing the affidavit
14 was entered in this behalf and should be
15 addressed.

16 MS. GRIGG: There's live testimony
17 here. We've got a live witness.

18 MS. PARSON: That's why I --

19 THE COURT: To the -- to the best of
20 your recollection, do you remember receiving a
21 document like that?

22 THE WITNESS: I don't recall, Your
23 Honor. And the reason being, a lot of it is sent
24 to the main office, and -- I don't recall that
25 page. I do remember...

1 MS. PARSON: Deliver Anderson, received
2 here on --

3 MR. PARSON: Hold on. This is actually
4 the one we actually sent him. That was just a
5 copy of one. This is the transmission
6 verification report of when it was received, time
7 it was received. This is actually Ms. Grigg's.
8 The reason I bring up an affidavit because an
9 affidavit is attached.

10 THE COURT: Give him a chance to look
11 at it if you would.

12 THE WITNESS: I do recall see -- yeah,
13 I do recall seeing this.

14 THE COURT: Okay.

15 BY MR. PARSON:

16 Q Did you -- did you take the time to
17 look into it, and see what it was and what it
18 pertained to?

19 A I read over it.

20 Q And why good paying customers would
21 actually want to stop pertaining to something like
22 this?

23 A Like I told you whenever I talked to
24 you on the phone, I read over it, it -- I was not
25 able to comprehend it. It made no sense. I've

1 never seen this before.

2 Q Okay. So after the stopping and asking
3 of the questions, did anyone respond back to
4 the -- after you received questionings about the
5 loan?

6 A When I -- when I told y'all on the
7 phone -- when y'all sent this, I said, I don't --
8 I -- that -- that once the loan goes into default,
9 once it hits 60 days past due, we'd have no choice
10 but to -- to move forward with foreclosure.

11 MS. PARSON: But that stated that you
12 needed to --

13 THE COURT: Wait a minute. Just --
14 one -- one at a time.

15 BY MR. PARSON:

16 Q Well, under the Fair Debt Collections
17 Act, isn't it you're supposed to answer these
18 questions before this type of procedure goes on?

19 A I told you. I don't understand this.
20 I was not able to answer these questions, or any
21 questions that y'all may have about this.

22 Q Well, didn't you have a -- a week to
23 contact the sender so that they may explain
24 further into this if you couldn't -- if you didn't
25 understand what it was?

1 A I don't know. I don't und--- I mean.

2 Q Did you have a way to contact the
3 sender in order to get them to fully explain what
4 that was they sent?

5 A The sender being you?

6 Q Yes.

7 A I did contact y'all.

8 Q And what was the response?

9 A That I didn't understand what it was.

10 Q No, what was the response from the
11 sender?

12 A I'm not sure what your response was.
13 You said -- I -- I don't know. I mean, I was
14 completely in awe. I didn't know what this was.

15 Q Did you send it to your attorney?

16 A We did send a copy to the attorney.

17 Q Did your attorney do the research on
18 it?

19 A I'm not sure if they did or not.

20 Q Is your attorney present here today?

21 A She is.

22 Q So I'm pretty sure you can get the
23 answer to that question.

24 MS. GRIGG: I'm not here to testify.

25 Objection to this line of questioning, Your Honor.

1 THE COURT: Pardon?

2 MS. GRIGG: Objection to this line of
3 questioning.

4 MR. PARSON: I mean, she's the
5 attorney. She's supposed to --

6 THE COURT: She's not a witness..

7 MR. PARSON: Okay.

8 MS. PARSON: But of her, herself --

9 MR. PARSON: Received one. She cannot
10 answer that?

11 THE COURT: She -- she's not a witness
12 at this time. Mr. Anderson is the witness.

13 BY MR. PARSON:

14 Q Did the bank receive a discovery and
15 disclosure, the full disclosure?

16 MS. GRIGG: Objection, Your Honor.

17 THE COURT: A what?

18 MR. PARSON: A discovery and full
19 disclosure meaning they wanted proof of the loan,
20 something to validate the loan.

21 THE COURT: Well, you -- you signed the
22 note, didn't you?

23 MR. PARSON: Well, from the
24 understanding of what a promissory note is.

25 THE COURT: Okay.

1 MR. PARSON: It's not what exactly --
2 it's more or less an exchange. I have proof that
3 it's an exchange. I have an affidavit --

4 THE COURT: You're -- you're getting
5 into to stuff now -- there'll be time when you
6 put -- put up --

7 MR. PARSON: Oh, pardon me, pardon me.
8 Well, pardon me, pardon me.

9 THE COURT: Okay.

10 BY MR. PARSON:

11 Q Is Anderson Brothers holder in due
12 course of the note?

13 MS. GRIGG: Objection. That's a legal
14 terminology, Your Honor.

15 THE COURT: Okay. Ask him is he the
16 holder -- is the bank the holder of the note.

17 BY MR. PARSON:

18 Q Is the bank the holder of the note?

19 A The bank is.

20 Q Do they have the note on -- they're
21 owner of the note?

22 A Correct.

23 Q How did they become owner of the note?

24 A By -- I mean, y'all signed the
25 promissory note and the bank -- I mean, one of

1 you -- I mean, how did we become owner of the
2 note?

3 Q Yes. Was it a gift?

4 A No. It was --

5 Q So you purchased the note?

6 A No.

7 THE COURT: Mr. Parson, I -- I don't
8 mean to interrupt you, but you're -- you're --
9 you're fishing in the wrong pond. If you signed
10 the note and if Ms. Parson signed the note to
11 Anderson Brothers Bank, that's how they became the
12 owner of the note. And at the time --

13 MR. PARSON: Well, the note is not a
14 bill of exchange?

15 THE COURT: -- I have -- the bank
16 receives a note from a person, they advance the
17 funds. Now, sometimes those funds aren't advanced
18 directly to the person that paid on their benefit
19 to somebody they are directed to pay it to. But
20 when you signed the note for a mortgage to the
21 bank, they become the owner at that point. Now, I
22 don't know what source of information you've been
23 getting, but, you know, we -- we're beating the
24 wrong horse when you start asking a bank if
25 they -- if they haven't sold that note to anybody

1 else, and he just testified that they own the note
2 and have the note. That's it.

3 MR. PARSON: Well, I need --

4 THE COURT: So let's go on with
5 something different.

6 MR. PARSON: -- proof of that. We have
7 no proof that they have the actual note, the
8 original note.

9 THE COURT: He's just given you sworn
10 testimony the bank has it, and has provided
11 copies --

12 MR. PARSON: Copies, but not the
13 original.

14 THE COURT: I'm going to accept the
15 copy.

16 MR. PARSON: But the original would
17 prove everything that we're here today for, sir.

18 THE COURT: I'm going to accept the
19 copy. As far as I'm concerned, that -- that's
20 evidence of the original.

21 BY MR. PARSON:

22 Q So did you alter the note after it was
23 signed?

24 A No.

25 Q So you didn't put paid -- payable to

1 Anderson Brothers Bank stamped on it or anything?

2 A The -- that was -- the note, that's the
3 way it was originally -- nothing was altered to
4 the note.

5 Q See, that's -- that's the point of the
6 original note. The original note would show that
7 the note was altered after it was signed.

8 MS. PARSON: So the promissory note
9 wouldn't be considered as a bill of exchange?

10 MS. GRIGG: Again, that's a legal
11 question.

12 THE COURT: A bill of what?

13 MR. PARSON: Exchange.

14 THE COURT: No.

15 MS. GRIGG: He's here to testify.

16 MS. PARSON: I mean, but the promissory
17 note was in exchange for the house. Where did --
18 where did the loan come from? We need to see some
19 accounting, the off book balance sheets, accounts
20 payable.

21 MS. GRIGG: He's just given you the
22 accounting and the loan history.

23 MR. PARSON: No. That's -- that's a
24 very -- if it's an exchange, how does an exchange
25 become a loan? She studies business law and goes

1 to school for business law. And it clearly states
2 in the business law book an -- a promissory note
3 is a bill of exchange. And that they -- we're
4 exchanging our notes for their notes and as an
5 exchange, how can it be called and recorded as a
6 loan?

7 THE COURT: Mr. Parson, I don't know
8 what -- what course of business law she's taking,
9 nor do I know what books she is taking it from
10 and -- but I've been practicing law now almost 50
11 years. I've been doing real estate closings
12 before I became a special referee, and have closed
13 probably several thousand transactions. You sign
14 a note -- and I'm going to give you -- I'm going
15 to give you a concrete example.

16 MR. PARSON: Uh-huh.

17 THE COURT: We'll call it Janie --
18 Janie and Joe.

19 MR. PARSON: Yes, sir.

20 THE COURT: Janie and Joe find a house
21 they want to buy.

22 MS. PARSON: Uh-huh.

23 THE COURT: They go to A.B.C. bank and
24 arrange to borrow the money to buy the house.

25 MR. PARSON: Uh-huh.

1 THE COURT: They -- they employ a
2 lawyer to do the closing because the banks require
3 a lawyer to do the closing.

4 MR. PARSON: Uh-huh.

5 THE COURT: The bank advances the money
6 to the lawyer's escrow account. The people come
7 in and sign the promissory note promising to pay
8 the bank.

9 MR. PARSON: Uh-huh.

10 THE COURT: They sign a mortgage,
11 mortgaging the property. In your case, you went
12 into the bank and signed a note.

13 MR. PARSON: Yes, I did.

14 THE COURT: In your case, you went in
15 the bank and signed a mortgage.

16 MR. PARSON: Yes, I did.

17 THE COURT: Now, I haven't seen the
18 closing statement y'all exchanged here that
19 crossed the table a little while ago, but based
20 on -- on the comments that were made, as I
21 understood it, you had been renting from a
22 landlord.

23 MR. PARSON: It was rent to own. Yes,
24 sir.

25 THE COURT: It was a rent -- rent --

1 and the landlord got in trouble.

2 MR. PARSON: Yes, sir. They weren't
3 paying their --

4 THE COURT: So you borrowed the money
5 so you could actually buy the property. And I
6 would have to presume --

7 MR. PARSON: Uh-huh.

8 THE COURT: -- that the bank loaned you
9 the money. The bank or their lawyer probably sent
10 the money directly to whoever actually owned --

11 MR. PARSON: Yes.

12 THE COURT: -- the -- the property in
13 order for you to get the title to it. It may not
14 have gone through yours and Ms. Parson's personal
15 bank accounts. Because it rarely does in those
16 transactions unless it's what's known as -- by
17 some bankers, as a cash-out loan. And a cash-out
18 loan, as I understand it, I -- most of the people
19 I've ever dealt with couldn't get them. But
20 that's where there's -- there's excess funds that
21 then go directly to the person who's borrowing the
22 money.

23 MR. PARSON: Uh-huh.

24 THE COURT: But the rest of it doesn't
25 come through there.

1 MR. PARSON: Uh-huh.

2 THE COURT: Now, I don't mean to cut
3 you folks off, but it's so often when people are
4 not trained in the law -- and that's why I made
5 the comment earlier that it's sometimes a lot
6 better if people would get lawyers who understand
7 the law and who understands foreclosure procedures
8 to represent them. Because, otherwise, you get
9 off on a tangent that has nothing to do with the
10 price of eggs in China, being foreclosures. So I
11 think you're -- you're getting off on the wrong
12 track. I -- you know, I've got all afternoon to
13 sit here if necessary. I hope not. But, you
14 know, I take as long as necessary on these things.

15 MR. PARSON: Understood.

16 THE COURT: But, I -- I'm not going to
17 let you go on and on about something that's not
18 applicable. Now, as I understood it earlier,
19 y'all signed a note and you signed a mortgage.

20 MR. PARSON: Right. Yes, sir.

21 THE COURT: And they've got the right
22 to collect it.

23 MR. PARSON: If it -- not necessarily,
24 sir. I mean, even according to H.E.R. 192 --

25 THE COURT: According to what?

1 MR. PARSON: H.E.R. 192, enacted under
2 president Franklin D. Roosevelt, June 5th, 1933.
3 According to that, we have the right to discharge
4 debt with our signature, and according to public
5 policy --

6 THE COURT: Yeah.

7 MR. PARSON: -- they can't ask for
8 funds in any certain form.

9 THE COURT: Oh, yes. Oh, yes. They
10 can foreclose and demand that money how --

11 MR. PARSON: In any form.

12 MR. PARSON: -- assure -- assure you of
13 that in South Carolina.

14 MR. PARSON: So, I mean -- even in ;
15 South Carolina in any form, any particular form.

16 THE COURT: I don't know what --

17 MR. PARSON: They can't request money
18 in any -- money in any particular form because
19 there is no lawful money.

20 THE COURT: Well, based on his
21 testimony, I'm ruling there is lawful money
22 involved in this case. Particularly a note in
23 advance --

24 MR. PARSON: Legal tender is not lawful
25 tender --

1 THE COURT: -- of money --

2 MR. PARSON: -- money, sir --

3 THE COURT: -- I -- I --

4 MR. PARSON: -- and I have proof --

5 THE COURT: I'm going to do it. Now,
6 you --

7 MR. PARSON: -- I have -- I have read
8 some records, Federal Reserve Bank records, that
9 clearly state that federal reserve notes, and in
10 turn legal tender, is not money. It has no value.
11 This is the Federal Reserve Bank saying it. This
12 is the I.R.S.

13 THE COURT: Mr. Parson, in this court,
14 my ruling is that -- that the advancement of the
15 funds under a loan in -- in Marion County,
16 South Carolina, like this is money and you --
17 you're wasting your time with me trying to dig in
18 to what F.D.R. or somebody else did 60, 70, 80
19 years ago.

20 MR. PARSON: But it's law.

21 THE COURT: So I -- I'm going to
22 proceed, and I'm going to rule that you're out of
23 order. I'm glad for you to ask him any other
24 questions about his testimony as long as it
25 pertains to -- to this loan. But I'm not going to

1 let you get off in a tangent that you haven't got
2 any basis for ask--- asking it.

3 MR. PARSON: I have, sir. I sent
4 exhibits in. Did the court send you the exhibits
5 that I have sent?

6 THE COURT: No.

7 MR. PARSON: There was a Modern Money
8 Mechanics, which is a publication from the
9 Federal Reserve Bank, and I also have an affidavit
10 from Walker Todd who has 20 -- 20 plus years
11 experience as a federal reserve -- can I -- can I
12 get that? Here you go, sir. And legal team for
13 the Federal Reserve Bank, and it clearly states in
14 his affidavit that money was not given in
15 exchange.

16 THE COURT: Any further testimony from
17 Mister --

18 MR. PARSON: I -- I still have other
19 questions pertaining -- I -- that was just to -- I
20 still have other questions, sir.

21 THE COURT: All right. Keep them to
22 the point.

23 MR. PARSON: Okay.

24 BY MR. PARSON:

25 Q Well, under the Fair Debt Collections

1 Act, isn't it right that you were supposed to
2 respond back to us before moving on to a
3 foreclosure?

4 MS. GRIGG: Objection, Your Honor.

5 Mr. Anderson is here to testify on behalf of the
6 bank. He is not versed in federal debt collection
7 practices or state collection action practices.

8 MR. PARSON: For him to be a banker, he
9 should have --

10 MS. GRIGG: That's what he hires an
11 attorney for.

12 THE COURT: Okay. If you don't know,
13 say so.

14 THE WITNESS: I don't know.

15 THE COURT: Okay.

16 MR. PARSON: Okay.

17 BY MR. PARSON:

18 Q Was the contract fully explained?

19 A Say again, I'm sorry.

20 Q Was the contract that we signed fully
21 explained to us?

22 A What -- the note and the mortgage?

23 Q Yes.

24 MS. GRIGG: Objection to the question,
25 Your Honor. Mr. Anderson was not present.

1 MR. PARSON: Well, then he's only a
2 third party intervening. Does not have grounds to
3 speak here today if he does not know about the
4 loan. Am I correct, Your Honor?

5 MS. GRIGG: Your Honor, the Parsons
6 were actually present --

7 MR. PARSON: If he has no first-hand
8 knowledge --

9 MS. GRIGG: -- at the closing.

10 MR. PARSON: -- on the loan, how does
11 he have grounds to speak here today about the
12 loan?

13 THE COURT: Well, Exhibit B indicates,
14 that Mr. Bob Korley, Robert H. Korley, was the
15 closing attorney.

16 MR. PARSON: Yes.

17 THE COURT: And it would have been up
18 to him to explain it to you. And he wasn't
19 present when that -- when that was taking place as
20 I understand Ms. Grigg.

21 MS. GRIGG: That's correct.

22 THE COURT: Okay.

23 MR. PARSON: That's -- I mean -- so
24 I -- I move for his testimony to be removed, so he
25 has no first-hand knowledge on the matter at hand.

1 THE COURT: No. He's -- he's got
2 adequate knowledge. Continue. Go ahead.

3 BY MR. PARSON:

4 Q Were you -- were you there when any
5 of -- any of these papers were signed? Were you
6 present?

7 A I was not present at the closing.

8 Q Okay. Were you present at the
9 opening -- when -- when any of these papers were
10 signed, when we bought -- you were not present; is
11 that correct?

12 A I was not present.

13 Q Thank you. Therefore, he has no
14 first-hand knowledge on the matter at hand.

15 MS. GRIGG: Your Honor, I'd be happy to
16 reply to that if you'd like me to.

17 THE COURT: I'm going to give you an
18 opportunity. Go ahead.

19 MS. GRIGG: Your Honor, as you well
20 know, Mr. Anderson is here on behalf and as a
21 representative of the bank. He is familiar with
22 the loan documents. He's familiar with this loan.
23 He doesn't have to be present. He is -- and has
24 been authorized by the bank to speak on the bank's
25 behalf today. Mr. Korley was the attorney for the

1 Parsons who did the closing. I assume Mr. Korley,
2 was chosen by the Parsons, and he was there to
3 explain the loan documents to the Parsons. But
4 Mr. Anderson can not testify to what the Parsons
5 understood or what they -- what was explained to
6 them as the Parsons were actually there.

7 MS. PARSON: Anderson Brothers Bank
8 referenced Bob Korley to us.

9 MR. PARSON: They did. And if
10 Anderson Brothers Bank -- shouldn't
11 Anderson Brothers be present to put forth their
12 claim? Not a representative, but
13 Anderson Brothers? I mean, we're here ourselves
14 in full transparency. Where is Anderson Brothers
15 Bank at and not a representative?

16 THE COURT: Anderson Brothers Bank has
17 an officer of the bank present if that answers
18 your question. Now, I'll veer off course just a
19 minute. As I said a while ago, I've probably
20 closed several thousand loans for people like
21 Wachovia, now Wells Fargo, for Bank of America,
22 for Peoples Federal, for South Carolina Bank and
23 Trust, for a number of outer -- of out-of-state
24 banks. If I went back and looked at the record
25 now, and I would say no more -- on residential

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

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

17 THE COURT: You've lost me.

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

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

1 Parsons?

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

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

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

11 THE COURT: No formal -- formal --

12 MS. GRIGG: I did not receive --

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

15 MS. GRIGG: -- formal discovery --

16 THE COURT: Okay.

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

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

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

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

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

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

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

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

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

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

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

22 MS. PARSON: In the latest letter --

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

25 MR. PARSON: Sorry, Judge.

1 MS. GRIGG: And I believe, Your Honor,
2 if you looked at my letter that they had attached,
3 it said, I received your letter. However, it does
4 not comply with South Carolina Rules of Civil
5 Procedure.

6 THE COURT: Okay.

7 MR. PARSON: And that's when we did the
8 search, and we researched South Carolina Civil
9 Procedures Rule 33, and that's where we seen that
10 interrogatories, which these are questions,
11 interrogatories, refer to them wanting to -- to
12 get some questions -- again, getting questions
13 answered.

14 THE COURT: All right. Anything else
15 you want to ask him about his testimony? Not what
16 you want to testify to, about his testimony.

17 MR. PARSON: Okay.

18 BY MR. PARSON:

19 Q Is it safe to say that the Parsons paid
20 on time and regularly until some unabrupt reason?

21 A It's safe to say that -- that y'all did
22 paid in a timely manner for the first nine
23 payments up until January 3rd.

24 Q Okay. But you did say that you had
25 references that they paid other payments on time

1 as well, and that's why y'all felt that they
2 weren't a risk in loaning them the money.

3 Correct?

4 A Do we have other references --

5 Q Y'all received references on our behalf
6 showing that we paid our bills on time.

7 A There was --

8 Q And that made -- that was the reason
9 why you felt there was no risk in leaning --
10 lending us the money.

11 MS. GRIGG: Objection to the risk
12 portion of that question. Obviously, it's got to
13 go through an underwriting process.

14 THE WITNESS: Right. When we did the
15 underwriter, there was a used car -- can't even
16 think of his name -- a used car dealer that he
17 said -- it's a buy here, pay here. And he -- he
18 said that y'all were good pay. That's all I...

19 BY MR. PARSON:

20 Q You did re--- review the receipts from
21 the previous for all -- more rentals too, and you
22 seen that all of those were there as well, didn't
23 you?

24 A I don't recall seeing any of that.

25 Q Sitting in your office at the

1 convention center at Anderson Brothers Bank. We
2 came and brought it in and put it in your
3 hands, when you agreed to give us the loan, and we
4 all -- we had showed you referencing while we were
5 sitting there before you that we made all our
6 payments and on time for three years. And that
7 was one of the proofs that we were paying good.
8 Then Mr. Reggie, from a Reggie Auto, he sent in a
9 reference saying, yes, the Parsons do pay and pay
10 on time. They paid everything off.

11 MS. GRIGG: Objection as to the form of
12 the question.

13 BY MR. PARSON:

14 Q And that letter was required in order
15 for us to receive the loan.

16 THE COURT: You're testifying and not
17 asking questions. Let's -- you got to comply with
18 that. You've got to ask a question, direct
19 questions, and not -- not give an oration.

20 MR. PARSON: Okay. I see what you're
21 saying. I see what you're saying. Answering the
22 questions. Okay. Understood. I see what you're
23 saying.

24 THE COURT: Anything else? Anything
25 else from your party?

1 MS. GRIGG: We have nothing further,
2 Your Honor.

3 THE COURT: Okay. Now, it's your turn.

4 MR. PARSON: My testimony?

5 THE COURT: Uh-huh.

6 MR. PARSON: Okay.

7 Thereupon,

8 A. Tyrone Parson, Jrs.,
9 having been first duly sworn by the court
10 reporter, testified as follows:

11 DIRECT EXAMINATION

12 BY THE COURT:

13 Q Okay.

14 A I went into Anderson Brothers Bank on
15 April 3rd because I was paying a -- a -- on a
16 rent-to-own property from a
17 Front Street Investments, and they de--- they were
18 defaulted upon, meaning they did not pay the bank
19 their payments. But we paid them each and every
20 payment not missing a payment, not being late, for
21 three years. We came -- and we brought this
22 information --

23 Q Excuse me -- excuse me just a minute.
24 This is a question out of curiosity.

25 A Uh-huh.

1 Q Front Street Investments, is that a
2 group out of West Columbia?

3 MS. PARSON: Spartanburg.

4 MR. PARSON: Spartanburg.

5 BY THE COURT:

6 Q Spartanburg. Okay.

7 A Yes.

8 Q I've heard of them before, too.

9 MS. PARSON: Well, we were here.

10 MR. PARSON: Hold -- hold -- hold on.

11 That -- and that particular.

12 Front Street Investments was overseen by
13 Mr. Haigh Porter. So you understand what we went
14 through, and why we would do research on this
15 particular pro--- this particular matter because
16 you've seen, for a fact, what transpired yourself,
17 sir.

18 BY THE COURT:

19 Q No. I -- I -- the only thing I can
20 recall Mist--- Mr. Parson is that I had possibly
21 one and maybe as many as two or three, I don't
22 recall --

23 A Yes --

24 Q -- but at least one foreclosure case.
25 I think it was two, probably, about two years ago,

1 maybe against something called
2 Front Street Investments, and I was thinking that
3 was out of West Columbia. There's another outfit
4 kind of like them --

5 A Uh-huh.

6 Q -- I think, in West Columbia. But now
7 that you say Spartanburg, that rings a bell also.

8 A Yes, sir.

9 Q But I do recall having a case, and I
10 think it was either in Marion or Dillon County.

11 A I guess it was us because we were here
12 with you. We were here at this very building.

13 Q Were you?

14 A Yes, sir.

15 Q Okay.

16 A And like I say, we -- so once -- we --
17 we established that and they established that they
18 would give us a loan. Now, we did not know that
19 signing the promissory note was the actual funds.
20 And that the promissory note was an exchange for
21 the home. It's as simple as if I asked him for
22 change for a hundred dollars, I -- they had a
23 hundred -- I had a hundred dollar bill, and they
24 had twenty dollar bills in exchange. Then my
25 hundred dollar bill for their five twenty dollar

1 bills, that was the promissory note for -- as a
2 bill of exchange.

3 Now, accor--- along with the bill of
4 exchange, they -- they promised to give us a loan.
5 We stopped making the payments -- after realizing
6 what the promissory note was and what it truly does,
7 we stopped making the payments on the loan because
8 we were -- we realized we weren't -- we weren't in
9 receipt of the loan -- of the purported loan. We
10 never received the money along with the -- the --
11 exchange, bill of exchange. A promissory note is a
12 bill of exchange. They can deposit a promissory
13 note and receive funds from the promissory note
14 after they deposit it.

15 The promissory note funded the loan that
16 they purported to give to us. And once the
17 promissory funded the loan, that is an exchange.
18 They're calling an exchange a loan. They're
19 still -- if they wanted to give the loan, it would
20 be 20,900 dollars to loan. They did not give the
21 loan. They only did the exchange. If there was a
22 fee for the exchange, it should have been in the
23 agreement that there was a fee for the exchange.
24 But there was not in the agreement a fee for the
25 exchange, sir. And once -- like I said, once we

1 realized this, we simply started asking questions.
2 And instead of someone actually coming out and
3 answering our questions, according to the Fair Debt
4 Collection Practice Act, they proceeded with a
5 foreclosure instead of -- I mean, we were honest
6 people.

7 . We had straight payments. And, I mean,
8 even the max--- the maxim of law clearly states one
9 who overpays not knowingly is entitled to recoup
10 what they overpaid. But one who overpays knowingly
11 is not entitled to recoup because they know that
12 they were overpaying, and did not have to overpay
13 and that's the maxim of law. So according in the
14 maxim of law, we stopped the payments and to get
15 answers to the questions, which we total--- which we
16 were totally transparent. And said to them, if we
17 get answers to the questions, and we're -- they're
18 affidavits of truth, sworn to under penalty of
19 perjury, so we know that these are facts because a
20 affidavit is simply a plain statement of fact or a
21 declaration of facts. Am I correct?

22 Q You're testifying? Keep going.

23 A Oh, if I'm -- well -- so therefore,
24 after having the affidavits in and no one
25 rebutting the affidavit and also knowing in the

1 maxims of law, that an affidavit unrebutted stands
2 as judgment in commerce, and this is commerce,
3 there's -- there's the judgment. We have judgment
4 with the unrebutted affidavits. So that's the
5 reason why we're here today because we had
6 questions, no one answered the questions according
7 to the Federal Fair Debt Collection Act practice.
8 No one answered any of the questions. And by law,
9 it states they must answer the questions before
10 proceeding with any other action. The same
11 questions were sent to their attorney so maybe the
12 attorney could over--- view those questions and
13 explain to them what it was. We had no response
14 from the attorney on those questions.

15 We also sent a discovery. The attorney
16 nor the bank responded to the discovery. We also
17 sent an affidavit of obligation and no one responded
18 to that. We also sent a cease and desist for the
19 fraud. No one responded to it. I mean, if someone
20 is claiming that I have done them wrong, I'm going
21 to respond to that. I'm not going to leave it out
22 there in the air. And under their tacit consent,
23 new contracts were drawn for their nonresponse. And
24 this clearly states that new contracts were drawn
25 from their tacit consent, which would supersede the

1 old contract. Do you recall receiving -- this is on
2 the affidavit of obligation that was sent to them.
3 We also have certified nonresponses, which is really
4 an estoppel and we're relying on our estoppel as our
5 judgment here.

6 Q Anything further?

7 A Huh?

8 Q Anything further?

9 A No, sir.

10 THE COURT: Would you like to testify?

11 Has he covered --

12 MS. PARSON: Basically, the same story.

13 THE COURT: Okay. Any cross
14 examination?

15 MS. GRIGG: I just have a couple
16 questions.

17 C R O S S E X A M I N A T I O N

18 Q Mr. and Mrs. Parsons, my name is Suzie
19 Grigg, I represent Anderson Brothers Bank. I am
20 the attorney that Anderson Brothers Bank has hired
21 in this case. Did both of you sign the note?

22 A Yes, under duress.

23 MR. PARSON: Under duress.

24 BY MS. GRIGG:

25 Q What type of duress were you under?

1 MR. PARSON: It was a last minute
2 thing.

3 MS. PARSON: We needed --

4 MR. PARSON: It was on the 29th. We
5 had to have it done at that point in time.

6 THE COURT: Sir, she -- she's
7 testifying now.

8 MR. PARSON: Oh, okay.

9 MS. PARSON: We did it under duress.
10 we had to have it done. It was the 29th, and we
11 needed to have it done by the 3rd. The other bank
12 was pressing, wanted to sell. And not knowing
13 exactly what the promissory note was, and it
14 wasn't explained.

15 BY MS. GRIGG:

16 Q And the duress that was forced upon you
17 was -- are you testifying that Anderson Brothers
18 Bank held a gun to your head to force you to sign
19 the note?

20 MR. PARSON: No, we're saying we were
21 forced to --

22 THE COURT: Wait a minute. Let her
23 please, sir. Let her answer that.

24 MS. PARSON: No, we're not saying that
25 we was -- had a gun to our head being forced, but

1 the contract for the agreement -- yeah, we did
2 that for the mortgage. But the promissory note,
3 itself, was even exchange, our note for the house.
4 We never received the loan.

5 BY MS. GRIGG:

6 Q Okay. So let's talk about that for a
7 second. You say it was an even exchange. Do you
8 understand that the note evidence is the
9 obligation in the loan that was given to you to
10 purchase the house?

11 A Isn't a promissory note a bill of
12 exchange?

13 Q I'm asking you the questions.

14 A And I'm asking you, isn't a promissory
15 note a bill of exchange?

16 Q You don't get to ask me questions in
17 return.

18 A Can you repeat the question.

19 Q Yes. Do you not -- did you not
20 understand that the note was evidence for the debt
21 and the debt allowed you to purchase the house?

22 MR. PARSON: May I answer that?

23 MS. GRIGG: No. I'm asking your wife.

24 THE COURT: Let her and then I'll let
25 you answer.

1 MS. PARSON: Can he speak on my behalf
2 for -- on that question?

3 THE COURT: Go ahead.

4 MR. PARSON: The note was an exchange.
5 We did not know that the no--- what the note was
6 when we were signing the note. It was under
7 duress. We needed to have something done quickly,
8 or we would be put out of our home, which we paid
9 for -- we were paying our payments on properly
10 like we were -- like -- pardon me -- like we were
11 supposed to on time as agreed.

12 MS. GRIGG: You say the note was a bill
13 of exchange. Why would the bank accept a note but
14 not expect to be paid?

15 MR. PARSON: Well, bank -- it is --
16 it's a bill of exchange and according to
17 H.E.R. 192, we have the right to discharge debt
18 with our signatures or pay off with our
19 signatures. And the -- and the promissory note
20 discharges the debt.

21 MS. GRIGG: Let me -- where did you get
22 your research from? Did you do a lot of
23 internet --

24 MR. PARSON: Congress.

25 MS. GRIGG: -- research?

1 MR. PARSON: Congress. It's on the
2 congress website?

3 MS. GRIGG: So you did do a lot of
4 internet research?

5 MR. PARSON: On congress website.

6 MS. GRIGG: I'm asking you did you
7 do the internet --

8 MR. PARSON: Case load websites.

9 MS. GRIGG: I'm asking you did you do
10 internet research?

11 MR. PARSON: And I also used Black's
12 Law Dictionary for my maxims.

13 MS. GRIGG: You've -- you've answered
14 my question. Did you also sign the no--- the
15 mortgage?

16 MR. PARSON: I signed the mortgage
17 under duress. I did -- I did state that I signed
18 the mortgage and the promissory note but under
19 duress.

20 BY MS. GRIGG:

21 Q And, Ms. Parson, did you sign a
22 mortgage?

23 A Yes, I did under duress. But the
24 promissory note didn't have value until we signed
25 it. And we would've come and brought y'all a blank --

1 brought Anderson Brothers Bank a blank promissory note,
2 we wouldn't have gotten the loan. It didn't have any
3 value until we signed it.

4 Q And you did sign it therefore giving it
5 value.

6 MR. PARSON: Exactly. Therefore, it
7 was a fair exchange.

8 MS. PARSON: Our note for the house.

9 MR. PARSON: Our value for theirs.

10 MS. GRIGG: But you -- I'm not going to
11 testify. I have nothing further, Your Honor.

12 THE COURT: You know, it's apparent to
13 me that you folks have spent a lot of time on the
14 internet. And you get a gold star for making a
15 diligent effort without any legal training or
16 legal background. You -- you've worked hard. I
17 recognize that. But I've got a little piece of
18 paper upstairs about the size of this legal pad.

19 MR. PARSON: Uh-huh.

20 THE COURT: And it's a quote that, I
21 think, was in the Charleston News and Courier
22 probably 20 years ago. And it was quoting my old
23 friend, Dwayne Shuler, who is now a retired court
24 of appeals judge. And it was quoting him when he
25 was on the circuit bench trying a case down in

1 Charleston County. And I can't remember the name
2 of the lawyer that was representing the defendant,
3 but he was an old hunting buddy of the judge's.
4 They hunted together.

5 MR. PARSON: Uh-huh.

6 THE COURT: If my memory is right. And
7 the fellow had gone on and on apparently, and
8 finally Judge Shuler told him, he said, Mr. so and
9 so, I don't know what it means in
10 Charleston County, but in Williamsburg County,
11 when you sign a promissory note, that means you're
12 going to pay the bank back the money.

13 Well, I think it's common knowledge in the
14 State of South Carolina, when you sign a
15 promissory note, that you've got to pay the bank
16 the money that's called for under the note. Now,
17 when a bank loans money and -- and takes a signed
18 note and receives the note and receives the
19 mortgage of the property being purchased, or
20 sometimes it's property people already own, under
21 the terms of all of the notes and mortgages,
22 they -- they rightly expect to receive the
23 payments as called for under the notes. Now, the
24 only logical explanation that I can conceive of is
25 based on the payment schedule, exhibit -- whatever

1 it was -- a copy or which I'm looking, it looks
2 like you made one, two -- one, two, three, four,
3 five, six, seven, eight, nine payments, I believe,
4 Mr. Anderson.

5 THE WITNESS: Yes, sir.

6 THE COURT: And then just stopped.

7 MR. PARSON: Yes, sir.

8 THE COURT: So apparently -- or to me
9 the logical conclusion for me to -- to think is
10 that at some point, you knew you had to make
11 payments. That you weren't just going to sign a
12 piece of paper and -- and the bank will go pay for
13 the house or the lot and not get paid back. I
14 mean --

15 MR. PARSON: Well, they got paid at
16 closing.

17 THE COURT: That -- that makes no --
18 that makes absolutely zero sense. Now, do you
19 have a copy of the deed?

20 MR. PARSON: No, sir. I don't have a
21 copy of the deed.

22 THE COURT: Well, the mortgage, I
23 happen to notice in Exhibit B, says that -- it
24 describes a lot 34 on a map of Quail Roost
25 Subdivision, Phase One.

1 MR. PARSON: Yes, sir.

2 THE COURT: And it goes on to say, this
3 is the same property conveyed to the mortgagors,
4 that's you two folks, by deed from F.B.S.A. 1,
5 L.L.C. dated March 28, 2012, recorded
6 March 28, 2012, in Volume 195239. Now, I don't
7 know whether that's a correct derivation clause or
8 not. But --

9 MS. PARSON: Was the promissory note
10 recorded, too?

11 THE COURT: Promissory notes are not
12 recorded in South Carolina, the mortgages are.

13 MR. PARSON: Why not? Why wouldn't the
14 promissory note not be recorded, sir?

15 THE COURT: They're not required to be
16 by law in South Carolina. The mortgage -- the
17 mortgage has to be recorded with the clerk of
18 court.

19 MR. PARSON: Well, wouldn't the
20 promissory note be proof of the consideration
21 given from our -- on our behalf?

22 THE COURT: The mortgage sets out the
23 terms of the note, so that -- that is what's
24 recorded. I'm not the legislature. I just have
25 to interpret it. And that's -- that's -- that was

1 a law long before I became a -- a lawyer. Now --

2 MS. PARSON: What's the difference
3 between a promissory note and federal reserve
4 notes? Aren't both of them a promise to pay?

5 MR. PARSON: It doesn't say that the money.
6 It says the the --

7 THE COURT: Federal reserve notes --
8 well, sometimes, it's marked on these things;
9 isn't it, Mr. Anderson? But that's an obligation
10 of the government.

11 MR. PARSON: To pay.

12 THE COURT: A promissory note -- for
13 instance, if -- I don't know, I've got about 30 or
14 40 dollars here probably. If I loaned you this
15 money --

16 MR. PARSON: Uh-huh.

17 THE COURT: -- and my secretary brings
18 down a note and I fill out the blanks and you sign
19 it and give you the money, I doggone well expect
20 to be paid back.

21 MR. PARSON: But if -- but if -- I'm
22 glad you state that, sir. So let's do -- let's --
23 let's make this. If I promise you to loan you
24 some money, right?

25 THE COURT: Uh-huh.

1 MR. PARSON: You come to me with, say,
2 your watch. And you want to put your watch up and
3 say -- for collateral and say that this is 10,000
4 dollars right here. I need a 10,000 dollar loan.

5 THE COURT: That isn't a 10,000 dollar
6 watch --

7 MR. PARSON: For -- for an example --
8 for an example, it's a 10,000 dollar watch --

9 THE COURT: That Times didn't cost
10 10,000 dollars.

11 MR. PARSON: It's a 10,000 dollar
12 watch. I need a 10,000 dollar loan.

13 THE COURT: Okay.

14 MR. PARSON: I take your watch. I go
15 and sell your watch for 10,000 dollars. Come back
16 to you and give you that same 10,000 dollars and
17 tell you it's a loan and you owe me principal and
18 interest.

19 THE COURT: You're getting into pawn
20 shopping.

21 MR. PARSON: But that's, basically,
22 what they did with the promissory note. They
23 deposited the promissory note. The promissory
24 note funded the loan.

25 THE COURT: You deposited --

1 MR. PARSON: So if my promissory note
2 funded the loan --

3 THE COURT: You deposited the
4 promissory note with them by executing the
5 promissory note.

6 MR. PARSON: Sir --

7 THE COURT: If you want to use the term
8 deposit, but you executed and delivered --
9 delivered the note to them and --

10 MR. PARSON: They deposit---

11 THE COURT: -- and then -- and you
12 signed the mortgage, and that is a security
13 instrument securing the note --

14 MR. PARSON: Yes.

15 THE COURT: -- and you had that
16 delivered to them. So, you know, based --

17 MR. PARSON: So would they deposit --

18 THE COURT: -- on the testimony I've
19 heard this afternoon, unless there's something
20 different, I don't like having to take people's
21 houses from them. When it comes to commercial
22 property or rental property, I have different
23 feelings. But you folks stated earlier, you
24 occupy the property, and it's never been my --
25 my -- any fun for me to -- to take or see a bank

1 take somebody's house. But when they loan money,
2 they're entitled to be paid, and if they're not
3 paid, they're legally entitled to foreclose it,
4 and have the property sold.

5 Now, as of this afternoon at 3:00 on the
6 29th day of July, you're the owner of that
7 property. You can sell it and let -- have them
8 pay it off, or you can strike a deal with them for
9 a new agreement or new loan if they would do so.
10 I don't know that they would. I can't make them
11 do it anymore than I can make you agree to it. Or
12 you can sit back and do nothing, and -- and it
13 will be sold on the courthouse steps over in --
14 over there in Marion County. Now, until it's
15 struck off there at the back entrance of the
16 Marion County Courthouse, it's still your
17 property. It's got a lien on it to his bank.
18 There's a debt due his bank.

19 I feel sure and I'm confident I'm
20 correct in saying this that Anderson Brothers Bank
21 would be glad for you just to pay it off, the debt
22 off, and would satisfy the note, satisfy the
23 mortgage. And you can take the mortgage to the
24 Clerk of Court, and have it marked satisfied in
25 the records. I feel sure they'd be glad to do

1 that. Whether they would be willing to sit down
2 with you and work out a modification and a -- and
3 a new loan to replace this and start all over, I
4 have no earthly idea.

5 But I know what I would do if I were
6 you. I would go sit down with Mr. Rivers Anderson
7 or one of the other loan officers and say, hey,
8 I've done got myself -- or we got ourselves in
9 this -- in this situation, what's the chance --
10 what's the chance of working something out? Now,
11 it's purely up to whatever y'all can negotiate if
12 anything. There's no obligation that they would
13 have to do that. There's no obligation that you
14 would have to go do that, but there's always that
15 possibility.

16 And in the meantime, as I say, you're
17 the owner of the property. You could go to a
18 different bank and say, I need to borrow -- he
19 could provide you with whatever date to pay it
20 off, and go borrow that from somebody else and pay
21 the debt off and start over with a different bank.

22 Now, I ain't -- I can't le--- can't give
23 you legal advice, but those are commonsense
24 approaches that I can tell you about. One other
25 thing I can tell you is, there are sharks out

1 there. And the reason I say that, I had a lady
2 come in to see me this morning and, bless her
3 heart, she has paid almost 5,000 dollars to
4 somebody that was supposedly going to help her
5 work out her problem with one of the big major
6 banks, and they ain't done a doggone thing. They
7 took her money and that's all.

8 MR. PARSON: Oh, man.

9 THE COURT: But there is an
10 organization out there that is real good -- and
11 I've forgotten now the total debt figure a while
12 ago.

13 MS. GRIGG: It's a little over of
14 20,000 dollars.

15 THE COURT: Loans in that size are
16 loans that I think they can work with real well.
17 There's something called South Carolina Help. I
18 don't know whether you've heard of it.

19 MR. PARSON: No, sir.

20 THE COURT: It's a very legitimate
21 program. After the hearing, I can give you --
22 tell you -- there's an office three blocks from
23 here, and I'll give you a lady's name there that
24 you can go talk to. But it may be through
25 South Carolina Help, you can get the help you need

1 to resolve this problem also. But I'll tell you
2 about that after the hearing and tell you where
3 they are and give you the name of the lady that I
4 would ask to talk to.

5 MR. PARSON: Yes, sir.

6 THE COURT: Now, Ms. Grigg, I'll be
7 glad to entertain a proposed order and notice of
8 sale and that will conclude the hearing.

9 MS. GRIGG: Thank you, Your Honor. And
10 I did -- I failed to enter into Exhibit A the pay
11 history that Mr. Anderson testified to earlier.
12 If we could have that admitted as Exhibit E,
13 Plaintiff's Exhibit E.

14 THE COURT: So admitted.

15 (Whereupon, at 5 p.m. the
16 foregoing hearing was concluded.)

1 CERTIFICATE OF REPORTER
2 STATE OF SOUTH CAROLINA
3 COUNTY OF Florence
4

5 I, Roger R. Williamson, Court Reporter and
6 Notary Public for the State of South Carolina, do
7 hereby certify that the foregoing transcript
8 contains a true record of the said proceedings.

9 I further certify that I am neither attorney
10 nor Counsel for, nor related to or employed by any
11 of the parties connected to the action, nor am I
12 financially interested in the action.

13 Witness my hand at Florence, South Carolina,
14 this the 9th day of September, 2013.

15
16
17
18 _____
19 ROGER R. WILLIAMSON
20 My Commission Expires:
21 March 1, 2022
22
23
24
25

PROOF OF SERVICE

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

[In The Supreme Court]

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SC Court of Appeals

APPEAL FROM MARION COUNTY

Court of Common Pleas

Thomas A. Russo, Circuit Court Judge

Case No. 2013-CP-33-00306

Appellant Case No. 2018-002061

Anderson Brothers Bank

Respondent,

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, Of whom 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.

Appellants,

We certify that we served the foregoing Record on Appeal in this case by depositing a copy of it on the date shown below in the United States Mail, postage prepaid addressed as follows:

Cc:

Suzanne Grigg

Post Office Drawer 2426

Columbia, South Carolina 29202

Jenny Abbott Kitchings

Court of Appeals Clerk of Court

P O Box 11629

Columbia, South Carolina 29211

May 6, 2019

Respectfully submitted,

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