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Nov 25 2024

SC Court of Appeals

THE STATE OF SOUTH CAROLINA

In the Court of Appeals

APPEAL FROM BEAUFORT COUNTY

Court of Common Pleas

Case No: 2016CP0701466

Benjamin C.P. Sapp, Special Referee, Circuit Court

Appellate Case No. 2023-001394

**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**

Respondent,

v.

Terry Lennette Grant

Appellant.

**APPELLANT'S RECORD ON APPEAL
VOLUME II:Pages 519-799**

**Terry Lennette Grant, Pro Se
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Hilton Head Island, SC 29925
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November 20, 2024**

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 Alls,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

**MEMORANDUM IN OPPOSITION TO
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT**

I. INTRODUCTION AND FACTS

The Plaintiff respectfully submits this memorandum in opposition to the Defendant's motion for summary judgment filed October 21, 2022 and as a supplement in support of its renewed motion for summary judgment. The Plaintiff hereby incorporates herein by reference the previously filed memoranda in support of summary judgment along with previously filed Plaintiff's affidavits. Briefly stated, this matter is one for foreclosure of a mortgage on real property located in Beaufort County. The Defendant, through her response to the Plaintiff's renewed motion for summary judgment and in her motion for summary judgment, raises essentially two issues: (1) that she never entered into the subject Note and Mortgage. (*See* Defendant's Affidavit filed October 6, 2022, Paragraphs 2 through 4) and (2) that the Plaintiff does not have standing to bring the subject foreclosure action.

This memorandum will reflect that the Defendant's motion for summary judgment should be denied and the Plaintiff's motion for summary judgment should be granted.

II. SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate when "the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter

of law.” SCRCP, Rule 56(c). Summary judgment allows courts to expedite the disposition of cases when “reasonable minds cannot differ on plain, palpable, and indisputable facts.” *George v. Fabri*, 345 S.C. 440, 452, 548 S.E.2d 868, 874 (2001); *see also Ellis v. Davidson*, 358 S.C. 509, 518, 595 S.E.2d 817, 822 (Ct. App. 2004).

In considering a motion for summary judgment, the court must view all facts, and reasonable inferences drawn from the facts, in the light most favorable to the non-moving party. *Willis v. Wu*, 362 S.C. 146, 151, 607 S.E.2d 63, 65 (2004); *see also Baughman v. Am. Tel. and Tel. Co.*, 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). The party seeking summary judgment has the initial burden of demonstrating the absence of a genuine issue of material fact. *Id.* Once the moving party meets this initial burden of showing an absence of evidentiary support for the non-moving party’s case, the non-moving party must come forward with specific facts that show there is a genuine issue remaining for trial. *SSI Med. Servs., Inc. v. Cox*, 301 S.C. 493, 498, 392 S.E.2d 789, 792 (1990).

III. DISCUSSION

1. **The Defendant’s motion for summary judgment and affidavit are both self-serving and contain demonstrably false statements that are inconsistent with the pleadings filed by the Defendant in this case.**

The Defendant’s motion references her response in opposition to the Plaintiff’s motion for summary judgment and affidavit filed October 6, 2022. These items all contain self-serving and demonstrably false statements that can neither establish the Defendant’s entitlement to summary judgment nor establish a scintilla of evidence necessary to withstand the Plaintiff’s motion for summary judgment.

The Defendant alleges she never entered into the subject note and Mortgage because the subject closing documents were “incorrectly prepared”. *See* Defendant’s Affidavit filed October 6, 2022, Paragraphs 2 through 4. These statements are inconsistent with the numerous answers filed by the Defendant in this case. *See* Defendant’s answers filed October 28, 2016, July 21, 2017, December 7, 2017, February 15, 2018. The Defendant’s answers consistently admit entering

into the subject Note and Mortgage. The Defendant's answers also consistently reference that the subject Mortgage had an incorrect legal description.

The issue of the subject mortgage's legal description was addressed and disposed in a prior foreclosure action (SC Civil Action No. 2010CP0701690). Plaintiff filed a motion for partial summary judgment regarding the subject Mortgage's legal description and said motion was granted on February 7, 2014. Plaintiff further received judgment of foreclosure in the 2010 action on May 28, 2014. Plaintiff vacated the foreclosure judgment of the 2010 action on January 14, 2016. The February 7, 2014, order granting partial summary judgment and reforming the subject Mortgage were not affected by the order vacating the foreclosure portion of the judgment and the reformation of mortgage are the law of the case as was cogently argued in the Plaintiff's Supplemental Memorandum in Support of Summary Judgment filed in this action on August 15, 2018.

The Defendant's assertion that she did not enter into the subject Note and Mortgage are not only inconsistent with the previous pleadings, but it is also patently false. Defendant asserts, and Plaintiff agrees, that the proceeds from the subject loan purportedly paid off a prior mortgage held by Mortgage Electronic Registration System's Inc, as nominee for GreenPoint Mortgage Funding, Inc. recorded in the Beaufort County Registry on December 15, 2003 in Book 1886 at Page 1116 (the "GreenPoint Mortgage"). A copy of the GreenPoint Mortgage is attached hereto and incorporated herein as **Exhibit "1"**. Defendant falsely claims that the Greenpoint Mortgage was paid off in 2004 and satisfied by a document recorded in the Beaufort County Registry on April 23, 2004 in Book 1942 at Page 2544. *See* Defendant's Affidavit filed October 6, 2022, Paragraph 2(D) and Exhibit #2 attached thereto. The document Defendant relies upon as evidence that the GreenPoint Mortgage was paid off in 2004 is a Partial Release of Mortgage which releases from the GreenPoint Mortgage a portion of land excluding the .46 acres which are the subject of the Plaintiff's Mortgage and this foreclosure action.

The Defendant's filings include the Settlement Statement from the subject closing which occurred on September 18, 2006 (*See* Defendant's Affidavit, Exhibit #1). The Settlement Statement indicates the amount of \$387,910.25 was paid to GreenPoint from the proceeds of the subject loan. Defendant has provided no evidence to show that the GreenPoint Mortgage was paid off in 2004. Attached hereto and incorporated herein as **Exhibit "2"** is a copy of the Satisfaction of Lost Mortgage filed by Mortgage Electronic Registration System's Inc, as nominee for

GreenPoint Mortgage Funding, Inc. recorded in the Beaufort County Registry on October 10, 2006, following the closing of the subject loan.

The Settlement Statement also shows a payoff of a second Mortgage to South Carolina Bank and Trust ("SCB&T Mortgage") in the amount of \$101,788.42. A copy of the SCB&T Mortgage recorded in the Beaufort County Registry on June 31, 2005, in Book 2220 at Page 1497 is attached hereto and incorporated herein as **Exhibit "3"**. A Satisfaction of the SCB&T Mortgage, a copy of which is attached hereto and incorporated herein as **Exhibit "4"**, was executed October 10, 2006, and recorded in the Beaufort County Registry on March 21, 2007 following the closing of the subject loan.

The Settlement Statement also shows a payment to the South Carolina Department of Revenue in the amount of \$22,837.33. Copies of the SCDOR Tax Lien recorded in the Beaufort County Registry on April 5, 2006 in Book 24 at Page 1305 and the Tax Lien Satisfaction recorded in the Beaufort County Registry on October 27, 2006 in Book 27 at Page 1942 are attached hereto and incorporated herein as **Exhibits "5" and "6"**. The Settlement Statement also shows payment to the United States IRS for Federal Tax in the amount of \$105,908.28. No Federal tax liens appear in the Beaufort County Registry.

The indisputable evidence of the funds from this loan being used to pay off prior debts owed by the Defendant put falsity to the Defendant's claim that she walked out of the closing without signing the subject Note. There is simply no genuine issue of material fact remaining regarding the Defendant having entered into and benefited from the subject loan and the Plaintiff is entitled to summary judgment regarding this issue.

2. The Plaintiff has standing to bring the subject foreclosure action.

The Defendant asserts Plaintiff lacks standing to pursue the foreclosure action both as grounds for her motion for summary judgment and against the Plaintiff's motion for summary judgment. "Standing refers to a party's right to make a legal claim or seek judicial enforcement of a duty or right." *Michael P. v. Greenville Cty. Dep't of Soc. Servs.*, 385, S.C. 407, 415, 684 S.E.2d 211, 215 (Ct. App. 2009) (citing *Powell ex re. Kelley v. Bank of Am.*, 379 S.C. 437, 444, 665 S.E.2d 237, 241 (Ct. App. 2008)). SCRCP Rule 17(a) provides that, "[e]very action shall be prosecuted in the name of the real party in interest" and further sets forth that, "[n]o actions shall

be dismissed on the ground that it is not prosecuted in the name of the real party in interest until such time has been allowed, after objection, for ratification of commencement of the action by, or joinder or substitution of, the real party in interest". In *Bank of America, N.A. v. Draper*, 405 S.C. 214, 746 S.E.2d 478 (Ct. App. 2013), the Court of Appeals took up the issue of standing in the context of a mortgage foreclosure and noted, "[t]he requirement of Standing is not an inflexible one." *Id.* at 220 (quoting *Sloan v. Sch. Dist. Of Greenville Cnty.*, 342 S.C. 515, 524, 537 S.E.2d 299, 304 (Ct. App. 2000)). The Court of Appeals further noted the following regarding transfers of Notes and Mortgages:

An assignee stands in the shoes of its assignor. *Twelfth RMA Partners, L.P. v. Nat'l Safe Corp.*, 335 S.C. 635, 639, 518 S.E.2d 44, 46 (Ct. App. 1999); see also S.C. Code Ann. §36-3-203(b) (Supp. 2012) (Providing a transfer of an instrument vests in the transferee any rights the transferor had). "[T]he assignment of a note secured by a mortgage carries with it an assignment of the mortgage, but...the assignment of the mortgage alone does not carry with it an assignment of the note." *Hahn v. Smith*, 157 S.C. 157, 167, 154 S.E. 112, 115 (1930); see also *Ballou v. Young*, 42 S.C. 1710, 176, 20 S.E. 84, 85 (1984) ("The Transfer of a note carries with it a mortgage given to secure payment of such note.").

Id. at 220. Thus, a holder of a note has standing as the real party in interest to bring a foreclosure action. In *Draper*, the Court of Appeals also acknowledged that a mortgage servicer has standing to initiate a foreclosure action. "Several bankruptcy courts and federal district courts, including those in South Carolina, have recognized the servicer of a loan to be a real party in interest and able to initiate a foreclosure. We agree with this view." *Id.* at 223.

Contrary to Defendant's assertion in her affidavit, the Plaintiff has produced the original Note for this Court's inspection in both this case and in the 2010 foreclosure action as in compliance with this Court's requirement. The original Note bears this Court's stamp which was placed on the document in conjunction with entry of foreclosure judgment in the 2010 foreclosure action and this action. On its face, the Note is a negotiable instrument as defined in S.C. Code Ann. §36-3-104. Plaintiff is the holder of the Note as defined in S.C. Code Ann. § 36-1-201 (b)(21)(A), formerly S.C. Code Ann. §36-1-201(20) as they are in possession of the negotiable instrument indorsed in blank. As the holder of the Note, Plaintiff is a "person entitled to enforce" the Note pursuant to S.C. Code Ann. § 36-3-301 as a matter of law.

Further, the Defendant lacks standing to challenge the transfer of the subject Note and Mortgage because she was not a party to said transfer. *In Re McFadden*, 471 BR 136 (2012); see

also Reese v. United States Bank Nat'l Ass'n, No. 3:11-2990-CMC-SVH, 2012 U.S. Dist. LEXIS 75652, at *8-9 (D.S.C. Apr. 30, 2012) ("Plaintiff is only a party to the Mortgage and, because the Assignment is a separate contract to which Plaintiff is not a party, she cannot question its validity"); *see also Windsor reen Owners Ass'n, Inc. v. Allied Signal, Inc.*, 362 S.C. 12, 605 S.E.2d 750 (Ct. App. 2004). ("Generally, one not in privity of contract with another cannot maintain an action against him for breach of contract.").

Based upon the foregoing, the Plaintiff has standing to bring the instant foreclosure action and therefore the Plaintiff's motion for summary judgment should be granted and the Defendant's motion should be denied as a matter of law.

III. CONCLUSION

The Defendant's motion for summary judgment and referenced documents do not establish that the Defendant is entitled to summary judgment, and they do not create a genuine issue of material fact that regarding the Plaintiff's motion for summary judgment. When taken as a whole, no material issue of fact remains to be decided. All dispositive issues fall in favor of the Plaintiff as a matter of law. Thus, when no issue of material fact exists, the appropriate action is Summary Judgment. *Spencer v. Miller*, 259 S.C. 453, 192 S.E.2d 863 (1972). Accordingly, the Plaintiff prays that the Court deny the Defendant's motion for summary judgment, award the Plaintiff Summary Judgment as to its foreclosure action, and grant the relief requested in its Complaint.

s/Chad W. Burgess
 SC Bar # 72520
 Brock & Scott, PLLC
 3800 Fernandina Road, Suite 110
 Columbia, SC 29210
 Phone 803-454-3540 Fax 803-454-3541
 chad.burgess@brockandscott.com
 Attorney for Plaintiff

Columbia, South Carolina
 Date: October 26, 2022



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 21936
HILTON HEAD SC 29925-1936

BEAUFORT COUNTY SC- ROD
BK 00024 PG 1305
DATE: 04/05/2006 12:00:28 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 power 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, costs 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:

COURT COSTS: 21,846.54
TOTAL: 1,102.33
\$22,948.87

TXPRC108

34

Exhibit 5 000001

ELECTRONICALLY FILED - 2022 Oct 26 11:06 AM - BEAUFORT COUNTY, SC - COMPLAINTS - CASE#2016CP0701466



of 799

11/06/05
HST
5 PB
DUBB
CARRON

STATE OF SOUTH CAROLINA } Date 10-10-06
COUNTY OF ORANGEBURG }

The note herein secured having been paid, the lien of this mortgage is satisfied and the Clerk of Court is directed to cancel same of record.

SOUTH CAROLINA BANK & TRUST, N.A.

WITNESS

By

[Signature]

BEAUFORT COUNTY SC - ROD
BK 02220 PGS 1497-1501
FILE NUM 2005072867
08/31/2006 11:22:55 AM
REC'D BY W HAZEL-BOLES RCPT# 35777
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)

1151060-116

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 08-24-2005..... and parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: TERRY LYNETTE GRANT, INDIVIDUALLY
226 WILD HORSE ROAD
HILTON HEAD ISLAND, SC 29928

BEAUFORT COUNTY SC- ROD
BK 02540 PG 0928
DATE: 03/21/2007 10:18:16 AM
INST # 2007022187 RCPT# 4782

- ☐ 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 226 WILD HORSE ROAD
(County)
..... HILTON 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").

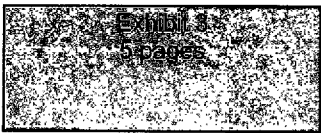
3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 200,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does 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, 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.



ELECTRONICALLY FILED - 2022 Oct 26 10:46 AM - BEAUFORT - COMMON DEAS - CASE#2018CP000466

Exhibit 4 000001

8-11/20/06
Mort



BEAUFORT COUNTY SC - ROD
BK 02220 PGS 1497-1501
FILE NUM 2005072867
08/31/2005 11:22:55 AM
REC'D BY W HAZEL-BOLES RCPT# 357770
RECORDING FEES 11.00

ELECTRONICALLY FILED - 2022 Oct 28 11:08 AM - BEAUFORT - COMMON PLEAS - CASE#2016C0197201468

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 08-24-2005..... 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

☐ 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
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 Mortgageor's performance under this Security Instrument, Mortgageor grants, bargains, conveys and mortgages to Lender the following described property:

The property is located in BEAUFORT at 228 WILD HORSE ROAD
(County)
..... HILTON 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, Mortgagee 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.

Exhibit 3 000061355

ELECTRONICALLY FILED - 2022 OCT 26 11:08 AM BEAUFORT - COMMON PLEAS - CASE#2018-0070-186

- 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 Mortgagors, 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 Inspection. 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.

Exhibit 3 000002

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents and certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under the 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 the 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. 591), 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 the 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 subject 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 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 an 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 section in 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 implicitly permits the variations 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 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.

Terry Lynette Grant (Signature) (Seal) (Date) (Seal) (Date)
(Signature) TERRY LYNETTE GRANT

Signed, sealed and delivered in the presence of:
Carol A Russell (Witness)
(Witness) *Christina Surprenant*

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, 2018.
Carol A Russell (Seal)
Christina Surprenant (Seal)
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 3 000005

2
5MFD
Green Point
8349

BEAUFORT COUNTY SC - ROD
BK 02456 PGS 1986-1987
FILE NUM 2008081835
10/10/2008 02:19:59 PM
REC'D BY B BING RCPT# 448863
RECORDING FEES 5.00

ELECTRONICALLY FILED - 2022 Oct 26 11:06 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0701466

When Recorded Return To:
GreenPoint Mortgage Funding, Inc.
2300 Brookstone Centre Parkway
Columbus, GA 31904
Prepared By: IRIS QUINONES

Satisfaction of Lost Mortgage



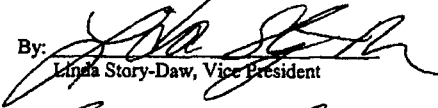
Loan Number 0082924036
MERS MIN# 10001380082240361

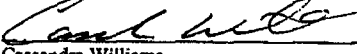
State of South Carolina County of Beaufort ,
Terry Lennette Grant Mortgagor to Mortgage Electronic Registration Systems, Inc. as Nominee of Green
Point Mortgage Funding, Inc. , Mortgagee Dated December 08, 2003 in the amount of \$398,000.00
recorded in book 01985, page 1116-1130.

Present Owner/Holder: Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point
Mortgage Funding, Inc.

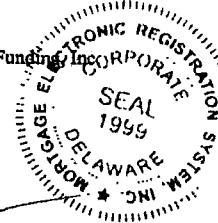
The undersigned, being the owner and holder of the above described mortgage, acknowledges that the debt
which was secured thereby has been paid in full and the lien of the mortgage is satisfied and cancelled
October 2, 2006.

Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc.

By: 
Linda Story-Daw, Vice President

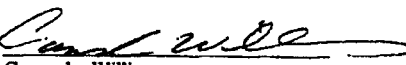

Cassandra Williams


Jack Horne III



PROBATE

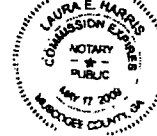
Personally appeared before me the undersigned witness, who, being duly sworn, says that he/she saw the
within named Owner/Holder sign, seal and deliver the within Lost Mortgage Satisfaction; and that he/she
with the other witness whose signature appears above, witnessed the execution there.

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.

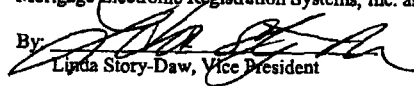

Laura E. Harris, Notary Public
My Commission Expires: May 17, 2009



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.

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.

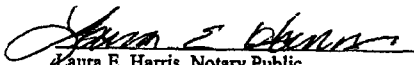

Laura E. Harris, Notary Public
My Commission Expires: May 17, 2009



Exhibit 2 000001

When Recorded Return To:
GreenPoint Mortgage Funding, Inc.
2300 Brookstone Centre Pkwy.
Columbus, GA 31904
Prepared By: IRIS QUINONES

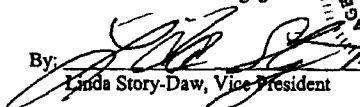
Affidavit of Lost Note

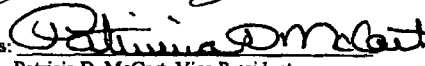
Loan Number 0082924036
MERS MIN# 10001380082240361

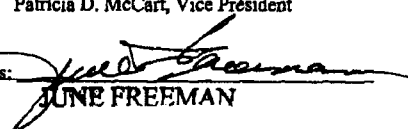
State of South Carolina
County of Beaufort

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

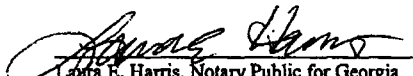

Laura E. Harris, Notary Public for Georgia
My Commission Expires: May 17, 2009



Exhibit 2 000002

Exhibit 1
15 pages

GreenPoint Mortgage Funding, Inc.
[Company Name]

33 San Pablo Avenue
[Street Address]

[Space Above This Line For Recording Data]

MIN 100013800829240361

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.

(B) "Borrower" is Terry Lennette Grant

(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.

Lender is a Corporation organized and existing under the laws of the State of New York. Lender's address is 100 Wood Hollow Drive, Nevada, CA 94945

South Carolina Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 —THE COMPLIANCE SOURCE, INC.—
 Page 1 of 14
 www.compliancesource.com
 MERS Modified Form 3041 01/01
 14391HC 48/90
 ©2000, The Compliance Source, Inc.



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-appealable 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



OR BK 01885 PAGE 1118

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

Hilton Head Island *(City)* *(Street)*
 , 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:

South Carolina Mortgage-Single Family-Pamela Mae/Fredrick Mac UNIFORM INSTRUMENT MERS Modified Form 3041 01/01
 ---THE COMPLIANCE SOURCE, INC.--- Page 3 of 14 10/01/2000, The Compliance Source, Inc.



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 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



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

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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.

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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 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

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provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(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.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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:

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Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with



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the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Carol A Russell
 Carol A Russell
 Printed Name: *(Please Complete)*

Terry Lennette Grant
 Terry Lennette Grant
 Printed Name: *(Please Complete)*

(Seal)
 -Borrower

Chantal L. Foguth
 Chantal L. Foguth
 Printed Name: *(Please Complete)*

(Seal)
 -Borrower

(Seal)
 -Borrower

(Seal)
 -Borrower

[Space Below for Acknowledgment]

State of South Carolina

§
 §
 §

County of Beaufort

South Carolina Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 —THE COMPLIANCE SOURCE, INC.—
 www.compliance-source.com

MERS Modified Form 3041 01/01

LAMISC 09/08
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OR BK D1885 PAGE 1129

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 documents) 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

(Seal)

day of December, 2003.

Nancy Public SC

My Commission Expires: 1/31/2010

Exhibit 1 000014

South Carolina Mortgage-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT MEPS Modified Form 3041 01/01
---THE COMPLIANCE SOURCE, INC.---
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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 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 1 000015

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

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendants.

) IN THE COURT OF COMMON PLEAS

)

) C/A NO.: 2016-CP-07-01466

)

)

)

)

) RETURN TO PLAINTIFF'S

) OPPOSITION OF DEFENDANT'S

) SUMMARY JUDGMENT AND TO

) DISMISS

)

)

)

)

)

)

2022 OCT 28 AM 9:54
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

The summary judgment can not be granted in favor of the Plaintiff because there are arguments of material facts that are in dispute.

The Defendant filed a motion for summary judgment on October 21st 2022. The plaintiff has provided what it calls a "memorandum in opposition to the defendant's motion for summary judgment" on October 26, 2022, however; the plaintiff if fails to address the Defendants' pleadings, answers admissions and affidavits and other documents put forth in the my motion for summary judgment By attempting to brush them off and continue to argue the facts and points from his own (Plaintiff's), summary judgment motion that is before the court.

The Plaintiff states that they hereby incorporate here within by reference the previously filed memorandum in support of summary judgment along with previously filed plaintiffs affidavits. Yet, they are trying to mislead the court by only attaching certain exhibits that were referred to by record, that may appear to be in their favor, whilst pretending the others do not exist. Why would they not include a copy of the release? Because the release proves that the mortgage did not include the subject property that the defendant is being sued for.

For example, Plaintiff make reference to the Partial Release of Mortgage; however, did not use it as an exhibit, because the original Green Point Mortgage Plaintiff submitted as exhibit #1 (See Plaintiff Exh. 1), that has Exhibit A for legal description attached, which contradicts the Partial Release of Mortgage.

Exhibit A for the legal description, attached to the Partial Release of Mortgage (See Defendant's Exhibit "Partial Release of Mortgage) has language that does not exist in the original Green Point Mortgage. The Green Point Mortgage never included the .46 acres of my property; however, the Partial Release of Mortgage erroneously included my .46 acres in the Exhibit A of the documents.

Summary judgment standard States that the summary judgment is appropriate when the pleading's depositions, answers to interrogatories and admissions on file together with the affidavits if any show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Summary Judgment allows the court to expedite the disposition of cases when "reasonable minds cannot differ on plain; it's not different on playing palatable and indisputable facts". In considering a motion for summary judgment, the court must view all facts and reasonable inferences drawn from the facts, in the light most favorable to the nonmoving party.

The party seeking summary judgment has the initial burden of demonstrating the absence of genuine issue of material fact. Once the moving party meets this initial burden of showing an absence of evidentiary support for the nonmoving party's case, then the moving party must come forward with specific facts that show there is genuine issue remaining for trial. In this case the Plaintiff has failed to demonstrate that a summary judgment is appropriate.

The Plaintiff States that this matter is one of foreclosure a of a mortgage on real property located in Beaufort County South Carolina, however, they have failed to respond on a point by point basis to the Defendants motion for summary judgment which provides the Plaintiffs admission of an alleged corrective Assignment of mortgage dated November 18, 2018 and recorded in the office of Beaufort county register of deeds. This document alone shows that at no time prior to that did the Plaintiff actually have standing to bring this foreclosure suit.

Specifically the Plaintiffs reference the greenpoint mortgage and point mortgage and incorporate a copy of it they then go on to reference the release of the mortgage however they don't provide a copy of it. The plaintiff's attorney alleges that the Defendant has provided no evidence to show that the green point mortgage was paid off in 2004; however that is what the satisfaction states. The Partial Release of Mortgage clearly states \$398,000 the amount of the original Green Point Mortgage was paid and satisfied April 21, 2004. Has the plaintiff attorney come up with a receipt to show how their client is a real party of interest in this property from greenpoint?? Is there an assignment of mortgage or note? No.

The alleged closing was supposed to have been taken on September 18, 2006. The Sept 19, 2006 email-presented in Defendant's motion for summary judgment clearly proves that closing could not have taken place. They were still questioning which property was supposed to have been included in the alleged mortgage of 3.95 acres or .46 acres. Which clearly shows it could not have been both properties as alleged by the consent order the Judge Dukes granted to revise the legal description. In addition, they did not have a signed loan application Form 1003), by their own admission.

Mortgage assignment created December 2, 2009, further proving that Plaintiff did not have the mortgage nor standing to sue for foreclosure. As the Plaintiff realized they did not have the mortgage, they started creating documents. They also submitted these documents to the court which can be considered fraud upon the court. They filed a lawsuit against me on December 1, 2009, not having the assignment. By law, this was cited in my motion, the note follows the mortgage and the mortgage follows the note. It definitely was separated by years.

Plaintiff then vacated and dismissed this case filed December 1, 2009 on or around February 10, 2010. Plaintiff refiled another case against Defendant April 12, 2010; however, after which time they realized they did not have the note. So they decided to create an allonge June 25, 2012, (2 ½) years later. By law, this was cited in my motion, the note follows the mortgage and the mortgage follows the note. It definitely was separated by years. Again confirming by their own admission through the creation of these documents, in an attempt to mislead the court ruling on a foreclosure without legal standing.

Plaintiff, then vacated and dismissed this case that was filed on April 12, 2010. On or around May 28, 2014 Plaintiff was granted a foreclosure judgment; however, instead of moving forward with the foreclosure judgment they were granted, they decided to vacate and dismiss the foreclosure judgment on January 14, 2016.

Six Months later, Plaintiff filed another lawsuit against the Defendant on June 16, 2016. Defendant has lost so much money, time, resources, energy and health, she decided to file for bankruptcy protection. At which time Plaintiff filed a motion to stay on September 20, 2018; however, this time they realized they still did not have a valid mortgage. They now have a corrective assignment of Mortgage created on November 9, 2018 and filed November 18, 2018. Further, by their own admission, by preparing and filing this document, it supports my argument from the very beginning Dec 1, 2009, nine years later.

Plaintiff never have had legal standing, nor the right to sue for foreclosure. According to UCC 3:309(2) states the Plaintiff must prove its right to enforce the instrument. Plaintiff still has not proven it. According to Glaski vs Bank of America N.A., 218 Cal. App 4th 1079 which ruled that the foreclosing entity must have both ORIGINAL NOTE AND MORTGAGE at the time of

the foreclosure. Plaintiff, by having the assignment created Dec 2, 2009, one day after they filed for foreclosure against my property, proves they did not have legal right or standing to sue, as a matter of law. Plaintiff had a corrective assignment of mortgage created for them (9) nine years later, further supporting my argument, that the Plaintiff did not have the right or legal standing to foreclose on my property. The Judge ruled several times in Plaintiff's favor, even though Plaintiff did not have nor did Plaintiff prove that they had legal standing and/or the right to foreclose on my property for over (13) thirteen years.

Plaintiff's exhibit #7 that was just submitted yesterday, October 27, 2022 has been altered and fabricated. Defendant found nothing filed as April 10, 2017 or nothing close to that date with her answer in the affirmative as it relates to signing the Note as depicted in item 3 of exhibit #7. As it relates to item #5 "said Mortgage described property as follows: Parcel Number: "R5IO 007 000 OI8A 000". This parcel number has been altered and altered incorrectly. There are letters where numbers should be and the font is on a major different size as it corresponds with the rest of the document. The legal description on page (2) two is also incorrect demonstrating a fraudulent and altered document R5IO-007-000-OJ 7B 000 is not and was not ever on any document throughout this process where my signature can be found on it. If you have it, produce it with a wet ink signature.

The altered document clearly shows how the paragraph was altered and which ones were altered by their misalignment. In addition, am I being sued for .46 acres or .38 acres plus .10 which equals .48 as referenced in Plaintiff exhibit #7. Exhibit #7 is not even the same tax map property number that is included in the Plaintiff's complaint. This further demonstrates the Plaintiffs willingness to submit documents to support their case that has been fraudulently created and conflict with previously fraudulent documents that they created, submitted and filed. After receiving exhibit #7 today, I am even more confused as to what I am being sued for. Is it the property reference in the original mortgage, the reformed mortgage or the document sent to me today marked as exhibit #7. Please note all three of these submissions made by the Plaintiffs attorneys, at different times along this process, leave us with four different parcel numbers. All of which are incorrect. Further, William Sloan did not have my permission to allow anyone to amend the legal description adding my property to a mortgage. There was a legal title search that was done during this time, which clearly showed that there was no mortgage on my property. A title search was conducted which clearly shows that there was no mortgage on my house .46 acres (See Attached title search).

Plaintiff opposition to my motion for summary judgment does not address the facts set forth in the motion for summary judgment. Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admit to the fact that Mortgage Electronic Registration Systems, Inc was not a legal entity in the state of South Carolina when they assignment the mortgage to Deutsche Bank National Trust Company,

NovaStar Mortgage, Inc was not a legal entity in the state of South Carolina, when the non legal entity MERS, Inc as nominee for another non legal entity NovaStar, leaving it impossible to assign any mortgage to Deutsche Bank National Trust Company as set forth is my motion for summary judgment.

Since the Plaintiff did not address Plaintiff agrees and admits to the fact that the Disclosure of Notice of Right to Cancel according to the TILA ACT 15 USC Section 1601 et seq; 12 CFR Part 266 was not given to the Defendant.

Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admit to the fact that Deutsche Bank National Trust Company did not have the mortgage on December 1, 2009, when the lawsuit for foreclosure was filed against my property.

Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admits to the fact that the Note and the Mortgage were separated when the assignment of mortgage was created Dece 2, 2009.

Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admit to the fact that the Allonge of Note created on June 25, 2012 further serves as proof positive evidence that the Note and Mortgage was separated.

Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admit to the fact that the Corrective Assignment of Mortgage that was created November 9, 2018 serves as proof positive evidence that Plaintiff did not and was not in possession of a valid, correct nor enforceable instrument for over (9) nine years.

Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admit to the fact that at the August 3, 2021 hearing no original note nor original mortgage was submitted for the court records. This shows that Plaintiff was not in possession of the original note or mortgage as required by law when Plaintiff is the foreclosing entity.

Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admit to the fact that there was a lapse in the chain of title that caused a defect in the instrument, making it invalid. This is called "perfection" of the chain of titles. US Supreme Court Case Carpenter v Longan ruled where the note goes the deed must follow. The deed and the note can not be separated. Plaintiff separated both several times.

Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admit to the fact that as a matter of law (Case No S218973, Cal. Sup. Ct February 18, 2016) the homeowner has a legal standing to challenge an assignment of the mortgage loan contract in an action for wrongful foreclosure on the grounds that the assignment(s) is/are void.

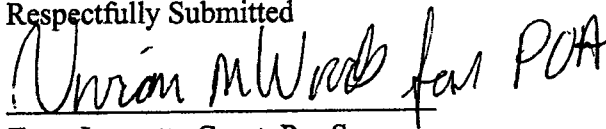
Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admit to the fact that according to Deutsche Bank vs Henrich court ruled that the US Supreme Court trumps everything the foreclosing party must own both note and mortgage, Deutsche Bank National Trust Company did not.

Since there are genuine issues of material facts to be decided, Plaintiff summary judgment should be denied and this foreclosure action against me should be dismissed with prejudice. As a matter of law. Defendant has submitted all documents, affidavits, exhibits, and all evidence necessary to support my opposition to the Plaintiff summary judgment. Defendant also submitted all necessary documents, affidavits, exhibits, and all evidence to support my motion for summary judgment. If all facts and evidence is being reasonably considered prior to making a ruling, the facts alone proves that a ruling in favor of Defendant should be granted with prejudice. It also proves that the Plaintiff's summary judgment should be dismissed as a matter of law.

Accordingly, Defendant asks this court to rule on the merits and facts, denying Plaintiff summary judgment with prejudice and granting Defendant summary judgment. In granting my summary judgment please include reasonable attorney fees and cost filed within my affidavit, as well as equitable relief for the (13) thirteen years of turmoil Plaintiff has put me through.

I SO MOVE,

Respectfully Submitted

 for POA

Terry Lennette Grant, Pro Se

P O Box 21936

Hilton Head Island, SC 29925

terrygrantseries@gmail.com

October 28, 2022

Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admit to the fact that as a matter of law (Case No S218973, Cal. Sup. Ct February 18, 2016) the homeowner has a legal standing to challenge an assignment of the mortgage loan contract in an action for wrongful foreclosure on the grounds that the assignment(s) is/are void.

Since Plaintiff did not address those genuine issues of material facts presented, it is fair to assume that the Plaintiff agrees and admit to the fact that according to Deutsche Bank vs Henrich court ruled that the US Supreme Court trumps everything the foreclosing party must own both note and mortgage, Deutsche Bank National Trust Company did not.

Since there are genuine issues of material facts to be decided, Plaintiff summary judgment should be denied and this foreclosure action against me should be dismissed with prejudice. As a matter of law. Defendant has submitted all documents, affidavits, exhibits, and all evidence necessary to support my opposition to the Plaintiff summary judgment. Defendant also submitted all necessary documents, affidavits, exhibits, and all evidence to support my motion for summary judgment. If all facts and evidence is being reasonably considered prior to making a ruling, the facts alone proves that a ruling in favor of Defendant should be granted with prejudice. It also proves that the Plaintiff's summary judgment should be dismissed as a matter of law.

Accordingly, Defendant asks this court to rule on the merits and facts, denying Plaintiff summary judgment with prejudice and granting Defendant summary judgment. In granting my summary judgment please include reasonable attorney fees and cost filed within my affidavit, as well as equitable relief for the (13) thirteen years of turmoil Plaintiff has put me through.

I SO MOVE,

Respectfully Submitted


 Terry Lennette Grant, Pro Se
 P O Box 21936
 Hilton Head Island, SC 29925
terrygrantseries@gmail.com

October 28, 2022

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 Lynnette Grant,

Defendant.

IN THE COURT OF COMMON PLEAS
C/A No.: 2016-CP-07-01466

**PLAINTIFF'S MOTION TO ALTER OR
AMEND**

TO: DEFENDANT TERRY LENNETTE GRANT:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through its undersigned attorney, will, on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard, move before The Honorable Marvin H. Dukes, III, as Master-in-Equity for Beaufort County, for an Order pursuant to Rule 59 of the South Carolina Rules of Civil Procedure altering, amending, or rescinding the Order of Recusal filed December 1, 2022 in the above matter.

This Motion is made upon the grounds that Judge Dukes is not disqualified from acting as presiding judge in this matter. This Motion is supported by the South Carolina Rules of Civil Procedure, relevant case law, and any discovery, affidavits, or memoranda presented.

Respectfully submitted,

s/ Chad W. Burgess
SC Bar #: 72520
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Attorney for Plaintiff
Chad.Burgess@brockandscott.com

Dated: December 1, 2022
Columbia, 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 Lynnette Grant,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A No.: 2016-CP-07-01466

**MEMORANDUM IN SUPPORT OF
PLAINTIFF'S MOTION TO ALTER OR
AMEND**

I. INTRODUCTION AND FACTS

The subject action is one for foreclosure of real property located in Beaufort County, South Carolina. The Plaintiff's Lis Pendens, Summons, and Complaint were filed on June 29, 2016. Defendant Terry Grant (the "Defendant" or "Grant") answered in this action and the case has been litigated for over eight years.

The matter was referred to The Honorable Marvin H. Dukes, III, as Master in Equity for Beaufort County by Order filed March 15, 2017. On November 28, 2022, two days prior to a hearing on pending motions for summary judgment by both parties, Defendant filed an action in the United States District Court for the District of South Carolina (USDC civil action number 9:22-cv-04262-DCN-MGB). Defendant's District Court action names numerous parties including counsel for the Plaintiff, the Beaufort County Register of Deeds, County Administrator, and Judge Dukes.

The Honorable Marvin H. Dukes, III, entered an Order of Recusal on December 1, 2022. This memorandum will reflect that the December 1, 2022, Order should be reconsidered, altered, or amended to withdraw Judge Dukes' recusal from the case as the Defendant has alleged no grounds for which Judge Dukes should be disqualified from acting as the presiding judge in this case.

II. ARGUMENT

A. The Defendant's District Court action provides no grounds upon which Judge Dukes should recuse himself as presiding judge in this case.

Initially, it should be noted that Defendant's District Court action is frivolous on its face and appears to be similar nature of sovereign citizens pleadings. The United States District Court has not authorized the action to be served on any party. For the purposes of this memorandum, the term sovereign citizen is used to refer to individuals who are members of or involved with one of a number of loosely associated and diverse groups with varying belief systems that are generally anti-government and anti-authority. Sovereign citizen filings are commonly interposed for the illegitimate purposes of delaying or denying the institution of justice in criminal and civil matters. *See, France v. Mackey*, 2020 WL 6385562, *5, No. 2:20-cv-2424-BHH-MHC (D.S.C. Oct. 7, 2020) (collecting cases and sources explaining "sovereign citizen" theory). Such filings are often voluminous, contain no cognizable legal theory in presenting their argument and have even been described as a growing domestic threat. *Id.*

The Defendant's District Court action contains vague and provably false allegations that Judge Dukes "has been allowing fraudulent documents to pass through his courtroom". To the extent that the Defendant's action can be construed as a request for Judge Dukes' recusal from acting as Master in Equity in this action, South Carolina has a firmly established framework for analyzing such a request:

Under South Carolina law, if there is no evidence of judicial prejudice, a judge's failure to disqualify himself will not be reversed on appeal. *Roche v. Young Bros., Inc.*, 332 S.C. 75, 504 S.E.2d 311 (1998). In *Roche*, the Court applied Canon 3(E)(1)(a) of Rule 501, SCACR. Under Canon 3(E)(1)(a), a judge should disqualify himself in a proceeding in which his impartiality might reasonably be questioned, including but not limited to, instances where he has a personal bias or prejudice against a party. It is not sufficient for a party seeking disqualification to simply allege bias; the party must show some evidence of bias or prejudice. *Mallett v. Mallett*, 323 S.C. 141, 473 S.E.2d 804 (Ct.App.1996). If there is no evidence of judicial bias or prejudice, a judge's failure to disqualify himself will not be reversed on appeal. *Ellis v. Procter & Gamble Dist. Co.*, 315 S.C. 283, 433 S.E.2d 856 (1993).

Patel v. Patel, 359 S.C. 515, 524, 599 S.E.2d 114, 118 (2004).

The Defendant has not alleged or shown any evidence of prejudice, bias, conflict of interest, or any other grounds upon which Judge Dukes should refuse himself. While the Defendants' action expressed her disagreement with the evidence presented in the foreclosure and frivolously couched her disagreement in terms of others perpetrating fraud allowed by this Court, here allegations are a far cry from establishing evidence of judicial bias, prejudice or establishing that Judge Dukes' impartiality may reasonably be questioned.

Counsel for the Plaintiff is candidly unable to fathom any cognizable allegation of a conflict against Judge Dukes from the allegations of the Defendant's District Court action nor any other coherent reason for Judge Dukes to be recused from serving as Master in Equity in this matter.

III. CONCLUSION

The Defendant has asserted no coherent grounds upon which Judge Dukes should recuse himself from the case and there has been no showing that such grounds exist. Therefore, the Plaintiff respectfully requests that the Order of Recusal entered December 1, 2022 be withdrawn and The Honorable Marvin H. Dukes, III, as Master in Equity for Beaufort County remain as the presiding judge in this matter.

Respectfully submitted,

s/ Chad W. Burgess
 SC Bar #: 72520
 Brock & Scott, PLLC
 3800 Fernandina Road, Suite 110
 Columbia, SC 29210
 Phone 803-454-3540
 Attorney for Plaintiff
 Chad.Burgess@brockandscott.com

Dated: December 1, 2022
 Columbia, South Carolina

STATE OF SOUTH CAROLINA
OF BEAUFORT

) IN THE CIRCUIT COURT
) FOURTEENTH JUDICIAL CIRCUIT COUNTY
) 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 J/2006-5,)

Plaintiff,

vs

Terry Lennette Grant; Catherine Alls,

Defendant(s)

)
)
)
) **DEFENDANT'S OPPOSITION TO**
) **PLAINTIFF'S MOTION TO ALTER**
) **OR AMEND**
)
)
)

2022 DEC -5 PM 2:57
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURTS

TO: Chad W. Burgess ,Esq. and the Brock & Scott Law Firm; Attorneys for the Plaintiff.

YOU WILL PLEASE TAKE NOTICE that I, the undersigned, will, on this day, or soon thereafter will be filing this Opposition to Plaintiff's Motion to Alter or Amend before The Honorable Marvin H Dukes III, as a recused Judge in this Case for him to sustain his Order of Recusal. The Honorable Marvin H Duke III has disqualified himself and is no longer able to preside over any action in this Case. Judge Dukes disqualified and recused himself of December 1, 2022 (See Judge Duke's Order attached).

My opposition is supported by relevant case law, any discovery, affidavits, exhibits, and South Carolina Rules Of Civil Procedure. SCRCP 59 does not apply in this case. It applies to judgments and not the Judge's Order to Recuse himself.

Respectfully Submitted,


Dr. Terry Lennette Grant, Pro Se
P O Box 21936
Hilton Head Island, SC 29925
terrygrantseries@gmail.com

Dated: December 4, 2022

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 Alls,

Defendant(s)

) IN THE CIRCUIT COURT
) FOURTEENTH JUDICIAL CIRCUIT
) C/A NO.: 2016-CP-07-01466
)

) MEMORANDUM IN SUPPORT OF
) DEFENDANT'S OPPOSITION TO
) PLAINTIFF'S MOTION TO ALTER
OR AMEND

2022 DEC -5 PM 2:58
JERRI ANN ROSE
CLERK OF COURT
BEAUFORT COUNTY, SC

TO: Chad W. Burgess ,Esq. and the Brock & Scott Law Firm; Attorneys for the Plaintiff.

I

INTRODUCTION AND FACTS

I am submitting this memorandum in support of my opposition to Plaintiff's motion to alter or amend. Plaintiff alleged that this case has been litigated for exactly "eight years"; however, this case has actually been litigated (13) thirteen years as of December 1, 2022. This action has been filed three separate times, by three different law firms with the later being Brock & Scott, PLLC. However, the Plaintiff, through their current attorney did file Lis Pendens, Summons, and Complaint on June 29, 2016 on **parcel number R510 007 000 017B 0000 (See Exhibit# 1 Title to this Property)**(Not my property). I answered in all previous actions against me and my property, which all has been vacated and dismissed. However, August 3, 2021's foreclosure judgment was vacated and set aside to address my relief of judgment that was granted by the South

Carolina Court of Appeals and remanded back to the lower court.

This matter has always been before the Court of Common Pleas, Judge Marvin H. Dukes, III, as Master-In-Equity for Beaufort County well before Order filed on March 15, 2017. December 1, 2009¹ case was initially filed against me by Finkel Law Firm, LLC (See **Exhibit #2 Lis Pendens**) Case No:2009-CP-07-05612 which was vacated and dismissed on February 12, 2010 (Refer to Exhibit #2).

Plaintiff re-filed another lawsuit against me and my property on April 12, 2010 Case No: 2010-CP-07-01690 by Callison, Tighe and Robinson, 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. Plaintiff was granted foreclosure judgment on or around May 28, 2014 (See **Exhibit #3 Order Vacating Judgment**). This case was by order vacated and dismissed on January 14, 2016 (Refer to Exhibit #3)..

Plaintiff re-filed another lawsuit against me and my property on June 29, 2016, this time represented by Brock & Scott PLLC, all still under Judge Marvin H. Dukes III, Master-In-Equity for Beaufort County, SC Case No: 2016-CP-07-01466 (See **Exhibit #4**). However, each time Plaintiff vacated, dismissed then refiled the case with fabricated and created documents appearing under each law firm hired to represent the Plaintiff. This last document fabrication is Plaintiff exhibit #7 submitted by Chad Burgess on or around October 27, 2022. This document was dated April 2017, with William Sloan's alleged signature as if it was recorded within the court records. It was not filed. It does not exist in the court records throughout this case. In addition, the document itself has been altered, edited, copied, cut and pasted (forged)(See **exhibit #5 Plaintiff's Exhibit #7**) entered 1 day prior to hearing. Let's examine the contents :Grants Answers to Plaintiff's Request for questions 1) second page question 5) the Tax Map Number is incorrect R5I0-007-0J 7B 0000 (These fonts are inconsistent in style with the fonts in the rest of

¹ The promissory note owner is the only party that has the legal right to collect on the debt.

the document) and does not match any of my property or any one else for that matter. 2) third page Parcel Number:R5IO 007 000 OI8A 0000 (These fonts are inconsistent in style and size in comparison with the font in the rest of the document). 3) Fourth page, signature page does not have a date (April __, 2017); however, as I looked through the records for this document, it does not appear anywhere as being filed in the court records until October 27, 2022, (5) years later. (Deceptive Practice and most recent fraudulent document passing through the court)

Plaintiff's counsel's last document fraud act put the icing on the cake for me. When Chad Burgess submitted his Exhibit #7, that was the straw that broke the camel's back. I could no longer allow fraudulent documents to slide past this court and cause me to lose my property. In unison with all the other fraudulent documents that were passed through Judge Duke's courtroom, I was getting sick to my stomach as they tried to pull the wool over my eyes.

Over the years I have been pleading to Judge Dukes that Plaintiff was not a real party of interest to foreclose on my property and I did not have a mortgage. I brought all necessary documents to support my position. When Plaintiff filed the case against me December 1, 2009, they were represented by Finkel Law Firm. Plaintiff did not have ownership of the original mortgage or ownership of the original note. On December 2, 2009, Plaintiff had a document created (**See Exhibit #6 assignment of mortgage**)². This was filed with Beaufort County, Register of Deeds. This was clear evidence that Plaintiff did not have the standing to foreclose on my property. Judge Marvin H Dukes still granted Plaintiff a foreclosure judgment. The Plaintiff decided to vacate the foreclosure judgment and dismiss the case. Plaintiff then changes law firms.

Almost three years later, Plaintiff now represented by Callison, Tighe & Robinson in which they used the alleged assignment of mortgage to file a new lawsuit against me

² The law states that in order to foreclose the party must own and be in possession of both the original note and the original mortgage (UCC 3:309) (UCC 3:309(a))

and my property; however, they realized, even though they had this created assignment of mortgage, they did not have the original note. Plaintiff had a document created (See **Exhibit # 7 allonge to note**)³ created on **June 25, 2012**, which was filed with Beaufort County, Register of Deeds. This was clear evidence that the Plaintiff did not own the original note nor original mortgage. Judge Marvin H. Dukes III granted Plaintiff another foreclosure judgment. Plaintiff again decided to vacate the foreclosure judgment and dismiss the case. Plaintiff then changed law firms again.

To add insult to injury, (6) six years later, Plaintiff represented now by Brock & Scott files another lawsuit against me and my property; however, this time, they had and used the (2) two created documents 1) the assignment of mortgage created Dec 2, 2009 and 2) the allonge of Note, created June 25, 2012, which was filed with Beaufort County, Register of Deeds. *Glaski v. Bank of America, N.A.*, 218 Cal.App.4th 1079, 160 Cal. Rptr. 3d 449 (Cal. Ct. App. 2013)

On or around February 7, 2014, Judge Marvin H Dukes, III allegedly granted Plaintiff partial summary judgment, allowing Plaintiff to reform the legal description on the alleged mortgage, that had parcel number R510 007 017B 0000 as the property to secure this alleged mortgage and alleged note. This was and is not my property; however, this is the property I have been sued for over these years. Judge Marvin H Dukes, III allowed Plaintiff to reform the legal description on the alleged mortgage and Plaintiff changed it to parcel number R510 007 018A 0000 and they added an additional acreage .46 acres which included my house of my property that was never considered to be included in any original mortgage. The property that was allegedly included in the so-called mortgage was 3.95 acres.

³ The owner of the note must have the original note in their possession and the original mortgage to enforce a foreclosure action: *Wells Fargo bank, N.A. v. Lupori*, 8 A.3d 919 (pa. Super, 2010) (Foreclosure failed where no mortgage chain asserted. *Glaski v. Bank of America, N.A.*, 218 Cal.App.4th 1079, 160 Cal. Rptr. 3d 449 (Cal. Ct. App. 2013)

During the period between 2016 and 2018, Plaintiff represented by Brock & Scott, Judge Marvin H. Dukes, III granted and allowed Plaintiff to follow through with the reformation of the legal description as described above and then granted them a foreclosure judgment against me and my property. Even though they never presented Judge Marvin H Dukes III with the original mortgage or the original note as required by law, in order to foreclose on my property. Judge Marvin H Dukes III granted foreclosure judgment without examining or even looking at the so-called evidence. *Glaski v. Bank of America, N.A.*, 218 Cal.App.4th 1079, 160 Cal. Rptr. 3d 449 (Cal. Ct. App. 2013)

I filed for bankruptcy August 18, 2018. Plaintiff filed a Motion to Stay this case due to my bankruptcy on September 20, 2018. To pour salt into my wounds, during my bankruptcy process, on November 9, 2018, Plaintiff had a document created (**See Exhibit #8 corrective assignment of mortgage**) which was filed on November 16, 2018 with Beaufort County, Register of Deeds. This is almost (9) nine years after the alleged first assignment of mortgage. Judge Marvin H. Dukes III granted Plaintiff stay by Order of Stay. On or around December 18, 2018, I dismissed the bankruptcy. *Glaski v. Bank of America, N.A.*, 218 Cal.App.4th 1079, 160 Cal. Rptr. 3d 449 (Cal. Ct. App. 2013)

On or around May 5, 2020, Plaintiff filed a Motion to Restore the foreclosure lawsuit against me and my property. Judge Marvin H Dukes III granted Plaintiff motion. Now they are using this created document dated November 9, 2018 and filed with the Beaufort County, Register of Deeds and entered into the court records, ENTITLED "**CORRECTIVE ASSIGNMENT OF MORTGAGE**". Let's see if I got this clear. The assignment of the mortgage that was created for Plaintiff dated December 2, 2009, the day after Plaintiff filed their initial foreclosure lawsuit against me and my property, needed to be corrected (9) nine years later? This means that the Plaintiff never had a valid mortgage from the inception of the foreclosure lawsuit against me and my property all these years; however, Marvin H Dukes III always ruled in favor of the Plaintiff, even though they did not have the correct documentation to support their case against me and

my property. *Glaski v. Bank of America, N.A.*, 218 Cal.App.4th 1079, 160 Cal. Rptr. 3d 449 (Cal. Ct. App. 2013)

The final foreclosure judgment that Judge Marvin H Dukes III granted was August 3, 2021. At this hearing, Judge Marvin H Dukes III was asked if he wanted to “inspect prior to ruling” the “properly endorsed original note” that was allegedly in William Stork’s possession, according to the transcript (**See Exhibit # 9 Hearing transcript August 3, 2021**). Judge Marvin H Dukes’ response was, “I will take Counsel’s word, that in fact, that’s what you have in your hand, but I will ask you to go down the hall at the conclusion of this and get Jackie to stamp it and give it back to you”. Transcript of hearing provides proof that no evidence or exhibits was marked during this hearing (**See Exhibit#9 transcript page 2**). Judge Marvin H. Dukes, III ruled in favor of Plaintiff and granted another foreclosure judgment against me and my property with on any evidence to support their case. *Glaski v. Bank of America, N.A.*, 218 Cal.App.4th 1079, 160 Cal. Rptr. 3d 449 (Cal. Ct. App. 2013)

Throughout the entire procedure from December 1, 2009 until present, I asked, begged and pleaded to the Plaintiff through all the law firms and lawyers used, and Judge Marvin H Dukes III to provide me the opportunity to see the original note and the original mortgage, with my signature in blue ink. Not one of them provided the so-called properly endorsed original note or original mortgage, because it doesn't exist. The court in concert with the Plaintiff did not serve me to ensure that I missed the court hearing scheduled August 3, 2021. During my absence Plaintiff now can produce an original note and Judge Marvin H Dukes, III does not inspect it, just take Plaintiff Counsel Word for it!!! Come On.

Mail correspondence was sent to my physical location. Plaintiff served my previous attorney documents (3) years (**See Exhibit #10 correspondence to Willaim Sloan dated August 2021 violation of the Judge’s Order**) after he was relieved as my

attorney. Judge Marvin H Dukes included in his order dated May 22, 2018 (See **Exhibit #11 Judges Order**), "all correspondence from this court will be sent to Dr. Terry Lennette Grant P O Box 21936, Hilton Head Island, SC 29925. The Clerk of the Court violated that Judge's Order when correspondence was sent to my physical address 226 Wild Horse Road (See **Exhibit #12 mail returned to court dated August 11, 2021**). My house and all my property was scheduled for foreclosure sale on September 7, 2021 and again on October 4, 2021.

These transactions, fraudulent documents and other acts of deception, misrepresentation transpired and all passed through Judge Duke's courtroom with his approval. He granted Plaintiff foreclosure judgment not once, not twice, but three times and each time Plaintiff, represented by one of the three law firms mentioned above, submitted newly created documents that were entered into Beaufort County Register of Deeds and filed in the court. At no time did Judge Marvin H Dukes III ask any questions, nor listen to my arguments and objections to allowing the Plaintiff(s) to get away with these fraudulent acts of deception.

On November 28, 2022, I filed an action in the United States District Court for the District of South Carolina for several reasons, counts and causes of action. I will not get into the details here. The case number is as Plaintiff counsel mentioned in his motion and it includes all companies, organizations, enterprises and individuals that participated in each and every transaction and/or case against me and my property of these (13) thirteen years plus.

On or around October 27, 2022, I was informed that I needed surgery on October 31, 2022. I then realized I needed to put a power of attorney in place. I appointed someone to stand in my place at the hearing scheduled for October 28, 2022 with a court reporter present. This hearing was scheduled for Plaintiff's motion for summary judgment, my response in opposition to Plaintiff's summary judgment and my motion for

summary judgment. The power of attorney was in place to ensure that there was no delay in this case because of my absence. They decided not to allow my power of attorney to relay the information I already filed in court. They rescheduled the hearing for November 30, 2022 at 9:30a.m. I had surgery on October 31, 2022 and was in recovery until November 20, 2022; however, I am still recovering.

On November 30, 2022, when I arrived at the courthouse, it was brought to Judge Duke's and my attention that the court reporter was running late because of the weather. It was raining. This information was from Chad Burgess. We waited for some time to see if the court reporter would arrive. Chad Burgess then stated, while in the hallway, there was a mix up. The court reporter was not scheduled or they were over scheduled and will not be able to make it. He appears to be making attempts to get a replacement court reporter. It was asked of him, well was it the rain that stopped the court reporter from coming or you failed to schedule one, even though you had (30) thirty-days to secure a reporter, which one is it? Chad Burgess replied it was a scheduling mix up.

After waiting for approximately 15 minutes, I said I might have a solution to this problem. Please follow me in the courtroom. Chad Burgess followed me in the courtroom where I handed a copy of the federal case to him and one to Judge Duke's, while stating we might not need a court reporter today. At this point, Chad Burgess and Judge Duke's started reading the case or flipping through the pages.

They started discussing the possibility of rescheduling this hearing because the court reporter was not available. I needed to leave for medical reasons. So they scheduled a conference call for December 1, 2022 at 3:30 p.m. to discuss scheduling the next motion hearing.

On December 1, 2022 at 10:57 a.m. The Honorable Marvin H. Dukes, III entered an Order of Recusal into the court records (See **Exhibit# 13 Judge's Order**). This memorandum will reflect that the Judge's decision to recuse himself should not be

reconsidered, altered, amended to withdraw Judge Dukes' recusal from the case. I agree with Judge Duke's personal and professional decision to recuse himself from this case. If Judge Duke's decided to disqualify himself as the presiding judge in this case, it must mean he had a strong belief and reason for him to make the decision to recuse himself.

II.

ARGUMENT

It has become apparent to me and this court, The Honorable Marvin H. Dukes, III has done the most honorable act, recusing himself from this case. Evidently, Judge Dukes has consulted his own "emotions and conscience", and passed an "internal test of freedom" from disabling conflicts. According to the Model Code of Judicial Conduct, the language of the Code leaves no doubt that the recusal process is to be self-executing, without the need for a judge to wait for a recusal motion to be filed. At the start of each case a judge uses a checklist to assist in deciding whether he should disqualify himself from participating in the proceedings.

Plaintiff Counsel Chad Burgess has not provided any grounds or evidence to support his position as to whether Judge Dukes should change his decision to recuse himself from this case. Judge Duke's decision to disqualify himself from acting as the presiding judge in this case, is exactly that, Judge Duke's decision.

Plaintiff's Counsel Chad Burgess is not the attorney for Judge Duke's and should not be acting as such by filing a motion to alter or amend the Judge's decision to recuse himself. This can constitute a conflict of interest. Furthermore, Plaintiff has concluded that my filing a case in District Court played some role in the Judge's decision to recuse himself. However, the Order Vacating Order Of Reference and Order of Recusal clearly states, "Due to a conflict, in the above-referenced matter, I am recusing myself from this case....". The above-referenced matter is Case No 2016-CP-07-01466 that has been

going on so long, is what this order is referring to. The Judge's Order did not mention anything about my case in District Court. Chad Burgess is drawing his own personal conclusions about this matter and it should cease immediately.

For example: In the Plaintiff Motion to alter or amend, on page 2, Mr. Burgess writes, "it should be noted that the Defendant's District Court action is frivolous on its face and appears to be similar in nature to sovereign citizens pleadings". Mr Burgess has interjected his personal opinion about a case that has not been heard before any court and he concluded it to be frivolous. Mr. Burgess has also stated false information about me and my federal case that I filed, in this court's record, in reference to some kind of "sovereignty citizenship pleadings", which is false, untrue and not accurate. This is the same kind of false and/or fraud misrepresentation and misleading acts that created the pattern of legal misrepresentation that has been consistent since the initiation of the lawsuit against me and my property in this matter.

Mr Burgess has lied to this court about what is contained in my federal case filed, ny injecting the argument that he classified me as being involved with 'Loosely associated and diverse groups with varying belief systems that are generally anti-government and anti-authority". Mr Burgess has continued to character assassinate me with the verbiage alluding to my being some sort of "domestic threat".

Mr. Burgess stated in his motion that ``Defendant has not alleged or shown evidence of prejudice, bias, conflict of interest, or any other grounds upon which Judge Dukes should refuse himself". Let the record reflect that The Honorable Marvin H. Dukes III did not "refuse" himself. He recused himself. The Judge is old enough and responsible enough to decide whether he wanted to continue presiding over this case. The Judge personally, professionally and individually chose to recuse himself, stating there was a "conflict, in the above-referenced matter, I am recusing myself from this case..." Evidently, Judge Dukes disqualified himself because he realized that according to the

LESLIE W. ABRAMSON, Judicial Disqualification under Canon 3 of the Code of Judicial conduct 10 (2d ed. 1992) (1) A judge should [shall] disqualify himself in a proceeding in which his impartiality might reasonably be questioned, including but not limited to instances where: (a) he has a personal bias or prejudice concerning a party, or personal knowledge of disputed evidentiary facts concerning the proceeding; (b)....or any other interest that could be substantially affected by the outcome of the proceeding;.

In addition, One rationale for a judge's personal handling of recusal, is that the judge knows fully his own thoughts or feelings.(See e.g., *Spremo va Babchik*, 589 N.Y.S.2d 1019, 1022 (N.Y.App.Div 1992). Therefore, the trial court, in the exercise of its 'personal conscience' is the 'sole arbiter' of a claim that recusal is warranted. (See *Burdick vShearson American Express, Inc.*,559 N.Y.S.2d 506, 508 (N.Y.App. Div1990). The Honorable Marvin H. Dukes III knew fully his "thoughts or feelings" when he decided to recuse himself on December 1, 2022. The Honorable Marvin H. Dukes, III exercised his "personal conscience" when he had written and filed that his recusal is warranted by executing the Order Vacating Order of Reference and Order Of Recusal in his own court on December 1, 2022 at 10:57 a.m.

CONCLUSION

The Plaintiff's counsel has asserted no coherent grounds upon which Judge Dukes should withdraw his Order of Recusal. There have been instances where Plaintiff's counsel (Chad Burgess) misrepresented the facts, then resulted in outright lying to the court, about my federal case, in order to bias the Judge's decision. Therefore, I am respectfully requesting that the Order of Recusal entered

willingly by The Honorable Marvin H. Dukes III on December 1, 2022 at 10:57 a.m. be sustained and remain in full force as outlined in the Judge's Order and that The Honorable Marvin H. Dukes, III, as Master-In-Equity for Beaufort County will not return as presiding Judge in this matter. There will be no need for a motion hearing, because The Honorable Marvin H. Dukes III has already spoken, when he disqualified himself and filed an Order Of Recusal.

I SO MOVE,

Respectfully Submitted,



Dr. Terry Lennette Grant, Pro Se
P O Box 21936
Hilton Head Island, SC 29925
843-301-5750
terrygrantseries@gmail.com

Dated: December 4, 2022

Exhibit # 1

**Title to parcel number
R510 007 000 017B 000
JOSEPH SEGUIN
214 WILD HORSE RD**

McNair
3/10 RW
BJS
3007

ADD DMP Record 12/19/2005 11:48:41 AM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R510 007 000 017B 0000 00

BEAUFORT COUNTY SC - ROD
BK 02272 PGS 1350-1352
FILE NUM 2006099285
11/21/2005 11:42:35 AM
REC'D BY R WEBB RCPT# 377762
RECORDING FEES 10.00
County Tax 159.50
State Tax 377.00
Transfer Tax 362.50

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, Lindberg Bing (hereinafter "**Grantor**"), in the State aforesaid, for and in consideration of the sum of One Hundred Forty Five Thousand and no/100 (\$145,000.00) DOLLARS to the undersigned in hand paid at and before the sealing of these presents by **Joseph H. Seguin and Dawn R. Seguin** (hereinafter "**Grantees**"), residing at PO Box 7315, Hilton Head Island, SC 29938, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said **Grantees**, as joint tenants with rights of survivorship and not as tenants in common, and unto their heirs and assigns forever, in fee simple, the following described real property, to wit:

SEE attached Exhibit "A" for a detailed legal description of 214 Wild Horse Road, Hilton Head Island, SC.

THIS being the same property conveyed to the Grantor by Deed of Terry Lennette Grant, dated March 17, 2004, and recorded in the office of the Register of Deeds for Beaufort County, SC, in Book 1924 at Page 2535 also Deed book 1924 at page 2538.

THIS Deed was prepared by the law offices of Peter Wolf and Associates, PC, 94 Main Street, Suite C102, Hilton Head Island, SC, 29926, without benefit of title examination.

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

TO HAVE AND TO HOLD, all and singular, the said Premises above described unto the **Grantees**, holding title in the manner aforesaid, and unto their Heirs and Assigns forever.

Dist. 510 Map 7 Submap — Parcel 17B Block —

RECORDED
2005 Dec -20 09:44 AM
Sharon Q. Burns
BEAUFORT COUNTY AUDITOR

AND the Grantor does hereby bind the Grantor and the Grantor's Heirs, Legal Representatives, Successors and Assigns to warrant and forever defend, all and singular, the said Premises unto the said Grantees, and unto their Heirs, Legal Representatives, Successors and Assigns, as applicable, against the Grantor and the Grantor's Heirs and all persons whomsoever now or hereafter lawfully claiming, or to claim, the same or any part thereof.

WITNESS the hand and seal of the undersigned this the 1 day of MARCH, 2005.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

(2) [Signature]
Witness #1

(1) [Signature]
Lindberg Bing

(3) [Signature]
Notary Public

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT
under SC Code: 30-5-30(C)

I, the undersigned Notary Public, do hereby certify that the above Grantor personally appeared before me this 1 day of MARCH, 2005 and acknowledged the due execution of the foregoing Instrument.

(4) [Signature]
Notary Public for: SC
My Commission expires: 2, 12, 12

EXHIBIT "A"

(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 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, and being a portion of that certain piece, parcel or lot of land more particularly shown and identified as N/F Terry Grant, R510-007-000-018A on said Plat.

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 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, and being a portion of that certain piece, parcel or lot of land more particularly shown and identified as N/F Lindberg Bing, R510-007-000-017B on said Plat.

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.

AND the Grantor does hereby bind the Grantor and the Grantor's Heirs, Legal Representatives, Successors and Assigns to warrant and forever defend, all and singular, the said Premises unto the said Grantees, and unto their Heirs, Legal Representatives, Successors and Assigns, as applicable, against the Grantor and the Grantor's Heirs and all persons whomsoever now or hereafter lawfully claiming, or to claim, the same or any part thereof.

WITNESS the hand and seal of the undersigned this the 7 day of MARCH, 2005.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

(2) [Signature]
Witness #1

(1) [Signature]
Lindberg Bing

(3) [Signature]
Notary Public

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT
under SC Code: 30-5-30(C)

I, the undersigned Notary Public, do hereby certify that the above Grantor personally appeared before me this 7 day of MARCH, 2005 and acknowledged the due execution of the foregoing instrument.

(4) [Signature]
Notary Public for: SC

My Commission expires: 2, 12, 12

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ALSO

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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.

Exhibit # 2
Lis Pendens
2009LP0702680
Case No: 2009-CP-07-05612
Dismissed 2/12/2010



Beaufort County Fourteenth Judicial Circuit Public Index



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Switch View

Deutsche Bank National Trust Company vs. Terry Lennette Grant

Case Number:	2009LP0702680	Court Agency:	Beaufort County Common Pleas	Filed Date:	12/01/2009
Case Type:	Lis Pendens	Case Sub Type:	Foreclosure	File Type:	Non-Jury
Status:	Cancelled	Assigned Judge:			
Disposition:	LP Cancelled	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

Agency	Case #	External	Relationship	Description	Case Filed Date	Disposition Date	Case Status	Disposition
Beaufort County Common Pleas	2009CP0705612	N	CP	CP.LP to CP Transfer	12/01/2009	02/12/2010	Dismissed	Dismissed per Rule 41(a)

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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 12:05
JERRI ANN ROSE
BEAUFORT COUNTY, S.C.
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.

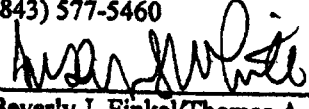
SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

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

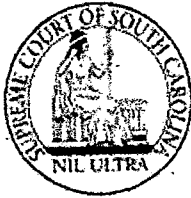
By:


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

November 30, 2009

Exhibit # 3

Case No: 2010-CP-07-01690
Dismissed 1/14/2016



Beaufort County Fourteenth Judicial Circuit Public Index



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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

Click the  icon to show associated parties.

Name	Address	Race	Sex	Year Of Birth	Party Type	Party Status	Last Updated
Ails, Catherine					Defendant		04/12/2010
Bing, Lindberg					Defendant		04/29/2011
☒ Brown, Suzanne E.	5431 Oleander Dr., Ste. 110 Wilmington NC 28403				Plaintiff Attorney		11/18/2015
☒ Deutsche Bank National Trust Company					Plaintiff		01/19/2016
☒ Grant, Terry Lennette	Post Office Box 21936 Hilton Head Island SC 29925				Defendant		12/30/2013
☒ Grant, Terry Lennette	Post Office Box 21936 Hilton Head Island SC 29925				Defendant Pro Se		07/05/2011
Koutrakos, Demetri K. (Inactive)	PO Box 1390 Columbia SC 292021390				Plaintiff Attorney		11/18/2015
☒ Novastar Mortgage Funding Trust					Plaintiff		04/12/2010
White, Susan S.(Inactive)	PO Box 71727 N. Charleston SC 29415				Plaintiff Attorney		11/18/2015

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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 Alls; Terry Lennette Grant; Lindberg Bing,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO. 2010-CP-07-01690

2010 CP-07-01690

ORDER VACATING JUDGMENT,
CANCELLING LIS PENDENS,
AND DISMISSING CASE

2016 JAN 15 PM 12:36
CLERK OF COURT
BEAUFORT COUNTY
SOUTH CAROLINA

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 SCRCPP 60(b)(5),

IT IS ORDERED:

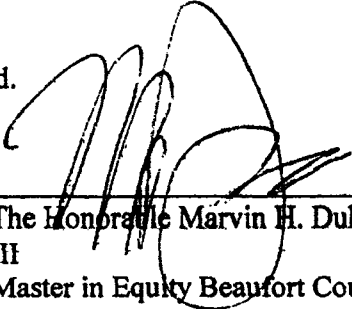
1. The Judgment of Foreclosure and Sale pertaining to the cause of action for foreclosure of the Mortgage and any Supplemental Judgment Order(s) is/are hereby vacated;
2. The Lis Pendens is marked canceled of record;
3. That any provision in any Judgment or Order in this case that extinguished, removed, 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.



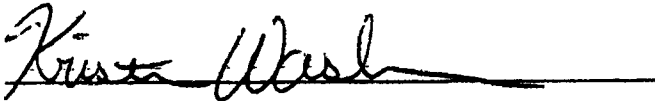
4. The Plaintiff may withdraw any original exhibits submitted in furtherance of this case;
5. "Plaintiff is unable to obtain consent from Defendant "Terry Lennette Grant." Consent was submitted to Defendants via U.S. Mail November 30, 2015 and December 10, 2015. To date Plaintiff has not received a response; 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 # 4

Case No: 2016-CP-07-01466

Parcel number

R510 007 000 017B 0000

Ails, 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 Ails	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 Ails	Filing		08/01/2016-11:02	09/20/2018-11:02	
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Catherine Ails	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	
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	

Exhibit # 5

Plaintiff's Exhibit #7 Grant Answers to Plaintiffs

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,

versus

Terry Lennette Grant and Catherine Alls,
Defendant(s).

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

**GRANT'S ANSWERS TO
PLAINTIFF'S REQUEST FOR
ADMISSION**

Comes now, Defendant Terry Lennette Grant, hereinafter referred to as "Grant", to respond to the Plaintiff's First Request for Admission as follows:

1. *Admit or deny that on September 18, 2006, the Defendant, Terry Lennette Grant, entered into a Mortgage Note ("Note") with NovaStar Mortgage, Inc., whereby the Defendant, Terry Lennette Grant, promised to repay the principal sum of \$680,000.00.*

Admitted

2. Admit or deny that the Note provides that the Defendant, Terry Lennette Grant will repay the principal sum, plus interest at the rate of 7.7500% per annum in monthly installments until the loan amount is paid in full.

Admitted

3. Admit or deny that the Defendant, Terry Lennette Grant, signed the Note and agreed to be bound by the provisions of the Note.

Admitted

4. Admit or deny that the document attached as Exhibit "A" is a true and accurate copy of the Note.

Grant lacks the information needed to admit or deny this item since she has not had a chance at this time to inspect the original note.

5. Admit or deny that, to secure payment of the Note, the Defendant Terry Lennette Grant did execute a real estate Mortgage ("Mortgage") covering real property located in Beaufort County and in said Mortgage described property as follows:

(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 R510-007-000-0J 7B 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, 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 O18A 0000**

Property Address: **226 Wildhorse Road, Hilton Head Island, SC 29926**

Denied as stated. The Defendant Grant does not currently own the subject property, nor did she own the subject property at the relevant times.

6. Admit or deny that the installments of principal and interest due for and after January 1, 2008 have not been paid although demand for the payment thereof has been made, thereby placing the Defendants in default under the terms of the Note and Mortgage.

Grant lacks the information needed to admit or deny this item.

7. Admit or deny that there is now due and owing the principal sum of \$672,991.46.
Defendant Grant lacks the information needed to admit or deny this item.

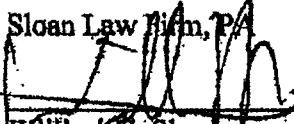
8. Admit or deny that any notice required by the terms of the Mortgage or by state or federal law has been given to the Defendants prior to the commencement of this action.

Denied.

9. Admit or deny that the Defendants has no legal defense(s) to this action.

Denied.

Sloan Law Firm, PA


William H. Sloan

SC Bar No. 69630

1055 North Main Street

Summerville, SC 29483

Tel: (843) 873-7531 | Fax: (843) 873-7527

whs@sloanlawfirm.net

Attorney for Defendant Terry Grant

April __, 2017

Exhibit 7
NNNNNN

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,

versus

Terry Lenette Grant and Catherine Ails,
Defendant(s).

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

CERTIFICATE OF MAILING

I, William H. Sloan, the undersigned attorney of Sloan Law Firm, PA, attorney for the Defendant Terry Lenette Grant, do hereby certify that on this 10th day of April, 2017, I served all counsel in this action with a copy of the pleading(s) hereinbelow specified by mailing a copy of the same by United States Mail, postage pre-paid, to the following address(es):

Pleading(s):

Grant's responses to Plaintiff's First Request for Admission

Party(ies) Served:

Cc: Caroline Glem, Esq.

Brock and Scott

3800 Fernandina Road, Suite 110

Columbia, SC 29210

Sloan Law Firm, PA

William H. Sloan

SC Bar No. 69630

1055 North Main Street

Summerville, SC 29483

Tel: (843) 873-7531 | Fax: (843) 873-7527

whs@sloanlawfirm.net

Attorney for Defendant Terry Grant

April 10, 2017

Exhibit # 6

Assignment of Mortgage Dated December 2, 2009

BEAUFORT COUNTY SC - 800
BK 02915 PG 0902
FILE NUM 2003070469
12/10/2009 04:19:25 PM
REC'D BY B BING RCPT# 603441
RECORDING FEES 6.00

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

51560.F30787/2000397847
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:

Witness #1 Stevanne Mitchell

Witness #2 Kelly Clark

STATE OF ND
COUNTY OF Dakota

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

By:

(Name of Officer) Alfonsa Greene

Title:

Vice President

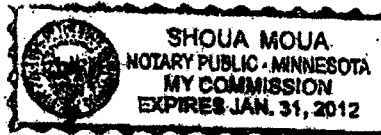
ACKNOWLEDGMENT
S.C. CODE 30-5-30

The undersigned, a Notary Public for the State of ND, 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 me

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 ND 58070

MIN# 100080190058808478

Exhibit # 7

**Allogne to Note
Dated June 25, 2012**

Prepared by: Nadiné Alvarez
When Recorded Mail To:
Ocwen 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: Kamali Martinez
Title: Vice-President

ATTORNEY CODE: 00855

Exhibit # 8

Corrective Assignment of Mortgage

Dated November 9, 2018

Filed November 16, 2018

Recording Requested By:
OCWEN LOAN SERVICING, LLC

When Recorded Return To:

OCWEN LOAN SERVICING, LLC
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402

CORRECTIVE ASSIGNMENT OF MORTGAGE

Beaufort, South Carolina
SELLER'S SERVICING #: 0071971014 "GRANT"
SELLER'S LENDER ID#: DCR7047.6
OLD SERVICING #: 2000397847

MIN #: 100080190058808478 SIS #: 1-888-679-6377

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 2026, 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., 1661 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: 09/18/2008 Recorded: 09/26/2008 in Book/Reel/Liber: 02448 Page/Folio: 0823 as Instrument No.: 2008077365 in the County of Beaufort, State of South Carolina.

Property Address: 226 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 2009070469 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


Radhame Nunez

WITNESS


Laura Chiusano

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: 06/06/20



(This area for notarial seal)

Exhibit # 9

Transcript of Hearing
Dated August 3, 2021

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.



APPEARANCES

William P. Stork, Esquire
 Brock & Scott, PLLC
 Westpark Center
 3800 Fernandina Road, Suite 110
 Columbia, South Carolina 29210
 Attorney for the Plaintiff

INDEX

<u>CALL TO ORDER:</u>	<u>PAGE:</u>
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 <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 # 10

**Plaintiff via Brock & Scott
Correspondence to
William Sloan
Dated August 11, 2021**

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 11th day of August, 2021, he/she served a copy of the below listed document(s) by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Master In Equity's Filed Order and Judgment of Foreclosure
and Sale
Notice of Sale

Party(ies) Served:

Terry Lennette Grant
c/o William H. Sloan, Esquire
Post Office Box 85
Summerville, SC 29484

Catherine Alls
3534 Timbercloth Trail
Snellville, GA 30039

Heather Martin
Brock & Scott, PLLC

Columbia, South Carolina

Exhibit # 11

**Judge Dukes Order stating
where to send me
Correspondence**

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,

versus

Terry Lennette Grant and Catherine Alls,
Defendant(s).

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

**ORDER RELIEVING WILLIAM
H. SLOAN AS ATTORNEY FOR
TERRY LENNETTE GRANT**

This case before me on May 13, 2018 for two motions filed by William H. Sloan, Esq. as attorney for Defendant Grant to:

- A. Reconsider a previous Order granting the Plaintiff's Motion to Amend Complaint with regards to the legal description of the Mortgage and
- B. Motion to Amend Answer

Present for the Plaintiff was Genevieve Johnson, Esq.

Catherine Alls did not appear although she was properly noticed for the hearings.

Prior to the case being called to Order, Mr. Sloan and Dr. Grant brought to the attention of the Court and Plaintiff's counsel that Dr. Grant wished to relieve Mr. Sloan as her attorney and to continue with her case pro-se.

Ms. Johnson did not object to this request to relieve Mr. Sloan as attorney for Dr. Grant.

Dr. Grant, while wishing to proceed pro-se immediately, was not properly prepared to argue the Motions that Mr. Sloan filed for her.

Previously, the Plaintiff wished to have its Motion for Summary Judgment on this day as well; however, this Motion was continued by consent of the parties present for approximately

60 days. After a discussion on the record, it was agreed that Grant's Motion filed by Sloan would be continued for approximately 30 days.

IT IS THEREFORE ORDERED THAT:

- a. William H. Sloan, Esq. is relieved as attorney for Terry Lennette Grant effective immediately.
- b. Grant's Motions filed by Sloan shall be continued until the next roster of Motions to take place either June 12 or June 13, 2018.
- c. Plaintiff's Motion for Summary Judgment shall not be scheduled before July 9, 2018.
- d. Defendant Terry Grant shall receive all further notices from this Court at:

Post Office Box 21936

Hilton Head Island, SC 29925-1936

843-301-5750

IT IS SO ORDERED!

The Honorable Marvin Dukes

Beaufort County Master in Equity

Beaufort, South Carolina

May __, 2018



Beaufort Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Terry Lennette Grant ,
defendant, et al
Case Number: 2016CP0701466
Type: Order/Relieve Counsel

So Ordered:

s/Marvin H. Dukes III #3069

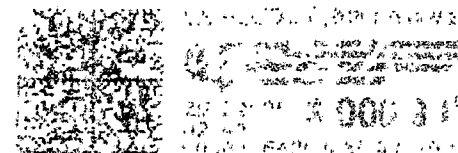
Electronically signed on 2018-05-22 11:48:41 page 3 of 3

Exhibit # 12

Judge Dukes Order and
Judgment of Foreclosure
Sale Correspondence from
Court Send to 226 Wild
Horse Road



2016-1466
JERRI ANN ROSENEAU
CLERK OF COURT
P.O. Drawer 1128
Beaufort, South Carolina 29901



Terry Lennette Grant
226 Wild Horse Road
Hilton Head

NIXT

246

0808/19/21

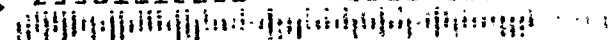
RETURN TO SENDER
NO MAIL RECEPTACLE
UNABLE TO FORWARD

NMR

SC: 20081112828

*2583 01081 13 28

29901>1128



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; Catherine Alls,
Defendant(s)

IN THE COURT OF COMMON PLEAS
CASE NO.: 2016-CP-07-01466

MASTER IN EQUITY'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE

DEFICIENCY WAIVED

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master In Equity 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 Master In Equity shall be directly to the South Carolina Court of Appeals.

Pursuant to the said reference, a hearing was held on August 3, 2021, a record was made which is reported herewith, and from the testimony and evidence I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on June 29, 2016 Amended Lis Pendens was filed November 9, 2017, and Re-Filed Lis Pendens was filed March 15, 2021..
2. The Summons and Complaint were filed on June 29, 2016, and Amended Summons and Complaint filed November 9, 2017..
3. Service was made upon the Defendants as is shown by the proofs of service filed herein.

File reference: 15-22471

CID541361

DID200284

4. The Defendant Terry Grant is not in default, Defendant Catherine Alls is in default as to the allegations in Plaintiff's Amended Summons and Complaint, as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.
6. The Defendant Terry Lennette Grant answered the Amended Summons and Complaint in this action and all Defendants have been notified of the time and date of this hearing.
7. The Defendants were notified of the time, date and place of hearing in this matter.
8. For value received, Terry Lennette Grant made, executed and delivered a note, dated September 18, 2006, promising thereby to pay to the order of NovaStar Mortgage, Inc. the sum of \$680,000.00 with interest at an adjustable rate initially of 7.75% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.
9. To better secure the payment of the Note described above, the said Terry Lennette Grant made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., in writing, dated September 18, 2006, covering real property in Beaufort County, which is the same as that described in the Complaint. The Mortgage was recorded on September 26, 2006 and is of record in the Beaufort County Registry in Book 2448 at page 823.
10. This mortgage constitutes a valid first lien on the subject property.
11. The legal description contained in the Mortgage was reformed by Order Granting Plaintiff's Motion for Partial Summary Judgment recorded February 7, 2014 in Civil Action No.

2010-CP-07-01690. Said Civil Action was dismissed; however, said dismissal was for the foreclosure portion of the action only, and any other judgments and causes of action were specifically preserved.

12. 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.

13. 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.

14. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

15. The titleholder(s) of record of the Property as of the filing of the Lis Pendens, Amended Lis Pendens, and Re-Filed Lis Pendens in this action was Terry Lennette Grant.

16. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

17. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing

the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$19,093.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to this point in time under the terms of the note and mortgage. Performance of additional services may result in a determination by this court that additional reasonable attorney's fees are due.

18. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	08/03/2021		\$672,991.46
Accrued interest from:	12/01/2007	to: 02/03/2021	\$ 688,278.85
Per diem interest from:	02/04/2021	to: 08/03/2021	\$25,864.90
Accruing at:	7.75% per annum		
Advancements to Escrow			\$ 169,542.43
Corporate Advances			\$ 41,863.72
Late charges:			\$ 2,681.27
Prior servicer fees:			\$ 2,672.03
Costs of collection prior to hearing:			\$ 1,454.21
Attorney's fees:			\$ 19,093.00

19. Total Debt secured by Note and Mortgage, is \$1,624,441.87. Interest shall be added to the total debt at the rate stated above until the date a judicial sale is conducted herein. Additional interest accrual after the date of such judicial sale will be governed by terms set forth herein below.

20. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRCP.

21. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRCP. The said Defendants and such claims or liens are as follows:

A. The Defendant, Catherine Alls, have 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 is hereby eliminated through a properly completed foreclosure sale.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$1,624,441.87, representing the Total Debt due to the Plaintiff as outlined above.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest as previously set forth at the rate of 7.75% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. Plaintiff's Motion for Summary Judgment is granted.
2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's

- attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.
3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Beaufort County Courthouse, City of Beaufort, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
- A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.75% per annum.
 - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - D. Purchaser to pay for the deed and the cost of recording the deed.
4. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.

File reference: 15-22471

5. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
6. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he/she will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his/her assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master In Equity or the Plaintiff may re-advertise the Property for sale on the next, or some other subsequent, sales day, according to the same terms set forth herein, and so on from time to time thereafter until a full compliance shall be secured.
7. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
8. That the undersigned Master In Equity shall apply the proceeds of the sale as follows:

FIRST: To the 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; and

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c),
SCRCP.

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, 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.
10. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Beaufort County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
11. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Beaufort County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises, and to keep said successful bidder or his assigns in such peaceable possession.
12. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master

In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

13. That it is further ORDERED ADJUDGED AND DECREED that the Deed and the Mortgage is reformed as described in the Findings of Fact herein above.

14. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON HILTON HEAD ISLAND, COUNTY OF BEAUFORT, STATE OF 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.R.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.R.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.," PREPARED FOR MS. TERRY L. GRANT BY DONALD R. COOK, JR., S.C.R.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.R.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.

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO TERRY LENNETTE GRANT BY DEED OF TERRY GRANT ENTERPRISES, INC. DATED AUGUST 9, 2001 AND RECORDED AUGUST 24, 2001 IN BOOK 1463 AT PAGE 54 AND RE-RECORDED FEBRUARY 10, 2004 IN BOOK 1908 AT PAGE 2034 IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 226 Wildhorse Road, Hilton Head Island, SC 29926

TMS: R510 007 000 018A 0000

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE

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

Terry Lennette Grant; Catherine Allis

DEFENDANT(S)

PLAINTIFF(S)

Submitted by: Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210

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), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other
- ☐ ACTION STRICKEN (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other
- ☐ STAYED DUE TO BANKRUPTCY
- ☐ DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX): ☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

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)
		N/A

If applicable, describe the property, including tax map information and address, referenced in the order:
 All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being on Hilton Head Island, County of Beaufort, State of 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.R.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.R.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:

File reference: 15Page 628

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.," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S.C.R.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.R.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.

This being a portion of the same property conveyed to Terry Lennette Grant by Deed of Terry Grant Enterprises, Inc. dated August 9, 2001 and recorded August 24, 2001 in Book 1463 at Page 54 and re-recorded February 10, 2004 in Book 1908 at Page 2034 in the Office of the Register of Deeds for Beaufort County, South Carolina.

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. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 2021 and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, 2021 to attorneys of record or to parties (when appearing pro se) as follows:

Catherine Aills 5074 Carole Place 10C Stone Mountain, GA 30087
 Catherine Aills 3534 Timberloch Trl Snellville, GA 30039
 Terry Lennette Grant PO Box 21936 Hilton Head Island, SC 29925
 Terry Lennette Grant 226 Wild Horse Road Hilton Head Island, SC 29926
 Terry Lennette Grant c/o William H. Sloan, Esquire Post Office Box 85 Summerville, SC 29484

Brock & Scott, PLLC
 Westpark Center
 3800 Fernandina Road Suite 110
 Columbia, SC 29210

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

File reference: 15-22471

ELECTRONICALLY FILED - 2021 Aug 17 3:53 PM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701466
ELECTRONICALLY FILED - 2021 Aug 06 11:33 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701466

Court Reporter: John A Sullivan

E-Filing Note: In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgment to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

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

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

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.



Beaufort Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Terry Lennette Grant ,
defendant, et al
Case Number: 2016CP0701466
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2021-08-06 10:45:34 page 14 of 14

Exhibit # 13

Judge Dukes Order Recusing himself

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.

Terry Lennette Grant, et al.,

Defendant(s).

ORDER VACATING
ORDER OF REFERENCE
AND ORDER OF RECUSAL

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

Electronically signed on 2022-12-01 09:10:23 page 2 of 2

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE #2016-CP-07-01466

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)) NOTICE OF MOTION AND MOTION
) FOR RELIEF OF JUDGMENT

Plaintiff

Vs.

Terry Lennette Grant and Catherine Alls.

Defendant(s))

TO: WILLAIM STORK, ESQ. AND BROCK & SCOTT, PLLC; ATTORNEY FOR PLAINTIFF:

The Defendant, Terry Lennette Grant,, by and through her undersigned attorney, will pursuant to SCRCP Rules 60(b)(1) and (3); move before the Honorable Marvin H. Dukes, Master in Equity and Special Circuit Court Judge, Fourteenth Judicial Circuit, at the Beaufort County Judicial Center, 101 Ribaut Road, Beaufort, South Carolina upon ten (10) days after service hereof, or at such other time and place as may be convenient to the Court and Counsel to amend the findings of fact and conclusions of law or make new findings and conclusions and direct the entry of a new judgment setting aside the Order of the Court filed on August 6, 2021 (See Exhibit 1)¹ in the action herein. The grounds for the Motion are as follows:

Procedural Facts

There is a relevant history of mortgage transactions between the parties.(See Exhibit 30) This action was commenced by the filing of the Summons and Complaint on June 29, 2016 (See Exhibit 2)².

¹Exhibit 1 Order August 6, 2021²Exhibit 2 Complaint June 29, 2016

The action was stayed on September 20, 2018, by Order of the US Bankruptcy Court (See Exhibit 3)³.

Defendant's prior counsel was released as Counsel by Order of the Court dated May 22, 2018 (See Exhibit 4)⁴.

The court issued an Order on May 22, 2018, commanding and directing that all notices and services upon the Defendant be made to her Post Office Box (Refer to Exhibit 4 page 2).

Plaintiff's counsel thereafter made the following filings

- 1) Notice of Hearing on Plaintiff's Motion for Summary Judgment Certificate of Service reflects the documents was sent to **P O Box 21936**, Hilton Head Island, SC June 15, 2018 (See Exhibit 5)⁵:
- 2) Notice of Hearing on Plaintiff's Motion for Summary Judgment Certificate of Service reflects the documents was sent to **P O Box 21936 and Physical Address**, Hilton Head Island, SC June 15, 2018 (See Exhibit 6)⁶
- 3) Order Denying Motion to Reconsider & Granting Motion to Amend Answer, **No Certificate of Service was filed, and Defendant was not served**, Order dated June 25, 2018 (See Exhibit 7)⁷.
- 4) Notice of Hearing on Plaintiff's Motion for Summary Judgment Certificate of Service reflects documents was sent to **Defendant's P O Box 21936 and 226 Wild Horse Road, Hilton Head Island, SC**; date July 17, 2018: Hearing date August 1, 2018 (See Exhibit 8)⁸.

³ Exhibit 3 Stay Order Due to Bankruptcy

⁴ Exhibit 4 Order Relieving William Sloan As Def Attorney of Record

⁵ Exhibit 5 COS June 15, 2018, to Def PO BOX

⁶ Exhibit 6 COS June 15, 2018, to DEF PO BOX and DEF Physical Address

⁷ Exhibit 7 Order Denying Motion to Reconsider Granting Mot to Amend Answer June 25, 2018

⁸ Exhibit 8 Notice of Hearing on MSJ Sent to DEF P O Box and Physical Address July 17, 2018

- 5) Affidavit in Support of Judgment, Timeka J. Motlow/Ocwen Loan Servicing LLC Certificate of Service reflects the documents was sent to Defendant's **physical address only**, 226 Wild Horse Road, Hilton Head Island, SC; No mailbox receptacle at location; page 10 of 57 does not reflect Defendant's true signature; at COS dated July 27, 2018 (See Exhibit 9)⁹.
- 6) Supplemental Memorandum of Law in Support of Plaintiff's Motion for Summary Judgment Certificate of Service reflects the documents was sent to Defendant's **P O Box 21936 and Defendant's physical address** 226 Wild Horse Road, Hilton Head Island, SC; COS dated August 15, 2018(See Exhibit 10)¹⁰.
- 7) Motion and Order Stay Due to Bankruptcy Filing Certificate of Service reflects the documents was sent to Defendant's **physical address only** 226 Wild Horse Road, Hilton Head Island, SC; COS date stamped September 14, 2018, however, date that was handwritten is not clear Plaintiffs alleging service was executed; **Defendant was never served** (See Exhibit 11)¹¹.
- 8) Order of Stay Due to Bankruptcy dated September 20, 2018: **No Certificate of Service filed; Defendant was not served** (See Exhibit 12)¹²
- 9) Motion and Order to Restore case date stamped May 5, 2020, alleging it was sent to Defendant on May 1, 2020, however, Certificate of Service reflects the documents was sent to Defendant's **physical address ONLY** 226 Wild Horse Road, Hilton Head Island, SC; The alleged notice only filed no Motion included. There was no order filed either on May 5, 2020 (See Exhibit 13)¹³.
- 10) Order to Restore date stamped May 21, 2020: **No Certificate of Service filed or**

⁹ Exhibit 9 COS July 27, 2018, Affidavit in Support of Judgment to DEF Physical address ONLY

¹⁰ Exhibit 10 COS August 15, 2018, Sup. Memo of Law in Support of Plaintiff's M S Jent

¹¹ Exhibit 11 COS Motion and Order Stay September 14, 2018, to DEF Physical Address ONLY.pdf

¹² Exhibit 12 Order stay Case September 20, 2018

¹³ Exhibit 13 Motion Order to Restore date May 1, 2020, to DEF Physical Address ONLY

served. Defendant was never served a copy of this order to restore (See Exhibit 14)¹⁴ .

- 11) Re-filed-Lis Pendens date stamped March 15, 2021; **No Certificate of Service filed, Defendant was never served.** The Public Index Court record allegedly reflects Amended Lis Pendens, however, NEF only (See Exhibit 15)¹⁵ .
- 12) Affidavit in Support of Judgment date stamped April 2, 2021, Certificate of Service reflects the documents was sent to Defendant's **physical address ONLY**, 226 Wild Horse Road, Hilton Head Island, SC; **Defendant was never served** (See Exhibit 16)¹⁶.
- 13) Email request for updates from Judge Dukes office to Plaintiff's Counsel (ex-parte communication) dated July 12, 2021; Defendant was not included in this communication (See Exhibit 17)¹⁷.
- 14) Email from Plaintiff's counsel to Judge Duke's office (ex-parte communication) July 12, 2021, without sending copy to Defendant. Defendant was not included in this communication (See Exhibit 18)¹⁸.
- 15) Motion for Summary Judgment, Memo in Support and Exhibits filed July 15, 2021, Certificate of Service reflects documents was sent to Defendant's **physical address only**, 226 Wild Horse Road, Hilton Head Island, SC; **No mailbox receptacle; Defendant was never served** (See Exhibit 19)¹⁹.
- 16) Notice of Hearing on Motion for Summary Judgment, filed July 15, 2021; hearing scheduled for August 3, 2021, Certificate of Service reflects the documents was

¹⁴ Exhibit 14 Order to Restore case to active NO COS

¹⁵ Exhibit 15 Re Filed Lis Pendens with change e to legal description March 15, 2021

¹⁶ Exhibit 16 COS Affidavit Supp of Judgment April 2, 2021 to DEF physical address ONLY.pdf

¹⁷ Exhibit 17 Ex parte Communication JD to DC July 12, 2021

¹⁸ Exhibit 18 Email ex parte communication DC to JD July 12, 2021

¹⁹ Exhibit 19 COS MSJ July 15, 2021 to DEF Physical address ONLY

sent to Defendant's **physical address only**, 226 Wild Horse Road, Hilton Head Island, SC; **No mailbox receptacle; Defendant was never served (See Exhibit 20)**²⁰.

17) Affidavit of Default and Certification and Compliance Coronavirus Aid Relief and Economic Security Act dated July 30, 2021, Certificate of Service reflects the documents was sent to Defendant's **Physical address only**, 226 Wild Horse Road, Hilton Head Island, SC; **No mailbox receptacle; Defendant was never served (See Exhibit 21)**²¹.

18) Amended Affidavit of Default dated July 30, 2021; **No Certificate of Service filed; Defendant was never served (See Exhibit 22)**²²

19) Record of Hearing for Foreclosure case dated August 3, 2021, **Certificate of Service not filed; Defendant was never served (See Exhibit 23)**²³.

20) Master In Equity Order and Judgment for Foreclosure and Sale and Form 4 dated August 6, 2021; **Certificate of Service not filed; Defendant was never served (Refer to Exhibit 1)**

21) Notice of Sale date stamped August 6, 2021, to Foreclose and Sell property on September 7, 2021; **No Certificate of Service filed; Defendant was never served (See Exhibit 24)**²⁴.

22) Master In Equity's Filed Order and Judgment of Foreclosure and Sale Notice of Sale date stamped August 11, 2021; Certificate of Service reflects Defendant being served via (%) William H. Sloan, Esquire Post Office Box 85 Summerville, SC 29484; however, William H Sloan was relieved as counsel by Order dated May

²⁰ Exhibit 20 COS NOTICE OF HEARING Schedule for August 3, 2021 to DEF Physical Address ONLY

²¹ Exhibit 21 COS Affidavit and Certification and Compliance July 30, 2021, to DEF Physical address ONLY

²² Exhibit 22 Amended Affidavit July 30, 2021, def not served

²³ Exhibit 23 Record of Hearing Foreclosure case August 3, 2021 COS not filed

²⁴ Exhibit 24 Notice of Foreclosure Sales dated August 6, 2021 sale September 7, 2021

22, 2018, three years ago. **Defendant was never served** (See Exhibit 25)²⁵.

23) Deutsche Bank filed a Notice of Appearance on August 11, 2021; **No Certificate of Service filed; Defendant was never served** (See Exhibit 26)²⁶.

24) Clerk of the Court sent Defendant copy of Order/Judgment of Foreclosure filed August 6, 2021; returned copy reflects that the court sent it to the Defendant's **physical address only**, 226 Wild Horse Road, Hilton Head Island, **SC**; **No mailbox receptacle; Defendant was never served** (See Exhibit 27)²⁷.

25) **Notice (Order of Sale) signed by Judge Dukes; August 8, 2021; COS Not filed; Defendant never served for sale; No Certificate of Service filed; Defendant was never served** (See Exhibit 28)²⁸.

26) Notice of Sale date stamped September 15, 2021, for Foreclosure Sale October 4, 2021, Certificate of Service reflects the documents was sent to Defendant's P O Box 21936 and Physical address 226 Wild Horse Road, Hilton Head Island, SC (See Exhibit 29)²⁹.

EXCUSABLE NEGLECT

In each of the above referenced filings the Defendant was not served with notice as provided by Rule 5, SCRPC in that they were not sent to her proper address as Order by the Court.

That the Defendant had neither actual or constructive notice of the foregoing and has been immensely prejudiced as the actions of the Plaintiff's counsel denied her the opportunity of a fair hearing upon the merits of the action

²⁵ Exhibit 25 COS Order Judgment Foreclosure Sale dated August 11, 2021, to William Sloan

²⁶ Exhibit 26 Public Index Deutsche August 11, 2021, Notice of Appearance No COD filed

²⁷ Exhibit 27 Clerk of Court sent mail to Def Physical address ONLY dated August 6, 2021

²⁸ Exhibit 28 NOS Package with No Cert of Service August 8, 2021

²⁹ Exhibit 29 COS NOS dated September 15, 2021, for October 4, 2021 to DEF PO BOX and Physical address

. The Defendant was only informed that her property was scheduled to be sold at judicial foreclosure sale by letter from Plaintiff's counsel dated September 15, 2021 and sent to her correct mailing address.

The Defendant is informed and believes that the foregoing facts establish the requirements of excusable neglect under Rule 60B (1), SCRCP to have the Order of Foreclosure set aside and a new trial granted under the premises.

EXTRINSIC FRAUD

The Defendant incorporates by reference all the proceeding matters set forth in this Motion.

Plaintiff's counsel was served with the May 22, 2018, Order of the Court directing that the serving of motions and notices were to be sent to the Defendant at a specific Post Office Box address.

In addition to the Court Order, Plaintiff's counsel had noticed that prior notices sent to the Defendant not addressed to her correct mailing address were being returned by the U.S. Postal Service to the Clerk of Court as undeliverable.(See Exhibit 27).

That after the Order of Foreclosure had been procured, the Plaintiff sent her notice of the Judicial sale to her correct address. (see Exhibit 29).

The Plaintiff is further informed and believes that the actions of the Plaintiff's counsel were motivated to secure the Defendant's lack of knowledge of the proceedings developing in the case and to prevent her from appearing during the course of the foreclosure proceedings, which deprived her of the opportunity to be heard and preventing her from fully exhibiting and trying her case. That this has prevented or robbed the Court of the opportunity of ruling upon a real and complete contest of the issues.

Respectfully submitted,

The Houston Law Firm LLC
1000 Main Street, Suite 200C
Hilton Head Island, SC 29926c
843-715-9078 cell: 843-684-0211
chouston@houstonlawfirm.net

S/ Charles E. Houston Jr.
Charles E. Houston Jr.
SC Bar# 2663
Attorney for Defendant

January 18, 2022
Hilton Head Island, SC

THE
HOUSTON
LAW FIRM LLC



Charles E. Houston, Jr.

January 20, 2022

Hon. Jeri Roseneau, Clerk
Beaufort Count Courts
Beaufort County Judicial Center
Beaufort, South Carolina 29201

Re: Case No. 2016- CP 07-01446
Deutsche Bank v. Terry L. Grant
Filing of Exhibits to Motion

Dear Ms. Roseneau

We are submitting for filing Exhibits # 1 through 10 that should be annexed to our Motion for Relief that was filed yesterday being January 19, 2021 in the above referenced case. The complete filing would include the Notice of Appearance, the Motion for Relief and Exhibits #1 through Exhibit 30.

Your attention to fulfill our request is appreciated.

With kind regards, I am

Respectfully
The Houston Law Firm LLC

S/ Charles E Houston Jr.
Charles E. Houston Jr.

Encls: as stated

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 Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on 5/11/20 he/she served a copy of the documents listed below by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

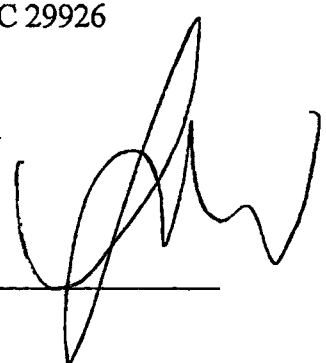
Documents: MOTION AND ORDER TO RESTORE

Party(ies) Served:

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

Catherine Alls
3534 Timbercloth Trl
Snellville, GA 30039

Lauren Wiggins
Brock & Scott, PLLC
Columbia, 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,

vs.

Terry Lennette Grant; Catherine Alls,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on the 15th day of June, 2018, she served a copy of the Notice of Hearing on Plaintiff's Motion for Summary Judgment by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Documents Requested by Dr. Grant
Party (ies) Served:

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


Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

Columbia, 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,

vs.

Terry Lennette Grant; Catherine Alls,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on the 15th day of June, 2018, she served a copy of the Notice of Hearing on Plaintiff's Motion for Summary Judgment by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Pleading: Notice of Hearing on Plaintiff's Motion for Summary Judgment
Party (ies) Served:

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

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

The Honorable Marvin H. Dukes
Beaufort County Master In Equity
PO Drawer 1228
Beaufort, SC 29902

Catherine Alls
3534 Timberloch Trl
Snellville, GA 30039


Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

Columbia, 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,

vs.

Terry Lennette Grant; Catherine Alls,
 Defendant(s).

IN THE COURT OF COMMON PLEAS
 C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on the 17th day of July 2018, she served a copy of the Notice of Hearing on Plaintiff's Motion for Summary Judgment by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

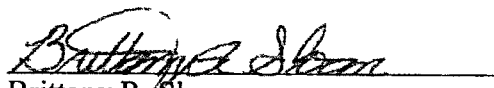
Pleading: Notice of Hearing on Plaintiff's Motion for Summary Judgment
 Party (ies) Served:

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

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

The Honorable Marvin H. Dukes
 Beaufort County Master In Equity
 PO Drawer 1228
 Beaufort, SC 29902

Catherine Alls
 3534 Timberloch Trl
 Snellville, GA 30039


 Brittany R. Sloan
 Litigation Paralegal
 Brock & Scott, PLLC

Columbia, 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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

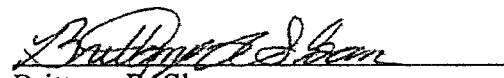
That on the 27th day of July 2018, she served a copy of the below listed document(s) by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Affidavit in Support of Judgment

Party(ies) Served:

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

Catherine Alls
3534 Timbercloth Trl
Snellville, GA 30039



Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

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 Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

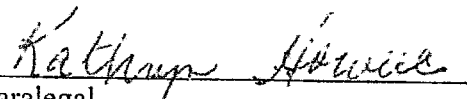
That on July 15, 2021, she served a copy of the Terry Grant and Catherine Alls by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Motion for Summary Judgment, Memo in Support and Exhibits

Parties Served:

Catherine Alls
3534 Timbercloch Trl
Snellville, GA 30039

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


Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

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,

CERTIFICATE OF SERVICE BY MAIL

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 15th day of August 2018, she served a copy of the below listed documents by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: - Supplemental Memorandum of Law in Support of
 the Plaintiff's Motion for Summary Judgment
 - Certificate of Service by Mail

Party(ies) Served:

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

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

The Honorable Marvin H. Dukes
Beaufort County Master In Equity
PO Drawer 1228

Catherine Alls
3534 Timberloch Trl
Snellville, GA 30039



Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

Columbia, 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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

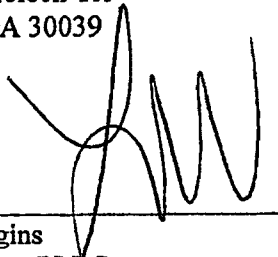
That on 9/11/16 he/she served a copy of the MOTION AND ORDER OF STAY DUE TO BANKRUPTCY FILING by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: MOTION AND ORDER OF STAY DUE TO
BANKRUPTCY FILING

Party(ies) Served:

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

Catherine Alls
3534 Timberloch Trl
Snellville, GA 30039



Lauren Wiggins
Brock & Scott, PLLC

Columbia, 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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-07-01466

RE-FILED-LIS PENDENS
(To comply with Title 15, Chapter 11,
SC Code of Laws, etc.)

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the 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. dated September 18, 2006 and recorded on September 26, 2006 in Book 2448 at Page 823, in the Beaufort County Registry (hereinafter, "Mortgage"). Thereafter, the Mortgage was transferred to the Plaintiff herein by assignment and/or corporate merger.

The premises covered and affected by the said Mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, more particularly described in the said Mortgage and are more commonly described as:

All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being on Hilton Head Island, County of Beaufort, State of 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.R.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

Page 652 of 799.

B&S No.: 15-22471

RECEIVED ELECTRONICALLY FILED - 2022 JAN 15 11:30 PM - BEAUFORT - COMMON PLEAS - CASE# 2016CP0701466

Horse Road," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S.C.R.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.," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S.C.R.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.R.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.



This being a portion of the same property conveyed to Terry Lennette Grant by Deed of Terry Grant Enterprises, Inc. dated August 9, 2001 and recorded August 24, 2001 in Book 1463 at Page 54 and re-recorded February 10, 2004 in Book 1908 at Page 2034 in the Office of the Register of Deeds for Beaufort County, South Carolina.

TMS No. R510 007 000 018A 0000

Property Address: 226 Wildhorse Road, Hilton Head Island, SC 29926

s/ William P. Stork
S.C. Bar No. 100242
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff
William.Stork@brockandscott.com

McLeod, Heather

From: Will Stork <William.Stork@brockandscott.com>
Sent: Monday, July 12, 2021 3:13 PM
To: McLeod, Heather
Cc: Brook Dangerfield
Subject: RE: 16-1466 Deutsche Bank National Trust Company vs Terry Lennette Grant et al

Categories: Case Status Update

Good afternoon Heather,

I hope you are doing well!

We received our Affidavit of Indebtedness and will be filing an MSJ shortly. Please let me know if you need any additional information or documentation.

Best regards,

Will Stork
Senior Associate
Foreclosure - Collections
803-454-3540 x1726

From: McLeod, Heather <hmcLeod@bcgov.net>
Sent: Monday, July 12, 2021 3:04 PM
To: Brook Dangerfield <Brook.Dangerfield@brockandscott.com>; Caroline R. Glenn (caroline.glenn@mgclaw.com) <caroline.glenn@mgclaw.com>; Mary R. Powers (mary.powers@brockandscott.com) <mary.powers@brockandscott.com>; Genevieve S. Johnson (gjohnson@rascrane.com) <gjohnson@rascrane.com>; Will Stork <William.Stork@brockandscott.com>
Subject: 16-1466 Deutsche Bank National Trust Company vs Terry Lennette Grant et al
Importance: High

In regards to the above-named case, Judge Dukes is requesting a detailed status update in writing by Friday, July 30th, 2021.

Failure to respond in writing (email or formal letter) by Friday, July 30th, 2021, will result in the dismissal of this case without prejudice.

Please contact us immediately if you are:

- 1. Waiting on a ruling and it has been more than 30 days.**
- 2. Ready to schedule a Trial date.**
- 3. Have a motion older than 30 days and need to schedule a hearing.**

Thanking You in Advance,

**Heather R. H. McLeod,
Judicial Assistant to
Hon. Marvin H. Dukes, III
Beaufort County Master In Equity
And Special Circuit Court Judge
P. (843) 255-5710**

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 Alls,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

**ORDER DENYING DEFENDANT'S
MOTION TO RECONSIDER AND
ORDER GRANTING DEFENDANT'S
MOTION TO AMEND ANSWER**

THIS MATTER COMES BEFORE THE COURT on the following three motions filed
by Defendant Terry Lennette Grant:

1. Motion to Amend Answer filed July 21, 2017;
2. Motion to Reconsider Order to Amend Complaint filed November 7, 2017; and
3. Motion to Amend Answer filed February 15, 2018.

Present at the time of the hearing on June 13, 2018 were Genevieve S. Johnson of Brock and
Scott, PLLC, counsel for the Plaintiff and Defendant Terry Lennette Grant. After review of the
pleading, applicable rules of procedure and arguments of the parties, I hereby rule as follows:

I find the first motion has been rendered moot by the amended Complaint filed November
9, 2017 and subsequent amended answer filed on December 7, 2017.

Pursuant to SCRCP 15(b), "the court may allow the pleadings to be amended and shall do
so freely when the presentation of the merits of the action will be subserved thereby and the
objecting party fails to satisfy the court that the admission of such evidence would prejudice him
in maintaining his action or defense upon the merits." I find that the amended complaint does
not prejudice the Defendant. Therefore, The Motion to Reconsider Order to Amend Complaint is
denied. Likewise, I find the Plaintiff would not be unfairly prejudiced by the Defendant's Motion

to Amend Answer to include the defenses of laches and res judicata.

Additionally, Defendant Grant stated at the hearing she had been unable to obtain copies of the documents her prior counsel produced during discovery. Plaintiff agreed to provide copies of said documents to Defendant Grant.

For the forgoing reasons, it is hereby ORDERED, ADJUDGED, AND DECREED that

1. Defendant's Motion to Amend Answer filed July 21, 2017 is moot;
2. Defendant's Motion to Reconsider Order to Amend Complaint filed November 7, 2017 is denied;
3. Defendant Grant may amend her answer within 15 days of the date of this order to add the equitable defenses of laches and res judicata; and
4. Plaintiff will provide Defendant Grant copies of the documents previously produced by her former counsel during discovery within 30 days of the date of this order.

IT IS SO ORDERED.

*** JUDGE'S SIGNATURE PAGE TO FOLLOW ***



Beaufort Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Terry Lennette Grant ,
defendant, et al
Case Number: 2016CP0701466
Type: Master/Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2018-06-22 15:02:10 page 3 of 3

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 Alls,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on the 15th day of June, 2018, she served a copy of the Notice of Hearing on Plaintiff's Motion for Summary Judgment by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Pleading: Notice of Hearing on Plaintiff's Motion for Summary Judgment
Party (ies) Served:

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

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

The Honorable Marvin H. Dukes
Beaufort County Master In Equity
PO Drawer 1228
Beaufort, SC 29902

Catherine Alls
3534 Timberloch Trl
Snellville, GA 30039


Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

Columbia, 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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

**NOTICE OF HEARING ON MOTION
FOR SUMMARY JUDGMENT**

YOU WILL PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in the above-entitled cause, The Honorable Marvin H. Dukes, III, Master In Equity for Beaufort County, has appointed August 3, 2021 at 10:30 a.m. at 102 Ribaut Road, Room 212, Beaufort, SC 29902, as the time and place for holding a Hearing on Plaintiff's Motion for Summary Judgment in this matter. Plaintiff intends to prepare and submit a Record of Hearing containing written testimony. The Master In Equity is authorized to take testimony, make findings of fact and conclusions of law, enter a final judgment and to order the judicial sale of the property subject to foreclosure herein.

You are requested to notify Brock & Scott, PLLC at phone number (803) 454-3540 of your intention to appear. By so doing, our firm would be able to contact you in the event the hearing is canceled.

s/William P. Stork
William P. Stork, SC Bar No.: 10024
Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

Dated: July 15, 2021
Columbia, South Carolina

15-22471 FC02



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 Alls,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

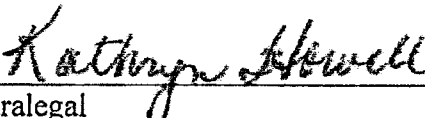
The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC,
and is a person of such age and discretion as to be competent to serve papers.

That on the 15th day of July 2021, she served a copy of the Notice of Hearing by
placing said copy in a postage paid envelope addressed to each of the following persons at
the address stated below, which is the last known address, and by depositing said envelope
and contents in the U.S. Mail.

Pleading: Notice of Hearing
Parties Served:

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

Catherine Alls
3534 Timberloch Trl
Snellville, GA 30039



Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

McLeod, Heather

From: McLeod, Heather
Sent: Monday, July 12, 2021 3:04 PM
To: Brook D. Dangerfield (brook.dangerfield@brockandscott.com); Caroline R. Glenn (caroline.glenn@mgclaw.com); Mary R. Powers (mary.powers@brockandscott.com); Genevieve S. Johnson (gjohnson@rascrane.com); William P. Stork (william.stork@brockandscott.com)
Subject: 16-1466 Deutsche Bank National Trust Company vs Terry Lennette Grant et al
Importance: High
Follow Up Flag: Follow up
Flag Status: Flagged

In regards to the above-named case, Judge Dukes is requesting a detailed status update in writing by Friday, July 30th, 2021.

Failure to respond in writing (email or formal letter) by Friday, July 30th, 2021, will result in the dismissal of this case without prejudice.

Please contact us immediately if you are:

1. Waiting on a ruling and it has been more than 30 days.
2. Ready to schedule a Trial date.
3. Have a motion older than 30 days and need to schedule a hearing.

Thanking You in Advance,

Heather R. H. McLeod,
Judicial Assistant to
Hon. Marvin H. Dukes, III
Beaufort County Master In Equity
And Special Circuit Court Judge
P. (843) 255-5710
F. (843) 255-9505
hmcleod@bcgov.net

Beaufort County Courthouse
Post Office Drawer 1228
Beaufort, SC 29901

Beaufort County Courthouse
102 Ribaut Road, 2nd Floor
(across the hall from the Clerk of Court)
Beaufort, SC 29902

Disclaimer: Neither this office, nor its staff gives legal, financial or other advice. Any information obtained from this office or its staff, regardless of form, should not be taken as legal or financial advice. Persons seeking to purchase properties from foreclosures or other sales should obtain independent advice as to value, sufficiency of title, tax consequences, other liens, and all other matters related to said purchase. Persons involved in litigation should obtain counsel and may not rely on any information obtained from this office as legal advice. Do not rely on this office for legal advice- always obtain independent legal advice.

Page 662 of 799

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
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,

Plaintiff,

vs.

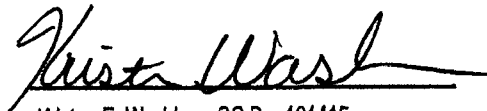
Terry Lennette Grant; Catherine Alls,
Defendants.

**NOTICE OF FILING
COMPLAINT**

TO THE DEFENDANTS ABOVE NAMED:

YOU WILL PLEASE TAKE NOTICE that the original Complaint, Cover Sheet for Civil
Actions and Certificate of Exemption from ADR in the above entitled action was filed in the
Office of the Clerk of Court for Beaufort County on June 29, 2016.

BROCK & SCOTT, PLLC



Kristen E. Washburn SC Bar 101415

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: (803) 454-3540 Fax: (803) 454-3541
Attorneys for Plaintiff

Columbia, South Carolina

Dated: 9 / 14 / 16

2016 SEP 19 AM 7:57
JERRI ANN ROSENBAU
BEAUFORT COUNTY S.C.
CLERK OF COURT

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

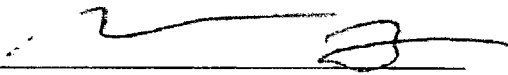
AMENDED AFFIDAVIT OF DEFAULT

PERSONALLY APPEARED before me, the undersigned, who being duly sworn, deposes and says that he is one of the attorneys for the Plaintiff in the above-entitled action, and the Defendants above named were duly served with the Amended Summons and Complaint in this action.

That more than thirty (30) days have elapsed since the service of the Amended Summons and Complaint and no Answer, Demurrer or Notice of Appearance has been received by or served upon the Plaintiff or its attorneys by or on behalf of the Defendant Catherine Alls and that this Defendant is now in default.

EEHEDCTHNDONICALLY FILED - 2022 JUN 14 AM 3:23 06 PM - EHEALJPHRTT - CCOMMON PLEAS - COASS#201 0007070 4666

Defendant Terry Lennete Grant timely filed a responsive Answer and is not now being held in default.

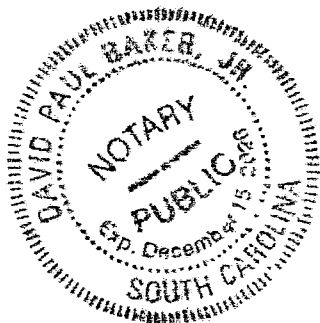

William P. Stork, SC Bar No.: 000242
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

Sworn to or affirmed, and subscribed before me
this the 30 day of July 2021.



Notary Public for South Carolina

Commission Expires: 12 / 15 / 2026



McLeod, Heather

From: McLeod, Heather
Sent: Monday, July 12, 2021 3:04 PM
To: Brook D. Dangerfield (brook.dangerfield@brockandscott.com); Caroline R. Glenn (caroline.glenn@mgclaw.com); Mary R. Powers (mary.powers@brockandscott.com); Genevieve S. Johnson (gjohnson@rascrane.com); William P. Stork (william.stork@brockandscott.com)
Subject: 16-1466 Deutsche Bank National Trust Company vs Terry Lennette Grant et al
Importance: High
Follow Up Flag: Follow up
Flag Status: Flagged

In regards to the above-named case, Judge Dukes is requesting a detailed status update in writing by Friday, July 30th, 2021.

Failure to respond in writing (email or formal letter) by Friday, July 30th, 2021, will result in the dismissal of this case without prejudice.

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2. Ready to schedule a Trial date.
3. Have a motion older than 30 days and need to schedule a hearing.

Thanking You in Advance,

Heather R. H. McLeod,
Judicial Assistant to
Hon. Marvin H. Dukes, III
Beaufort County Master In Equity
And Special Circuit Court Judge
P. (843) 255-5710
F. (843) 255-9505
hmcLeod@bcgov.net

Beaufort County Courthouse
Post Office Drawer 1228
Beaufort, SC 29901

Beaufort County Courthouse
102 Ribaut Road, 2nd Floor
(across the hall from the Clerk of Court)
Beaufort, SC 29902

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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 Alls,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

**NOTICE OF HEARING ON MOTION
FOR SUMMARY JUDGMENT**

YOU WILL PLEASE TAKE NOTICE THAT, by virtue of the Order of Reference issued in the above-entitled cause, The Honorable Marvin H. Dukes, III, Master In Equity for Beaufort County, has appointed August 3, 2021 at 10:30 a.m. at 102 Ribaut Road, Room 212, Beaufort, SC 29902, as the time and place for holding a Hearing on Plaintiff's Motion for Summary Judgment in this matter. Plaintiff intends to prepare and submit a Record of Hearing containing written testimony. The Master In Equity is authorized to take testimony, make findings of fact and conclusions of law, enter a final judgment and to order the judicial sale of the property subject to foreclosure herein.

You are requested to notify Brock & Scott, PLLC at phone number (803) 454-3540 of your intention to appear. By so doing, our firm would be able to contact you in the event the hearing is canceled.

s/William P. Stork
William P. Stork, SC Bar No.: 10024
Brock & Scott, PLLC
Westpark Center
3800 Fernandina Road Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff

Dated: July 15, 2021
Columbia, South Carolina

15-22471 FC02



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 Alls,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

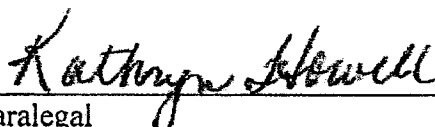
The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC,
and is a person of such age and discretion as to be competent to serve papers.

That on the 15th day of July 2021, she served a copy of the Notice of Hearing by
placing said copy in a postage paid envelope addressed to each of the following persons at
the address stated below, which is the last known address, and by depositing said envelope
and contents in the U.S. Mail.

Pleading: Notice of Hearing
Parties Served:

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

Catherine Alls
3534 Timberloch Trl
Snellville, GA 30039



Paralegal
Brock & Scott, PLLC

Columbia, 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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-07-01466

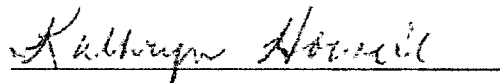
CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on July 30, 2021 she served a copy of the Amended Affidavit of Default and Certification of Compliance with the Coronavirus Aid, Relief, and Economic Security Act by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Amended Affidavit of Default and Certification of
Compliance with the Coronavirus Aid, Relief, and
Economic Security Act

Party Served: Terry Lennette Grant
226 Wild Horse Road
Hilton Head Island, SC 29926



Brock & Scott, PLLC

Columbia, 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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 11th day of August, 2021, he/she served a copy of the below listed document(s) by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Master In Equity's Filed Order and Judgment of Foreclosure
and Sale
Notice of Sale

Party(ies) Served:

Terry Lennette Grant
c/o William H. Sloan, Esquire
Post Office Box 85
Summerville, SC 29484

Catherine Alls
3534 Timbercloth Trail
Snellville, GA 30039

Heather Martin
Brock & Scott, PLLC

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
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,

Plaintiff,

v.

Terry Lennette Grant; Catherine Alls,
Defendant(s)

RECORD OF HEARING

FOR

FORECLOSURE CASE

Pursuant to the Order of Reference granted in the above-entitled cause, a hearing was held herein on August 3, 2021 at 10:30AM, before Master In Equity Marvin H. Dukes, III.

APPEARANCES: Brock & Scott, PLLC, Attorneys for the Plaintiff.

Attorney for Plaintiff calls attention to the following filings in this case:

- Lis Pendens on June 29, 2016, Amended Lis Pendens filed November 9, 2017, Re-Filed Lis Pendens filed March 15, 2021.
- Original Summons and Complaint on June 29, 2016, Amended Summons and Complaint filed November 9, 2017.
- Affidavits of Service showing service of Summons and Complaint, and Amended Summons and Complaint on each defendant.
- Affidavit showing the Defendant Catherine Alls is in default as to the Amended Summons and Complaint, and that no Defendant is in the Military



Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act as amended.

Order of Reference of record wherein the above-entitled cause was referred to Marvin H. Dukes, III, as Master In Equity with authority to enter final judgment in the case.

The Defendant Terry Lennette Grant timely answered the Amended Summons and Complaint, and all Defendants have been notified of the time and date of this hearing.

WHEREUPON, the undersigned attorney reported as follows: I am the attorney for the Plaintiff in this action.

From the records in my possession, I find that on September 18, 2006, the Defendant(s) Terry Lennette Grant gave a written promissory Note unto NovaStar Mortgage, Inc., in the principal sum of \$680,000.00 together with interest at an adjustable rate initially of 7.75% per annum (said principal and interest being payable in monthly installments).

I offer a copy of the original Note in evidence.

Note identified, offered and received in evidence.

I call attention to the provisions of the Note with reference to default. I also call the Court's attention to the provisions in the Note with reference to payment of costs and attorney's fees.

On the same date, Terry Lennette Grant gave a written mortgage unto Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc. (hereinafter "Mortgage") which Mortgage contains contractual provisions and which secures the Note just offered in evidence and conveys a lien by way of Mortgage upon the identical property described in the Complaint in this action, (hereinafter "Property") which Property is situate in Beaufort County, South Carolina.

Thereafter, on September 26, 2006, the Mortgage was recorded in the Beaufort County Registry in Mortgage Book 2448 at Page 823.

The legal description contained in the Mortgage was reformed by Order Granting Plaintiff's Motion for Partial Summary Judgment recorded February 7, 2014 in Civil Action No. 2010-CP-07-01690. Said Civil Action was dismissed; however, said dismissal was for the foreclosure portion of the action only, and any other judgments and causes of action were specifically preserved.

This Mortgage constitutes a valid first lien covering the property therein described.

I offer a copy of the original Mortgage as evidence. Mortgage identified, offered and received in evidence.

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.

I offer a copy of the Assignment of Mortgage as evidence. Assignment(s) identified, offered and received in evidence.

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.

The following parties claim or may claim an interest in the Property by virtue of the matters listed below:

A. The Defendant, Catherine Alls, have 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.

The monthly installments as provided for in said Note and Mortgage were not paid in accordance with the terms and conditions thereof, and, therefore, the Note and Mortgage are in default; and, as a result thereof, the Plaintiff has elected to declare the entire unpaid amount immediately due and payable.

Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

Demand was made upon the Defendants but payment has not been received. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	08/03/2021		\$ 672,991.46
Accrued interest from:	12/01/2007	to: 02/03/2021	\$ 688,278.85
Per diem interest from:	02/04/2021	to: 08/03/2021	\$ 25,864.90
Accruing at:	7.75% per annum		

Advancements to Escrow	\$ 169,542.43
Corporate Advances	\$ 41,863.72
Late charges:	\$ 2,681.27
Prior servicer fees:	\$ 2,672.03
Costs of collection prior to hearing:	\$ 1,454.21
Attorney's fees:	\$ 19,093.00

Total Debt secured by Note and Mortgage, including interest to the date indicated above: \$1,624,441.87. Total debt is reported based upon review of business records of the Plaintiff or Plaintiff's servicing agent and, as to attorney's fees and costs, review of the undersigned's records. Any affidavits prepared in support of these amounts are presented to the court at hearing and filed before or after. Any business records in the undersigned's possession are made available to the court for review at hearing.

With respect to attorney fees, the undersigned requests a reasonable attorney's fee up to this point in time of \$19,093.00. The law firm was engaged by the Plaintiff to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the running of interest. Plaintiff must also comply with investor requirements, government or private insuring agreements. Upon receipt of the case file, the title was examined to identify all parties having or claiming any interest in the subject real estate. The following non-inclusive list of pleadings and other documents have been prepared or reviewed in this action:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Orders for publication
4. Affidavit of Default
5. Affidavit Regarding Military Status
6. Order of Reference
7. Notice(s) of Hearing
8. Record (Transcript) of Testimony
9. Proposed Master In Equity's Report and Judgment of Foreclosure and Sale

10. Notice of Sale

Additionally, the pleadings were drafted and served upon each defendant personally or by statutory/substitute service; reinstatement and payoff figures and payment histories were provided as requested or required. We scheduled the hearing in this matter.

Future duties include forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, and potentially preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, the Master In Equity's Deed and any other documents necessary in this particular action.

In addition to the time expended to date in prosecution of this action, we anticipate a minimum additional four hours after the hearing. Moreover, other time may also be committed to the completion of the case. In that regard, I would reserve the right to request an award of additional attorney's fees should our firm or the Plaintiff deem it advisable.

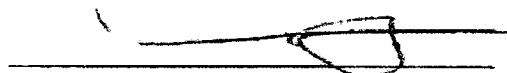
Regarding the professional standing of counsel, representation of the Plaintiff has been undertaken by the firm of Brock & Scott, PLLC. The attorneys primarily involved in this representation collectively have several years of experience in this practice area. They are supervised by Jason L. Branham – who has practiced law in South Carolina since 2004. They concentrate their practice in the areas of foreclosure, creditor-bankruptcy and residential real estate.

Furthermore, this fee is in line with the fee customarily charged by counsel with similar experience in this particular locality. Also, the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage.

The Plaintiff has specifically waived its right to a personal or deficiency judgment.

We would ask that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, that the sale be made subject to any liens for taxes and any special assessments of record against such property which have not been removed by these proceedings; also subject to payment by the purchaser of interest at 7.75% per annum, the Note's current rate, on the balance of the bid from the date of sale to date of compliance with the bid; also, subject to any existing easements or restrictions of record; and also subject to payment by the purchaser for preparation of the deed and deed stamps.

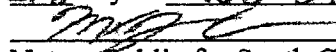
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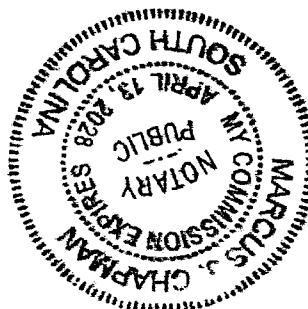
William P. Stork, SC Bar# 100242

Attorney for Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541
Date: 8/12/21

Sworn to or affirmed, and subscribed before me this the
2nd day of AUGUST, 2021.



Notary Public for South Carolina
Commission Expires: 4/13/2028





2016 - 1466
JERRI ANN ROSENEAU
CLERK OF COURT
P.O. Drawer 1128
Beaufort, South Carolina 29901



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

Terry Lennette Grant
226 Wild Horse Road
Hilton Head

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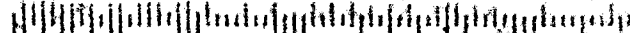
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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendants.

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

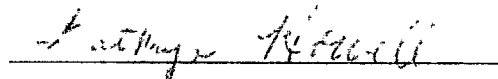
That on April 2, 2021 she served a copy of the Affidavit in Support of Judgment by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Affidavit in Support of Judgment

Parties Served:

Catherine Alls
3534 Timbercloth Trl
Snellville, GA 30039

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



Brock & Scott, PLLC

Columbia, 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,

vs

Terry Lennette Grant; Catherine Alls,

Defendant(s)

) IN THE CIRCUIT COURT
) FOURTEENTH JUDICIAL CIRCUIT
) C/A NO.: 2016-CP-07-01466
)

**SUPPLEMENT TO
MEMORANDUM IN SUPPORT OF
DEFENDANT'S MOTION FOR
SUMMARY JUDGMENT AND
TO DISMISS**

TO: Chad W. Burgess ,Esq. and the Brock & Scott Law Firm; Attorneys for the Plaintiff.

The Defendant submits this supplement to memorandum in support of Defendant's motion for summary judgment. The Defendant hereby incorporates herein by reference thereto all previously filed documents filed in this action including previously and currently filed exhibits, documents, affidavits, and all documents from prior dismissed foreclosure actions against her within the chain of transactions among the parties to this action.

INTRODUCTION

On or about September 18, 2006, the Plaintiff alleged that, Terry Lennette Grant (hereinafter referred to as the "Defendant") allegedly executed, and delivered to NovaStar Mortgage, Inc. a certain Mortgage Note ("Note") in writing wherein and whereby the Defendants promised to pay to the Plaintiff, the principal sum of \$680,000.00, together with interest at an adjustable interest rate with an initial interest rate of 7.75% per annum

on the unpaid balance; said principal and interest being payable in monthly installments initially of \$4,871.60, commencing on the 1st day of each month thereafter until the said Note is fully paid. In order to secure the payment of said Note, the Plaintiff alleged that said Terry Lennette Grant, did on the same date, to wit, September 18, 2006, make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., its successors and assigns, a certain real estate Mortgage ("Mortgage") covering real property located in Beaufort County, South Carolina as more fully described in said Mortgage.

Defendant stated clearly in said Affidavit (**See Defendant's Affidavit Exhibit #1**) that she did not sign a Note to secure the alleged Mortgage. Documents were not accurate and there was incorrect information within the closing documents. Defendant walked out of office, declining to complete the closing transaction. Notably, the legal description was not accurate along with other discrepancies within said documents presented for her signature.

Plaintiff(s) did not disclose all pertinent information to Defendant, especially her Notice Of Right to Cancel, according to TILA Act 15 USC Section 1601 et seq; 12 CFR Part 266; however, Plaintiff, by way of emails through third party communication clearly stated Defendant has not signed all necessary closing documents, as of September 19, 2006. (**See Emails attached as EXHIBIT#2**) These Emails clearly support the fact that any promissory note with Defendant's signature throughout all closing documents are not Defendant's signature. When Defendant left the closing table, it was clear that the deal was off. She was not going forward with this transaction. Defendant consistently requested Plaintiff to provide her with original note and original mortgage to substantiate their claim; however, Plaintiff refused each time. The Plaintiff's vacated foreclosure judgment, then refiled the same case however, this time Plaintiff added additional documents, assignment, corrective assignment and allonges, etc (**See assignment,**

Corrective assignment and allonge Exhibits #3).

Included in the Plaintiff's Complaint is an action for reformation of Mortgage to change the legal description from that the subject property is described in the original Mortgage to add Defendant's house on .46 acres that was never a part of any agreement with Defendant. Plaintiff states that "The Mortgage was recorded September 26, 2006 in the ROD's Office for Beaufort County in Book 2448 at page 823" (See **Legal Description Exhibit#4**). However, Plaintiff did not disclose that the legal description that was recorded was not Defendant's property and did not include a house on .46 acres.

The Defendant never authorized her then attorney William Sloan to consent to allowing Plaintiff to reform the legal description adding the Defendant's house and land to a Mortgage that did not exist. Defendant dismissed her then attorney William Sloan in 2018 (See **Order relieving counsel Exhibit #5**). However, Plaintiff continued to work with William Sloan and he filed documents after he was relieved. In a recorded conversation, William Sloan was asked why he would agree to allow Plaintiff to alter the legal description of the mortgage, knowing you had a title search, in hand, declaring that there was no mortgage on Defendant's property? William Sloan replied, "I knew Judge Dukes and he would have done it anyway". (See **{hear}audio recording Exhibit #6**)

The referenced mortgage legal was reformed by Order Granting Plaintiff's Motion for Partial Summary Judgment recorded February 7, 2014 in Civil Action No. 2010-CP-07-Q1690" however, Defendant's position is that the mortgage reformation was illegally changed, which the court granted. Plaintiff still has not provided any evidence/proof that they are a real party of interest. By law 15 USC Code 1692g, Plaintiff **MUST** validate this debt. In addition, Glaski vs Bank of America, N.A., 218 Cal. App4th 1079 ruled the original note and original mortgage must be in possession of the Plaintiff to foreclose. Furthermore, said civil action was dismissed.

Thereafter, the alleged Mortgage was assigned to Deutsche Bank National Trust

Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 by assignment (See assignment dated December 2, 2009 Exhibit #7) and recorded on December 10, 2009 in Book 2915 at Page 902". The assignment of mortgage declares that "Mortgage Electronic Registration Systems, Inc as Nominee for NovaStar Mortgage, Inc does transfer, assign, set over and convey to Deutsche Bank National Trust Company.....the alleged mortgage." Defendant reveals to this court that Mortgage Electronic Registration Systems, Inc did not legally exist in the state of South Carolina.

According to the Secretary of State in South Carolina, Mortgage Electronic Registration Systems, Inc RESERVED the name of their corporation (See SCSEC of State search result Exhibit #8). They did not register as required by law to transact business within the state of South Carolina. Furthermore, Mortgage Electronic Registration Systems, Inc RESERVED the corporation name on December 1, 2009, the same day Plaintiff filed their lawsuit against the Defendant. This gives validity to Defendant's position that fraud and deception has transpired throughout Plaintiff's many attempts to illegally foreclose on Defendant's property without owning/and/or holding original mortgage and original note as required by law.

Plaintiff asserts and claims via alleged mortgage assignment that Mortgage Electronic Registration, Inc (that is non-existent/not/legally registered) is operating in the capacity as nominee for NovaStar Mortgage, Inc. Defendant reveals to this court that NovaStar Mortgage, Inc was not a legally registered entity in the state of South Carolina as the Plaintiff would have this court believe. According to the Secretary of State in South Carolina, NovaStar Mortgage, Inc dissolved August 3, 2009 (See SCSEC of State search result Exhibit #9). They did not re-register and/or as required by law to transact business within the state of South Carolina. This gives validity to Defendant's position that fraud and deception has transpired throughout Plaintiff's many attempts to illegally foreclose on Defendant's property without owning/and/or holding original mortgage and

original note as required by law.

South Carolina Court holds that the foreclosure law of the U.S. Supreme Court trumps everything:foreclosing party MUST OWN BOTH the note and the mortgage to foreclose, Deutsche Bank National Trust Company vs Henrich. Additionally Carpenter v Longan, 83 U.S. 271, 16 Wall 271,21 L.Ed. 313 (1872) “Plaintiff must own the note and the mortgage to foreclose on the property”. Plaintiff in this case failed to show that it owned the Mortgage and the Note at each time it filed a complaint against Defendant attempting to foreclose on Defendant’s property.

Defendant has and is still requesting Plaintiff to validate its standing in this proceeding, and producing the Original Note and Original Mortgage as required by law; however, if one is produced at this point, it will constitute fraud.

Plaintiff stated, “The Mortgage evidence secures the repayment of money advanced by the Mortgagee to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the Mortgaged premises..” Defendant may agree with the statement once Plaintiff substantiates its right to sue the Defendant as required by law. At this time, no financial entity or company can foreclose due to the original note not being produced as required by law. Since the Plaintiff has not or cannot furnished the original note and original mortgage, they can not foreclose. Nor do they have any right to the property, directly or indirectly.

Plaintiff stated, “Copies of the Note, Mortgage, and assignment have previously been filed with the Court with the Plaintiff’s Affidavits filed July 27, 2018 and April 2, 2021.” Defendant’s position as due the law required original Note and Mortgage ONLY. By law copies of the note and mortgage can not and will not be sufficient.

Plaintiff stated, “The original Note has been presented to this Court for inspection

and Plaintiff will again make the original note available to the Court for inspection at the hearing on this motion.” Defendant states, at hearing date August 3, 2021, the original was not presented to this Court as stated. The transcript (**See Transcript dated August 3, 2021 Exhibit #10**) stated “No Exhibits were submitted”. The UCC 3:308 clearly states, that “(a) If an action to enforce the instrument is brought against a person as the undisclosed principal of a person who signed the instrument as a party to the instrument, the plaintiff has the burden of establishing that the defendant is liable on the instrument as a represented person under Section 3-402(a).”

According to federal and state statutes the Note and the Mortgage securing the same must be 1) in the possession of the foreclosing entity 2) Must be original Note and Original Mortgage 3) Must not separate. Plaintiff filed many lawsuits against Defendant without having standing, possession of Original Note and Mortgage; however Plaintiff attempted by having the Mortgage assigned on December 2, 2009. However, Plaintiff filed a suit against Plaintiff on December 1, 2009 to later have it dismissed and vacated. Plaintiff separated the Mortgage when it was assigned on December 2, 2009 and recorded December 10, 2009. By law this makes the Note invalid. Three (3) years later, Plaintiff has an Allonge created dated June 25, 2012 to catch up with the Mortgage. This could constitute fraud and fraud misrepresentation on all levels. Six (6) years later, Plaintiff has a corrective assignment of the Mortgage prepared; however, it does not state the actual correction, further showing the separation of the Note from the Mortgage.

On December 28, 2015, Defendant sent/and/or a letter to Plaintiff and/or Plaintiff’s counsel, requesting that Plaintiff validate the debt by providing copy of original note, Notice of Right to Cancel, and host of other evidence to substantiate standing and/or real party of interest. Instead of providing Defendant with said information, Plaintiff filed a motion to vacate foreclosure proceedings and cancel Lis Pendens. Order was granted on January 14, 2016.

On June 29, 2016, the Plaintiff filed its Lis Pendens, Summons, and Complaint for Foreclosure; on November 9, 2017 the Plaintiff filed its Amended Lis Pendens, Amended Summons, and Amended Complaint for Foreclosure. Plaintiff still has not provided Defendant with her request to validate debt. Plaintiff had the mortgage assigned on December 2, 2009, but not the note. In order for a mortgage, deed of trust or promissory note to be valid, it must have what is known as “perfection” of the chain of title. There must be a clear, unambiguous record of ownership from the time Defendant signed papers at closing, to the present moment. Any lapse in the chain of title causes a “defect” in the instrument, making it invalid. The U.S. Supreme Court case *Carpenter v. Longan* ruled that where a promissory note goes, a deed of trust must follow. The deed and the note cannot be separated. Plaintiff has demonstrated they separated the mortgage from the note. Defendant’s affidavit stated “she did not sign the note nor completed closing transaction as Plaintiff led this Court to believe.

The Defendants have presented this case in the posture of a motion for summary judgment; thus, it is governed by South Carolina Rules of Civil Procedure Rule 56(c) SCRCP . This rule provides a motion for summary judgment shall be granted if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact.” Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). This initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the non-moving party's case, and it is not necessary for the moving party to support its motion with affidavits or other similar materials negating the opponent's claim; however, Defendant has supported its position with proof positive to

this court that Plaintiff's foreclosure action should be dismissed with prejudice. In addition Defendant's motion for summary judgment should be granted. *Id.* Once the moving party carries its initial burden, the opposing party must do more than rest upon the mere allegations or denials of his pleadings, but must, by affidavit or otherwise, set forth specific facts to show that there is a genuine issue for trial. *Id.*; Rule 56(e), SCRPC.

"In determining whether any triable issues of fact exist, the court must view the evidence, exhibits, affidavits and all reasonable inferences that may be drawn from the evidence in the light most favorable to the moving party." David v. McLeod Reg'l Med. Ctr., 367 S.C. 242, 247, 626 S.E.2d 1, 3 (2006). In cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. *However*, it is most unlikely that Plaintiff can refute the legal precedent set forth by this motion for summary judgment that would cause this court to participate in fraud upon its own court. Hancock v. Mid-South Mgmt. Co., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). Summary judgment is appropriate when there is no further inquiry into the facts of the case and the application of the law is clear. Lanham v. Blue Cross & Blue Shield of S.C., 349 S.C. 356, 362, 563 S.E.2d 331, 333 (2002). Moreover, because summary judgment is a drastic remedy, it should be cautiously invoked to ensure a litigant is not improperly deprived of a trial on disputed factual issues. Madison ex rel. Bryant v. Babcock Ctr., Inc., 371 S.C. 123, 134, 638 S.E.2d 650, 655 (2006).

II. DISCUSSION

1. The Defendant has established all of the facts necessary to prevail as to the granting motion for summary judgment and dismissing Plaintiff cause of action for foreclosure with prejudice. Page 688 of 799

The original Note and original Mortgage are direct evidence that would substantiate the terms and existence of the agreement allegedly entered into by the Defendant.

However, Plaintiff has not provided such evidence, even though Defendant requests on several occasions. Furthermore, the separation of the Note from the Mortgage as a matter of law makes the instrument invalid and unenforceable. In support of its return to Plaintiff's motion, the Defendant has submitted numerous affidavits, documents, exhibits with the latest affidavit being filed on September 26, 2022. The Defendant's Affidavit clearly establishes the separation of the Note and Mortgage, which nullifies the validity of said instruments. As a matter of law it is invalid and not enforceable

The Defendant's affidavits, exhibits and other supporting documents, clearly establish the essential elements and facts of the Plaintiff's lack of a cause of action for foreclosure. It established there are improprieties and fraudulent documents submitted by Plaintiff and due to that fact, summary judgment is appropriate as a matter of law. The Defendant is entitled to recover from the Plaintiff reasonable attorney's fees and Costs incurred (**See Defendant's Affidavit of Attorney Fees & Costs Exhibit #11**) in defending this action. Furthermore, the Plaintiff has not set forth any evidence to support their claim which contradicts the UCC Code of law, as well as the U.S. Supreme Court on the validity of said instruments and the perfection of the chain of title.

Pursuant to Rule 56(b) of the SCRPC, once the defending party meets this burden of showing an absence of evidentiary support for the Plaintiff's case, a party may not rely on mere allegations contained in his pleadings to withstand a Motion for Summary Judgment but must set forth specific facts showing there is no genuine issue for trial. Peterson v. West American Ins. Co., 336 S.C. 89, 518 S.E.2d 608 (Ct. App. 1999). The Defendant is entitled to summary judgment as to its dismissing Plaintiff's cause of action for foreclosure. Defendant, however, is entitled to a dismissal of this action with prejudice.

CONCLUSIONS OF LAW

This Supplement to memorandum has made it clear that as a matter of law:

- 1) that the Plaintiff is not a legally recognized corporate entity chartered in any of the states of the United States of America entity or real party of interest at the time it took an assignment of the note and mortgage subject to this action and does not have standing to sue the Defendant.
- 2) the Uniform Commercial Code for Years states clearly that the mortgage follows the note and the note follows the mortgage. The UCC 3:309(2) says that Plaintiff must “prove” its right to enforce the instrument.
- 3) Defendant's filed Affidavit (**Refer to Defendant's Affidavit Exhibit #1**) shows that there were fabricated documents that proved the Plaintiff is not a real party of interest and can not foreclose on Defendant's property as a matter of law. It is then appropriate to grant Defendant's Summary Judgment and dismiss Plaintiff's foreclosure action with prejudice. Spencer v. Miller, 259 S.C. 453, 192 S.E.2d 863 (1972).
- 4) In 2016 the California Supreme Court ruled in Yvanova v. New Century Mortgage Corporation (Case No. S218973, Cal. Sup. Ct. February 18, 2016) that homeowners have legal standing to challenge an assignment of the mortgage loan contract in an action for wrongful foreclosure on the grounds that the assignment(s) is/are void.
- 5) Defendant's Response to the Plaintiff's motion for summary judgment clearly identify the fraud, fraud misrepresentation, deception and the law that protect Defendant from foreclosure fraud (**See Defendant's Response to Plaintiff's motion for summary judgment Exhibit #12**).
- 6) The Defendant also asserts that this case should be and should have been barred by the doctrine of res judicata¹.

In South Carolina, litigants are barred from raising issues which were previously

¹ See Exhibit #12 Sloan's Deposition Transcript

adjudicated or might have been raised in the former suit. See *Hilton Head Ctr. of South Carolina Inc. v. Public Service Commission of South Carolina*, 294 S.C. 9, 362 S.B.2d 176, 177 (1987), cited in *Toney v. Lasalle Bank Nat'l Ass'n*, 895 F. Supp.2d 455 (D.S.C. 2012). In this instance, all the claims asserted in the Plaintiff's Complaint should have been raised in the state court foreclosure action, in which Plaintiff was granted foreclosure judgment. Plaintiff failed to pursue the foreclosure judgment and vacated and dismissed the case (Case No. 2009-CP-07-05612). Plaintiff dismissed this foreclosure judgment on February 12, 2010. The four elements of res judicata are set forth in the Sumprme Court's opinion in *Plum Creek Dev. C., Inv. v. City of Conway*, 334 S.C. 30, 512 S.E.2d 106, 109 n. 3 (1999);²

- 1) The subject matter is the same; Deutsche Bank foreclosure action against Defendant and property;
- 2) The properly named parties are the same according to the Plaintiff; Duetsche Bank and Defendant.
- 3) The same evidence exists in both cases; The alleged loan, alleged mortgage and the Defendant's alleged default; and
- 4) All the Plaintiff's claims arise out of the same transaction. The loan, Mortgage and the Plaintiff's alleged default on the loan.

Other opinions have included as an element that the issue in the former suit must have been adjudicated. These cases have been adjudicated resulting in default judgments against the defendant; however, Plaintiff failed to pursue each foreclosure judgment granted to them. See *Riedman Corp v. Greenville Steel Structure, Inc.*, 3089 S.C. 467, 419 S.E.2d 217 (1992); *Sealy v. Dodge*, 289 S.C. 543, 347 S.E.2d 504 (1986). The element is satisfied here as well as the foreclosure judgments that were granted and then vacated and dismissed by the Plaintiff in these court proceedings. "Res Judicata is applied to prevent the re-litigation of claims, and thus

² "As noted by Professor Flanagan, South Carolina courts use varios tests in determining whether a claim should have been raised in a prior suit: 1) when there is identity of the subject matter in both cases; 2) where the cases involve the same primary right held by the plaintiff and one primary wrong committed...; 3) when there is the same evidence in both cases; and recently 4) when the claims arise out of the same transaction or occurrence. South Carolina Civil Procedure, pp.649-50"

prevent the unsettling lane of a major judgment, whether by increasing, or decreasing the award of the reversing the results. "Heckert v. Dotson, 272 F.3d 253, 258 (4th Cir. 2001). Furthermore, not only "bar[s] claims that were raised and fully litigated," but also prevents litigation of all grounds for defenses to recovery that were previously available to the parties, regardless of whether they were asserted or determined in the prior proceedings. " Peugeot Motors v. Auto distrib., 892 F. 2.d 355, 359) (4th Cir. 1989) (quoting Brown v. Felson, 422 U.S 127, 131).

For these reasons, the motion for summary judgment must not be granted and this case should be dismissed with prejudice in its entirety.

7) Plaintiff's claims are barred by the doctrine of collateral estoppel.

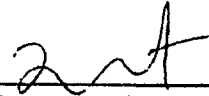
Collateral estoppel, also known as issue preclusion, prevents a party from re-litigating an issue that was decided in a previous action, regardless of whether the claims in the first and subsequent lawsuits are the same. Judy v Judy, 383 S.C. 1, 7, 677 S.E.2d 213, 217 (Ct. App. 2009). The party asserting collateral estoppel must demonstrate that the issue in the present lawsuit was: (1) actually litigated in prior action; (2) directly determined in prior action; (3) necessary to support the prior judgment. Carolina Renewal, Inc. v. South Carolina Dept. of Transp., 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App 2009); Beall v. Doe, 281 S.C. 363, 369 n, 1, 315 S.E.2d 186,189-90 n. 1 (Ct. App. 1984)

Here it cannot be disputed that the issue in the present lawsuit, i.e., whether Deutsche Bank National Trust Company lawfully foreclosed in the 2009 foreclosure action, and the alleged loan, and alleged mortgage and Defendant's alleged default, were (1) actually litigagted. There was a foreclosure judgment granted. However, Plaintiff chose not to pursue the foreclosure judgment and they vacated and dismissed the case; that those matters were (2) directly determined in the prior action; Plaintiff re-filed in April 2010 with those same matters (3) necessary to support the prior judgment; foreclosure judgment was granted; However, Plaintiff chose not to pursue the foreclosure and vacate and dismisses the case in 2016; Plaintiff's re-filed case with same matters, necessary to support prio judgment. Again was granted foreclosure judgment, this time Plaintiff vacated foreclosure and aset aside the case in response to

Defendant's filed Affidavit showing that there are material issues of fact that remain to be decided. Thus, when an issue of material fact exists, the appropriate action is to deny and dismiss Plaintiff's Summary Judgment with prejudice. Spencer v. Miller, 259 S.C. 453, 192 S.E.2d 863 (1972).

For all these reasons stated herein above, the Plaintiff's motion for summary judgment must be dismissed with prejudice in its entirety on the grounds of res judicata, doctrine of collateral estoppel. Accordingly, the Plaintiff's motion for summary judgment must be denied as well as the dismissal of this action with prejudice in its entirety.

Respectfully submitted,



Terry Lennette Grant
P O Box 21936
Hilton Head Island, SC 29925
843-301-5750

March 2, 2023
Hilton Head Island, SC

STATE OF SOUTH CAROLINA

CIRCUIT 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 Alls,

Defendant(s)

IN THE CIRCUIT COURT
FOURTEENTH JUDICIAL
C/A NO.: 2016-CP-07-01466

**SUPPLEMENT TO
DEFENDANT'S RESPONSE
IN OPPOSITION TO
PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

TO: Chad W. Burgess, Esq., and the Brock & Scott Law Firm; Attorneys for the Plaintiff.

The Defendant submits this Supplement to response in opposition to the Plaintiff's renewed motion for summary judgment and hereby incorporates herein by reference thereto all previously filed documents filed in this action including previously and currently filed exhibits, documents and affidavits and documents from prior dismissed foreclosure actions against her within the chain of transactions among the parties to this action.

INTRODUCTION

On or about September 18, 2006, the Plaintiff alleged that, Terry Lennette Grant (hereinafter referred to as the "Defendant") executed, and delivered to NovaStar Mortgage, Inc. a certain Mortgage Note ("Note") in writing wherein and whereby the Defendants promised to pay to the Plaintiff, the principal sum of \$680,000.00, together with interest at an adjustable interest rate with an initial interest rate of 7.75% per annum on the unpaid balance; said principal and interest being payable in monthly installments initially of \$4,871.60, commencing on the 1st day of each month thereafter until the said Note is fully paid. In order to secure the payment of said

Page 693 of 799

Note, the Plaintiff alleged that said Terry Lennette Grant, did on the same date, to wit, September 18, 2006, make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., its successors and assigns, a certain real estate Mortgage ("Mortgage") covering real property located in Beaufort County, South Carolina as more fully described in said Mortgage.

Defendant stated clearly in said Affidavit (**See Affidavit and Attachments Exhibit#1**) that she did not sign a Note (See Adjustable Rate Note Signature Page and Defendant's actual Signature Exhibit #2) to secure an alleged Mortgage. Documents were not accurate and there was incorrect information within closing documents. Defendant walked out of office, declining to complete the closing transaction. Notably, the legal description was not accurate along with other discrepancies within said documents presented for her signature.

Plaintiff, according to the HUD Closing Statement (**See HUD Closing Statement Exhibit # 3**), stated they paid Green Point Mortgage \$387,910.25 to pay off an alleged first mortgage. Plaintiff claimed that this transaction took place on or around September 18, 2006; however, Green Point Mortgage was satisfied, by the Defendant, in full for \$398,000 on April 21, 2004, according to Green Point's Release of Mortgage (**See Release of Mortgage Exhibit #4**).

Plaintiff(s) did not disclose all pertinent information to Defendant, especially her Notice Of Right to Cancel, according to TILA Act 15 USC Section 1601 et seq; 12 CFR Part 266; however, Plaintiff, by way of emails through third party communication, clearly stated Defendant has not signed all necessary closing documents, as of September 19, 2006. (**See E-mails attached as EXHIBIT 5.**) These Emails clearly support the fact that any promissory note with Defendant's signature throughout all closing documents are not Defendant's signature. When Defendant left the closing table, it was clear that the deal was off. She was not going forward with this transaction. Defendant consistently requested Plaintiff to provide her with original note and original mortgage to substantiate their claim; however, Plaintiff refused each time. The Plaintiff's vacated foreclosure judgment, then refiled the same case however, this time

Plaintiff added additional documents, assignment, corrective assignment and allonges, etc.

Included in the Plaintiff's Complaint is an action for reformation of Mortgage to change the legal description from that the subject property is described in the original Mortgage to add Defendant's house on .46 acres that was never a part of any agreement with Defendant. Plaintiff states that "The Mortgage was recorded September 26, 2006, in the ROD's Office for Beaufort County in Book 2448 at page 823". However, Plaintiff did not disclose that the legal description that was recorded was not Defendant's property and did not include a house on .46 acres.

Plaintiff's states "The referenced mortgage legal was reformed by Order Granting Plaintiff's Motion for Partial Summary Judgment recorded February 7, 2014, in Civil Action No. 2010-CP-07-01690". Defendant's position is that the mortgage reformation was illegally changed, which the court granted. Plaintiff has not provided any evidence or proof that they are really party of interest. By law 15 USC Code 1692g, Plaintiff MUST validate this debt. According to Glaski vs Bank of America, N.A., 218 Cal.App.4th 1079, the original note must be in possession of the Plaintiff. Furthermore, Plaintiff's civil action was dismissed.

Plaintiff states, "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". Defendant states, thereafter, Deutsche Bank National Trust Company received an alleged assignment, even though the Plaintiff's entity did not exist when alleged assignment was issued (See **Business Entity Search Affidavit Exhibit #6**). Defendant is still requesting Plaintiff to validate its standing in this proceeding and to produce the Original Note and Original Mortgage as required by law. If one is produced at this point, it will constitute fraud.

Plaintiff states, "The Mortgage evidence and secures the repayment of money advanced by the Mortgagee to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the Mortgaged premises." Defendant may agree with the statement, once Plaintiff substantiates its right to sue the Defendant as required by law. At this time, no financial entity or company can foreclose due to the original note not being produced as required by law. Since the Plaintiff has not or cannot furnish the original note and original mortgage, they cannot foreclose. Nor do they have any right to the property, directly or indirectly.

Plaintiff states, "Copies of the Note, Mortgage, and assignment have previously been filed with the Court with the Plaintiff's Affidavits filed July 27, 2018, and April 2, 2021." Defendant's position as due the law required original Note and Mortgage ONLY. By law copies of the note and mortgage cannot and will not be sufficient.

Plaintiff states, "The original Note has been presented to this Court for inspection and Plaintiff will again make the original note available to the Court for inspection at the hearing on this motion." Defendant states, at hearing date August 3, 2021, the original was not presented to this Court as stated. The transcript stated, "No Exhibits were submitted" (**See Transcript dated August 3, 2021, Exhibit #7**). The UCC 3:308 clearly states, that "(a) If an action to enforce the instrument is brought against a person as the undisclosed principal of a person who signed the instrument as a party to the instrument, the plaintiff has the burden of establishing that the defendant is liable on the instrument as a represented person under UCC Section 3-402(a)."

Plaintiff states, "In and by the terms of said Note and 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. In and by the terms of the said Note, it is further provided that the maker thereof shall pay all collection costs, including reasonable attorney's fees, if the said Note be placed in the hands of an attorney for collection after default. 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."

Defendant states, according to federal and state statutes the Note and the Mortgage securing the same must be 1) in the possession of the foreclosing entity 2) Must be original Note and Original Mortgage 3) Must not separate. Plaintiff filed many lawsuits against Defendant without having standing, possession of Original Note and Mortgage Wells Fargo Bank v. Marchione, 887 N.Y.S.2d 615 (N.Y. App. Div. 2009); however, Plaintiff attempted by having the Mortgage assigned on December 2, 2009. However, Plaintiff filed a suit against Plaintiff on December 1, 2009, to later have it dismissed and vacated. Plaintiff separated the Mortgage when it was assigned on December 2, 2009 (**See the Assignment of Mortgage Exhibit #8**), and

recorded December 10, 2009. By law this makes the Note invalid. Three (3) years later, Plaintiff has an Allonge created dated June 25, 2012 (**See Allonges of Note Exhibit #9**), to catch up with the Mortgage, Wells Fargo Bank v. Byrd, 897 N.E.2d 722 (Ohio App. 2008) Clearly stating by law, no standing to foreclose absent note and mortgage assignment. This could constitute fraud and fraud misrepresentation on all levels. Six (6) years later, Plaintiff has a corrective assignment of the Mortgage prepared (**See Corrective Assignment of Mortgage Exhibit #10**); however, it does not state the actual correction, further showing the separation of the Note from the Mortgage. At no time and not in the record of this Court has there been any identity of the “original” note that mortgage note secures in this alleged loan. There can be no lawful foreclosure action without both parts of the loan document (loan application and the security note) presented for forensic examination.

On December 28, 2015, Defendant sent and filed a letter to Plaintiff via Plaintiff’s counsel, requesting that Plaintiff validate the debt by producing the original Note and Mortgage, Notice of Right to Cancel, and host of other evidence to substantiate standing and/or real party of interest. Instead of providing Defendant with the requested information, the Plaintiff realized the foreclosure would fail. Plaintiff filed a motion to vacate foreclosure proceedings and cancel Lis Pendens. Order was granted on January 14, 2016, vacating their foreclosure judgment. Wells Fargo Bank, N.A. v. Lupori, 8 A.3d 919 (Pa. Super. 2010) (foreclosure failed where no mortgage chain asserted).

On June 29, 2016, the Plaintiff filed its Lis Pendens, Summons, and Complaint for Foreclosure; on November 9, 2017, the Plaintiff filed its Amended Lis Pendens, Amended Summons, and Amended Complaint for Foreclosure. Plaintiff still has not provided Defendant with her request to validate debt. Plaintiff had the mortgage assigned on December 2, 2009, but not the note. In order for a mortgage, deed of trust or promissory note to be valid, it must have what is known as “perfection” of the chain of title. There must be a clear, unambiguous record of ownership from the time Defendant signed papers at closing, to the present moment. Any lapse in the chain of title causes a “defect” in the instrument, making it invalid. The U.S. Supreme Court case Carpenter v. Logan ruled that where a promissory note goes, a deed of trust must follow. The deed and the note cannot be separated. Plaintiff has demonstrated they separated the

mortgage from the note. Glaski vs Bank of America, N.A., 218 Cal.App.4th 1079 it was ruled that the foreclosing entity must have both original note and mortgage at the time of foreclosure. Defendant's affidavit stated "she did not sign the note nor completed closing transaction as Plaintiff led this Court to believe.

MEMORANDUM OF LAW

The Defendants have presented this case in the posture of a motion for summary judgment; thus, it is governed by South Carolina Rules of Civil Procedure Rule 56(c) SCRPC. This rule provides a motion for summary judgment shall be granted if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.

Under Rule 56(c), the party seeking summary judgment has the initial responsibility of demonstrating the absence of a genuine issue of material fact." Baughman v. Am. Tel. & Tel. Co., 306 S.C. 101, 115, 410 S.E.2d 537, 545 (1991). This initial responsibility may be discharged by pointing out to the trial court that there is an absence of evidence to support the non-moving party's case, and it is not necessary for the moving party to support its motion with affidavits or other similar materials negating the opponent's claim. *Id.* Once the moving party carries its initial burden, the opposing party must do more than rest upon the mere allegations or denials of his pleadings, but must, by affidavit or otherwise, set forth specific facts to show that there is a genuine issue for trial. *Id.*; Rule 56(e), SCRPC.

"In determining whether any triable issues of fact exist, the court must view the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party." David v. McLeod Reg'l Med. Ctr., 367 S.C. 242, 247, 626 S.E.2d 1, 3 (2006). In cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence in order to withstand a motion for summary judgment. Hancock v. Mid-South Mgmt. Co., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). Summary judgment is not appropriate where further inquiry into the facts of the case is

desirable to clarify the application of the law. Lanham v. Blue Cross & Blue Shield of S.C., 349 S.C. 356, 362, 563 S.E.2d 331, 333 (2002). Moreover, because summary judgment is a drastic remedy, it should be cautiously invoked to ensure a litigant is not improperly deprived of a trial on disputed factual issues. Madison ex rel. Bryant v. Babcock Ctr., Inc., 371 S.C. 123, 134, 638 S.E.2d 650, 655 (2006).

II. DISCUSSION

1. The Defendant has established all of the facts necessary to prevail as to the denying Plaintiff's motion for summary judgment on its cause of action for foreclosure.

The original Note and original Mortgage are direct evidence that would substantiate the terms and existence of the agreement allegedly entered into by the Defendant. However, Plaintiff has not provided such evidence, even though Defendant requested it on several occasions. Furthermore, the separation of the Note from the Mortgage as a matter of law make instrument invalid and unenforceable. In support of its return to Plaintiff's motion, the Defendant has submitted numerous affidavits, documents, exhibits with the latest affidavit being filed on September 27, 2022. The Defendant's Affidavit clearly establishes the separation of the Note and Mortgage, which nullifies the validity of said instruments. As a matter of law, it is invalid and not enforceable.

The Defendant's Affidavits clearly establish the essential elements and facts of the Plaintiff's lack of a cause of action for foreclosure. It established there are material issues of fact, summary judgment is not appropriate, and summary judgment should be denied and dismissed with prejudice. Summary judgment is not appropriate when "there are genuine issues as to any material fact and that the non- moving party is entitled to judgment as a matter of law." Rule 56(c), South Carolina Rules of Civil Procedure. Further, the Defendant is entitled to recover from the Plaintiff reasonable attorney's fees and Court Costs incurred in defending this action. Furthermore, the Plaintiff has not set forth any evidence to support their claim which contradicts the UCC Code of law, U.S. Supreme Court Federal and State statute provided herein on the validity of said instruments and the perfection of the chain of title.

The only documents sworn to in the Office of the Registrar is the Satisfaction of Lost Mortgage and the Affidavit of Lost Mortgage (See **Lost Mortgage and Satisfaction of Lost**

Mortgage Exhibit #11). There is nothing sworn to in the record of this Court or the record of the Office of the Registrar that rebuts the Affidavit of Lost Mortgage, sworn to by Mortgage Electronic Registration Systems, Inc., as Nominee of GreenPoint Mortgage Funding, Inc., by Linda Storr-DAW, Vice-President, and in particular, in the last lines that says; “that the original mortgage has been lost, cannot be found; that the mortgage has not been assigned hypothecated, or disposed of otherwise”.

Pursuant to Rule 56(e) of the SCRPC, once the non-moving party meets this initial burden of showing an absence of evidentiary support for the Plaintiff’s case, a party may not rely on mere allegations contained in his pleadings to withstand a Motion for Summary Judgment but must set forth specific facts showing there is a genuine issue for trial. Peterson v. West American Ins. Co., 336 S.C. 89, 518 S.E.2d 608 (Ct. App. 1999). Because there are genuine issues of material fact left to be determined, the Plaintiff is not entitled to summary judgment as to its cause of action for foreclosure. Defendant, however, is entitled to a dismissal of this action with prejudice.

CONCLUSION

This memorandum has made it clear that as a matter of law, 1) that the Plaintiff is not a legally recognized corporate entity chartered in any of the states of the United States of America entity or real party of interest at the time it took an assignment of the note and mortgage subject to this action and does not have standing to sue the Defendant. 2) Additionally, the Uniform Commercial Code for Years states clearly that the mortgage follows the note, and the note follows the mortgage. The UCC 3:309(2) says that Plaintiff must “prove” its right to enforce the instrument. 3) Glaski vs Bank of America N.A., 218 Cal.App.4th 1079 ruled that the foreclosing entity must have both original note and mortgage at the time of foreclosure and the Plaintiff did not. 4) The chain of title was not perfected. The chain of title is a possible fraudulent chain. Thus, the note backing the debt, both could possibly be considered fraud. 5) Plaintiff did not provide the Defendant with Notice of Right to Rescission according to 15 U.S.C. § 1635(f). Borrowers may affect that rescission simply by notifying the creditor of their intent to rescind within the three-year period Jesinoski v. Countrywide Home Loans, 135 S. Ct. 790, 792 (2015). 6) There is no proof sworn to in the record of the Court that Deutsche Bank National Trust Company is the Owner/Holder in Due Course of the “original note (application) and mortgage

(security deed) at the filing of this Complaint for Foreclosure. 7) There is no lawful assignment of the alleged loan/note in the record of the Office of the Registrar of Deeds for Beaufort County South Carolina to Deutsche Bank National Trust Company or anyone else. 8) all copies of documents accepted by this Court can be considered presentation of "counterfeit securities" by people supposedly "learned in law" and for this Court to accept it to make a judgment, is considered as an action of securities fraud.

CONCLUSIONS OF LAW

- 1) The Defendant also asserts that this case should be and should have been barred by the doctrine of res judicata¹.

In South Carolina, litigants are barred from raising issues which were previously adjudicated or might have been raised in the former suit. See Hilton Head Ctr. of South Carolina Inc. v. Public Service Commission of South Carolina, 294 S.C. 9, 362 S.B.2d 176, 177 (1987), cited in Toney v. Lasalle Bank Nat'l Ass'n, 895 F. Supp.2d 455 (D.S.C. 2012). In this instance, all the claims asserted in the Plaintiff's Complaint should have been raised in the state court foreclosure action, in which Plaintiff was granted foreclosure judgment. Plaintiff failed to pursue the foreclosure judgment and vacated and dismissed the case (Case No. 2009-CP-07-05612). Plaintiff dismissed this foreclosure judgment on February 12, 2010. The four elements of res judicata are set forth in the Sumpreme Court's opinion in Plum Creek Dev. C., Inv. v. City of Conway, 334 S.C. 30, 512 S.E.2d 106, 109 n. 3 (1999);²

- 1) The subject matter is the same; Deutsche Bank foreclosure action against Defendant and property;
- 2) The properly named parties are the same according to the Plaintiff; Duetsche Bank and Defendant.
- 3) The same evidence exists in both cases; The alleged loan, alleged mortgage and the Defendant's alleged default; and

¹ See Exhibit #12 Sloans Deposition Transcript

² "As noted by Professor Flanagan, South Carolina courts use varios tests in determining whether a claim should have been raised in a prior suit: 1) when there is identity of the subject matter in both cases; 2) where the cases involve the same primary right held by the plaintiff and one primary wrong committed...; 3) when there is the same evidence in both cases; and recently 4) when the claims arise out of the same transaction or occurrence.South Carolina Civil Procedure, pp.649-50"

- 4) All the Plaintiff's claims arise out of the same transaction. The loan, Mortgage and the Plaintiff's alleged default on the loan.

Other opinions have included as an element that the issue in the former suit must have been adjudicated. These cases have been adjudicated resulting in default judgments against the defendant; however, Plaintiff failed to pursue each foreclosure judgment granted to them. See *Riedman Corp v. Greenville Steel Structure, Inc.*, 3089 S.C. 467, 419 S.E.2d 217 (1992); *Sealy v. Dodge*, 289 S.C. 543, 347 S.E.2d 504 (1986). The element is satisfied here as well as the foreclosure judgments that were granted and then vacated and dismissed by the Plaintiff in these court proceedings. "Res Judicata is applied to prevent the re-litigation of claims, and thus prevent the unsettling lane of a major judgment, whether by increasing, or decreasing the award of the reversing the results. "Heckert v. Dotson, 272 F.3d 253, 258 (4th Cir. 2001). Furthermore, not only "bar[s] claims that were raised and fully litigated," but also prevents litigation of all grounds for defenses to recovery that were previously available to the parties, regardless of whether they were asserted or determined in the prior proceedings. " *Peugeot Motors v. Auto distrib.*, 892 F. 2.d 355, 359) (4th Cir. 1989) (quoting *Brown v. Felson*, 422 U.S 127, 131).

For these reasons, the motion for summary judgment must not be granted and this case should be dismissed with prejudice in its entirety.

- 2) Plaintiff's claims are barred by the doctrine of collateral estoppel.

Collateral estoppel, also known as issue preclusion, prevents a party from re-litigating an issue that was decided in a previous action, regardless of whether the claims in the first and subsequent lawsuits are the same. *Judy v Judy*, 383 S.C. 1, 7, 677 S.E.2d 213, 217 (Ct. App. 2009). The party asserting collateral estoppel must demonstrate that the issue in the present lawsuit was: (1) actually litigated in prior action; (2) directly determined in prior action; (3) necessary to support the prior judgment. *Carolina Renewal, Inc. v. South Carolina Dept. of Transp.*, 385 S.C. 550, 554, 684 S.E.2d 779, 782 (Ct. App 2009); *Beall v. Doe*, 281 S.C. 363, 369 n, 1, 315 S.E.2d 186,189-90 n. 1 (Ct. App. 1984)

Here it cannot be disputed that the issue in the present lawsuit, i.e., whether Deutsche Bank National Trust Company lawfully foreclosed in the 2009 foreclosure action, and the alleged loan, and alleged mortgage and Defendant's alleged default, were (1) actually litigated.

There was a foreclosure judgment granted. However, Plaintiff chose not to pursue the foreclosure judgment and they vacated and dismissed the case; that those matters were (2) directly determined in the prior action; Plaintiff re-filed in April 2010 with those same matters (3) necessary to support the prior judgment; foreclosure judgment was granted; However, Plaintiff chose not to pursue the foreclosure and vacate and dismisses the case in 2016; Plaintiff's re-filed case with same matters, necessary to support prior judgment. Again was granted foreclosure judgment, this time Plaintiff vacated foreclosure and set aside the case in response to Defendant's appeal and Motion For Relief of Judgment.

Defendant's filed Affidavit showing that there are material issues of fact that remain to be decided. Thus, when an issue of material fact exists, the appropriate action is to deny and dismiss Plaintiff's Summary Judgment with prejudice. Spencer v. Miller, 259 S.C. 453, 192 S.E.2d 863 (1972).

For all these reasons stated herein above, the Plaintiff's motion for summary judgment must be dismissed with prejudice in its entirety on the grounds of res judicata, doctrine of collateral estoppel. Accordingly, the Plaintiff's motion for summary judgment must be denied as well as the dismissal of this action with prejudice in its entirety.

Respectfully submitted,



Terry Lennette Grant, Pro Se

March 2, 2023
Hilton Head Island, SC

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 Alls,)

Defendant(s))

) IN THE CIRCUIT COURT
) FOURTEENTH JUDICIAL CIRCUIT
) C/A NO.: 2016-CP-07-01466

) OPPOSITION/RECONSIDERATION
) AND/OR APPEAL OF
) SPECIAL REFEREE APPOINTMENT

2023 MAR -9 AM 11:58
JANET ANN HENDERSON
CLERK OF COURT
BEAUFORT COUNTY, S.C.

TO: Honorable Judge Carmen T. Mullen

Pursuant to Rules 53 and 2013 South Carolina Code of Laws Title 14 -
Courts, Chapter 11§14-11-60 Appointment of special referee and South Carolina
Rules of Civil Procedure 5(b)(3), Defendant was not provided the opportunity or a copy
of proposed order of reference (SC Rule 5(b)(3) to agree with this appointment of a
special referee in this case. It states, "upon agreement of the parties".

In addition to the above violations of South Carolina Law 14-11-60 and SCRCP
Plaintiff, specifically violated Rule 5(b)(3) which states, "Service of Proposed Orders and
other Papers. Any party providing a proposed order, proposed findings of fact or
conclusions of law, or proposed judgment or other paper to the court for its consideration
in any pending matter shall serve the same on all counsel of record at the same time and

by the same means". Defendant is a Pro Se Litigant and must be served at the same time.

Plaintiff never served the Defendant with the Proposed Order of Reference as required by SC Law. Instead, Plaintiff by and through Lauren Browder, Legal Assistant and Chad Wilson Burgess attorney for Plaintiff, attempted to circumvent the laws and rules of civil procedure, with the intent to deceive Defendant and the court (1) by Lauren Browder signing and filing a Certificate of Service claiming to have served the Defendant by placing it in the Mail on February 14, 2023 (See Exhibit #1 COS dated February 14, 2023). (2) the court record, (See Exhibit #2 Beaufort County Public Index, Page 2) does not reflect the filing of a Proposed Order of Reference dated February 14, 2023¹ as claimed on the Certificate of Service. (3) Plaintiff, Lauren Browder fabricated a response to Defendant, stating, that the Order of Reference filed on February 21, 2023² was and is the Order of Reference that was proposed and sent Defendant a copy of the Order of Reference, instead of providing a copy Proposed Order of Reference, that was filed on February 14, 2023, as requested by the Defendant (See Exhibit# 5 Emails correspondences between Plaintiff, Defendant and the Clerks of the Courts).

For the above said reason, the Defendant submits this oppositon/reconsideration and/or appeal to the appointment of a special referee for this said and requested that You, Judge Carmen T. Mullen reconsider your decision granting, by Order of Reference appointing this special referee. Plaintiff is requesting that you, Judge Carmen T.

¹ See Exhibit # 3: Plaintiff electronically filed Proposed Order and Certificate of Service on February 15, 2023; The Court states "Therefore they must be served by traditional means,

² See Exhibit #4 Order Of Reference and COS date February 21, 2023

Mullen allow the Defendant to participate in this process according to law. It appears to the Defendant that her 14th amendment rights of due process clearly has been violated by these actions of not following the proper procedure in appointing a special referee.

It appears that you, Judge Carmen T. Mullen blindly signed an order of reference prepared by Plaintiff Chad Wilson Burgess without properly reviewing a Proposed Order of Reference first, in conjunction with the Defendant's comments, objections, and/or consideration of said appointment as required by South Carolina Law and Rules of Civil Procedure. Clearly, Defendant's comments, objections and/or consideration was not included because she never served, with the specific document entitled "Proposed Order of Reference" submitted nor filed as required by South Carolina law and civil procedure.

According to your statement in the 2014 Order in the case State of South Carolina v. George Stinney, Jr., where you stated, "Fourteenth Amendment's protection of fundamental notions of due process" basically is afforded to all under the constitution. In addition, you clearly stated, "As Judge, my responsibility to the court and to this State is to apply the law and see that justice is served" and "I am mindful that in 1947 litigation began in this very county in the matter of Briggs v. Elliot that culminated in the landmark decision Brown v. Board of Education, the preeminent case in our nation's history emanating equality for all. 347 U.S. 483, 486 n.1 (1954). Regardless of that progress, from time to time we are called to look back to examine our still-recent history and correct injustice where possible. Our common law provides for extraordinary relief, equitable in nature, where great and fundamental injustice has occurred. I can think of no

greater injustice than a violation of one's Constitutional rights".

With that being said, the Defendant calls upon you to reverse an injustice that was posed upon Defendant in this process of appointing a special referee without Defendant being heard or even considered as party to this decision you made that will affect my life, liberty and pursuit of happiness drastically.

Enlight of the facts and evidence before you, that Plaintiff violated my 14th Amendment rights under the constitution, the South Carolina Code 14-11-60, and the South Carolina Rules of Civil Procedure 5(b)(3) by submitting to you, an Order Of Reference to sign without providing (1) the Proposed Order of Reference for your review, (2) factual evidence of service to the Defendant as required by law, and (3) your signing that Order of Reference without Defendant's comments, objection and/or consideration as required by law, which put the Defendant at a disadvantage.

Considering the facts that previous Judge that preside over this case, (13) thirteen plus years, decided to recused himself due to conflict, it would seem that the court would be more careful to ensure that South Carolina laws and civil procedures are followed and applied properly in making decisions. Defendant had the right to be informed, received notice and the right to comment, object and/or consent to said appointment, before a decision was made.

For all these reasons stated herein above, Defendant is respectfully requesting that you reconsider, reverse, or rescind that appointment of this special referee and either consider a new special referee, considered the Defendant's recommendation of a new special referee or consider recusing yourself from this case as to the appointing of a

special referee.

SIGNATURE PAGE

Respectfully submitted,



March 8, 2023

Dr. Terry Lennette Grant
P O Box 21936
Hilton Head Island, SC 29925
terrygrantseries@gmail.com

**OPPOSITION/RECONSIDERATION AND/OR APPEAL OF SPECIAL REFEREE
APPOINTMENT**

Exhibit # 1

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,

Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

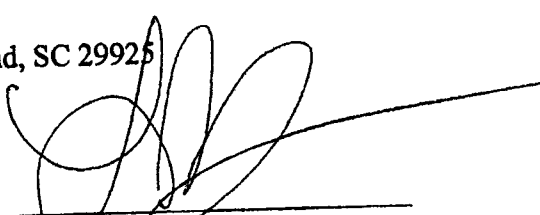
The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on 2/14/2023, he/she served a copy of the below listed documents by Mail by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Document served: Proposed Order of Reference, Certificate of Service by Mail
Party (ies) Served:

Occupant(s)
226 Wildhorse Road
Hilton Head Island, SC 29926

Terry Lennette Grant
PO Box 21936
Hilton Head Island, SC 29926



Lauren Browder
Brock & Scott, PLLC

Columbia, South Carolina

Exhibit # 2



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 , defendant, et al

Case Number:	2016CP0701466	Court Agency:	Beaufort County Common Pleas	Filed Date:	06/29/2016
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Referred To Master	Assigned Judge:	Special Referee G S And C P		
Disposition:		Disposition Date:		Disposition Judge:	
Original Source Doc:		Original Case #:		Restore Reason:	Reopened 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
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	02/21/2023-14:08	
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,	NEF(02-17-2023 11:56:03 AM)	Filing		02/17/2023-		

Catherine	Notice/Notice of Hearing			11:56		
Alls, Catherine	Notice of Hearing	Filing		02/17/2023-11:56		
Alls, Catherine	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Alls, Catherine	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Dangerfield, Brook	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Dangerfield, Brook	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Glenn, Caroline Richardson	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Glenn, Caroline Richardson	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Stork, William Price	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Stork, William Price	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Wooten, Kenneth Gregory III	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Wooten, Kenneth Gregory III	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Burgess, Chad Wilson	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Burgess, Chad Wilson	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Powers, Mary R.	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Powers, Mary R.	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Johnson, Genevieve Speese	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Johnson, Genevieve Speese	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Grant, Terry Lennette	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
Grant, Terry Lennette	3/7/2023_MOTION_Roster/Notice of Motions Roster Publication	Action		02/16/2023-15:15		
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	Order/Order Cover Sheet \$25.00	Filing		02/14/2023-16:12		
Deutsche Bank National Trust Company	Certificate Of Service by Mail	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	Crt Svc Notice of Deposition of Wm H Sloan Jr to parties	Filing		12/19/2022-17:13	Page 713 of 799	

Exhibit # 3

***** IMPORTANT NOTICE - READ THIS INFORMATION *****
NOTICE OF ELECTRONIC FILING [NEF]

A filing has been submitted to the court RE: 2016CP0701466

Official File Stamp:

02-14-2023 04:12:50 PM

Court:

CIRCUIT COURT

Common Pleas

Beaufort

Case Caption:

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

Event(s):

Order/Order Cover Sheet \$25.00

Document(s) Submitted:

Service/Certificate Of Service

Proposed Order/Referred to Master or Special
Referee

Filed by or on behalf of:

Chad Wilson Burgess

This notice was automatically generated by the Court's auto-notification system.

The following people were served electronically:

Mary R. Powers for Deutsche Bank National Trust
Company

Caroline Richardson Glenn for Deutsche Bank
National Trust Company

Brook Dangerfield for Deutsche Bank National
Trust Company

Chad Wilson Burgess for Deutsche Bank National
Trust Company

Kenneth Gregory Wooten, III for Deutsche Bank
National Trust Company

William Price Stork for Deutsche Bank National
Trust Company

ELECTRONICALLY FILED - 2023 Feb 15 9:26 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701466

Certificate of Electronic Notification

Recipients

Caroline Glenn - Notification transmitted on 02-14-2023 04:14:02 PM.

Genevieve Johnson - Notification transmitted on 02-14-2023 04:14:03 PM.

Kenneth Wooten - Notification transmitted on 02-14-2023 04:14:03 PM.

Brook Dangerfield - Notification transmitted on 02-14-2023 04:14:03 PM.

Chad Burgess - Notification transmitted on 02-14-2023 04:14:02 PM.

William Stork - Notification transmitted on 02-14-2023 04:14:02 PM.

Mary Powers - Notification transmitted on 02-14-2023 04:14:00 PM.

Genevieve Speese Johnson for Deutsche Bank
National Trust Company

The following people have not been served electronically by the Court. Therefore, they must be served by traditional means:

Catherine Alls for Catherine Alls

Catherine Alls for Catherine Alls

Terry Lennette Grant for Terry Lennette Grant

Terry Lennette Grant for Terry Lennette Grant

Exhibit #. 4

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 Lynnette Grant,

Defendant.

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-07-01466

ORDER OF REFERENCE
(Action for Foreclosure)

It appearing pursuant to Rule 53, S.C.R.C.P., that this action is one for the foreclosure of a mortgage and referral to The Honorable Benjamin C.P. Sapp, as Special Referee. The matter had previously been referred to The Honorable Marvin H. Dukes, III, who recused himself from further service in this matter by Order entered December 1, 2022. For good cause shown, the above captioned action may be referred to The Benjamin C.P. Sapp, as Special Referee for Beaufort County, and that the Special Referee shall have the authority to enter a final judgment, with appeal, if any, directly to the South Carolina Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

THEREFORE, IT IS ORDERED that this matter is referred to The Honorable Benjamin C.P. Sapp as Special Referee for Beaufort County to direct entry of final judgment in this action under Rule 53 (b), SCRCPP. Any appeal from the final judgment entered by the Special Referee shall be directly to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules.

[SIGNATURE PAGES TO FOLLOW]

ISO MOVE:

/s/Chad W. Burgess
Chad W. Burgess, Esq.
S.C. Bar No. 72520
Attorney for the Plaintiff
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: 803-454-3540 Fax: 803-454-3541
Chad.Burgess@brockandscott.com

Counsel for 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

[JUDGE'S SIGNATURE PAGE TO FOLLOW]



Beaufort Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Terry Lennette Grant ,
defendant, et al
Case Number: 2016CP0701466
Type: Order/Referred to Master or Special Referee

So Ordered

s/Carmen T Mullen 2142

Electronically signed on 2023-02-18 18:27:23 page 3 of 3

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
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,

vs.

Terry Lennette Grant; Catherine Ails,
Defendants.

CERTIFICATE OF SERVICE BY MAIL

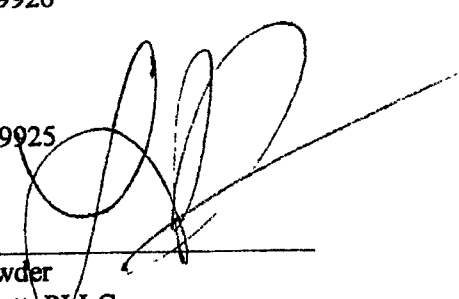
The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC,
and is a person of such age and discretion as to be competent to serve papers.

That on 2/21/2023, he/she served a copy of the Filed Order of
Reference and Certificate of Service by Mail by placing said copy in a postage paid envelope
addressed to each of the following persons at the address stated below, which is the last known
address, and by depositing said envelope and contents in the U.S. Mail.

Pleading: Filed Order of Reference and Certificate of Service by Mail
Party (ies) Served:

Occupant(s)
226 Wildhorse Road
Hilton Head Island, SC 29926

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



Lauren Browder
Brock & Scott, PLLC

Columbia, South Carolina

Exhibit # 5



Terry Grant <terrygrantseries@gmail.com>

Continued federal and state violations, questionable and possible unlawful/illegal practices in the South Carolina Courts USDC Case No 9:22-CV-04262-DCN-KDW

Terry Grant <terrygrantseries@gmail.com>

Tue, Mar 7, 2023 at 12:02 AM

To: Chad Burgess <Chad.Burgess@brockandscott.com>, Vivian <vivianmwoods@gmail.com>
Cc: "breakingnews@wsav.com" <breakingnews@wsav.com>, adavis@wsav.com, ssanchez@islandpacket.com, lwilson@islandpacket.com, lois.norder2@ajc.com, brad.schrade@ajc.com, tips@nycpost.com, "jeff.leen@washpost.com" <jeff.leen@washpost.com>

March 6, 2023

Dear Mr. Chad Wilson Burgess and others co-conspirators,

This has been dragging on for many years now. You stated in your documents since 2016; however, this has been going on long before 2016 and it is really getting old. However, I see you all just won't stop.

I have not received any correspondence and/or notices of any "Proposed Order of Reference" as of yet. Lauren Browder from your law firm filed a Certificate of Service on February 14, 2023 that one was "Mail by placing said copy in a postage envelope addressed to each of the following" See Attached. "Notice of Motion Scheduling dated February 16, 2023 for hearing date March 7, 2023, filed on February 17, 2023" See Attached. Order of Reference signed by Judge Carmen T Mullen dated February 18, 2023 appointment Attorney Benjamin C.P. Sapp as Special Referee to hear this case by an Order prepared by you, which I am quite sure was electronically sent to you, however, it was filed with the court on February 21, 2023 poses my question as to when all this communication took place? I was not at the party for any of these discussions. Now, I am just learning that the hearing scheduled for tomorrow no longer exists. When was I going to be notified of this change?

Now, as I look at the Beaufort County Public Index (see Attached), it reflects 18 entries (alleged action items) dated February 16, 2023 2 times each 15:15 for the following attorneys, 1) Dangerfield, Brook 2) Dangerfield, Brook 3) Glenn Richardson Caroline 4) Glenn Richardson Caroline 5) Stork, Price, William 6) Stork, Price, William 7) Wooten, Kenneth Gregory III 8) Wooten, Kenneth Gregory III 9) Burgess, Chad Wilson 10) Burgess, Chad Wilson 11) Powers, Mary R. 12) Powers, Mary R. 13) Johnson, Genevieve Spease 14) Johnson, Genevieve Spease and an additional 4 entries for Defendants 15) Grant, Terry Lennette 16) Grant, Terry Lennette 17) Alia, Catherine 18) Alia, Catherine- These are described as 3/7/2023 Motion Roster/Notice of Motion Roster Publication (See Attached Public Index) for each entry; however, no documents are available, showing nothing that has been filed in the court records.

Another order/order cover sheet was allegedly filed on February 14, 2023 at 16:12 the same exact time Lauren Browder electronically filed Certificate of Service, and Proposed Order; however this record has no document as being recorded. There were other orders filed and recorded throughout this case (Meaning I can print it out). Except in places where you all did not want me to see it or have access to it or any knowledge of this communication was going backforth. Would any of this be considered ex-parte communication?

Rule 2.9 Ex- Parte Communication

A) A judge shall not initiate, permit, or consider ex parte communications, or consider other communications made to the judge outside the presence of the parties or their lawyers, concerning a pending* or impending matter,* except as follows:

(1) When circumstances require it, ex parte communication for scheduling, administrative, or emergency purposes, which does not address substantive matters, is permitted, provided:

(a) the judge reasonably believes that no party will gain a procedural, substantive, or tactical advantage as a result of the ex parte communication; and
(b) the judge makes provision promptly to notify all other parties of the substance of the ex parte communication, and gives the parties an opportunity to respond.

(2) A judge may obtain the written advice of a disinterested expert on the law applicable to a proceeding before the judge, if the judge gives advance notice to the parties of the person to be consulted and the subject matter of the advice to be solicited, and affords the parties a reasonable opportunity to object and respond to the notice and to the advice received.

(3) A judge may consult with court staff and court officials whose functions are to aid the judge in carrying out the judge's adjudicative responsibilities, or with other judges, provided the judge makes reasonable efforts to avoid receiving factual information that is not part of the record, and does not abrogate the responsibility personally to decide the matter.

(4) A judge may, with the consent of the parties, confer separately with the parties and their lawyers in an effort to settle matters pending before the judge.

(5) A judge may initiate, permit, or consider any ex parte communication when expressly authorized by law* to do so.

(B) If a judge inadvertently receives an unauthorized ex parte communication bearing upon the substance of a matter, the judge shall make provision promptly to notify the parties of the substance of the communication and provide the parties with an opportunity to respond.

(C) A judge shall not investigate facts in a matter independently, and shall consider only the evidence presented and any facts that may properly be judicially noticed.

(D) A judge shall make reasonable efforts, including providing appropriate supervision, to ensure that this Rule is not violated by court staff, court officials, and others subject to the judge's direction and control.

These are the same practices I have been complaining about throughout this case. I see now that this is not going to stop. The lies, deceit, deception, misrepresentation, fraud, unfair trade practices and all the other violations of law you have engaged in throughout my case and possibly many others. These cases need more scrutiny than I can handle at this point. Everyone is ignoring the facts and evidence, because Pro Se Litigants are having a hard time piercing the Court Rules and Procedures. In my opinion, they were designed to not allow those that can not afford attorneys to have access to the court system. Simply stated the facts and evidence are often not addressed, because Pro Se Litigants are defeated because of Rules and Procedures. Being denied equal access to the legal system is a violation of due process of law, under the 14th Amendment of constitutional right. There is a pattern of Judge's conduct that threatens to erode public trust in our Judiciary. Impropriety and dishonesty by members of our State's Judiciary cause a real harm to all South Carolinians. When wealthy and politically connected individuals are treated as a privileged class by members of the Judiciary, it erodes public trust in government and the fair administration of law and justice. The Judges and Lawyers are colluding. These collusion sessions are at the detriment of the Pro Se Litigant demise. Judges are meant to be gatekeepers of fairness and impartiality; however, they are not as evidence throughout many cases across South Carolina. They sign documents prepared by their classmates and go with whatever the attorney drafted. Sometimes, I am not sure even if they read what was submitted. Sometimes these signed documents prevent litigants from learning about their hearing dates or other pertinent information. Allow fraudulent documents to pass through their courtroom, by turning their head from examining alleged evidence. Prime example, William Price Stork, Esq said in court to Judge Dukes, "And Your Honor, I do have the properly endorsed original note in my possession if you would like to inspect prior to ruling". The Court, Judge Marvin H Dukes III responded, "Thank you. I will take Counsel's word that, in fact, that's what you have in your hand, but will ask you to go down the hall at the conclusion of this and get Jackie to stamp it and give it back to you". (See Attached Transcript dated August 3, 2021 in Case Number 2016CP07001466, page 6, Lines 6-13) He then ruled in your favor. The transcript at page 2 under EXHIBITS, states, (There were no exhibits marked during this hearing.) However, the document that was submitted to the court and also used as an exhibit in your deposition of William Henry Sloan, Esq. which he confirmed that this document (THE NOTE) was NOT EVEN witnessed (See Transcript of William Henry Sloan, Jr's Deposition, January 13, 2023 Page 87:14).

It seems this needs to be considered and investigated:

See Case numbers

Grant, Terry Lennette	Defendant	2009CP0705612	12/01/2009	Dismissed	02/12/2010	Common Pleas	Foreclosure 420	Beaufort County Common Pleas
Grant, Terry Lennette	Defendant	2009LP0702680	12/01/2009	Cancelled	02/12/2010	Lis Pendens	Foreclosure	Beaufort County Common Pleas

Page 724 of 799

Grant, Terry Lennette	Defendant	2010CP0701690	04/12/2010	Disposed	05/28/2014	Common Pleas	Foreclosure 420		Beaufort County Common Pleas
Grant, Terry Lennette	Defendant	2010CP0701690	06/15/2010	Disposed	05/28/2014	Common Pleas	Foreclosure 420	2010CP0701690	Beaufort County Master In Equity
Grant, Terry Lennette	Defendant	2010LP0700847	04/12/2010	Cancelled	01/14/2016	Lis Pendens	Foreclosure		Beaufort County Common Pleas
Grant, Terry Lennette	Plaintiff	2014CP0701769	07/23/2014	Disposed	04/22/2015	Common Pleas	Conversion 310		Beaufort County Common Pleas
Grant, Terry Lennette	Defendant	2016CP0701466	06/29/2016	Referred To Master		Common Pleas	Foreclosure 420		Beaufort County Common Pleas
Grant, Terry Lennette	Defendant	2016CP0701466	03/15/2017	Referred To Master	12/01/2022	Common Pleas	Foreclosure 420	2016CP0701466	Beaufort County Master In Equity
Grant, Terry Lennette	Defendant	2016LP0700415	06/29/2016	Pending		Lis Pendens	Foreclosure		Beaufort County Common Pleas

and USDC Case Number 9:22-CV-04262-DCN-MBG and/or 9:22-CV-04262-DCN-KDW

Respectfully Submitted

Dr. Terry Lennette Grant-Robinson

Plaintiff in USDC Case Number 9:22-CV-04262-DCN-MBG and/or 9:22-CV-04262-DCN-KDW

(Defendant in Case Number 2016-07-CP-01466)

8 attachments

-  Feb 14 2023 Alleged Proposed Order of Reference COS Signed by Lauren Browder.pdf
183K
-  Notice of Hearing dated 2162023 EFC 2172023 CTD 372023 10AM.pdf
101K
-  Order of Reference Judge Carmen Mullen signed 2182023.pdf
230K
-  Public Index Search 362023 case 2016CP07001466.pdf
1058K
-  Judge Dukes Recusal December 1 2022.pdf
74K
-  Judge Carmen T Mullin Recused Herself April 12 2019 According to Source.pdf
228K
-  Transcript dated August 3, 2021 Exh. 7.pdf
3053K
-  William Henry Sloan Jr Deposition Transcript January 12 2023.pdf
395K



Terry Grant <terrygrantseries@gmail.com>

Proposed Order of Reference Case No. 2016CP0701466

Lauren Browder <Lauren.Browder@brockandscott.com>

Tue, Mar 7, 2023 at 9:43 AM

To: Guest - Terry Grant <terrygrantseries@gmail.com>

Cc: Chad Burgess <Chad.Burgess@brockandscott.com>, Ilna Tchakarova Bobb <Ilna.Bobb@brockandscott.com>

Good morning, Ms. Grant,

Just to clarify, the Proposed Order of Reference is the Order of Reference that is proposed to the court for review/execution. The Order of Reference that was filed is the Proposed Order of Reference that was submitted for filing. Attached please find a filed copy along with the certificate of mailing. Same can be found in the Public Index for Beaufort County (link listed below). Moving forward, please exclude Ms. McLeod from this correspondence as Judge Dukes recused himself from this foreclosure action.

Public Index Search (sccourts.org)

Beaufort County
Fourteenth Judicial Circuit
Public Index

Beaufort County Home Page South Carolina Judicial Department Home Page SC.GOV Home Page

Search By: Court Type All Courts Court Agency All Agencies

2016CP0701466 All Case Types Case Sub-Type All Case Sub-Types

Last Name/Name First Middle Suffix Party Type All

Action Type All Actions Case Code Judgment #

Date Type Beginning Ending

Tag: Page Entry Through

Only for Civil Cases: Index Search ☒ All ☐ Un-Pending ☐ Judgments Cross Index Search ☐ All Judgment For Judgment Against

☒ Begins With ☐ Contains

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Every single document filed for this case is available for printing:



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, defendant, et al

Case Number:	2016CP0701466	Court Agency:	Beaufort County Common Pleas	Filed Date:	06/29/2016
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Referred To Master	Assigned Judge:	Special Referee G S And C P	Disposition Judge:	
Disposition:		Disposition Date:		Disposition Reason:	Reopened Case
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Comments
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 Judgment	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		03/03/2023-13:36		
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	02/21/2023-14:08	
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		
Alis, Catherine	NEF(02-17-2023 12:01:54 PM) Notice/Notice of Hearing	Filing		02/17/2023-12:02		
Alis, Catherine	Notice of Hearing	Filing		02/17/2023-12:01		
Alis, Catherine	NEF(02-17-2023 11:56:03 AM) Notice/Notice of Hearing	Filing		02/17/2023-11:56		
Alis, Catherine	Notice of Hearing	Filing		02/17/2023-11:56		
Alis, Catherine	3/7/2023 MOTION Roster/Notice of	Action		02/16/2023-15:15		

Thank you,

Lauren Browder

Legal Assistant - SC Litigation

Foreclosure

803-454-3540

[Quoted text hidden]

Serving AL, CT, FL, GA, KY, ME, MA, MD, MI, NH, NC, NJ, OH, PA, RI, SC, TN, 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.

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

Page 727 of 799

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.

3/8/23, 4:46 AM

Gmail - Proposed Order of Reference Case No. 2016CP0701466

purpose.

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 **Grant filed OOR.pdf**
414K



Terry Grant <terrygrantseries@gmail.com>

Proposed Order of Reference Case No. 2016CP0701466

Terry Grant <terrygrantseries@gmail.com>

Tue, Mar 7, 2023 at 1:42 PM

To: Lauren Browder <Lauren.Browder@brockandscott.com>, Vivian <vivianmwoods@gmail.com>, Chad Burgess <Chad.Burgess@brockandscott.com>, jeff.leen@washpost.com, breakingnews@wsav.com, adavis@wsav.com, ssanchez@islandpacket.com, lwilson@islandpacket.com, lois.norder2@ajc.com, brad.schrade@ajc.com, tips@nycpost.com

Dear Lauren Browder,

For clarity, the Certificate of Service you filed on February 14, 2023 at 14:12PM (CLEARLY) identifies the document allegedly filed on this day states "PROPOSED ORDER OF REFERENCE, CERTIFICATE OF SERVICE" and not the Order of Reference you are now claiming to be the Proposed Order of Reference (See Attached Certificate of Service you signed and filed on February 14, 2023) not February 21, 2023, totally to separate Certificates of Service, identifying two different documents. One Certificate of Service states, "Proposed Order of Reference" and the other states, "Order of Reference". However, if you want to keep playing word games with me we can. However, these documents speak for themselves. Again, can you please send me the copy of the PROPOSED ORDER OF REFERENCE that you filed on February 14, 2023 at 14:12 PM, according to the attached Certificate Of Service dated February 14, 2023.

Page 2 of the Public Index depicts what you filed on February 14, 2023. I am just requesting a copy of what you filed February 14, 2023

My name is Dr. Terry Lennette Grant. I am requesting that you address me as Dr. Grant in the future, Please and

Thank you in advance

Dr. Terry Lennette Grant

[Quoted text hidden]

2 attachments

 **Feb 14 2023 Alleged Proposed Order of Reference COS Signed by Lauren Browder.pdf**
183K

 **Public Index Search 1-2.pdf**
199K



Terry Grant <terrygrantseries@gmail.com>

Other Documents that were filed in the court records

Clerk of Court Common Pleas <coccp@bcgov.net>

Tue, Mar 7, 2023 at 3:32 PM

To: Terry Grant <terrygrantseries@gmail.com>, "McLeod, Heather" <hmcLeod@bcgov.net>, Chad Burgess

<Chad.Burgess@brockandscott.com>

Good afternoon,

The below listed screen shots of Motion Roster Notification of Motions Roster Publication, Order/Order Cover Sheet \$25.00, and Notice/Notice of Appearance are electronic entries in the case that do not have documents filed/attached to them.

The Motion Roster Notification of Motions Roster Publication is an action entry that is made when a motion filed in a case has been added to a Motion Roster and the Motion Roster has been published. You can find the Motion Roster for the date listed in the entry by going to www.sccourts.org. Under the Quick Links tab click on Court Rosters. On the map or in the list of Counties click on Beaufort. Click the blue Accept button and then click on the blue highlighted link for the roster associated with the date in the roster entry. For questions on Motions or Motion scheduling please contact Karen at 843-255-5051.

The Order/Order Cover Sheet \$25.00 is an electronic Order Cover Sheet that is used when an E-Filing Attorney submits a proposed Order in the E-Filing system.

The Notice of Appearance is an electronic Notice of Appearance that is used when an Attorney is filing an appearance on behalf of a case party.

You can look at the NEF entry that is associated with an Order Cover Sheet or a Notice of Appearance to get more information about who submitted the document and who it was submitted on behalf of. Images are available for the NEF entries in the case on the Public Index.

Thank you,

Melissa M Kilby (Missy)

Senior Judicial Administrator

Beaufort County Clerk Of Court Office

Post Office Drawer 1128

Beaufort, SC 29901

Desk:(843)255-5059

Fax:(843)255-9412

Page 730 of 799

Email: mkilby@bcgov.net

Home Page: Clerk of Court Home

** Beaufort County Now E-Files as of 12/6/16: <http://www.sccourts.org/efiling/>

From: Terry Grant <terrygrantseries@gmail.com>

Sent: Tuesday, March 7, 2023 8:20 AM

To: McLeod, Heather <hmcLeod@bcgov.net>; Chad Burgess <Chad.Burgess@brockandscott.com>; Clerk of Court Common Pleas <coccp@bcgov.net>

Subject: Other Documents that were filed in the court records

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

[Quoted text hidden]

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
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,

vs.

Terry Lennette Grant
Defendant.

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC,
and is a person of such age and discretion as to be competent to serve papers.

That on April 21st, 2023, he/she served a copy of the Notice of Hearing by
placing said copy in a postage paid envelope addressed to each of the following persons at the
address stated below, which is the last known address, and by depositing said envelope and
contents in the U.S. Mail.

Pleading: Notice of Motion Hearing, Certificate of Service by Mail
Party (ies) Served:

Occupant(s)
226 Wildhorse Road
Hilton Head Island, SC 29926

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

Lauren Browder
Brock & Scott, PLLC

Columbia, South Carolina

94617

The Supreme Court of South Carolina

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas

Marvin H. Dukes, III, Circuit Court Judge

Case No. 2016-CP-07-01466

RECEIVED

SEP 03 2021

SC Court of Appeals

Deutsche Bank National Trust Company
as Trustee for NovaStar Mortgage Funding
Trust, Seried 2006-5 NovaStar Home
Equity Loan Asset -Back Certificate Series 2006-5

Brock & Scott PLLC,

Respondent,

v.

Terry Lennette Grant,

Appellant.

NOTICE OF APPEAL

2021 SEP - 7 AM 10:59
JERRI ANN RUSSELL
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Terry Lennette Grant the order of the Honorable Marvin H. Dukes, III date August 6, 2021. Appellant received written notice of entry of this order on August 9, 2021.

September 3, 2021


s _____
Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, SC 29925
(843) 301-5750
Pro Se, Pro Per Appellant

Counsel of Record:
Brock & Scott
West Center
3800 Fernandina Road Suite 110
Columbia, South Carolina 29210
Attorney for Respondent

The South Carolina Court Of Appeals

APPEAL FROM BEAUFORT COUNTY

Court of Common Pleas

BENJAMIN C.P. SAPP , SPECIAL REFEREE/Master-In-Equity

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

Brock & Scott, PLLC

Respondent(s)

vs.

Terry Lennette Grant,

Appellant(s)

2023 JUL - 7 PM 12:36
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

NOTICE OF APPEAL

I, Terry Lennette Grant hereby file the appeal of the Decision/Order of the Honorable Benjamin C.P. Sapp, Special Referee filed on June 28, 2023, but signed on June 12, 2023. Upon information and belief, the decision/order made this day should be rescinded because of an err in Judgment made by Honorable Benjamin C.P. Sapp over this Case No. 2016-CP-07-01466 as well as his specific appointment as Special Referee was initially challenged.

Honorable Benjamin C.P. Sapp was appointed as special referee on this case after Honorable Judge Marvin H. Dukes III recused himself from this case on

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December 1, 2022. Shortly thereafter, the Special Referee was appointed by the Judge Carmen T. Mullen without the benefit of the Appellants input or participation in the process as required by law. Appellant filed a motion in opposition to the Special Referee appointment; however, it was ignored and never answered. Attached you will find the following:

- 1) Transcripts for this related case
- 2) All filings associated with this case
- 3) Motions filed Opposing Special Referee Apponitment
- 4) Transcripts of subsequent hearings
- 5) Special Referee's request for Orders to be submitted via email
- 6) Copy of Opposing counsels Order which is identical to the Order the Special Referee signed
- 7) Copy of Appellant's Order that was not even considered in the Special Referee's decisions
- 8) Any and all relevant materials, facts and evidence filed in this case

Attached you will find the Notice/Letter to the Clerk of Lower Court. If you have any questions feel free to contact me via email terrygrantseries@gmail.com or telephone number 843-301-5750.

Sincerely,

July 7, 2023



Terry Lennette Grant, Pro Se, Appellant
 Post Office Box 21936
 Hilton Head Island, SC 29925
terrygrantseries@gmail.com

Cc: Brock & Scott, PLLC
 Chad Burgess
 3800 Fernandina Road Suite 110
 Columbia, SC 29210

The South Carolina Court Of Appeals

APPEAL FROM BEAUFORT COUNTY
Court of Common Pleas
Benjamin C.P. Sapp, Special Referee/Master-In-Equity

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

2023 SEP -5 PM 2:42
JERRI ANN ROSEHEAD
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Brock & Scott, PLLC

Respondent(s)

vs.

Terry Lennette Grant,

Appellant(s)

NOTICE OF APPEAL

I, Terry Lennette Grant appeals order [judgment] of the Special Referee, Honorable Benjamin C. P. Sapp dated June 12, 2023, but recorded on June 28, 2023. Appellant received written notice of entry of this order [judgment] on or around June 29, 2023. Appellant filed a motion to reconsider on July 7, 2023 and received a response denying Defendant's motion to reconsider on September 3,

Page 736 of 799.

2023.

September 5, 2023

Defendant's Signature Page for Notice of Appeal



Terry Lennette Grant, Pro Se, Appellant
Post Office Box 21936
Hilton Head Island, SC 29925
terrygrantseries@gmail.com

Cc: Brock & Scott, PLLC
Chad Burgess
3800 Fernandina Road Suite 110
Columbia, SC 29210
Attorney for Respondent

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 Alls,

Defendant(s)

) IN THE CIRCUIT COURT
) FOURTEENTH JUDICIAL CIRCUIT
) C/A NO.: 2016-CP-07-01466

)
)
)
) RECONSIDERATION of DECISION
) GRANTING PLAINTIFF MOTION
) FOR SUMMARY JUDGMENT,
) FORECLOSURE SALE AND DENYING
) DEFENDANT'S MOTION FOR
) SUMMARY JUDGMENT

2023 JUL -7 PM 12:41
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

TO: Honorable Special Referee Benjamin C. P. Sapp

RECONSIDERATION DECISION GRANTING PLAINTIFF MOTION FOR SUMMARY JUDGMENT, FORECLOSURE SALE AND DENYING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT.

The Defendant is hereby requesting that you reconsider your decision that you signed on June 12, 2023 for the following reasons:

- 1) Your order is completely identical to the Order that was created and drafted by opposing counsel Chad Burgess, attorney for the Plaintiff.
- 2) In all fairness, under oath you stated that you will read each order and all relevant materials, facts and evidence submitted in the case prior to making a final ruling.
- 3) Since the email of each order, by your signing the opposing counsel's order, it is apparent to the Defendant that you gave her Order no consideration, whatsoever. You could not have read Defendant's Order, Motion For Summary Judgment, Opposition to Plaintiff's Motion for Summary Judgment and the complete case file and still not give Defendant's Order **NO CONSIDERATION.**

- 4) Defendant finds that you acted partially in favor of your colleague and not as a matter of law, facts, evidence and the merits of this case
- 5) The Plaintiff told you under oath that the HUD -1 Statement was not signed and you still ruled in Plaintiff's favor, even though unsigned closing documents violate Federal and State Statutes and Laws, i.e. RESPA and TILA.
- 6) Your Order was not filed until June 28, 2023 and it was mailed from the Clerk of Court on June 29, 2023; however, you signed it on June 12, 2023 (Strange timeline of events as it relates to Defendant's case)

Based on the above items, Defendant is respectfully requesting that this court reconsider its decision and go back and read everything as promised under oath (see transcript for hearing held May 4, 2023).

Attached is the Defendant's Order that was submitted to you on June 5, 2023 via email as requested by you on May 4, 2023 court hearing. I am hereby requesting a response within (7) seven days from the date of receipt.

SIGNATURE PAGE

Respectfully submitted,



July 7, 2023

Dr. Terry Lennette Grant
P O Box 21936
Hilton Head Island, SC 29925
terrygrantseries@gmail.com

RECONSIDERATION DECISION GRANTING PLAINTIFF MOTION FOR SUMMARY JUDGMENT, FORECLOSURE SALE AND DENYING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT.

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 Alls,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

**NOTICE OF MOTION AND MOTION
FOR SUMMARY JUDGMENT**

**TO: WILLIAM H. SLOAN ATTORNEY FOR THE DEFENDANT TERRY
LENNETTE GRANT:**

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through its undersigned attorney, will, on the tenth (10th) day after service hereof, or as soon thereafter as counsel may be heard, move before the Honorable, Marvin H. Dukes, III as Master In Equity for Beaufort County, for an Order pursuant to Rule 56 of the South Carolina Rules of Civil Procedure granting the Plaintiff, summary Judgment in this matter. This Motion is made upon the grounds that there is no genuine issue as to any material fact and that the Plaintiff is entitled to judgment as a matter of law.

This Motion is supported by the South Carolina Rules of Civil Procedure, relevant case law, and any discovery, affidavits, or memoranda presented.

Date: June 22, 2017
Columbia, South Carolina

s/Caroline Glenn
SC Bar No: 77157
Attorney for the Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Caroline.Glenn@brockandscott.com

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
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,

vs.

Terry Lennette Grant; Catherine Alls,
Defendant(s).

**MEMORANDUM IN THE SUPPORT OF
THE PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

I. INTRODUCTION AND FACTS

On or about September 18, 2006, Terry Lennette Grant (hereinafter referred to as the "Defendant") executed, and delivered to NovaStar Mortgage, Inc. a certain Adjustable Rate Note ("Note") in writing wherein and whereby the Defendants promised to pay to the Plaintiff, 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 initially of \$4,871.60, commencing on the 1st day of each month thereafter until the said Note is fully paid.

In order to secure the payment of said Note, the said Terry Lennette Grant, did on the same date, to wit, September 18, 2006, make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., its successors and assigns, a certain real estate Mortgage ("Mortgage") covering real property located in Beaufort County, South Carolina as more fully described in said Mortgage:

(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

Memo in Support of the MSJ
2016-CP-07-01466
B&S No.: 15-22471 FC02

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.

TMS No. R510 007 000 018A 0000

Property Address: 226 Wildhorse Road, Hilton Head Island, SC 29926

The Mortgage was recorded September 26, 2006 in the ROD's Office for Beaufort County in Book 2448 at page 823.

Memo in Support of the MSJ
 Page 742 of 789
 2016 CP 0701466
 B&S No.: 15-22471 FC02

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.

The Mortgage evidences and secures the repayment of money advanced by the Mortgagee to, or on behalf of, the mortgagor(s) and constitutes a purchase money first lien on the Mortgaged premises. Copies of the Note, Mortgage and Assignment are attached hereto and incorporated herein as Exhibits "1" through "3" respectively.

In and by the terms of said Note and 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. In and by the terms of the said Note, it is further provided that the maker thereof shall pay all collection costs, including reasonable attorney's fees, if the said Note be placed in the hands of an attorney for collection after default. 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.

The installments of principal and interest falling due from and after January 1, 2008, have not been paid, thereby placing the Defendant in default under the terms of the Note and Mortgage. Although demand for the payment thereof has been made, the Defendant has failed to cure the default.

On June 29, 2016, the Plaintiff filed its Lis Pendens, Summons, and Complaint for Foreclosure. The Defendant Terry Lennette Grant has made an appearance in this action by virtue of various documents.

II. DISCUSSION

1. **The Plaintiff has established all of the facts necessary to recover on its cause of action for foreclosure.**

The Note and Mortgage are direct evidence of the terms and existence of the agreement entered into by the Defendants. See Exhibits "1" and "2".

With the copies of the Note, Mortgage and Assignment, the essential elements and facts of the Plaintiff's cause of action for foreclosure have been established. As such there are no material issues of fact and summary judgment is appropriate. Summary judgment is appropriate when "there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c), South Carolina Rules of Civil Procedure. Further, the Plaintiff is entitled to recover from the Defendants reasonable attorney's fees and Court Costs incurred in bringing this action, and as evidence of these costs expended by the Plaintiff in this action, the Plaintiff submits an Affidavit of Attorney's Fees and Affidavit of Court Costs to the Court (attached hereto and incorporated herein as **Exhibit "4"**).

III. CONCLUSION

The Plaintiff has clearly established that the essential elements necessary to prevail on its action for foreclosure. The Plaintiff has further established that the various filings of the Defendants fail to constitute a defense to the Plaintiff's foreclosure action. When taken as a whole, no material issue of fact remains to be decided. Thus, when no issue of material fact exists, the appropriate action is Summary Judgment. Spencer v. Miller, 259 S.C. 453, 192 S.E.2d 863 (1972). Accordingly, the Plaintiff prays that the Court award it Summary Judgment as to its cause of action and the relief requested in its Complaint.

Date: June 22, 2017
Columbia, South Carolina

s/Caroline Glenn
SC Bar No: 77157
Attorney for the Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Caroline.Glenn@brockandscott.com

MIN: [REDACTED] Loan Number: [REDACTED]

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 7.750 %. 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--0911

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.

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 limits; 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 5.00% 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 issues 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 transfer 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 this 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.

 (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

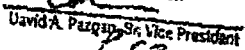
____ (Seal)
____ -Borrower

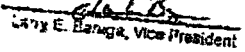
____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation

 David A. Pappas, Sr. Vice President

 Larry E. Benge, Vice President

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

[Sign Original Only]

MULTISTATE ADJUSTABLE RATE NOTE--LIBOR SIX-MONTH INDEX
(AS PUBLISHED IN THE WALL STREET JOURNAL)--Single Family
Fannie Mae MODIFIED INSTRUMENT Page 6 of 6

Form 3520 1/01
DocMagia eSignatures 400-844-1362
www.docmagia.com

PREPAYMENT ADDENDUM TO NOTE

Loan Number: [REDACTED]

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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.


Borrower FERRY LENNETTE GRANT Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

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

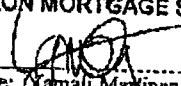
This allonge shall be annexed to the original Note, referenced above for purposes of transferring same from the present Owner and Holder of the Note, NOVASTAR MORTGAGE, INC ("Transferor") as of the date set forth below. As a result of said transfer, NOVASTAR MORTGAGE, INC has no further interest in the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

By: 
Name: Kamali Martinez
Title: Vice President

ATTORNEY CDDI 

BEAUFORT COUNTY SC - ROD
BK 02448 PGS 0823-0842
FILE NUM 2006077365
09/26/2006 10:22:54 AM
REC'D BY A JONES RCPT# 445810
RECORDING FEES 28.00

After Recording Return To:
NOVASTAR MORTGAGE, INC.
4059 KINROSS LAKES PARKWAY 2ND FLOOR
RICHFIELD, OHIO 44286
Loan Number: [REDACTED]

[Space Above This Line For Recording Data]

MORTGAGE

MIN: [REDACTED]

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 SEPTEMBER 18, 2006, 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 NOVASTAR MORTGAGE, INC.

Lender is a CORPORATION organized and existing under the laws of UNITED STATES
Lender's address is 4059 KINROSS LAKES PARKWAY 2ND FLOOR, RICHFIELD, OHIO 44286

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 18, 2006
The Note states that Borrower owes Lender SIX HUNDRED EIGHTY THOUSAND AND 00/100 Dollars (U.S. \$ 680,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2036

(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.

EXHIBIT
Page 1 of 14
11/2/2016

(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 | ☐ Planned Unit Development Rider |
| ☐ Balloon Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Second Home Rider |
| ☐ Condominium Rider | ☒ Other(s) [specify] |

PREPAYMENT RIDER TO SECURITY INST

(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-appealable 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]

EXHIBIT "A"

- (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 the within Mortgagor(s) by deed of Lindberg Bing dated March 17, 2004 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 WOLF & MOGIL, LLC, 94 Main Street, Suite C-102, Hilton Head Island, South Carolina 29926, by Peter L. Wolf, Esq.

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
(STATE: SOUTH CAROLINA, COUNTY: BEAUFORT)

which currently has the address of

226 WILDHORSE ROAD

[Street]

HILTON HEAD ISLAND
[City]

, South Carolina

29926

("Property Address"):

[Zip Code]

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, 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 seised 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:

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 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 provided such Insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the Insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

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).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying

the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(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.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

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, entitles 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: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender

shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

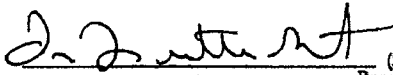
23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in §12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


TERRY LENNETTE GRANT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

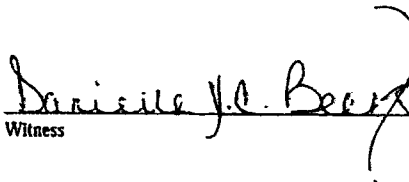
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of:


Carol A Russell
Witness


Danielle J. Beck
Witness

[Space Below This Line For Acknowledgment]

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

Personally appeared before me CAROL A. RUSSELL

(first witness) and made oath that he/she saw the within named TERRY LENNETTE GRANT

(grantor) sign, seal, and as his/her act and deed, deliver the within written mortgage, and that he/she, with

Danielle M. Beech (second witness), witnessed the execution thereof.

Carol A Russell
Witness

SWORN to before me this 18th day of September, 2016

Danielle M. Beech
Notary Public for South Carolina

(Seal)

My commission expires: 3/10/2010

MIN: [REDACTED]

Loan Number [REDACTED]

ADJUSTABLE RATE RIDER(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)
- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18th day of SEPTEMBER, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

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

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

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 points (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.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to 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.

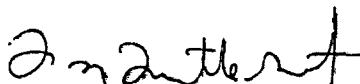
If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

PREPAYMENT RIDER

Loan Number [REDACTED]

Date: SEPTEMBER 18, 2006

Borrower(s): TERRY LENNETTE GRANT

THIS PREPAYMENT RIDER (the "Rider") is made this 18th day of SEPTEMBER 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure repayment of Borrower's promissory note (the "Note") in favor of NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION

("Lender"). The Security Instrument encumbers the Property more specifically described in the Security Instrument and located at

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

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PREPAYMENT CHARGE

The Note provides for the payment of a prepayment charge as follows:

5 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

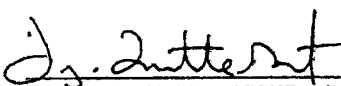
I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

 (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

BEAUFORT COUNTY SC - ROD
BK 02915 PG 0902
FILE NUM 2009070469
12/10/2009 04:19:25 PM
REC'D BY 8 BING REPT# 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:

Witness #1 Jacqueline Mitchell

Witness #2 Kelly Clark

STATE OF ND

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

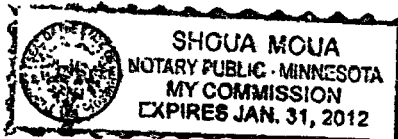
S.C. CODE 30-5-30

The undersigned, a Notary Public for the State of ND, 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: 1/31/11



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

1270 Alstland Dr. Ste 200
Wendota Hills MN 55120

MIN# [Redacted]

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 Alls,

Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO. 2016-CP-07-01466

MOTION OF STAY
DUE TO BANKRUPTCY FILING

Upon motion of Attorney for the Plaintiff, and it appearing that the Defendant(s) Terry Lennette Grant has filed Chapter 13 Bankruptcy on August 13, 2018, Bankruptcy case number 18-04096, as evidenced by the Bankruptcy Court Docket Report attached hereto as Exhibit "A", and such filing results in an automatic stay in the present case.

I SO MOVE:

s/ Genevieve S. Johnson

Genevieve S. Johnson, SC Bar #: 78480
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone: 803-454-3540
Attorney for Plaintiff
Genevieve.Johnson@brockandscott.com



DEBTED

**United States Bankruptcy Court
District of South Carolina (Charleston)
Bankruptcy Petition #: 18-04096-jw**

EXHIBIT
" A "

Assigned to: Judge John E. Waites
Chapter 13
Voluntary
Asset

Date filed: 08/13/2018
341 meeting: 09/25/2018
Deadline for filing claims: 10/22/2018
Deadline for filing claims (govt.): 02/11/2019

Debtor

Terry Lennette Grant-Robinson
P O Box 21936
Hilton Head Island, SC 29925
BEAUFORT-SC
SSN / ITIN: xxx-xx-
aka Terry Lennette Grant
aka Terry L Grant
aka Dr. Terry Lennette Grant-Robinson
aka Dr. Terry Grant-Robinson
aka Terry Lennette Grant-Robinson
aka Dr. Terry L Grant-Robinson

represented by **Michael Glen Matthews**

2015 Boundary St., Suite 319
Beaufort, SC 29902
843-379-0702
Email: matthews.michaelg@gmail.com

Trustee

James M. Wyman
PO Box 997
Mount Pleasant, SC 29465-0997
(843) 388-9844

U.S. Trustee

US Trustee's Office
Strom Thurmond Federal Building
1835 Assembly Street
Suite 953
Columbia, SC 29201

Filing Date	#	Docket Text
08/13/2018	<u>1</u> (61 pgs)	Chapter 13 Voluntary Petition, Schedules and Statements - Individual Filed by Michael Glen Matthews on behalf of Terry Lennette Grant-Robinson. (Matthews, Michael) (Entered: 08/13/2018) Pggs 775 of 789

08/13/2018	<u>2</u>	Debtor's Request to Decline Electronic Noticing. DOCUMENT IMAGE AVAILABLE ONLY TO COURT USERS AND THE TRUSTEE/US TRUSTEE. Filed by Michael Glen Matthews on behalf of Terry Lennette Grant-Robinson. (Matthews, Michael) (Entered: 08/13/2018)
08/13/2018		Receipt of Filing Fee for Voluntary Petition (Chapter 13) (atty)(18-04096) [misc,volp13ac] (310.00). Receipt Number 10983911, amount 310.00. (U.S. Treasury) (Entered: 08/13/2018)
08/13/2018	<u>3</u>	Bankruptcy Form 121 SSN. Filed by Michael Glen Matthews on behalf of Terry Lennette Grant-Robinson. (Matthews, Michael) (Entered: 08/13/2018)
08/13/2018	<u>4</u> (1 pg)	Certificate of Credit Counseling Filed by Michael Glen Matthews on behalf of Terry Lennette Grant-Robinson. (Matthews, Michael) (Entered: 08/13/2018)
08/13/2018	<u>5</u> (4 pgs)	Copies of Payment Advices Filed by Michael Glen Matthews on behalf of Terry Lennette Grant-Robinson. (Matthews, Michael) (Entered: 08/13/2018)
08/13/2018	<u>6</u> (11 pgs)	Plan Filed by Terry Lennette Grant-Robinson. (Matthews, Michael) (Entered: 08/13/2018)
08/13/2018	<u>7</u> (3 pgs; 2 docs)	Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, Deadlines and Notice of Appointment of Interim Trustee James M. Wyman, .Document Served. 341(a) meeting to be held on 09/25/2018 at 10:00 AM at Charleston. Last day to oppose dischargeability of certain debts is 11/26/2018. Proofs of Claim or Interest due by 10/22/2018. Confirmation Hearing to be held on 11/02/2018 at 09:30 AM at Charleston. (Entered: 08/13/2018)
08/13/2018	<u>8</u> (4 pgs; 2 docs)	Order Regarding Procedures for Loss Mitigation/Mortgage Modification. Notice and service of this Order is delegated to Debtor's Counsel, unless Debtor is acting pro se, in which case, notice and service is delegated to Debtor. Document Served. (ADI) (Entered: 08/13/2018)

08/14/2018	<u>9</u> (4 pgs)	Certificate of Service related to Procedures for Loss Mitigation/Mortgage Modification (order) Filed by Michael Glen Matthews on behalf of Terry Lennette Grant-Robinson. (related document(s) <u>8</u>). (Matthews, Michael) (Entered: 08/14/2018)
08/14/2018	<u>10</u> (1 pg)	Notice of Appearance and Request for Notice Filed by PRA Receivables Management, LLC. (PRA Receivables Management, LLC) (Entered: 08/14/2018)

PACER Service Center			
Transaction Receipt			
08/16/2018 12:55:14			
PACER Login:	bs2330fc:3036399:0	Client Code:	
Description:	Docket Report	Search Criteria:	18-04096-jw Fil or Ent: filed Doc From: 0 Doc To: 99999999 Term: included Format: html Page counts for documents: included
Billable Pages:	1	Cost:	0.10

Prepared by: Nadine Alvarez
When Recorded Mail To:
Ocwen 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

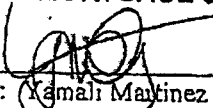
This allonge shall be annexed to the original Note, referenced above for purposes of transferring same from the present Owner and Holder of the Note, NOVASTAR MORTGAGE, INC ("Transferor") as of the date set forth below. As a result of said transfer, NOVASTAR MORTGAGE, INC has no further interest in the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

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*

When Recorded Mail To:
TERRY LENNETTE GRANT
226 WILD HORSE ROAD
HILTON HEAD ISLAND, SC 29926

SOUTH CAROLINA MORTGAGE/DEED OF TRUST SATISFACTION

PURSUANT TO SECTION 29-3-330(B)(3) OF THE SOUTH CAROLINA CODE OF LAWS, 1976

The undersigned being the mortgagee of record, the trustee of a deed of trust, or the legal representative, agent or officer, or attorney-in-fact of the mortgagee of record or the trustee of the trust, under written agreement duly recorded, of either of the foregoing, certifies:

MORTGAGEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS
NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS
MORTGAGOR: TERRY LENNETTE GRANT

MORTGAGE AMOUNT: \$398,000.00

DATED: 12/08/2003

Present Holder: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS
MORTGAGEE, AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS
AND ASSIGNS

The debt secured by the mortgage recorded in the office of the Clerk of Court or Register of Deeds of
BEAUFORT County in Book 1885 and Page 1116 is:

- ☒ paid in full and the lien or the foregoing instrument has been released; or
☐ the lien of the foregoing instrument has been released.

The Clerk of Court or Register of Deeds may enter this cancellation into record.

Under penalties of perjury, I declare that I have examined this declaration this 13th day of January in the year 2023 and, to the best of my knowledge and belief, it is true, correct, and complete.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS
NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS

By:

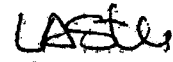


ALAN BAKER
VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

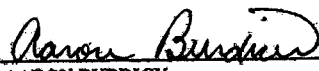
Signed and Delivered in the presence of:

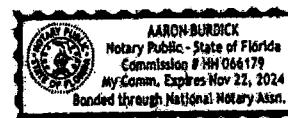

TRACY ROGERS
WITNESS


LAUREN ASTLE
WITNESS

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on this 13th day of January in the year 2023, by Alan Baker as VICE PRESIDENT OF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS, who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.


AARON BURDICK
COM. EXPIRES: 11/22/2024



Document Prepared By: Dave LaRose/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
CAPLR 435552345 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) RECORDED
MIN 100013800829240361 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI
48501-2026 DOCR T132301-09:19:30 [C-1] ERCNSC5





MIN: 100080190058808478

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 7.750 %. 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.

MULTISTATE ADJUSTABLE RATE NOTE--LIBOR SIX-MONTH INDEX
(AS PUBLISHED IN *THE WALL STREET JOURNAL*)--Single Family
Fannie Mae MODIFIED INSTRUMENT

Page 1 of 5

Form 3520 1/01
DocMagic eForms 800-649-1362
www.docmagic.com

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:

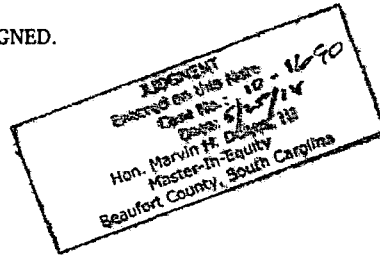
Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales 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.

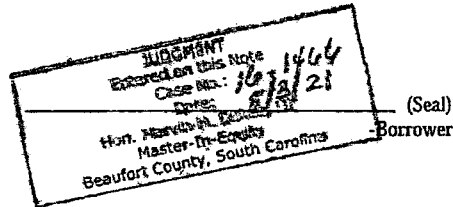
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Terry Lennette Grant (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower



____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Sloan Depo Ex 2 - Pg5

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation

David A. Pazgan, Sr. Vice President

Larry E. Baraga, Vice President

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

[Sign Original Only]

Page 786 of 799

M/N: [REDACTED]

Loan Number: [REDACTED]

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)ORTO
(State)226 WILDBORSE ROAD, SUTTON 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 7.750 %. 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 64184-0911.

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.

MULTISTATE ADJUSTABLE RATE NOTE--LIBOR SIX-MONTH INDEX
(AS PUBLISHED IN THE WALL STREET JOURNAL)--Single Family
Partial Area MODIFIED INSTRUMENT Page 1 of 8

Form 352D 1A01
DocMgt/ct/Veritas inc-us-1307
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"EXHIBIT"

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 to 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 date 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) Ineffective 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 5.00% 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 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 grantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligation of a grantor, 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 in 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 transfer 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 those sums prior to the expiration of the 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.


TERRY LENNETTE GRANT (Seal)
-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. Paxon, Sr. Vice President


Larry E. Bangs, Vice President

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

[Sign Original Only]

MULTISTATE ADJUSTABLE RATE NOTE-LIBOR SIX-MONTH INDEX
(AS PUBLISHED IN THE WALL STREET JOURNAL)-Single Family
Fannie Mae MODIFIED INSTRUMENT Page 8 of 5

Form 3620 1/01
Do not sign or fill in this area. 800-843-1333
www.dbs.com

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


TERRY LENNETTE GRANT (Seal)
-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. Pappas, Sr. Vice President


Larry E. Berge, Vice President

Deutsche Bank National Trust Company,
as Trustee for the NovaStar Home Equity
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(Sign Original Only)

MULTISTATE ADJUSTABLE RATE NOTE-LIBOR SIX-MONTH INDEX
(AS PUBLISHED IN THE WALL STREET JOURNAL)-Single Family
Fannie Mae MODIFIED INSTRUMENT Page 5 of 5

Form 3520 1/01
DocMagie eForms 800-619-1342
www.docmagie.com



MIN: 100080190058808478

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 7.750 %. 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

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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.

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(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.

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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.

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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. 10-1690
Date 6/29/14
Hon. Marvin H. Oakes III
Master-In-Equity
Beaufort County, South Carolina

Terry Lennette Grant (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

JUDGMENT
Entered on this Note
Case No. 10-1464
Date 8/13/21
Hon. Marilyn M. Edwards
Master-In-Equity
Beaufort County, South Carolina

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Sloan Depo Ex 2 - Pg5

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation
David A. Pazgan Sr. Vice President
Larry E. Beraga Vice President

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

[Sign Original Only]

2016-CP-07-1466

The South Carolina Court of Appeals

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, Respondent,

v.

Terry Lennette Grant and Catherine Alls, Defendants,

Of whom Terry Lennette Grant is the Appellant.

Appellate Case No. 2021-000978

2021 NOV 19 AM 11:48
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

ORDER

After careful consideration, Appellant's motion to remand to the master-in-equity for consideration of her motion for relief from judgment is hereby granted. This appeal will be held in abeyance pending the master-in-equity's resolution of this matter and Appellant shall provide a status update to this Court every thirty days. Because the October 4, 2021 foreclosure sale has been cancelled at Respondent's request, this Court shall take no further action on Appellant's motion to stay. See *Sloan v. Dep't of Transp.*, 379 S.C. 160, 167, 666 S.E.2d 236, 240 (2008) (holding that generally, this court "will not pass on moot and academic questions or make an adjudication where there remains no actual controversy").


FOR THE COURT

Columbia, South Carolina

FILED
Oct 13 2021

cc:

Wesley D. Dail, Esquire
Brook Dangerfield, Esquire
Charles E. Houston, Jr., Esquire
Chad Wilson Burgess, Esquire



JERRI ANN ROSENEAU
CLERK OF COURT
P.O. Drawer 1128
Beaufort, South Carolina 29901



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02 4M
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Office of the Clerk of Court

Beaufort County

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Beaufort, South Carolina 29901-1128

Beaufort County Case - 2016CP0701466

Deutsche Bank National Trust Company

Vs

Terry Lennette Grant

Returned Copy of Order and Judgment of
Foreclosure and Sale Filed 6/28/23

s/Melissa M. Kilby

Clerk of Court Staff

Terry Lennette Grant
226 Wild Horse Road
Hilton Head Island, SC 29926
GRAN226 299264322-1N

07/18/23