

The State of South Carolina
In The Court of Appeals
Appellate Case Number #2020-007102
Appeal From Charleston County 20020 *CP-10-00354
Mikell R. Scarborough, Master In Equity Judge
Appellants Initial Brief

Rashawn L Dawson
Sanguinette Elmore
Tyehimba Salim Grant Amar Bey

Appellants, Plaintiffs

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

Respondents Defendants

RECEIVED

DEC 03 2021

SC Court of Appeals

Appellants
Rashawn L Dawson, Sanguinette Elmore
Tyehimba Salim Grant Amar Bey
c/o P.O. Box 40755, North Charleston
South Carolina 29423

(843)-224-6392

Introduction

Appellant Rashawn L. Dawson, Sanguinette Elmore, and Tyehimba Selim Grant, will be referred to as appellants. References of record shall be designated a ~~R~~"R" as set forth in record on appeal transmitted by the Clerk of the lower Court.

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

References to Transcript of Hearing April 5, 2021 will be ~~but~~ respectively designated as ~~Hearing~~ "CTR²"

Also Judgment From Hearing on April 5, 2021 will be referenced ~~as~~ as "JTR²"

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

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Table of Authorities, with of Exceptions

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- The Bible Standard King James
- Equity Jurisprudence Volume 1 - V 1905 by John Norton Pomeroy, Jr
- Suits in Chancery 2nd Edition 1907 By Henry R. Gibson
- A practical Treatise on the Law Of Trusts Vol. 1-8th Edition 1888 By Frederick Albert Lewin
- A Treatise on the Law of Trusts and Trustees by Julius Ware Perry 1872
- Gilbert Law Summaries Trusts 13th Ed 2007 By Edward C Hallbach Jr
- A Treatise on Conveyancing & the Law of Merger. Vol III By Richard Preston 1829
- Commentaries on Equity Pleadings 10th Ed 1892 By Joseph Story.
- Federal Procedure at Law 1908 C.L. Outing
- General Rules of the Supreme Court of the United States 1884 Samers A. Blatchford
- Maxims of Equity
 - Equity Regards done what ought to be done
 - Equity will not suffer a wrong to be without a remedy
 - Equity Acts Specifically, and Not by way of Compensation
 - when Chancery Equity has jurisdiction for one purpose. it will take jurisdiction for all purposes
 - Equity delights in Equality
 - Equity imputes an intent to full fill an obligation
 - Equity delights to do justice and not by halves
 - Equity acts in personam
 - Equity abhors a forfeiture
 - Equity does not require an idle gesture
 - Equity shall take jurisdiction to avoid a multiplicity of suits
 - Equity follows the law
 - Equity shall not Allow a Statute to be used as a cloak for a fraud
 - Equity will undo what fraud has done
 - Equity will not allow a trust to fail for want of trustee

continues →

- Equity looks to the intent rather than form
- Equity requires Diligence, Clean Hands and Good Faith
- Equity regards the beneficiary as the True owner
- Equity will not aid a volunteer
- Equity will not Perfect an Imperfect Gift
- Equity comes to the aid of the legally disabled
- Superior Equity shall always Prevail: Where there are Equal Equities
- The Law shall Prevail, otherwise Priority shall Prevail
- *Haereditas Deo facta, non homo*, God and not man make the heir
- *Haeres est eadem persona cum antecessore*, The Heir is the same person with the ancestor
- *In restitutionem, non in poenam haeres succedit*. The heir ~~is~~ succeeds to the restitution and not the penalty
- The heir and his ancestor are one and the same person. That is, one in right, the heir succeeding to the rights of his ancestor just as the King never dies

The State of South Carolina

In the Court of Appeals

Appellate case number # 2020-007102

Appeal from Charleston County

CP 2020CP1000354

Mikell R Scarborough Master In Equity Judge

Statement of Issues on Appeal

Statement of

Issues on Appeal

Notice of Objections

Deutsche Bank National Trust
Company as Indenture Trustee
For New Century Home Equity Loan
Trustee Successor

v Respondents

Appellants

Rishawn L Danson
Sanguinette Elmore
Tychimba Salim Grant Amer

Affidavit and Notice of Objections

1. Appellants object to the finding of Facts whereas Deutsche Bank and its trustee never properly served Rashawn L Dawson or Sanguinette Elmore any Lis Pendens or any paperwork pertaining to a mortgage foreclosure thus the courts never had proper Jurisdiction to Proceed in the foreclosure as none of the Appellants were ever served or serviced hand to hand. As Stated on Page 1 2 of the Master in equity order for foreclosure fact number 3.
2. Veronica Dawson being the original mortgagor Rashawn L Dawson Sanguinette Elmore now Tyehimba Salim Grant Amar Gay Expressed an affidavit prior to the foreclosure sale that intent of the Note was to satisfy the mortgage and the rents title and interest be returned to the true owner. Equity imputes an Intent to fulfill an obligation. Equity sees the beneficiary as the true owner. pg 2 fact # 7
3. Veronica Dawson never waived her right to the equity of redemption under the rules of exclusive equity. Upon the delivery of the note ~~an~~ trust was created due to the exchange of collateral. ~~Appellants are the benefi~~ Appellants Tyehimba Salim Grant Amar Gay is the beneficiary of that trust as expressed without objections at the hearing on April 13, 2021 April 5, 2021

4. Appellants object to Deutsche Bank ever being a real party of interest as Deutsche Bank was assigned the note on a statutory assignment. Deutsche Bank never gave valuable consideration. Deutsche Bank is a mere volunteer attempting to claim equitable interest in the note. Equity will not aid a volunteer.
Fact 15 pg 3

5. Appellants object to being barred of the equity of redemption. As the equity of redemption lies against a king and is a right that is inseparable from a mortgage in exclusive equity.
(see conclusion of law page 5 number 5)

6. Appellants object to being in default as ~~the~~ intentional default came about ~~to~~ due to poverty and financial hardship

7. Appellants object to sale of the property proceeding as a tender of payment was ~~not~~ delivered and executed to Deutsche Bank and their trustee the credits were never appropriated

~~As~~ →

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

- ↳ Whereas on Page 7 of the Transcripts an admission of A private trust was entered into the record The courts or Deutsche Bank trustees did not disclaim the trust.
- Equity sees what ought to be done as done

Statement of Issues Page 7

on Appeal

- Should the person who funded the loan also pay the loan back.
- What was the consideration That Deutsche Bank Gave for the note or the mortgage.
- Deutsche Bank ~~and~~ National Trust Company ^{Trustee} for New Century Home equity loan trust 2005-2 are all volunteers operating from a Statutory assignment
- It was the intent of the original mortgagor that the note pay the mortgage in full
- Deutsche Bank National Trust Company as Trustee for New Century Home equity loan 2005-2 along with its Trustees and Ryan Pasquini clogged Appellants Equity of Redemption
- Equity will undo what Fraud has done
- Equity will not allow a statute to be used as a cloak for fraud
- Appellants Rashawn L Dawson, Tychimba Salim Grant Amar Bey and Sanguinette Elmore have declared an absolute deed to be an equitable mortgage

Statement of issues Page 8
on Appeal Continued

- Tychimba Salim Grant ^{Amar Bey} is the Sole exclusive beneficiary to the Veronica Dawson Estate
- Tychimba Salim Grant Amar Bey is entitled to all the rent title interest derived from the mortgage, the note and the collateral exchanged including all Transactions with World Mortgage Group LLC, New Century Mortgage Corporation and Deutsche Bank National Trust Company as Indenture Trustee. For New Century Home Equity Loan Trust 2005-2 and all assignees and successors involving Veronica Dawson and The Veronica Dawson ESTATE.
- Tychimba Salim Grant Amar Bey has accepted and acknowledged the Deed of Distribution Recorded Februar 25, 2019 Deed Book 779 page 291 and has given Lawful consideration of ~~\$~~ one dollar US mint coin to Pass title along with the property as the grantee

Statement of Issues ^{Page 9} on Appel

- The Knot that fraud ties equity delights to untie
- An equity of redemption is inseparably connected with a mortgage. As long as the instrument is one of security the borrower has in a court of equity a right to redeem the property
- It was the intent of the original mortgagors Veronica Dawson and Her Heirs and Successors that all document collateral and signatures in connection with the mortgage given to World Group Mortgage LLC were to be on special deposit ^{granted}
- In a court of equity a mortgage is regarded as a mere incident to and security for the debt not as the conveyance of an estate. The mortgagor is held to be the true owner of the rents and profits received before foreclosure

Statement of the issues ^{page 10} On Appeal

- Ryan Pasquini refused the tender and did not appropriate the credits for the account to be settled which hereby led to appellants losing possession of the house
- Deutsche Bank Refused the tender hereby discharging the debt refusal of tender is discharge (see page 10-12)
- The courts of Common Pleas was given a tender for the mortgage in which they refused to perform and appropriate the credits for the mortgage hereby resulting in appellants loss of possession
- Ryan Pasquini acting as Trustee for the bank never delivered the tender which was prior to the sale of the property
- Tender Law was made for the Stamp Duties act ~~1863~~ 1863 and ~~Excise Tax~~ Excise Tax

- The State of South Carolina pg 11

- In The Court of Appeals

- Appellate Case Number #2020-001702

- Appeal From Charleston County

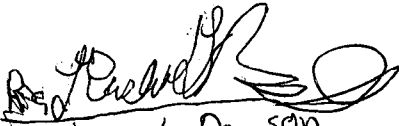
- Mikell R. Scarborough Master In Equity Judge

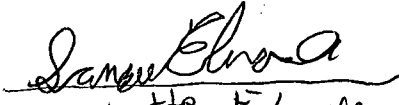
Cas. No. 2020CP1000354 AFFidavit of Notice of Refusal of Tender

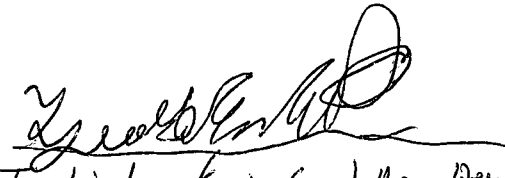
Deutsche Bank National Trust Company as Indenture Trustee for New Century Home Equity Loan and all its assignees and successors Hear Ye This is notice and affidavit that Deutsche Bank National Trust Company as indenture trustee for New Century Home Equity Loan and their trustee Ryan Pasquini refused to perform upon the tender of payment that was delivered to him

Prior to the ~~sale~~ foreclosure sale of the property located 2622 Ferrara Drive North Charleston

SC, 29405. December 16, 2020 is when the tender was delivered. Under the Rules of Equity Refusal of tender is discharge. Ryan Pasquini and Deutsche Bank did not appropriate the credits.


Rashawn L. Dawson


Sangwinette Elmore


Tyehimba Salim Grand Amar Bey

c/o P.O. Box 40755
North Charleston)
South Carolina 29423

RILEY
POPE &
LANEY

LAW

South Carolina | North Carolina

South Carolina Office:

Riley Pope & Laney, LLC
2838 Devine Street
Columbia, SC 29205
Phone: 803.799.9993
Fax: 803.239.1414
www.rplfirm.com

December 18, 2020

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

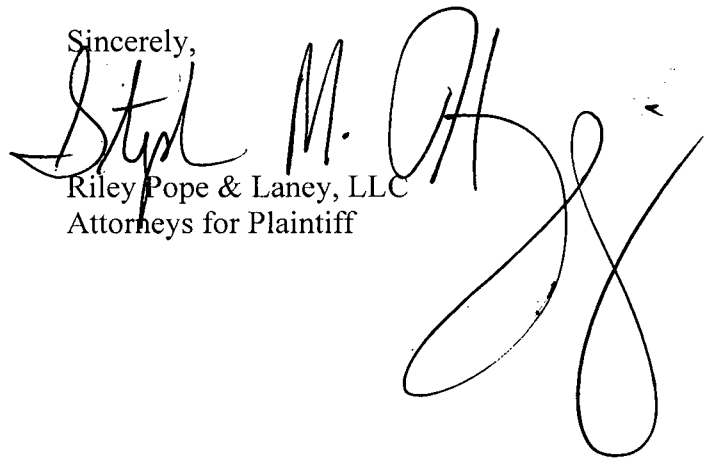
Re: Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home Equity Loan Trust 2005-2 vs. Rashawn L. Dawson aka Rashawn Lamon Dawson, Individually, and as Personal Representative of the Estate of Veronica Dawson, et al.
Calendar No.: 2020-CP-10-00354
Our File No.: 4043.03519

Dear Ms. Dawson:

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

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

Sincerely,



Riley Pope & Laney, LLC
Attorneys for Plaintiff

/crt
Enclosures

Private Tender

Page B

Be it known that heirs of Veronica Dawson and the Veronica Dawson Estate hereby make tender of Payment on behalf of the defendants of case # 2020 CP-100354 City of North Charleston to settle all debts and claims against the beneficiaries of this instrument in full upon acceptance for credit on account Eighty thousand Dollars. This tender is for full satisfaction and accord. Refusal to fulfill this obligation will result in breach of trust and a discharge of the alleged debt this tender is on behalf of Rashawn L Dawson, Benzwinette Lemore, Veronica Dawson Estate, Tychimba Salim Grant Amari B

memo: Ryan Pasquini
 you are appointed as
 fiduciary trustee in good
 faith to deliver this tender
 to Deutsche Bank in relation
 to settle all debts for Rashawn L Dawson,
 Benzwinette Lemore, Tychimba Salim Grant Amari B,
 Veronica Dawson, Veronica Dawson Estate
 This tender for valuable consideration shall extinguish
 all debts in regards to case # ~~2020 CP 100354~~
 + case 2020 CP 1000354

statement,
 of intent,
 discharge fulfill obligation
 extinguish all debts for benefit
 of the defendants in the case
 # 2020 CP 1000354
 lawful consideration

Special Deposit



To: This tender is made to
 Ryan Pasquini on special deposit
 to give to Deutsche Bank
 in regards to case # 2020 CP-100354
 for valuable lawful consideration of all debts owed arising from
 case # 2020 CP-1000354
 please return the W9 form attached so the
 taxes may be assessed. Your silence is acceptance
 and acquiescence

P
 I
 4
 6
 5
 3
 5
 0
 4
 6
 2



Amount: Eighty thousand dollars

UNITED STATES POSTAL SERVICE

POSTAL MONEY ORDER

Serial Number: 26903825695

Post Office: 294190

U.S. Dollars and Cents: \$21.00

Twenty One Dollars and 00/100

Pay to: Deutsche Bank National Trust Company Attn: Ryan Pasquini

Address: case # 2020 CP 1000354 to settle all debts and claims in full upon acceptance

Address: P.O. Box 40755 North Charleston South Carolina 29423

Memo: per section 36-3-602(1) Special Deposit UCC 3-303

SEE REVERSE WARNING - NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

26903825695

Notice of Tender Pas 13 Pt 2

One who has an interest in Property is not a stranger and can make a valid tender to prevent a ~~straw~~ foreclosure of an encumbrance on Property

A tender may be made by an authorized agent as by the debtor himself

It is said of a tender

It need not be made by a defendant personally and if made by a 3rd party ~~to~~ at his request it is sufficient

page 14

Certificate of Service

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

The State of South Carolina page 15
In the Court of Appeals
Appellate case number #2020-007102
Appeal from Charleston County
Mikell R Scarborough Master In Equity Judge
Motion For Hearing with Master
to Enter Private Proprietary information on the
Record

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


Respondent / Defendant

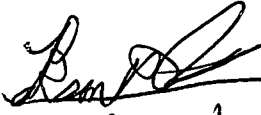
Resham L Dawson
Sanyibette Elmore
Tyehimba Salim Grant Amos Bey


Appellants / Plaintiff

Appeal for Charleston County Case # 2020-007102
Motion For Hearing with Master to enter private
proprietary information on the record

Appellants Rashawn L Dawson, Sanguinette Elmore,
Tyeimba Selim Great Amar by new coming
with clean hands motion the courts to have
an evidentiary hearing with the master so
that private proprietary information may be
entered into the records.


Tyeimba Selim Great Amar by


Rashawn L Dawson


Sanguinette Elmore

Tyeimba by 843-224-6392

c/o P.O. Box 40755 North
Charleston South Carolina
29423

June 14, 2021

The State of South Carolina
In the Court of Appeals

Appellate case Number # 2020-007102

Appeal from Charleston County

Mike H R Scarborough Master in Equity Judge

Motion to enter new evidence under the Rules of Equity

Motion to enter new evidence and Rules of
Equity

Respondents/Defendants

Appellants/Plaintiff

Respondent

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

Hashawn L Dawson

Sanguinette Elmore

Tyehimba Salina Grant Amer Bey

Page 17

June 14, 2021


The State of South Carolina Page 18


Appeal from Charleston County

Motion to enter new evidence under the Rules of Equity
Case 2020-00702

The Appellants Rashawn L Dawson, Sanguinette Elmore, Tyehimba Salim Grant Amor Bey. Motion to enter new evidence under the Rules of Equity. On April 5th there was a hearing where Judge Mike H Scarborough master in Equity. Granted Tyehimba Salim Grant Amor Bey motion of Joinder to join the case. We pray that the court of Exclusive Equity under the constitution allow all ~~the~~ evidence on special deposit be seen heard and examined. evidence

Page 18


Tyehimba Salim Grant Amor Bey


Rashawn L Dawson


Sanguinette Elmore

Tyehimba Bey
843-224-6392

c/o P.O. Box 40755 North Charleston
South Carolina 29423

Certificate of Forgiveness

Page 19

Appellants pray that the court "forgive us our debts, As we forgive our debtors." It was not our intent to forfeit the mortgage and abandon the res. "Father forgive them they know not what they do".

NOTICE OF TENDER
For Special Deposit ONLY

VEUTSCHE BANK
VS
RASHAW & DAWSON
Tychinba Salim Gar Am
Bey
Sanguinette Elmore

RF 434 242 212 US
CASE 2020CR-10-00354

Page 20

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



R 19953770 A

[Handwritten signature]

Notice of Tender for Stamp Duties Act 2017

Comes now Tyehimba Salim Grant Amar Bey Present
this Tender of Payment for the Stamp Duties Act in relation to
any and all Transactions involved in Case # 2020 CP-10-00354 also in
connection with The mortgage transaction ~~and~~ and all mortgage
transaction or any and all transaction in relation to the now Deceased Veronica
Dawson and The Veronica Dawson Estate for the benefit of the beneficiaries
and said Heirs successors of Veronica Dawson and the Veronica Dawson Estate.
This Tender is to appropriate the credits and return them to the beneficiaries
Heirs and lawful owners of the transaction.

Page 2 of 2

Notice of Conflict of Interest

Expt 3

Herein Comes Tychimba Salim Grant Amur Bay along with Rashawn L Dawson

and the Heirs of the Veronica Dawson Estate and Sanginette Elmore, and the Deutsche Bank National Trust Company as Indenture Trustee and King Chen LLC.

This conflict arise from a transaction where said property at 2622 Ferrara Drive North Charleston South Carolina was conveyed to Tychimba Salim Grant Amur Bay

for lawful consideration of a dollar coin a dollar stamp and a silver certificate. There are several conflicts that arise out of a foreclosure sale

in which King Chen LLC allegedly purchased a property that is in possession of Tychimba Salim Grant Amur Bay. As all

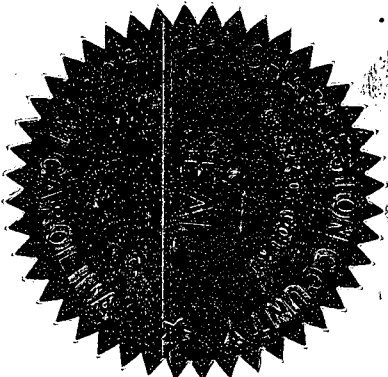
Page 20 pt 3

STATE OF SOUTH CAROLINA OFFICE OF THE CLERK OF COURT NINTH JUDICIAL CIRCUIT CHARLESTON COUNTY	EXEMPLIFICATION
--	------------------------

I, Julie J. Armstrong as Clerk of Court for Common Pleas and General Sessions in and for the County of Charleston, South Carolina, legal custodian of the records, documents, and papers of, or appertaining to said Court, and on file or of record in the office of said Court, certify that the attached copies of the documents described below are true and accurate reproductions of the originals now on file in this office.

Docket or Judgment Roll Number 2020-CP-10-0354

Deutsche Bank National Trust Company Trustee VS. Rashawn L Dawson

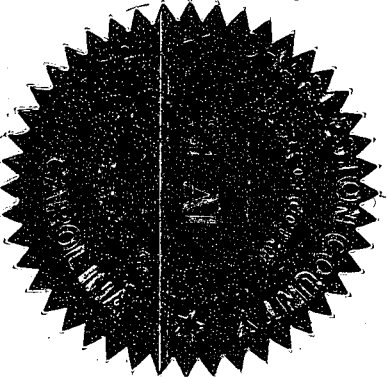


Date: 1/19/2021
Signature: <i>Julie J. Armstrong</i>
Julie J. Armstrong

As a Presiding Judge of said court, I certify that the signature appearing above is that of the Clerk of Court for Charleston County, who is duly sworn. I further certify that the seal affixed to the certificate appearing above is the seal of this court and that it has been used here in good form by the proper officer.

Date: 1/19/2021
Signature of Judge: <i>[Signature]</i>

As Clerk of Court for Charleston, South Carolina, I certify that the signature appearing above is that of a duly sworn judge of said court, duly commissioned and qualified.



Date: 1/19/2021
Signature: <i>Julie J. Armstrong</i>
Julie J. Armstrong

Deed and Certificate of Acknowledgment and Acceptance of Deed

I Tyehimba Salim Grant Amar Bey the living man am recorded as Grantee for the real estate described on the attached certified copy of the original deed herein attached.

It is my freewill act and deed to acknowledge and accept my acceptance of the property in fee simple absolute. I ask that the record on file in the office of the register of deeds be updated to show my acceptance of the deed and ^{land}owner of the real estate. Hebrews 10:24-25

FILED
2021 JAN -8 PM 12:32
JULIE J. ARMSTRONG
CLERK OF COURT

Tyehimba Salim Grant Amar Bey

Lequan Coleman Heyward Jerry Adams
Lequan Coleman Heyward Jerry Adams
witness 1 witness 2

Tyehimba Salim Grant Amar Bey
This my free will act and deed under my hand and seal

Tyehimba Salim
County of Charleston,
State of South Carolina

This date January 6, 2021 appeared before me personally Tyehimba Salim Grant Amar Bey, to me known to be the living man described in and who executed the foregoing instrument and acknowledged before me that executed the same as his freewill act and deed.

Cleveland B. Dingle Jr
NOTARY PUBLIC, SOUTH CAROLINA
MY COMMISSION EXPIRES
01 April 2023

Cleveland B. Dingle Jr
NOTARY PUBLIC, SOUTH CAROLINA
MY COMMISSION EXPIRES
01 April 2023

ATTEST: A TRUE COPY
JULIE J. ARMSTRONG (SEAL)
CLERK, C.P., S.S. & F.C.
By [Signature]
DEPUTY CLERK

10018249



BP0910248

PGS:

5

Pg 29

Deed of Conveyance For Personal Property Real Property

State of South Carolina
County Of Charleston
Aug 23, 2020



Know all Men By These Presents:

That the maker of this instrument Rashawn L Dawson and Sanquinetta Elmore ~~is the~~ ^{Sanquinetta Elmore} ~~name of Veronica Dawson and the Veronica Dawson Estate.~~ I Rashawn L Dawson. as heir and Beneficiary a true bona fide owner in fact hereby grant and convey the deed and deed of transfer all title, equitable title, legal titles, absolute ownership rights, bona fide rights all rights and interest to the following said property in Honesty Equity and in good faith to Tyehimba Salim Grant Amar Bey in Lawful consideration for the sum of one dollar and zero cents one lawful coin of the United States the property description is as follows ^{*Grantees Address} 2622 Ferrara Drive, Charleston South Carolina 29405 All that Certain Piece, parcel or lot of land, together with the buildings improvements thereon, situate, lying, and being in Charleston County, South Carolina known and designated as Lot 277, Block V on a plat of the subdivision known as Dorchester Terrace -Sec. #3 which plot is duly recorded in the RMC Office for Charleston County in Plat Book F at Page 119. The said lot in general having such size, shape and dimensions, more or less, as a reference to the said plat will more fully appear. and being bounded as shown on said plat. BEING the same property conveyed to the Grantors herein by Deed of Distribution recorded December 6th 1996 in book 0277 at page 645, RMC office for Charleston County, South Carolina Said Deed of Distribution. Tax Map Number : 4116000300 I do also hereby affirm in good faith honesty and equity that Tyehimba Salim Grant Amar Bey is a beneficiary and true heir in fact of by blood relation of Veronica Dawson and the Veronica Dawson Estate and by possession of the above described property of Veronica Dawson and the Veronica Dawson Estate We hereby acknowledge and affirm the fact Tyehimba Salim Grant Amar Bey is the executor of the estate to have and hold the personal property above described as well as all land air and mineral rights unto Tyehimba Salim Grant Amar Bey his heirs, executors, administrators and assigns, signed sealed and delivered in the presence of

Tyehimba Salim Grant Amar Bey
~~Witness~~ Beneficiary claimant rightful heir

SANQUINETTE ELMORE
Grantor Beneficiary Sanquinetta Elmore

[Signature] Grantee A.R.R.
~~Witness~~ Beneficiary claimant rightful heir

Rashawn Dawson
Grantor Beneficiary Rashawn Dawson

Witness LeQuana Tashawn Colson - Hyland
J.P. Ch. - Hyland

Cleveland B. Dingle Jr
Notary Public
South Carolina

Witness [Signature] Adrian

My commission expires
01 April 2023

Plat Book F - 119

63751001

State of South Carolina

County of Charleston

The foregoing document was acknowledged before me by its maker.

Date: 26 August 2020

Sanguinette Elmore
Sanguinette Elmore
Grantor

[Signature]
Signature of Notary

Expiration date: 01 April 2023



637851001

State of South Carolina

County of Charleston

The foregoing document was acknowledged before me by its maker.

Grantee: Tyehimba Salim Grant Amar Bey

[Signature] grantee or

Grantee

Date: 26 August 2020

c/o 7934 Red Birch Circle
North Charleston, South Carolina
[29418]

[Signature]

Signature of Notary

Expiration date: 01 April 2023

Being the same property conveyed to
Rashawn L. Dawson and Sanguinette Elmore
by deed of Estate of Veronica Dawson dated
February 16, 2019 and recorded February 25, 2019
In the ROD Office for Charleston County in book
0779 page 291

63785/001

STATE OF SOUTH CAROLINA }
COUNTY OF Charleston }

AFFIDAVIT FOR EXEMPT TRANSFERS

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 located at 2622 Ferrara Drive, North Charleston, South Carolina, 29405
bearing Parcel ID 4111600300 County Tax Map Number Plotbook F-119,
was transferred by Rashawn L Dawson and Sanguinette Elmore
to Tyehimba Salim Grant Amar Bey on
August 23, 2020

3. The deed is exempt from the deed recording fee because (See Information section of affidavit):
Exemption # 4

If exempt under exemption # 14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes or No

4. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as:
Grantee, Tyehimba Salim Grant Amar Bey

5. I understand that a person required to furnish this affidavit who wilfully 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.

Tyehimba Salim Grant Amar Bey
Responsible Person Connected with the transaction
Tyehimba Salim Grant Amar Bey
Print or Type Name Here

Sworn this 26th Day of August 2020

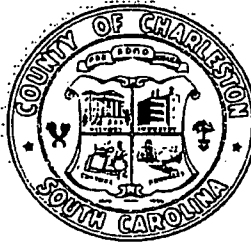
Chester B. Dingle Jr.
Notary Public for South Carolina

My Commission Expires: 01 April 2023

637851001

pg 29

RECORDER'S PAGE



NOTE: This page **MUST** remain with the original document

Filed By:

COUNTER CUSTOMER
TYEHIMBA BEY
2622 FERRARA DR
CHARLESTON SC 29405

RECORDED		
Date:	August 27, 2020	
Time:	1:40:20 PM	
Book	Page	DocType
0910	248	Deed
Michael Miller, Register Charleston County, SC		

MAKER:

DAWSON RASHAWN AL

of Pages: 5

Note:

RECIPIENT:

BEY TYEHIMBA S G A

Recording Fee	\$ 15.00
State Fee	\$ -
County Fee	\$ -
Extra Pages	\$ -
Postage	\$ 1.00
Chattel	\$ -
TOTAL	\$ 16.00

Original Book:

Original Page:

Drawer
Clerk

AUDITOR STAMP HERE
RECEIVED From ROD
Sep 03, 2020
Peter J. Tecklenburg
Charleston County Auditor

PID VERIFIED BY ASSESSOR
REP RJB
DATE 09/04/2020
27



0910
Book



248
Page



08/27/2020
Recorded Date



5
Pgs



Original Book



Original Page



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13:40:20
Recorded Time

CERTIFIED TRUE COPY
MICHAEL MILLER
REGISTER OF DEEDS
CHARLESTON COUNTY, SC

Date January 6, 2021
By Brenda Lee Leggett

I Tychimba Salim Grant Amar Bey the P930 living man am recorded as Grantee on the deed for the real estate described on the attached certified copy of said deed

FILED
2021 FEB - 2 PM 2:52
JULIA ARMSTRONG
CLERK OF COURT

I + is my freewill act and deed my acceptance of the deed and lawful ownership of the property in fee simple. I ask that the record on file in the office of the register of deeds be updated to show my acceptance of the deed and the lawful owner of the real estate

Lequan Coleman Heyward
witness 1

Jerry Adams
witness 2

Lequan Coleman Heyward
witness 1

Jerry Adams
witness 2

Tychimba Salim Grant Amar Bey
Grant Amar Bey Tychimba Salim

This is my free will act and deed under my hand and seal

[Signature]
Grant Amar Bey Tychimba Salim
county of charleston
State of south Carolina

on this date January 6, 2021 appeared before me personally Tychimba Salim Grant Amar Bey, to me known to be the living man described in and who executed the foregoing instrument and acknowledged before me that executed same as his freewill act and deed.

Cleveland B. Dingo Jr
NOTARY PUBLIC, SOUTH CAROLINA
MY COMMISSION EXPIRES
01 April 2023

Cleveland B. Dingo Jr
NOTARY PUBLIC, SOUTH CAROLINA
MY COMMISSION EXPIRES
01 April 2023

100158459

THE STATE OF SOUTH CAROLINA,
COUNTY OF CHARLESTON.

WHEREAS, the Holcombe and Glover, Inc., a South Carolina Corporation, purchased the hereinafter described property from the V-Housing Corporation, a South Carolina Corporation; and

WHEREAS pursuant to a resolution of the directors of the Holcombe and Glover, Inc., the President or Vice-President of the Corporation, for and in behalf of the said Corporation, were authorized to convey the hereinafter described property on the following terms:

- (a) For the sum of \$ 192.65 cash, the receipt of which is hereby acknowledged by the Holcombe and Glover, Inc.;
- (b) The assumption of the payment by the purchaser of the unpaid balance due and owing on the note and first mortgage over the property, originally executed by the V-Housing Corporation to the Southeastern Fire Insurance Company the said Holcombe and Glover, Inc., guaranteeing that there is due and owing on the said first mortgage not more than the sum

of \$ 3802.58 as of the 1st day of July 1946,

and that the mortgage is payable in 202 monthly installments, which installments include payment to both principal and interest and FHA mortgage insurance premium (the monthly payment, however, not including any payment to taxes and insurance);

- (c) The assumption of the payment by the purchaser of a second mortgage existing over the property, which second mortgage was given by the Holcombe and Glover, Inc., to the V-Housing Corporation, the said second mortgage being in the original sum of \$ 1792.65

The balance due on said mortgage now being the sum of \$ 1300.00 which is payable, both principal and interest, in 180 equal monthly installments of \$ 10.98

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS, That HOLCOMBE AND GLOVER, INC., a South Carolina Corporation, in the State aforesaid for and in consideration, of the

sum of One Hundred Ninety-Two & 65/100 DOLLARS,

and the assumption of the outstanding mortgages above set forth, to it in hand paid at and before the seal-

ing of these presents by Ray H. Shealy & Harry C. Shealy in the State aforesaid, (the receipt whereof is hereby acknowledged), have granted, bargained, sold and

released, and by these presents do grant, bargain, sell and release, unto the said

Ray H. Shealy & Harry C. Shealy his or her Heirs and Assigns, the following described real property, to-wit:

ALL that certain piece, parcel or lot of land, together with the building thereon, situate, lying and being in Charleston County, S. C., known and designated as Lot 277 Block V on a plat of the subdivision known as Dorchester Terrace - Sec. 43

which plat is duly recorded in the R.M.C. Office for Charleston County in Plat Book F at

page 119 the said lot in general having such size, shape and dimensions, more or less, as will be reference to the said plat more fully appear, and being bounded as shown on said plat, the said lot herein being conveyed having such actual size, shape and dimensions as an actual survey of the said lot will show the said lot being conveyed subject to an outstanding mortgage over the said lot, executed by the V-Housing Corporation to the Southeastern Fire Insurance Company, which mortgage is duly recorded in

the R.M.C. Office for Charleston County in Book 243 page 649 and subject to a second mortgage over the said property executed by the grantor, Holcombe and Glover, Inc., to the V-Housing Corporation, being the mortgage above referred to.

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the said premises before mentioned unto the said

Ray H. Shealy & Harry C. Shealy

his or her Heirs and Assigns forever.

BOOK W 46 PAGE 580

And the said HOLCOMBE AND GLOVER, INC., does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said May H. Shealy & Harry O. Shealy his or her Heirs and Assigns, against itself and its successors, and all persons whatsoever lawfully claiming or to claim the same or any part thereof.

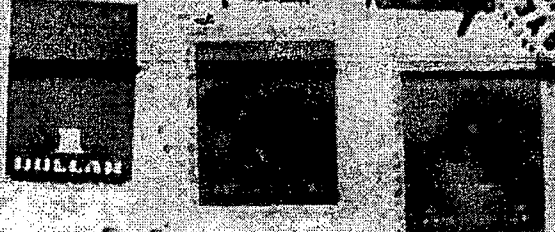
IN WITNESS WHEREOF, Holcombe and Glover, Inc., has caused these presents to be executed to its name by E. P. Holcombe, Jr. its President, ~~Witness~~ and its corporate seal to be hereto affixed this 15th day of June 1932, in the year of our Lord, one thousand nine hundred and forty-six and in the one hundred and seventieth year of the Sovereignty and Independence of the United States of America.

Signed, Sealed and Delivered in Presence of R. B. A. Smith (Witness)

HOLCOMBE AND GLOVER, INC. By [Signature]



Jane Howell (Witness)



THE STATE OF SOUTH CAROLINA, COUNTY OF CHARLESTON.

PERSONALLY appeared before me R. B. A. Smith (Judge of our Witness)

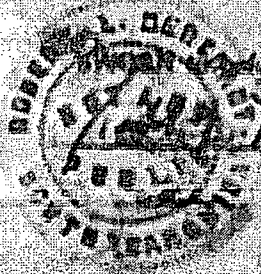
who, on oath, says that he saw the within named HOLCOMBE AND GLOVER, INC., by E. P. Holcombe, Jr. its President, ~~Witness~~ sign the within Deed, and the said Corporation, by its said officer, seal said Deed and, as its act and deed deliver the same, and that he with Jane Howell (Witness) witnessed the execution thereof.

R. B. A. Smith (Judge of this Court)

CERTIFIED TRUE COPY
MICHAEL MILLER
REGISTER OF DEEDS
CHARLESTON COUNTY, S.C.

Date January 8, 1932

By [Signature]



Robert Merchant (Notary Public, S.C.)

Recorded March 15, 1932 at 11:30 a.m. Book S.C. Doc. 2100 Serial 111 affixed. U.S. Post Stamp 5c affixed. Original delivered by mail to May H. Shealy being first addressee as recorded by County Auditor. JULIUS E. COOPER, R. M. C. Charleston County, S. C.

pg 33

STATE OF SOUTH CAROLINA
COUNTY OF Charleston
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NO. 2020CP1000354

ELECTRONICALLY FILED - 2021 Apr 06 9:26 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1000354

Deutsche Bank National Trust Company Trustee et al
PLAINTIFF(S)

Rashawn L Dawson et al
DEFENDANT(S)

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.
- 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
- STAYED DUE TO BANKRUPTCY**
- 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.

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

The Motion for In Camera hearing, filed April 1, 2021, is respectfully DENIED. The Motion to Join the Case, filed October 29, 2020, is GRANTED. All oral motions made by Defendant Bey at the April 5, 2021 hearing are DENIED.

ORDER INFORMATION

This order ends does not end the case. See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 04/05/2021 .

Veronica Dawson Personal Representative Veronica Dawson Estate Rashawn Lamon Dawson Rashawn L Dawson Personal Representative Rashawn Lamon Dawson Personal Representative United States Of America The Capital One Bank World Group Mortgage Llc Sanquinette Elmore Portfolio Recovery Associates Llc Veronica Dawson Tyehimba Bey Rashawn L Dawson	<p style="font-size: 2em; font-family: cursive;">Accepted and Acknowledged</p> <p style="font-size: 1.5em; font-family: cursive;">By: Grant Amar Bey, Tyehimba Bey, Tyehimba Bey</p>
NAMES OF TRADITIONAL FILERS SERVED BY MAIL	

Affidavit of Truth and Facts Pg 34
~~Page 19 of 2~~

Fact 1. The original mortgagor Veronica Dawson now being deceased
F Tyehimba Salim Grant Amar Bey succeed to the rights of the
mortgagor as sole exclusive heir.

Fact 2. F the heir to the Veronica Dawson Estate and to Veronica Dawson
accept heirship and succeed to the rights of the mortgagor in good
faith good reason and good conscience.

Fact 3. The Heir succeeds to the right and not the penalty
Fact 4. F Tyehimba Salim Grant Amar Bey as Heir to the mortgagor
has the right to exercise the right of redemption

Fact 5. F Tyehimba Salim Grant Amar Bey as Heir to the mortgagor
does now exercise the right of redemption consistent
with the rules of equity and equitable mortgages in this country
since 1776.

Fact 6. F the Heir Tyehimba Salim Grant Amar Bey declares an
absolute deed to be an equitable mortgage.

Fact 7. F Tyehimba Salim Grant Amar Bey require a
private in chamber hearing "in camera" with the master and all
real parties of interest.

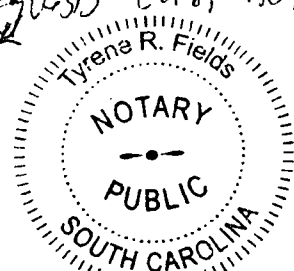
Fact 8. F motion the courts to ^{only} enter into ^{the} Exclusive Equity Jurisdiction
~~only~~ to resolve this matter

Fact 9. F affirm that these facts are true and correct in good
faith good reason and good conscience

Fact 10. F am not in receipt of any ~~equitable~~ requests can not be made
~~with bond~~

Notary of South Carolina
26th October 2020

Tyrene Fields
expires: 02-10-2030



2020 OCT 26 PM 4:18
JULIE ANN MINTON
CLERK OF COURT

Notice of Joinder of Real Party in Interest 0935

I Tyehimba Salim Grant Amar Bey succeed to the rights of the mortgagor as the sole exclusive heir. The original mortgagor Veronica Dawson now being deceased, I the Heir of Veronica Dawson and Veronica Dawson Estate succeed to the rights of the mortgagor in good faith with good reason and good conscience. The heir succeeds to the right and not the penalty. I Tyehimba Salim Grant Amar Bey the Heir to the mortgagor does now exercise the right of redemption consistent with the rules of equity and equitable mortgages in this county since 1776. I the Heir Tyehimba Salim Grant Amar Bey declares an absolute deed to be an equitable mortgage. I Tyehimba Salim Grant Amar Bey require a private in chamber hearing "in camera" with the master and all real parties of interest.

RECORDED
OCT 26 2020
CLERK OF COURSE

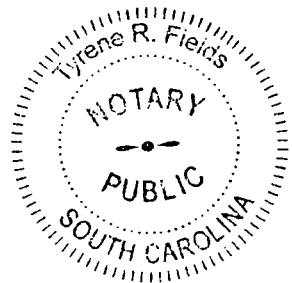
[Signature]
 his, her, and theirs

Notary of South Carolina

Tyrene Fields

26th October 2020

expire: 02-10-2030



Standard of Review

The following 2 pages are
the standard of review of which
the Appeal is to be determined

Standard of Review

~~Table of Authorities~~

~~pg 79~~
~~pg 79~~
pg 79

- The Bible Standard King James 10037
- Equity Jurisprudence Volume 1 - V 1905 by John Norton Pomeroy, Jr
- Suits in Chancery 2nd Edition 1907 By Henry R. Gibson
- A practical Treatise on the Law Of Trusts Vol. 1-8th Edition 1888 By Frederick Albert Lewin
- A Treatise on the Law of Trusts and Trustees by Julius Ware Perry 1872
- Gilbert Law Summaries Trusts 13th Ed 2007 By Edward C Hallbach Jr
- A Treatise on Conveyancing & the Law of Merger. Vol III By Richard Perston 1829
- Commentaries on Equity Pleading 10th Ed 1842 By Joseph Story.
- Federal Procedure at Law 1908 C.L. Outing
- General Rules of the Supreme Court of the United States 1884 Samers A. Blatchford
- Maxims of Equity
- Equity Regards done what ought to be done
- Equity will not suffer a wrong to be without a remedy
- Equity Acts Specifically and Not by way of Compensation
- Where Chancery Equity has jurisdiction for one purpose it will take jurisdiction for all purposes
- Equity delights in Equality
- Equity imputes an intent to fulfill an obligation
- Equity delights to do justice and not by halves
- Equity acts in personam
- Equity abhors a forfeiture
- Equity does not require an idle gesture
- Equity shall take jurisdiction to avoid a multiplicity of suits
- Equity follows the law
- Equity shall not Allow a Statute to be used as a cloak for a fraud
- Equity will undo what fraud has done
- Equity will not allow a trust to fail for want of trustee

continues →

- Equity looks to the intent rather than form
- Equity requires Diligence, Clean Hands and Good Faith
- Equity regards the beneficiary as the True owner
- Equity will not aid a volunteer
- Equity will not Perfect an Imperfect Gift
- Equity comes to the aid of the legally disabled
- Superior Equity shall always Prevail: Where there are Equal Equities
- The Law shall Prevail, otherwise Priority shall Prevail
- *Haereditas Deum facti, non homo*, God and not man make the heir
- *Haeres est eadem persona cum antecessore*. The Heir is the same person with the ancestor
- *In restitutionem, non in pœnam haeres succedit*. The heir ~~is~~ succeeds to the restitution and not the penalty
- The heir and his ancestor are one and the same person. That is, one in right, the heir succeeding to the rights of his ancestor just as the king never dies

pg 38

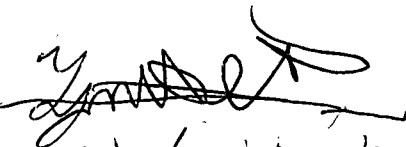
The State of South Carolina
In the Court of Appeals
Appellate Case Number 2020-007102
Appeal From Charleston County
Court of Common Pleas
Mikell R. Scarborough Master In Equity Judge

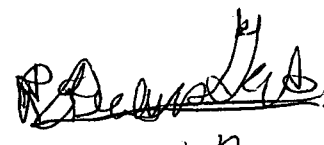
Deutsche Bank National Trust Company Respondents
As Indenture Trustee New Century Home Equity Loan Trust
2005-2

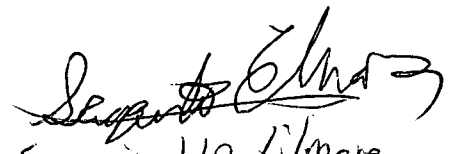
v Appellants

Rashaw L Dawson
Sanguinette Elmore
Tyehimba Salim Grant
Amar Bey

P.O. Box 40755
North Charleston
South Carolina 29423
843-224-6392


Tyehimba Grant Amar Bey


Rashaw L Dawson


Sanguinette Elmore

Dec 2 2021 ~~June 25 2021~~

The State of South Carolina

In the Court of Appeals

Appellate Case Number # 2020-007102

Appeal From Charleston County

Mikell R. Scarborough Master In Equity Judge

Certificate of Service Appellants

Initial Brief

RECEIVED

DEC 08 2021


SC Court of Appeals

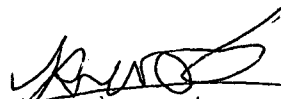
Respondent

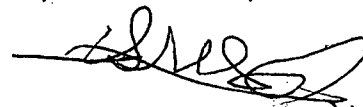
Deutsche Bank National
Trust Company as Indenture Trustee
for New Century Home Equity Loan
Trust 2005-2

Tyehimba Salim Grant Anwar Bey
Sanguinette Elmore) Rashawn L Dawson

Appellants


Tyehimba Salim Grant Anwar Bey


Rashawn L Dawson


Sanguinette Elmore

Certificate of Service

The State of South Carolina

~~In the Court of Appeals~~

South Carolina Court of Common Pleas

Case # 2020 CP-10-60354

Deutsche Bank National

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

A Plaintiff

v.

Rashawn L Dawson, Sanguinette Elmore,
Tyehimba Salim Grant Amar Bey

RECEIVED

DEC 08 2021

SC Court of Appeals

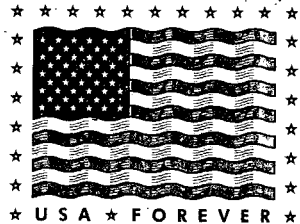
Certificate of Service

I certify that defendants Rashawn Dawson, Sanguinette Elmore,
Tyehimba Salim Grant Amar Bey, have served motion for extension
of times for initial brief and designation of points,
on Plaintiffs by depositing a copy of it in the
United States Mail postage prepaid, on 1761 E South Andrew Place
Santa Anna, CA, ~~92705~~

92705
United States

From: Heirs of Veronica Dawson
Tyehimba Salim Grant Amar Bey
c/o P.O. Box 40755 North Charleston
South Carolina 29423

RECEIVED
DEC 03 2021
SC Court of Appeals



To: SC Court of Appeals
Attn Clerk
Appellate case Number 2020-001702
Money order for motions initial briefs

1 Corinthians 1:4
I give thanks to my god always for you
because of the grace of god that was given
you in Christ Jesus.