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Jan 27 2022

SC Court of Appeals

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Name: Sc court of appeal clerk

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Name: Tyehimba Bey

Email/Number: 8432246392 tyesalimbey@yahoo.com

Urgent For Review Please Reply Please Comment

Message:

Initial brief

Page 1

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

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Jan 27 2022

SC Court of Appeals

Appellants, Plaintiffs

Rashawn L Dawson
 Sanguinette Elmore
 Tyehimba Salim Grant Amar Bay

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

Respondents Defendants

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DEC 03 2021

SC Court of Appeals

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

(843)-224-6392

Introduction

Appellant Rashawn L. Dawson, Sanguinette Elmore, and Tyehimba Salim Grant, will be referred to as appellants. References of record shall be designated as "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 ~~M~~ Mitchell R. Scarborough November 10, 2020 respectively shall be designated as "CTR"

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

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

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

• This is a suit arising under the rules of exclusive equity

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 - Notice of Tender Stamp Duties Tax act pg 8 ~~A~~
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 - Exemplification deed and Certificate of Acknowledgment and Acceptance of Deed. Page 21 - ~~28~~ 29 ~~A~~
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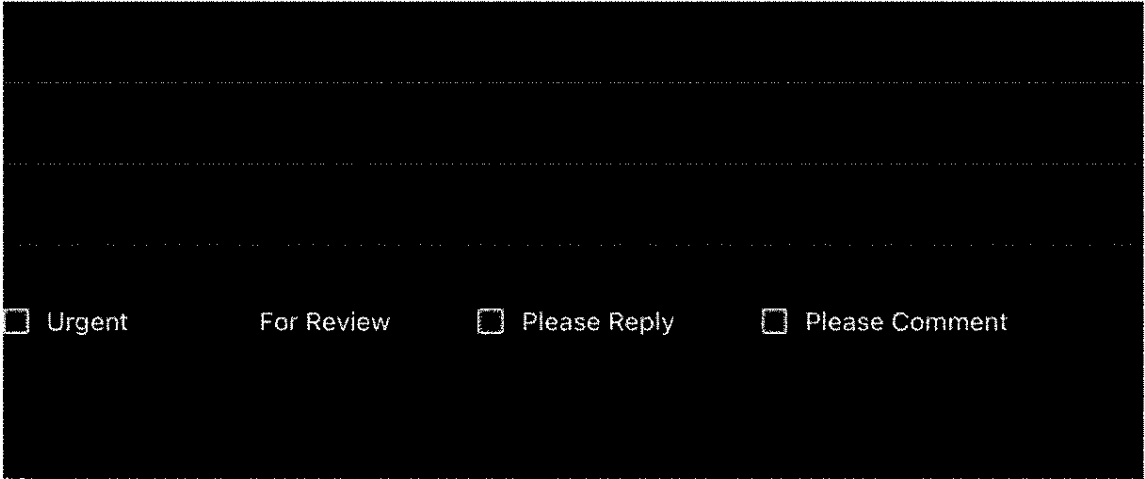
Table of Authorities, with Exceptions

- 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 Frederic 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 Pleadings 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 James A. Blitchford
- Principles 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 →

Page 4

- 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
- *Hæredem Deus facit, non homo*, God and not man make the heir
- *Ita res est eadem persona cum antecessore*. The Heir is the same person with the ancestor
- *In restitutionem, non in pœnam hæres 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



Urgent

For Review

Please Reply

Please Comment

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The State of South Carolina

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In the Court of Appeals

Jan 27 2022

SC 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
Trust et al Successor

V

Respondents

Appellants

Rashawn L Danson
Sanguinette Elmore
Tychimbe Salim Grant Amer OJA

Statement of Issues page 6 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 ~~is~~ 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 loans 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 7 on Appeal Continued

- Tychimba Salim Grant ^{Amar Bey} is the Sole exclusive beneficiary ^{Heir} 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 any 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 on Appeal

page 8

- 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 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 was Made for the Stamp Duties Tax act 1863 and Exercise Tax

Statements of The Case Page 10

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 Guat Amar Gray Expressed an affidavit prior to the foreclosure sale that intent of the Note was to satisfy the mortgage and the real 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 ~~was~~ trust was created due to the exchange of collateral. Appellants are the beneficiaries Tyehimba Salim Guat Amar Gray is the beneficiary of that trust as expressed without objections at the hearing on April 13 2021 April 5 2021

Notice of Objections Statement of The Case

Pg 11

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 ~~site~~ delivered and executed to Deutsche Bank and their trustee the credits were never appropriated

Page 12

Notice of Objections Continued
Statement of Facts of The Case

- 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 for such refusal of Tindler 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 Tindler was executed and delivered to the courts and the Plaintiff. Appellants demand the courts and Deutsche Bank show cause why they are not entitled to such.
- Whereas on Page 7 of the Transcripts an admission of A private trust was entered into the record The courts or Deutsche Bank trustees did not disclaim the trust.
- Equity sees what ought to be done as done

- The State of South Carolina pg 13

- In The Court of Appeals pg 13

- Appellate Case Number 2020-001702

- Appeal From Charleston County


- Mikell R. Scarborough Master In Equity Judge

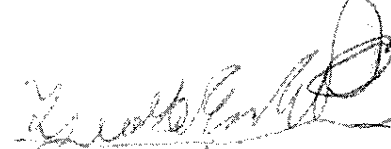
Cas. No. 2020CP1000354

Affidavit of Notice of Refusal of Tender

Deutsche Bank National Trust Company as Indenture Trustee for New Century Home Equity Loan and all its assigns 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


 Sonquinnette Elmore


 Tyehimba Salim Grant Amar Bey

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

Page 14

RILEY
POPE &
LANEY
LAW

South Carolina / North Carolina

South Carolina Office:
Riley Pope & Laney, LLC
2038 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

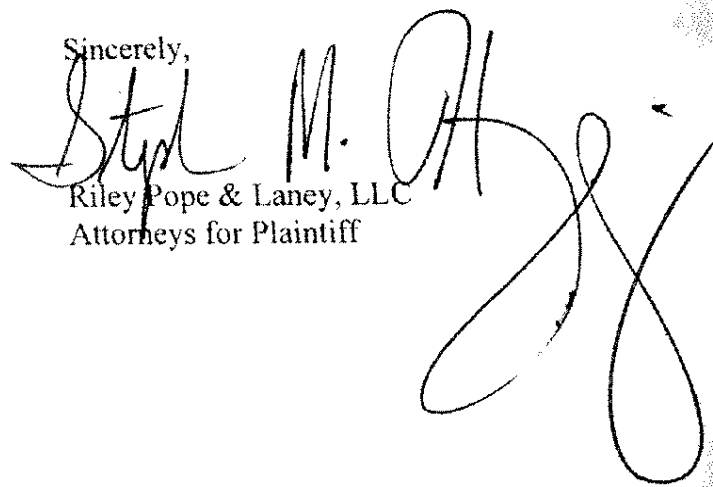
Re: Deutsche Bank National Trust Company, as Indenture Trustee, for New Century Home
Equity Loan Trust 2005-2 vs. Rashawn L. Dawson aka Rashawn Lamon Dawson,
Individually, and as Personal Representative of the Estate of Veronica Dawson; et al.
Calendar No.: 2020-CP-10-00354
Our File No.: 4043.03519

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

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

Private Tindor

Page 15

memo: Ryan Pasquini
you are appointed as
fiduciary trustee in good
faith to deliver this tinder
to Deutsche Bank in relation
to settle all debts for Rashana L. Dawson,
Suzanne Elmore, Tychimba Selim (Grandmother Day),
Veronica Dawson, Veronica Dawson Estate.
This tinder for valuable consideration shall extinguish
all debts in regards to ~~case # 2020 CP 1000354~~
to case 2020 CP 1000354

Be it known that this of Veronica Dawson
and the Veronica Dawson Estate hereby
make tinder of payment on behalf of the
defendants of case # 2020 CP 1000354 city of
north Charleston to settle all debts and claims against
the beneficiaries of this instrument in full upon
acceptance for credit on account Eighty Three
Dollars. This Tinder is for full satisfaction and
accord. Refusal to fulfill this obligation
will result in breach of trust and a defaulted
the alleged debt this tinder is on behalf of
Rashana L. Dawson, Suzanne Elmore,
Veronica Dawson Estate, Tychimba Selim

statement,
of intent,
discharge fulfill obligation
extinguish all debts for benefits
of the defendants in the case
2020 CP 1000354
Loyal consideration

[Signature]
Grandmother Day, notary public

Grandmother Day

Special Deposit



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

P
I
4
6
4
3
5
0
4
6
2



Amount: Eighty Three and dollars

UNITED STATES POSTAL SERVICE
POSTAL MONEY ORDER
Serial Number: 26903825695
Date: 2020-12-07
Post Office: 294190
U.S. Dollars and Cents: \$21.00
Amount: Twenty One Dollars and 00/100
Pay to: Deutsche Bank National Trust Company
Address: Case # 2020 CP 1000354
in full upon acceptance
Memo: per SC section 36-3-602
Special Deposit 0203-202
Address: P.O. Box 40755 North Charleston
South Carolina 294123
SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS
26903825695

By: Ryan Pasquini Clerk 12
Grandmother Day Tychimba
2020-12-07 CP 1000354

Notice of Tender Pas

Page 16

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

A tender may be made by an authorized agent or 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

NOTICE OF TENDER

For Special Deposit ONLY

VEUTSORE HAHN
VS
RASHID & DAWSON
TYCHINER SALIM GURAN
BOY
Sanguinette Elmore

RF 434 247 212 05
CASE 2020CR-10-00354

~~Page 17~~
Page 17

This is Actual and Constructive Notice of Tender delivered by special deposit to satisfy the transfer tax, the stamp duties tax, 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



R19953770A

[Handwritten signature]

Notice of Tender for Stamp Duties Act

Comes now Tychimba Salim Grant Amar Bey Present Deceased
 this Tender of Payment for the Stamp Duties Act in relation to
 any and all Transactions involved in Case # 2020 CP to 00354 also in
 connection with The mortgage transaction 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 ~~18~~

Notice of Conflict of Interest Page 9

Herein comes Tyehimba Selim Grant Amar Bay along with Ruston L Dawson and the Heirs of the Veronica Dawson Estate and Sanguette Elmore, and the Debtors Bank National Trust Company's Indenture Trustee and Xing Chen LLC. This conflict arise from a transaction where said property at 2622 Ferrara Drive North Charleston South Carolina was conveyed to Tyehimba Selim Grant Amar 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 Xing Chen LLC allegedly purchased a property that is in possession of Tyehimba Selim Grant Amar Bay. As all

Page 9
19

Certificate of Forgiveness

Page 3
20

Applicants 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. "Pather forgive them they know not what they do".

[Handwritten mark]

pg 23

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

EXEMPLIFICATION

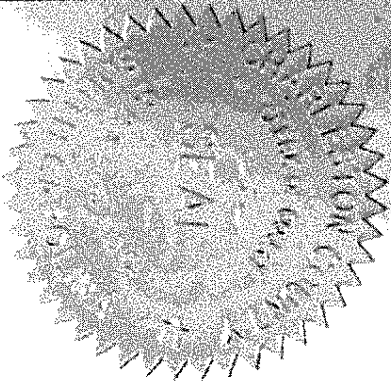
I, Julie J. Armstrong as Clerk of Court for Common Pleas and General Sessions in and for the County of Charleston, South Carolina, legal custodian of the records, documents, and papers of, or appertaining to said Court, and on file or of record in the office of said Court, certify that the attached copies 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:

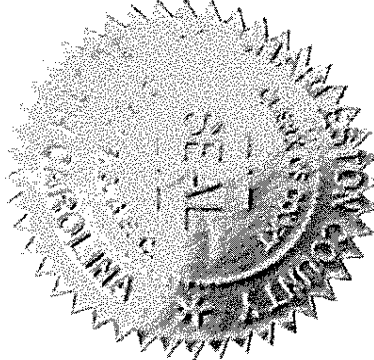
Julie J. Armstrong

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:

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:

Julie J. Armstrong

Case # 2021 CR 100334 Page 24

Deed and Certificate of Acknowledgment and Acceptance

I Tyeimba 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 that I am the owner of the real estate. Hebrews 10:24-25

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

Lequan Coleman Heyward

Ferry Adams

Tyeimba Salim Grant Amar Bey

Lequan Coleman Heyward
witness 1

Ferry Adams
witness 2

Tyeimba Salim Grant Amar Bey
Grant Amar Bey Tyeimba Salim

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

Tyeimba Salim Grant Amar Bey
County of Charleston
State of South Carolina

this date January 6, 2021 appeared before me personally Tyeimba 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. & C.
BY [Signature]
DEPUTY CLERK



8F0910248

PPGS:

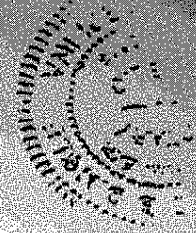
5

Pg 25

Deed of Conveyance For Personal Property Real Property

State of South Carolina
County Of Charleston

Aug 23, 2021



Know all Men By These Presents:

That the maker of this instrument Rashawn L Dawson and Sanquinetta Elmore ~~as~~ ^{Sanquinetta Elmore}
~~Grantors 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 ^{# Grantors} 2622 Ferarra Drive, Charleston South
 Carolina 29405 ^{Address} 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
~~Grantor~~ Beneficiary claimant rightful heir

SANQUINETTE ELMORE
Grantor Beneficiary Sanquinetta Elmore

Rashawn Dawson
~~Grantor~~ Beneficiary claimant rightful heir

Rashawn Dawson
Grantor Beneficiary Rashawn Dawson

Witness LeQuan Tashawn Calow - Hyard

Clemens B. Dinger
Notary Public
South Carolina

Witness Jessie Adams
Adams

My commission expires
01 April 2023

Plat Book F-119

Pg 28

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

[Handwritten Signature]

Signature of Notary

Expiration date: 01 April 2023



617-531-6949

PS 27

State of South Carolina

County of Charleston

The foregoing document was acknowledged before me by its maker.

Grantee: Tyohimba Salim Grant Amar Bey

[Signature]

Grantee

c/o 7014 Red Birch Circle
North Charleston, South Carolina
[29418]

Date: 20 August 2020

[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

10/15/2021

54

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 E Moore
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

Cleveland B. Dingo
Notary Public for South Carolina

My Commission Expires: 01 April 2023



Pg 28

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 Sanquinette 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

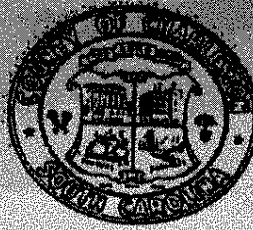
Cleveland B. Dingle Jr.
Notary Public for South Carolina

My Commission Expires: 01 April 2023

63795 (001)

RECORDER'S PAGE

NOTE: This page MUST remain with the original document



pg 29

Filed By:

COUNTER CUSTOMER
TYEHIMBA BEY
2622 FERRARA DR
CHARLESTON SC 29405

MAKER:

DAWSON RASHAWN AL

RECIPIENT:

BEY TYEHIMBA S G A

Note:

Original Book:

Original Page:

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

of Pages:

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

Drawer:
Clerk:

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

PIO VERIFIED BY ASSESSOR
 REP: RJB
 DATE: 09/04/2020
 27

0910	248	08/27/2020	5
Book	Page	Recorded Date	# Pgs
Original Book	Original Page	D	13:40:20
		Doc Type	Recorded Time

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

Date: January 6, 2021
By: [Signature]

Deed of Acknowledgement Accept And Receive 2020-01-10-0221

I Tychimba Salim Grant Amar Bey the 30 living man am recorded as grantee on the deed for the real estate described on the attached certified copy of said deed

I + is my freewill act and deed I acknowledge 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

JULIAN A. BROWN
CLERK OF COURT
2021 FEB -2 PM 2:55
FELLS

Lequan Coleman Hayward
witness 1

Jerry Adams
witness 2

Tychimba Salim Grant Amar Bey
[Signature]
G. Amar Bey Tychimba Salim

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

[Signature]
witness 1

[Signature]
witness 2

[Signature]
G. 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.

[Signature]
NOTARY PUBLIC, SOUTH CAROLINA
MY COMMISSION EXPIRES
01 April 2023

[Signature]
NOTARY PUBLIC, SOUTH CAROLINA
MY COMMISSION EXPIRES
01 April 2023

10158259

THE STATE OF SOUTH CAROLINA,
COUNTY OF CHARLESTON

BOOK 48 PAGE 579

Deed to Real Estate by a Corporation

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 \$ 3892.38 as of the 1st day of July, 1946,

and that the mortgage is payable in 802 monthly installments, which installments include payment in 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 \$ 1292.65

The balance due on said mortgage now being the sum of \$ 1300.00 which is payable both principal and interest in 120 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 sealing 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 177 Block V of a plat of the subdivision known as Dorchester Terrace - Sec. #3

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 here-in 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 412 page 349 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.

10932

BOOK W 46 PAGE 580

And the said HOLCOMBE AND CLOVER, INC., does hereby bind itself and its successors, to warrant and forever defend all and singular the said premises unto the said _____
Ray H. Shelly & Harry O. Shelly
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.

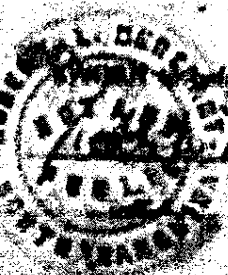
IN WITNESS WHEREOF, Holcombe and Clover, Inc., has caused these presents to be executed in its name by _____
E. P. Holcombe, Jr.
its President, ~~whereof~~ and its corporate seal to be hereto affixed this _____ day of _____
1948, in the year of our Lord one thousand nine hundred and forty-eight, and 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
Faye Howell

HOLCOMBE AND CLOVER, INC.
by [Signature]
[Seal]

THE STATE OF SOUTH CAROLINA,
COUNTY OF CHARLESTON.

PERSONALLY appeared before me _____
R. B. A. Smith
[Notary Seal]
who, on oath, says that he saw the within named HOLCOMBE AND CLOVER, INC., by _____
E. P. Holcombe, Jr.
its President, ~~whereof~~ sign the within Deed, and the said Corporation, by its said officer, seal and Deed and, as its act and deed deliver the same, and that he with _____
Faye Howell
witnessed the execution thereof.



Subscribed before me this _____ day of _____
[Signature]
[Notary Seal]

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

Date January 6, 2021
By [Signature]

Recorded March 15, 1948 at _____ o'clock, P.M. Doc. No. 1111 at _____
Stamps 64 affixed. Original delivered by mail to _____
recorded by County Auditor: JULIUS E. CONNELL, S.C.S. Charleston County, S.C.

FORM 4

PS 33

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

JUDGMENT IN A CIVIL CASE

CASE NO. 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

NAMES OF TRADITIONAL FILERS SERVED BY MAIL

*Accepted and Acknowledged
By: Grants Amir Bey, Tyehimba Salim*

ELECTRONICALLY FILED - 2021 Apr 06 9:28 AM - CHARLESTON - COMMON PLEAS - CASE#2020CP1000354

4

Case Number 2020-CP10-00354
Oct 20, 2020

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
as a 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 ~~part~~ ~~of~~ ~~the~~ ~~mortgagor~~
F Tyehimba Salim Grant Amar Bey as Heir to the mortgagor
has the right to exercise the right of redemption

~~Fact 4~~
F Tyehimba Salim Grant Amar Bey as Heir to the mortgagor
does now exercise the right of redemption ~~in~~ consistent
with the rules of equity and equitable mortgages in this country
since 1776.

~~Fact 5~~
F the Heir Tyehimba Salim Grant Amar Bey declares an
absolute deed to be an equitable mortgage.

~~Fact 6~~
F Tyehimba Salim Grant Amar Bey require a
private in chamber hearing "in camera" with the master and all
real parties of interest.

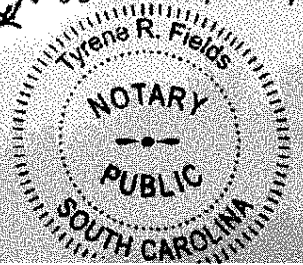
~~Fact 7~~
F motion the courts to ^{only} enter into ^{the} Exclusive Equity Jurisdiction
~~only~~ to resolve this matter

~~Fact 8~~
F affirm that these fact are true and correct in good
faith good reason and good conscience

~~Fact 9~~
F am not in receipt of any ~~equitable~~ ~~requests~~ ~~can~~ ~~not~~ ~~be~~ ~~made~~
~~this held in~~

Notary of South Carolina
20th October 2020

Tyrene Fields
expires: 02-10-2030



2020 OCT 26 PM 4:38
JULIE ANN WILKINSON
CLERK OF COURTS

Case No 2020 - CP - 10 - 00394

Notice of Joinder of Real Party in Interest pg 35

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.

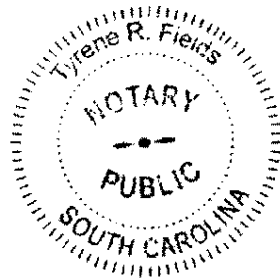
Tyehimba Salim Grant Amar Bey
Heir, beneficiary

Notary of South Carolina

Tyrene R. Fields

26th October 2020

expve: 02-10-2020



The State OF South Carolina P936
 In The Court of Appeals
 Appellate Case Number 2020-007102
 Appeal From Charleston County case 2020-cf10-00354
 Mitchell R Scarborough Master In Equity Judge
 Standard of Review

Respondents

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

Respondent

Appellants

Appellants

Reshawn L Dawson
 Sangwinette Elmore
 Tyehimba Salim Grant Amer Bay

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 Jan 27 2022
 SC Court of Appeals

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

Standard of Review

- The Bible Standard King James 1937
- 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 Fre. Albert Lewis
- A Treatise on the Law of Trusts and Trustees by Julius Ware Perry 1872
- Gilbert Law Summaries Trusts 13th Ed 2007 By Edward C Hallibach 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. Bates
- General Rules of the Supreme Court of the United States 1884 Scores 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 a matter of Conscience
- where Chancery Equity has jurisdiction for a certain purpose it will take jurisdiction for all purposes
- Equity delights in Equity
- Equity imposes 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 →

Standard of RAME

- 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 Equity shall prevail
- Hæredem Deo Partitur hæres facta and not cum matre make the heir
- Hæres est rector personæ et actus. The heir is the same person with the ancestor
- In restitutionum non in personam succedit. The heir ~~is~~ succeeds to the restitution and not the person
- The heir and his ancestor are one and the same person. That is, one in right, the heir succeeding to the rights of his ancestor just as the King never dies

The State of South Carolina Page 39
 In The Court of Appeals
 Appellate case number # 2020-007102
 Appeal From Charleston County case # 2020 CP 1000354
 Mikell R Skarsborough Master In Equity
 Appellants Argument

Respondents

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

Respondents

Appellants

Rashawn L Dawson
 Saquinetta Elmore
 Tyehimba Salim Gar Amari Bey

Appellants

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Jan 27 2022

SC Court of Appeals

c/o P.O. Box 40755
 North Charleston South
 Carolina, 29423
 843-224-6392

Appellants Argument page 40

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 with the foreclosure none of the appellate were served hand to hand. As stated on Page 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 Tychimba Selim Grant Amer Bey expressed an affidavit prior to the foreclosure sale that intent of the note was to satisfy the mortgage and the rents title and interest be returned to the true owner. Equity imputes an intent to fulfill an obligation Equity sees the beneficiary as the true owner
Pg 2 Fact # 7 As appellants were beneficiaries of the transaction and the trust created arising out of the mortgage.

3. Veronica Dawson not Rashawn Dawson or any of the appellants ever waived their rights under the rules of equity, exclusive equity never waived their right to the equity of redemption

4. Upon the delivery of the note a trust was created due to the exchange of collateral. Appellants Tychimba Selim Grant Amer Bey, Rashawn L Dawson, Sanguinette Elmore are the beneficiaries of that trust as expressed without objection at the hearing on April 5, 2021

115 - There can be no proceeding against life liberty or property which may result in the deprivation of either without the observance of those general rules established in our system of equity jurisprudence for security of private rights.

~~5~~ Appellants Argument Page 41 Page ~~5~~ 49
 5 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 is eq's

6 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)

7 Appellants object to being in default as the ~~the~~ un-intentional ^{alleged} default came about due to poverty and financial hardship

8 Appellants object to sale of the property proceeding as a tender of payment was ~~sent~~ delivered and executed to Deutsche Bank and their trustee the credits were never appropriated

- Appellant's Argument Page 212 0392
9. 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.
 10. Appellants would have been discharged as sureties ~~for~~ had the courts appropriated the credits on account.
 11. 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 titleholder 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.
 12. Whereas on Page 7 of the Transcripts an admission of A private trust was entered into the record.
 13. The courts or Deutsche Bank trustees did not disclaim the trust.
 14. Equity see what ought to be done as done

Prayers P₃₄₃ P₃₄₃
 Appellants pray that the following
 prayers be answered and granted.

^{plaintiff,} Prayers for damages That the
 Complainant recover of the defendant the damages
 he has suffered by reason of the failure of
 the defendant the damages he has suffered
 by reason of the defendant to comply with
 said contract to make good his said covenants
 and warranty to perform his said agreements
 that appellants recover the damages he has
 sustained by reason of said breaches of
 trust by the defendants. also all the cost
 of the cause.

Prayer for an account of Rents and
 Profits that the said defendants set forth
 in their answers a full true, just and particu-
 lar account of each and every money received by
 them or any other person by their order
 as rents and profits of said land

Prayers Part 2 page 44

- Prayers for an account of Veronica Dawson Estate And that the said defendant discover and set forth in their answer a full true, just and particular account of all and singular the personal estate and effects of every item and part thereof which has come into defendant's possession or control, or into the hands possession or control, ~~or into the hands possession or control~~ of any other person or persons by his order or ~~possession~~ permission or for his or their use, and that the defendant set forth all accounts of testator.
- Prayers for ^{private} in camera hearing with Chancellor. to present private proprietary evidence on the record.

The State of South Carolina Page 45
 In The Court of Appeals
 Appellate Case number 2020-007102
 Appeal From Charleston County
 Mikelli R Scarborough Master In Equity Judge

Conclusion

Respondent

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

Respondent

Appellants

Rashawn L Danson
 Sangwinette Elmore
 Tyehimba Salim Grant Anwar Oj

Appellants

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Jan 27 2022

SC Court of Appeals

c/o PO Box 40755
 North Charleston SC, 29423

The State of South Carolina Page 45
 In The Court of Appeals
 Appellate Case number 2020-007102
 Appeal From Charleston County
 Mikelli R Scarborough Master In Equity Judge

Conclusion

Respondent

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

Respondent

Appellants

Reshawn L Denson
 Sanguinette Elmore
 Tyehimba Salim Grant Anwar Day

Appellants

c/o PO Box 40755
 North Charleston SC, 29412

Conclusion Pg 48

In Conclusion Appellants are praying that a court of competent ^{equity} jurisdiction see the equities in this matter.

- Appellant ~~ask~~ ask that an order be granted for the restoration of possession of the property located at 2622 Ferrara Drive North Charleston South Carolina 29405
- Appellants ^{prays} ~~ask~~ ~~request~~ that an order be granted for a full forensic accounting to appropriate the credits and the credits be returned to the beneficiaries and true owners of the Veronica Dawson Estate
- Given that Appellant Tyehimba Salim Grant Amar Bey Tendered for the stamp duty tax and the excise tax involved in the transaction that the courts set up a constructive trust in favor of Tyehimba Salim Grant Amar Bey

• as beneficiary. ~~Case #~~ 49 Pg. 47
 tender as well as the trustee for the bank
 Ryan Pasquini has acted in bad faith and
 had not delivered the Tender to Deutsche bank
 causing harm and homelessness, poverty on appellants
 Appellant Tychimba Salim Grant Amar Bey ^{Prays} ~~ask~~ the courts ^{requ}
 Deutsche Bank and Ryan Pasquini to show cause
 why he is not entitled to a full accounting of the
 rents titles, interest, debentures, chattels and
 bonds connected to Case # 2020-CP-10-0354
 and Case # 2020-007107.

• Tychimba Salim Grant Amar Bey hereby give notice of
 interest and make claim to docket number
 2020-CP-10-0354 and docket number 2020-007107
 and all rents interest funds, chattels and attachment in
 connection with these docket numbers.

• Appellants seek an order stating that Tychimba
 Salim Grant Amar Bey is the sole exclusive Heir and
 beneficiary of the decedant's legal estate as
 it was intended for him.
 intended

- P3 ~~4~~ Page 47
- Appellant pray in order be granted to disburse the funds bonds res, titles, rents interest and attachments to the true owner and beneficiary Tyehimba Salim Grant Amir Bey
 - Appellants pray that the Defendants come with clean hands as their refusal to deliver the tender, has caused harm to appellants. As equity sees what ought to be done as done so shall it be.
 - ~~Equity~~ Appellants ^{pray} ~~ask~~ that the equities in this matter be balanced as equity will not suffer a wrong to be without a remedy.
 - Appellants pray a hearing with the master be granted as some of their rights and remedies cannot be seen at law.
 - Appellants pray that an order be granted allowing them to present new evidence
 - Appellants pray that the courts do not allow a statute to be used as a cloak for fraud.