



Beaufort County Fourteenth Judicial Circuit Court Rosters



[Pending Cases](#) [Search Summary](#) [Court Docket](#) [County Home Page](#) [South Carolina Judicial Department Home](#)
[Page Roster News](#)

Court Agency **Roster Type** **Begin Date** 

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved



Beaufort County Fourteenth Judicial Circuit Court Rosters



[Pending Cases](#) [Search Summary](#) [Court Docket](#) [County Home](#) [Page South Carolina Judicial Department Home](#)
[Page Roster News](#)

Court Agency Roster Type Begin Date
11/03/2023

Agency	Judge	Roster Type	Begin Date	End Date	Roster Description
Beaufort County General Sessions	Maddox Jr., J. Cordell	2nd Appearance	11/06/2023	11/06/2023	GS 2nd Appearance before the Honorable J. Maddox 9:30 a.m
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	11/06/2023	11/06/2023	November 6, 2023 Foreclosure Sale (11:00AM)
Beaufort County General Sessions	Maddox Jr., J. Cordell	Plea Docket	11/06/2023	11/06/2023	GS Plea Docket Before The Honorable Judge J Maddox at 9:30 A.M
Beaufort County General Sessions	Maddox Jr., J. Cordell	General Sessions Motion Roster	11/06/2023 2:00 PM	11/06/2023	GS Motions Roster before the Honorable J. Cordell Maddox, Jr.
Beaufort County General Sessions	Maddox Jr., J. Cordell	2nd Appearance	11/07/2023	11/07/2023	GS 2nd Appearance before the Honorable J. Maddox 9:30 a.m
Beaufort County General Sessions	Maddox Jr., J. Cordell	Plea Docket	11/07/2023	11/07/2023	GS Plea Docket before the Honorable Judge C. Maddox at 9:30 A.M.
Beaufort County General Sessions	Maddox Jr., J. Cordell	General Sessions Motion Roster	11/07/2023 2:00 PM	11/07/2023	GS Motions Roster before the Honorable J. Cordell Maddox, Jr.
Beaufort County General Sessions	Mullen, Carmen Tevis	GS Jury	11/13/2023	11/17/2023	GS Trial Term of Court before the Honorable C. Mullen 9:30 a.m.
Beaufort County Common Pleas	Nettles, Michael G.	Common Pleas Motion Hearings	11/15/2023 9:30 AM	11/15/2023	CP Motions Before Judge Nettles (Webex or In Person)
Beaufort County General Sessions	Bonds, Robert J.	Plea Docket	11/16/2023	11/16/2023	GS Plea Docket before the Honorable R. Bonds 2:00 p.m.
Beaufort County General Sessions	Mullen, Carmen Tevis	General Sessions Motion Roster	11/16/2023 2:00 PM	11/16/2023	GS Motons Roster before the Honorable C. Mullen
Beaufort County General Sessions	Mullen, Carmen Tevis	General Sessions Motion Roster	11/17/2023 9:30 AM	11/17/2023	GS Motions Roster before the Honorable C. Mullen
Beaufort County Common Pleas	Mullen, Carmen Tevis	ADR Sanctions Roster	11/20/2023 10:00 AM	11/20/2023	ADR/Sanctions Roster (Webex) November 20, 2023 (Judge C. Mullen)
Beaufort County General Sessions	Bonds, Robert J.	GS Jury	11/27/2023	12/01/2023	GS Trial Term of Court before the Honorable R. Bonds 9:30 a.m.
Beaufort County Common Pleas	Dukes III, Marvin H	Master-In-Equity Motion Roster	11/28/2023 10:00 AM	11/28/2023	Judge Dukes' November 28th, 2023 Motion Roster
Beaufort County Common Pleas	Bonds, Robert J.	Jury	12/04/2023	12/08/2023	CP Jury Trial Roster - December 4, 2023 (Judge R. Bonds)
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	12/04/2023	12/04/2023	December 4, 2023 Foreclosure Sale (11:00AM)
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	12/06/2023	12/06/2023	November 2023 Deficiency Sale (11:00AM)
Beaufort County Common Pleas	Goldsmith, Brooks P.	Non-Jury Cases	12/11/2023	12/15/2023	CPNJ Bench Trial Roster - December 11, 2023 (Judge B. Goldsmith)

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved



Terry Grant <terrygrantseries@gmail.com>

Court of Appeals Case pending

Benjamin C P Sapp <bsapp@lowcountry.com>

Wed, Oct 18, 2023 at 12:40 PM

To: Chad Burgess <Chad.Burgess@brockandscott.com>

Cc: Guest <terrygrantseries@gmail.com>, Beaufort County Common Pleas <coccp@bcgov.net>, ctappfilings <ctappfilings@sccourts.org>

Mr. Burgess,

We will move forward with the sale on November 3rd.

Sincerely,

Lori A. Smoak

Secretary to Benjamin C.P. Sapp

Sapp Law Firm

Post Office Box 258

[125 S. Jefferies Blvd.](#)[Walterboro, South Carolina 29488](#)

843-549-5923

From: "Chad Burgess" <Chad.Burgess@brockandscott.com>**To:** "Guest" <terrygrantseries@gmail.com>, "Beaufort County Common Pleas" <coccp@bcgov.net>, "ctappfilings" <ctappfilings@sccourts.org>, "Ben Sapp" <bsapp@lowcountry.com>**Sent:** Wednesday, October 18, 2023 9:30:16 AM**Subject:** RE: Court of Appeals Case pending

Good Morning, Everyone,

Pursuant to Ms. Grant's email below, she does not appear to be requesting that a bond be set regarding the judicially ordered sale. As such, we are respectfully requesting that the November 7, 2023 foreclosure sale proceed as scheduled.

Thanks so much,

Chad

[Chad Burgess](#)

Senior Associate

Foreclosure

803-454-3540

From: Terry Grant <terrygrantseries@gmail.com>
Sent: Tuesday, October 3, 2023 9:04 PM
To: ccccp@bcgov.net; Chad Burgess <Chad.Burgess@brockandscott.com>;
ctappfilings@sccourts.org; bsapp@lowcountry.com
Subject: Re: Court of Appeals Case pending

Dear Mr. Burgess,

This email is to inform you that you have not heard from me in regards to setting a bond, because I can not fathom setting a bond for a mortgage I do not have. You requested the court for a bond e-hearing, there was nothing for me to respond to. As I stated throughout this case, I do not have a mortgage. The three major credit reporting agencies Experian, Transunion and Equifax reflect that I do not have a mortgage or any kind of mortgage lien on my property, as well as the last title search submitted to the court. BOND hearing should not be allowed for a mortgage that does not exist.

Thank you in advance for your cooperation. Please refrain from sending anyone to my property. At this point, each time I get a call or visit in regards to any form of foreclosure activity, I will be considering this as ongoing harassment, intimidation, and additional fraud activity.

Sincerely,

Terry Lennette Grant, Pro Se

On Mon, Oct 2, 2023 at 10:34 PM Terry Grant <terrygrantseries@gmail.com> wrote:

----- Forwarded message -----

From: **Chad Burgess** <Chad.Burgess@brockandscott.com>

Date: Mon, Oct 2, 2023 at 3:54 PM

Subject: RE: Court of Appeals Case pending

To: Guest - Terry Grant <terrygrantseries@gmail.com>, coccp@bcgov.net <coccp@bcgov.net>, bsapp@lowcountry.com <bsapp@lowcountry.com>

Cc: Lauren Browder <Lauren.Browder@brockandscott.com>, Ilina Tchakarova Bobb <Ilina.Bobb@brockandscott.com>, Kelsey Tolliver <Kelsey.Tolliver@brockandscott.com>, Lydia Bass <Lydia.Bass@brockandscott.com>

Good Afternoon, Everyone,

I have attached the proposed Notice of Sale for November 3, 2023. I have not heard back from Ms. Grant regarding a hearing to set a bond discussed below. I am amenable to a hearing regarding the bond being held virtually via Zoom or Webex. I will leave it up to Ms. Grant as to whether she is requesting a bond be set.

Absent Ms. Grant requesting and obtaining a bond pursuant to the applicable rules and statute, we are respectfully requesting that the sale proceed on November 3, 2023.

Thanks so much,

Chad

Chad Burgess

Senior Associate

Foreclosure

803-454-3540

From: Chad Burgess <Chad.Burgess@brockandscott.com>

Sent: Wednesday, September 6, 2023 5:30 PM

To: Terry Grant <terrygrantseries@gmail.com>; coccp@bcgov.net; bsapp@lowcountry.com

Cc: Lauren Browder <Lauren.Browder@brockandscott.com>

Subject: RE: Court of Appeals Case pending

Good Afternoon, Everyone,

Pursuant to SC Appellate Court Rule 241(b)(4), the order for the judicial sale of the subject real property is not automatically stayed upon the filing of an appeal and the sale could proceed as scheduled. However, out of an abundance of caution, I am requesting that the sale be continued to the next available sales date, and that the Court set a bond to be procured by the appellant (Ms. Grant) as outlined in our appellate court rules and SC Code Section 18-9-170. I will make myself available for a hearing to determine the amount of the bond.

Thanks,

Chad

[Chad Burgess](#)

[Senior Associate](#)

[Foreclosure](#)

[803-454-3540](#)

From: Terry Grant <terrygrantseries@gmail.com>

Sent: Wednesday, September 6, 2023 11:05 AM

To: coccp@bcgov.net; Chad Burgess <Chad.Burgess@brockandscott.com>; bsapp@lowcountry.com; Vivian <vivianmwoods@gmail.com>

Subject: Court of Appeals Case pending

This is to inform you that this case is now pending in the SC Court of Appeals, Please refrain from having anyone come to my property for any reason. It will be considered as harassment as well as creating a hostile environment.

Foreclosure sale will not be held on September 7, 2023 at 11am as advertised on Brock & Scotts Website. I am losing my right to quiet and peaceful enjoyment of my property.

Please remove advertisement from your website for Brock & Scott, PLLC.

For your information and immediate action please.

Serving AL, CT, FL, GA, KY, ME, MA, MD, MI, NH, NC, NJ, OH, PA, RI, SC, TN, TX, VT and VA

FDCPA: This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

To opt out of future electronic communication from Brock & Scott, PLLC [please click here](#) to submit your request and have your email address removed from our records.

Serving AL, CT, FL, GA, KY, ME, MA, MD, MI, NH, NC, NJ, OH, PA, RI, SC, TN, TX, VT and VA

FDCPA: This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

To opt out of future electronic communication from Brock & Scott, PLLC [please click here](#) to submit your request and have your email address removed from our records.

Serving AL, CT, FL, GA, KY, ME, MA, MD, MI, NH, NC, NJ, OH, PA, RI, SC, TN, TX, VT and VA

FDCPA: This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

To opt out of future electronic communication from Brock & Scott, PLLC [please click here](#) to submit your request and have your email address removed from our records.

Serving AL, CT, FL, GA, KY, ME, MA, MD, MI, NH, NC, NJ, OH, PA, RI, SC, TN, TX, VT and VA

FDCPA: This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

To opt out of future electronic communication from Brock & Scott, PLLC [please click here](#) to submit your request and have your email address removed from our records.



Beaufort County Fourteenth Judicial Circuit Court Rosters



[Pending Cases](#) [Search Summary](#) [Court Docket](#) [County Home Page](#) [South Carolina Judicial Department Home](#)
[Page Roster News](#)

Court Agency ▼ **Roster Type** ▼ **Begin Date** 

CMSWeb 6.1 © 2013 South Carolina Judicial Department • All rights reserved

99+

Mail

Chat

Spaces

Meet

Compose

Inbox1,385

Starred

Snoozed

Sent

Drafts5

More

Labels

Call log

hirealestatebroker...1

[Gmail]/Trash

INBOX

SMS

Unwanted

chad

Post Office Box 258
125 S. Jefferies Blvd.
Walterboro, South Carolina 29488
843-549-5923

From: "Chad Burgess" <Chad.Burgess@brockandscott.com>
To: "Guest" <terrygrantseries@gmail.com>, "Beaufort County Common Pleas" <cocccp@bcgov.net>, '<ctappfilings@sccourts.org>, "Ben Sapp" <bsapp@lowcountry.com>
Sent: Wednesday, October 18, 2023 9:30:16 AM

Subject: RE: Court of Appeals Case pending

Good Morning, Everyone,

Pursuant to Ms. Grant's email below, she does not appear to be requesting that a bond be set regardi
ordered sale. As such, we are respectfully requesting that the November 7, 2023 foreclosure sale prc

Thanks so much,



Terry Grant <terrygrantseries@gmail.com>

Deutsche Bank v. Terry Grant (2016CP0701466)

Chad Burgess <Chad.Burgess@brockandscott.com>

Thu, Nov 9, 2023 at 4:58 PM

To: Benjamin C P Sapp <bsapp@lowcountry.com>, Guest - Terry Grant <terrygrantseries@gmail.com>

Cc: Lauren Browder <Lauren.Browder@brockandscott.com>

Good Afternoon,

Per the Court's request at the November 3, 2023 hearing, I have attached a copy of the proposed order denying the Defendant's Motion to Stay.

Thanks,

Chad

Chad Burgess

Senior Associate

Foreclosure



Brock & Scott, PLLC

[3800 Fernandina Rd Ste 110](#)[Columbia, SC 29210](#)

Ph: 803-454-3540

Fx: (803) 454-3541

Chad.Burgess@brockandscott.com

Serving AL, CT, FL, GA, KY, ME, MA, MD, MI, NH, NC, NJ, OH, PA, RI, SC, TN, TX, VT and VA

FDCPA: This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

To opt out of future electronic communication from Brock & Scott, PLLC [please click here](#) to submit your request and have your email address removed from our records.

Serving AL, CT, FL, GA, KY, ME, MA, MD, MI, NH, NC, NJ, OH, PA, RI, SC, TN, TX, VT and VA

FDCPA: This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

To opt out of future electronic communication from Brock & Scott, PLLC [please click here](#) to submit your request and have your email address removed from our records.



Grant - 15-22471 - SR's Order Denying Defendant's Mtn to Stay.pdf

118K



Beaufort County Fourteenth Judicial Circuit Court Rosters



[Pending Cases Search Summary Court Docket County Home Page South Carolina Judicial Department Home Page Roster News](#)

Court Agency Roster Type Begin Date

Agency	Judge	Roster Type	Begin Date	End Date	Roster Description
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	08/07/2023	08/07/2023	August 7, 2023 Foreclosure Sale (11:00AM)
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	09/05/2023	09/05/2023	September 5, 2023 Foreclosure Sale (11:00AM)
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	09/06/2023	09/06/2023	August 2023 Deficiency Sale (11:00 AM) - NO CASES FOR THIS SALE
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	10/02/2023	10/02/2023	October 2, 2023 Foreclosure Sale (11:00AM)
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	10/05/2023	10/05/2023	September 2023 Deficiency Sale (11:00AM) NO CASES FOR THIS SALE
Beaufort County General Sessions	Bonds, Robert J.	Plea Docket	10/26/2023	10/26/2023	GS Plea Docket Before The Honorable Judge R. Bonds at 9:30 A.M.
Beaufort County General Sessions	Bonds, Robert J.	General Sessions Motion Roster	10/26/2023 9:30 AM	10/26/2023	GS Motion Roster before the Honorable R. Bonds
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	11/01/2023	11/01/2023	October 2023 Deficiency Sale (11:00AM) NO CASES OR THIS SALE
Beaufort County General Sessions	Maddox Jr., J. Cordell	2nd Appearance	11/06/2023	11/06/2023	GS 2nd Appearance before the Honorable J. Maddox 9:30 a.m
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	11/06/2023	11/06/2023	November 6, 2023 Foreclosure Sale (11:00AM)
Beaufort County General Sessions	Maddox Jr., J. Cordell	Plea Docket	11/06/2023	11/06/2023	GS Plea Docket Before The Honorable Judge J Maddox at 9:30 A.M
Beaufort County General Sessions	Maddox Jr., J. Cordell	General Sessions Motion Roster	11/06/2023 2:00 PM	11/06/2023	GS Motions Roster before the Honorable J. Cordell Maddox, Jr.
Beaufort County General Sessions	Maddox Jr., J. Cordell	2nd Appearance	11/07/2023	11/07/2023	GS 2nd Appearance before the Honorable J. Maddox 9:30 a.m
Beaufort County General Sessions	Maddox Jr., J. Cordell	Plea Docket	11/07/2023	11/07/2023	GS Plea Docket before the Honorable Judge C. Maddox at 9:30 A.M.
Beaufort County General Sessions	Maddox Jr., J. Cordell	General Sessions Motion Roster	11/07/2023 2:00 PM	11/07/2023	GS Motions Roster before the Honorable J. Cordell Maddox, Jr.
Beaufort County General Sessions	Mullen, Carmen Tevis	GS Jury	11/13/2023	11/17/2023	GS Trial Term of Court before the Honorable C. Mullen 9:30 a.m.
Beaufort County Common Pleas	Nettles, Michael G.	Common Pleas Motion Hearings	11/15/2023 9:30 AM	11/15/2023	CP Motions Before Judge Nettles (Webex or In Person)
Beaufort County General Sessions	Bonds, Robert J.	Plea Docket	11/16/2023	11/16/2023	GS Plea Docket before the Honorable R. Bonds 2:00 p.m.
Beaufort County General Sessions	Mullen, Carmen Tevis	General Sessions Motion Roster	11/16/2023 2:00 PM	11/16/2023	GS Motons Roster before the Honorable C. Mullen
Beaufort County General Sessions	Mullen, Carmen Tevis	General Sessions Motion Roster	11/17/2023 9:30 AM	11/17/2023	GS Motions Roster before the Honorable C. Mullen
Beaufort County Common Pleas	Mullen, Carmen Tevis	ADR Sanctions Roster	11/20/2023 10:00 AM	11/20/2023	ADR/Sanctions Roster (Webex) November 20, 2023 (Judge C. Mullen)
Beaufort County General Sessions	Bonds, Robert J.	GS Jury	11/27/2023	12/01/2023	GS Trial Term of Court before the Honorable R. Bonds 9:30 a.m.
Beaufort County Common Pleas	Dukes III, Marvin H	Master-In-Equity Motion Roster	11/28/2023 10:00 AM	11/28/2023	Judge Dukes' November 28th, 2023 Motion Roster
Beaufort County Common Pleas	Bonds, Robert J.	Jury	12/04/2023	12/08/2023	CP Jury Trial Roster - December 4, 2023 (Judge R. Bonds)
Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	12/04/2023	12/04/2023	December 4, 2023 Foreclosure Sale (11:00AM)

Beaufort County Master In Equity	Dukes III, Marvin H	Master's Sales	12/06/2023	12/06/2023	November 2023 Deficiency Sale (11:00AM)
Beaufort County Common Pleas	Goldsmith, Brooks P.	Non-Jury Cases	12/11/2023	12/15/2023	CPNJ Bench Trial Roster - December 11, 2023 (Judge B. Goldsmith)

1. Summary

Review this summary for a quick view of key information contained in your Equifax Credit Report.

Report Date	Jul 26, 2023
Credit File Status	Security Freeze in Place
Alert Contacts	0 Records Found
Average Account Age	5 Years, 7 Months
Length of Credit History	17 Years, 11 Months
Accounts with Negative Information	1
Oldest Account	AMERICAN HONDA FINANCE (Opened Aug 17, 2005)
Most Recent Account	CARMAX AUTO FINANCE (Opened Mar 12, 2023)

Credit Accounts

Your credit report includes information about activity on your credit accounts that may affect your credit score and rating.

Account Type	Open	With Balance	Total Balance	Available	Credit Limit	Debt-to-Credit	Payment
Revolving	5	3	\$26,373	\$5,027	\$31,400	84.0%	\$758
Mortgage							
Installment	6	6	\$419,175	-\$137,112	\$282,063	149.0%	\$1,235
Other							
Total	11	9	\$445,548	-\$132,085	\$313,463	84.0%	\$1,993

Other Items

Your credit report includes your Personal Information and, if applicable, Consumer Statements, and could include other items that may affect your credit score and rating.

Consumer Statements	0 Statements Found
Personal Information	9 Items Found
Inquiries	11 Inquiries Found
Most Recent Inquiry	CREDIT KARMA, INC Jul 22, 2023
Public Records	1 Records Found
Collections	0 Collections Found

All Open Charge-offs in the Last 6 Months:
000

All Open Charge-offs in the Last 12 Months:
000

All Open Charge-offs in the Last 7 Years:
000

All Open Charge-offs in the Last 9 Months:
000

All Open Charge-offs in the Last 24 Months:
000

Supplemental Public Records and Residential Information

Requested On:

TRANSUNION CONSUMER INTE

Requested on:
07/05/2023

Land Mass in Acres:
0.46

Total Land Mass in Square Feet:
20038

Assessed Improvement Value:
\$0

Market Improvement Value:
\$471,000

Improvement Value:
\$471,000

Home Equity Loans:
0

Home Equity Loan Amount:
\$0

Refinance or Equity Fixed Mortgages in Last 24 Months:
0

FHA Mortgage Loans Recorded:
0

Interest Rate on Most Recent Mortgage:
-1.00

Loan Term of Most Recent Mortgage (in Months):

Total Tax Amount:
\$2,894

Building Size in Square Feet:
0

Assessed Land Value:
\$0

Total Assessed Value of the Land and Improvements:
\$19,490

Total Market Value of the Land and Improvements:
\$510,300

Real Estate Sale Price:
\$100,000

Available Home Equity:
\$0

Refinance Indicator:
No

Conventional Mortgages recorded in the Last 24 Months:
0

First Mortgage Amount:
\$0

Second Mortgage Amount:
\$0

Foreclosure:
No

Should you wish to contact TransUnion, you may do so,

• Online:

To report an inaccuracy, please visit: service.transunion.com 

TERRY GRANT-ROBINSON**Personal & Confidential****Date Generated**

Jul 26, 2023

Report Number

4200-4348-49

At a Glance **20 Accounts** **0 Public Records** **4 Hard Inquiries**

Personal Information**9** Names**2** Addresses**1** Employers**3** Other Records

Because your personal information is reported by you, your creditors, and other sources, it's typical to see small variations in reported personal information, like names and addresses. For security reasons, many of these items can't be disputed online, but don't worry—they don't affect your credit score.

Names**TERRY L GRANT**

Name ID #860

TERRY GRANT

Name ID #10759

**TERRY L GRANT
ROBINSON**

Name ID #8859

**TERRY GRANT
ROBINSON**

Name ID #31371

**TERRY L
ROBINSON**

Name ID #23993

**TERRY LENNETTE
GRANT
ROBINSON**

Name ID #29258

**TERRY LENNETTE
GRANT**

Name ID #18477

**TERRY LENNETTE
GRANT**

Name ID #30097

TERRY ROBINSON

Name ID #11384

Addresses

PO BOX 21936
HILTON HEAD ISLAND SC, 29925-1936

Address ID #0238597825
Post office box

226 WILD HORSE RD
HILTON HEAD ISLAND SC, 29926-1284

Address ID #0499125140
Single family

Year of Birth

1968

Phone Numbers

(843) 301-5750
Cellular

(843) 342-5750
Residential

Employers

S C DEPT OF EDUCATION

Accounts

Includes credit cards, real estate loans and installment loans. This information is reported to the credit bureaus from your creditors.

CAPITAL ONE



Account Info

Account Name	CAPITAL ONE
Account Number	480213XXXXXXXXXX
Account Type	Business Card
Responsibility	Individual
Date Opened	01/10/2018
Status	Paid, Closed/Never late.
Status Updated	Sep 2018
Balance	-
Balance Updated	-
Recent Payment	-
Monthly Payment	-
Credit Limit	\$500
Highest Balance	\$463
Terms	-
On Record Until	Sep 2028



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2018	—	✓	✓	✓	✓	✓	✓	✓	CLS	—	—	—

✓ Current / Terms met CLS Closed

This account is scheduled to continue on record until Sep 2028.



Contact Info

Address	PO BOX 31293, SALT LAKE CITY UT 84131
Phone Number	(800) 955-7070



Comment

Current:

Account closed at credit grantor's request.

Previous:

None

CAPITAL ONE



Account Info

Account Name	CAPITAL ONE
Account Number	517805XXXXXXXXXX
Account Type	Credit card
Responsibility	Individual
Date Opened	02/26/2020
Status	Open/Never late.
Status Updated	Jul 2023
Balance	\$3,624
Balance Updated	07/17/2023
Recent Payment	-
Monthly Payment	\$167
Credit Limit	\$3,500
Highest Balance	\$3,624
Terms	-



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2023	✓	✓	✓	✓	✓	✓	✓	—	—	—	—	—
2022	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2020	—	—	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

✓ Current / Terms met



Balance Histories

Date	Balance	Scheduled Payment	Paid
Jun 2023	\$3,533	\$120	\$0 on 6/12/2023
May 2023	\$3,506	\$121	\$0 on 5/11/2023
Apr 2023	\$3,490	\$155	\$0 on 4/11/2023
Mar 2023	\$3,072	\$117	\$0 on 3/14/2023
Feb 2023	\$2,997	\$101	\$0 on 2/11/2023
Jan 2023	\$2,996	\$98	\$0 on 1/14/2023
Dec 2022	\$1,944	\$51	\$0 on 12/12/2022
Nov 2022	\$898	\$25	\$0 on 11/11/2022
Oct 2022	\$384	\$25	\$0 on 9/28/2022
Sep 2022	\$0	\$0	\$0 on 9/16/2022
Aug 2022	\$247	\$25	\$0 on 8/11/2022
Jul 2022	\$245	\$25	\$0 on 7/11/2022
Jun 2022	\$280	\$25	\$0 on 6/11/2022
May 2022	\$256	\$25	\$0 on 5/7/2022
Apr 2022	\$434	\$25	\$0 on 4/11/2022
Mar 2022	\$189	\$25	\$0 on 3/11/2022
Feb 2022	\$185	\$25	\$0 on 2/11/2022
Jan 2022	\$88	\$25	\$0 on 1/11/2022
Dec 2021	\$609	\$25	\$0 on 11/11/2021
Nov 2021	\$0	\$0	\$0 on 11/11/2021
Oct 2021	\$193	\$25	\$0 on 10/11/2021
Sep 2021	\$80	\$25	\$0 on 9/11/2021
Aug 2021	\$69	\$25	\$0 on 8/14/2021
Jul 2021	\$0	\$0	\$0 on 7/15/2021

Additional info

Between Jul 2022 and Jun 2023, your credit limit/high balance was \$3,500

Between Oct 2021 and Jun 2022, your credit limit/high balance was \$2,000

Between Jul 2021 and Sep 2021, your credit limit/high balance was \$500



Contact Info

Address
**PO BOX 31293,
SALT LAKE CITY UT 84131**

Phone Number
(800) 955-7070

CBNA



Account Info

Account Name
CBNA

Account Number
426938XXXXXXXXXX

Account Type
Credit card

Responsibility
Individual

Date Opened
01/15/2021

Status
Open/Never late.

Status Updated
June 2023

Balance
\$2,952

Balance Updated
06/28/2023

Recent Payment
-

Monthly Payment
\$101

Credit Limit
\$2,900

Highest Balance
\$2,952

Terms
-



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2023	✓	✓	✓	✓	✓	✓	—	—	—	—	—	—
2022	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

✓ Current / Terms met



Balance Histories

Date	Balance	Scheduled Payment	Paid
May 2023	\$2,917	\$101	\$0 on 5/3/2023
Apr 2023	\$2,775	\$99	\$0 on 4/20/2023
Mar 2023	\$2,873	\$103	\$0 on 3/19/2023
Feb 2023	\$2,635	\$88	\$0 on 2/11/2023
Jan 2023	\$2,728	\$95	\$0 on 1/14/2023
Dec 2022	\$2,610	\$68	\$0 on 12/16/2022
Nov 2022	\$1,530	\$29	\$0 on 11/20/2022
Oct 2022	\$0	\$0	\$0 on 10/21/2022
Sep 2022	\$1,134	\$29	\$0 on 9/10/2022
Aug 2022	\$408	\$29	\$0 on 8/28/2022
Jul 2022	\$973	\$29	\$0 on 7/17/2022
Jun 2022	\$1,601	\$29	\$0 on 6/24/2022
May 2022	\$882	\$0	\$0 on 5/29/2022
Apr 2022	\$737	\$29	\$0 on 3/27/2022
Mar 2022	\$0	\$0	\$0 on 3/27/2022
Feb 2022	\$96	\$29	\$0 on 2/24/2022
Jan 2022	\$908	\$29	\$0 on 1/15/2022
Dec 2021	\$768	\$29	\$0 on 12/19/2021
Nov 2021	\$371	\$29	\$0 on 11/17/2021
Oct 2021	\$253	\$29	\$0 on 10/23/2021
Sep 2021	\$257	\$29	\$0 on 9/23/2021
Aug 2021	\$746	\$29	\$0 on 8/17/2021
Jul 2021	\$1,133	\$29	\$0 on 7/15/2021

Additional info

Between Jun 2022 and May 2023, your credit limit/high balance was \$2,900

Between Jul 2021 and May 2022, your credit limit/high balance was \$2,000



Contact Info

Address

PO BOX 6497,
SIOUX FALLS SD 57117

Phone Number

(888) 237-8289

DEPT OF ED/AIDVANTAGE



Account Info

Account Name

DEPT OF ED/AIDVANTAGE

Account Number

976707XXXXXXXXXXXXXXXXXX

Account Type

Education

Responsibility

Individual

Date Opened

03/21/2013

Status

Open/Never late.

Status Updated

Dec 2022

Balance

\$352,209

Balance Updated

12/31/2022

Recent Payment

-

Monthly Payment

\$0

Original Balance

\$213,075

Highest Balance

-

Terms

300 Months



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2022	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2020	ND	ND	ND	ND	ND	ND	ND	ND	✓	✓	✓	✓
2019	ND	ND	ND	ND	ND	ND	ND	✓	✓	✓	ND	ND
2018	✓	✓	✓	✓	ND	ND	ND	ND	ND	ND	ND	ND
2017	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
2016	—	—	—	—	—	—	—	✓	ND	ND	ND	ND



Current / Terms met

ND

No data for this
period



Balance Histories

Date	Balance	Scheduled Payment	Paid
Nov 2022	\$352,209	\$0	\$0 on 11/11/2022
Oct 2022	\$352,209	\$0	\$0 on 10/11/2022
Sep 2022	\$352,209	\$0	\$0 on 9/11/2022
Aug 2022	\$352,209	\$0	\$0 on 8/11/2022
Jul 2022	\$352,209	\$0	\$0 on 7/11/2022
Jun 2022	\$352,209	\$0	\$0 on 6/11/2022
May 2022	\$352,209	\$0	\$0 on 5/11/2022
Apr 2022	\$352,209	\$0	\$0 on 4/11/2022
Mar 2022	\$352,209	\$0	\$0 on 3/11/2022
Feb 2022	\$352,209	\$0	\$0 on 2/11/2022
Nov 2021	\$352,209	\$0	\$0 on 11/11/2021
Oct 2021	\$352,209	\$0	\$0 on 10/11/2021
Sep 2021	\$352,209	\$0	\$0 on 9/11/2021
Aug 2021	\$352,209	\$0	\$0 on 8/11/2021
Jul 2021	\$352,209	\$0	\$0 on 7/11/2021

Additional info

The original amount of this account was \$213,075



Contact Info

Address

PO BOX 300001,
GREENVILLE TX 75403

Phone Number

(800) 722-1300

DEPT OF ED/AIDVANTAGE



Account Info

Account Name	DEPT OF ED/AIDVANTAGE
Account Number	976707XXXXXXXXXXXXXXXXXXXXXXX
Account Type	Education
Responsibility	Individual
Date Opened	02/24/2020
Status	Open/Never late.
Status Updated	Dec 2022
Balance	\$3,078
Balance Updated	12/31/2022
Recent Payment	-
Monthly Payment	\$0
Original Balance	\$3,069
Highest Balance	-
Terms	300 Months



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2022	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2020	—	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

✓ Current / Terms met



Balance Histories

Date	Balance	Scheduled Payment	Paid
Nov 2022	\$3,078	\$0	\$0 on 11/11/2022
Oct 2022	\$3,078	\$0	\$0 on 10/11/2022
Sep 2022	\$3,078	\$0	\$0 on 9/11/2022
Aug 2022	\$3,078	\$0	\$0 on 8/11/2022
Jul 2022	\$3,078	\$0	\$0 on 7/11/2022
Jun 2022	\$3,078	\$0	\$0 on 6/11/2022

Date	Balance	Scheduled Payment	Paid
May 2022	\$3,078	\$0	\$0 on 5/11/2022
Apr 2022	\$3,078	\$0	\$0 on 4/11/2022
Mar 2022	\$3,078	\$0	\$0 on 3/11/2022
Feb 2022	\$3,078	\$0	\$0 on 2/11/2022
Nov 2021	\$3,078	\$0	\$0 on 11/11/2021
Oct 2021	\$3,078	\$0	\$0 on 10/11/2021
Sep 2021	\$3,078	\$0	\$0 on 9/11/2021
Aug 2021	\$3,078	\$0	\$0 on 8/11/2021
Jul 2021	\$3,078	\$0	\$0 on 7/11/2021

Additional info

The original amount of this account was \$3,069



Contact Info

Address

PO BOX 300001,
GREENVILLE TX 75403

Phone Number

(800) 722-1300

DEPT OF ED/AIDVANTAGE



Account Info

Account Name

DEPT OF ED/AIDVANTAGE

Account Number

976707XXXXXXXXXXXXXXXXXXXXXXX

Account Type

Education

Responsibility

Individual

Date Opened

04/27/2020

Status

Open/Never late.

Status Updated

Dec 2022

Balance

\$5,125

Balance Updated

12/31/2022

Recent Payment

-

Monthly Payment

\$0

Original Balance

\$5,125

Highest Balance

-

Terms

300 Months



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2022	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2020	—	—	—	✓	✓	✓	✓	✓	✓	✓	✓	✓

✓ Current / Terms met



Balance Histories

Date	Balance	Scheduled Payment	Paid
Nov 2022	\$5,125	\$0	\$0 on 11/11/2022
Oct 2022	\$5,125	\$0	\$0 on 10/11/2022
Sep 2022	\$5,125	\$0	\$0 on 9/11/2022
Aug 2022	\$5,125	\$0	\$0 on 8/11/2022
Jul 2022	\$5,125	\$0	\$0 on 7/11/2022
Jun 2022	\$5,125	\$0	\$0 on 6/11/2022
May 2022	\$5,125	\$0	\$0 on 5/11/2022
Apr 2022	\$5,125	\$0	\$0 on 4/11/2022
Mar 2022	\$5,125	\$0	\$0 on 3/11/2022
Feb 2022	\$5,125	\$0	\$0 on 2/11/2022
Nov 2021	\$5,125	\$0	\$0 on 11/11/2021
Oct 2021	\$5,125	\$0	\$0 on 10/11/2021
Sep 2021	\$5,125	\$0	\$0 on 9/11/2021
Aug 2021	\$5,125	\$0	\$0 on 8/11/2021
Jul 2021	\$5,125	\$0	\$0 on 7/11/2021

Additional info

The original amount of this account was \$5,125



Contact Info

Address

PO BOX 300001,
GREENVILLE TX 75403

Phone Number

(800) 722-1300

DEPT OF ED/AIDVANTAGE



Account Info

Account Name

DEPT OF ED/AIDVANTAGE

Account Number

976707XXXXXXXXXXXXXXXXXXXXXXX

Account Type

Education

Responsibility

Individual

Date Opened

07/20/2020

Status

Open/Never late.

Status Updated

Dec 2022

Balance

\$2,056

Balance Updated

12/31/2022

Recent Payment

-

Monthly Payment

\$0

Original Balance

\$2,056

Highest Balance

-

Terms

300 Months



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2022	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2020	—	—	—	—	—	—	✓	✓	✓	✓	✓	✓



Current / Terms met



Balance Histories

Date	Balance	Scheduled Payment	Paid
Nov 2022	\$2,056	\$0	\$0 on 11/11/2022
Oct 2022	\$2,056	\$0	\$0 on 10/11/2022
Sep 2022	\$2,056	\$0	\$0 on 9/11/2022
Aug 2022	\$2,056	\$0	\$0 on 8/11/2022
Jul 2022	\$2,056	\$0	\$0 on 7/11/2022
Jun 2022	\$2,056	\$0	\$0 on 6/11/2022
May 2022	\$2,056	\$0	\$0 on 5/11/2022
Apr 2022	\$2,056	\$0	\$0 on 4/11/2022
Mar 2022	\$2,056	\$0	\$0 on 3/11/2022
Feb 2022	\$2,056	\$0	\$0 on 2/11/2022
Nov 2021	\$2,056	\$0	\$0 on 11/11/2021
Oct 2021	\$2,056	\$0	\$0 on 10/11/2021
Sep 2021	\$2,056	\$0	\$0 on 9/11/2021
Aug 2021	\$2,056	\$0	\$0 on 8/11/2021
Jul 2021	\$2,056	\$0	\$0 on 7/11/2021

Additional info

The original amount of this account was \$2,056



Contact Info

Address

PO BOX 300001,
GREENVILLE TX 75403

Phone Number

(800) 722-1300

KUBOTA CREDIT CORPORATIO

Potentially Negative



Account Info

Account Name

KUBOTA CREDIT CORPORATIO

Account Number	4764XXXX
Account Type	Secured Loan
Responsibility	Individual
Date Opened	03/29/2016
Status	Paid, Closed.
Status Updated	May 2021
Balance	-
Balance Updated	-
Recent Payment	-
Monthly Payment	-
Original Balance	\$24,589
Highest Balance	-
Terms	60 Months



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2021	✓	ND	✓	✓	CLS	—	—	—	—	—	—	—
2020	✓	✓	ND	ND	✓	ND	✓	✓	✓	✓	✓	✓
2019	150	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2018	✓	✓	✓	✓	✓	✓	✓	✓	✓	30	60	90
2017	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2016	—	—	—	—	✓	✓	✓	✓	✓	✓	✓	30

✓ Current / Terms met 30 Past due 30 days

60 Past due 60 days 90 Past due 90 days

150 Past due 150 days CLS Closed

ND No data for this period

Payment history guide

150 days past due as of Jan 2019

90 days past due as of Dec 2018

60 days past due as of Nov 2018

30 days past due as of Oct 2018, Dec 2016



Contact Info

Address

1000 KUBOTA DR,
GRAPEVINE TX 76051

Phone Number

(800) 624-7082



Comment

Current:

Account previously in dispute - investigation complete, reported by data furnisher

Previous:

Account previously in dispute - investigation complete, reported by data furnisher

Mar 2021 to Apr 2021, Jan 2021



Reinvestigation Info

This item remained unchanged from our processing of your dispute in Sep 2020.

KUBOTA CREDIT CORPORATIO

Potentially Negative



Account Info

Account Name	KUBOTA CREDIT CORPORATIO
Account Number	5659XXXX
Account Type	Secured Loan
Responsibility	Joint
Date Opened	07/11/2017
Status	Open.
Status Updated	Mar 2018
Balance	-
Balance Updated	-
Recent Payment	\$90 as of 1/12/2021
Monthly Payment	\$151
Original Balance	\$3,346
Highest Balance	-
Terms	24 Months
On Record Until	Feb 2025



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2021	✓	—	—	—	—	—	—	—	—	—	—	—
2020	ND	ND	ND	ND	ND	✓	ND	ND	ND	ND	ND	ND
2019	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
2018	30	30	✓	ND	ND	ND	ND	ND	ND	ND	ND	ND
2017	—	—	—	—	—	—	—	✓	✓	✓	30	✓

✓ Current / Terms met 30 Past due 30 days

ND No data for this
period

Payment history guide

30 days past due as of Feb 2018, Jan 2018, Nov 2017

This account is scheduled to continue on record until Feb 2025.



Contact Info

Address

1000 KUBOTA DR,
GRAPEVINE TX 76051

Phone Number

(800) 624-7082



Comment

Current:

Account previously in dispute - investigation complete, reported
by data furnisher

Previous:

None



Reinvestigation Info

This item was updated from our processing of your dispute in Oct
2020.

MERCEDES-BENZ FINANCIAL SERVICES



Account Info

Account Name

MERCEDES-BENZ FINANCIAL SERVICES

Account Number

700126XXXX

Account Type	Auto Lease
Responsibility	Individual
Date Opened	11/30/2005
Status	Paid, Closed/Never late.
Status Updated	Aug 2013
Balance	-
Balance Updated	-
Recent Payment	-
Monthly Payment	-
Original Balance	\$30,776
Highest Balance	-
Terms	39 Months
On Record Until	Aug 2023



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2013	✓	✓	✓	✓	✓	✓	ND	CLS	—	—	—	—
2012	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2011	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2010	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	✓	✓
2009	ND	✓	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND
2008	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	ND
2007	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2006	—	—	—	—	—	—	—	—	✓	✓	✓	✓

✓ Current / Terms met CLS Closed

ND No data for this period

This account is scheduled to continue on record until Aug 2023.



Contact Info

Address

13650 HERITAGE VALLEY PARKWAY,
FT WORTH TX 76177



Reinvestigation Info

This item was updated from our processing of your dispute in Aug 2013.

NAVY FEDERAL CR UNION



Account Info

Account Name	NAVY FEDERAL CR UNION
Account Number	403216XXXXXXXXXX
Account Type	Credit card
Responsibility	Individual
Date Opened	11/03/2022
Status	Open/Never late.
Status Updated	Jul 2023
Balance	\$19,797
Balance Updated	07/18/2023
Recent Payment	\$490 as of 7/18/2023
Monthly Payment	\$490
Credit Limit	\$20,000
Highest Balance	\$20,263
Terms	-



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2023	✓	✓	✓	✓	✓	✓	✓	—	—	—	—	—
2022	—	—	—	—	—	—	—	—	—	—	✓	✓

✓ Current / Terms met



Balance Histories

Date	Balance	Scheduled Payment	Paid
Jun 2023	\$19,993	\$492	\$800 on 6/2/2023
May 2023	\$20,255	\$477	\$867 on 5/3/2023
Apr 2023	\$20,173	\$365	\$0 on 3/17/2023
Mar 2023	\$18,222	\$327	\$327 on 3/17/2023
Feb 2023	\$16,343	\$301	\$301 on 2/11/2023

[illegible]

2020	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2019	—	—	—	—	—	—	✓	✓	✓	✓	✓	✓

✓ Current / Terms met CLS Closed

This account is scheduled to continue on record until Feb 2032.



Balance Histories

Date	Balance	Scheduled Payment	Paid
Jan 2022	\$1,285	\$230	\$50
Dec 2021	\$1,324	\$230	\$300
Nov 2021	\$1,613	\$230	\$0
Oct 2021	\$1,600	\$230	\$200
Sep 2021	\$1,785	\$230	\$400
Aug 2021	\$2,169	\$230	\$600
Jul 2021	\$2,748	\$230	\$100

Additional info

The original amount of this account was \$10,781



Contact Info

Address

PO BOX 3700,
MERRIFIELD VA 22119

Phone Number

(888) 842-6328

NAVY FEDERAL CR UNION



Account Info

Account Name	NAVY FEDERAL CR UNION
Account Number	430015XXXXXXX
Account Type	Auto Loan
Responsibility	Individual
Date Opened	07/17/2017
Status	Paid, Closed/Never late.

Status Updated	Oct 2020
Balance	-
Balance Updated	-
Recent Payment	-
Monthly Payment	-
Original Balance	\$13,366
Highest Balance	-
Terms	61 Months
On Record Until	Jun 2027



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2020	✓	✓	✓	✓	✓	✓	✓	✓	✓	CLS	—	—
2019	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2018	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2017	—	—	—	—	—	—	—	✓	✓	✓	✓	✓

✓ Current / Terms met CLS Closed

This account is scheduled to continue on record until Jun 2027.



Contact Info

Address
PO BOX 3700,
MERRIFIELD VA 22119

Phone Number
(888) 842-6328

SANTANDER CONSUMER USA



Account Info

Account Name
SANTANDER CONSUMER USA

Account Number
300001XXXXXXXXXX

Account Type
Auto Loan

Responsibility
Individual

Date Opened
05/16/2016

Status
Paid, Closed/Never late.

Status Updated
Jul 2017

Balance
-



This account is scheduled to continue on record until Jul 2027.



PO BOX 961211,
FORT WORTH TX 76161

(888) 222-4227

SYNCB/CAR CARE SYN CAR C



Account Name	SYNCB/CAR CARE SYN CAR C
Account Number	650159XXXXXXXXXX
Account Type	Charge Card
Responsibility	Individual
Date Opened	03/21/2019
Status	Closed/Never late.
Status Updated	June 2023
Balance	\$281
Balance Updated	06/28/2023
Recent Payment	-
Monthly Payment	\$30
Credit Limit	\$750

Highest Balance

\$878

Terms

-

On Record Until

Jun 2033



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2023	✓	✓	✓	✓	✓	CLS	—	—	—	—	—	—
2022	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2020	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2019	—	—	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓



Current / Terms met

CLS

Closed

This account is scheduled to continue on record until Jun 2033.



Balance Histories

Date	Balance	Scheduled Payment	Paid
May 2023	\$0	\$0	\$0 on 5/4/2023
Apr 2023	\$878	\$59	\$0 on 4/21/2023
Mar 2023	\$739	\$37	\$300 on 3/14/2023
Feb 2023	\$516	\$30	\$297 on 2/12/2023
Jan 2023	\$297	\$30	\$514 on 1/15/2023
Dec 2022	\$185	\$30	\$483 on 12/18/2022
Nov 2022	\$165	\$30	\$238 on 11/20/2022
Oct 2022	\$72	\$30	\$695 on 10/26/2022
Sep 2022	\$308	\$30	\$430 on 9/16/2022
Aug 2022	\$41	\$30	\$978 on 8/28/2022
Jul 2022	\$295	\$30	\$722 on 7/17/2022
Jun 2022	\$218	\$30	\$732 on 6/19/2022

Date	Balance	Scheduled Payment	Paid
May 2022	\$200	\$30	\$676 on 5/22/2022
Apr 2022	\$109	\$29	\$556 on 4/22/2022
Mar 2022	\$120	\$29	\$568 on 3/27/2022
Feb 2022	\$0	\$0	\$672 on 2/25/2022
Jan 2022	\$131	\$29	\$218 on 1/16/2022
Dec 2021	\$98	\$29	\$328 on 12/22/2021
Nov 2021	\$38	\$32	\$30 on 11/22/2021
Oct 2021	\$37	\$29	\$403 on 10/24/2021
Sep 2021	\$88	\$29	\$419 on 9/22/2021
Aug 2021	\$200	\$29	\$200 on 8/13/2021
Jul 2021	\$53	\$29	\$346 on 7/25/2021

Additional info

Between Jan 2022 and May 2023, your credit limit/high balance was \$750

Between Jul 2021 and Dec 2021, your credit limit/high balance was \$250



Contact Info

Address

PO BOX 965036,
ORLANDO FL 32896

Phone Number

(866) 657-0376



Comment

Current:

Account closed at credit grantor's request.

Previous:

None

SYNCB/JCPENNEY



Account Info

Account Name	SYNCB/JCPENNEY
Account Number	600889XXXXXXXXXX
Account Type	Charge Card
Responsibility	Individual
Date Opened	10/03/2019
Status	Open/Never late.
Status Updated	Jul 2023
Balance	\$0
Balance Updated	07/13/2023
Recent Payment	-
Monthly Payment	\$0
Credit Limit	\$500
Highest Balance	\$468
Terms	-



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2023	✓	✓	✓	✓	✓	✓	✓	—	—	—	—	—
2022	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2021	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2020	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2019	—	—	—	—	—	—	—	—	—	✓	✓	✓

✓ Current / Terms met



Balance Histories

Date	Balance	Scheduled Payment	Paid
Jun 2023	\$0	\$0	\$0 on 3/19/2021
May 2023	\$0	\$0	\$0 on 3/19/2021
Apr 2023	\$0	\$0	\$0 on 3/19/2021
Mar 2023	\$0	\$0	\$0 on 3/19/2021
Feb 2023	\$0	\$0	\$0 on 3/19/2021

Date	Balance	Scheduled Payment	Paid
Jan 2023	\$0	\$0	\$0 on 3/19/2021
Dec 2022	\$0	\$0	\$0 on 3/19/2021
Nov 2022	\$0	\$0	\$0 on 3/19/2021
Oct 2022	\$0	\$0	\$0 on 3/19/2021
Sep 2022	\$0	\$0	\$0 on 3/19/2021
Aug 2022	\$0	\$0	\$0 on 3/19/2021
Jul 2022	\$0	\$0	\$0 on 3/19/2021
Jun 2022	\$0	\$0	\$0 on 3/19/2021
May 2022	\$0	\$0	\$0 on 3/19/2021
Apr 2022	\$0	\$0	\$0 on 3/19/2021
Mar 2022	\$0	\$0	\$0 on 3/19/2021
Feb 2022	\$0	\$0	\$0 on 3/19/2021
Jan 2022	\$0	\$0	\$0 on 3/19/2021
Dec 2021	\$0	\$0	\$0 on 3/19/2021
Nov 2021	\$0	\$0	\$0 on 3/19/2021
Oct 2021	\$0	\$0	\$0 on 3/19/2021
Sep 2021	\$0	\$0	\$0 on 3/19/2021
Aug 2021	\$0	\$0	\$0 on 3/19/2021
Jul 2021	\$0	\$0	\$0 on 3/19/2021

Additional info

Between Jul 2021 and Jun 2023, your credit limit/high balance was \$500



Contact Info

Address

PO BOX 965007,
ORLANDO FL 32896

Phone Number

(800) 542-0800

USAA FEDERAL SAVINGS BK



Account Info

Account Name	USAA FEDERAL SAVINGS BK
Account Number	114310XXXX
Account Type	Auto Loan
Responsibility	Individual
Date Opened	11/03/2022
Status	Open/Never late.
Status Updated	June 2023
Balance	\$18,322
Balance Updated	06/30/2023
Recent Payment	\$346 as of 6/1/2023
Monthly Payment	\$373
Original Balance	\$20,305
Highest Balance	-
Terms	63 Months



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2023	✓	✓	✓	✓	✓	✓	—	—	—	—	—	—
2022	—	—	—	—	—	—	—	—	—	—	✓	✓

✓ Current / Terms met



Balance Histories

Date	Balance	Scheduled Payment	Paid
May 2023	\$18,585	\$373	\$400 on 5/3/2023
Apr 2023	\$18,903	\$373	\$373 on 4/6/2023
Mar 2023	\$19,185	\$373	\$373 on 3/5/2023
Feb 2023	\$19,471	\$373	\$373 on 2/4/2023
Jan 2023	\$19,659	\$373	\$0 on 12/5/2022
Dec 2022	\$19,659	\$373	\$746 on 12/5/2022

Date	Balance	Scheduled Payment	Paid
Nov 2022	\$20,305	\$373	\$0

Additional info

The original amount of this account was \$20,305



Contact Info

Address

PO BOX 33009,
SAN ANTONIO TX 78265

Phone Number

(800) 531-8722

USAA FEDERAL SAVINGS BK



Account Info

Account Name	USAA FEDERAL SAVINGS BK
Account Number	114310XXXX
Account Type	Auto Loan
Responsibility	Individual
Date Opened	11/03/2022
Status	Paid, Closed/Never late.
Status Updated	May 2023
Balance	-
Balance Updated	-
Recent Payment	-
Monthly Payment	-
Original Balance	\$23,698
Highest Balance	-
Terms	63 Months
On Record Until	May 2033



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2023	✓	✓	✓	✓	CLS	—	—	—	—	—	—	—
2022	—	—	—	—	—	—	—	—	—	—	—	✓



Current / Terms met

CLS

Closed

This account is scheduled to continue on record until May 2033.



Balance Histories

Date	Balance	Scheduled Payment	Paid
Apr 2023	\$22,534	\$436	\$0 on 3/15/2023
Mar 2023	\$22,426	\$436	\$436 on 3/15/2023
Feb 2023	\$22,750	\$436	\$436 on 2/11/2023
Jan 2023	\$23,040	\$436	\$436 on 1/1/2023
Dec 2022	\$23,372	\$436	\$436 on 12/3/2022
Nov 2022	\$23,698	\$436	\$0

Additional info

The original amount of this account was \$23,698



Contact Info

Address

PO BOX 33009,
SAN ANTONIO TX 78265

Phone Number

(800) 531-8722

WESTLAKE FINANCIAL SVCS



Account Info

Account Name	WESTLAKE FINANCIAL SVCS
Account Number	815XXXX
Account Type	Auto Loan
Responsibility	Individual
Date Opened	12/04/2014
Status	Paid, Closed.
Status Updated	Dec 2014
Balance	-
Balance Updated	-
Recent Payment	-
Monthly Payment	-
Original Balance	\$12,938

Highest Balance	-
Terms	66 Months
On Record Until	Dec 2024



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2014	—	—	—	—	—	—	—	—	—	—	—	CLS

CLS Closed

This account is scheduled to continue on record until Dec 2024.



Contact Info

Address	4751 WILSHIRE BLVD, LOS ANGELES CA 90010
Phone Number	(323) 692-8800

WESTLAKE FINANCIAL SVCS



Account Info

Account Name	WESTLAKE FINANCIAL SVCS
Account Number	817XXXX
Account Type	Auto Loan
Responsibility	Individual
Date Opened	12/08/2014
Status	Paid, Closed/Never late.
Status Updated	Jul 2017
Balance	-
Balance Updated	-
Recent Payment	-
Monthly Payment	-
Original Balance	\$14,306
Highest Balance	-
Terms	66 Months
On Record Until	Jul 2027



Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2017	✓	✓	✓	✓	✓	✓	CLS	—	—	—	—	—
2016	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2015	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2014	—	—	—	—	—	—	—	—	—	—	—	✓

✓ Current / Terms met CLS Closed

This account is scheduled to continue on record until Jul 2027.



Contact Info

Address

4751 WILSHIRE BLVD,
LOS ANGELES CA 90010

Phone Number

(323) 692-8800

Public Records

Information gathered from courts or other government agencies about legal matters associated with you. The most common Public Records are bankruptcies, tax liens, and monetary judgments.

No public records reported.

Hard Inquiries

Hard inquiries are requests for your consumer information based on an action or process initiated by you generally related to a credit or other monetary obligation, such as when you apply for credit, rental property, or utility service, or default on a loan causing it to be sent to a collection agency. Hard inquiries are displayed to companies that receive your consumer report and may stay on your report at least two years.

CARMAX

Inquired on
03/03/2023

225 CHASTAIN
MEADOWS CT
NW KENNESAW
GA, 30144

Unspecified. This
inquiry is
scheduled to
continue on record
until Apr 2025.

**USAA SAVINGS
BANK**

Inquired on
01/26/2023

PO BOX 33009
SAN ANTONIO
TX, 78265

Unspecified. This
inquiry is
scheduled to
continue on record
until Feb 2025.

**USAA FEDERAL
SAVINGS BAN**

Inquired on
11/03/2022

10750
MCDERMOTT
FWY SAN
ANTONIO TX,
78288

Charge Card. This
inquiry is
scheduled to
continue on record
until Dec 2024.

**CREDIT
TECHNOLOGIES
INC.**

Inquired on
09/13/2021

50481 W
PONTIAC TRAIL
WIXOM MI,
48393

Real Estate on
behalf of AMERIS
BANK. This inquiry
is scheduled to
continue on record
until Oct 2023.

Soft Inquiries

Soft inquiries are generally initiated by others, like companies making promotional offers or lenders periodically reviewing your existing credit accounts. Soft inquiries also include checking your own credit report or using credit monitoring services, and have no impact on your credit.

CAPITAL ONE

Inquired on
09/13/2022

PO BOX 30281,
SALT LAKE
CITY UT 84130
(800) 955-7070

CAPITAL ONE

Inquired on
06/13/2023

15000 CAPITAL
ONE DR,
RICHMOND VA
23238

**CAPITAL ONE
AUTO FIN PO#**

Inquired on
10/28/2022

PO BOX
259407,
PLANO TX
75025
(800) 946-0332

**CAPITAL ONE
AUTO FINANCE**

Inquired on
03/03/2023

7933 PRESTON
RD,
PLANO TX
75024
(800) 227-3863

CREDIT KARMA

Inquired on
07/19/2023,
07/12/2023,
07/08/2023,
07/05/2023,
07/01/2023,
06/28/2023,
06/24/2023,
06/21/2023,
06/17/2023,
06/14/2023,
06/10/2023,
06/07/2023,
06/03/2023,
05/31/2023,
05/27/2023,
05/24/2023,
05/20/2023,
05/17/2023,
05/13/2023,
05/10/2023,
05/06/2023,
05/03/2023,
04/29/2023,
04/26/2023,
04/22/2023,
04/19/2023,
04/15/2023,
04/12/2023,
04/08/2023,
04/05/2023,
04/01/2023,

**CREDIT KARMA
INC**

Inquired on
03/03/2023,
01/26/2023 an
d 11/03/2022

760 MARKET
ST FL 2,
SAN
FRANCISCO CA
94102

**CREDIT ONE
BANK**

Inquired on
05/16/2023,
04/12/2023 an
d 01/12/2023

6801 S
CIMARRON RD,
LAS VEGAS NV
89113
(415) 459-6100

CREDIT9 LLC

Inquired on
06/06/2023 an
d 03/20/2023

18201 VON
KARMAN AVE
FL 7,
IRVINE CA
92612

03/29/2023,								
03/25/2023,								
03/22/2023,								
03/18/2023,								
03/15/2023,								
03/11/2023,								
03/08/2023,								
03/04/2023,								
03/01/2023,								
02/25/2023,								
02/22/2023,								
02/18/2023,								
02/15/2023,								
02/11/2023,								
02/08/2023,								
02/04/2023,								
02/01/2023,								
01/28/2023,								
01/25/2023,								
01/21/2023,								
01/18/2023,								
01/14/2023,								
01/11/2023,								
01/07/2023,								
01/04/2023,								
12/31/2022,								
12/28/2022,								
12/24/2022,								
12/21/2022,								
12/17/2022,								
12/14/2022,								
12/10/2022,								
12/03/2022,								
11/30/2022,								
11/26/2022,								
11/23/2022,								
11/19/2022,								
11/16/2022,								
11/12/2022,								
11/09/2022,								
11/07/2022,								
11/02/2022,								
10/29/2022,								
10/26/2022,								
10/22/2022,								
10/19/2022,								

10/12/2022,
10/08/2022,
10/05/2022,
10/01/2022,
09/28/2022,
09/24/2022,
09/17/2022,
09/14/2022,
09/10/2022,
09/07/2022,
09/03/2022,
08/31/2022,
08/27/2022,
08/24/2022,
08/20/2022,
08/17/2022,
08/13/2022,
08/10/2022,
08/06/2022,
08/03/2022,
07/30/2022 and
07/27/2022

760 MARKET
ST FL 2,
SAN
FRANCISCO CA
94102

**DISCOVER
FINANCIAL
SVCS**

Inquired on
01/09/2023,
12/22/2022,
12/16/2022,
12/09/2022,
12/07/2022,
11/22/2022,
11/10/2022,
11/04/2022,
10/28/2022,
10/21/2022,
10/13/2022,
10/06/2022,
09/29/2022,
09/22/2022,

**DISH
NETWORK LLC**

Inquired on
04/19/2023 and
07/31/2022

9601 S
MERIDIAN
BLVD,
ENGLEWOOD
CO 80112

EXPERIAN

Inquired on
07/26/2023 and
11/20/2022

475 ANTON
BLVD,
COSTA MESA
CA 92626

EXPERIAN

Inquired on
07/11/2023,
07/10/2023,
07/03/2023,
06/26/2023,
06/19/2023,
06/16/2023,
06/12/2023,
06/05/2023,
06/02/2023,
05/29/2023,
05/27/2023,
05/22/2023,
05/20/2023,
05/15/2023,
05/08/2023,
05/01/2023,

09/09/2022,
09/01/2022,
08/25/2022,
08/18/2022,
08/12/2022,
08/04/2022 an
d 07/28/2022

PO BOX 15157,
WILMINGTON
DE 19850
(800) 347-2683

04/24/2023,
04/17/2023,
04/10/2023,
04/03/2023,
03/28/2023,
03/27/2023,
03/20/2023,
03/13/2023,
03/06/2023,
02/27/2023,
02/25/2023,
02/13/2023,
01/30/2023,
01/16/2023,
01/15/2023,
01/02/2023,
12/21/2022,
12/19/2022,
12/05/2022,
12/01/2022,
11/21/2022,
11/20/2022,
11/07/2022,
11/04/2022,
11/03/2022,
10/24/2022,
10/10/2022,
10/04/2022,
09/30/2022,
09/26/2022,
09/12/2022,
09/03/2022,
08/29/2022,
08/22/2022,
08/15/2022,
08/08/2022 an
d 08/01/2022

475 ANTON
BLVD,
COSTA MESA
CA 92626
(866) 431-3471

EXPERIAN

Inquired on
06/13/2023,
05/31/2023,
05/26/2023,
05/02/2023,
04/20/2023,
03/31/2023,
03/21/2023,
03/03/2023,
03/01/2023,
02/21/2023,
01/31/2023,
01/26/2023,
01/20/2023,
12/29/2022,
12/22/2022,
12/10/2022,
11/29/2022,
11/18/2022,
11/03/2022,
10/30/2022,
10/01/2022,
09/29/2022,
08/31/2022 and
08/30/2022

475 ANTON
BLVD,
COSTA MESA
CA 92626

EXPERIAN

Inquired on
11/20/2022

475 ANTON
BLVD,
COSTA MESA
CA 92626

EXPERIAN

Inquired on
11/20/2022

PO BOX 9600,
ALLEN TX
75013
(800) 311-4769

EXPERIAN**CREDITMATCH**

Inquired on
07/11/2023,
06/30/2023,
06/23/2023,
06/16/2023,
06/12/2023,
06/09/2023,
06/07/2023,
06/06/2023,
06/05/2023,
06/02/2023,
05/29/2023,
05/28/2023,
05/27/2023,
05/22/2023,
05/20/2023,
04/23/2023,
03/28/2023,
03/19/2023,
03/14/2023,
03/08/2023,
02/25/2023,
01/19/2023,
01/15/2023,
12/21/2022,
12/01/2022,
11/22/2022,
11/20/2022,
11/15/2022,
11/11/2022,
11/10/2022,
11/08/2022,
11/07/2022,
11/04/2022,
11/03/2022,
10/30/2022,
10/28/2022,
10/24/2022,
10/23/2022,
10/22/2022,
10/21/2022,
10/17/2022,
10/16/2022,
10/15/2022,

10/04/2022,
09/30/2022,
09/28/2022,
09/21/2022,
09/20/2022,
09/19/2022,
09/18/2022,
09/09/2022,
09/08/2022,
09/05/2022,
09/03/2022,
08/31/2022,
08/28/2022,
08/24/2022,
08/22/2022,
08/16/2022,
08/14/2022,
08/08/2022 and
07/29/2022

475 ANTON
BLVD # D4,
COSTA MESA
CA 92626

**LEXISNEXIS/IN
S/P&C**

Inquired on
11/03/2022

1000
ALDERMAN DR,
ALPHARETTA
GA 30005
(866) 323-0932

On behalf of
CALIFORNIA
CASUALTY for
Insurance
underwriting

**MARLETTE
SERVICING LLC**

Inquired on
08/02/2022

3419
SILVERSIDE RD,
WILMINGTON
DE 19810

**REPUBLIC
FINANCE LLC**

Inquired on
09/08/2022 and
07/26/2022

7031
COMMERCE
CIR STE 100,
BATON ROUGE
LA 70809
(800) 317-7662

**USAA FEDERAL
SAVINGS BK**

Inquired on
07/05/2023

PO BOX 33009,
SAN ANTONIO
TX 78265
(800) 531-8722

**USAA FEDERAL
SAVINGS BK**

Inquired on
11/03/2022

10750
MCDERMOTT
FWY,
SAN ANTONIO
TX 78284

Important Messages

Medical Information

By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display on your report, but on reports to others they display only as "MEDICAL PAYMENT DATA." Consumer statements included on your report at your request that contain medical information are disclosed to others.

Public Records Information

If your report contains public records, the Public Records section includes items from courts that Experian may have obtained through a third party vendor, LexisNexis Risk Data Management Inc. You may contact them at LexisNexis Consumer Center, PO Box 105615, Atlanta, GA 30348-5108, or visit <https://experianconsumers.lexisnexis.com>.

Contact Experian

Online

Visit Experian.com/dispute to dispute any inaccurate information, or click the dispute link next to the item. For FAQs and online access to your Experian Credit Report, Fraud Alerts, and Security Freezes, visit Experian.com/help

Phone

Monday - Friday

9am to 5pm
(855) 414-6047

Mail

Experian

PO Box 9701
Allen, TX 75013

Know Your Rights

Fair Credit Reporting Act (FCRA)

Para información en español, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, D.C. 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act.

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, D.C. 20552.**

You must be told if information in your file has been used against you. Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment — or to take another adverse action against you — must tell you, and must give you the name, address, and phone number of the agency that provided the information.

You have the right to know what is in your file. You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:

- a person has taken adverse action against you because of information in your credit report;
- you are the victim of identity theft and place a fraud alert in your file;
- your file contains inaccurate information as a result of fraud;
- you are on public assistance;
- you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for additional information.

You have the right to ask for a credit score. Credit scores are numerical summaries of your creditworthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.

You have the right to dispute incomplete or inaccurate information. If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.

Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information. Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.

Consumer reporting agencies may not report outdated negative information. In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or

bankruptcies that are more than 10 years old.

Access to your file is limited. A consumer reporting agency may provide information about you only to people with a valid need — usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.

You must give your consent for reports to be provided to employers. A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.

You may limit "prescreened" offers of credit and insurance you get based on information in your credit report. Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1 888 5OPTOUT (1 888 567 8688).

You may seek damages from violators. If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.

Identity theft victims and active duty military personnel have additional rights. For more Information, visit www.consumerfinance.gov/learnmore.

Consumers Have The Right To Obtain A Security Freeze

You have a right to place a 'security freeze' on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer's credit file. Upon seeing a fraud alert display on a consumer's credit file, a business is required to take steps to verify the consumer's identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For more information about your federal rights, contact:

FOR QUESTIONS OR CONCERNS REGARDING:

PLEASE CONTACT:

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list in addition to the Bureau:

a. Bureau of Consumer
Financial Protection
1700 G Street NW
Washington, DC 20552

b. Federal Trade Commission
Consumer Response Center
600 Pennsylvania Avenue NW
Washington, DC 20580

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

a. Office of the Comptroller of
the Currency
Customer Assistance Group
P.O. Box 53570
Houston, TX 77052

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

b. Federal Reserve Consumer
Help Center
PO Box 1200
Minneapolis, MN 55480

c. Nonmember Insured banks, Insured State Branches of Foreign Banks, and insured state savings associations

c. Division of Depositor and
Consumer Protection
National Center for Consumer
and Depositor Assistance
Federal Deposit Insurance
Corporation
1100 Walnut Street, Box #11
Kansas City, MO 64106

d. Federal Credit Unions

d. National Credit Union
Administration
Office of Consumer Financial
Protection
1775 Duke Street
Alexandria, VA 22314

3. Air carriers

Assistant General Counsel for
Office of Aviation Consumer
Protection
Department of Transportation
1200 New Jersey Avenue SE

Washington, DC 20590

4. Creditors Subject to Surface Transportation Board

Office of Public Assistance,
Governmental Affairs, and
Compliance
Surface Transportation Board
395 E Street SW
Washington, DC 20423

5. Creditors Subject to Packers and Stockyards Act

Nearest Packers and
Stockyards Division Regional
Office

6. Small Business Investment Companies

Associate Administrator, Office
of Capital Access
United States Small Business
Administration
409 Third Street SW, Suite 8200
Washington, DC 20416

7. Brokers and Dealers

Securities and Exchange
Commission
100 F Street NE
Washington, DC 20549

**8. Federal Land Banks, Federal Land Bank Associations,
Federal Intermediate Credit Banks, and Production Credit
Associations**

Farm Credit Administration
1501 Farm Credit Drive
McLean, VA 22102-5090

**9. Retailers, Finance Companies, and All Other Creditors
Not Listed Above**

FTC Regional Office for region
in which the creditor operates
or Federal Trade Commission:
Consumer Response Center -
FCRA
Washington, DC 20580

Notification of Rights

- [Notification of Rights for California Consumers](#)
- [Notification of Rights for Colorado Consumers](#)
- [Notification of Rights for Connecticut Consumers](#)
- [Notification of Rights for Maryland Consumers](#)
- [Notification of Rights for Massachusetts Consumers](#)
- [Notification of Rights for Texas Consumers](#)
- [Notification of Rights for Vermont Consumers](#)
- [Notification of Rights for Washington Consumers](#)

IN THE COURT OF COMMON PLEAS

STATE OF SOUTH CAROLINA)

CASE NO.: 2016-CP-07-01466

COUNTY OF BEAUFORT)

ORDER

Deutsche Bank National Trust Company as)
Trustee for NovaStar Mortgage Funding Trust))
Series 2006-5, NovaStar Home Equity Loan)
Asset-Backed Certificates, Series 2006-5,)

GRANTING DEFENDANT'S
MOTION TO STAY or
VACATE JUDGMENT

Plaintiff,)

v.)

Terry Lennette Grant,)

Defendant.)

ORDER

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Special Referee to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Special Referee shall be directly to the South Carolina Court of Appeals.

Pursuant to the said reference, a hearing was held on May 4, 2023, on the parties' pending cross motions for summary judgment. On June 12, 2023, the undersigned issued an Order granting the Plaintiff's motion for summary judgment and denying the Defendant's motion for summary judgment (hereinafter "Order").

The Order was entered on June 28, 2023. On July 7, 2023, Defendant, Terry Lennette Grant (hereinafter "Defendant" or "Grant"), requested reconsideration of the Order. An Order denying Grant's motion to reconsider was filed on September 1, 2023. Grant filed a Notice of

Appeal to the South Carolina Court of Appeals on September 5, 2023, and the appeal remains pending.

The Plaintiff asserted that the Order granting the Plaintiff's motion for summary judgment directed the foreclosure sale of real property and, as such, the Order was not stayed by the pending appeal pursuant to Rule 241(b)(4), SCACR. However, the foreclosure sale was not scheduled for November 3, 2023. Defendant diligently followed and checked the Foreclosure sale roster to ensure that her presence was not needed on November 3, 2023 at 11:00 a.m. According to the Beaufort County calendar no foreclosure sale was scheduled for November 3, 2023 (**See Exhibit # 1 Foreclosure Roster**). Due to the fact that Defendant noticed that the foreclosure sale was not on the foreclosure sale roster calendar, on November 2, 2023, she filed a Motion for a stay pending appeal and/or Motion to vacate judgment pursuant to SCRCP 60(b)

Defendant did not attend the sale, if there was one because it was not legally scheduled as required. She contacted the undersigned prior to the sale to inform the Court of her Motion by filing it before the sale. Out of an abundance of caution, immediately prior to conducting the November 3, 2023 foreclosure sale, the undersigned checked the Clerk of Court's records to determine if the Defendant had made any filings related to the sale.

. During this review, Defendant's Motion was discovered and reviewed as related to staying the sale. Defendant's Motion must be considered, and the foreclosure sale could and/or should not have proceeded, because it was not scheduled and there was an open motion.

Based upon careful review of the pleadings and subsequent filings made in this action, the applicable rules of civil procedure and case law concerning those rules, this Court makes the following findings of fact and conclusions of law as the grounds for granting of the

Defendant's Motion to Stay the Foreclosure sale.

FINDINGS OF FACT:

The Notice of the November 3, 2023 foreclosure sale was filed and served on the Defendant on October 4, 2023. Defendant having ample opportunity to file and serve her Motion and request a hearing in compliance with the timing requirements set forth in SCRPC Rule Rule 60(b)(3) , Defendant filed her Motion before November 3, 2023.

Based upon the timing of Defendant's Motion, Plaintiff have sufficient notice and opportunity to respond to her request and this Court has the opportunity to afford her the relief requested.

Therefore, this Court finds the Defendant's motion to be timely and effective in requesting a stay of the foreclosure sale. The undersigned has jurisdiction and must take up a motion for relief from judgment under SCRPC Rule 60(b) at this time and, as such, to the extent the Defendant's Motion requests such relief, this Court must take up Defendant's motion at present. The November 3, 2023 must be rescinded because of this outstanding Motion that must be strictly reviewed and addressed.

CONCLUSIONS OF LAW:

- 1) The November 3, 2023 sale was not scheduled according to the Court Roster.
- 2) Based on Rule 60(b)(3) of the South Carolina Rules of Civil Procedure allows a party to make a motion within one year (or as soon as reasonable) to set aside a judgment based on fraud¹. The Defendant's Motion to stay and/or Vacate Judgment of the foreclosure sale was timely and therefore must be carefully reviewed and Granted;

¹ Motion filed on November 2, 2023 has Exhibits #1-30 that must be reviewed

ORDER SIGNATURE PAGE

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

- 1) The Defendant's Motion to stay the foreclosure and/or vacate the Judgment is granted.
- 2) The November 3, 2023 foreclosure sale is impacted by the Defendant's Motion and must be rescinded and canceled.

AND IT IS SO ORDERED.

The Honorable Benjamin C.P. Sapp
Special Referee for Beaufort County

Dated: _____

Beaufort, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank national Trust Company as
Trustee for NovaStar Mortgage Funding
Trust, Series 2006-5 NovaStar Home
Equity Loan Asset-Backed Certificates
Series 2006-5

Plaintiff,

v.

Terry Lennette Grant

Defendant.

) IN THE COURT OF COMMON PLEAS

)

) CASE NO.: 2016-CP-07-01466

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

)

**NOTICE AND
MOTION FOR A STAY PENDING APPEAL**

and/or

MOTION TO VACATE JUDGMENT

**NOTICE AND MOTION FOR A STAY PENDING APPEAL AND/OR MOTION
TO VACATE JUDGMENT**

Pursuant to Rule 62(d), SCRPC and Rule 241(c)(1), SCACR, Defendant, Terry Lennette Grant, Pro Se files this Motion for Stay Pending Appeal or Motion to Vacate Foreclosure Judgment pursuant to Rule 60(b) SCRPC. Defendant requests a stay of this Court's Order of June 28 2023, granting foreclosure judgment and sale of Defendant's property in favor of Plaintiff, scheduled for November 3, 2023. Defendant is hereby requesting that the foreclosure sale be Stayed, Suspended, Canceled and/or Dismissed or Dismissed Completely with prejudice during the pendency of her appeal of that Order. The grounds for this motion are as follows: (1) such a stay or writ is necessary to preserve jurisdiction of the appeal or to prevent contested issues in the appeal from becoming moot; (2) such a stay or writ is necessary to protect Defendant from losing her home and becoming homeless for a wrongful and illegal foreclosure sale of the Defendant's property which has been in her family for over 100 years; and (3) such stay or vacating foreclosure

2023 OCT -2 PM 1:13

judgment is necessary to preserve Defendant's rights to protect her right to life, liberty, property and the pursuit of happiness, as well as the quiet enjoyment of her property, which has been lost of these past (13) thirteen years. (4) Defendant's appeal will present serious legal questions; and (5) absent a stay Defendant will suffer a continuation of the irreparable injury/harm that began over thirteen (13) years ago with the initial filing of this case on December 1, 2009.

Furthermore, Pursuant to South Carolina Rule of Civil Procedure 60(b) Defendant is requesting this Motion to Vacate Judgment pursuant to Rule 60 of the South Carolina Rules of Civil Procedure ("SCRCP").

Defendant further requests that the stay, if granted, be granted without the requirement of a bond (or the posting of a minimal bond), because Defendant already has possession of subject property and does not have a mortgage or lien (*See Exhibit # 1 Title Search on subject property dated December 27, 2016, specifically pages 1-6*) reflecting no mortgage or any lien on Defendant's property that is the subject of this case. This was an (18) eighteen year title search that was conducted. Defendant has submitted her Three major credit reporting agencies report (*See Exhibits 2 Transunion, 3 Equifax, and 4 Experian*), Defendant's most recent credit reports)¹, that are used nationally to reflect that the Defendant does not have a mortgage or any kind of lien on any property, specifically the property Plaintiff is attempting to foreclose on scheduled foreclosure sale November 3, 2023 or anytime thereafter. Defendant has also included a copy of those (3) three major credit reporting agencies report from 2012-2013 reflecting owing Plaintiff \$0 (*See Exhibit 4a -4c*).

Plaintiff has been unable to produce original mortgage and original note dated

¹Transunion, Equifax, and Experian three major credit reporting agencies used nationally reflects no evidence of a mortgage on Defendant's property

September 18, 2006 that has the Defendant's property and her signature and other legally² required documents to substantiate a legal closing and that they are real parties of interest to have standing to foreclose on Defendant's property, despite their claim to have produced these signed documents in court, in the August 3, 2021's hearing³ (*See Exhibit #5 Transcript from hearing date August 3, 2021, Pge No.____ and line No.____*). The appeal in the case will reveal exactly how the Plaintiff proceeded to close on Defendants' property: 1) without a HUD 1003 (*See Exhibit #6 email date September 19, 2006*) Uniform Residential Loan Application which was supposed to have been signed by Defendant; 2) with having a unsigned HUD 1 Settlement Statement (*See Exhibit #7 unsigned HUD - 1*) which was not signed by the Defendant, the Lender nor the Closing Attorney; 3) without Assignment of Mortgage (*See Exhibit #9 Assignment of Mortgage dated December 2, 2009*) after filing foreclosure action on December 1, 2009 against Defendant; much is owed to Defendant. Defendant will provide further argument and authorities in support of this Motion in the forthcoming, supporting Memorandum of Law and any other written argument relating to this motion.

I. JUDICIAL NOTICE REQUESTED

1) The Court is requested to take judicial notice of all pleadings and other documents in the Court file in this matter.

II. FACTS

2) On or around December 1st 2009, Plaintiff filed Summons, Complaint and Lis Pendens entitled (Non-Jury Mortgage Foreclosure) See C/A No 2009CP075612 (*See Exhibit #8*).

²Email dated September 19, 2006

³ Plaintiff asserted that they were in possession of the original mortgage and note; however, when offered to Judge for review, Judge declined to examine the alleged original mortgage and Original note and stated. "I take your word for it".

Plaintiff claims to be a corporation or other legal entity doing business in the State of South Carolina (See Complaint

para. 1). Plaintiff does not legally exist as a business entity authorized to do business in the state of South Carolina, according to the South Carolina Secretary of State (*See Exhibit #10 Business Search Plaintiff SC Secretary of State website No Record Found*) . Plaintiff claims "is the owner and holder of the note and mortgage covering real property which is the subject of the foreclosure action herein" See, para. 2 of Complaint filed. There was no copy of the promissory note attached to the complaint, there was no allegations that the promissory note was ever indorsed to the Plaintiff and/or its predecessors interest or that there was an allonge attached to said note made payable to the Plaintiff and/or its predecessors interest.

3) Plaintiff's Complaint alleges in para. 6, that On or around September 18, 2006, for value received, Defendant executed and delivered to *NovaStar Mortgage, Inc . (See Exhibit #11 Secretary of State corporation dissolved Aug. 3, 2009)* a certain promissory note in the sum of \$680,000.00 together with interest thereon at an adjustable rate pursuant to the terms of the note. Paragraph 7 alleges the the Defendant executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., (*See Exhibit#12 MERS no record found in SC Secretary of State*) its successors and assigns a mortgage covering the following property: "TMS R510-007-017B 000 being .38 acres a recombination of .10 acres and .38 acres also .10 acres..."

4) On September 19, 2006, (Refer to email Exhibit #6) the day after the alleged closing, Plaintiff's email correspondence in regards to this alleged mortgage and note, HUD 1003 and

HUD-1 was being discussed. Plaintiff's representatives (NovaStar Mortgage, Inc) of the alleged mortgage and note, the closing attorney's office exchanged communication via email attempting to establish which property was being covered under this alleged mortgage and note .46 acres or 3.95 acres (*Refer to Exhibit # 6 the emailed dated September 19, 2006) page 2 of 2 lines 10 & 11*)?. They further communicated that they were not in possession of a HUD 1003 Uniform Residential Loan Application signed by Defendant for closing. The Email dated September 19, 2006 was the day after alleged closing, which allegedly took place on September 18, 2006; HUD -1 Settlement Statement was not signed and not Certified by Defendant, the Lender or the Closing Attorney(*Refer to Exhibit#7 Unsigned HUD-1*).

5) On December 10, 2009 Plaintiff filed a document entitled "Assignment of Mortgage" which was created and/or fabricated on December 2, 2009 (*Refer to Exhibit #9 Assignment of Mortgage*) The Finkel Law Firm was representing the Plaintiff at this time.

6) On December 15, 2009 Plaintiff filed an Affidavit of Due and Diligent Search on the Defendant.

7) On February 12, 2010 Plaintiff filed a Notice of Dismissal (*See Exhibit #13 Notice of Dismissal*) which was dated February 8, and allegedly mailed on February 10, 2010, this case was dismissed without prejudice Rule 41(a).

8) On April 12, 2010 Plaintiff filed its second foreclosure action Summons, Complaint and Lis Pendens (*See Exhibit #14*) lawsuit against Defendant See C/A No. 2010CP0701690.

9) On April 19-May 10, 2010, Plaintiff filed several Affidavits of Due and Diligent Search on Defendant;

- 10) On May 10, 2010 Plaintiff filed Order on Defendant;
- 11) On June 15, 2010 ORDER of Reference to Master In Equity was filed
- 12) On April 19, 2011 the following documents was filed
 - a) ORDER to Amend Complaint to reform legal description Entered by CLERK
 - b) Amended Lis Pendens filed by Plaintiff
 - c) Amended Summons and Notices, Complaint filed by Plaintiff
 - d) Certificate of Exemption filed by Plaintiff
- 13) On or around April 28-May 12, 2011 Plaintiff filed Affidavit of Due and Diligent Search on Lindberg Bing.
- 14) On or around May 24, 2011 Defendant filed Objection to Amended Lis Penden, and Order to Amend Complaint to reform legal description of alleged mortgage;
- 15) On or around June 17, 2011 Plaintiff filed Notice of Foreclosure Intervention;
- 16) On or around June 28, 2011 Plaintiff filed the following:
 - a) Affidavit and Order of Publication
 - b) Amended Complaint and Summons
 - c) Amended Lis Pendend
- 17) On or around July 15, 2011 Defendant filed objection to the amended complaint, summons and Lis Penden for the second time;
- 18) On or around June 25, 2012 Plaintiff by way of counsel of record at the time Callison, Tighe & Robinson, LLC had created or fabricated a document entitled "Allonge" (*See Exhibit # 15 & 15a Allonges of Note*) for the alleged note Plaintiff claimed to be in possession on December 1, 2009 when Plaintiff first initiated this foreclosure action.
- 19) On or around June 12, 2013 Judge/Clerk entered an ORDER to Amend Complaint; this

was the second time the Complaint, Summons, Lis Pendens was amended;

20) On or around July 15, 2013 Defendant filed another objection to 2nd Amended Complaint, Summons and Notices. Defendant also filed Affidavit of Truth;

21) On or around September 4, 2013 Plaintiff filed Motion to Compel;

22) On or around September 9, 2013 an ORDER was enter granting Plaintiff's Motion to Compel Defendant to Deposition;

23) On or around October 8, 2013 Defendant filed the following:

- a) First Request for Admission
- b) First Interrogatories
- c) First Request for Production of Documents
- d) Action was taken to Compel Defendant to Submits Questions;

24) On or around October 18, 2013 Hearing scheduled before Master In Equity Marvin H. Dukes, III for November 18, 2013;

25) On October 28, 2013 Defendant received email from Plaintiff, which she answered on November 8, 2013;

26) On November 12, 2013 Plaintiff filed Motion for Partial Summary Judgment;

27) On or around November 18, 2013 Plaintiff filed Ocwen Loan Servicing Company's Affidavit to Support Plaintiff Motion for Partial Summary Judgment;

28) On December 20, 2013 Plaintiff's representing attorney received a letter from Judge Dukes instructing him to....(*See Exhibit #16 SC Public Index, Clerk of Court entry*);

29) On November 26, 2013 Defendant filed Objection for Lack of standing and Coram Non Judice;

30) December 2, 2013 Defendant filed a Notice and Motion to Reconsider Proposed

Summary Judgment;

31) December 30, 2013 Defendant filed a Motion to Vacate claims against Defendant;

32) January 31, 2014 Notice of hearing Motion to Vacate Plaintiff's filed;

33) February 5, 2014 Letter from Master In Equity reschedule hearing for March 3, 2014;

34) On or around February 7, 2014 ORDER (**■** **Order granting Partial MSJ and reforming MT...** See Exhibit # 17) entered granting Plaintiff's Motion for Partial

Summary Judgment;

35) On or around February 28, 2014 Plaintiffs filed the following:

- a) Motion Summary Judgment of Foreclosure and Sale
- b) Plaintiffs return in Opposition to Defendant's Motion to Vacate;

36) On or around March 3, 2014 ORDER entered denying Defendant's Motion to vacate that was filed December 30, 2013;

37) May 28, 2014 ORDER entered granting Foreclosure Judgment in favor of Plaintiff (Second time Foreclosure was granted *See Exhibit #18 ORDER dated May 28, 2014*);

38) On or around June 25, 2014 Plaintiff filed Notice of Sale, Order Judgment;

39) On or around July 21, 2014 Plaintiff filed Affidavit of Publication;

40) On or around October 23, 2015 through November 10, 2015 Clerk sent out Notices to release or destroyed exhibits submitted in this case;

41) On or around November 18, 2015 Plaintiff filed Motion and Consent Order Substituting law firms from Finkel Law Firm LLC to Brock & Scott, PLLC. The consent was agreed upon by

the lawyers themselves and signed off by Judge Dukes. Defendant was not given opportunity to consent or deny this strategic legal maneuvering by those parties involved.

42) On or around November 30, 2015 Plaintiff decided not to pursue the foreclosure judgment that was granted on May 28, 2014, for the second time. Plaintiff filed a Motion and Order Vacating Judgment, Canceling Lis Pendens and Dismissing the Case". Plaintiff clearly stated, "it is no longer equitable that the Judgment of Foreclosure should have prospective application".

43) On December 18, 2015 Defendant via sent letter to counsel of record Brock & Scott, PLLC requesting Validation Of Alleged Debt. Instead of Validating the Debt as required by law, Plaintiff filed the Motion to Vacate Judgment, Cancel Lis Pendens and Dismiss the case.

44) On or around December 28, 2015 Defendant filed a response to the Motion and Order Vacating Judgment.

45) On or around January 14, 2016 ORDER entered by Judge/Clerk Vacating Foreclosure Judgment without prejudice and canceled Lis Pendens in this case 2010CP0701690; however, Plaintiff once again chose not to pursue the foreclosure, stating "it is no longer equitable that the judgment of foreclosure should have prospective application", that being conveyed to the court case Summons and Complaint dismissed and Judgment of Foreclosure entered on May 28, 2014 was vacated (*See Exhibit #19 Order vacating Judgment, canceling Lis Pendens 2010LP070897 and dismissing case 2010CP0701690*).

46) On or around June 29, 2016 Defendant filed another foreclosure action against

Defendant. This is the third foreclosure action filed attempting to separate Defendant from her property (*See Exhibit #20 Summons and Complaint C/A No. 2016CO0701466*). Plaintiff failed to file the original note and the original note, assignment of mortgage and the assignment of note at the time the foreclosure action was filed. Plaintiff filed a Corrective Assignment of Mortgage on November 9, 2018 (*See Exhibit #21 Corrective Assignment of Mortgage*), further evidence that Plaintiff was not owner and holder of original Mortgage and Note at the time this case was filed June 29, 2016.

47) Plaintiff again claims to be a business entity duly authorized to conduct business in the State of South Carolina in para. 1 of said Complaint.

48) Plaintiff again claims that Defendant made, executed and delivered to NovaStar Mortgage, Inc (Lender) a certain Adjustable Rate Note dated September 18, 2006....

49) Plaintiff again claims that Defendant did make, execute, and delivered to Mortgage Electronic Registration Systems, Inc as Nominee for NovaStar Mortgage, Inc a certain mortgage dated September 18, 2006 securing the below described real property on page 2 still depicts the TMS R510 0700 000-017B being .10 acres, A Recombination Plat of .10 and .38....(*Refer to Exhibit #20 Complaint filed June 29, 2016*); This is not Defendant's property.

50) Plaintiff alleges in para. 8 of Complaint that "The Mortgage evidence secures the repayment of money advanced by the Lender to or on behalf of the Mortgagor(s) and constitutes a valid first lien on the property. Defendant states where is the evidence of money advanced by the Lender to or on behalf of the Defendant that would support claiming a first lien on

Defendant's property. Plaintiff first must show strict proof they are the real party of interest by producing the original note and original mortgage with blue ink signature of Defendant;

LEGAL STANDARD AND ARGUMENT

SCRCP 60. Relief from a Judgment or Order

(b) **GROUND FOR RELIEF FROM A FINAL JUDGMENT, ORDER, OR PROCEEDING.** On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:

- (1) mistake, inadvertence, surprise, or excusable neglect;
- (2) newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);
- (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;
- (4) the judgment is void;
- (5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable; or
- (6) any other reason that justifies relief.

In this case Defendant has discovered:

- 1) New evidence according to SCRCP 60(b)(2) - newly discovered evidence that, with reasonable diligence, could not have been discovered in time to move for a new trial under Rule 59(b);

On January 13, 2023 Plaintiff scheduled and conducted a Deposition of one attorney William Sloan. During this sworn deposition Plaintiff submitted the following documents as exhibits (Click on below to open document):

- **Notice of Deposition.pdf**, (See Exhibit #22 William Sloan, Esquire's Disposition)
- **Endorsed Note.pdf** (See Attachments page 5 Exhibit #23 and 23a alleged Endorsed Note)

- a) Exhibit 2 submitted on January 13, 2023, appears to have been dated on 5/28/2014 with a blue stamp stating "judgment entered on this Note 10-1690 Hon. Marvin H. Dukes, III Master-In-Equity Beaufort County, South Carolina". On the left side "Sloan Depo Ex 2 -Pg 5". However, it was not recorded in the Court records. There is no electronic date stamp from the Clerk of Court on the right side of this document.
- b) On June 22, 2017 Plaintiff submitted a copy of this same document as an exhibit for Plaintiff's Motion for summary judgment; however, it appears that the blue ink nor black copy of that stamp dated 5/28/2014 is not present, which was supposed to state, " 5/28/14 Judgment entered on this Note 10-1690 Hon. Marvin H. Dukes, III Master-In-Equity Beaufort County, South Carolina" See Attached Adjustable Rate Note June 22, 2017 Page 5).

2) Plaintiff's own request should be enough to grant relief from this Foreclosure Judgment and Order (See Attached Order Vacating and dismissing Foreclosure Judgment);

SCRCP 60(b)(5) clear GROUNDS FOR RELIEF FROM A FINAL JUDGMENT, ORDER, OR PROCEEDING (5) the judgment has been satisfied, released, or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable;

2010 Action - Filed order vacating judgment... (Refer to Exhibit #19)

- c) **This case was vacated and dismissed with the following language**"Since the date of the Judgment of Foreclosure the plaintiff has decided not to pursue the foreclosure Thus it is no longer equitable that the Judgment of foreclosure should have prospective application. Accordingly, pursuant to Rule60(b) (5) SCRCP,... Hereby, requests that its Summons and Complaint be dismissed of record, and further requests that the Judgment of Foreclosure entered on May 28, 2014 be vacated'.

SCRCP 60(b)(3) clear GROUNDS FOR RELIEF FROM A FINAL JUDGMENT, ORDER, OR PROCEEDING (3) fraud (whether previously called intrinsic or extrinsic), misrepresentation, or misconduct by an opposing party;

3) Plaintiff Filed Complaint 6-29-2016 (Refer to Exhibit #20), April 12, 2010 and December 1, 2009⁵

Plaintiff filed third complaint without having standing, no Assignment of Mortgage giving Plaintiff standing to Foreclosure; no Allonge of Note giving Plaintiff standing to Foreclose on Defendant's property. Note Separated from Note twice:

d) No Assignment of Mortgage when case was filed either time

- i) **■ Corrective Assignment of Mortgage dated Nov 9, ... (Refer to Exhibit # 21)**
- ii) **■ Assignment of Mortgage December 2, 2009 (Refer to Exhibit # 9)**

e) 1st Allonge Created: Allonge of Note dated June 25, 2012 that separated alleged Note from Alleged Mortgage. (Refer to Exhibit # 15 & 15a)

- i) **■ Allonge dated June 25, 2012 (Compare both Allonge)**

f) 2nd Allonge Created: Allonge of Note not dated again separating the Note from the Mortgage; no information (See item 2 Endorse Note page 8) compare to different allonge created. This one was submitted to the sworn deposition held on January 13, 2023 by Plaintiff via counsel of record.

- i) **■ Endorsed Note.pdf (See Page 8 of this document) (Refer to Exhibits 23 & 23a)**

g) HUD - 1 Settlement Closing Statement (Refer to Exhibit #7) is not signed by Defendant, lender or Closing Attorney on alleged settlement date September 18, 2006.

⁴ Fraud, whether intrinsic or extrinsic, misrepresentation, or other misconduct of an adverse party are express grounds for relief by motion under amended subdivision (b). There is no sound reason for their exclusion. The incorporation of fraud and the like within the scope of the rule also removes confusion as to the proper procedure. It has been held that relief from a judgment obtained by extrinsic fraud could be secured by motion within a "reasonable time," which might be after the time stated in the rule had run. *Fiske v. Buder* (C.C.A. 8th, 1942) 125 F.(2d) 841; see also inferentially *Bucy v. Nevada Construction Co.* (C.C.A. 9th, 1942) 125 F.(2d) 213. On the other hand, it has been suggested that in view of the fact that fraud was omitted from original Rule 60(b) as a ground for relief, an independent action was the only proper remedy. Commentary, *Effect of Rule 60(b) on Other Methods of Relief From Judgment* (1941) 4 Fed. Rules Serv. 942, 945. The amendment settles this problem by making fraud an express ground for relief by motion; and under the saving clause, fraud may be urged as a basis for relief by independent action insofar as established doctrine permits. See Moore and Rogers, *Federal Relief from Civil Judgments* (1946) 55 Yale L.J. 623, 653-659; 3 *Moore's Federal Practice* (1938) 3267 et seq. And the rule expressly does not limit the power of the court, when fraud has been perpetrated upon it, to give relief under the saving clause. As an illustration of this situation, see *Hazel-Atlas Glass Co. v. Hartford Empire Co.* (1944) 322 U.S. 238.

⁵ Doctrine of Res Judicata; Lanneau D. Lide, *Res Judicata in South Carolina*, 4 S.C.L.R. 333. (1952).

- i) ■ - HUD 1 Closing Statement.pdf (unsigned) (Refer to Exhibit #7)
- h) **The GreenPoint Mortgage that was never assigned to Plaintiff, Defendant satisfied her Mortgage.**
 - i) **Greenpoint Mtg.pdf December 8, 2003 (See Exhibit #24)**
 - 1) On 3.95 acres never on .46 acres with a house
 - ii) **Release of Green Point Mortgage.pdf April 21, 2004 (See Exhibit #25)**
 - 1) 3.95 acres illegally added .46 acres by adding the save and except clause not in original mortgage of December 8, 2003
 - iii) **Sat of GreenPoint Mtg.pdf (See Exhibit #26)**
 - 1) **Has a different loan numbers from the allonge of note**
 - (a) Allonge of Note loan #71971014
 - (b) Sat of GreenPoint Mtg loan #0082924036
 - (c) NovaStar Mortgage Funding, Inc alleged Loan Number # 06-A19024 ■ Mortgage.pdf NovaStar (See alleged Loan Number #06-A19021)
 - (d) GreenPoint Mortgage was satisfied according to the release satisfaction dated April 21, 2004;
- i) **SCBT Mortgage.pdf (See Exhibit #27 & 27a) August 2005**
 - 1) On 3.95 acres never .46 acres with a house
 - 2) Satisfaction of SCBT Mortgage; however never assigned to Plaintiff, Defendant satisfied her Mortgage
 - 3) Plaintiff has the burden of proof that Plaintiff satisfied this lien other the state it on an unsigned HUD-1 Settlement Closing Statement;
- j) **SCDOR TAX LIEN (See Exhibits # 28 and 28a)**
 - 1) Sat of SCDOR Tax Lien.pdf See Exhibit #28a
 - 2) Tax Lien was satisfied in the amount of \$22,948.87 according to SCDOR. however, Plaintiff has the burden of proof that Plaintiff satisfied this lien other than the information recorded on an unsigned HUD-1 Settlement Closing Statement (Refer to Exhibit# 7), which stated the amount allegedly disbursed \$22,837.33; Defendant paid her taxes;
- k) **Federal Taxes allegedly paid as stated on unsigned HUD-1 Settlement Closing Statement (Refer to Exhibit# 7);**
 - i) At the May 4, 2023 hearing Plaintiff admitted that they could find no evidence to support that Defendant owed any Federal Taxes (See Exhibit # 29 Transcript of this hearing Page No ___ and Line ___)
- l) **The Judge that oversaw these cases, ruled in favor of the Plaintiff, granting several foreclosure judgments, then allowed them to vacate and dismiss these**

same judgments and re-file a new lawsuit each time under different law firms, finally disqualified and recused himself from this case stating in his order "It was a conflict of interest". (See Exhibit # 30 Order of Recusal dated December 1, 2022)

Defendant is respectfully asking this court to either Stay, Suspend, Vacate and dismiss this Foreclosure Judgment as required according to SC Rule of Civ. Proc. 60(b)(2), (3), (5) and (6). Defendant further requests that the stay, if granted, be granted without the requirement of a bond (or the posting of a minimal bond), because Defendant already has possession of subject property and does not have a mortgage or lien as evidence provided herein has been revealed and shown.

In the alternative, in the event the Court denies this Motion, Defendant requests that the date of compliance with the Court's June 28, 2023 and September 1, 2023's Order be extended to allow Defendant to present her Stay request to the Court of Appeals and still have time to comply with Order, if necessary. Defendant therefore respectfully requests an extension of the Foreclosure Sale scheduled November 3, 2023 deadline to a four weeks past the later of (a) the date of any order of this Court denying Defendant's Motion for a Stay of this Court's Foreclosure Sale scheduled for November 3, 2023 via June 28, 2023 and September 1, 2023's Order; or (b) the date of any order of the Court of Appeals denying any Motion for a Stay of this Court's June 28, 2023 Order and the Order dated September 1, 2023.

DEFENDANT'S SIGNATURE PAGE

**NOTICE AND MOTION FOR A STAY PENDING APPEAL AND/OR MOTION
TO VACATE JUDGMENT**

Respectfully submitted,



Terry Lennette Grant, Defendant. Pro Se
P O Box 21936
Hilton Head Island, SC 29926
843-301-5750

Plaintiff's Attorney of Record
Chad W. Burgess, Esq.
Brock & Scott, PLLC
3800 Fernandina Road, Ste 110
Columbia, SC 29210
803-454-3541

November 2, 2023

EXHIBIT #1

**Title Search on subject property dated December 27, 2016,
specifically pages 1-6)**

CHARLES MICHAEL FEELEY
ATTORNEY AT LAW
792 FOLLY ROAD, SUITE 5
CHARLESTON, SOUTH CAROLINA 29412
TELEPHONE (843) 324-8763
FAX (843) 795-0566

December 27, 2016

Terry Lennette Grant
226 Wild Horse Road
Hilton Head, SC 29926

Re: Limited Title Opinion Letter

**Property: 0.46+/- Ac, Plats 139-125 and 136-139,
Beaufort County TMS: R510-007-000-018A 0000
Street Address: 26 Wild Horse Rd, Hilton Head, SC 29926
Owner: Terry Lennette Grant**

Ms. Grant:

You have requested that I conduct a limited title examination of your above-referenced property in Beaufort County SC, for the purpose of determining the existence of any liens against the property. To that end, I examined the public records of Beaufort County, South Carolina from 9/11/1998 thru 10/3/2016 at 8:00 a.m., concerning the above-described real property.

Ownership Summary

- a. Your property was originally part of a larger tract owned by Abraham Grant.
- b. On 9/11/1998, Mr. Grant conveyed a 3.95 acre tract to Terry Grant Enterprises, Inc., by deed recorded 10/5/1998 at 1091-1851.
- c. On 8/9/2001, the same 3.95 acre tract was conveyed from Terry Grant Enterprises, Inc. to Terry Lennette Grant, by deed recorded 8/24/2001 at 1463-54, and re-recorded 2/10/2004 at 1908-2034.
- d. On 3/17/2004, Lindberg Bing conveyed all property shown on plat 98-75 (save the 0.38 acre tract) to Terry Lennette Grant, by deed recorded 3/18/2004 at 1924-2538.
- e. On 5/28/2014, Terry Lennette Grant conveyed the 3.95 acre tract less and accepting a 0.46 acre tract shown on plat 96-191 to Christopher Robinson, by deed recorded 5/28/2014, at 3323-1640.



Limited Title Opinion Letter

Property: 0.46+/- Ac, Plats 139-125 and 136-139,
Beaufort County TMS: R510-007-000-018A 0000
Street Address: 26 Wild Horse Rd, Hilton Head, SC 29926
Owner: Terry Lennette Grant

- f. On 12/23/2014, Christopher Robinson conveyed the 3.95 acre tract less and accepting a 4.542 acre tract shown on plat 139-125 to Terry Lennette Grant, by deed recorded 12/30/2014, at 3370-977.
- g. Your property consists of the residual property from the aforesaid conveyances, which is the 0.46 acre tract shown on plat 139-125 and 136-139.

Liens and Other Encumbrances

1. Beaufort County real property taxes and user fees:
Taxes for 2016 are a lien, but not yet due and payable until 12/31/2016
Taxes for 2015: \$5,868.43 -- PAID
Taxes for 2014: \$2,990.06 -- PAID
Delinquent Taxes: None.
2. Mortgages, Pledges, Hypothecations and other voluntary liens:
 - a. Mortgage to: Novastar Mortgage, Inc., recorded 9/26/2006, at 2448-823,
which covers the 0.48 acres identified on plat 98-75
Assigned to: Deutsche Bank National Trust Company, as Trustee for
NovaStar Mortgage Funding Trust, Series 2006-5, at 2915-902

NOTE: The 0.48 acre tract covered by the mortgage is NOT the 0.46 acre residual property that you now own

3. Federal Tax Liens, State Tax Liens, Judgments, Lis Pendens, UCC Liens, Mechanic's Liens and other miscellaneous liens:
 - a. Lis Pendens and pending foreclosure action at 2016-CP-07-01466
4. Covenants, Conditions, Restrictions, Agreements, Easements, Leases and other encumbrances:
 - a. Easement to Palmetto Electric Cooperative, Inc. at: 1474-448
 - b. Matters shown on plats: 81-137, 86-17, 86-18, 96-191, 97-106, 97-107, 98-75 and 136-139
5. Standard Exceptions:
 - a. Any rights, claims, liens, encumbrances or other matters not properly recorded and/or indexed in the Charleston County public records;
 - b. Inaccuracies contained within the Charleston County public records;
 - c. Rights or claims by undisclosed parties in possession; rights or claims of undisclosed heirs and/or based on unprobated estates; rights or claims based on



Limited Title Opinion Letter

Property: 0.46+/- Ac, Plats 139-125 and 136-139,

Beaufort County TMS: R510-007-000-018A 0000

Street Address: 26 Wild Horse Rd, Hilton Head, SC 29926

Owner: Terry Lennette Grant

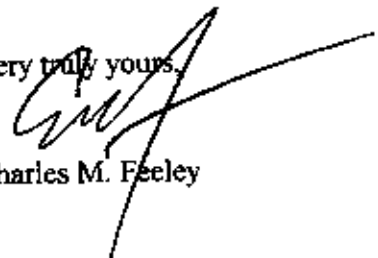
alleged fraud, forgery, mistake, distress, duress, coercion, undue influence, unconscionability, failure of consideration, failure of delivery, lack of counsel, lack of capacity and/or lack of authority, in connection with any action, instrument or proceeding affecting title; rights or claims indexed against a party solely in a maiden or married name, nickname, shortened name, changed name, alias, a/k/a, d/b/a, partnership name, and/or any other name, which varies from the name shown on the instrument vesting title into such party; rights or claims arising solely by operation of marital status; and/or, undisclosed rights, claims or liens for services, labor or materials furnished in connection with the property.

- d. Matters of survey, including encroachments, boundary disputes, dedications, easements, issues pertaining to access, riparian rights, violations of covenants, variances in quantity of land, the accuracy of any plats of record, and any matters as may appear from a physical inspection and/or current survey of the property.
- e. Governmental rights of imminent domain, and any applicable zoning, permitting, building, health and safety, and/or environmental laws, regulations or ordinances.
- f. Any proceedings, stays, notices, orders, decrees, judgments and/or other liens, as may be filed in any Federal Courts.
- g. Any rights, claims, liens, encumbrances or other matters, outside of the effective dates of this title certificate.

6. Other exceptions or notes, if any, are as follows: **None.**

7. This is a limited opinion of title, given only to **Terry Lennette Grant** and is not transferable or to be relied upon by any third-parties for any reason, without the express permission of the undersigned.

Very truly yours,


Charles M. Feeley

Encl.



Beaufort County, South Carolina

generated on 10/3/2016 10:32:00 AM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of
R510 007 000 018A 0000	00341008	226 WILD HORSE RD, Hilton Head Island	10/1/2016

Current Parcel Information

Owner	GRANT TERRY LENNETTE	Property Class Code	ResImp SingleFamily
Owner Address	226 WILD HORSE RD HILTON HEAD ISLAND SC 29926	Acreage	.4600
Legal Description	LOT A POR WILD HORSE RD AREA FKA RESIDENCE/PORTION AT 6% RATIO PB72 P23A DRAINAGE ESMT SPLIT 2/02 0.23 AC 7/511 9/04 0.23 AC MERGED FROM 7/511 PB96 P191 PB97 P107 PB98 P75 3/05 0.10 AC ADDED FROM 7/178 3/05 1.26 AC ADDED FROM 7/178 2/15 SPLIT 4.54 AC 7/1078 PB139 P125		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2015	\$30,400	\$393,400	\$423,800	\$5,858.43	\$5,868.43
2014	\$209,500	\$393,400	\$602,900	\$2,990.06	\$2,990.06
2013	\$209,500	\$393,400	\$602,900	\$2,945.82	\$2,945.82
2012	\$429,093	\$500,825	\$929,918	\$2,979.90	\$2,979.90
2011	\$429,093	\$500,825	\$929,918	\$2,955.40	\$2,955.40
2010	\$429,093	\$500,825	\$929,918	\$2,888.34	\$2,888.34
2009	\$429,093	\$500,825	\$929,918	\$2,732.70	\$3,217.61
2008	\$162,500	\$428,400	\$590,900	\$2,587.90	\$2,587.90
2007	\$162,500	\$428,400	\$590,900	\$2,420.03	\$2,908.03
2006	\$162,500	\$428,400	\$590,900	\$1,040.47	\$4,444.52

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
ROBINSON CHRISTOPHER	3370 977	12/30/2014	QU		\$1
GRANT TERRY LENNETTE	3323 1640	5/28/2014	QU		\$1
GRANT TERRY LENNETTE	1924 2538	3/17/2004	QC		\$1

TERRY GRANT ENTERPRISES INC L-	1463 54	8/9/2001	Fu	\$1
GRANT TERRY LENNETTE	1908 2034	8/9/2001	Fu	\$1
GRANT ABRAHAM % ABE GRANT	1091 1851	9/11/1998	Fu	\$100,000
GRANT ABRAHAM % ABE GRANT	170 176	1/1/1980	Fu	\$0
		12/31/1776	Or	\$0

Building	Type	Use Code Description	Improvements			Square Footage	Improvement Size
			Constructed Year	Stories	Rooms		
R01	DWELL	Dwelling	2002	2.0	01	695	
R01	DWELL	Dwelling	2002	2.0	01	3,010	
R01	ATTGAR	Attached Garage	2002	0	0		723

Building	Type	Feature Code	Features & Exterior Features		No. / Sq.Ft.	Value
			Description			
R01	DWELL	2CHMMASO	2s Outside masonry chimney		1	\$1,700
R01	DWELL	COOLING	None		1	\$0
R01	DWELL	EXT. COVER	Stucco		1	\$0
R01	DWELL	FOUNDATION	Full Slab		1	\$0
R01	DWELL	HEATING	Forced hot air		1	\$0
R01	DWELL	MAS	Masonry fireplace		1	\$4,600
R01	DWELL	OPP	Open Frame Porch		252	\$7,320
R01	DWELL	OMP-S	Open Masonry Porch		252	\$8,970
R01	DWELL	WOODK	Wood Deck		376	\$4,510

Beaufort County, South Carolina

generated on 10/3/2016 10:31:31 AM EDT

Search by Owner Name...

Parcel ID	Address	Owner Name
M700 015 000 0060 A000		GRANT TERESA
R510 007 000 018A 0000	226 WILD HORSE RD, Hilton Head Island	GRANT TERRY LENNETTE

Search performed on 10/3/2016 10:31:31 AM EDT
with = STARTSWITH
and Owner Name = GRANT TER
and SortBy = PARCELID ASC

EXHIBIT #2

CREDIT REPORT

Transunion July 26, 2023

**Reflecting no Mortgage or lien on Defendant's
property**

All Open Charge-offs in the Last 6 Months:
000

All Open Charge-offs in the Last 12 Months:
000

All Open Charge-offs in the Last 7 Years:
000

All Open Charge-offs in the Last 9 Months:
000

All Open Charge-offs in the Last 24 Months:
000

Supplemental Public Records and Residential Information

Requested On:

TRANSUNION CONSUMER INTE

Requested on:
07/05/2023

Land Mass in Acres:
0.46

Total Land Mass in Square Feet:
20038

Assessed Improvement Value:
\$0

Market Improvement Value:
\$471,000

Improvement Value:
\$471,000

Home Equity Loans:
0

Home Equity Loan Amount:
\$0

Refinance or Equity Fixed Mortgages in Last 24 Months:
0

FHA Mortgage Loans Recorded:
0

Interest Rate on Most Recent Mortgage:
-1.00

Loan Term of Most Recent Mortgage (in Months):

Total Tax Amount:
\$2,894

Building Size in Square Feet:
0

Assessed Land Value:
\$0

Total Assessed Value of the Land and Improvements:
\$19,490

Total Market Value of the Land and Improvements:
\$510,300

Real Estate Sale Price:
\$100,000

Available Home Equity:
\$0

Refinance Indicator:
No

Conventional Mortgages recorded in the Last 24 Months:
0

First Mortgage Amount:
\$0

Second Mortgage Amount:
\$0

Foreclosure:
No

Should you wish to contact TransUnion, you may do so,

• Online:

To report an inaccuracy, please visit: service.transunion.com

All Open Charge-offs in the Last 6 Months:
000

All Open Charge-offs in the Last 12 Months:
000

All Open Charge-offs in the Last 7 Years:
000

All Open Charge-offs in the Last 9 Months:
000

All Open Charge-offs in the Last 24 Months:
000

Supplemental Public Records and Residential Information

Requested On:

TRANSUNION CONSUMER INTE

Requested on:
07/05/2023

Land Mass in Acres:
0.46

Total Land Mass in Square Feet:
20038

Assessed Improvement Value:
\$0

Market Improvement Value:
\$471,000

Improvement Value:
\$471,000

Home Equity Loans:
0

Home Equity Loan Amount:
\$0

Refinance or Equity Fixed Mortgages in Last 24 Months:
0

FHA Mortgage Loans Recorded:
0

Interest Rate on Most Recent Mortgage:
-1.00

Loan Term of Most Recent Mortgage (in Months):

Total Tax Amount:
\$2,894

Building Size in Square Feet:
0

Assessed Land Value:
\$0

Total Assessed Value of the Land and Improvements:
\$19,490

Total Market Value of the Land and Improvements:
\$510,300

Real Estate Sale Price:
\$100,000

Available Home Equity:
\$0

Refinance Indicator:
No

Conventional Mortgages recorded in the Last 24 Months:
0

First Mortgage Amount:
\$0

Second Mortgage Amount:
\$0

Foreclosure:
No

Should you wish to contact TransUnion, you may do so,

• Online:

To report an inaccuracy, please visit: service.transunion.com

EXHIBIT #3

CREDIT REPORT

Equifax July 26, 2023

**Reflecting no Mortgage or lien on Defendant's
property**

1. Summary

Review this summary for a quick view of key information contained in your Equifax Credit Report.

Report Date	Jul 26, 2023
Credit File Status	Security Freeze in Place
Alert Contacts	0 Records Found
Average Account Age	5 Years, 7 Months
Length of Credit History	17 Years, 11 Months
Accounts with Negative Information	1
Oldest Account	AMERICAN HONDA FINANCE (Opened Aug 17, 2005)
Most Recent Account	CARMAX AUTO FINANCE (Opened Mar 12, 2023)

Credit Accounts

Your credit report includes information about activity on your credit accounts that may affect your credit score and rating.

Account Type	Open	With Balance	Total Balance	Available	Credit Limit	Debt-to-Credit	Payment
Revolving	5	3	\$26,373	\$5,027	\$31,400	84.0%	\$758
Mortgage							
Installment	6	6	\$419,175	-\$137,112	\$282,063	149.0%	\$1,235
Other							
Total	11	9	\$445,548	-\$132,085	\$313,463	84.0%	\$1,993

Other Items

Your credit report includes your Personal Information and, if applicable, Consumer Statements, and could include other items that may affect your credit score and rating.

Consumer Statements	0 Statements Found
Personal Information	9 Items Found
Inquiries	11 Inquiries Found
Most Recent Inquiry	CREDIT KARMA, INC Jul 22, 2023
Public Records	1 Records Found
Collections	0 Collections Found

1. Summary

Review this summary for a quick view of key information contained in your Equifax Credit Report.

Report Date	Jul 26, 2023
Credit File Status	Security Freeze in Place
Alert Contacts	0 Records Found
Average Account Age	5 Years, 7 Months
Length of Credit History	17 Years, 11 Months
Accounts with Negative Information	1
Oldest Account	AMERICAN HONDA FINANCE (Opened Aug 17, 2005)
Most Recent Account	CARMAX AUTO FINANCE (Opened Mar 12, 2023)

Credit Accounts

Your credit report includes information about activity on your credit accounts that may affect your credit score and rating.

Account Type	Open	With Balance	Total Balance	Available	Credit Limit	Debt-to-Credit	Payment
Revolving	5	3	\$26,373	\$5,027	\$31,400	84.0%	\$758
Mortgage							
Installment	8	6	\$419,175	-\$137,112	\$282,063	149.0%	\$1,235
Other							
Total	11	9	\$445,548	-\$132,085	\$313,463	84.0%	\$1,993

Other Items

Your credit report includes your Personal Information and, if applicable, Consumer Statements, and could include other items that may affect your credit score and rating.

Consumer Statements	0 Statements Found
Personal Information	9 Items Found
Inquiries	11 Inquiries Found
Most Recent Inquiry	CREDIT KARMA, INC Jul 22, 2023
Public Records	1 Records Found
Collections	0 Collections Found

1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates.

b. Such affiliates that are not banks, savings associations, or credit unions also should list in addition to the Bureau:

a. Bureau of Consumer
Financial Protection
1700 G Street NW
Washington, DC 20552

b. Federal Trade Commission
Consumer Response Center
600 Pennsylvania Avenue NW
Washington, DC 20580

2. To the extent not included in item 1 above:

a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks

a. Office of the Comptroller of
the Currency
Customer Assistance Group
P.O. Box 53570
Houston, TX 77052

b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act

b. Federal Reserve Consumer
Help Center
PO Box 1200
Minneapolis, MN 55480

c. Nonmember insured banks, Insured State Branches of Foreign Banks, and insured state savings associations

c. Division of Depositor and
Consumer Protection
National Center for Consumer
and Depositor Assistance
Federal Deposit Insurance
Corporation
1100 Walnut Street, Box #11
Kansas City, MO 64106

d. Federal Credit Unions

d. National Credit Union
Administration
Office of Consumer Financial
Protection
1775 Duke Street
Alexandria, VA 22314

3. Air carriers

Assistant General Counsel for
Office of Aviation Consumer
Protection
Department of Transportation
1200 New Jersey Avenue SE

EXHIBIT #4

CREDIT REPORT

EXPERIAN

JULY 26, 2023

REFLECTING NO MORTGAGE
OR LIEN

10750
MCDERMOTT
FWY,
SAN ANTONIO
TX 78284

Important Messages

Medical Information

By law, we cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect such information, it could appear in the name of a data furnisher (i.e., "Cancer Center") that reports your payment history to us. If so, those names display on your report, but on reports to others they display only as "MEDICAL PAYMENT DATA." Consumer statements included on your report at your request that contain medical information are disclosed to others.

Public Records Information

If your report contains public records, the Public Records section includes items from courts that Experian may have obtained through a third party vendor, LexisNexis Risk Data Management Inc. You may contact them at LexisNexis Consumer Center, PO Box 105615, Atlanta, GA 30348-5108, or visit <https://experianconsumers.lexisnexis.com>.

Contact Experian

Online

Visit Experian.com/dispute to dispute any inaccurate information, or click the dispute link next to the item. For FAQs and online access to your Experian Credit Report, Fraud Alerts, and Security Freezes, visit Experian.com/help

Phone

Monday - Friday

9am to 5pm
(855) 414-6047

Mail

Experian

PO Box 9701
Allen, TX 75013

Know Your Rights

Fair Credit Reporting Act (FCRA)

Washington, DC 20590

4. Creditors Subject to Surface Transportation Board

Office of Public Assistance,
Governmental Affairs, and
Compliance
Surface Transportation Board
395 E Street SW
Washington, DC 20423

5. Creditors Subject to Packers and Stockyards Act

Nearest Packers and
Stockyards Division Regional
Office

6. Small Business Investment Companies

Associate Administrator, Office
of Capital Access
United States Small Business
Administration
409 Third Street SW, Suite 8200
Washington, DC 20416

7. Brokers and Dealers

Securities and Exchange
Commission
100 F Street NE
Washington, DC 20549

**8. Federal Land Banks, Federal Land Bank Associations,
Federal Intermediate Credit Banks, and Production Credit
Associations**

Farm Credit Administration
1501 Farm Credit Drive
McLean, VA 22102-5090

**9. Retailers, Finance Companies, and All Other Creditors
Not Listed Above**

FTC Regional Office for region
in which the creditor operates
or Federal Trade Commission:
Consumer Response Center -
FCRA
Washington, DC 20580

TERRY GRANT-ROBINSON

Personal & Confidential

Date Generated

Jul 26, 2023

Report Number

4200-4348-49

**At a
Glance****20 Accounts****0 Public Records****4 Hard Inquiries****Personal Information****9** Names**2** Addresses**1** Employers**3** Other Records

Because your personal information is reported by you, your creditors, and other sources, it's typical to see small variations in reported personal information, like names and addresses. For security reasons, many of these items can't be disputed online, but don't worry—they don't affect your credit score.

Names**TERRY L GRANT**

Name ID #860

TERRY GRANT

Name ID #10759

TERRY L GRANT**ROBINSON**

Name ID #8859

TERRY GRANT**ROBINSON**

Name ID #31371

**TERRY L
ROBINSON**

Name ID #23993

**TERRY LENNETTE
GRANT
ROBINSON**

Name ID #29258

**TERRY LENNETTE
GRANT**

Name ID #18477

**TERRY LENETTE
GRANT**

Name ID #30097

TERRY ROBINSON

Name ID #11384

Addresses

PO BOX 21936
HILTON HEAD ISLAND SC, 29925-1936

Address ID #0238597825
Post office box

226 WILD HORSE RD
HILTON HEAD ISLAND SC, 29926-1284

Address ID #0499125140
Single family

Year of Birth

1968

Phone Numbers

(843) 301-5750
Cellular

(843) 342-5750
Residential

Employers

S C DEPT OF EDUCATION

Accounts

Includes credit cards, real estate loans and installment loans. This information is reported to the credit bureaus from your creditors.

CAPITAL ONE

Payment History

	J	F	M	A	M	J	J	A	S	O	N	D
2017	✓	✓	✓	✓	✓	✓	CLS	—	—	—	—	—
2016	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2015	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
2014	—	—	—	—	—	—	—	—	—	—	—	✓

✓ Current / Terms met CLS Closed

This account is scheduled to continue on record until Jul 2027.



Contact Info

Address

4751 WILSHIRE BLVD,
LOS ANGELES CA 90010

Phone Number

(323) 692-8800

Public Records

Information gathered from courts or other government agencies about legal matters associated with you. The most common Public Records are bankruptcies, tax liens, and monetary judgments.

No public records reported.

Hard Inquiries

Hard inquiries are requests for your consumer information based on an action or process initiated by you generally related to a credit or other monetary obligation, such as when you apply for credit, rental property, or utility service, or default on a loan causing it to be sent to a collection agency. Hard inquiries are displayed to companies that receive your consumer report and may stay on your report at least two years.

EXHIBIT #4a-c

CREDIT REPORT

Transunion, Equifax and Experian 2012-2013

**Reflecting no Mortgage or lien on Defendant's
property**

TRANSUNION

COLLECTOR	ACCOUNT NUMBER	OWNERSHIP	DATE OPEN	BALANCE DATE	BALANCE AMOUNT	DATE OF STATUS	STATUS
07 DTSCH BNK TRST CO AMARICAS AS	****7001	Individual	03/27/2012	05/31/2012	\$0.00		PAID
07 DTSCH BNK TRST CO AMARICAS AS	****7002	Individual	03/27/2012	05/31/2012	\$0.00		PAID

EQUIFAX

COLLECTOR	ACCOUNT NUMBER	OWNERSHIP	DATE OPEN	BALANCE DATE	BALANCE AMOUNT	DATE OF STATUS	STATUS
DTSCH BNK TRST	****7001	Individual			\$0.00		At least 120 days or more late
DTSCH BNK TRST	****7002	Individual			\$0.00		At least 120 days or more late

EXPERIAN

COLLECTOR	ACCOUNT NUMBER	OWNERSHIP	DATE OPEN	BALANCE DATE	BALANCE AMOUNT	DATE OF STATUS	STATUS
DTSCH BNK TRST CO AMERICAS AS	****7001	Individual	03/2012	03/25/2013			Paid account/was a collection
DTSCH BNK TRST CO AMERICAS AS	****7002	Individual	03/2012	03/25/2013			Paid account/was a collection

EXHIBIT #5

Transcript from hearing date August 3, 2021

Page 1-7

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
)
COUNTY OF BEAUFORT) C/A No. 2016-CP-07-01466

Deutsche Bank National Trust Company as)
Trustee for NovaStar Mortgage Funding)
Trust, Series 2006-5, NovaStar Home)
Equity Loan, Asset-Backed Certificates,)
Series 2006-5,)

Plaintiff,)

v.)

Terry Lennette Grant; Catherine Alls,)

Defendants.)

HEARING

Tuesday, August 3, 2021
10:30 a.m. - 10:35 a.m.

The hearing before The Honorable Marvin H. Dukes, III, Master-In-Equity for Beaufort County, was taken at 102 Ribaut Road, Courtroom 3, Beaufort, South Carolina on the 3rd day of August, 2021, before Barbara J. Howell, Court Reporter and Notary Public in and for the State of South Carolina.



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

APPEARANCES

William P. Stork, Esquire
 Brock & Scott, PLLC
 Westpark Center
 3800 Fernandina Road, Suite 120
 Columbia, South Carolina 29210
 Attorney for the Plaintiff

INDEX

<u>CALL TO ORDER:</u>	<u>PAGE:</u>
THE COURT	3
<u>MOTION FOR SUMMARY JUDGMENT</u>	
<u>PLAINTIFF'S ARGUMENT FOR THE MOTION:</u>	
MR. STORK	3
<u>RULING BY THE COURT:</u>	
THE COURT	6
<u>CLOSING REMARKS:</u>	
THE COURT	7
Certificate	8

EXHIBITS

(There were no exhibits marked during this hearing.)



1 CALL TO ORDER:

2 THE COURT: Good morning, then. We're here in 2016-
3 CP-07-01466, this is Deutsche Bank versus Grant
4 and Alls. This is a Motion for Summary
5 Judgment that was previously filed and served.
6 It is 10:30 a.m. on the third day of August,
7 2021.

8 The names of the Defendants have been
9 called three times in the hallway without
10 result. Additionally, the deputy station
11 downstairs reports that no one has come in and,
12 for this hearing, and had to take their
13 telephone back to the car or anything like
14 that. So, it's a fair assumption, at this
15 point, that no one from the defense side is
16 going to appear.

17 So I'm happy to hear from you, sir.

18 MR. STORK: Thank you very much, Your Honor.

19 MOTION FOR SUMMARY JUDGMENT

20 PLAINTIFF'S ARGUMENT FOR THE MOTION - MR. STORK:

21 MR. STORK: May it please the Court. Will Stork
22 with Brock and Scott representing the
23 Plaintiff.

24 This is an action for foreclosure of a
25 note and mortgage. The note being entered into



1 by the Defendant, Terry Grant, on September 18,
2 2006, and payable to the order of NovaStar
3 Mortgage, Inc., the sum of 680,000 dollars with
4 interest, and an adjustable rate initially of
5 7.75 percent.

6 This note was secured by a mortgage
7 delivered to Ameris, as nominee for NovaStar
8 Mortgage, encumbering the subject real
9 property; which mortgage was recorded with the
10 Beaufort County registry on September 26, 2006,
11 in book 2448 at page 823. Thereafter, the
12 mortgage was assigned to Deutsche -- to the
13 Plaintiff by assignment recorded December 10th,
14 2009, in book 2915 at page 902.

15 It is of record that the legal description
16 and the mortgage was previously reformed by
17 Order granting Plaintiff's Motion for Partial
18 Summary Judgment recorded February 7th, 2014,
19 in Civil Action Number 2010-CP-07-01690.

20 The last payment was credited to this
21 account on December 1st, 2007. No demand has
22 been made. The arrearage has not been cured.
23 Total debt at this time is 1,624,441 dollars
24 and 87 cents.

25 Plaintiff filed, in addition to



1 Plaintiff's Motion for Summary Judgment,
2 Plaintiff filed an Affidavit in Support of
3 Judgment testifying as to the existence of the
4 debt, the breach of the debt, the damages,
5 which under U.S. Bank v. Hills is the prima
6 facie case for foreclosure. That Affidavit
7 also included a detailed breakdown of the
8 outstanding debt figures.

9 Additionally, Plaintiff filed a Affidavit
10 of Attorney's Fees and Costs. No affidavits in
11 opposition have been received; there's really
12 been no communication from either Defendant
13 Grant or Defendant Alls for the past quite some
14 time.

15 So, at this time, Judge, it's Plaintiff's
16 position there is no genuine issue of material
17 fact and that summary judgment would be proper.
18 We are requesting a September 7th, 2021, sales
19 date, and deficiency is waived in this matter,
20 Judge.

21 **THE COURT:** Thank you very much. And let's see. I
22 understand the Plaintiff asserts that there are
23 no COVID holds or anything like that on this
24 loan at this time, is that accurate?

25 **MR. STORK:** That's correct, Your Honor. A



1 Certificate of Compliance with the Cares Act
2 order was filed, I believe, a little later on
3 last week along with an Amended Affidavit of
4 Default.

5 **THE COURT:** Okay. Thank you very much.

6 **MR. STORK:** And, Your Honor, I do have the properly-
7 endorsed original note in my possession if you
8 would like to inspect prior to ruling.

9 **THE COURT:** Thank you. I will take Counsel's word
10 that, in fact, that's what you have in your
11 hand, but will ask you to go down the hall at
12 the conclusion of this and get Jackie to stamp
13 it and give it back to you.

14 **MR. STORK:** Certainly, Judge. I will do that, so.

15 **THE COURT:** All right.

16 **RULING BY THE COURT:**

17 **THE COURT:** I've had an opportunity to review the
18 file, which actually, after thumbing through
19 it, I'm familiar with from the past and note,
20 of course, the absence of the Defendant and the
21 fact that no affidavits have been filed on her
22 behalf.

23 I find it appropriate to grant the relief
24 requested, and I will do so. And also the
25 September sales date, I will grant. Ask that



1 the original Note be stamped and returned to
2 the Plaintiff and I've also asked the Plaintiff
3 to just copy the bankruptcy attorney from the
4 former bank- -- the previous bankruptcy and
5 that would be Mr. Matthews, it appears from the
6 documents I see in the file, but double-check
7 on that.

8 MR. STORK: Certainly, Judge.

9 THE COURT: Just, please, send him a copy of the
10 Notice of Sale and Order. All right. Anything
11 else for this record, then?

12 MR. STORK: Nothing further from the Plaintiff, Your
13 Honor.

14 CLOSING REMARKS - THE COURT:

15 THE COURT: All right. Then that will conclude the
16 record on 1466. Thank you very much.

17 (There being nothing further, the hearing concluded
18 at 10:35 a.m.)
19
20
21
22
23
24
25



EXHIBIT #6

Email date September 19, 2006

checking HUDS and verifying taxes. If you have not received a response in a timely fashion please feel free to contact my supervisor, Renea Swickold at 330-525-3314 or email renea.swickold@novastar1.com
 "Exceptional customer service is our number one priority at Novastar Mortgage."

From: Carol (mailto:Carol@wolfendmogi.com)
 Sent: Tuesday, September 19, 2006 10:47 AM
 To: Panachuk, Angeline -- 3474
 Subject: RE: Grant HUD

I am sending you the correct HUD for review. Also Ms. Grant says she has already paid for the appraisal (could you please verify). Also, it is her understanding that this loan is shldy on the .46 Acres with the house? Please verify that the 3.05 acres are not included.

-----Original Message-----
 From: Panachuk, Angeline -- 3474 (mailto:Angeline.Panachuk@novastar1.com)
 Sent: Tuesday, September 19, 2006 8:59 AM
 To: Carol
 Subject: RE: Grant HUD

I am pulling your HUDI now to review. We do not have a correct 1003 to be signed at close. Please obtain from broker. The product should show 2/28 ARM with rate of 7.75 and loan amt of 680,000

Sincerely Appreciated!!

Angeline Panachuk
 Novastar Closer
 Novastar Mortgage Inc
 4050 Kinross Lakes Parkway
 Suite 200
 Richmond, Ohio 44286
 PH: 330-525-3474
 FX: 616-827-8004
 e-mail: angeline.panachuk@novastar1.com

During the day we do our best at Novastar Mortgage to respond to your email asap usually within 30 minutes. As with you we are in closings, checking HUDS and verifying taxes. If you have not received a response in a timely fashion please feel free to contact my supervisor, Renea Swickold at 330-525-3314 or email renea.swickold@novastar1.com
 "Exceptional customer service is our number one priority at Novastar Mortgage."

From: Carol (mailto:Carol@wolfendmogi.com)
 Sent: Tuesday, September 19, 2006 8:18 AM
 To: Panachuk, Angeline -- 3474
 Subject: Grant HUD

I am attaching the Hud for Terry Grant for your approval.

9/19/2006

Carol

From: Massaro, Alida -- 3476 (alida.massaro@novastar1.com)
Sent: Tuesday, September 19, 2006 11:44 AM
To: Carol
Cc: Panaculli, Angelina -- 3474
Subject: RE: Grant HUD

The loan is for the .46 acres and the house. The 3.95 acres were not included. As far as the appraisal being paid, I have notified the broker and we will require proof from the appraiser that this was POC. I will let you know as soon as she gets back to me. Thanks

From: Carol [mailto:Carol@wolfandmoggil.com]
Sent: Tuesday, September 19, 2006 11:17 AM
To: Massaro, Alida -- 3476
Subject: RE: Grant HUD

Thank you

-----Original Message-----
From: Massaro, Alida -- 3476 [mailto:alida.massaro@novastar1.com]
Sent: Tuesday, September 19, 2006 11:34 AM
To: Panaculli, Angelina -- 3474; Carol
Subject: RE: Grant HUD

I will look into this and let you know. Thanks Alida

From: Panaculli, Angelina -- 3474
Sent: Tuesday, September 19, 2006 11:19 AM
To: Carol
Cc: Massaro, Alida -- 3476
Subject: RE: Grant HUD

I have forwarded your email to acct manager both issues below will be addressed by her and the supervisor

Sincerely Appreciated!!

Angelina Panaculli
Novastar Closer
Novastar Mortgage Inc
4059 Khyross Lakes Parkway
Suite 200
Richfield, Ohio 44288
PH: 330-623-3474
FX: 816-827-8001
e-mail: angelina.panaculli@novastar1.com

During the day we do our best at Novastar Mortgage to respond to your email asap usually within 30 minutes. As with you we are in closings,

9/19/2006

EXHIBIT #7

UNISIGNED HUD - 1 Closing Settlement Statement

Sloan Deposition Exhibit 14

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. 3 OF LOAN:	
1. ☐ FHA 2. ☐ FedHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV INS.		6. FILE NUMBER: 9C385C-06	
7. LOAN NUMBER: 06-A13021		8. MORTGAGE INS CASE NUMBER:	
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "POC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. NAME AND ADDRESS OF BORROWER: Terry Lennette Gaunt 228 Wild Horse Road Hilton Head Island, SC 29928		E. NAME AND ADDRESS OF SELLER: Novastar Mortgage, Inc. 4050 Kiersey Lakes Parkway #200 Richfield, OH 44288	
F. NAME AND ADDRESS OF LENDER:		G. PROPERTY LOCATION: 228 Wild Horse Road Hilton Head Island, SC 29928 Beaufort County, South Carolina	
H. SETTLEMENT AGENT: Wolf & Magill, LLC 26-4967849 PLACE OF SETTLEMENT 94 Main Street, Suite C-102 Hilton Head Island, SC 29928		I. SETTLEMENT DATE: September 18, 2008 CLOSURE 09/22/08	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)		403.	
104. Payoff first mortgage to Green Point Mortgage		404.	
105. Payoff second mortgage to South Carolina Bank and		405.	
Adjustments For Items Paid By Seller in advance		Adjustments For Items Paid By Seller in advance	
106. PR Taxes to		406. PR Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER 645,708.83		420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Earnest Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210. PR Taxes to		510. PR Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/ FOR BORROWER 580,000.00		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM/ TO BORROWER:		600. CASH AT SETTLEMENT TO/ FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)		601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/ For Borrower (Line 220)		602. Less Reductions Due Seller (Line 520)	
303. CASH (FROM) (X TO) BORROWER 24,291.37		603. CASH (TO) (FROM) SELLER 0.00	

By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement

PLAINTIFF'S
EXHIBIT
J. Wolfe
10/10/18 KPB

L. SETTLEMENT CHARGES				PAY FROM BORROWER'S FUNDS AT SETTLEMENT	PAY FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL COMMISSION Based on Price					
Division of Commission (Per 700) as Follows:					
701. \$	to				
702. \$	to				
703. Commission Paid at Settlement					
704.	to				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN					
801. Loan Origination Fee	2.9500 %	to	EMR Financial Services	20,950.00	
802. Loan Discount	%	to			
803. Appraisal Fee		to	High Tide Appraisal	400.00	
804. Credit Report		to			
805. Underwriting Fee		to	Novastar Mortgage, Inc.	995.00	
806. Processing Fee		to	EMR Financial Services	800.00	
807. Assumption Fee		to			
808. Tax Service Fee		to	First American	65.00	
809. Flood Certification Fee		to	FIS	7.00	
810. MERS Fee		to	MERS	3.00	
811.					
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE					
901. Interest From 09/22/08 to 10/01/08	@ \$	144,180,000/day	(8 days %)	1,298.42	
902. Mortgage Insurance Premium for	months to	Coastal Plains		862.58	
903. Hazard Insurance Premium for	1.0 years to				
904. Flood Insurance Premium	1.0 years				
905.					
1000. RESERVES DEPOSITED WITH LENDER					
1001. Hazard Insurance	months @ \$		per month		
1002. Mortgage Insurance	months @ \$		per month		
1003. PR Taxes	months @ \$		per month		
1004. County Taxes	months @ \$		per month		
1005. Assessments	months @ \$		per month		
1006. Flood Insurance Premium	months @ \$		per month		
1007.	months @ \$		per month		
1008.	months @ \$		per month		
1100. TITLE CHARGES					
1101. Settlement or Closing Fee	to				
1102. Abstract or Title Search	to	Caroline Abstract		125.00	
1103. Title Examination	to				
1104. Title Insurance Binder	to	Confidential Escrow and Title		75.00	
1105. Decedent Preparation/PDA	to				
1106. SC State Filing Fee	to				
1107. Attorney's Fees	to	Wolf & Mogil, LLC		450.00	
(Includes above item numbers)					
1108. Title Insurance	to	Chicago Title Insurance Company		1,245.00	
\$480.00 to Chicago Title Insurance Company, \$747.00 to Confidential Escrow & T.					
(Includes above item numbers)					
1109. Lender's Coverage	\$	865,000.00	1,245.00		
1110. Owner's Coverage	\$				
1111. Seller Attorney Fees					
1112. Misc. Costs					
1113. Title Update	to	Wolf & Mogil, LLC			
1114. Courier/Copiestations	to	Wolf & Mogil, LLC		65.00	
1115. Electric Deposit	to	Palmco Electric			
1116. Release Processing Fee	to	Wolf & Mogil Expense Account		15.00	
1117. E-Mort Loan Package Expense	to	Wolf & Mogil, LLC		25.00	
1118. Overnight Express Mail	to	Wolf & Mogil, LLC		45.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES					
1201. Recording Fees: Deed \$		Mortgage \$	25.00		25.00
1202. City/County Tax/Stamp: Deed					
1203. State Tax/Stamp: Revenue Stamp					
1204. Power of Attorney/Assignment	to	Regulatory County Register of Deeds		7.00	
1205. Recording Waiver	to	Wolf & Mogil Expense Account			
1300. ADDITIONAL SETTLEMENT CHARGES					
1301. Survey	to				
1302. Pest Inspection	to				
1303.					
1304. Realize Fee					
1305. See add'l disc. exhibit	to			128,743.61	
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 602, Section K)				158,228.98	

Certified to be a true copy.

CERTIFICATION ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

Loan Number: 06-A19021

Property Address: 226 WILDHORSE ROAD, HILTON HEAD ISLAND, SOUTH
CAROLINA 29926

I have carefully reviewed the HUD-1 settlement statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

ADDITIONAL DISBURSEMENTS EXHIBIT

Borrower: Terry Lennette Grant
Lender: Novastar Mortgage, Inc
Settlement Agent: Wolf & Mogil, LLC
(843)842-2202
Place of Settlement: 94 Main Street, Suite C-102
Hilton Head Island, SC 29926
Settlement Date: September 18, 2006
Disbursement Date: September 22, 2006
Property Location: 226 Wild Horse Road
Hilton Head Island, SC 29926
Beaufort County, South Carolina

PAYEE/DESCRIPTION	NOTE/REF NO	BORROWER	SELLER
South Carolina Department of Revenue SC Tax		22,837.33	
IRS Federal Tax		106,906.28	
Total Additional Disbursements shown on Line 1305		\$ 129,743.61	\$ 0.00

EXHIBIT #8

Plaintiff filed Summons, Complaint and Lis Pendens December 1, 2009

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant, and Catherine Alls,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2009-CP-07- 056/2

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

2009 DEC - 1 PM 12: 03
JERRI ANH ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

The Plaintiff alleges as follows:

1. The Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
2. The Plaintiff is the owner and holder of the note and mortgage covering real property, which is the subject of the foreclosure action herein, located in the County of Beaufort, State of South Carolina.
3. The defendant(s) named herein may have an interest in the property that is the subject of this action.
4. Any defendant(s) described herein as Judgment Creditor(s) have by filing judgment(s) designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of §15-35-840 of the South Carolina Code of Laws (1976 as amended).
5. Upon information and belief, the defendant(s) Terry Lennette Grant and Catharine Alls are not in the military service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act (2003).
6. On or about September 18, 2006, for value received, Terry Lennette Grant executed and delivered to NovaStar Mortgage, Inc. a certain promissory note in the sum of \$680,000.00, together with interest thereon at an adjustable rate pursuant to the terms of the note.
7. To secure the payment of the said note and debt, secured thereby, and in accordance with the terms and conditions thereof, on September 18, 2006, Terry Lennette Grant executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc., its successors and assigns, a mortgage covering the following described property:

ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R51 0-007 -000-017B 0000, being 0.38 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

ALSO

ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R51 a 007 000 018A 0000, being 0.10 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

TMS #: R510 007 000 018A 0000

Property Address: 226 Wildhorse Rd., Hilton Head Island, SC

8. Thereafter the mortgage was recorded in the Office of the Register of Deeds for Beaufort County in book 2448 at page 823 on September 26, 2006.

9. The mortgage constitutes a first mortgage lien on the subject property.

10. Subsequently, the subject note and mortgage were assigned or otherwise transferred to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, the present lienholder and Plaintiff herein.

11. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP), however the loan is not subject to modification based upon the fact that the HMP solicitation has been completed and other loss mitigation efforts have also been exhausted without resulting in modification.

12. Pursuant to the terms of the mortgage, any sums paid by the plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the mortgage.

13. According to the terms of said mortgage, and as additional security, Terry Lennette Grant assigned all rents, issues and profits of the mortgaged premises from and after any default thereunder, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors and assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, towards the debt secured by said mortgage.

14. The monthly payments due on said note and mortgage are in default since January 1, 2008, although demand for payment thereof has been made and the plaintiff, as the holder of the said note and mortgage, after providing all required notices, elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of January 1, 2008, the sum of \$ 672,991.46, together with interest at an adjustable rate pursuant to the terms of the note, from December 1, 2007, and also for the costs and disbursements of this action, including attorney's fees.

15. Pursuant to Section 37-3-105, South Carolina Code of Laws (1976 as amended), the mortgage lien, which is the subject of this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code. Any notice of right to cure has been given as required.

16. The Plaintiff specifically demands a deficiency judgment against the defendant Terry Lennette Grant, pursuant to S.C. Code Ann. Sections 29-3-660, (1976), for any deficiency in this action remaining after sale of the mortgaged premises. *The Plaintiff reserves its right to withdraw its demand for deficiency judgment at any time prior to the foreclosure sale herein.*

17. Catherine Alls claim(s), or may claim a lien upon or interest in the subject property by virtue of a judgment against Terry Grant, filed August 5, 2009 in Case Number 2009-CP-07-1098 in the amount of \$ 6,600.00.

The interest or lien of the above Defendant, if any, is junior and subordinate to the plaintiff's first mortgage lien.

WHEREFORE, having fully set forth its Complaint, the Plaintiff prays that this Honorable Court inquire into the matters set forth herein and that:

1. The amount due upon the said note and mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

2. The said Plaintiff's Mortgage be declared a first mortgage lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

3. The mortgaged premises be sold under the direction of this Court, the equity of redemption be barred, and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and sale.

Second, to the payment and discharge of the amount due on Plaintiff's note and mortgage, together with the attorney's fees as aforesaid, and

Third, the surplus, if any be distributed according to law.

4. Plaintiff have deficiency judgment against the defendant(s) Terry Lennette Grant, pursuant to Section 29-3-660 of the Code of Laws of South Carolina (1976) for any deficiency remaining after the sale of the mortgaged property. *The Plaintiff may withdraw its demand for deficiency judgment at any time prior to foreclosure sale.*

5. An Order be entered directing and empowering the Sheriff of Beaufort County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

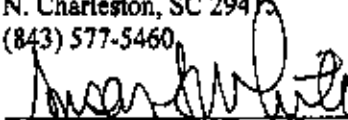
6. An Order be entered for the ejectment of the defendants in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the plaintiff's mortgage, which personal property if not removed shall be deemed abandoned and shall be removed by the plaintiff or its agents from the subject property by placing said property on the public street or highway or by any other means.

7. An Order be entered granting the appointment of a Receiver to secure and supervise the rental of the property sought to be foreclosed with authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt.

8. An Order be entered for reimbursement of all costs for inspecting and securing the property incurred by the plaintiff as a result of the delinquency.

9. An Order be entered for such other and further relief as may be just and proper.

FINKEL LAW FIRM LLC
P.O. Box 71727
N. Charleston, SC 29415
(843) 577-5460

By: 

Beverly J. Finkel/Thomas A. Shook/
Susan S. White/Joseph T. Merli/
Andrew M. Wilson
Attorneys for Plaintiff

November 30, 2009

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT, (THE 'ACT')
15 U.S.C. SECTION 1601, AS AMENDED**

1. As of December 11, 2009, you owe \$676,066.46. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph 6 of this Notice.
2. Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 is the Creditor to whom the debt is owed.
3. The debt described in this Notice will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
4. If you, the Debtor, notify the Creditor's law firm in writing, thirty (30) days from receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor named in the attached letter is not the original Creditor, and if you make a written request to the Creditor's law firm thirty (30) days, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to Finkel Law Firm LLC, Post Office Box 71727, N. Charleston, SC 29415, or call (843) 577-5460.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant, et al.,

DEFENDANT(S).

Submitted By: ☐ Beverly J. Finkel SC Bar #: 9794
☐ Thomas A. Shook SC Bar #: 68340
☒ Susan S. White SC Bar #: 5453
☐ Joseph T. Merit SC Bar #: 3943
☐ Andrew M. Wilson SC Bar #: 72553
 Address: P.O. Box 71727 Telephone #: (843) 577-5460
 N. Charleston, SC 29415 Fax #: (843) 725-0015
 Other:

Email: Bfinkel@finkelaw.com

Note: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Subpoena and Complaint.

DOCKETING INFORMATION (Check one box below)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint
☒ This case is subject to ARBITRATION pursuant to the Court Annulled Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annulled Alternative Dispute Resolution Rules.
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check one box below)

Contracts ☐ Construction (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199)	Torts-Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) ☐ Previous Notice of Instant Case # 20-CP- ☐ Notice/File Med Ref (230) ☐ Other (299)	Torts-Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☒ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Immune Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgments (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Other (799)	Administrative Law/Relief ☐ Reinstatement Driver's License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture - Petition (840) ☐ Forfeiture - Consent Order (850) ☐ Other (899)	Appeals ☐ Arbitration (900) ☐ Magistrate - Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Administrative Law Judge (980) ☐ Public Service Commission (990) ☐ Employment Security Comm (991) ☐ Other (999)
Special/Complex/Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699)			
☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of-State Depositions (650) ☐ Sexual Predator (619)			

Submitting Party Signature:

Date: November 30, 2009

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings
 Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.
 SCCA / 234 (7/09)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2009-CP-07-05612

JERRI ANN ROSEHEAU
 BEAUFORT COUNTY, S.C.
 CLERK OF COURT

2009 DEC -1 PM 12:05

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

**SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN
ALTERNATE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.**

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from the ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

Please Note:

**You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

51560.F30787

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2009-CP-07- 056/2

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

2009LP0702680

2009 DEC -1 PM 12:35
JERRI ANN ROSE
BEAUFORT COUNTY, SC
CLERK OF COURT

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant(s) for foreclosure of a certain mortgage of real estate given by Terry Lennette Grant to Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. in the amount of \$680,000.00, dated September 18, 2006, and recorded in the Office of the Register of Deeds for Beaufort County in Book 2448 at Page 823 on September 26, 2006.

The premises covered and affected by the said mortgage as by the foreclosure thereof, were at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R51 0-007 -000-017B 0000, being 0.38 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

ALSO

ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R51 a 007 000 018A 0000, being 0.10 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

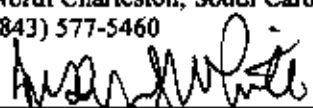
SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

TMS#: R510 007 000 018A 0000

Property Address: 226 Wildhorse Rd., Hilton Head Island, SC

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, South Carolina 29415
(843) 577-5460

By:


Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli
Andrew M. Wilson
Attorneys for Plaintiff

November 30, 2009

51560.P30787

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding
Trust, Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

TO THE ABOVE NAMED DEFENDANT(S):

IN THE COURT OF COMMON PLEAS

C/A NO: 2009-CP-07- 056/2

SUMMONS AND NOTICES

(NON-JURY MORTGAGE FORECLOSURE)

2009 DEC -1 PM 12:05
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or to otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscribers at their office, 3955 Faber Place, Suite 200, P.O. Box 71727, North Charleston, South Carolina, 29415, or to otherwise appear and defend the action pursuant to applicable court rules, within thirty (30) days after service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

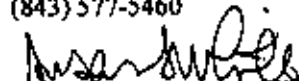
YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Beaufort County, which Order shall, pursuant to Rule 53(b) of the

SCRCP, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

FINKEL LAW FIRM LLC
P.O. Box 71727
North Charleston, S.C. 29415
(843) 577-5460

By:



Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli
Andrew M. Wilson
Attorneys for Plaintiff

November 30, 2009

EXHIBIT #9

Assignment of Mortgage dated December 2, 2009

BEAUFORT COUNTY SC - ROD
BK 02915 PG 0902
FILE NUM 2009070459
12/10/2009 04:19:25 PM
REC'D BY 8 BING RCPT# 603441
RECORDING FEES 6.00

Return to: Finkel Law Firm LLC
PO Box 71727
N. Charleston, SC 29415

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. does hereby transfer, assign, set over and convey to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, its successors and assigns forever, that certain mortgage, made and executed by Terry Lennette Grant to Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc., dated September 18, 2006, and duly recorded on September 26, 2006, in Mortgage Book 2448, Page 823, in the Office of the Register of Deeds for Beaufort County in the State of South Carolina.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered this 2 day of December, 2009.

In the presence of:

[Signature]
Witness #1 Sherron Mitchell

[Signature]
Witness #2 Kelly Clark

STATE OF MD
COUNTY OF Dakota

Mortgage Electronic Registration
Systems, Inc., as nominee for NovaStar
Mortgage, Inc.

By: [Signature]
(Name of Officer) Alfonso Greene
Title: Vice President

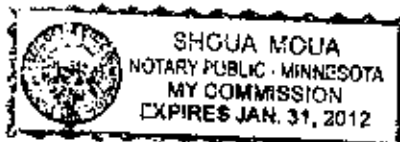
ACKNOWLEDGMENT
S.C. CODE 30-5-30

The undersigned, a Notary Public for the State of MD, does hereby certify that the within-named Officer of Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal on this 2 day of December, 2009.

Notary Public for [Signature]

My Commission Expires: 1/31/12



ASSIGNEE ADDRESS: Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5

1270 Northland Dr. Ste 200
Wendota, MN 55120

MIN# [Redacted]

EXHIBIT
3

EXHIBIT #10

**Business Search Plaintiff, Deutsche Bank National Trust
Company, SC Secretary of State website**

List of Subsidiaries as of December 31, 2011

	<u>Domicile</u>
Deutsche Bank International Trust Co. (Cayman) Limited	George Town
Deutsche Bank International Trust Co. (Jersey) Limited	St. Helier
Deutsche Bank International Trust Co. Limited	St. Peter Port
Deutsche Bank Investments (Guernsey) Limited	St. Peter Port
Deutsche Bank Luxembourg S.A.	Luxembourg
Deutsche Bank Mutui S.p.A.	Milan
Deutsche Bank México, S.A., Institución de Banca Múltiple	Mexico City
Deutsche Bank National Trust Company	Los Angeles
Deutsche Bank Nederland N.V.	Amsterdam
Deutsche Bank Nominees (Jersey) Limited	St. Helier
Deutsche Bank PBC Spółka Akcyjna	Warsaw
Deutsche Bank Polska Spółka Akcyjna	Warsaw
Deutsche Bank Privat- und Geschäftskunden Aktiengesellschaft	Frankfurt
Deutsche Bank Real Estate (Japan) Y.K.	Tokyo
Deutsche Bank Realty Advisors, Inc.	New York
Deutsche Bank S.A.	Buenos Aires
Deutsche Bank S.A. - Banco Alemão	Sao Paulo
Deutsche Bank Securities Inc.	Wilmington
Deutsche Bank Securities Limited	Toronto
Deutsche Bank Services (Jersey) Limited	St. Helier
Deutsche Bank Società per Azioni	Milan
Deutsche Bank Trust Company Americas	New York
Deutsche Bank Trust Company Delaware	Wilmington
Deutsche Bank Trust Company New Jersey Ltd.	Jersey City
Deutsche Bank Trust Company, National Association	New York
Deutsche Bank Trust Corporation	New York
Deutsche Bank Trustee Services (Guernsey) Limited	St. Peter Port
Deutsche Bank Österreich AG	Vienna
Deutsche Bank, Sociedad Anónima Española	Madrid
Deutsche Berri	Paris
Deutsche Capital Finance (2000) Limited	George Town
Deutsche Capital Financing (Singapore) Pte Ltd	Singapore
Deutsche Capital Hong Kong Limited	Hong Kong
Deutsche Capital Markets Algeria SPA	Algiers
Deutsche Capital Markets Australia Limited	Sydney
Deutsche Capital Partners China Limited	George Town
Deutsche Capital Singapore Limited	Singapore
Deutsche Card Services GmbH	Frankfurt
Deutsche Cayman Ltd.	George Town
Deutsche CIB Centre Private Limited	Mumbai
Deutsche Climate Change Fixed Income QP Trust	Salem
Deutsche Clubholding GmbH	Frankfurt
Deutsche Commodities Trading Co., Ltd.	Shanghai
Deutsche Courcelles	Paris
Deutsche Custody Global B.V.	Amsterdam
Deutsche Custody N.V.	Amsterdam
Deutsche Custody Nederland B.V.	Amsterdam
Deutsche Domus New Zealand Limited	Auckland
Deutsche Emerging Markets Investments (Netherlands) B.V.	Amsterdam
Deutsche Equities India Private Limited	Mumbai
Deutsche Far Eastern Asset Management Company Limited	Taipei
Deutsche Fiduciary Services (Suisse) SA	Geneva
Deutsche Finance Co 1 Pty Limited	Sydney
Deutsche Finance Co 2 Pty Limited	Sydney
Deutsche Finance Co 3 Pty Limited	Sydney
Deutsche Finance Co 4 Pty Limited	Sydney
Deutsche Finance No. 1 Limited	London
Deutsche Finance No. 2 (UK) Limited	London

Business Search

The California Business Search provides access to available information for **corporations, limited liability companies and limited partnerships** of record with the California Secretary of State, with **free PDF copies** of over 17 million imaged business entity documents, including the most recent imaged Statements of Information filed for Corporations and Limited Liability Companies.

Currently, information for Limited Liability Partnerships (e.g. law firms, architecture firms, engineering firms, public accountancy firms, and land survey firms), General Partnerships, and other entity types are **not contained** in the California Business Search. If you wish to obtain information about LLPs and GPs, submit a Business Entities Order paper form to request copies of filings for these entity types. Note: This search is not intended to serve as a name reservation search. To reserve an entity name, select Forms on the left panel and select Entity Name Reservation ? Corporation, LLC, LP.

Basic Search

A Basic search can be performed using an entity name or entity number. When conducting a search by an entity number, where applicable, remove "C" from the entity number. Note, a **basic search** will search **only ACTIVE entities** (Corporations, Limited Liability Companies, Limited Partnerships, Cooperatives, Name Reservations, Foreign Name Reservations, Unincorporated Common Interest Developments, and Out of State Associations). The basic search performs a contains ?keyword? search. The Advanced search allows for a ?starts with? filter. To search entities that have a status other than active or to refine search criteria, use the **Advanced** search feature.

Advanced Search

An Advanced search is required when searching for publicly traded disclosure information or a status other than active.

An Advanced search allows for searching by specific entity types (e.g., Nonprofit Mutual Benefit Corporation) or by entity groups (e.g., All Corporations) as well as searching by ?begins with? specific search criteria.

Disclaimer: Search results are limited to the 500 entities closest matching the entered search criteria. If your desired search result is not found within the 500 entities provided, please refine the search criteria using the Advanced search function for additional results/entities. The California Business Search is updated as documents are approved. The data provided is not a complete or certified record.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." To order certified copies or certificates of status, (1) locate an entity using the search; (2) select Request Certificate in the right-hand detail drawer; and (3) complete your request online.

Deutsche Bank National Trust Company

Advanced ▾

© 2023 CA Secretary of State

No results were found for "Deutsche Bank National Trust Company"

Try your search again with different filters or a different search term.

Business Entities Online

File, Search, and Retrieve Documents Electronically

Business Name Search

To Search

Enter the business name of the company you wish to view and click "Search." Find the business in the results below and click to view the official business profile and relevant information.

To File for an Existing Business

Enter the business name of the company for which you wish to file documents and click search. Find the business in the results below and click to view the official business profile. From your business's profile click the "Add Filing" button.

Results displayed will show entities that contain your search criteria.

Search by Business Name

Begin With ▼ DEUTSCHE BANK NATIONAL TRUST COMPANY

This name is available

No Results

EXHIBIT #11

**NovaStar Mortgage, Inc. SC Secretary of State
reports corporation dissolved**

Aug. 3, 2009

Business Entities Online

File, Search, and Retrieve Documents Electronically

Business Name Search

To Search

Enter the business name of the company you wish to view and click "Search." Find the business in the results below and click to view the official business profile and relevant information.

To File for an Existing Business

Enter the business name of the company for which you wish to file documents and click search. Find the business in the results below and click to view the official business profile. From your business's profile click the "Add Filing" button.

Results displayed will show entities that contain your search criteria.

Search by Business Name

Begin With ▼ NovaStar Mortgage Funding Trust, Series 2006-5

This name is available

No Results

Business Entities Online

File, Search, and Retrieve Documents Electronically



Business Name Search

To Search

Enter the business name of the company you wish to view and click "Search." Find the business in the results below and click to view the official business profile and relevant information.

To File for an Existing Business

Enter the business name of the company for which you wish to file documents and click search. Find the business in the results below and click to view the official business profile. From your business's profile click the "Add Filing" button.

Results displayed will show entities that contain your search criteria.

Search by Business Name

Begins With  NovaStar Mortgage Funding Trust

This name is available

No Results



Business Entities Online

File, Search, and Retrieve Documents Electronically

NOVASTAR MORTGAGE, INC.

Corporate Information

Entity Id: 00267799

Entity Type: Corporation

Status: Dissolved

Domestic/Foreign: Foreign

Incorporated State: Virginia

Important Dates

Effective Date: 02/18/1997

Expiration Date: N/A

Term End Date: N/A

Dissolved Date: 08/03/2009

Registered Agent

Agent: ADDRESS FOR SERVICE

Address: 2114 CENTRAL STREET STE 600
KANSAS CITY, MO, South Carolina 64108

Official Documents On File

Filing Type	Filing Date
Dissolution	08/03/2009
Authority	02/18/1997

EXHIBIT #12

**(MERS) Mortgage Electronic Registration Systems, Inc., no
record found in SC Secretary of State**

Business Entities Online

File, Search, and Retrieve Documents Electronically

Business Name Search**To Search**

Enter the business name of the company you wish to view and click "Search." Find the business in the results below and click to view the official business profile and relevant information.

To File for an Existing Business

Enter the business name of the company for which you wish to file documents and click search. Find the business in the results below and click to view the official business profile. From your business's profile click the "Add Filing" button.

Results displayed will show entities that contain your search criteria.

Search by Business Name

Begins With

Mortgage Electronic Registration Systems, Inc

This name is available

Search Results

Displaying 2 record(s)

Entity Name	Date of Incorporation	Entity Type	Entity Status	Incorporated State
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. <i>Reserved</i>	07/27/2009	Reservation	Reserved	South Carolina
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. <i>Reserved</i>	12/01/2009	Reservation	Reserved	South Carolina

Business Name Search

To Search

Enter the business name of the company you wish to view and click "Search." Find the business in the results below and click to view the official business profile and relevant information.

To File for an Existing Business

Enter the business name of the company for which you wish to file documents and click search. Find the business in the results below and click to view the official business profile. From your business's profile click the "Add Filing" button.

Results displayed will show entities that contain your search criteria.

Search by Business Name

Begin With

▼

 Mortgage Electronic Registration Systems, Inc

See results below

Search Results

Displaying 2 record(s)

Entity Name	Date of Incorporation	Entity Type	Entity Status	Incorporated State
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. Reserved	07/27/2009	Reservation	Reserved	South Carolina
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. Reserved	12/01/2009	Reservation	Reserved	South Carolina

Business Entities Online

File, Search, and Retrieve Documents Electronically

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Corporate Information

Entity Id: 00716139

Entity Type: Reservation

Status: Reserved

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 07/27/2009

Expiration Date: 11/24/2009

Term End Date: N/A

Dissolved Date: N/A

Official Documents On File

Filing Type	Filing Date
Name Reservation	07/27/2009

Business Entities Online

File, Search, and Retrieve Documents Electronically

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Corporate Information

Entity Id: 00705626

Entity Type: Reservation

Status: Reserved

Domestic/Foreign: Domestic

Incorporated State: South Carolina

Important Dates

Effective Date: 12/01/2009

Expiration Date: 03/31/2010

Term End Date: N/A

Dissolved Date: N/A

Official Documents On File

Filing Type	Filing Date
Name Reservation	12/01/2009

EXHIBIT #13

Notice of Dismissal filed February 12, 2010

51560 F30787

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Allis,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 09-CP-07-5612

09-LP-07-2680

NOTICE OF DISMISSAL

RECEIVED
CLERK OF COURT
BEAUFORT COUNTY, S.C.

10 FEB 12 PM 3:44

The undersigned hereby gives notice of the dismissal of the within action pursuant to Rule 41(a)(1),
SCRCP and requests that the lis pendens filed herein be canceled of record.

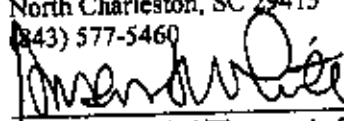
FINKEL LAW FIRM LLC

P.O. Box 71727

North Charleston, SC 29415

(843) 577-5460

By:


Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli/
Andrew M. Wilson
Attorneys for Plaintiff

February 8, 2010

NO APPEARANCE FOR DEFENDANT(S)

FORM 4

STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF BEAUFORT

CASE NO: 2009CP0705612

IN THE COURT OF COMMON PLEAS

Deutsche Bank National Trust Company vs. Terry Lennette Grant**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: _____
- ☐ **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:

Notice of Dismissal

Dated at Beaufort, South Carolina, this .

Court Reporter: _____

PRESIDING JUDGE - _____

This judgment was entered on the 12th day of February, 2010, and a copy mailed first class this 19th day of March, 2010, to attorneys of record or to parties (when appearing pro se) as follows:

Susan S White Finkel Law Firm LLC P.O. Box
225 Charleston, SC 29402

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

Trena Patterson

SCRPC APP-24/FORM 4

Jerri Ann Roseneau - Clerk of Court

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as Trustee for
NovaStar Mortgage Funding Trust, Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Ails, et. al.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 09-CP-07-5612
09-LP-07-2680

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

CLERK OF COURT
0 FEB 12 PM 3:44

check box above indicating submitting party	
name, S.C. Bar number and address of plaintiff's attorney	name, S.C. Bar number and address of defendant's attorney
☐ Beverly J. Finkel SC Bar #: 9794 ☐ Thomas A. Shook SC Bar #: 68340 ☒ Susan S. White SC Bar #: 5453 ☐ Joseph T. Merri SC Bar #: 3943 ☐ Andrew M. Wilson SC Bar #: 72533 FINKEL LAW FIRM LLC PO Box 71727 N. Charleston, SC 29415 telephone: (843) 577-5460 fax: (843) 725-0015 e-mail: bfinkel@finkelaw.com	telephone: fax: e-mail:
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and II) ☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)	
SECTION I: Hearing Information	
Nature of Motion:	Court Reporter Needed: ☐ YES ☒ NO
Estimated Time Needed:	
SECTION II: Motion Type	
☐ Written Motion attached ☒ Form Motion I hereby move for relief or action by the court as set forth in the attached proposed order. Signature of Attorney: <u>[Signature]</u> Date Submitted: <u>Feb 10, 2010</u>	
SECTION III: Motion Type	
☒ PAID - AMOUNT: \$1.00 ☐ EXEMPT: (check reason)	☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court, or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☒ Other:
JUDGE'S SECTION	
☐ Motion fee to be paid upon filing of the attached order ☐ Other: _____	
JUDGE: _____ CODE: _____ DATE: _____	
CLERK'S VERIFICATION	
Collected by: _____ (print name)	
DATE FILED: _____	
☐ MOTION FEE COLLECTED: _____ ☐ CONTESTED - AMOUNT DUE: _____	

SCCA/233(11/2003)



Katherine Klaiber
kklaiber@finkelflaw.com

Reply to: Charleston Foreclosure

February 8, 2010

The Office of the Clerk of Court
Court of Common Pleas
P.O. Box 1128
Beaufort, SC 29901-1128

RE: Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding
Trust, Series 2006-5 v. Terry Lennette Grant; and Catherine Alls
Civil Action No.: 09-CP-07-5612, 09-LP-07-2680
Our File No.: F30787

Dear Sir/Madam:

I am enclosing a notice of dismissal for the above-referenced action pursuant to Rule 41(a)(1), along with our certificate of service for the same. I would appreciate your returning the clocked copy to me in the enclosed envelope and canceling the lis pendens filed December 1, 2009. Our check in amount of \$1.00 is enclosed.

Thank you for your assistance.

Yours truly,

Beverly J. Finkel
Thomas A. Shook
Susan S. White
Joseph T. Merli
Andrew M. Wilson
Attorneys for Plaintiff

kk
Enclosures

COLUMBIA
1201 Main Street, Suite 1800
Post Office Box 1799 (29202)
Columbia, SC 29201
Tel: (803) 765-2935
Fax: (803) 252-0786

CHARLESTON
LITIGATION, REAL ESTATE & REG
3955 Faber Place Drive, Suite 200
Post Office Box 225 (29402)
North Charleston, SC 29405
Tel: (843) 577-5460
Fax: (843) 577-5135

CHARLESTON
FORECLOSURE
3955 Faber Place Drive, Suite 200
Post Office Box 71727 (29415)
North Charleston, SC 29405
Tel: (843) 577-5460
Fax: (843) 725-0015

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 09-CP-07-5612

09-LP-07-2680

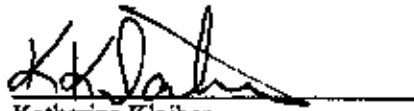
CERTIFICATE OF SERVICE

10 FEB 12 PM 3:41
BEAUFORT COUNTY, S.C.
CLERK OF COURT

The undersigned hereby certifies that (s)he served the notice of dismissal on the defendants herein by depositing a copy thereof in the United States' mail, with sufficient postage prepaid thereon, on Feb 10th, 2010 addressed as follows:

Terry Lennette Grant
PO Box 21936
Hilton Head Island, SC 29925

Catherine Alls
P.O. Box 1061
Bamberg, SC 29003



Katherine Klajber
Legal Assistant
FINKEL LAW FIRM LLC
P.O. Box 71727
North Charleston, SC 29415
(843) 577-5460

EXHIBIT #14

**Plaintiff filed its second foreclosure action
Summons, Complaint and Lis Pendens lawsuit against Defendant
See C/A No. 2010CP0701690
April 12, 2010**

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alis,

DEFENDANT(S).

2010CP070 / 640
IN THE COURT OF COMMON PLEAS
C/A NO: 2010-CP-07-047

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

2010 APR 12

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant(s) for foreclosure of a certain mortgage of real estate given by Terry Lennette Grant to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc. in the amount of \$680,000.00, dated September 18, 2006, and recorded in the Office of the Register of Deeds for Beaufort County in Book 2448 at Page 823 on September 26, 2006.

The premises covered and affected by the said mortgage as by the foreclosure thereof, were at the time of the making thereof, and at the time of the filing of this Notice, described as follows:

All that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R51 0-007 -000-017B 0000, being 0.38 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R.L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

ALSO

All that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R51 0 007 000 018A 0000, being 0.10 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R.L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

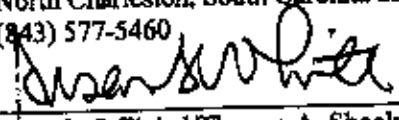
SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

TMS#: R510 007 000 018A 0000

Property Address: 226 Wildhorse Rd, Hilton Head Island, SC

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, South Carolina 29415
(843) 577-5460

By:


Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli
Andrew M. Wilson
Attorneys for Plaintiff

April 8, 2010

EXHIBIT #15a & b

Allonges of Note

**one date June 25, 2012 and other submitted to
January 13, 2023 William Sloan's deposition; however was not
dated**

Loan# 71971014

ALLONGE TO NOTE

This endorsement is a permanent part of the Note in the amount of \$680,000.00

NOTE DATE: September 18, 2006

BORROWER NAME: TERRY LENNETTE GRANT

PROPERTY: 226 Wildhorse Road, Hilton Head Island, SC 29926

PAY TO THE ORDER OF:

WITHOUT RECOURSE

DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2006-5 NOVASTAR HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-5, BY ITS ATTORNEY IN FACT, OCWEN LOAN SERVICING, LLC



Signer: Ernie A. Stephens

Title: *Authorized Signer*

Prepared by: Nadine Alvarez
When Recorded Mail To:
Owen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Phone Number: 561-682-8835

ALLONGE

BORROWERS: TERRY LENNETTE GRANT

PRESENTOWNER AND HOLDER: NOVASTAR MORTGAGE, INC

NOTE EXECUTION DATE: SEPTEMBER 18, 2006

NOTE AMOUNT: \$680,000.00

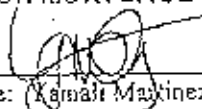
This allonge shall be annexed to the original Note, referenced above for purposes of transferring same from the present Owner and Holder of the Note, NOVASTAR MORTGAGE, INC ("Transferor") as of the date set forth below. As a result of said transfer, NOVASTAR MORTGAGE, INC has no further interest in the Note.

Date: JUNE 25, 2012

Pay to the order of

DEUTSCHE BANK NATIONAL TRUST COMPANY AS
TRUSTEE FOR NOVASTAR MORTGAGE FUNDING TRUST,
SERIES 2006-5 NOVASTAR HOME EQUITY LOAN ASSET-
BACKED CERTIFICATES, SERIES 2006-5 without recourse,
representation or warranty express or implied this 25TH day of
JUNE, 2012

NOVASTAR MORTGAGE, INC
BY IT'S ATTORNEY-IN-FACT
SAXON MORTGAGE SERVICES, INC

By: 
Name: Yamali Martinez
Title: Vice President

ATTORNEY CODE: 00855

EXHIBIT #16

SC Public Index, Clerk of Court entry



Beaufort County Fourteenth Judicial Circuit Public Index



[Beaufort County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Deutsche Bank National Trust Company vs. Terry Lennette Grant

Case Number:	2009CP0705612	Court Agency:	Beaufort County Common Pleas	Filed Date:	12/01/2009
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Dismissed	Assigned Judge:			
Disposition:	Dismissed per Rule 41(a)	Disposition Date:	02/12/2010	Disposition Judge:	Clerk Of Court C P, G S, And Family Court
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Deutsche Bank National Trust Company	Cancellation Of Lis Pendens filed within Notice Of Dismissal	Filing		02/12/2010-14:25		
Deutsche Bank National Trust Company	Certificate Of Service (Notice Of Dismissal/Def) on 2-10-10	Filing		02/12/2010-14:26		
Deutsche Bank National Trust Company	Notice/Dismissal without prejudice/cancel of LP	Filing		02/12/2010-14:18		
Deutsche Bank National Trust Company	Affidavit of Due & Diligent Search on Cathrine Alls	Filing		12/15/2009-12:08	02/12/2010-10:00	
Deutsche Bank National Trust Company	Affidavit of Due & Diligent Search on Terry Lennette Grant	Filing		12/11/2009-12:57	02/12/2010-11:22	
Deutsche Bank National Trust Company	Aff Non Svc on Terry Lennette Grant/SC, LP 12-8-09	Filing		12/09/2009-14:29		
Deutsche Bank National Trust Company	Certificate of Exemption from ADR	Filing		12/01/2009-12:43	02/12/2010-12:43	
Deutsche Bank National Trust Company	Summons & Complaint	Filing		12/01/2009-12:22	02/12/2010-12:22	
Deutsche Bank National Trust Company	R510 007 000 018A 0000	Filing		12/01/2009-12:21	02/12/2010-12:21	
Deutsche Bank National Trust Company	TERRY GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	DEUTSCHE BANK NATION-LISPEF	Filing				
Deutsche Bank National Trust Company	DEUTSCHE BANK NATION-CERTEA	Filing				

Deutsche Bank National Trust Company	DEUTSCHE BANK NATION-SUMCMP	Filing				
Deutsche Bank National Trust Company	GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	ALLS-AFFDVT	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-NDISMS	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SCERTS	Filing				

CMSWeb 8.1 © 2019 South Carolina Judicial Branch • All rights reserved

Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennette Grant	Filing		07/22/2016-14:07	09/20/2018-14:07	
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Catherine Walls	Filing		07/19/2016-14:25	09/20/2018-14:25	
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennette Grant	Filing		07/11/2016-14:24	09/20/2018-14:24	
Deutsche Bank National Trust Company	Notice of Right to Foreclosure Intervention	Filing		06/29/2016-09:56	09/20/2018-09:56	
Deutsche Bank National Trust Company	Certificate of Exemption from Arbitration and Mediation	Filing		06/29/2016-09:55	09/20/2018-09:55	
Deutsche Bank National Trust Company	Affidavit of Non Military Service	Filing		06/29/2016-09:55	09/20/2018-09:55	
Deutsche Bank National Trust Company	Summons & Complaint	Filing		06/29/2016-09:53	09/20/2018-09:53	
Deutsche Bank National Trust Company	R510 007 000 017B 0000	Filing		06/29/2016-09:51	09/20/2018-09:51	

Deutsche Bank National Trust Company	Status Report to the Court, Cert of Serv	Filing		11/03/2016-09:50	09/20/2018-09:50	
Grant, Terry Lennette	Answer & Certificate of Mailing	Filing		10/28/2016-08:15	09/20/2018-08:15	
Deutsche Bank National Trust Company	Accept Svc of process by William H Sloan 9-30-16	Filing		10/20/2016-12:12	09/20/2018-12:12	
Deutsche Bank National Trust Company	Reply to Answer and Counterclaim, Cert Serv by Mail 9/15/16	Filing		09/20/2016-16:23	09/20/2018-16:23	
Deutsche Bank National Trust Company	Affidavit in Support of Motion for Service By Order of Pub	Filing		09/19/2016-09:16	09/20/2018-09:16	
Deutsche Bank National Trust Company	Notice of Filing Complaint	Filing		09/19/2016-09:16	09/20/2018-09:16	
Deutsche Bank National Trust Company	Order for Service By Publication, Cert of Serv	Order		09/19/2016-09:15	09/19/2016-09:15	
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennet Grant	Filing		09/09/2016-15:42	09/20/2018-15:42	
Alls, Catherine	Answer & Certificate of Service	Filing		08/26/2016-09:09	09/20/2018-09:09	
Deutsche Bank National Trust Company	Aff Svc Action & Summons on Catherine Alls	Filing		08/23/2016-09:53	09/20/2018-09:53	
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennette Grant	Filing		08/09/2016-15:30	09/20/2018-15:30	
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennette Grant	Filing		08/03/2016-14:39	09/20/2018-14:39	
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Catherine Alls	Filing		08/01/2016-11:02	09/20/2018-11:02	
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Catherine Alls	Filing		08/01/2016-11:01	09/20/2018-11:01	
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennette Grant	Filing		07/26/2016-09:14	09/20/2018-09:14	

Trust Company					
Deutsche Bank National Trust Company	Certificate Of Service	Filing		06/22/2017-11:13	09/20/2018-11:13
Deutsche Bank National Trust Company	Master/Invoice for Payment Due	Action		04/05/2017-16:05	03/21/2017-16:05
Deutsche Bank National Trust Company	Master/Invoice for Payment Due	Action		04/05/2017-16:05	03/21/2017-16:05
Deutsche Bank National Trust Company	Crt Svc Plts Response to Interrogatories/ Request for	Filing		04/03/2017-10:07	09/20/2018-10:07
Deutsche Bank National Trust Company	Crt Mig Plts 1st Set of Interrogatories/ 1st Request for Pro	Filing		04/03/2017-08:44	09/20/2018-08:44
Deutsche Bank National Trust Company	Master/Reference Fees Paid	Action		03/21/2017-16:05	09/20/2018-16:05
Deutsche Bank National Trust Company	Master/Foreclosure Filing	Filing		03/21/2017-16:05	09/20/2018-16:05
Deutsche Bank National Trust Company	Notice of Appearance	Filing		03/21/2017-15:50	09/20/2018-15:50
Deutsche Bank National Trust Company	Certificate of Service by Mail on 3/21/2017 on Terry Lennett	Filing		03/21/2017-15:50	09/20/2018-15:50
Deutsche Bank National Trust Company	Admin Order of Reference	Order		03/15/2017-09:03	09/20/2018-09:03
Deutsche Bank National Trust Company	Order Coversheet No Fee	Filing		03/14/2017-16:29	09/20/2018-16:29
Deutsche Bank National Trust Company	Notice of Appearance	Filing		01/27/2017-10:05	09/20/2018-10:05
Deutsche Bank National Trust Company	Notice/Denial of Loan Modification, Cert of Service by Mail	Filing		01/27/2017-10:05	09/20/2018-10:05
Deutsche Bank National Trust Company	Notice of Appearance	Filing		01/24/2017-14:41	09/20/2018-14:41

Deutsche Bank National Trust Company	NEF(10-25-2017 09:39:22 AM) Proposed Master/Order/Other	Filing		10/25/2017-10:20	09/20/2018-10:20	
Deutsche Bank National Trust Company	Certificate Of Service	Filing		10/25/2017-09:39	09/20/2018-09:39	
Deutsche Bank National Trust Company	NEF(10-12-2017 02:01:32 PM) Notice/Notice of Hearing and...	Filing		10/12/2017-15:26	09/20/2018-15:26	
Deutsche Bank National Trust Company	Notice of Motion Hearing by MIE on 11/6/17, Cert of Service	Filing		10/12/2017-14:01	09/20/2018-14:01	
Deutsche Bank National Trust Company	Motion to Amend Complaint	Motion		10/10/2017-15:42	09/20/2018-15:42	
Deutsche Bank National Trust Company	Notice of Motion Hearing b/f MIE on 10/11/2017	Filing		09/21/2017-13:01	09/20/2018-13:01	
Grant, Terry Lennette	Motion to Amend Answer	Motion		07/21/2017-14:41	09/20/2018-14:41	
Deutsche Bank National Trust Company	Affidavit of Amount Due	Filing		07/17/2017-11:34	09/20/2018-11:34	
Deutsche Bank National Trust Company	Certificate Of Service of Affidavit of Indebtedness,Service	Filing		07/17/2017-11:34	09/20/2018-11:34	
Deutsche Bank National Trust Company	Certificate of Compliance with Admin Order 2011-05-02-01	Filing		06/28/2017-08:14	09/20/2018-08:14	
Deutsche Bank National Trust Company	Cert Serv (Cert of Compliance) 6-27-17	Filing		06/28/2017-08:14	09/20/2018-08:14	
Deutsche Bank National Trust Company	Motion for Summary Judgment	Motion		06/22/2017-11:13	09/20/2018-11:13	
Deutsche Bank National Trust Company	Memo in Support of Motion for Summary Judgment	Filing		06/22/2017-11:13	09/20/2018-11:13	
Deutsche Bank National Trust Company	Filing of Exhibits	Filing		06/22/2017-11:13	09/20/2018-11:13	
Deutsche Bank National	Affidavit of Attorney Fees	Filing		06/22/2017-11:13	09/20/2018-11:13	

Lennette					
Grant, Terry Lennette	NEF(12-07-2017 07:16:34 AM) Answer/Answer To Amended Com...	Filing		12/07/2017-08:26	09/20/2018-08:26
Grant, Terry Lennette	Answer to Amended Complaint	Filing		12/07/2017-07:16	09/20/2018-07:16
Grant, Terry Lennette	Notice/Foreclosure Intervention Response	Filing		12/07/2017-07:16	09/20/2018-07:16
Deutsche Bank National Trust Company	NEF(12-06-2017 09:09:09 AM) Service/Affidavit Of Service	Filing		12/06/2017-10:31	09/20/2018-10:31
Deutsche Bank National Trust Company	Aff Svc LP SC etc on Catherine Ails 11-21-17 on Catherine AI	Filing		12/06/2017-09:09	09/20/2018-09:09
Deutsche Bank National Trust Company	Aff Svc LP SC etc on Terry Grant c/o William Sloan Esq 11-21	Filing		12/06/2017-09:09	09/20/2018-09:09
Deutsche Bank National Trust Company	NEF(11-09-2017 11:35:06 AM) Amended/Amended Summons And ...	Filing		11/09/2017-13:45	09/20/2018-13:45
Deutsche Bank National Trust Company	Amended Summons & Complaint	Filing		11/09/2017-11:35	09/20/2018-11:35
Deutsche Bank National Trust Company	Amended Lis Pendens	Filing		11/09/2017-11:35	09/20/2018-11:35
Deutsche Bank National Trust Company	Certificate of Exemption from ADR	Filing		11/09/2017-11:35	09/20/2018-11:35
Deutsche Bank National Trust Company	Notice of Foreclosure Intervention	Filing		11/09/2017-11:35	09/20/2018-11:35
Deutsche Bank National Trust Company	Notice/Notice of Appearance	Filing		11/09/2017-11:35	09/20/2018-11:35
Grant, Terry Lennette	NEF(11-07-2017 10:04:35 AM) Motion/Reconsider	Filing		11/07/2017-10:55	09/20/2018-10:55
Grant, Terry Lennette	Motion to Reconsider Granting of Motion to Amend Complaint	Motion		11/07/2017-10:04	09/20/2018-10:04
Deutsche Bank National Trust Company	NEF(11-06-2017 02:32:05 PM) Master/Order/Other	Filing		11/06/2017-14:32	09/20/2018-14:32
Deutsche Bank National Trust Company	Order to Amend Complaint	Order		11/06/2017-14:32	09/20/2018-14:32

Grant, Terry Lennette	NEF(05-15-2018 03:50:14 PM) Proposed Order/Relieve Couns...	Filing		05/16/2018-08:50	09/20/2018-08:50	
Grant, Terry Lennette	Order Cover Sheet \$25.00(Order/Relieve Counsel)	Filing		05/15/2018-15:50	09/20/2018-15:50	
Grant, Terry Lennette	NEF(05-04-2018 11:23:23 AM) Service/Certificate Of Servi...	Filing		05/04/2018-11:45	09/20/2018-11:45	
Grant, Terry Lennette	NEF(05-04-2018 11:22:21 AM) Notice/Notice of Hearing and...	Filing		05/04/2018-11:41	09/20/2018-11:41	
Deutsche Bank National Trust Company	NEF(05-04-2018 10:54:55 AM) Notice/Notice of Hearing and...	Filing		05/04/2018-11:36	09/20/2018-11:36	
Grant, Terry Lennette	Crt Svc Notice of Hearing etc to Def 4-30-18	Filing		05/04/2018-11:23	09/20/2018-11:23	
Grant, Terry Lennette	Notice of Hearing & Svc MIE 5-14-18 @ 3:30 pm	Filing		05/04/2018-11:22	09/20/2018-11:22	
Deutsche Bank National Trust Company	Notice of Hearing & Svc MIE 5-14-18 3:30 pm	Filing		05/04/2018-10:54	09/20/2018-10:54	
Deutsche Bank National Trust Company	Cert Svc Notice of Hearing 5-4-18	Filing		05/04/2018-10:54	09/20/2018-10:54	
Deutsche Bank National Trust Company	NEF(03-20-2018 11:20:34 AM) Service/Certificate Of Servi...	Filing		03/20/2018-15:26	09/20/2018-15:26	
Deutsche Bank National Trust Company	NEF(03-20-2018 11:19:52 AM) Service/Certificate Of Servi...	Filing		03/20/2018-15:19	09/20/2018-15:19	
Deutsche Bank National Trust Company	Crt Svc Discovery to counsel 3-20-18	Filing		03/20/2018-11:20	09/20/2018-11:20	
Deutsche Bank National Trust Company	Certificate Svc Discover to counsel 3-20-18	Filing		03/20/2018-11:19	09/20/2018-11:19	
Deutsche Bank National Trust Company	NEF(03-20-2018 11:18:52 AM) Notice/Notice of Appearance	Filing		03/20/2018-11:19	09/20/2018-11:19	
Deutsche Bank National Trust Company	Notice/Notice of Appearance	Filing		03/20/2018-11:18	09/20/2018-11:18	
Grant, Terry Lennette	NEF(02-15-2018 07:07:57 AM) Motion/Leave to Amend	Filing		02/15/2018-08:42	09/20/2018-08:42	
Grant, Terry Lennette	Motion to Amend Answer	Motion		02/15/2018-07:07	09/20/2018-07:07	
Grant, Terry	Cert Serv (Motion/Amend) 2-15-18	Filing		02/15/2018-07:07	09/20/2018-07:07	

Deutsche Bank National Trust Company	Crt Svc Affidavit in Support of Judgment to Defs 7-27-18	Filing		07/27/2018-11:27	09/20/2018-11:27	
Deutsche Bank National Trust Company	NEF(07-17-2018 10:20:33 AM) Notice/Notice of Hearing and...	Filing		07/17/2018-10:30	09/20/2018-10:30	
Deutsche Bank National Trust Company	Notice of Hearing b/f MIE 8-1-18 at 2:00 pm	Filing		07/17/2018-10:20	09/20/2018-10:20	
Deutsche Bank National Trust Company	Cert Serv (Notice of Hearing) 7-17-18	Filing		07/17/2018-10:20	09/20/2018-10:20	
Deutsche Bank National Trust Company	NEF(06-25-2018 09:28:00 AM) Master/Order/Other	Filing		06/25/2018-09:28	09/20/2018-09:28	
Deutsche Bank National Trust Company	Order Denying Motion to Reconsider & Granting Motion to	Order		06/25/2018-09:28	09/20/2018-09:28	
Deutsche Bank National Trust Company	NEF(06-15-2018 03:29:22 PM) Notice/Notice of Hearing and...	Filing		06/15/2018-16:04	09/20/2018-16:04	
Deutsche Bank National Trust Company	NEF(06-15-2018 03:03:54 PM) Service/Certificate Of Servi...	Filing		06/15/2018-15:42	09/20/2018-15:42	
Deutsche Bank National Trust Company	Notice of Hearing & Svc MIE 7-9-18 1:30 PM	Filing		06/15/2018-15:29	09/20/2018-15:29	
Deutsche Bank National Trust Company	Certificate Svc Notice of Hearing to parties 6-15-18	Filing		06/15/2018-15:29	09/20/2018-15:29	
Deutsche Bank National Trust Company	Crt Svc Notice of Hearing to Def 6-15-18	Filing		06/15/2018-15:03	09/20/2018-15:03	
Deutsche Bank National Trust Company	NEF(06-14-2018 02:57:23 PM) Proposed Master/Order/Other	Filing		06/14/2018-16:21	09/20/2018-16:21	
Deutsche Bank National Trust Company	Order Cover Sheet \$25.00(Order/Ther Waived)	Filing		06/14/2018-14:57	09/20/2018-14:57	
Grant, Terry Lennette	NEF(05-22-2018 12:04:36 PM) Order/Relieve Counsel	Filing		05/22/2018-12:04	09/20/2018-12:04	
Grant, Terry Lennette	Orde Relieving William H Sloan as Atty for Terry L Grant	Order		05/22/2018-12:04	09/20/2018-12:04	

Trust Company					
Deutsche Bank National Trust Company	Motion to Restore Case	Motion		05/05/2020-08:25	08/06/2021-08:25
Deutsche Bank National Trust Company	Certificate Of Service of Motion and Order to Restore	Filing		05/05/2020-08:25	08/06/2021-08:25
Deutsche Bank National Trust Company	Notice of Appearance (Attorney W.P.Stork)	Filing		05/05/2020-08:25	08/06/2021-08:25
Deutsche Bank National Trust Company	NEF(09-20-2018 04:22:47 PM) Order/Bankruptcy	Filing		09/20/2018-16:22	09/20/2018-16:22
Deutsche Bank National Trust Company	Order of Stay Due to Bankruptcy Filing	Order		09/20/2018-16:22	09/20/2018-16:22
Deutsche Bank National Trust Company	NEF(09-14-2018 01:12:25 PM) Motion/Stay Bankruptcy	Filing		09/14/2018-13:36	09/20/2018-13:36
Deutsche Bank National Trust Company	Motion of Stay Due to Bankruptcy Filing	Motion		09/14/2018-13:12	09/20/2018-13:12
Deutsche Bank National Trust Company	Cert Service of Motion/Order Stay Due to Bankruptcy Filing	Filing		09/14/2018-13:12	09/20/2018-13:12
Deutsche Bank National Trust Company	Order Cover Sheet \$25.00-Walved-Proposed Order/Stay	Filing		09/14/2018-13:12	09/20/2018-13:12
Deutsche Bank National Trust Company	NEF(08-15-2018 02:33:45 PM) Memo/Memo In Support	Filing		08/15/2018-15:09	09/20/2018-15:09
Deutsche Bank National Trust Company	Supplemental Memo in Support of Motion for Summary Judgment	Filing		08/15/2018-14:33	09/20/2018-14:33
Deutsche Bank National Trust Company	Cert Serv (Supplemental Memo) 8-15-18	Filing		08/15/2018-14:33	09/20/2018-14:33
Deutsche Bank National Trust Company	NEF(07-27-2018 11:27:41 AM) Affidavit/Affidavit of	Filing		07/27/2018-15:21	09/20/2018-15:21
Deutsche Bank National Trust Company	Affidavit of Timeka J Motlow/ Ocwen Loan Servicing LLC 5-30-	Filing		07/27/2018-11:27	09/20/2018-11:27

National Trust Company					
Deutsche Bank National Trust Company	Certificate Of Service by Mail	Filing		07/15/2021-09:02	08/06/2021-09:02
Deutsche Bank National Trust Company	NEF(07-13-2021 10:49:21 AM) Case Status Update	Filing		07/13/2021-10:49	08/06/2021-10:49
Deutsche Bank National Trust Company	Case Status Update	Filing		07/13/2021-10:49	08/06/2021-10:49
Deutsche Bank National Trust Company	NEF(07-12-2021 04:43:43 PM) Filing/Other	Filing		07/12/2021-16:44	08/06/2021-16:44
Deutsche Bank National Trust Company	Case Status Update Request	Filing		07/12/2021-16:43	08/06/2021-16:43
Deutsche Bank National Trust Company	NEF(04-02-2021 08:39:01 AM) Affidavit/Affidavit of	Filing		04/05/2021-08:40	08/06/2021-08:40
Deutsche Bank National Trust Company	NEF(04-02-2021 11:24:02 AM) Service/Certificate Of Servi...	Filing		04/05/2021-08:40	08/06/2021-08:40
Deutsche Bank National Trust Company	Certificate Of Service of Affidavit In Support of Judgment	Filing		04/02/2021-11:24	08/06/2021-11:24
Deutsche Bank National Trust Company	Affidavit in Support of Judgment	Filing		04/02/2021-08:39	08/06/2021-08:39
Deutsche Bank National Trust Company	NEF(03-15-2021 01:59:41 PM) Amended/Amended Lis Pendens	Filing		03/15/2021-14:10	08/06/2021-14:10
Deutsche Bank National Trust Company	Re-Filed Lis Pendens - R510 007 000 018A 0000	Filing		03/15/2021-13:59	08/06/2021-13:59
Deutsche Bank National Trust Company	NEF(05-21-2020 11:12:31 AM) Order/Restore Case To Active...	Filing		05/21/2020-11:12	08/06/2021-11:12
Deutsche Bank National Trust Company	Order/Restore Case To Active Docket	Order		05/21/2020-11:12	08/06/2021-11:12
Deutsche Bank National	NEF(05-05-2020 08:25:38 AM) Motion/Restore Case	Filing		05/05/2020-08:34	08/06/2021-08:34

Deutsche Bank National Trust Company	MIE's Order & Judgment of Foreclosure & Sale and Form 4	Order		08/06/2021-11:33	08/06/2021-11:33	
Deutsche Bank National Trust Company	NEF(08-03-2021 02:26:35 PM) Record of Hearing	Filing		08/03/2021-15:39	08/06/2021-15:39	
Deutsche Bank National Trust Company	Record of Hearing	Filing		08/03/2021-14:26	08/06/2021-14:26	
Deutsche Bank National Trust Company	NEF(08-02-2021 01:51:02 PM) Proposed Master/Order/Forecl...	Filing		08/02/2021-15:36	08/06/2021-15:36	
Deutsche Bank National Trust Company	Order Cover Sheet \$25.00-Waived-Proposed Order/Foreclosure,	Filing		08/02/2021-13:51	08/06/2021-13:51	
Deutsche Bank National Trust Company	NEF(07-30-2021 02:30:50 PM) Certificate/Certificate	Filing		07/30/2021-15:19	08/06/2021-15:19	
Deutsche Bank National Trust Company	Cert of Compliance with Coronavirus Aid, Relief & Economic	Filing		07/30/2021-14:30	08/06/2021-14:30	
Deutsche Bank National Trust Company	Amended Affidavit of Default	Filing		07/30/2021-14:30	08/06/2021-14:30	
Deutsche Bank National Trust Company	Cert Serv (Cert of Compliance & Amended Affidavit) 7-30-21	Filing		07/30/2021-14:30	08/06/2021-14:30	
Deutsche Bank National Trust Company	NEF(07-15-2021 01:20:39 PM) Notice/Notice of Hearing and...	Filing		07/15/2021-13:28	08/06/2021-13:28	
Deutsche Bank National Trust Company	Notice of Hearing b/f MIE 8-3-21 at 10:30 am	Filing		07/15/2021-13:20	08/06/2021-13:20	
Deutsche Bank National Trust Company	NEF(07-15-2021 09:02:24 AM) Motion/Summary Judgment	Filing		07/15/2021-10:18	08/06/2021-10:18	
Deutsche Bank National Trust Company	Motion for Summary Judgment	Motion		07/15/2021-09:02	08/06/2021-09:02	
Deutsche Bank National Trust Company	Memo In Support of Motion for Summary Judgment	Filing		07/15/2021-09:02	08/06/2021-09:02	
Deutsche Bank	Affidavit In Support of Judgment	Filing		07/15/2021-09:02	08/06/2021-09:02	

Grant, Terry Lennette	Proof Of Service of Notice of Appeal to Supreme Court	Filing		09/07/2021-11:24	12/01/2022-11:24	
Grant, Terry Lennette	Image of Notice of Appeal to Supreme Court of 8/6/2021 Order	Filing		09/03/2021-17:05	12/01/2022-17:05	
Grant, Terry Lennette	Proof Of Service of Notice of Appeal	Filing		09/03/2021-16:22	12/01/2022-16:22	
Grant, Terry Lennette	Notice of Appeal to Supreme Court of 8/6/2021 Order	Action		09/03/2021-16:21	12/01/2022-16:21	
Deutsche Bank National Trust Company	Proof Of Service of Notice of Appeal	Filing		09/03/2021-16:20	12/01/2022-16:20	
Deutsche Bank National Trust Company	Notice of Appeal to Supreme Court of 8/6/2021 Order	Action		09/03/2021-16:19	12/01/2022-16:19	
Alis, Catherine	NEF(08-25-2021 04:51:48 PM) Filing/Other	Filing		08/25/2021-16:52	12/01/2022-16:52	
Alis, Catherine	Returned Copy of Order/Judgment of Foreclosure Filed 8/6/21	Filing		08/25/2021-16:51	12/01/2022-16:51	
Grant, Terry Lennette	NEF(08-17-2021 03:53:14 PM) Filing/Other	Filing		08/17/2021-15:53	12/01/2022-15:53	
Grant, Terry Lennette	Returned Copy of Order/Judgment of Foreclosure Filed 8/6/21	Filing		08/17/2021-15:53	12/01/2022-15:53	
Deutsche Bank National Trust Company	NEF(08-11-2021 12:19:23 PM) Service/Certificate Of Servl...	Filing		08/11/2021-12:29	12/01/2022-12:29	
Deutsche Bank National Trust Company	Crt Svc MIE Order/Judgment etc on Defa 8-11-2021	Filing		08/11/2021-12:19	12/01/2022-12:19	
Deutsche Bank National Trust Company	Notice/Notice of Appearance	Filing		08/11/2021-12:19	12/01/2022-12:19	
Deutsche Bank National Trust Company	Judgment/Foreclosure; Deficiency Waived	Judgment		08/06/2021-11:39	12/01/2022-11:39	
Grant, Terry Lennette	Judgment/Foreclosure; Deficiency Waived	Judgment		08/06/2021-11:39	12/01/2022-11:39	
Deutsche Bank National Trust Company	NEF(08-06-2021 11:37:57 AM) Master/Order/Notice of Forec...	Filing		08/06/2021-11:38	08/06/2021-11:38	
Deutsche Bank National Trust Company	Notice of Sale	Order		08/06/2021-11:37	08/06/2021-11:37	
Deutsche Bank National Trust Company	NEF(08-06-2021 11:33:13 AM) Master/Order/Foreclosure & S...	Filing		08/06/2021-11:33	08/06/2021-11:33	

Trust Company					
Deutsche Bank National Trust Company	Notice of Appearance (Attorney C. W. Burgess)	Filing		05/02/2022-16:50	12/01/2022-16:50
Deutsche Bank National Trust Company	NEF(03-17-2022 11:27:13 AM) Case Status Update	Filing		03/17/2022-11:27	12/01/2022-11:27
Deutsche Bank National Trust Company	Case Status Update	Filing		03/17/2022-11:27	12/01/2022-11:27
Grant, Terry Lennette	NEF(01-20-2022 04:12:00 PM) Letter/Letter	Filing		01/21/2022-08:54	12/01/2022-08:54
Grant, Terry Lennette	Letter Re Exhibits to Motion for Relief	Filing		01/20/2022-16:12	12/01/2022-16:12
Grant, Terry Lennette	NEF(01-18-2022 11:06:21 PM) Motion/Relief	Filing		01/19/2022-13:35	12/01/2022-13:35
Grant, Terry Lennette	Motion for Relief of Judgment	Motion		01/18/2022-23:06	12/01/2022-23:06
Grant, Terry Lennette	Notice of Appearance (Houston)	Filing		01/18/2022-23:06	12/01/2022-23:06
Grant, Terry Lennette	SC CoA Order-Motion Remand Motion/Relief Granted-Appeal In A	Order		11/19/2021-11:12	12/01/2022-11:12
Deutsche Bank National Trust Company	NEF(09-15-2021 03:44:38 PM) Service/Certificate Of Servi...	Filing		09/15/2021-16:41	12/01/2022-16:41
Deutsche Bank National Trust Company	Crt Svc Notice of Sale to parties 9-15-2021	Filing		09/15/2021-15:44	12/01/2022-15:44
Deutsche Bank National Trust Company	NEF(09-08-2021 03:02:06 PM) Master/Order/Notice of Forec...	Filing		09/08/2021-15:02	12/01/2022-15:02
Deutsche Bank National Trust Company	Notice of Sale	Order		09/08/2021-15:02	12/01/2022-15:02
Grant, Terry Lennette	Notice of Appeal to Supreme Court of 8/6/21 Order	Action		09/08/2021-11:24	12/01/2022-11:24
Deutsche Bank National Trust Company	NEF(09-07-2021 03:55:44 PM) Proposed Master/Order/Notice...	Filing		09/07/2021-16:25	12/01/2022-16:25
Deutsche Bank National Trust Company	Order Cover Sheet \$25.00-Waived-Proposed Notice/Sale	Filing		09/07/2021-15:55	12/01/2022-15:55
Grant, Terry Lennette	NEF(09-07-2021 11:24:31 AM) Appeal/Notice of Appeal to S...	Filing		09/07/2021-11:30	12/01/2022-11:30

Grant, Terry Lennette	Service/Certificate Of Service	Filing		10/11/2022-16:26	12/01/2022-16:26	
Grant, Terry Lennette	Motion/Relieve As Counsel	Motion		10/11/2022-16:02	12/01/2022-16:02	
Grant, Terry Lennette	Order/Order Cover Sheet \$25.00	Filing		10/11/2022-15:58	12/01/2022-15:58	
Grant, Terry Lennette	Cert Serv (Response in Opposition) 10-6-22	Filing		10/06/2022-09:23	12/01/2022-09:23	
Grant, Terry Lennette	Response in Oppositin to Motion for Summary Judgment	Filing		10/06/2022-09:21	12/01/2022-09:21	
Deutsche Bank National Trust Company	NEF(09-28-2022 08:17:04 AM) Notice/Notice of Hearing	Filing		09/28/2022-08:17	12/01/2022-08:17	
Deutsche Bank National Trust Company	Notice of Hearing b/f MIE 10-28-22 at 9:30 am	Filing		09/28/2022-08:17	12/01/2022-08:17	
Deutsche Bank National Trust Company	NEF(09-07-2022 10:37:57 AM) Motion/Summary Judgment	Filing		09/07/2022-13:27	12/01/2022-13:27	
Deutsche Bank National Trust Company	Motion for Summary Judgment	Motion		09/07/2022-10:37	12/01/2022-10:37	
Deutsche Bank National Trust Company	Memo In Support of Motion for Summary Judgment	Filing		09/07/2022-10:37	12/01/2022-10:37	
Grant, Terry Lennette	Remittitur/Order From Court Of Appeals-Appeal is Dismissed	Filing		09/01/2022-13:42	12/01/2022-13:42	
Deutsche Bank National Trust Company	Remittitur/ From Court Of Appeals	Filing		09/01/2022-13:31	12/01/2022-13:31	
Deutsche Bank National Trust Company	NEF(08-25-2022 04:15:13 PM) Affidavit/Affidavit of	Filing		08/25/2022-16:32	12/01/2022-16:32	
Deutsche Bank National Trust Company	Affidavit of Amount Due	Filing		08/25/2022-16:15	12/01/2022-16:15	
Deutsche Bank National Trust Company	NEF(05-06-2022 10:40:41 AM) Order/Vacate Judgment	Filing		05/06/2022-10:41	12/01/2022-10:41	
Deutsche Bank National Trust Company	Consent Order to Vacate Foreclosure Judgment	Order		05/06/2022-10:40	12/01/2022-10:40	
Deutsche Bank National	NEF(05-02-2022 04:50:16 PM) Notice/Notice of Appearance	Filing		05/03/2022-09:15	12/01/2022-09:15	

Trust Company					
Grant, Terry Lennette	Cert Serv (Return to Opposition) 10-28-22	Filing		10/28/2022-09:24	12/01/2022-09:24
Grant, Terry Lennette	Return to Opposition of Defendants Summay Judgment & to	Filing		10/28/2022-09:22	12/01/2022-09:22
Deutsche Bank National Trust Company	Foreclosure/Exhibits	Filing		10/27/2022-17:23	12/01/2022-17:23
Deutsche Bank National Trust Company	NEF(10-26-2022 11:06:13 AM) Memo/Memo in Opposition	Filing		10/26/2022-11:25	12/01/2022-11:25
Deutsche Bank National Trust Company	Memo in Opposition to Motion for Summary Judgment	Filing		10/26/2022-11:06	12/01/2022-11:06
Deutsche Bank National Trust Company	Cert Serv (Memo in Opposition) 10-26-22	Filing		10/26/2022-11:06	12/01/2022-11:06
Grant, Terry Lennette	Certificate/Service of Motion/SJ/Dismiss,Memo/Support,Exhibi	Filing		10/21/2022-15:35	12/01/2022-15:35
Grant, Terry Lennette	Affidavit of Attorney Fees and Cost	Filing		10/21/2022-15:34	12/01/2022-15:34
Grant, Terry Lennette	Memo in Support of Def's Motion for Summary Judgment & Dismi	Filing		10/21/2022-15:34	12/01/2022-15:34
Grant, Terry Lennette	Motion for Summary Judgment and to Dismiss	Motion		10/21/2022-15:33	12/01/2022-15:33
Deutsche Bank National Trust Company	NEF(10-13-2022 01:04:52 PM) Order/Relieve Counsel	Filing		10/13/2022-13:05	12/01/2022-13:05
Deutsche Bank National Trust Company	Order Relieving Counsel	Order		10/13/2022-13:04	12/01/2022-13:04
Deutsche Bank National Trust Company	NEF(10-12-2022 05:17:22 PM) Affidavit/Attorney Fees	Filing		10/13/2022-08:54	12/01/2022-08:54
Deutsche Bank National Trust Company	Affidavit of Attorney's Fees & Costs	Filing		10/12/2022-17:17	12/01/2022-17:17
Deutsche Bank National Trust Company	Cert Serv (Affidavit of Attorney's Fees) 10-12-22	Filing		10/12/2022-17:17	12/01/2022-17:17
Deutsche Bank National Trust Company	Notice of Hearing b/f MIE 10-28-22 at 9:30 am	Filing		10/12/2022-17:17	12/01/2022-17:17

Trust Company					
Deutsche Bank National Trust Company	Motion to Alter or Amend	Motion		12/01/2022-16:31	
Deutsche Bank National Trust Company	Memo in Support of Motion to Alter or Amend	Filing		12/01/2022-16:31	
Deutsche Bank National Trust Company	Certificate Of Service	Filing		12/01/2022-16:31	
Grant, Terry Lennette	NEF(12-01-2022 10:57:38 AM) Order/Other	Filing		12/01/2022-11:27	
Grant, Terry Lennette	Order Vacating Order of Reference & Order of Recusal	Order		12/01/2022-10:57	12/01/2022-10:57
Deutsche Bank National Trust Company	NEF(11-29-2022 04:54:03 PM) Service/Certificate Of Servi...	Filing		12/01/2022-10:26	12/01/2022-10:26
Deutsche Bank National Trust Company	NEF(11-29-2022 03:41:53 PM) Service/Certificate Of Servi...	Filing		11/30/2022-11:19	12/01/2022-11:19
Deutsche Bank National Trust Company	Cert Of Svc 2nd Amd Aff Attnys Fees & Costs Parties 11-29-20	Filing		11/29/2022-16:54	12/01/2022-16:54
Deutsche Bank National Trust Company	2nd Amd Affidavit/Attorney Fees & Costs	Filing		11/29/2022-16:54	12/01/2022-16:54
Deutsche Bank National Trust Company	Crt Of Svc Amd Aff of Attnys Fee & Cost etd to parties 11-29	Filing		11/29/2022-15:41	12/01/2022-15:41
Deutsche Bank National Trust Company	NEF(11-29-2022 11:56:13 AM) Amended/Other	Filing		11/29/2022-13:34	12/01/2022-13:34
Deutsche Bank National Trust Company	Amended Affidavit of Attorney's Fees & Costs	Filing		11/29/2022-11:56	12/01/2022-11:56
Deutsche Bank National Trust Company	NEF(11-04-2022 09:11:01 AM) Notice/Notice of Hearing and...	Filing		11/04/2022-09:40	12/01/2022-09:40
Deutsche Bank National Trust Company	Notice of Hearing b/f MIE 11-30-22 at 9:30 am	Filing		11/04/2022-09:11	12/01/2022-09:11
Deutsche Bank National	NEF(10-27-2022 05:23:08 PM) Foreclosure/Exhibits	Filing		10/28/2022-15:53	12/01/2022-15:53

Grant, Terry Lennette	NEF(02-17-2023 12:04:24 PM) Notice/Notice of Hearing	Filing		02/17/2023-12:04		
Grant, Terry Lennette	Notice of Hearing	Filing		02/17/2023-12:04		
Alls, Catherine	NEF(02-17-2023 12:01:54 PM) Notice/Notice of Hearing	Filing		02/17/2023-12:02		
Alls, Catherine	Notice of Hearing	Filing		02/17/2023-12:01		
Alls, Catherine	NEF(02-17-2023 11:56:03 AM) Notice/Notice of Hearing	Filing		02/17/2023-11:56		
Alls, Catherine	Notice of Hearing	Filing		02/17/2023-11:56		
Deutsche Bank National Trust Company	NEF(02-14-2023 04:12:50 PM) Service/Certificate Of Servi...	Filing		02/15/2023-09:26		
Deutsche Bank National Trust Company	Certificate Of Service by Mail	Filing		02/14/2023-16:12		
Deutsche Bank National Trust Company	Order/Order Cover Sheet \$25.00	Filing		02/14/2023-16:12		
Deutsche Bank National Trust Company	NEF(12-19-2022 05:13:12 PM) Service/Certificate Of Servi...	Filing		12/20/2022-10:48		
Deutsche Bank National Trust Company	Crt Svc Notice of Deposition of Wm H Sloan Jr to parties 12-	Filing		12/19/2022-17:13		
Deutsche Bank National Trust Company	NEF(12-07-2022 08:13:30 AM) Order/Other	Filing		12/07/2022-08:13		
Deutsche Bank National Trust Company	Order Denying Motion to Alter or Amend	Order		12/07/2022-08:13		
Grant, Terry Lennette	Memo in Support of Opposition to Motion to Alter or Amend	Filing		12/05/2022-15:32		
Grant, Terry Lennette	Cert Serv (Opposition to Motion to Alter or Amend) 12-4-2022	Filing		12/05/2022-15:31		
Grant, Terry Lennette	Opposition to Motion to Alter or Amend	Filing		12/05/2022-15:30		
Deutsche Bank National Trust Company	NEF(12-02-2022 04:10:48 PM) Service/Certificate Of Servi...	Filing		12/05/2022-10:16		
Deutsche Bank National Trust Company	Crt Svc Order Vacating of Ref etc to parties 12-2-2022	Filing		12/02/2022-16:10		
Deutsche Bank National	NEF(12-01-2022 04:31:27 PM) Motion/Reconsider	Filing		12/02/2022-09:36		

Trust Company					
Deutsche Bank National Trust Company	Affidavit of Amount Due	Filing		04/03/2023-15:17	
Deutsche Bank National Trust Company	NEF(03-15-2023 12:31:56 PM) Notice/Dismissal	Filing		03/15/2023-16:58	
Deutsche Bank National Trust Company	NEF(03-15-2023 04:20:57 PM) Memo/Memo in Opposition	Filing		03/15/2023-16:47	
Deutsche Bank National Trust Company	Memo in Opposition to Grant's March 9, Filing	Filing		03/15/2023-16:20	
Deutsche Bank National Trust Company	Cert Serv (Memo In Opposition) 3-15-23	Filing		03/15/2023-16:20	
Deutsche Bank National Trust Company	Notice/Dismissal W/O Prejudice as to Catherine Alls ONLY	Filing		03/15/2023-12:31	
Grant, Terry Lennette	Cert Serv (Opposition/Reconsideration) 3-8-23	Filing		03/09/2023-13:46	
Grant, Terry Lennette	Opposition/Reconsideration and/or Appeal of Special Referee	Filing		03/09/2023-13:34	
Grant, Terry Lennette	Cert Serv (Supplement to Response) 3-2-23	Filing		03/03/2023-13:50	
Grant, Terry Lennette	Supplement Response in Opposition to Motion for Summary	Filing		03/03/2023-13:41	
Grant, Terry Lennette	Cert Serv (Supplement to Memo) 3-2-23	Filing		03/03/2023-13:39	
Grant, Terry Lennette	Supplement to Memo in Support of Motion for Summary Judgment	Filing		03/03/2023-13:38	
Deutsche Bank National Trust Company	NEF(02-21-2023 03:47:39 PM) Service/Certificate Of Servi...	Filing		02/22/2023-11:07	
Deutsche Bank National Trust Company	Crt Svc Order of Reference to parties 2-21-2023	Filing		02/21/2023-15:47	
Deutsche Bank National Trust Company	NEF(02-21-2023 02:08:19 PM) Order/Referred to Master or ...	Filing		02/21/2023-14:08	
Deutsche Bank National Trust Company	Order of Reference	Order		02/21/2023-14:08	

Trust Company						
Grant, Terry Lennette	NEF(09-01-2023 02:04:12 PM) Order/Other	Filing		09/01/2023-14:04		
Grant, Terry Lennette	Order Denying Defendant's Motion to Reconsider	Order		09/01/2023-14:04		
Grant, Terry Lennette	NEF(08-03-2023 10:54:09 AM) Filing/Other	Filing		08/03/2023-10:54		
Grant, Terry Lennette	Filing Regarding Proposed Orders Submitted to Spc Ref B,Sapp	Filing		08/03/2023-10:54		
Grant, Terry Lennette	Filing Regarding Proposed Order Submitted to Spc Ref B. Sapp	Filing		08/03/2023-10:27		
Grant, Terry Lennette	NEF(07-28-2023 04:50:12 PM) Filing/Other	Filing		07/28/2023-16:50		
Grant, Terry Lennette	Returned Copy of Order/Judgment of Foreclosure Filed 6/28/23	Filing		07/28/2023-16:50		
Grant, Terry Lennette	Reconsideration of Decision Granting Plaintiff Motion/Summar	Motion		07/07/2023-12:46		
Grant, Terry Lennette	NEF(07-07-2023 12:43:46 PM) Appeal/Notice of Appeal to C...	Filing		07/07/2023-12:43		
Grant, Terry Lennette	Notice of Appeal to Court of Appeals of Special Referee Orde	Filing		07/07/2023-12:43		
Deutsche Bank National Trust Company	NEF(06-29-2023 10:15:07 AM) Service/Certificate Of Servi...	Filing		06/29/2023-12:20		
Deutsche Bank National Trust Company	Certificate of Service of Order/Foreclosure,Notice/Sale,Serv	Filing		06/29/2023-10:15		
Deutsche Bank National Trust Company	NEF(06-28-2023 03:02:33 PM) Special Referee/Order/Forecl...	Filing		06/28/2023-15:03		
Deutsche Bank National Trust Company	NEF(04-21-2023 10:19:44 AM) Notice/Notice of Hearing and...	Filing		04/21/2023-10:30		
Deutsche Bank National Trust Company	Notice of Motion Hearing 5-4-23 at 10:00 am	Filing		04/21/2023-10:19		
Deutsche Bank National Trust Company	NEF(04-03-2023 04:22:05 PM) Service/Certificate Of Servi...	Filing		04/04/2023-11:24		
Deutsche Bank National Trust Company	NEF(04-03-2023 03:17:05 PM) Master/Exhibit/Affidavit of ...	Filing		04/04/2023-08:53		
Deutsche Bank National	Crt Svc Affidavit of Amount Due to parties 4-3-2023	Filing		04/03/2023-16:22		



Beaufort County Fourteenth Judicial Circuit Public Index



[Beaufort County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Deutsche Bank National Trust Company VS Terry Lennette Grant

Case Number:	2016CP0701466	Court Agency:	Beaufort County Master In Equity	Filed Date:	03/15/2017
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Referred To Master	Assigned Judge:	Dukes, Marvin H III		
Disposition:	Other / Circuit Civil	Disposition Date:	12/01/2022	Disposition Judge:	Dukes, Marvin H III
Original Source Doc:		Original Case #:			
Judgment Number:	2016CP0701466	Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Deutsche Bank National Trust Company	NEF(10-04-2023 04:42:04 PM) Service/Certificate Of Servi...	Filing		10/04/2023-16:45		
Deutsche Bank National Trust Company	Certificate of Service of Notice of Sale, Certificate of Ser	Filing		10/04/2023-16:42		
Deutsche Bank National Trust Company	NEF(10-04-2023 02:56:40 PM) Special Referee/Order/Other	Filing		10/04/2023-14:57		
Grant, Terry Lennette	NEF(09-18-2023 02:11:01 PM) Filing/Other	Filing		09/18/2023-14:11		
Grant, Terry Lennette	Returned Copy of Order Denying Def's Motion/Reconsider Filed	Filing		09/18/2023-14:11		
Grant, Terry Lennette	Certificate of Service of Notice/Appeal & Service on Chad Bu	Filing		09/05/2023-14:42		
Grant, Terry Lennette	Proof of Service of Notice of Appeal on Deutsche Bank	Filing		09/05/2023-14:42		
Grant, Terry Lennette	Notice of Appeal to Court of Appeals of 6/28 & 9/1/23 Orders	Filing		09/05/2023-14:42		
Deutsche Bank National Trust Company	NEF(09-01-2023 04:31:56 PM) Service/Certificate Of Servi...	Filing		09/05/2023-12:08		
Deutsche Bank National	Crt Svc Order Denying Defs Motion to Reconsider to Def 9-1-2	Filing		09/01/2023-16:31		



Beaufort County Fourteenth Judicial Circuit Public Index



[Beaufort County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Deutsche Bank National Trust Company , plaintiff, et al VS Terry Lennette Grant , defendant, et al

Case Number:	2010CP0701690	Court Agency:	Beaufort County Common Pleas	Filed Date:	04/12/2010
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Disposed	Assigned Judge:	Solicitor		
Disposition:	Ended by Non Jury	Disposition Date:	05/28/2014	Disposition Judge:	Dukes, Marvin H III
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Deutsche Bank National Trust Company	Order Vacate Jgmt, Dismiss W/O Prejudice, Cancel LP, Service	Order		01/14/2016-15:25		
Grant, Terry Lennette	Letter (re: requests validation)	Filing		12/28/2015-08:45		
Grant, Terry Lennette	Response to Motion & Order Vacating Judgment, Cancelling LP	Filing		12/28/2015-08:19		
Deutsche Bank National Trust Company	Motion and Consent Order Substituting Counsel, Cert of Mail	Order		11/18/2015-14:11		
Deutsche Bank National Trust Company	Signed release to destroy exhibits by Atty. D. Koutrakos	Filing		11/10/2015-13:04		
Grant, Terry Lennette	Signed notice requesting Def exhibits (Def Pro Se)	Filing		10/29/2015-16:16		
Grant, Terry Lennette	Notice release or dispose Defendant's Exhibits (Pro Se)	Filing		10/23/2015-09:21		
Deutsche Bank National Trust Company	Notice release/dispose Plaintiff Exhibit (Atty. D. Koutrakos)	Filing		10/23/2015-09:21		
Deutsche Bank National Trust Company	Notice release/dispose Plaintiff Exhibit (Atty. S. White)	Filing		10/23/2015-09:20		
Deutsche Bank National Trust Company	Affidavit/Publication	Filing		07/21/2014-12:25		

Deutsche Bank National Trust Company	Crt Svc Notice of Sale/Order/Jdgmt parties 6-23-14	Filing		06/25/2014-12:22		
Deutsche Bank National Trust Company	Notice of Intent to File a Federal Suit	Filing		06/04/2014-14:34		
Deutsche Bank National Trust Company	Order/Jdgmt of Foreclosure & Sale; Notice of Sale; Record	Order		05/28/2014-16:22		
Deutsche Bank National Trust Company	Affidavit of Amount Due; Cert Serv	Filing		05/20/2014-14:35	05/28/2014-14:35	
Deutsche Bank National Trust Company	Affidavit/Default as to Catherine Alls & Lindberg Blng; Aff	Filing		05/12/2014-16:55	05/28/2014-16:55	
Deutsche Bank National Trust Company	Notice of Hearing MIE 5-28-14;Crt Svc parties 5-1-14	Filing		05/05/2014-14:26	05/28/2014-14:26	
Deutsche Bank National Trust Company	Crt Svc Aff in Support Mot Summ Jdgmt Terry L Grant 3-5-14	Filing		03/13/2014-09:40	05/28/2014-09:40	
Deutsche Bank National Trust Company	Crt Svc Order Denying Rule 12B etc Terry L Grant 3-5-14	Filing		03/07/2014-09:07	05/28/2014-09:07	
Deutsche Bank National Trust Company	Notice of Hearing MIE 5-2-14;Crt Svc parties 3-5-14	Filing		03/07/2014-09:03	05/28/2014-09:03	
Deutsche Bank National Trust Company	Affidavit/Support Motion Sum Jdgmt	Filing		03/03/2014-12:19	05/28/2014-12:19	
Grant, Terry Lennette	Order re: Defs Mot Vacate filed 12/30/13, denied.	Order		03/03/2014-09:46	03/03/2014-09:46	
Deutsche Bank National Trust Company	Pifs Return in Opposition to Defs Motion to Vacate	Filing		02/28/2014-11:25	05/28/2014-11:25	
Deutsche Bank National Trust Company	Mot Summ Jmt of Foreclosure and Sale; Certif Service	Motion		02/28/2014-11:23	05/28/2014-11:23	
Deutsche Bank National Trust Company	Crt Svc Order Granting Pifs Motion etc parties 2-7-14	Filing		02/12/2014-10:18	05/28/2014-10:18	
Deutsche Bank National	Order Granting Pifs Motin for Partial Sum Jmt.	Order		02/07/2014-16:09	02/07/2014-16:09	

Trust Company					
Deutsche Bank National Trust Company	Letter MIE Reschedule 3-3-14	Filing		02/05/2014-08:15	05/28/2014-08:15
Deutsche Bank National Trust Company	Notice/Hrg MIE Motion/Vacate Claim on Parties	Filing		01/31/2014-15:16	05/28/2014-15:16
Grant, Terry Lennette	Motion/Vacate	Motion		12/30/2013-11:37	02/24/2014-11:37
Deutsche Bank National Trust Company	Exhibit(s) Entered from MIE hearing on 11/18/2013	Document		12/05/2013-11:11	05/28/2014-11:11
Grant, Terry Lennette	Notice Reconsideration Purposed Sum Jdgmt; Crt Svc Counsel	Filing		12/02/2013-13:18	05/28/2014-13:18
Grant, Terry Lennette	Filing Of Coram Non Judice Objection for Lake of	Filing		11/26/2013-14:53	05/28/2014-14:53
Deutsche Bank National Trust Company	Letter from Judge Dukes to Mr. Koutrakos instructing him to	Filing		11/20/2013-10:52	05/28/2014-10:52
Deutsche Bank National Trust Company	Ocwen Loan Svcing Aff/Support Plt's Motion Sum Jdgmt;	Filing		11/18/2013-15:59	05/28/2014-15:59
Deutsche Bank National Trust Company	Motion for Partial Summary Judgment; Certif Service	Motion		11/12/2013-09:43	11/18/2013-09:43
Grant, Terry Lennette	Answer to the Email of 10/28/13; Crt Svc Parties 10/28/13	Filing		11/08/2013-15:51	05/28/2014-15:51
Deutsche Bank National Trust Company	Notice of Hearing MIE 11-18-13: Crt Svc Terry Lennette Grant	Filing		11/08/2013-09:11	05/28/2014-09:11
Deutsche Bank National Trust Company	Notice/Hearing before MIE 11-18-13 at 1:30 p.m.; Cert of Srv	Filing		10/18/2013-10:19	05/28/2014-10:19
Grant, Terry Lennette	Action Taken to compel Def to Submit Questions Designed to	Filing		10/08/2013-09:11	05/28/2014-09:11
Grant, Terry Lennette	First Request for Admission; Crt Srv parties 10/8/2013	Filing		10/08/2013-09:08	05/28/2014-09:08
Grant, Terry Lennette	First Interrogatories; Crt Srv parties 10/8/2013	Filing		10/08/2013-09:05	05/28/2014-09:05
Grant, Terry Lennette	1st Request for Production; Crt Srv parties 10/8/2013	Filing		10/08/2013-09:02	05/28/2014-09:02
Deutsche Bank National Trust Company	Crt Svc Order Granting Plfs Motion to Compel Deposition	Filing		09/30/2013-09:38	05/28/2014-09:38
Deutsche Bank National Trust Company	Order Granting Plaintiff's Motion to Compel Deposition	Order		09/26/2013-11:27	09/15/2013-11:27
Deutsche Bank National	Filing of Non-Jury Mortgage Foreclosure and Reformation: Crt	Filing		09/16/2013-09:16	05/28/2014-09:16

Trust Company					
Deutsche Bank National Trust Company	Crt Srv Exhibit to 2nd Amd Complaint parties 9/11/2013	Filing		09/13/2013-16:22	05/28/2014-16:22
Deutsche Bank National Trust Company	Notice of Hearing MIE 9-16-13:Crt Svc Def 9-4-13	Filing		09/09/2013-10:41	05/28/2014-10:41
Deutsche Bank National Trust Company	Motion for Sanctions and/or to Compel; Certif Service	Motion		09/04/2013-11:34	09/16/2013-11:34
Grant, Terry Lennette	Letter Dated 8/28/13	Filing		08/28/2013-13:19	05/28/2014-13:19
Deutsche Bank National Trust Company	Notice of Appearance by counsel(Demetri K. Koutrakos)	Filing		08/15/2013-16:11	05/28/2014-10:06
Deutsche Bank National Trust Company	Affidavit/Publication Isind Pkt/Bft Gazette 7/6/13/20/2011	Filing		08/15/2013-12:59	05/28/2014-12:59
Deutsche Bank National Trust Company	Crt Srv 2nd Amd LP/2nd Amd SC etc Defs 6/17/13	Filing		08/15/2013-12:56	05/28/2014-12:56
Deutsche Bank National Trust Company	Crt Srv Amd LP/Amd SC parties 4/25/2011	Filing		08/15/2013-12:40	05/28/2014-12:40
Grant, Terry Lennette	Affidavit of Truth & Objection to 2nd Amd Summons & Notices	Filing		07/15/2013-12:10	05/28/2014-12:10
Grant, Terry Lennette	Filing/Affidavit; Crt Svc Parties	Filing		07/12/2013-09:20	05/28/2014-09:20
Deutsche Bank National Trust Company	Second Amended LP, SC, Notices and Certificate of Exemption	Filing		06/12/2013-15:39	05/28/2014-15:39
Deutsche Bank National Trust Company	Order to Amend Complaint	Filing		06/12/2013-15:26	06/11/2013-15:26
Deutsche Bank National Trust Company	Cert/Mortgagor Non-Compliance; Crt Svc on Terry L Grant on	Filing		11/07/2011-11:45	05/28/2014-11:45
Grant, Terry Lennette	Filing by Def Grant	Filing		07/15/2011-15:10	05/28/2014-15:10
Deutsche Bank National Trust Company	Affidavit & Order/Publication; Crt Mlg Amd SC/Amd LP on	Filing		06/28/2011-12:12	05/28/2014-12:12
Deutsche Bank National Trust Company	Notice Of Foreclosure Intervention; Crt Svc on Defs 6/14/11	Filing		06/17/2011-15:08	05/28/2014-15:08

Grant, Terry Lennette	Filing	Filing		06/02/2011-16:33	05/28/2014-16:33	
Grant, Terry Lennette	Filing of Objection to Amded LP and Order to amend CMP	Filing		05/24/2011-16:41	05/28/2014-16:41	
Deutsche Bank National Trust Company	Aff Non Svc Amd LP/Amd SC on Lindberg Bing	Filing		05/12/2011-08:56	05/28/2014-08:56	
Deutsche Bank National Trust Company	Affidvit Due Diligent Search on Lindberg Bing	Filing		05/05/2011-16:29	05/28/2014-16:29	
Deutsche Bank National Trust Company	Aff Non Svc Amd SC/Amd LP on Lindberg Bing	Filing		05/05/2011-16:23	05/28/2014-16:23	
Deutsche Bank National Trust Company	Aff Non Svc Amd SC/Amd LP on Lindberg Bing	Filing		04/28/2011-14:40	05/28/2014-14:40	
Deutsche Bank National Trust Company	Aff Non Svc Amd SC/Amd LP on Lindberg Bing	Filing		04/28/2011-14:40	05/28/2014-14:40	
Deutsche Bank National Trust Company	Amended Summons/Notices, Complaint/Cert of Exemption	Filing		04/19/2011-13:49	05/28/2014-13:49	
Deutsche Bank National Trust Company	TMS R510 007 000 018A 0000-Amended Lis Pendens	Filing		04/19/2011-13:48	05/28/2014-13:48	
Deutsche Bank National Trust Company	Order To Amend Complaint(to reform legal descript)	Filing		04/19/2011-13:48	05/28/2014-13:48	
Deutsche Bank National Trust Company	Affidavit/Publication	Filing		06/21/2010-09:20	05/28/2014-09:20	
Deutsche Bank National Trust Company	Order of Reference to MIE	Order		06/15/2010-09:24	06/15/2010-09:24	
Deutsche Bank National Trust Company	Order of Publication Def Terry Lennette Grant	Filing		05/10/2010-10:25	05/28/2014-10:25	
Deutsche Bank National Trust Company	Affidavit	Filing		05/10/2010-10:25	05/28/2014-10:25	
Deutsche Bank National Trust Company	Affidavit of Due and Diligent Search on Terry Lennette Grant	Filing		05/04/2010-14:42	05/28/2014-14:42	
Deutsche Bank	Aff Svc SC/LP on Catherine Aills	Filing		04/28/2010-13:01	05/28/2014-13:01	

National Trust Company					
Deutsche Bank National Trust Company	Aff Non Svc/SC, LP on Terry Lennette Grant 4-25-10	Filing		04/26/2010-08:05	05/28/2014-08:05
Deutsche Bank National Trust Company	Aff Non Svc/SC, LP on Terry Lennette Grant 4-17-10	Filing		04/22/2010-10:13	05/28/2014-10:13
Deutsche Bank National Trust Company	Aff Non Svc SC/LP on Terry Lennette Grant	Filing		04/19/2010-08:20	05/28/2014-08:20
Deutsche Bank National Trust Company	Aff Non Svc SC/LP on Catherine Alls	Filing		04/13/2010-15:10	05/28/2014-15:10
Deutsche Bank National Trust Company	Certificate/Certificate of Exemption from ADR	Filing		04/12/2010-13:58	05/28/2014-13:58
Deutsche Bank National Trust Company	Summons & Complaint	Filing		04/12/2010-13:56	05/28/2014-13:56
Deutsche Bank National Trust Company	TMS R510 007 000 018A 0000	Filing		04/12/2010-13:55	05/28/2014-13:55
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-FILING	Filing			
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-OPUBLIC	Filing			
Deutsche Bank National Trust Company	TERRY LENNETTE-AFFPUB	Filing			
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-FILING	Filing			
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-OMOFOR	Filing			
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-ORDER	Filing			
Deutsche Bank National	TERRY LENNETTE GRANT-AML PEN	Filing			

Trust Company						
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-AMENDA	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-CERNON	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE-NTFRIN	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-FILING	Filing				
Deutsche Bank National Trust Company	GRANT-MVACAT	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-MSUMJM	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-OAMEND	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-MSUMJM	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-MEMOPP	Filing				

Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-NOTHRG	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRYLGRANT-ORDER	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-OPUBLIC	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-AFFPUB	Filing				
Deutsche Bank National Trust Company	GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	DEUTSCHE BANK NATION-LISPEF	Filing				
Deutsche Bank National Trust Company	DEUTSCHE BANK NATION-CERTEA	Filing				
Deutsche Bank National Trust Company	DEUTSCHE BANK NATION-SUMCMP	Filing				
Deutsche Bank	TERRY GRANT-NOTICE	Filing				

National Trust Company						
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-ORDREFERENCE	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-OMOFOR	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SAFSVC	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-LETTER	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-NHMIE	Filing				
Deutsche Bank National Trust Company	GRANT-NOTAPP	Filing				
Deutsche Bank National Trust Company	TERRY LENNETT GRANT-NOTHRG	Filing				
Deutsche Bank National Trust Company	GRANT-EXBENT	Filing				
Deutsche Bank National	TERRYLENNETTEGRANT-ORDER	Filing				

Trust Company						
Deutsche Bank National Trust Company	TERRY GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-LETTER	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTE-MSANCT	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-NOTHRG	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-LETTER	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-ANSWER	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-AFFPUB	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-NHMIE	Filing				

Deutsche Bank National Trust Company	TERRY GRANT-NOTICE	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-ORDERF	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-AMENDA	Filing				

CMSWeb 6.1 © 2018 South Carolina Judicial Branch • All rights reserved

EXHIBIT #17

**Order granting Partial MSJ and reforming MT...
February 7, 2014 ORDER**

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS

Deutsche Bank National Trust)
Company, as Trustee for NovaStar)
Mortgage Funding Trust, Series)
2006-5,)

Case No. 2010-CP-07-1690

Plaintiff,)

vs.)

Terry Lennette Grant; Catherine)
Alls; and Lindberg Bing.)

Defendants.)

ORDER GRANTING PLAINTIFF'S
MOTION FOR PARTIAL
SUMMARY JUDGMENT
(not ending action)

2014 FEB -7 PM 4:15
BEAUFORT COUNTY, S.C.
CLERK OF COURT

This matter was referred to me by order of reference on file herein. This matter came before me for a hearing on November 18, 2013, beginning at 1:30 p.m. on Plaintiff's Motion for partial summary judgment on its claims for Declaratory Judgment-Reformation of Mortgage, Declaratory Judgment-Easement by Necessity, and Declaratory Judgment-Easement Implied by Prior Use.

Demetri K. Koutrakos, Esquire appeared on behalf of the Plaintiff. Terry Lennette Grant appeared *pro se*.

Plaintiff has filed this action seeking to foreclose a mortgage it holds. Plaintiff has also asserted a claim seeking to reform the legal description in the mortgage arguing it describes property that none of the parties intended to encumber. In addition, because the property the parties intended to encumber is landlocked, Plaintiff has asserted two easement claims.

Plaintiff's Mortgage Reformation Claim

With respect to Plaintiff's Mortgage Reformation claims, the facts, viewed in the light most favorable to the non-moving party, are as follows:

On September 18, 2006, for value received, Terry Lennette Grant executed and delivered to NovaStar Mortgage, Inc. a certain promissory note ("Note") in the sum of \$680,000.00. Plaintiff's counsel presented to me the original Note for inspection at the hearing. Plaintiff is the current owner and holder of the Note.

To secure the payment of the Note, on September 18, 2006, Terry Lennette Grant executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., its successors and assigns, a mortgage covering the following described property:

All that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R51 0-007-000-017B 0000, being 0.38 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R.L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

ALSO

All that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R51 0 007 000 018A 0000, being 0.10 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R.L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

The mortgage was recorded September 26, 2006 in the Office of the Register of Deeds for Beaufort County in Book 2448 at Page 823 ("Mortgage").

By Assignment of Mortgage dated December 2, 2009, and recorded December 10, 2009,

in Book 2915 at Page 902, in the Office of the Register of Deeds for Beaufort County, Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc. assigned the Note and Mortgage to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, the present lienholder and Plaintiff herein.

Plaintiff has submitted clear and convincing evidence showing that, due to inadvertence, scrivener's error, and/or mutual mistake, the Mortgage did not accurately describe the property the parties intended to encumber. It was only through inadvertence, scrivener's error, and/or mutual mistake that the legal description attached to the Mortgage referenced parcels containing 0.38 acres and 0.10 acres. That property was not owned by Defendant Terry Lennette Grant.

Based upon the appraisal obtained at the origination of the subject loan, Defendant Terry Lennette Grant's admissions (Grant Dep. pp. 92, 119), the testimony of the closing attorney (Wolf Dep. pp. 16-25), and communications made at the time of the granting of the Mortgage between the borrower, closing attorney, and the lender (Wolf Dep. pp. 16-17, Ex. 3), the property designated as Parcel A, containing 0.46 acres, as further described below, as well as any easements necessary for the beneficial enjoyment of Parcel A, containing 0.46 acres, was the property intended to be encumbered by the Mortgage.

On or about April 18, 2013, a new survey was drawn by Donald A. Cook and recorded in the Office of the Register of Deeds for Beaufort County in Plat Book 136 at Page 139 ("2013 Cook Survey") (Grant Dep. Ex 9). The 2013 Cook Survey shows Parcel A, containing 0.46 acres, which is the property the parties intended to encumber by way of the Mortgage.

The 2013 Cook Survey describes the same Parcel A, containing 0.46 acres, as shown on that survey prepared for Terry L. Grant by Donald A. Cook recorded December 31, 2003 in the

Office of the Register of Deeds for Beaufort County in Plat Book 96 at Page 191 (Grant Dep. Ex 6) ("2003 Cook Survey").

As a result of the aforementioned inadvertence, scrivener's error, and mutual mistake, the Mortgage's legal description is incorrect. It was the intent of the parties that the legal description of the Mortgage should have read and should read as follows ("Mortgaged Property"):

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, designated as Parcel A and containing 0.46 acres as shown on a survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 139. This being the same property designated as Parcel A and containing 0.46 acres as shown on that survey entitled "3.99 AC., Wild Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191.

ALSO:

A non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through those certain parcels owned by Terry Lennette Grant described as Parcel B and Access & Drain Field Easement on both that survey entitled "3.99 AC., Wild Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S.C.P.L.S. #19010, dated December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191 and that survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 139, including without limitation a non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through the "asphalt drive" as shown on the survey recorded in Plat Book 136 at Page 139.

SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the

office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

TMS #: R510 007 000 018A 0000

Property Address: 226 Wildhorse Road, Hilton Head Island, SC

A court of equity will reform a written instrument to conform to the real intention of parties where there has been mutual mistake as to terms. *Central Ice Cream & Candy Co. v. Home Ins. Co.*, 171 S.C. 162, 171 S.E. 797 (1933). A "mutual mistake" is one whereby both parties intended a certain thing and by mistake in the drafting did not get what both parties intended. *Commercial Union Assur. Co. v. Castile*, 283 S.C. 1, 320 S.E.2d 488 (Ct. App. 1984). Parol evidence is admissible to prove mutual mistake as grounds for reformation of instrument. *Southern Realty and Construction Co. v. Bryan*, 290 S.C. 302, 350 S.E.2d 194 (Ct. App. 1986). A mutual mistake is one whereby both parties intended a certain thing and by mistake in the drafting did not get what both parties intended. *Sims v. Tyler*, 276 S.C. 640, 281 S.E.2d 229 (1981); see also *Jordan v. Foster*, 264 S.C. 382, 215 S.E.2d 436 (1975) (Supreme Court upheld Master's reformation of option contract due to scrivener's error of attorney drafting the option contract).

There are no genuine issues of material fact. As a result of the aforementioned mistake, inadvertence, and scrivener's error, all admitted by Defendant Terry Lennette Grant and the closing attorney, and as shown by the undisputed documentary evidence provided to me, Plaintiff is entitled to an order and declaratory judgment, pursuant to S.C. Code Ann. §§ 15-53-10, et seq. and Rule 57 of the South Carolina Rules of Civil Procedure, declaring the Mortgage is reformed such that it describes and is a lien on the Mortgaged Property, which lien shall relate back to the date of the execution of the Mortgage.

Easement Claims

Plaintiff has also asserted claims seeking an easement by necessity and an easement implied by pre-existing use. With respect to Plaintiff's Easement claims, the facts viewed in the light most favorable to the non-moving party, are as follows:

At the time Defendant Terry Lennette Grant gave the Mortgage, she owned Parcel A containing 0.46 acres and parcels described as Parcel B and Access & Drain Field Easement on the 2003 Cook Survey and the 2013 Cook Survey. Parcel A containing 0.46 acres does not have access to the nearest public road. Instead, one must travel over and across Parcel B and Access & Drain Field Easement, owned by Defendant Terry Lennette Grant, to access the nearest public road. Defendant Terry Lennette Grant had constructed an asphalt driveway that crosses over Parcel B and Access & Drain Field Easement as shown by surveys in existence at the time she gave the Mortgage. (See Plats and surveys attached as Exhibit E to Plaintiff's Motion- Plat Book 81 at 137 recorded July 18, 2001 and Plat Book 86 at Page 17 recorded April 1, 2002).

In giving the Mortgage, Defendant Terry Lennette Grant severed title to the property she owned. At the time Defendant Terry Lennette Grant severed title to the property, it was actually and reasonably necessary that there be access to Parcel A containing 0.46 acres over and across Parcel B and Access & Drain Field Easement. It is the only way to access Parcel A containing 0.46 acres from a public road (Grant Dep. pp. 108-109, 141, Exs. 1, 6, 9).

The legal requirements to establish an easement by necessity are: (1) unity of title; (2) severance of title; and (3) necessity. *Graham v. Causey*, 284 S.C. 339, 326 S.E.2d 412, 413 (Ct. App. 1985).

By severing title to the property, Defendant Terry Lennette Grant had an obligation to provide to her mortgagee and grantee, a right-of-way over and across Defendant Terry Lennette

Grant's adjacent land, Parcel B and Access & Drain Field Easement, to a public road, Wild Horse Road.

Even though Plaintiff has met all the elements of its easement by necessity claims, I question whether such relief should be granted creating a new easement because there already is in existence a platted easement that benefits Plaintiff. The property the parties intended to encumber and to be described in the Mortgage is identified as Parcel A in the 2003 Cook Survey, but it already creates an access and drain field easement. I find and conclude Plaintiff and any successful bidder at a foreclosure sale are entitled to the benefit of the access and drain field easement shown both on the 2003 Cook Survey and the 2013 Cook Survey. Therefore, Plaintiff and any successful bidder at a foreclosure sale are not entitled to an easement by necessity to establish an easement that already exists for their benefit.

The doctrine of an easement implied by prior use provides that, where an apparently permanent and obvious servitude is imposed on one part of an estate in favor of another part of the same estate or property, which servitude is in use at the time of severance and is necessary for the reasonable enjoyment of the other part, on a severance of the ownership a grant of the right to continue such use arises by implication of law. 25 Am. Jury, 2d *Easements and Licenses* § 22 (2006). The elements that must be proved to establish an easement implied by prior use are as follows: (1) unity of title; (2) severance of title; (3) the prior use was in existence at the time of unity of title; (4) the prior use was not merely temporary or casual; (5) the prior use was apparent or known to the parties; (6) the prior use was necessary in that there could be no other reasonable mode of enjoying the dominant tenement without the prior use; and (7) the common grantor indicated an intent to continue the prior use after severance of title. *Boyd v. Bellsouth*, 369 S.C. 410, 417, 633 S.E.2d 136, 139 (2006).

During the time Defendant Terry Lennette Grant owned both Parcel A containing 0.46 acres and parcels described as Parcel B and Access & Drain Field Easement, and at the time she severed title as referenced above, she used Parcel B and Access & Drain Field Easement to access Parcel A containing 0.46 acres from Wild Horse Road. She has used the asphalt drive as shown on the plats to access her property at the time of severance and today as that is the only way to access the property (See 2013 Cook Survey; Plats and surveys attached as Exhibit E to Plaintiff's Motion; and Grant Dep. pp. 107-109, 141). That prior use was not merely temporary or casual, that prior use was apparent or known, the prior use was necessary in that there could be no other reasonable mode of enjoying Parcel A containing 0.46 acres without such prior use, and Defendant Terry Lennette Grant indicated an intent to continue the prior use after she severed title to the property. *Id.*

While I have already found there exists an access and drain field easement and the Plaintiff and any successful bidder at a foreclosure sale are entitled to the benefit of the access and drain field easement shown on the 2013 Cook Survey and the 2003 Cook Survey, the issue created by this cause of action relates to the concrete and asphalt drive over Parcel B that is in use, provides physical access to the property, and does not traverse entirely over the access and drain field easement.

As mentioned above, Plaintiff, as mortgagee and grantee, already has an easement over and across the area designated as Access & Drain Field Easement, which easement shall run with the land. However, I also find and conclude Plaintiff and any successful bidder at a foreclosure sale are also entitled to an easement for ingress and egress over and across the concrete and asphalt drive shown on the 2013 Cook Survey.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Plaintiff is granted summary judgment on its mortgage reformation claim.
2. The legal description contained in the Mortgage recorded September 26, 2006 in the Office of the Register of Deeds for Beaufort County in Book 2448 at Page 823 is hereby reformed, as of the date of its execution, such that it describes, encumbers, and is a lien on the following described property:

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, designated as Parcel A and containing 0.46 acres as shown on a survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 139. This being the same property designated as Parcel A and containing 0.46 acres as shown on that survey entitled "3.99 AC., Wild Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191.

ALSO:

A non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through those certain parcels owned by Terry Lennette Grant described as Parcel B and Access & Drain Field Easement on both that survey entitled "3.99 AC., Wild Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S.C.P.L.S. #19010, dated December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191 and that survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 139, including without limitation a non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through the "asphalt drive" as shown on the survey recorded in Plat Book 136 at Page 139.

SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the

office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

TMS #: R510 007 000 018A 0000

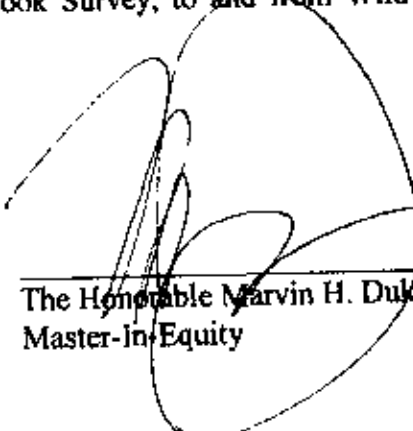
Property Address: 226 Wildhorse Road, Hilton Head Island, SC

3. Plaintiff, as mortgagee and grantee, as well as any purchasers at any foreclosure sale, possess an easement for drainage and ingress, egress, and access, both vehicular and pedestrian, over and across the property designated as Access & Drain Field Easement, to and from Wild Horse Road, as shown on the 2003 Cook Survey and the 2013 Cook Survey, which easement runs with the land.

4. Plaintiff, as mortgagee and grantee, as well as any purchasers at any foreclosure sale, possess an easement for ingress, egress, and access, both vehicular and pedestrian, over and across the asphalt drive as shown on the 2013 Cook Survey, to and from Wild Horse Road, which easement runs with the land.

AND IT IS SO ORDERED.

2/7, 2014
Beaufort, South Carolina


The Honorable Marvin H. Dukes, III
Master-In-Equity

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-07-1690

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5

Terry Lennette Grant; Catherine Alls; and
Lindberg Bing

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Demetri K. Koutrakos, Esquire

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

This order ☐ ends ☒ does not end the case.
Additional Information for the Clerk : _____

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5	Terry Lennette Grant; Catherine Alls; and Lindberg Bing	\$N/A
		\$
		\$

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

2014 FEB -7 PM 4:15
CLERK OF COURT
SOUTH CAROLINA
BEAUFORT COUNTY

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, designated as Parcel A and containing 0.46 acres as shown on a survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 139. This being the same property designated as Parcel A and containing 0.46 acres as shown on that survey entitled "3.99 AC., Wild Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191.

ALSO:

A non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through those certain parcels owned by Terry Lennette Grant described as Parcel B and Access & Drain Field Easement on both that survey entitled "3.99 AC., Wild Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S.C.P.L.S. #19010, dated December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191 and that survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 139, including without limitation a non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through the "asphalt drive" as shown on the survey recorded in Plat Book 136 at Page 139.

SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

TMS #: R510 007 000 018A 0000

Property Address: 226 Wildhorse Road, Hilton Head Island, SC

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

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 2014 and a copy mailed first class or placed in the appropriate attorney's box on this _____ day of _____, 2014 to attorneys of record or to parties (when appearing pro se) as follows:

Demetri K. Koutrakos, Esquire
Joanne A. Tomasini-Muniz, Esquire

Terry Lennette Grant, Defendant pro se
P. O. Box 21936, Hilton Head Island, SC 29925

EXHIBIT #18

**ORDER granting Plaintiff
Foreclosure Judgment for second time dated
May 28, 2014**

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; Catherine Aills; and
Lindberg Bing,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2010-CP-07-1690

(NON-JURY MORTGAGE FORECLOSURE)

RECORD OF HEARING

Pursuant to the Order of Reference filed in the above cause of action, a hearing was held May 28, 2014 before Marvin H. Dukes, III, as Master in Equity for Beaufort County. Counsel of record is as follows:

ATTORNEYS FOR PLAINTIFF: Joanne Tomasini-Muniz of FINKEL LAW FIRM LLC.

ATTORNEYS FOR DEFENDANTS: Terry Lennette Grant, *pro se*

The mortgagor(s) were in default on the terms of the note and mortgage as of January 1, 2008.

The Lis Pendens was filed on April 12, 2010, an Amended Lis Pendens was filed on April 19, 2011, and a Second Amended Lis Pendens was filed June 12, 2013.

The Summons and Complaint were filed on April 12, 2010, an Amended Summons and Complaint were filed on April 19, 2011, and a Second Amended Summons and Complaint were filed June 12, 2013.

Affidavits or Acceptances of Service are filed and show that service of the Summons and Complaint was properly effected upon all defendants herein. Catherine Aills and Lindberg Bing are in default.

There is an Affidavit of Non-Military Service indicating that the individual Defendant(s) are not in the military service of the United States of America.

Plaintiff's attorney offered into evidence on this date the following documents:

1. Notice of hearing and certificate of service
2. Promissory Note
3. Mortgage
4. Assignment
5. Affidavit of Military Status
6. Affidavit of Verified Statement of Account
7. Attorney's Fees/Costs Affidavit

By the Affidavit of Verified Statement of Account, Plaintiff established the total debt amount due as \$1,107,867.25. Plaintiff is seeking a deficiency judgment.

Plaintiff moved for foreclosure of the subject mortgage, with equity of redemption barred, and for a sale of the subject property. The relief was granted, and the hearing was concluded.

Beaufort, SC

Marvin H. Dukes, III
Master in Equity for Beaufort County

supplemented
by C.R.
[Signature]

2011, Order 2011-05-02-01, Defendant has failed, refused, or voluntarily elected not to participate in any foreclosure intervention process.

2. The Lis Pendens was filed on April 12, 2010, and an Amended Lis Pendens was filed on June 12, 2013.

3. The Summons and Complaint were filed on April 12, 2010, and an Amended Summons and Complaint was filed on June 12, 2013.

4. Service was made upon the Defendant(s) named in this Report as is shown by the proof(s) of service filed herein.

5. The Defendant(s) Catherine Alls and Lindberg Bing are in default as shown by Affidavit(s) on file herein.

6. Terry Lennette Grant, *pro se* served an Answer on the Plaintiff, which is on file herein.

7. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter on May 1, 2014.

8. According to the Affidavit filed herein, the Defendant(s) are not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.

9. Plaintiff moved for Partial Summary Judgment on the reformation of Mortgage. As a result the Order Granting Plaintiff's Motion for Partial Summary Judgment was entered on February 7, 2014. We hereby incorporate by reference all the terms of the Order Granting Plaintiff's Motion for Partial Summary Judgment.

10. By virtue of the Order and Partial Judgment entered February 7, 2014, the Mortgage was reformed to encumber the real property identified by TMS# R510 007 000 018A 0000, and the following property address: 226 Wildhorse Road, Hilton Head Island, South Carolina 29926.

11. Subsequently, Plaintiff moved for summary judgment on the foreclosure and in support thereof, filed an Affidavit in Support of Summary Judgment and a separate Affidavit of Verified Statement of Account, both executed by an authorized representative to evidence all relevant facts in this claim. "Once the moving party carries its initial burden, the opposing party must come forward with specific facts that show there is a genuine issue of fact remaining for trial. Sides v. Greenville Hosp. Sys., 362 S.C. 250, 255, 607 S.E.2d 362, 364 (Ct. App. 2004). "[A]ssertions as to liability must be more than mere bald allegations made by the non-moving party in order to create a genuine issue of material fact." Jackson v. Bermuda Sands, Inc., 383 S.C. 11, 17, 677 S.E.2d 612,616 (Ct. App. 2009).

12. Defendant Terry Lennette Grant did not file an opposing affidavit made on personal knowledge, setting forth the facts as would be admissible in evidence, that show there is a genuine issue

of material fact remaining for trial. Accordingly, I find that no genuine issue of material fact exists, and that based on the following facts, summary judgment is in favor of Plaintiff is proper.

13. For value received, Terry Lennette Grant made, executed and delivered a Note dated September 18, 2006, promising thereby to pay to the order of Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., the sum of \$680,000.00, with interest at an adjustable rate pursuant to the terms of the Note.

14. To better secure the payment of the Note described above, the said Terry Lennette Grant made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., a Mortgage in writing, dated September 18, 2006, covering real property in Beaufort County, which is the same as that described in the Complaint and subsequent Amended Pleadings. The Mortgage was filed on September 26, 2006, and is of record in the Office of the Register of Deeds for Beaufort County in Book 2448 at Page 823.

15. This Mortgage constitutes a First mortgage lien on the subject property.

16. By Assignment of Mortgage dated December 2, 2009, and recorded December 10, 2009, in Book 2915 at Page 902, in the Office of the Register of Deeds for Beaufort County, Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc. assigned the subject Note and Mortgage to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, the present lienholder and Plaintiff herein.

17. The following is a description of the mortgaged premises herein ordered to be sold:

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, designated as Parcel A and containing 0.46 acres as shown on a survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 139. This being the same property designated as Parcel A and containing 0.46 acres as shown on that survey entitled "3.99 AC., Wild Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191.

ALSO:

A non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through those certain parcels owned by Terry Lennette Grant described as Parcel B and Access & Drain Field

Easement on both that survey entitled "3.99 AC., Wild Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S.C.P.L.S. #19010, dated December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191 and that survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 139, including without limitation a non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through the "asphalt drive" as shown on the survey recorded in Plat Book 136 at Page 139.

SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

TMS #: R510 007 000 018A 0000

Property Address: 226 Wildhorse Road, Hilton Head Island, SC

18. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP), however the loan is not subject to modification based upon all efforts have been exhausted without resulting in a modification.

19. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

20. The titleholder(s) of record in and to the subject property as of the filing of the Lis Pendens in this action is Terry Lennette Grant.

21. Counsel for Plaintiff filed an affidavit of attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$4,299.27 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of

the action. The plaintiff has advanced \$1,190.00 to its counsel as partial payment of the attorney's fee, and this amount is included in the corporate advances.

22. The amount due and owing on the Note, with interest at the rate provided in the Note, and other costs and expenses of collection, including an attorney's fee, secured by Note and Mortgage, is as follows:

Principal due as of January 1, 2008	\$672,991.46
Interest from December 1, 2007 through May 28, 2014 at 7.75%	\$339,775.14
Late Charges	\$732.71
Escrow adjustments (debits and credits)	\$76,078.31
Additional Costs and Fees (See attached Affidavit of Amount Due)	\$13,899.74
Cost of Collections prior to hearing	\$90.62
Attorney Fees (awarded but unpaid)	\$4,299.27
TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$1,107,867.25

Interest for the period from May 28, 2014 as shown above at the rate of 7.75% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 7.75% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

23. Plaintiff specifically demands a deficiency judgment against the Defendant, Terry Lennette Grant, pursuant to S.C. Code Ann. Section 29-3-660 (1976) for any deficiency in this action remaining after sale of the mortgaged premises. *Plaintiff reserves the right to withdraw its demand for deficiency judgment at any time prior to the foreclosure sale.*

24. The following Defendants claim, or may claim a lien upon or interest in the subject property as follows:

- (a) Lingberg Bing, by virtue of the Quit Claim Deed dated March 17, 2004, and recorded March 18, 2004, in Book 1924 at Page 2538, which was perhaps vague in describing a 1.54 acres parcel, save and except 0.38 acres, conveyed to Terry Lennette Grant.

The Quit Claim Deed recorded in Book 1924 at Page 2538 was a valid transfer of the 1.54 acres parcel, save and except 0.38 acres, to Defendant Terry Lennette Grant and therefore Defendant Lindberg Bing has no interest in and to the Mortgaged Property.

- (b) Catherine Alls by virtue of a judgment against Terry Grant, filed August 5, 2009, Judgment Roll No. 2009-CP-07-1098, in the amount of \$6,600.00.

The interest or lien of the above Defendant, if any, is junior and subordinate to the plaintiffs first mortgage lien.

IT IS THEREFORE ORDERED:

1. Plaintiff's Motion Summary Judgment against Terry Lennette Grant is granted.
2. Based on the allegations in the Complaint and the evidence presented, I hereby order the defendant Lindberg Bing, no longer has any interest in the subject property.
3. Judgment is hereby entered in favor of Plaintiff against the Defendants on all causes of actions/defenses asserted by the Defendant in their Answer.
4. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$1,107,867.25, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.
5. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 7.75%.
6. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.
7. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, or his agent under the direction of the Master in Equity, at public auction, at the Beaufort County Courthouse, Beaufort, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:
 - A. **FOR CASH:** The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.75%.
 - C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

- D. This Mortgage constitutes a first lien on the subject property.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

8. If Plaintiff be the successful bidder at the said sale, for a sum not exceeding the amount of costs, disbursements and expenses and the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs, disbursements and expenses crediting the balance of the bid on Plaintiff's indebtedness.

9. The Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

10. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

11. That the Master in Equity will apply the proceeds of the sale as follows:

FIRST: To payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court.

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

NEXT: Any surplus funds will be held pending further order of the Court.

12. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein, upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of Beaufort County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

13. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all

furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

14. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

15. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

16. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

17. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

18. The Master in Equity shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Terry Lennette Grant to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc. dated September 18, 2006 and recorded in the Office of the Register of Deeds for Beaufort County on September 26, 2006 in Book 2448 at Page 823.

19. The following is a description of the premises herein ordered to be sold:

All that certain piece, parcel or tract of land, together with the improvements thereon, situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, designated as Parcel A and containing 0.46 acres as shown on a survey entitled "An As built Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 139. This being the same property designated as Parcel A and containing 0.46 acres as shown on that survey entitled "3.99 AC., Wild Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated

December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191.

ALSO:

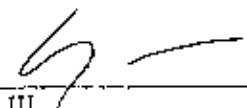
A non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through those certain parcels owned by Terry Lennette Grant described as Parcel B and Access & Drain Field Easement on both that survey entitled "3.99 AC., Wild Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S.C.P.L.S. #19010, dated December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191 and that survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S. C. P. L. S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 136 at Page 139, including without limitation a non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through the "asphalt drive" as shown on the survey recorded in Plat Book 136 at Page 139.

SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

TMS #: R510 007 000 018A 0000

Property Address: 226 Wildhorse Road, Hilton Head Island, SC

This being the same property conveyed to Terry Lennette Grant by deed of Lindberg Bing, dated March 17, 2004 and recorded in the Office of the Register of Deeds for Beaufort County on March 18, 2004 in Deed Book 1924 at Page 2538.


Marvin H. Dukes, III
Master in Equity for Beaufort County

Beaufort, South Carolina

5/28, 2014

EXHIBIT #19

**Order vacating Judgment, canceling Lis Pendens
2010LP070897 and dismissing case 2010CP0701690 dated
January 14, 2016**

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company as Trustee
for NovaStar Mortgage Funding Trust, Series 2006-5
NovaStar Home Equity Loan Asset-Backed
Certificates, Series 2006-5,

Plaintiff,

vs.

Catherine Aills; Terry Lennette Grant; Lindberg Bing,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO. 2010-CP-07-01690

2016 JUNE 11 12:36 PM

ORDER VACATING JUDGMENT,
CANCELLING LIS PENDENS,
AND DISMISSING CASE

Plaintiff initiated a mortgage foreclosure upon the mortgage filed in the Beaufort County records by Lis Pendens, Summons and Complaint filed April 12, 2010. Pursuant to Rule 53 S.C.R.C.P., this case was referred to the Master-in-Equity for Beaufort County, by Order of Reference filed on June 15, 2010. On May 28, 2014, The Order of Judgment of Foreclosure and Sale Notice (hereafter "Judgment of Foreclosure") was entered in Plaintiff's favor.

Since the date of the Judgment of Foreclosure the plaintiff has decided not to pursue the foreclosure. Thus, it is no longer equitable that the Judgment of Foreclosure should have prospective application. Accordingly, pursuant to Rule 60(b)(5) S.C.R.C.P., Plaintiff, without waiving any of its rights under the Note and Mortgage forming the basis for its action, hereby requests that its Summons and Complaint be dismissed of record, and further requests that the Judgment of Foreclosure entered on May 28, 2014 be vacated.

THEREFORE, as it is no longer equitable that the judgment should have prospective application and pursuant to SCRCP 60(b)(5),

IT IS ORDERED:

1. The Judgment of Foreclosure and Sale pertaining to the cause of action for foreclosure of the Mortgage and any Supplemental Judgment Order(s) is/are hereby vacated;
2. The Lis Pendens is marked canceled of record;
3. That any provision in any Judgment or Order in this case that extinguished, removed, or released a lien or interest due to it being junior and/or subordinate to the Plaintiff's mortgage lien is hereby vacated such that any such lien or interest is undisturbed by these proceedings.

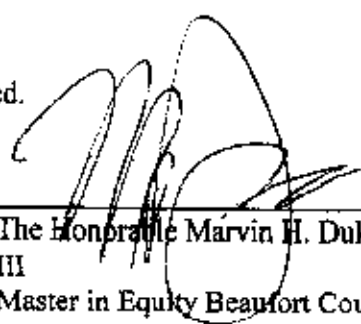
B&S file no.: 15-22471 FC01



4. The Plaintiff may withdraw any original exhibits submitted in furtherance of this case;
5. "Plaintiff is unable to obtain consent from Defendant "Terry Lennette Grant." Consent was submitted to Defendants via U.S. Mail November 30, 2015 and December 10, 2015. To date Plaintiff has not received a response; And
6. The case is dismissed without prejudice and closed.

Date: _____

11/30/15


The Honorable Marvin H. Dukes,
III
Master in Equity Beaufort County

I SO MOVE:



Kristen E. Washburn SC Bar 101415

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: 803-454-3540
Attorney for Plaintiff

Columbia, South Carolina

11/30/2015

EXHIBIT #20

**Summons and Complaint C/A No. 2016CO0701466 filed
third foreclosure action filed against Defendant
by Plaintiff on June 29, 2016**

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

Deutsche Bank National Trust Company as Trustee
for NovaStar Mortgage Funding Trust, Series 2006-
5 NovaStar Home Equity Loan Asset-Backed
Certificates, Series 2006-5,

Plaintiff,

vs.

Terry Lennette Grant; Catherine Aills,

Defendant(s).

IN THE COURT OF COMMON PLEAS
2016 JUN 29 AM 9:48
C/A NO.: 2016 CR 0701466

CLERK OF COURT
BEAUFORT COUNTY, S.C.

COMPLAINT

(Non-Jury)

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**

(Deficiency Judgment Demanded as to Defendant(s)
Terry Lennette Grant)

The Plaintiff above-named, complaining of the Defendant(s) herein, alleges that:

1. Plaintiff, Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-5, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s), Terry Lennette Grant and Catherine Aills, may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction over said Defendants.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Beaufort, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, Terry Lennette Grant (hereinafter, "Borrower(s)") made, executed, and delivered to NovaStar Mortgage, Inc. (hereinafter, "Lender") a certain Adjustable Rate Note dated September 18, 2006, in writing (hereinafter, "Note"), wherein and whereby Terry Lennette Grant promised to pay to NovaStar Mortgage, Inc., the principal sum of \$680,000.00, together with interest at the rate of 7.75% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

5. In order to secure the payment of said Note, the said Terry Lennette Grant (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., its successors and assigns, a certain mortgage dated September 18, 2006 (hereinafter, "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Property"):

(1) ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R510-007-000-017B 0000, being 0.38 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

ALSO

(2) ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R510 007 000 018A 0000, being 0.10 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

This being the same property conveyed to Terry Lennette Grant by Deed of Lindberg Bing dated March 17, 2014 and recorded March 18, 2014 in Book 1924 at Page 2538 in the records for Beaufort County, South Carolina.

Also

This being the same property conveyed to Christopher Robinson by Deed of Terry Lennette Grant dated May 28, 2014 and recorded May 28, 2014 in Book 3323 at Page 1640, re-recorded on May 30, 2014 in Book 3323 at Page 3327 in the records for Beaufort County, South Carolina.

Also

This being the same property conveyed to Terry Lennette Grant by Deed of Christopher Robinson dated December 30, 2014 and recorded December 30, 2014 in Book 3370 at Page 977 in the records for Beaufort County, South Carolina.

Parcel Number: R510 007 000 018A 0000

Property Address: 226 Wildhorse Road, Hilton Head Island, SC 29926

6. Said Mortgage was recorded on September 26, 2006 in Book 2448 at Page 823, in the Beaufort County Registry.
7. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 by assignment recorded on December 10, 2009 in Book 2915 at Page 902.
8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid first lien on the Property.
9. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.
10. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.
11. The Plaintiff herein is entitled to enforce said Note and has the right to foreclose by virtue of the Plaintiff's status as holder of the instrument, a nonholder in possession of the instrument who has the rights of a holder, or person not in possession of the instrument who is entitled to enforce the instrument pursuant to S.C. Code Ann. §§ 36-3-309 or 36-3-418(d) (2008).
12. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when

due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

13. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys' fees if the said Note be placed in the hands of an attorney for collection after default.

14. The Plaintiff demands a personal or deficiency judgment, and the Plaintiff has the right to seek a deficiency judgment against the maker(s) of its Note, Terry Lennette Grant. That in the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against said Defendant(s) in the amount of such deficiency.

15. The installments of principal and interest falling due from and after January 1, 2008 have not been paid although demand for the payment thereof has been made. The Plaintiff, as holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$672,991.46, together with interest at the rate of 7.75% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

16. Upon information and belief, said information having been obtained from the records of Beaufort County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

A. The Defendant, Catherine Alls, has or may claim to have some interest in the Property by virtue of a judgment lien against Terry Grant, in the original principal amount of \$6,600.00, which lien was filed in the Beaufort County Records on 08/05/2009 in Civil Action No.: 2009-CP-07-01098. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

WHEREFORE, Plaintiff prays judgment that:

- A. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.
- C. Plaintiff's Mortgage be declared a valid first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
- D. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:
 - First, to the costs and expenses of the within action and said sale;
 - Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and
 - Third, the surplus, if any, be distributed according to law.
 - Fourth, that the Plaintiff be awarded a deficiency judgment against the Defendant(s), Terry Lennette Grant, in the event that the proceeds of the sale of the Property are insufficient to pay in full the indebtedness, including costs of collection.
- E. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Beaufort County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.



Wesley D. Dail, SC Bar # 100355

Attorney for Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541

Date: 10/28/2016



COLUMBIA OFFICE

WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 803-454-3540
FAX 803-454-3541

THOMAS E. BROCK *
GREGORY A. SCOTT *
JAMES P. BONNER *
MARK A. PEARSON **
BRIAN L. CAMPBELL **

SEAN M. CORCORAN *

ATLANTA, GA
CHARLOTTE, NC
RALEIGH, NC
WILMINGTON, NC
WINSTON-SALEM, NC
COLUMBIA, SC
FRANKLIN, TN

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

June 28, 2016

Terry Lennette Grant
226 Wild Horse Road
Hilton Head Island, SC 29926

Dear Terry Lennette Grant:

This notice pertains to your dealings with this law firm as a debt collector.

On June 23, 2016, this office mailed you a notice of your rights, namely to dispute the validity of the debt, to dispute in writing all or a portion of the debt, or to write to us asking for the name and address of the original creditor if different from the current creditor, are not affected by the lawsuit we have filed against you.

The notice described above does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Summons and Complaint that are being served upon you together with this letter. The Summons is a command from the court, not from this law firm, and you must follow its instructions even if you dispute the validity or amount of the debt or request the name and address of the original creditor. The notice described above also does not affect this law firm's relations with the court. As a law firm, we may file papers in the suit according to the court's rules and the judge's instructions.

Sincerely,

Brock & Scott, PLLC

***** THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE BEEN DISCHARGED IN A CHAPTER SEVEN BANKRUPTCY, WE ARE NOT SEEKING PERSONAL LIABILITY AGAINST YOU, BUT ARE PURSUING THE RIGHTS AGAINST THE PROPERTY AS PROVIDED IN THE SECURITY AGREEMENTS*****



COLUMBIA OFFICE

WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 803-454-3540
FAX 803-454-3541

THOMAS E. BROCK *
GREGORY A. SCOTT *
JAMES P. BONNER *
MARK A. PEARSON **
BRIAN L. CAMPBELL **

SEAN M. CORCORAN *

ATLANTA, GA
CHARLOTTE, NC
RALEIGH, NC
WILMINGTON, NC
WINSTON-SALEM, NC
COLUMBIA, SC
FRANKLIN, TN

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

June 28, 2016

Terry Lennette Grant
PO Box 21936
Hilton Head Island, SC 29925

Dear Terry Lennette Grant:

This notice pertains to your dealings with this law firm as a debt collector.

On June 23, 2016, this office mailed you a notice of your rights, namely to dispute the validity of the debt, to dispute in writing all or a portion of the debt, or to write to us asking for the name and address of the original creditor if different from the current creditor, are not affected by the lawsuit we have filed against you.

The notice described above does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Summons and Complaint that are being served upon you together with this letter. The Summons is a command from the court, not from this law firm, and you must follow its instructions even if you dispute the validity or amount of the debt or request the name and address of the original creditor. The notice described above also does not affect this law firm's relations with the court. As a law firm, we may file papers in the suit according to the court's rules and the judge's instructions.

Sincerely,

Brock & Scott, PLLC

*** THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE BEEN DISCHARGED IN A CHAPTER SEVEN BANKRUPTCY, WE ARE NOT SEEKING PERSONAL LIABILITY AGAINST YOU, BUT ARE PURSUING THE RIGHTS AGAINST THE PROPERTY AS PROVIDED IN THE SECURITY AGREEMENTS***

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

2016 JUN 29 AM 9:48 C/A NO.: 2016CPO701466

Deutsche Bank National Trust Company as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5 NovaStar Home Equity Loan Asset-
Backed Certificates, Series 2006-5,

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

SUMMONS AND NOTICES

(Non-Jury)

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**

TO THE DEFENDANT(S) ABOVE NAMED:

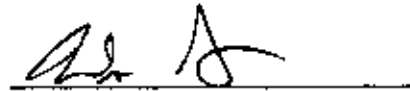
YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian *ad litem* within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by Attorney for Plaintiff.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure*.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto.



Wesley D. Dail, SC Bar # 100355

Attorney for Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541
Date: 06/28/2016

Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-5.

Plaintiff(s)

vs.

Terry Leanne Grant, et al.,

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016

2016 JUN 29 AM 9:48P-07-01466

WESLEY D. DAIL
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Submitted By:

Address: Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff
Telephone #: 844-856-6646
Fax #: 336-455-7305
Email: ConsumerContact@brockandscott.com

Wesley D. Dail, SC Bar # 100355

NOTE: The coversheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☐ Construction (100) ☐ Debt Collection (110) ☐ General (130) ☐ Breach of Contract (140) ☐ Fraud/Bad Faith (150) ☐ Failure to Deliver/ Warranty (160) ☐ Employment Discrim (170) ☐ Employment (180) ☐ Other (199)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20____-NI-_____ ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Assault/Battery (370) ☐ Slander/Libel (380) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☒ Foreclosure (420) ☐ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Judicial Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Administrative Law/Relief ☐ Reinstate Drv. License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Confession of Judgment (770) ☐ Petition for Workers Compensation Settlement Approval (780) ☐ Other (799)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Comm. (990) ☐ Employment Security Comm (991) ☐ Other (999)
Special/Complex /Other ☐ Environmental (600) ☐ Automobile Arb. (610) ☐ Medical (620) ☐ Other (699) ☐ Sexual Predator (510) ☐ Permanent Restraining Order (680)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Pre-Suit Discovery (670)		

Submitting Party Signature:



Date: 06/29/2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

Pursuant to the ADR Rules, you are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs.
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

EXHIBIT #21

**Corrective Assignment of Mortgage dated
November 9, 2018**

Recording Requested By:
OCWEN LOAN SERVICING, LLC

When Recorded Return To:

OCWEN LOAN SERVICING, LLC
1785 INTERNATIONAL WAY
IDAHO FALLS, ID 83402

CORRECTIVE ASSIGNMENT OF MORTGAGE

Beaufort, South Carolina
SELLER'S SERVICING #: 0071971014 "GRANT"
SELLER'S LENDER ID#: DCR7047.8
OLD SERVICING #: 2000397847

MIN #: 100080190058808478 SIS #: 1-888-879-6377

Date of Assignment: November 9th, 2018
Assignor: Mortgage Electronic Registration Systems, Inc. as nominee for NOVASTAR MORTGAGE, INC., its successors and assigns at PO BOX 2028, FLINT, MI 48501
Assignee: DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2006-5 NOVASTAR HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-5 at C/O OCWEN LOAN SERVICING, LLC., 1881 WORTHINGTON ROAD, STE 100, WEST PALM BEACH, FL 33409

Executed By: TERRY LENNETTE GRANT To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR NOVASTAR MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS
Date of Mortgage: 09/18/2006 Recorded: 09/26/2006 In Book/Reel/Liber: 02448 Page/Folio: 0823 as Instrument No.: 2006077365 In the County of Beaufort, State of South Carolina.

Property Address: 228 WILDHORSE ROAD, HILTON HEAD ISLAND, SC 29926

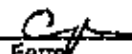
Legal: See above referenced recorded mortgage for full legal description

THE PURPOSE OF THIS CORRECTIVE ASSIGNMENT OF MORTGAGE IS TO CORRECT THE ASSIGNOR AND ASSIGNEE ON THE ASSIGNMENT RECORDED ON 12/10/2009 AS INSTRUMENT NUMBER 2009070489 IN BOOK 02915 AT PAGE 0902

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$680,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

Mortgage Electronic Registration Systems, Inc. as nominee for NOVASTAR MORTGAGE, INC., its successors and assigns
On 11/09/2018

By: 
Christian J. Ferre
Assistant Secretary

WITNESS


Darthame Ninos

WITNESS


Laura Chusano

CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

STATE OF FLORIDA
COUNTY OF PALM BEACH

On 11/09/2018, before me, Jacoby Denard Waters, a Notary Public in and for Palm Beach in the State of Florida, personally appeared Christian J. Ferrer, Assistant Secretary, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,


Jacoby Denard Waters
Notary Expires: 06/08/2020



(This area for notarial seal)

EXHIBIT #22

William Sloan, Esquire's Disposition

January 13, 2023



Garber

Reporting Service & Videoconferencing

1226 Pickens Street
Columbia, South Carolina 29201
info@garberreporting.com
Telephone: (803) 256-4500 | Fax (803) 256-1999

WILLIAM HENRY SLOAN, JR.

January 13, 2023

Deutsche Bank National Trust Company, etc.

VS

Terry Lynnette Grant

2016-CP-07-01466

REPORTER: Marcie L. Smith

1 STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
2 COUNTY OF BEAUFORT) CASE NO.: 2016-CP-07-01466
3 Deutsche Bank National Trust)
Company as Trustee for)
4 NovaStar Mortgage Funding)
Trust, Series 2006-5)
5 Novastar Home Equity Loan)
Asset-Backed Certificates,)
6 Series 2006-5,)
7 Plaintiff,)
8 v.)
9 Terry Lynnette Grant,)
10 Defendant.)
11

12 VIDEO CONFERENCE DEPOSITION OF
13 WILLIAM HENRY SLOAN, JR.
14

15 *****

16 Friday, January 13, 2023

17 10:17 a.m. - 1:17 p.m.

18 The deposition of William Henry Sloan, Jr., was
19 taken before Marcie L. Smith, a notary public in and for the
20 State of South Carolina, commencing on Friday, January 13,
21 2023, in Summerville, South Carolina, pursuant to Notice of
22 Deposition and/or agreement of counsel.
23
24
25

1 Object to the form of the question.

2 BY THE WITNESS:

3 A. Well, that -- that's -- I'm not sure how to
4 answer that. But there's -- there are statutes
5 and case law regarding -- there's statutes and
6 case law regarding foreclosures and there's
7 defenses to foreclosures. And you definitely
8 have -- you definitely have defenses to the
9 foreclosure. You probably don't want me to share
10 -- go ahead.

11 EXAMINATION RESUMED BY DR. GRANT:

12 **Q. So looking at the HUD statement. Is it normal**
13 **practice to have unsigned documents at a closing?**

14 BY MR. BURGESS:

15 Object to the form.

16 BY THE WITNESS:

17 A. That's a good question, Dr. Grant. I did notice
18 -- Mr. Burgess did not ask me about it. This HUD
19 is unsigned by you and the copy of the HUD that I
20 have is unsigned by you. And it's unsigned by
21 the closing attorney. I don't know if there is a
22 signed version of it or not.

23 EXAMINATION RESUMED BY DR. GRANT:

24 **Q. So with that being said, can anyone file a**
25 **foreclosure action without being in possession of**

1 A. You referenced the order. I'm not sure if it was
2 an exhibit. The order vacating the foreclosure
3 judgment. I would use that to answer your
4 question. But other than that -- other than that
5 order, no. But I'm not completely versed in the
6 2010 case, since I was not Dr. Grant's attorney
7 in the 2010 case.

8 Q. Okay, and just a couple of things that you
9 mentioned in answering Dr. Grant's questions.
10 The signing of the HUD document or the signing of
11 the note and mortgage. Do you recall if any of
12 those defenses appear in any of your answers or
13 amended answers?

14 A. Well, in -- of course the note wasn't witnessed.
15 But no, I didn't. I did not assert that as a
16 defense, no. Does your client have the original
17 note? I have no idea. Did Dr. Grant sign a note
18 and mortgage at the time of the closing? I'm
19 sure she did. Well, the mortgage was witnessed
20 by the closing attorney and by the paralegal. So
21 no. The -- no.

22 Q. So you acknowledge that if the plaintiff provides
23 the original note to the court -- and actually
24 let's talk about that for a second. You bring up
25 an interesting point. Let's go back to the copy

EXHIBIT #23a & b

**Alleged Endorsed Note two version
one submitted to court on**

**June 22, 2017 depicting no Judgment stamp dated 5/28/2014
2nd on submitted at sworn deposition of January 13, 2023
depicting date stamp 5/28/2014 and 8/3/2021**



MIN: 100086150058808478

Loan Number: 06-A19021

ADJUSTABLE RATE NOTE

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)-Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

SEPTEMBER 18, 2006
(Date)

RICHFIELD
(City)

OHIO
(State)

226 WILDHORSE ROAD, HILTON HEAD ISLAND, SOUTH CAROLINA 29926
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$680,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.75% . The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on NOVEMBER 1, 2006 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2036 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 808911, KANSAS CITY, MISSOURI 64184--8911

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 4,871.60 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

Sloan Depo Ex 2 - Pg1

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of OCTOBER, 2008, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND 950/1000 percentage points (4.950 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.750 % or less than 7.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.750 %. My interest rate will never be less than 7.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY ** See attached Prepayment Note Addendum.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

JUDGMENT
Entered on this Note
Case No. 18-11070
Date 6/28/14
Hon. Marvin H. Dukes, III
Master-in-Equity
Beaufort County, South Carolina

Ferry Lennette Grant (Seal)
FERRY LENNETTE GRANT - Borrower

____ (Seal)
- Borrower

JUDGMENT
Entered on this Note
Case No. 16-1464
Date 8/21/21
Hon. Marvin H. Dukes, III
Master-in-Equity
Beaufort County, South Carolina

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

Pay to the order of:
Deutsche Bank National Trust
Company, its Trustee.

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation

David A. Pazzery, Sr. Vice President

Larry E. Garuga
Larry E. Garuga, Vice President

Deutsche Bank National Trust Company,
as Trustee for the Mortgagee, of Equity
Loan Asset-Backed Securities, Inc.

[Sign Original Only]

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

JUDGMENT
Entered on this Note
Case No. 10
Date: 8/20/14
Hon. Marilyn H. Duke, III
Master-In-Equity
Beaufort County, South Carolina

 (Seal)
TERRY LENETTE GRANT - Borrower

____ (Seal)
____ - Borrower

____ (Seal)
____ - Borrower

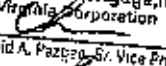
JUDGMENT
Entered on this Note
Case No. 16-1466
Date: 8/13/21
Hon. Marvin H. Duke, III
Master-In-Equity
Beaufort County, South Carolina

____ (Seal)
____ - Borrower

____ (Seal)
____ - Borrower

Sloan Depo kx 2 - Pg5

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation

David A. Pappas, Sr. Vice President

Larry E. Gafaga, Vice President

Deutsche Bank National Trust Company,
as Trustee for the NovaStar Home Equity
Loan Asset-Backed Certificate Series 5

(Sign Original Only)

PREPAYMENT ADDENDUM TO NOTE

Loan Number: 06-A19021

Date: SEPTEMBER 18, 2006

Borrower(s): TERRY LENNETTE GRANT

THIS PREPAYMENT ADDENDUM TO NOTE (the "Addendum") is made this 18th day of SEPTEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement that certain promissory note (the "Note") made by the undersigned ("Borrower") in favor of NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION

("Lender") and dated the same date as this Addendum. Repayment of the Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") given by Borrower in favor of Lender and dated the same date as this Addendum. To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note, the provisions of this Addendum shall supersede the inconsistent provisions of the Note.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

Section 5 of the Note is amended to read in its entirety as follows:

5. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note provides for changes in the interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within TWENTY-FOUR (24) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to TWO percent (2.000 %) of the amount prepaid.

Stacy Depo Ex 2 - Page

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.


Borrower TERRY LENNETTE GRANT Date _____ Borrower _____ Date _____

Borrower _____ Date _____ Borrower _____ Date _____

Borrower _____ Date _____ Borrower _____ Date _____

Slon Depo Ex 2 - Pg7

Loan# 71971014

ALLONGE TO NOTE

This endorsement is a permanent part of the Note in the amount of \$680,000.00

NOTE DATE: September 18, 2006

BORROWER NAME: TERRY LENNETTE GRANT

PROPERTY: 226 Wildhorse Road, Hilton Head Island, SC 29926

PAY TO THE ORDER OF:

WITHOUT RECOURSE

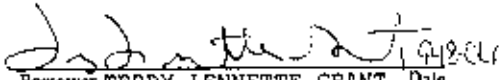
DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR NOVASTAR MORTGAGE
FUNDING TRUST, SERIES 2006-5 NOVASTAR HOME EQUITY LOAN ASSET-BACKED
CERTIFICATES, SERIES 2006-5, BY ITS ATTORNEY IN FACT, OCWEN LOAN SERVICING, LLC



Signer: Ernie A. Stephens

Title: Authorized Signer

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.


Borrower TERRY LENNETTE GRANT Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

South Dppo Ex 3 - 197

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
TERRY LENETTE GRANT - Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

____ (Seal)
- Borrower

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation

David A. Pagan, Sr., Vice President


David A. Pagan, Sr., Vice President

Deutsche Bank National Trust Company,
as Trustee for the NovaStar Home Equity
Loan Asset-Backed Certificates, Series 2006-5

(Sign Original Only)

EXHIBIT #24

**Greenpoint Mortgage December 8, 2003 for \$398,000
On 3.95 acres and not on .46 acres**

After recording please return to:

GreenPoint Mortgage Funding, Inc.
[Company Name]

[Name of Natural Person]

33 San Pablo Avenue
[Street Address]

San Rafael, CA 94903
[City, State Zip Code]

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100013800829240361

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated December 08, 2003, together with all Riders to this document.

(B) "Borrower" is Terry Lennette Grant

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is GreenPoint Mortgage Funding, Inc.

Lender is a Corporation organized and existing under the laws of the State of New York. Lender's address is 100 Wood Hollow Drive, Novato, CA 94945

(E) "Note" means the promissory note signed by Borrower and dated December 08, 2003. The Note states that Borrower owes Lender Three Hundred Ninety Eight Thousand and 00/100ths Dollars (U.S. \$398,000.00)



plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 01, 2034.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower *[check box as applicable]*:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Revocable Trust Rider	
☐ Other(s) <i>[specify]</i>		

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appellable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security



Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

County

of Beaufort

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF.

which currently has the address of 226 Wild Horse Road

[Street]

Hilton Head Island

[City]

, South Carolina 29926

[Zip Code]

("Property Address"):

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:



G P M W D O O S 2 8 2 4 0 9 6 1 1 7

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow



G P M W B 1 0 8 2 0 2 4 0 3 8 1 1 7

Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards



including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously



Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by



this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.



Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.



If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances:



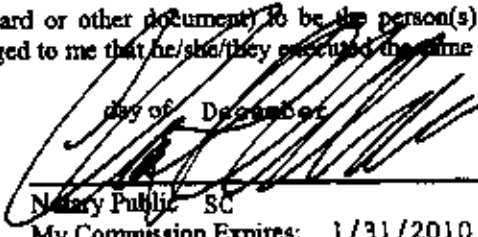


Before me the undersigned authority, on this day personally appeared Terry Lennette Grant

known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this 8th day of December, 2003.

(Seal)


Notary Public SC

My Commission Expires: 1/31/2010



G P M W D O O A 2 9 2 4 0 3 8 1 1 7

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.95 acres, more or less, according to a plat of Carl E. Ekholm, R.L.S, dated November 29, 1969, and bearing number 2047, and having the following metes and bounds: Commencing at concrete marker on the eastern right-of-way of Wild Horse Road, 0.7 mile to the Jct. Of Wild Horse Road with South Carolina Highway 294 and running thence North 0227'20" East for a distance of Two Hundred Eighty Five and five Hundredths (285.05') feet to a concrete marker on the right-of-way border of said Wild Horse Road and running thence South 4704'20" East for a distance of Eight Hundred Seventy Nine and eighteen Hundredths (897.18') feet to a concrete marker on the property line of James Fuller; thence South 4713' West for a distance of Two Hundred Twenty Nine and ten North 4553' West for a distance of Six Hundred Seventy Nine and twenty Hundredths (679.20') feet to a concrete marker to the point of beginning; and being bounded on the Northeast by the lands now or formerly of James Fuller and Clarence Orage on the Southeast by the lands now or Formerly of James Fuller; on the Southwest by the lands now or formerly of David Orage and on the Northwest by State Highway 294 known as Wild Horse Road

This being the same property conveyed to the within Mortgagor(s) by deed dated August 9th, 2001 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1463 at Page 54.

The within Mortgage was prepared in the law office of PETER WOLF & ASSOCIATES, P.C., Post Office Box 5039, Hilton Head Island, South Carolina 29938, by Peter L. Wolf, Esq..

EXHIBIT #25

Release of Green Point Mortgage.pdf April 21, 2004

In the amount of \$398,000

Illegally added .46 acres not apart of original mortgage

Save and Except paragraph was added

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

PARTIAL RELEASE OF MORTGAGE

FOR VALUE RECEIVED, the undersigned does hereby release and forever discharge the following described real property from the lien of that certain Mortgage in favor of the undersigned executed by Terry Lennette Grant dated December 8, 2003 in the principal amount of \$398,000.00 and recorded in Mortgage Book 1885 at Page 1116 in the Office of the Register of Deeds for Beaufort County, South Carolina:

Portion of 3.95 acres, Wild Horse Road area
Hilton Head Island, South Carolina
As more particularly described in EXHIBIT "A" hereof

Except as hereinabove provided, the aforesaid Mortgage, and the Promissory Note the payment of which is secured by said Mortgage, shall remain in full force and effect and shall remain binding upon the parties thereto in accordance with the original terms thereof.

IN WITNESS WHEREOF, the undersigned has caused these Presents to be duly executed on this date APRIL 21, 2004.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

(2) Linda Sayama
Witness #1 LINDA SAYAMA

(3) Theresa Sanks
Witness #2 (may be Notary)
THERESSA SANKS

GreenPoint Mortgage Funding, Inc.

(1) BY: Linda Story-Daw
Authorized officer
LINDA STORY-DAW, VICE PRESIDENT

BEAUFORT COUNTY SC - ROD
BK 01942 PGS 2544-2548
FILE NUM 2004025836
04/23/2004 09:11:28 AM
REC'D BY V GARVIN RCPTS 238264
RECORDING FEES 8.00

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.95 acres, more or less, according to a plat of Carl E. Ekholm, RLS, dated November 29, 1969, and bearing number 2047, and having the following metes and bounds: Commencing at concrete marker on the eastern right-of-way of Wild Horse Road, 0.7 mile to the Jct. Of Wild Horse Road with South Carolina Highway 294 and running thence North 02 27' 20" East for a distance of Two Hundred Eighty Five and five Hundredths (285.05') feet to a concrete marker on the right-of-way border of said Wild Horse Road and running thence South 47 04' 20" East for a distance of Eight Hundred Seventy Nine and eighteen Hundredths (879.18') feet to a concrete marker on the property line of James Fuller; thence South 47 13' West for a distance of Two Hundred Twenty Nine and ten hundreths (229.10') feet to a concrete marker on the border line of James Fuller; thence North 45 53' West for a distance of Six Hundred Seventy Nine and twenty Hundredths (679.20') feet to a concrete marker, to the point of beginning; and being bounded on the Northeast by the lands now or formerly of James Fuller and Clarence Orige; on the Southeast by the lands now or Formerly of James Fuller; on the Southwest by the lands now or formerly of David Orage and on the Northwest by State Highway 294 known as Wild Horse Road

SAVE AND EXCEPT all that certain piece, parcel or lot of land, including improvements thereon, situate, lying and being on Hilton Head Island, County of Beaufort, State of South Carolina, containing .46 acres, more or less, and more particularly described and identified as PARCEL A on that certain plat of Donald R. Cook, Jr., S. C. R. L. S. # 19010, dated September 30, 2003, last revised December 22, 2003, , entitled "A Subdivision Survey of 3.99 Ac., Wild Horse Road", and recorded in the office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 96 at Page 191. For a more detailed description of said property, reference is craved to said recorded Plat.

This being a portion of the property conveyed to Terry Lennette Grant by deed dated August 9, 2001, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1463 at Page 54.

This Partial Release was prepared by the law office of Peter Wolf and Associates, PC, 94 Main Street, Suite C-1023, Hilton Head Island, SC, 29926.

STATE OF GEORGIA)

COUNTY OF MUSCOGEE)

ACKNOWLEDGMENT
under SC Code: 30-5-30(C)

I, (4) DONNA D. SIMS, a Notary Public, do hereby certify that GreenPoint Mortgage Funding, Inc., by its authorized officer, personally appeared before me this 21 day of APRIL, 2004 and, being known to me personally or having provided adequate evidence of identity, acknowledged the due execution of the foregoing instrument.

(5)

Donna D. Sims

Notary Public for:
DONNA D. SIMS

My Commission expires:
3/25/2007

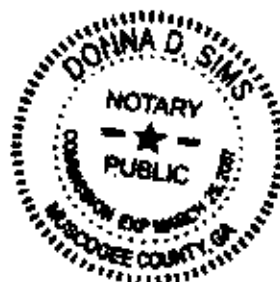


EXHIBIT #26

**Satisfaction of Lost Mortgage and Affidavit of Lost Note
From GreenPoint**

different loan number # 0082924036

from allonge loan number # 71971014

NovaStar Mortgage loan number #06-A19021

2
5740
GreenPoint
8349

BEAUFORT COUNTY SC - ROD
BK 02456 PGS 1988-1987
FILE NUM 2000081835
10/10/2006 02:19:50 PM
REC'D BY B BING RCPT# 448663
RECORDING FEES 5.00

When Recorded Return To:
GreenPoint Mortgage Funding, Inc.
2300 Brookstone Centre Parkway
Columbus, GA 31904
Prepared By: IRIS QUINONES

Satisfaction of Lost Mortgage

Sloan Deposition
Exhibit 17

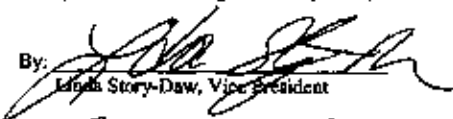
Loan Number 0082924036
MERS MIN# 10001380082240361

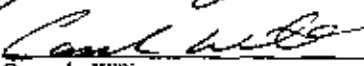
State of South Carolina County of Beaufort,
Terry Lemette Grant Mortgagee to Mortgage Electronic Registration Systems, Inc. as Nominee of Green
Point Mortgage Funding, Inc., Mortgages Dated December 08, 2003 in the amount of \$398,000.00
recorded in book 01985, page 1116-1130.

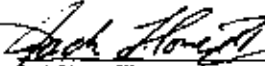
Present Owner/Holder: Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point
Mortgage Funding, Inc.

The undersigned, being the owner and holder of the above described mortgage, acknowledges that the debt
which was secured thereby has been paid in full and the lien of the mortgage is satisfied and cancelled
October 2, 2006.

Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc.

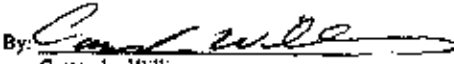
By: 
Linda Story-Daw, Vice President


Cassandra Williams


Jack Horne III

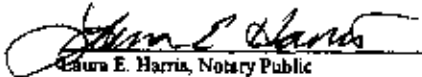
PROBATE

Personally appeared before me the undersigned witness, who, being duly sworn, says that he/she saw the
within named Owner/Holder sign, seal and deliver the within Lost Mortgage Satisfaction; and that he/she
with the other witness whose signature appears above, witnessed the execution there.

By: 
Cassandra Williams

State of Georgia County of Muscogee

Subscribed and sworn to (or affirmed) before me on October 2, 2006 by Linda Story-Daw, Vice President,
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.


Laura E. Harris, Notary Public
My Commission Expires: May 17, 2009

Affidavit of Lost Mortgage

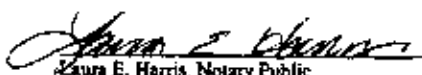
Personally appeared before me the undersigned witness, who, being duly sworn, says the above designated
Owner/Holder is the bonafied owner and holder of the described mortgage; that the original mortgage has
been lost and cannot be found; that the mortgage has not been assigned, hypothecated or disposed of
otherwise.

Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc. 1999

By: 
Linda Story-Daw, Vice President

State of Georgia County of Muscogee

Subscribed and sworn to (or affirmed) before me on October 2, 2006 by Linda Story-Daw, Vice President,
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.


Laura E. Harris, Notary Public
My Commission Expires: May 17, 2009

When Recorded Return To:
GreenPoint Mortgage Funding, Inc.
2300 Brookstone Centre Pkwy.
Columbus, GA 31904
Prepared By: IRIS QUINONES

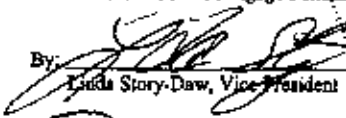
Affidavit of Lost Note

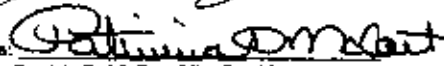
Loan Number 0082924036
MERS MIN# 10001380082240361

State of South Carolina
County of Beaufort

Personally appeared Linda Story-Daw, who being duly sworn says that Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc. is the bona fide owner of the above mortgage, and that the same has not been assigned, hypothecated or otherwise disposed of, and that the same has been lost or destroyed, and after diligent search cannot be found.

Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc. 1999

By: 
Linda Story-Daw, Vice President

Witness: 
Patricia D. McCart, Vice President

Witness: 
JUNE FREEMAN

Sworn before me today October 2, 2006


Linda E. Harris, Notary Public for Georgia
My Commission Expires: May 17, 2009



SLC001 1006 2X 17 - PG 2

EXHIBIT #27a & b

**SCBT Mortgage August 2005
and Satisfaction of Mortgage**

5-11/2006
HJH
HJH



BEAUFORT COUNTY SC - ROD
BK 02220 PGS 1497-1801
FILE NUM 2008072867
08/31/2006 11:22:55 AM
REC'D BY W HAZEL-BOLES RCPT# 357776
RECORDING FEES 11.00

This document was prepared by SOUTH CAROLINA BANK AND TRUST, N.A. 950 JOHN C. CALHOUN DRIVE ORANGEBURG, SC 29115

State of South Carolina Space Above This Line For Recording Data

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 08/24/2006 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: TERRY LYNETTE GRANT, INDIVIDUALLY
228 WILD HORSE ROAD
MILTON HEAD ISLAND, SC 29928

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: SOUTH CAROLINA BANK AND TRUST, N.A.
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
950 JOHN C. CALHOUN DRIVE
ORANGEBURG, SC 29115

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The property is located in BEAUFORT at 228 WILD HORSE ROAD
(County)
MILTON HEAD ISLAND South Carolina 29928
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 200,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagor shall not be required to defer, accrue or capitalize any interest except as provided in the Note.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)
A PROMISSORY NOTE SIGNED BY THE BORROWER AND DATED AUGUST 24, 2006. THE NOTE STATES THAT BORROWER OWES LENDER ONE HUNDRED THOUSAND AND NO/100 DOLLARS (U.S. \$ 100,000.00) PLUS INTEREST. BORROWER HAS PROMISED TO PAY THIS DEBT IN REGULAR PERIODIC PAYMENTS AND TO PAY THE DEBT IN FULL NOT LATER THAN AUGUST 20, 2015.

1 of 4

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspections. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

(Page 2 of 4)

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 391), as applicable.
8. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees of not more than 15% of the unpaid debt when it is referred for collection to an attorney who is not a salaried employee of the Lender, court costs, and other legal expenses allowed by law. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

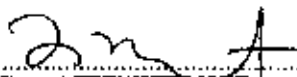
11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

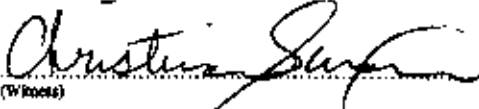
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

13. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign as evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
14. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any portion of this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variation by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
16. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all homestead exemption rights relating to the Property.
17. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
18. **APPLICABLE LAW.** This Security Instrument is governed by the laws as agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
19. **RIDERS.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.
- [Check all applicable boxes]
- ☐ Assignment of Leases and Rents ☐ Other
20. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.


 (Signature) TERRY LYNETTE BRUNT
 (Date) _____ (Seal) _____ (Seal) _____

Signed, sealed and delivered in the presence of:


 (Witness) Carol A Russell
 
 (Witness) Christine Surpin

PROBATE:

STATE OF SOUTH CAROLINA....., COUNTY OF BEAUFORT.....) ss.
 Personally appeared before me the undersigned witness who, being duly sworn, deposed and said that (s)he saw the Mortgagor (and each Mortgagor if more than one) sign, seal and deliver the foregoing Mortgage and that (s)he, together with the other witness whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 24TH..... day
 of AUGUST, 2008.....


 (Seal) _____
 
 Carol A Russell

Notary Public for South Carolina
 My commission expires: 7/8/15

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.95 acres, more or less, according to a plat of Carl E. Ekholm, RLS, dated November 29, 1969, and bearing number 2047, and having the following metes and bounds: Commencing at concrete marker on the eastern right-of-way of Wild Horse Road, 0.7 mile to the Jct. Of Wild Horse Road with South Carolina Highway 294 and running thence North 02° 27' 20" East for a distance of Two Hundred Eighty Five and five Hundredths (285.05') feet to a concrete marker on the right-of-way border of said Wild Horse Road and running thence South 47° 04' 20" East for a distance of Eight Hundred Seventy Nine and eighteen Hundredths (879.18') feet to a concrete marker on the property line of James Fuller; thence South 47° 13' West for a distance of Two Hundred Twenty Nine and ten hundredths (229.10') feet to a concrete marker on the border line of James Fuller; thence North 45° 53' West for a distance of Six Hundred Seventy Nine and twenty Hundredths (679.20') feet to a concrete marker, to the point of beginning; and being bounded on the Northeast by the lands now or formerly of James Fuller and Clarence Orige; on the Southeast by the lands now or Formerly of James Fuller; on the Southwest by the lands now or formerly of David Orage and on the Northwest by State Highway 294 known as Wild Horse Road

This being the same property conveyed to the within Mortgagor(s) by deed of Terry Grant Enterprises, dated August 9, 2001 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1924 at Page 2538.

The within Mortgage was prepared in the law office of PETER WOLF & ASSOCIATES, P.C., 94 Main Street, Suite C-102, Hilton Head Island, South Carolina 29926, by Peter L. Wolf, Esq.

EXHIBIT #28a & b

SCDOR Tax lien and Satisfaction



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

TAX LIEN

W-131

(Rev. 9/22/05)

SID/Suffix:
Tax Type: **INDIVIDUAL INCOME TAX**

County: **BEAUFORT**
Contact Number: (843) 852-3600
Tax Lien Number: **3-50705803-5**

File Number: **74067782**
Period Covered: **12/04 - 12/04**

GRANT TERRY L

**PO BOX 21836
HILTON HEAD SC 29925-1836**

**BEAUFORT COUNTY SC-ROD
BK 00024 PG 1305
DATE: 04/05/2006 12:00:26 PM
INST # 2006027242 RCPT# 408440**

To: Any authorized representative of the SC Department of Revenue
The party named in this tax lien is liable for the assessed taxes set out below, along with the penalties and interest established by law for failure to pay such taxes when due. Such being established, you are directed by distraint powers to levy upon and sell as is allowed by law so much of the tangible or intangible personal property, rights to such property or choses in action of the party necessary to satisfy the tax, penalty and interest owed by the party, plus the fees, cost and expenses of the levy. If these found assets are not sufficient to satisfy the amount set out in this tax lien, you are directed to seize and sell so much of the real estate of the party as is necessary to satisfy the amount owed.
Dated and signed under the seal of the SC Department of Revenue 03/27/06.

Tax Type: **INDIVIDUAL INCOME TAX**

DIST CODE	PERIOD COVRD	RECEIVABLE NUMBER	DATE ASSESSED	TAX	PENALTY	INTEREST	TOTAL
0801	12/04	03271869-1	02-22-06	19,237.00	1,250.40	1,359.14	21,846.54

SUBTOTAL:	21,846.54
COURT COSTS:	1,102.33
TOTAL:	\$22,948.87

TXPRC108

34

Scan Deposition
Exhibit 20

ST
HANS
KING
1500
DUBOIS
ECONOMY

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Date 10-10-06

The Note herein secured having been paid, the lien of this mortgage is satisfied and the Clerk of Court is directed to cancel this record.

SOUTH CAROLINA BANK & TRUST, N.A.

WITNESS

By

[Signature]

BEAUFORT COUNTY SC - ROD

BK 02220 PGS 1497-1501

FILE NUM 2005072887

08/31/2005 11:22:55 AM

REC'D BY W HAZEL-BOLES RCPT# 357778

RECORDING FEES 11.00

This document was prepared by SOUTH CAROLINA BANK AND TRUST, N.A. 850 JOHN C. CALHOUN DRIVE ORANGEBURG, SC 29115

State of South Carolina

Space Above This Line For Recording Date

MORTGAGE

(With Future Advance Clause)

11/51060-16

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 08-24-2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: TERRY LYNETTE GRANT, INDIVIDUALLY
228 WILD HORSE ROAD
HILTON HEAD ISLAND, SC 29928

BEAUFORT COUNTY SC-ROD

BK 02540 PG 0928

DATE: 03/21/2007 12:16:16 AM

INST # 2007022157 RCPT# 474210

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments.

LENDER: SOUTH CAROLINA BANK AND TRUST, N.A.
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
850 JOHN C. CALHOUN DRIVE
ORANGEBURG, SC 29115

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The property is located in BEAUFORT at 228 WILD HORSE ROAD
(County)
(Address) HILTON HEAD ISLAND (City) South Carolina 29928 (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 200,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagor shall not be required to defer, accrue or capitalize any interest except as provided in the Note.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)
A PROMISSORY NOTE SIGNED BY THE BORROWER AND DATED AUGUST 24, 2005. THE NOTE STATES THAT BORROWER OWES LENDER ONE HUNDRED THOUSAND AND NO/100 DOLLARS (U.S. \$ 100,000.00) PLUS INTEREST. BORROWER HAS PROMISED TO PAY THIS DEBT IN REGULAR PERIODIC PAYMENTS AND TO PAY THE DEBT IN FULL, NOT LATER THAN AUGUST 20, 2015.

1 of 4

Stacy Deposition
Exhibit 12

EXHIBIT #29

**Transcript of hearing held on May 4, 2023
By Special Referee after Judge Recused himself
December 1, 2022**

DEUTSCHE BANK NATIONAL TRUST

VS

TERRY L. GRANT

MOTION HEARING

May 04, 2023

CCR
COASTAL COURT
REPORTING
AND VIDEO, INC.

Post Office Box 7349 Hilton Head, South Carolina 29938
Hilton Head - Beaufort - Savannah
843-785-7739 - Fax 843-785-5837

DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING

IN THE COURT OF COMMON PLEAS
STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING
DEUTSCHE BANK NATIONAL TRUST COMPANY as
Trustee for NOVASTAR MORTGAGE FUNDING
TRUST, Series 2006-5 NOVASTAR HOME EQUITY
LOAN ASSET-BACKED CERTIFICATES, Series 2006-
5,

Plaintiff,

vs.

CIVIL ACTION NUMBER
2016-CP-07-01466

TERRY LENNETTE GRANT,

Defendant.

-----/

The Motion Hearing, in the
above-entitled cause, taken pursuant to Notice
and agreement, before Honorable Benjamin C.P.
Sapp, as Special Referee, for Beaufort County,
and Naomi McCracken, Stenographic Court Reporter
and Notary Public, at the Beaufort County
Magistrate's Courthouse, 102 Ribaut Road,
Courtroom 3, Beaufort, South Carolina, on the
4th day of May 2023, commencing at or about the
hour of 10:06 a.m.



DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING

2-5

Page 2	Page 3
1 APPEARANCES of COUNSEL: 2 FOR THE PLAINTIFF: 3 CHAD W. BURGESS, ESQUIRE 4 Brock & Scott, PLLC 5 DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT 6 2016-CP-07-01466 - MOTION HEARING 7 6010-9218, South Carolina 29210 8 803.464.3540 9 chad.burgess@brockandscott.com 10 lauren.browder@brockandscott.com 11 12 FOR THE DEFENDANT, PER SE- LIMITED POWER OF 13 ATTORNEY ON BEHALF OF TERRY LENNETTE GRANT: 14 15 VIVIAN MICHELLE WOODS 16 11 Southwood Park Drive 17 Apartment 108 18 Hilton Head, South Carolina 29926 19 20 21 22 23 24 25	1 INDEX 2 3 4 5 TERRY L. GRANT 6 OPENING REMARKS ----- 4 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 CERTIFICATE ----- 29 25 (NO EXHIBITS MARKED.)
Page 4	Page 5
1 THE COURT: We'll call the case. 2 This is State of South Carolina, 3 County of Beaufort. This is Deutsche 4 Bank National Trust Company as Trustee 5 for NovaStar Mortgage Funding Trust 6 Series 2006-5, NovaStar Home Equity 7 Loan Asset-Backed Certificate Series 8 2006-5, as the plaintiff, versus Terry 9 Lennette Grant and others, Catherine 10 Alls as well. It's case number 11 2016-CP-07-01466. 12 Present in the courtroom today are 13 Chad Burgess with Brock & Scott for the 14 plaintiff. Also present today is 15 Vivian Michelle Woods of 11 Southwood 16 Park Drive, Apartment 108, Hilton Head 17 Island, South Carolina, who has a 18 special limited power of attorney to be 19 here on behalf of Terry Lennette Grant. 20 The special limited power of 21 attorney authorizes her to initiate, 22 prosecute, discontinue, or defend 23 actions or other legal proceedings 24 touching my property, real or personal 25 or any part thereof, or touching any	1 matter which I or my property, real or 2 personal, may be in any way concerned, 3 period. To defend, settle, adjust, 4 make allowances, compound, submit to 5 arbitration, and compromise all 6 accounts reckoning claims and defend 7 whatsoever that now or hereafter shall 8 be pending between me and any person, 9 firm or corporation or other legal 10 entity in such manner and respects as 11 my agent shall deem proper. 12 Furthermore, it does -- the agent 13 does not have the authority to make any 14 decisions that would cause me harm 15 financially as it relates to any legal 16 actions pending or in the future during 17 the execution of my agent's fiduciary 18 duties. 19 Mr. Burgess, this is your motion. 20 I'm happy to hear from you, sir. 21 MR. BURGESS: Good morning, Your 22 Honor. May it please the Court. 23 Your Honor, Chad Burgess here on 24 behalf of the plaintiff in this action. 25 Your Honor, just a brief couple of



DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING

6-9

Page 6	Page 7
1 housekeeping issues. There are two 2 pending motions for summary judgment. 3 The plaintiff has a motion that was 4 filed back on September 7, 2022. 5 date. 2016-CP-07-01466 - MOTION HEARING 6 It was filed on September 7, 2022. 7 The defendant also has a pending motion 8 for summary judgment that's 9 subsequently filed. And she's also 10 filed in opposition to plaintiff's 11 motion for summary judgment. 12 Related to Ms. Wood's appearance 13 here at the hearing, I do understand 14 she has a power of attorney. I have 15 reviewed that document. Your Honor, 16 our argument is that Ms. Woods, 17 notwithstanding the power of attorney, 18 still does not have the authority under 19 South Carolina law to represent 20 Ms. Grant in this action. So she can't 21 appear and make arguments related to 22 the matter and represent her in that 23 capacity as doing so would be 24 unauthorized practice of law. 25 We have a plethora of case law on	1 that specific point. So I would ask 2 that Ms. Woods not be allowed to make 3 any arguments at this hearing. 4 THE COURT: Okay. 5 Ms. Woods, are you -- you're not a 6 licensed attorney, are you, ma'am? 7 MS. WOODS: No, I'm not. And I'm 8 not practicing law. The information 9 that I'm presenting is the same 10 information that she has submitted 11 herself. I'm just repeating what she 12 has already submitted so -- 13 THE COURT: You're just here on 14 her behalf -- 15 MS. WOODS: Yes. 16 THE COURT: -- just say that 17 you're submitting that information 18 that's already been submitted to the 19 Court; correct? 20 MS. WOODS: It's already submitted 21 to the Court, yes. And anything 22 that -- 23 THE COURT: But you're not going 24 to try to make any legal arguments 25 today, you're just here to make sure
Page 8	Page 9
1 that I am here to read the arguments 2 that have been submitted to the Court 3 by her? 4 MS. WOODS: Any legal arguments 5 that she has already -- I will reading 6 from what she already submitted. 7 THE COURT: Ma'am, it's in the 8 court record. You don't have to read 9 it today. 10 MS. WOODS: Okay. 11 THE COURT: It's already been 12 submitted. And I would -- it would 13 probably behoove you not to read it 14 today, ma'am, to be quite honest with 15 you because it's already in the court 16 record. Okay? I'll read it. 17 MS. WOODS: Okay. 18 THE COURT: Okay? All right. 19 MR. BURGESS: Your Honor, I will 20 stipulate to the filings for the 21 record, Your Honor. Everything that 22 Ms. Grant has filed, her motions, 23 returns -- 24 THE COURT: That's fine. 25 MR. BURGESS: -- affidavits and	1 evidentiary -- 2 THE COURT: Of course. He'll 3 stipulate to the fact that it is in the 4 record and I will review it, ma'am. 5 Okay? 6 MS. WOODS: Okay. 7 THE COURT: Okay. 8 Go ahead, Mr. Burgess. 9 MR. BURGESS: Thank you, Your 10 Honor. 11 Your Honor, this is a foreclosure 12 action that relates to a note mortgage 13 that was entered into by Ms. Grant back 14 on September 18th, 2006. The original 15 amount of the loan was \$680,000. Your 16 Honor, subsequently, the note and 17 mortgage was recorded September 26th, 18 2006 in Book 2448 at Page 823. 19 Those documents were subsequently 20 transferred to the plaintiff. The 21 plaintiff is in possession of the 22 original note. Copies of the note as 23 well as the assignments of mortgage, 24 the mortgage itself have all been 25 submitted to the Court on numerous



Page 10

1 occasions with the plaintiff's motion
2 for summary judgment.
3 We've also submitted an affidavit
4 in support of the plaintiff's motion. DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
5 are affidavits regarding the amount of the debt and the interest on the debt.
6 indebtedness or summary judgment filed
7 in this action January -- July 17,
8 2017, July 27, 2018, April 2, 2021,
9 August 25, 2022, and April 3, 2023.
10 Those documents are all in the
11 record in terms of affidavits related
12 to the amount of the plaintiff's debt
13 and the interest into and existence of
14 this particular loan.
15 Your Honor, of note, this is not
16 the first foreclosure action related to
17 this. It is actually foreclosure
18 action number three. There was an
19 original action entered into in 2009 --
20 I guess I should start with the 2009
21 action.
22 And these are matters that Your
23 Honor to take judicial notice of. That
24 action was filed December 1, 2009 was
25 2009-CP-07-5612, and that action was

Page 12

1 Again, that was an order that
2 Ms. Grant disputed and contested. But
3 nonetheless, it was an entry of an
4 order by Judge Dukes which reformed the
5 mortgage and granted partial summary
6 judgment. It established standing to
7 enforce the note and mortgage. It
8 established the right to reformation as
9 well as the easement.
10 Now, the remaining foreclosure
11 portion of the action remained pending
12 in the 2010 case and came before a
13 final hearing in which Judge Dukes did
14 enter an order of foreclosure in that
15 action. Subsequently, the foreclosure
16 portion of the case was vacated
17 pursuant to Rule 60, and the
18 foreclosure portion of the case was
19 dismissed.
20 The judge's order reforming the
21 note and mortgage was never challenged. 800-791-1100
22 It was never vacated. It remains the
23 only order from any of the previous
24 foreclosure actions that is of record
25 currently and it is still in full force

Page 11

1 not -- it was not involving our law
2 firm. And that action was dismissed
3 before it was served. It was
4 voluntarily dismissed.
5 Subsequently, there was an action
6 brought April 12, 2010, and that's
7 2010-CP-07-1690. And that case
8 proceeded, was referred to by Judge
9 Dukes. And the defendant in this case
10 appeared in that action and there was
11 litigation regarding the subject note
12 and mortgage.
13 As a part of that action, Judge
14 Dukes entered into an order dated --
15 and it's a very long order dated
16 February 7, 2014. Now, the gravamen of
17 that order, as a part of the 2010
18 action, the plaintiff was seeking to
19 reform the subject mortgage and to
20 create an easement for ingress and
21 egress over some other property owned
22 by Ms. Grant that had been subdivided
23 away from this property. And, Your
24 Honor, I'll let that order speak for
25 itself.

Page 13

1 and effect.
2 So essentially, the property
3 description over which the plaintiff is
4 seeking to have this particular
5 mortgage foreclosure occur was
6 established back in the 2010
7 foreclosure action back on February
8 7th, 2014 as well as the plaintiff's
9 right to easement. Those causes of
10 action are not present in the current
11 case because all this is is a
12 foreclosure of the property described
13 in that previous case.
14 So with that being said, Your
15 Honor, the Court is constraining by
16 Judge Dukes prior order related to
17 property description standing and
18 easement. The foreclosure portion was
19 dismissed and that's the portion of the
20 case that we're currently pursuing.
21 This case was initiated and
22 subsequently, the defendant had an
23 attorney who appeared for her in this
24 case. She's filed a number of answers.
25 She admits to the note and mortgage in

DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING

14-17

Page 14	Page 15
1 her answers, each filed in the record 2 in this case, I believe those are -- 3 and I'll go through them very quickly, 4 Your Honor. DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT 5 Her case is over. MOTION HEARING 6 28, 2016. And that answer was filed on 7 her behalf by attorney Williams Sloan. 8 The gravamen of that answer was that 9 she admits entering into the note and 10 mortgage. However, she is denying the 11 request for relief sought by the 12 plaintiff. There were no counterclaims 13 or any other issues of note related to 14 that answer. That answer speaks for 15 itself. It is of record in this 16 particular case. Again, on October 28, 17 2016. 18 Your Honor, the second answer that 19 Ms. Grant filed was an amended answer 20 dated July 21, 2017. That, again, is 21 of record here in this particular 22 action. And again, Ms. Grant admits 23 entering into the subject note and 24 mortgage. And again, that answer is 25 signed by Attorney William Sloan on	1 behalf of Ms. Grant. 2 And in terms of the admissions of 3 entering into the subject of the 4 mortgage, we believe this establishes 5 as a matter of law based on her 6 admissions. 7 She filed yet another answer, an 8 amended answer, on -- or actually, the 9 summons and complaint were amended in 10 this action subsequent to her answers. 11 The summons and complaint were amended 12 November 9, 2017 and Ms. Grant 13 responded to the that amended 14 complaint. Again, Williams Sloan 15 responding on her behalf on December 7, 16 2017, again, with the same admissions 17 related to the interest and to the note 18 and mortgage. 19 Just a moment to explain why 20 that's important, Your Honor. Part of 21 the defendant's motion for summary 22 judgment and her opposition to the 23 plaintiff's motion for summary judgment 24 is this idea that she did not enter 25 into the subject loan back in 2006,
Page 16	Page 17
1 that she walked away from the closing 2 table. And for first time in three 3 foreclosure actions, she's bringing 4 about this idea that she somehow was 5 not involved in the underlying closing. 6 And obviously, based on Judge 7 Duke's prior order and her very own 8 admissions in this action, her now new 9 story that she somehow didn't enter 10 into the loan cannot hold water as a 11 matter of law. She's bound by both 12 Judge Duke's order and the admissions 13 that she made through her attorney in 14 this particular case. 15 And, Your Honor, in addition to 16 that, in response to the request for 17 admissions that the defendant was 18 served with in this action, William 19 Sloan, again, in response to the 20 request for admissions, admits that 21 Ms. Grant entered into the subject 22 note. He admits the subject mortgage, 23 which is of public record, but he 24 denies the legal description, which 25 that was an issue covered in 2010	1 action which was covered by Judge 2 Duke's order. 3 But in terms of entering into the 4 subject note and mortgage, those facts 5 are established as a matter of law. 6 And, Your Honor, to back that up, as 7 part of that 2010 action, as part of 8 this action, Ms. Grant had provided in 9 the records with her documents, a copy 10 of an unsigned HUD-1, which we 11 stipulated that is a copy of the HUD 12 that shows where the funds from the 13 closing of this loan were directed. 14 And as part of that, Your Honor, 15 the HUD shows that there was a payoff 16 of Green Point prior mortgage from 2004 17 and it shows there was a payoff of a 18 SCB&T second mortgage, and also a 19 payoff of federal taxes as well as 20 payoff of South Carolina Department of 21 Revenue tax lien. www.coastalcourt.com 22 And, Your Honor, as part of this 23 matter, we have included the prior 24 mortgage, the Green Point mortgage that 25 was foreclosed upon or was paid off as



DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING

18-21

Page 18	Page 19
1 part of this closing transaction, a 2 copy of the satisfaction of that Green 3 Point mortgage, a copy of the South 4 Carolina Bank and Trust mortgage, a 5 copy of the South Carolina Bank and Trust 6 mortgage, a copy of South Carolina 7 Department of Revenue tax lien, as well 8 as the satisfaction of the Department 9 of Revenue tax lien. 10 11 Your Honor, in sum, all of those 12 liens were of record except for the 13 federal tax lien for federal taxes that 14 she owed over \$100,000. All of those 15 mortgages and liens were satisfied 16 contemporaneously shortly after this 17 mortgage was taken out, which shows 18 on its face that there was money that 19 changed hands. 20 Given all due deference to the 21 documents that Ms. Grant has put in the 22 record, none of those documents raise a 23 scintilla of evidence to refute that 24 that money changed hands with the 25 public records that are related to each	1 of those liens took place, again, just 2 compounding on Judge Duke's original 3 order from 2014 regarding the legal 4 description of the mortgage and the 5 reformation of the mortgage as well as 6 the easement issue. 7 Your Honor, that issue was 8 established as a matter of law. In 9 fact, Ms. Grant did enter into this 10 loan. As a result of this loan, she 11 received the benefit of a payoff of 12 over \$100,000 of federal tax liens, 13 \$20,000 in state taxes, a SCB&T second 14 mortgage as well as the Green Point 15 first mortgage. 16 Just to kind of address one the 17 arguments that Ms. Grant makes in her 18 motion for summary judgment, she puts 19 forth a release of the -- a partial 20 release of the Green Point mortgage 21 that was recorded prior to the subject 22 mortgage. 23 And, Your Honor, if you look at 24 that document, which was recorded here 25 in Beaufort County on April 23rd, 2004
Page 20	Page 21
1 some two years before this mortgage was 2 taken out, you'll see that that release 3 of mortgage was just a partial release 4 to release a portion of the property 5 from that prior lien, which is not the 6 lien that's being foreclosed today, it 7 was the lien that was paid off by our 8 mortgage. 9 Ms. Grant's argument is simply 10 that that partial release of lien from 11 2004 means that Green Point was paid 12 off in 2004, which I would submit, Your 13 Honor, as a matter of law, that's not 14 what that document says. And that as a 15 result of that partial release, that 16 the Green Point mortgage got paid off 17 twice. So, in other words, she 18 couldn't have been in this loan because 19 Green Point wasn't owed anything in 20 2006 when she took out the subject 21 loan. 22 Your Honor, as you can see, that 23 is not correct as a matter of public 24 record. The document itself that she 25 submitted indicates clearly it's just a	1 partial release of the Green Point 2 mortgage. Again, this took place long 3 before this particular loan was taken 4 out, and our client had nothing to do 5 with that partial release. 6 But if you fast forward to when 7 this loan was taken out, you will 8 see -- and again, this is something 9 that's been filed in our present action 10 as a part of our supplemental 11 memorandum in support of our summary 12 judgment. You'll see the Green Point 13 mortgage, and again, this is public 14 record here in Beaufort County, was 15 recorded October 10, 2006. 16 And that is a complete 17 satisfaction of the mortgage. The 18 document's titled satisfaction of lost 19 mortgage, which indicates that it looks 20 like that at the time it was satisfied, 21 Green Point didn't have the original in 22 their possession so they filed a 23 satisfaction of lost mortgage. 24 Your Honor, again, this October 25 10, 2006 date is contemporaneous with



Page 22 1 Ms. Grant taking out the subject loan, 2 which was taken out in September of 3 2006. So it's a clear timeline of this 4 loan being taken out. The original 5 mortgage being paid off. The original 6 be said with SCBT satisfaction, the 7 satisfaction of the South Carolina tax 8 lien and the fact that no federal tax 9 lien was ever filed on Ms. Grant as a 10 result of over \$100,000 being paid out 11 of this loan to pay off her pending 12 federal taxes. 13 And the HUD document that is at 14 issue was submitted by Ms. Grant 15 herself and we certainly stipulate that 16 that is a copy of the HUD. This is a 17 document she's relying on that was used 18 in her deposition in the prior case. 19 I do stipulate that is an unsigned 20 copy of the HUD, but that represents 21 the funds that were actually changed 22 hands. And, Your Honor, that does 23 match with the public records that we 24 see here in Beaufort County. 25 THE COURT: Okay. Is that	Page 23 1 everything, Mr. Burgess? 2 MR. BURGESS: Well, and fast 3 forwarding, Your Honor, one of the 4 things that is the plaintiff's 5 standing to bring the foreclosure. 6 Ms. Grant challenges the plaintiff's 7 standing to bring the foreclosure. She 8 challenges the plaintiff's holding the 9 subject note and mortgage. 10 Your Honor, I do have the original 11 with me today. We have presented it to 12 the Court numerous times. May I 13 approach, Your Honor? 14 THE COURT: Yes. This is an 15 adjustable rate note dated September 16 18, 2006. Borrower comes to pay 17 \$680,000 at 7.75 percent interest. 18 MR. BURGESS: Your Honor, 19 regarding that document, you'll notice 20 on the back of it, here in Beaufort 21 County, Judge Dukes requires to review 22 the original, if it's available, or an 23 affidavit of lost note. 24 In prior hearings, and you'll see 25 his stamps where he reviewed that note
Page 24 1 at prior hearings back in 2014 as well 2 as 2021, I believe. We had prior a 3 summary judgment granting which was 4 vacated in this case. This is case is 5 a long sort -- 6 THE COURT: You've already told me 7 that. So, yeah, I see where judgment 8 was entered in on this note dated 5/28 9 of '16 by the Honorable Marvin H. 10 Dukes, III, Master in Equity for 11 Beaufort County. And also, a judgment 12 entered in on this note of case 13 number -- the date is 8/13/21 by the 14 Honorable Marvin H. Dukes, Master in 15 Equity. This mortgage was signed by 16 Ms. Terry Lennette Grant. 17 MR. BURGESS: Yes, sir. And I do 18 have the original mortgage if you would 19 like to see that as well. 20 THE COURT: It's dated 9/18 of 21 '06. 22 MR. BURGESS: Yes, sir. And you 23 will see there is also a 24 (indiscernible) attached to it where 25 the note has been transferred.	Page 25 1 THE COURT: Let me see the 2 original mortgage. 3 MR. BURGESS: Yes, sir. May I 4 approach? 5 THE COURT: Yes, sir, also I have 6 here the original mortgage, again dated 7 September 18th of '06. The borrower is 8 Terry Lennette Grant. The lender is 9 NovaStar Mortgage. The principal sum 10 is \$680,000 plus interest. The 11 maturity date of the mortgage is 12 October 1, 2036, a 30-year note. 13 And it is also signed by Ms. Grant 14 and is witnessed by Carol A. Russell 15 and a Danielle Beak, I think, who is to 16 a notary public and her commission 17 expires 3/10/2010. It's Daniel YC 18 Bears is the notary public for the 19 State of South Carolina. Okay. I'm 20 going hand these back to you. 21 Obviously these have been filed 22 numerous time with the Court. 23 MR. BURGESS: And, Your Honor, 24 there are copies of those attached to 25 the summary judgment motion as well as



Page 26	Page 27
1 prior affidavits of the plaintiff. 2 THE COURT: I've reviewed the file 3 and I have seen where they were 4 attached to this case and I don't have 5 as well. 2016-CP-07-01466 in the motion hearing 6 will obviously take judicial notice to 7 that. 8 Okay. Is that all you have? 9 MR. BURGESS: Well, Your Honor, 10 the plaintiff is waiving the right to 11 seek a deficiency judgment. 12 THE COURT: Okay. 13 MR. BURGESS: Your Honor, the 14 total debt as reflected on the latest 15 affidavit of amount due, which was 16 filed April 3, 2023. I do have 17 originals of all our affidavits. The 18 copies were e-filed because that's the 19 way e-file works now. But the total 20 debt is \$1,727,300.09. 21 Again, plaintiff is waiving their 22 right to seek a deficiency judgment and 23 pursue seeking foreclosure at the next 24 available sale date. 25 THE COURT: Okay. All right.	1 Thank you, Mr. Burgess. 2 Ms. Woods, I do have -- I do have 3 Ms. Grant's opposition to the summary 4 judgment. I've got a copy of that. 5 I'll review that thoroughly. What I 6 normally do in this situation is I'll 7 take the issue under advisement. I'll 8 let Ms. Woods -- I mean, Ms. Grant, 9 excuse me -- submit an order within 30 10 days to me supporting her opposition. 11 MS. WOODS: Okay. 12 THE COURT: Okay? I will read 13 both of them thoroughly. I will review 14 their motion. I'll review her motion. 15 I'll review her order. Okay? She 16 needs to submit that order to me. Let 17 me give you to my e-mail, it needs to 18 be to my e-mail within 30 days. Let me 19 give you that. And she has every right 20 to issue all of her concerns in that 21 order. Okay? 22 MS. WOODS: Okay. 23 THE COURT: And she can submit 24 that to my e-mail. 25 MS. WOODS: Hang on a moment.
Page 28	Page 29
1 THE COURT: Yes, ma'am. 2 MS. WOODS: Okay. 3 THE COURT: BSAPP@LowCountry.com. 4 MS. WOODS: Okay. 5 THE COURT: Okay? And then I'll 6 take this issue under advisement, then 7 I'll issue -- Mr. Burgess will issue me 8 an order. Ms. Grant will issue me an 9 order. I'll review them thoroughly. 10 Give me about seven days to review it. 11 Okay? And then I'll sign one of the 12 orders or I'll say, okay, we need to do 13 this or that. But generally, I'll sign 14 one of the two orders and then we'll go 15 from there. 16 MS. WOODS: Okay. 17 THE COURT: Okay, ma'am? 18 MS. WOODS: All right. Thank you. 19 THE COURT: Yes, ma'am. 20 Thank you, Mr. Burgess. 21 (Hearing concluded at 10:33 a.m.) 22 23 24 25	1 CERTIFICATE 2 3 STATE OF SOUTH CAROLINA: 4 BEAUFORT COUNTY: 5 6 I, Naomi McCracken, Court Reporter and Notary 7 Public in and for the above county and state, do 8 hereby certify that the foregoing testimony was 9 taken before me at the time and place 10 herein-before set forth; that the witness was by 11 me first duly sworn to testify to the truth, the 12 whole truth, and nothing but the truth, that 13 thereupon the foregoing testimony was later 14 reduced by computer transcription; and I certify 15 that this is a true and correct transcript of my 16 stenographic notes so taken. 17 I further certify that I am not of counsel to 18 either party, nor interested in the event of 19 this cause. 20 21 22 23 24 25 Naomi McCracken www.coastalcourt.com Naomi McCracken Court Reporter Notary Public Beaufort, South Carolina

DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT

2016-CP-07-01466 - MOTION HEARING

30Index: \$1,727,300.09—bringing

DEUTSCHE BANK NATIONAL TRUST vs 2016-CP-07-01466 - MOTION HEARING	2016-CP-07-01466 4:11 2017 10:8 14:20 18:12 16	TERRY L. GRANT	
\$1,727,300.09 26:20	2018 10:8	9 15:12	appearance 6:12
\$100,000 18:14 19:12 22:10	2021 10:8 24:2	9/18 24:20	appeared 11:10 13:23
\$20,000 19:13	2022 6:6 10:9	A	approach 23:13 25:4
\$680,000 9:15 23:17 25:10	2023 10:9 26:16		April 10:8,9 11:6 19:25 26:16
0	2036 25:12		arbitration 5:5
06 24:21 25:7	21 14:20	a.m. 28:21	areas 23:4
1	23rd 19:25	accounts 5:6	argument 6:16 20:9
1 10:24 25:12	2448 9:18	action 5:24 6:20 9:12 10:7, 16,18,19,21,24,25 11:2,5, 10,13,18 12:11,15 13:7,10 14:22 15:10 16:8,18 17:1, 7,8 21:9	arguments 6:21 7:3,24 8:1,4 19:17
10 21:15,25	25 10:9	actions 4:23 5:16 12:24 16:3	Asset-backed 4:7
108 4:16	26th 9:17	addition 16:15	assignments 9:23
10:33 28:21	27 10:8	address 19:16	attached 24:24 25:24 26:4
11 4:15	28 14:6,16	adjust 5:3	attorney 4:18,21 6:14,17 7:6 13:23 14:7,25 16:13
12 11:6	3	adjustable 23:15	August 10:9
16 24:9	3 10:9 26:16	admissions 15:2,6,16 16:8,12,17,20	authority 5:13 6:18
17 10:7	3/10/2010 25:17	admits 13:25 14:9,22 16:20,22	authorizes 4:21
18 23:16	30 27:9,18	advisement 27:7 28:6	B
18th 9:14 25:7	30-year 25:12	affidavit 10:3 23:23 26:15	back 6:4 9:13 13:6,7 15:25 17:6 23:20 24:1 25:20
2	5	affidavits 8:25 10:5,11 26:1,17	Bank 4:4 18:4,6
2 10:8	5/28 24:8	agent 5:11,12	based 15:5 16:6
2004 17:16 19:25 20:11,12	6	agent's 5:17	Beak 25:15
2006 9:14,18 15:25 20:20 21:15,25 22:3 23:16	60 12:17	ahead 9:8	Bears 25:18
2006-5 4:6,8	7	allowances 5:4	Beaufort 4:3 19:25 21:14 22:24 23:20 24:11
2009 10:19,20,24	7 6:6 11:16 15:15	allowed 7:2	behalf 4:19 5:24 7:14 14:7 15:1,15
2009-CP-07-5612 10:25	7.75 23:17	Als 4:10	behoove 8:13
2010 11:6,17 12:12 13:6 16:25 17:7	7th 13:8	amended 14:19 15:8,9,11, 13	benefit 19:11
2010-CP-07-1690 11:7	8	amount 9:15 10:5,12 26:15	Book 9:18
2014 11:16 13:8 19:3 24:1	8/13/21 24:13	answers 13:24 14:1 15:10 Apartment 4:16	borrower 23:16 25:7
2016 14:6,17	COASTAL COURT REPORTING & VIDEO SERVICES 825-5-178 800-791-1100	www.coastalcourt.com	bound 16:11
			bring 23:5,7
			bringing 16:3



COASTAL COURT REPORTING & VIDEO SERVICES

800-791-1100

www.coastalcourt.com

DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING

31Index: Brock-filings

Brock 4:13 brought 1:8 bsapp@lowcountry.com 28:3 Burgess 4:13 5:19,21,23 8:19,25 9:8,9 23:1,2,18 24:17,22 25:3,23 26:9,13 27:1 28:7,20 C call 4:1 capacity 6:23 Carol 25:14 Carolina 4:2,17 6:19 17:20 18:4,6,7 22:7 25:19 case 4:1,10 6:25 11:7,9 12:12,16,18 13:11,13,20, 21,24 14:2,16 16:14 22:18 24:4,12 Catherine 4:9 Certificate 4:7 Chad 4:13 5:23 challenged 12:21 challenges 23:6,8 changed 18:19,24 22:21 claims 5:6 clear 22:3 client 21:4 closing 16:1,5 17:13 18:1 commission 25:16 Company 4:4 complaint 15:9,11,14 26:4 complete 21:16 compound 5:4 compounding 19:2 compromise 5:5 concerned 5:2 concerns 27:20	concluded 28:21 constraining 13:15 contemporaneous 21:25 contemporaneously 18:16 contention 23:4 contested 12:2 copies 9:22 25:24 26:18 copy 17:9,11 18:2,3,5,7 22:16,20 27:4 corporation 5:9 correct 7:19 20:23 counterclaims 14:12 County 4:3 19:25 21:14 22:24 23:21 24:11 couple 5:25 court 4:1 5:22 7:4,13,16, 19,21,23 8:2,7,8,11,15,18, 24 9:2,7,25 13:15 22:25 23:12,14 24:6,20 25:1,5,22 26:2,12,25 27:12,23 28:1, 3,5,17,19 courtroom 4:12 covered 16:25 17:1 create 11:20 current 13:10 D Daniel 25:17 Danielle 25:15 date 6:5 21:25 24:13 25:11 26:24 dated 11:14,15 14:20 23:15 24:8,20 25:6 days 27:10,18 28:10 debt 10:12 26:14,20 December 10:24 15:15 decisions 5:14	defend 4:22 5:3,6 defendant 6:7 11:9 13:22 16:17 defendant's 15:21 deference 18:20 deficiency 26:11,22 denies 16:24 denying 14:10 Department 17:20 18:8,9 deposition 22:18 description 13:3,17 16:24 19:4 Deutsche 4:3 directed 17:13 discontinue 4:22 dismissed 11:2,4 12:19 13:19 disputed 12:2 document 6:15 10:10 19:24 20:14,24 22:13,17 23:19 document's 21:16 documents 9:19 17:9 18:21,22 Drive 4:16 due 18:20 26:15 Dukes 11:9,14 12:4,13 13:16 23:21 24:10,14 Dukes's 16:7,12 17:2 19:2 duties 5:18 E e-file 26:19 e-filed 26:18 e-mail 27:17,18,24 easement 11:20 12:9 13:9,18 19:6	egress 11:21 enforce 12:7 enter 12:14 15:24 16:9 19:9 entered 9:13 10:19 11:14 16:21 24:8,12 entering 14:9,23 15:3 17:3 entity 5:10 entry 12:3 Equity 4:6 24:10,15 essentially 13:2 established 12:6,8 13:6 17:5 19:8 establishes 15:4 evidence 18:23 evidentiary 9:1 exact 6:4 excuse 27:9 execution 5:17 existence 10:13 expires 25:17 explain 15:19 F face 18:18 fact 9:3 10:4 19:9 22:8 facts 17:4 fast 21:6 23:2 February 11:16 13:7 federal 17:19 18:13 19:12 22:8,12 fiduciary 5:17 file 26:2,5 filed 6:4,6,9,10 8:22 10:6, 24 13:24 14:1,8,19 15:7 21:9,22 22:9 25:21 26:16 filings 8:20

COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100

www.coastalcourt.com



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100

www.coastalcourt.com

DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING

32Index: final-National

final 12:13 financially 5:15 fine 8:24 firm 5:9 11:2 force 12:25 foreclosed 17:25 20:6 foreclosure 9:11 10:16,17 12:10,14,15,18,24 13:5,7, 12,18 16:3 23:5,7 26:23 forward 21:6 forwarding 23:3 full 12:25 Funding 4:5 funds 17:12 22:21 future 5:16 G generally 28:13 give 27:17,19 28:10 Good 5:21 Grant 4:9,19 6:20 8:22 9:13 11:22 12:2 14:19,22 15:1,12 16:21 17:8 18:21 19:9,17 22:1,9,14 23:6 24:16 25:8,13 27:8 28:8 Grant's 20:9 27:3 granted 12:5 granting 24:3 gravamen 11:16 14:8 Green 17:16,24 18:2 19:14,20 20:11,16,19 21:1, 12,21 22:4 guess 10:20 H hand 25:20 hands 18:19,24 22:22 Hang 27:25	happy 5:20 hardly 9:14 He'll 9:2 Head 4:16 hear 5:20 hearing 6:13 7:3 12:13 28:21 hearings 23:24 24:1 Hilton 4:16 hold 16:10 holding 23:8 Home 4:6 honest 8:14 Honor 5:22,23,25 6:15 8:19,21 9:10,11,16 10:15, 23 11:24 13:15 14:4,18 15:20 16:15 17:6,14,22 18:11 19:7,23 20:13,22 21:24 22:22 23:3,10,13,18 25:23 26:9,13 Honorable 24:9,14 housekeeping 6:1 HUD 17:11,15 22:13,16,20 HUD-1 17:10 I idea 15:24 16:4 Ill 24:10 important 15:20 included 17:23 indebtedness 10:6 indiscernible 24:24 information 7:8,10,17 ingress 11:20 initiate 4:21 instituted 13:21 interest 10:13 15:17 23:17	involved 16:5 involving 11:1 Island 4:17 issue 16:25 19:6,7 22:14 27:7,20 28:6,7,8 issues 6:1 14:13 J January 10:7 Judge 11:8,13 12:4,13 13:16 16:6,12 17:1 19:2 23:21 judge's 12:20 judgement 27:4 judgment 6:2,8,11 10:2,4, 6 12:6 15:22,23 19:18 21:12 24:3,7,11 25:25 26:11,22 judicial 10:23 26:6 July 10:7,8 14:20 K kind 19:16 L latest 26:14 law 6:19,24,25 7:8 11:1 15:5 16:11 17:5 19:8 20:13 legal 4:23 5:9,15 7:24 8:4 16:24 19:3 lender 25:8 Lennette 4:9,19 24:16 25:8 licensed 7:6 lien 17:21 18:5,8,10,13 20:5,6,7,10 22:8,9 liens 18:12,15 19:1,12 limited 4:18,20 litigation 11:11	loan 4:7 9:15 10:14 15:25 16:10 17:13 19:10 20:18, 21 21:3,7 22:1,4,11 long 11:15 21:2 24:5 lost 21:18,23 23:23 M made 16:13 make 5:4,13 6:21 7:2,24,25 makes 19:17 manner 5:10 Marvin 24:9,14 Master 24:10,14 match 22:23 matter 5:1 6:22 15:5 16:11 17:5,23 19:8 20:13,23 matters 10:22 maturity 25:11 means 20:11 memorandum 21:11 Michelle 4:15 moment 15:19 27:25 money 18:18,24 morning 5:21 mortgage 4:5 9:12,17,23, 24 11:12,19 12:5,7,21 13:5,25 14:10,24 15:4,18 16:22 17:4,16,18,24 18:3, 4,7,17 19:5,14,15,20,22 20:1,3,8,16 21:2,13,17,19, 23 22:5 23:9 24:15,18 25:2,6,9,11 mortgages 18:15 motion 5:19 6:3,7,11 10:1 15:21,23 19:18 25:25 27:14 motions 6:2 8:22 N



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100

www.coastalcourt.com

DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING

33Index: nonetheless-seeking

nonetheless 12:3 notary 25:15,18 note 9:12,16,22 10:15 11:11 12:7,21 13:25 14:9, 13,23 15:17 16:22 17:4 23:9,15,23,25 24:8,12,25 25:12 notice 10:23 23:19 26:6 notwithstanding 6:17 Novastar 4:5,6 25:9 November 15:12 number 4:10 10:18 13:24 24:13 numerous 9:25 23:12 25:22 O occasions 10:1 occur 13:5 October 14:5,16 21:15,24 25:12 opposition 6:10 15:22 27:3,10 order 11:14,15,17,24 12:1, 4,14,20,23 13:16 16:7,12 17:2 19:3 27:9,15,16,21 28:8,9 orders 28:12,14 original 9:14,22 10:19 19:2 21:21 23:10,22 24:18 25:2,6 originals 26:17 owed 18:14 20:19 owned 11:21 P paid 17:25 20:7,11,16 22:10 Park 4:16 part 4:25 11:13,17 15:20 17:7,14,22 18:1 21:10	partial 12:5 19:19 20:3,10, 13:2,12,17 20:4 pay 22:11 23:16 payoff 17:15,17,19,20 19:11 pending 5:8,16 6:2,7 12:11 22:11 percent 23:17 period 5:3 person 5:8 personal 4:24 5:2 place 19:1 21:2 plaintiff 4:8,14 5:24 6:3 9:20,21 11:18 13:3 14:12 26:1,10,21 plaintiffs 6:10 10:1,12 13:8 15:23 23:4,6,8 plethora 6:25 point 7:1 17:16,24 18:3 19:14,20 20:11,16,19 21:1, 12,21 22:4 portion 12:11,16,18 13:18, 19 20:4 possession 9:21 21:22 power 4:18,20 6:14,17 practice 6:24 practicing 7:8 present 4:12,14 13:10 21:9 presented 23:11 presenting 7:9 previous 12:23 13:13 principal 25:9 prior 13:16 16:7 17:16,23 19:21 20:5 22:18 23:24 24:1,2 26:1 proceeded 11:8 proceedings 4:23 proper 5:11 property 4:24 5:1 11:8,29	prosecute 4:22 provided 17:8 public 16:23 18:25 20:23 21:13 22:23 25:16,18 pursuant 12:17 pursue 26:23 pursuing 13:20 put 18:21 puts 19:18 Q quickly 14:3 R raise 18:22 rate 23:15 read 8:1,8,13,16 27:12 reading 8:5 real 4:24 5:1 received 19:11 reckoning 5:6 record 8:8,16,21 9:4 10:11 12:24 14:1,15,21 16:23 18:12,22 20:24 21:14 recorded 9:17 19:21,24 21:15 records 17:9 18:25 22:23 referred 11:8 reflected 26:14 reform 11:19 reformation 12:8 19:5 reformed 12:4 reforming 12:20 refute 18:23 related 6:12,21 10:11,16 14:58 15:16	relates 5:15 9:12 release 19:19,20 20:2,3,4, 10,15 21:1,5 relief 14:11 relying 22:17 remained 12:11 remaining 12:10 remains 12:22 repeating 7:11 represent 6:19,22 represents 22:20 request 14:11 16:16,20 requires 23:21 respects 5:10 responded 15:13 responding 15:15 response 16:16,19 result 19:10 20:15 22:10 returns 8:23 Revenue 17:21 18:8,10 review 9:4 23:21 27:5,13, 14,15 28:9,10 reviewed 6:15 23:25 26:2 Rule 12:17 Russell 25:14 S sale 26:24 satisfaction 18:2,5,9 21:17,18,23 22:6,7 satisfied 18:15 21:20 22:5 SCB&T 17:18 19:13 22:6 scintilla 18:23 Scott 4:13 seek 26:11,22 seeking 11:18 13:4 26:23



COASTAL COURT REPORTING & VIDEO SERVICES
800-791-1100

www.coastalcourt.com

DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING

34Index: September-years

September 6:8 9:14,17 22:2 2016-CP-07-01466 - MOTION HEARING Series 4:6,7 served 11:3 16:18 settle 5:3 shortly 18:16 shows 17:12,15,17 18:17 sign 28:11,13 signed 14:25 24:15 25:13 simply 20:9 sir 5:20 24:17,22 25:3,5 situation 27:6 Sloan 14:7,25 15:14 16:19 sort 24:5 sought 14:11 South 4:2,17 6:19 17:20 18:3,6,7 22:7 25:19 Southwood 4:15 speak 11:24 speaks 14:14 special 4:18,20 specific 7:1 stamps 23:25 standing 12:6 13:17 19:4 23:5,7 start 10:20 state 4:2 19:13 25:19 stipulate 8:20 9:3 22:15, 19 stipulated 17:11 story 16:9 subdivided 11:22 subject 11:11,19 14:23 15:3,25 16:21,22 17:4 19:21 20:20 22:1 23:9 submit 5:4 20:12 27:9,16, 23 submitted 7:10,12,18,20 8:2,6,12 9:25 10:3 20:25	22:14 submitting 7:17 subsequent 15:10 subsequently 6:9 9:16,19 11:5 12:15 13:22 sum 18:11 25:9 summary 6:2,8,11 10:2,6 12:5 15:21,23 19:18 21:11 24:3 25:25 27:3 summons 15:9,11 26:4 supplemental 21:10 support 10:4 21:11 supporting 27:10 T table 16:2 taking 22:1 tax 17:21 18:8,10,13 19:12 22:7,8 taxes 17:19 18:13 19:13 22:12 terms 10:11 15:2 17:3 Terry 4:8,19 24:16 25:8 thereof 4:25 time 16:2 21:20 25:22 timeline 22:3 times 23:12 titled 21:18 today 4:12,14 7:25 8:9,14 20:6 23:11 told 24:6 total 26:14,19 touching 4:24,25 transaction 18:1 transferred 9:20 24:25 Trust 4:4,5 18:4,6 Trustee 4:4	TERRY L. GRANT unauthorized 6:24 underlying 16:5 understand 6:13 unsigned 17:10 22:19 V vacated 12:16,22 24:4 versus 4:8 Vivian 4:15 voluntarily 11:4 W waiving 26:10,21 walked 16:1 water 16:10 whatsoever 5:7 William 14:25 16:18 Williams 14:7 15:14 witnessed 25:14 Wood's 6:12 Woods 4:15 6:16 7:2,5,7, 15,20 8:4,10,17 9:6 27:2,8, 11,22,25 28:2,4,16,18 words 20:17 works 26:19 Y YC 25:17 years 20:1

COASTAL COURT REPORTING & VIDEO SERVICES

800-791-1100

www.coastalcourt.com



COASTAL COURT REPORTING & VIDEO SERVICES

800-791-1100

www.coastalcourt.com

EXHIBIT #30

**Order of Recusal
Judge Recused himself December 1, 2022**

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

CASE NO: 2016-CP-07-01466

Deutsche Bank National Trust Company,

Plaintiff(s),

vs.

ORDER VACATING
ORDER OF REFERENCE
AND ORDER OF RECUSAL

Terry Lennette Grant, et al.,

Defendant(s).

Due to a conflict, in the above-referenced matter, I am recusing myself from this case and vacating the Order of Reference to the Beaufort County Master in Equity that was filed March 15, 2017.

This case shall return to the Pending Non-Jury Roster for re-assignment to a special referee and/or further disposition..

IT IS SO ORDERED.

Hon. Marvin H. Dukes, III
Master in Equity Judge for Beaufort County

November ____, 2022
Beaufort, South Carolina



Beaufort Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Terry Lennette Grant ,
defendant, et al
Case Number: 2016CP0701466
Type: Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF Beaufort14 JUDICIAL CIRCUITDeutsche Bank National Trust Company,
Trustee, et al.CASE NO.: 2016-CP-07-01466MOTION AND ORDER INFORMATION
FORM AND COVERSHEET

Plaintiff,

vs.

Terry Lonnelle Grant

Defendant.

Plaintiff's Attorney: <u>Chad W. Burgess</u> , Bar No. <u>72520</u> Address: <u>2801 Remondino St, Florence, SC 29502</u> Phone: <u>803 434 3546</u> Fax: _____ E-mail: <u>chad.burgess@att.net</u>	Defendant's Attorney: <u>Terry Lonnelle Grant</u> , Bar No. <u>Pro Se</u> Address: <u>1501 Box 21936, HHI, SC 29428</u> Phone: <u>843 343 7562</u> Fax: _____ E-mail: <u>terrygrant@sc.rr.com</u>							
☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)								
SECTION I: Hearing Information								
Nature of Motion: _____ Estimated Time Needed: _____ Court Reporter Needed: ☐ YES / ☐ NO								
SECTION II: Motion/Order Type								
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.								
Signature of Attorney for ☐ Plaintiff / ☒ Defendant _____ Date submitted <u>November 2, 2023</u>								
SECTION III: Motion Fee								
☒ PAID - AMOUNT: \$ <u>25.00</u> ☐ EXEMPT: (check reason) <table style="width:100%; margin-top: 5px;"> <tr> <td>☐ Rule to Show Cause in Child or Spousal Support</td> </tr> <tr> <td>☐ Domestic Abuse or Abuse and Neglect</td> </tr> <tr> <td>☐ Indigent Status ☐ State Agency v. Indigent Party</td> </tr> <tr> <td>☐ Sexually Violent Predator Act ☐ Post-Conviction Relief</td> </tr> <tr> <td>☐ Motion for Stay in Bankruptcy</td> </tr> <tr> <td>☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)</td> </tr> <tr> <td>☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions</td> </tr> </table> Name of Court Reporter: _____		☐ Rule to Show Cause in Child or Spousal Support	☐ Domestic Abuse or Abuse and Neglect	☐ Indigent Status ☐ State Agency v. Indigent Party	☐ Sexually Violent Predator Act ☐ Post-Conviction Relief	☐ Motion for Stay in Bankruptcy	☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)	☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
☐ Rule to Show Cause in Child or Spousal Support								
☐ Domestic Abuse or Abuse and Neglect								
☐ Indigent Status ☐ State Agency v. Indigent Party								
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief								
☐ Motion for Stay in Bankruptcy								
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)								
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions								
☒ Other: <u>Motion to Stay and for vacate Foreclosure Judgment</u>								
JUDGE'S SECTION ☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____	JUDGE CODE _____ Date: _____, 20____							
CLERK'S VERIFICATION								
Collected by: _____ Date Filed: _____, 20____								
☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____								

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF BEAUFORT	)	CASE NO.: 2016-CP-07-01466
Deutsche Bank national Trust Company as	)	
Trustee for NovaStar Mortgage Funding	)	
Trust, Series 2006-5 NovaStar Home	)	
Equity Loan Asset-Backed Certificates	)	
Series 2006-5	)	
	)	
	)	CERTIFICATE OF SERVICE
v.	)	
	)	
Terry Lennette Grant	)	
	)	
Defendant.	)	

**NOTICE AND MOTION FOR A STAY PENDING APPEAL AND/OR MOTION
TO VACATE JUDGMENT**

CERTIFICATE OF SERVICE

This is to certify that I, Terry Lennette Grant, Defendant have this date, November 2, 2023 served a true and correct copy of the above and foregoing **NOTICE AND MOTION FOR A STAY PENDING APPEAL AND/OR MOTION TO VACATE JUDGMENT** by U.S. Mail, Postage fully prepaid, to the following counsel of record for Plaintiff:

Chad W. Burgess, Esq.
 Brock & Scott, PLLC
 3800 Fernandina Road, Ste 110
 Columbia, SC 29210
 803-454-3541

This the 2nd day of November 2023.

Respectfully Submitted,



Terry Lennette Grant, Defendant, Pro Se
 P O Box 21936
 Hilton Head Island, SC 29926
 843-301-5750

2023 NOV -2 PM 4:28
 CLERK OF COURT
 BEAUFORT COUNTY, SC