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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

Appellate Case No. 2023-001394

**BROCK & SCOTT, PLLC, Debt Collector Law Firm appearing as Attorneys 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,
Appellees, Respondents.**

v.

**TERRY LENNETTE GRANT, Sul Juris Beneficiary,
Appellant,**

APPELLANT'S AMENDED RECORD ON APPEAL

VOLUME II PAGES 251-518

**Terry Lennette Grant sui juris living beneficiary
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Hilton Head Island, SC 29925
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1 EXAMINATION RESUMED BY MR. BURGESS:

2 Q. Okay, I want to move on to the next document in
3 our list. For identification purposes it is
4 Sloan deposition exhibit 17. Bates stamped pages
5 one and two. A two page document. Now, Mr.
6 Sloan, can you identify this document.

7 A. This appears to be a satisfaction of lost
8 mortgage. And it appears to be a full
9 satisfaction of Dr. Grant's mortgage to MERS,
10 Inc., as nominee of Green Point Mortgage Funding,
11 Inc. of 2003, which was duly recorded October
12 10th, 2006. Beaufort County, Register of Deeds,
13 book 2458, pages 1986 and 1987. At 2:19 p.m., on
14 the afternoon of the -- the 10th afternoon of
15 October, 2006.

16 Q. Now, a question about this document. During your
17 representation of Miss Grant, did she ever say
18 well, that Green Point mortgage wasn't paid off
19 in 2006, it was paid off in 2004?

20 A. I don't recall this -- I don't recall.

21 Q. Would you agree with me that it would have been
22 an important defense if she's asserting that the
23 mortgage being foreclosed to force the payoff of
24 a mortgage that was already paid off?

25 A. I'm sorry, I might be trying to answer a

1 different question that you're trying to ask.
2 Can you repeat that question, please?

3 Q. Sure. Happy to. Would you agree with me that
4 that would be a pertinent defense that a mortgage
5 -- any mortgage foreclosure, where a borrower
6 says the loan this mortgage says it paid off, was
7 already paid off?

8 A. Sure. That's not specific to this case. Not Dr.
9 Grant, but I had a client who said that they did
10 pay the mortgage off and that was a dispute.
11 Yeah. But as you can see with my documents that
12 I filed when I represented Dr. Grant, we didn't
13 assert accord and satisfaction as a defense. I
14 don't know if Dr. Grant is asserting this --
15 asserting that now, but I didn't.

16 Q. So at no point during your representation of Miss
17 Grant, did you assert that the Green Point
18 mortgage had already been paid?

19 A. No, I did not.

20 Q. And so it was your understanding while you were
21 representing Miss Grant, that the subject
22 mortgage of this foreclosure paid off the Green
23 Point mortgage. You had no reason to doubt that?

24 A. I mean, that's what -- that's what it appears.
25 That's what it appears like.

1 (PLAINTIFF'S EXHIBIT NUMBER 18, MARKED, ATTACHED)

2 EXAMINATION RESUMED BY MR. BURGESS:

3 Q. Okay. Moving along to Sloan deposition exhibit
4 number 18. You have that exhibit in front of
5 you. And for identification purposes, exhibit
6 number 18 is Bates stamped pages one through
7 five. What can you tell me about this document?

8 A. That is the mortgage from Terry Linnette Grant,
9 individually to South Carolina Bank and Trust,
10 N.A. Recorded August 31st, 2005. Book 2220,
11 pages 1497 to 1501. Beaufort County Register of
12 Deeds, 11:22 a.m. Mortgage given by Dr. Grant to
13 SC Bank and Trust.

14 Q. And your assertion is this document speaks for
15 itself?

16 A. It speaks for itself. I have no personal
17 knowledge of it. I did not attend this closing,
18 nor did I perform this closing. So I have no
19 personal knowledge of this mortgage.

20 Q. You have no reason to doubt that this mortgage
21 shows up in the Beaufort County records. Would
22 that be correct?

23 A. I hate to do double negatives. But yeah. It
24 appears to be a valid mortgage. It appears to be
25 properly recorded. But I know not. I know not

1 whether all of that is true. Seems to be.

2 Q. And as a part of your defense to Miss Grant in
3 this matter. Did she or you ever assert on her
4 behalf that this mortgage wasn't paid off out of
5 the mortgage that is being foreclosed?

6 A. No. If that were an issue -- if that were an
7 issue, I did not -- it's not -- it's not in the
8 pleadings that I did when I represented Dr.
9 Grant.

10 (PLAINTIFF'S EXHIBIT NUMBER 19, MARKED, ATTACHED)

11 EXAMINATION RESUMED BY MR. BURGESS:

12 Q. All right. Let's move on to exhibit 19. This is
13 Sloan deposition exhibit. It's a one page
14 document. What can you tell me about that?

15 A. All right, that's number 19. That's the one
16 document -- the one exhibit I don't have. So I'm
17 going to have to rely on your screen, Mr.
18 Burgess.

19 Q. Can you see it up on the screen?

20 A. I do see that. And I do remember -- I do
21 remember looking at it yesterday in preparation
22 for this deposition. And it appears to be the
23 satisfaction of exhibit 18. The mortgage given
24 by Dr. Grant to SCB&T. And appears to have been
25 satisfied on October 10th, 2006, by SCB&T.

1 Q. And as part of your defense of Miss Grant in this
2 foreclosure action, did you ever have an occasion
3 or did she ever approach you to assert as a
4 defense that this loan had not been paid off as a
5 part of the closing?

6 A. I'll answer the question this way. In reference
7 to the previous exhibits in this deposition and
8 the documents I sent to you as attorneys for
9 plaintiff. No.

10 (PLAINTIFF'S EXHIBIT NUMBER 20, MARKED, ATTACHED)

11 EXAMINATION RESUMED BY MR. BURGESS:

12 Q. And the last few exhibits here. Directing your
13 attention to exhibit 20. For identification
14 purposes this is Sloan deposition exhibit 20.
15 Bates stamped page one. A one page document.

16 A. Got it.

17 Q. Can you tell me about this document.

18 A. This is a South Carolina tax lien filed against
19 Terry L. Grant. It was filed at the Beaufort
20 County Register of Deeds on April 5th, 2006.

21 Q. All right.

22 A. And the total amount, including court costs of
23 \$22,948.87.

24 (PLAINTIFF'S EXHIBIT NUMBER 21, MARKED, ATTACHED)

25 EXAMINATION RESUMED BY MR. BURGESS:

1 Q. And directing your attention to exhibit number
2 21. And for identification purposes, this is
3 Sloan deposition exhibit 21. Bates stamped page
4 one of one. What can you tell me about that
5 document?

6 A. That appears -- oh, okay. Yeah, that's a
7 satisfaction -- that's a satisfaction of exhibit
8 20.

9 Q. Of the tax lien. And ---

10 A. Of the tax line.

11 Q. I'm sorry, go ahead. I cut you off.

12 A. No, no, I was finished. Your turn.

13 Q. Okay, well, in your representation of Miss Grant.
14 And in the answers that you submitted on her
15 behalf, was it ever asserted as a defense that
16 this lien that would have been paid off by the
17 mortgage wasn't paid off?

18 A. No.

19 Q. And in your experience, a tax lien satisfaction
20 satisfies a lien of public record, so it's no
21 longer a lien. Would that be a fair statement?

22 A. Oh, yes.

23 BY MR. BURGESS:

24 All right, I think I'm nearing the end of my
25 questions. Can we take a brief five minute break.

1 We've been going for quite a while. Let's take a
2 ten minute break if that's okay with everybody.

3 (OFF THE RECORD)

4 BY MR. BURGESS:

5 At this point, pending a follow up to any
6 questions Miss Grant may have, I don't have any
7 further questions at this time. Miss Grant, your
8 witness.

9 EXAMINATION BY DR. GRANT:

10 Q. Thank you. Mr. Sloan, what was our objective
11 when I agreed to hire you? Like, what was it
12 that -- what information was provided to you that
13 caused you to accept my case?

14 A. Dr. Grant, I don't recall the specifics of it.
15 But the goal was to get the best possible
16 resolution.

17 Q. Okay. I was looking at the exhibits from Mr.
18 Burgess. And there's one thing I wanted to ask a
19 question with the Green Point mortgage. That was
20 exhibit number ---

21 A. 15, 16 and 17, Dr. Grant.

22 Q. Okay, good. Thank you.

23 A. Sure.

24 Q. On the Green Point mortgage. Let's look at that.
25 What month, day and year is on that?

1 A. I'm sorry, exhibit 15, 16 or 17?

2 Q. Exhibit 15. What month ---

3 A. Oh, the mortgage. Dated December 8th, 2003.

4 Q. Okay, for what amount?

5 A. \$398,000.

6 Q. Okay, now let's go to exhibit number 16.

7 A. I've got it right in front of me, ma'am.

8 Q. All right, on that partial release of exhibit
9 number 16. Can you read the amount of the
10 partial release and the date -- the value of it
11 and the date on that.

12 A. I can -- I can read it.

13 Q. Okay.

14 A. Yeah, for value received, the undersigned hereby
15 releases and forever discharges the following
16 described real property from the lien of that
17 certain mortgage in favor of the undersigned,
18 executed by Terry Lennette Grant, dated December
19 8th, 2003, in the principal amount of \$398,000.
20 Was that what you wanted me to read?

21 Q. Right.

22 A. Okay.

23 Q. So I wanted to make sure that we looked at the
24 mortgage that was -- that stated the value of 398
25 and the partial release with a different date.

1 The same exact amount. Now we need to look at
2 the description. There are two different
3 descriptions. And I wanted you to see what was
4 the description on the Green Point mortgage. And
5 then what was the description on the partial
6 release. Do you see the same thing?

7 A. I apologize, Dr. Grant. I'm getting an incoming
8 call and I'm just going to have to let it ring
9 out. I'm sorry, Dr. Grant, please repeat your
10 question.

11 Q. Looking at the property description on the Green
12 Point mortgage.

13 A. Yeah.

14 Q. Are they the same or different on the Green Point
15 mortgage and the partial release?

16 A. Oh, I understand your question. They look --
17 they look like they're the same.

18 Q. Let's read through that. I was afraid you was
19 going to say that. So let's look at the Green
20 Point mortgage itself and the description on it.

21 A. I love to read, Dr. Grant. Be happy to read for
22 you. I'm reading from -- the legal description
23 on exhibit 15. Let's see. Okay, they're the
24 same, except on exhibit 16 the first paragraph of
25 Exhibit A is identical, saving and excepting all

1 that certain piece, parcel of land including
2 improvements thereon situate lying being in
3 Hilton Head, County of Beaufort, state of South
4 Carolina, containing .46 acres more or less, and
5 more particularly described and identified as
6 parcel A on that certain plat of Donald R. Cook,
7 S-c-r-l-s, number 19010, dated September 30th,
8 2003, last revised December 22nd, 2003. Entitled
9 a subdivision survey of 3.99 acres. Wild Horse
10 Road. And recorded in the office of the Register
11 of Deeds for Beaufort County, South Carolina and
12 plat 96, page 191. So it appears to me, Dr.
13 Grant, that the partial release is for 3.95,
14 minus .46. That's what it appears to me.

15 **Q. Okay, and can we read the description on the**
16 **partial release.**

17 **A. Oh, the first paragraph?**

18 **Q. Exhibit 16.**

19 **A. Okay, do you want me to read -- yep, I see that**
20 **in front of me.**

21 **Q. Okay. Do you see it the same or do you see the**
22 **difference?**

23 **A. Okay, what difference are you pointing at?**

24 **Q. The actual -- I'm asking you. Do you see that**
25 **the properties are the same or do you see that**

1 the properties are different?

2 A. Oh, 15 and 16. They're -- they're the same.

3 Except the partial release takes out the .46
4 acres.

5 Q. Okay.

6 A. The first paragraph Exhibit A on exhibit 15 and
7 the first paragraph exhibit A on exhibit 16 are
8 the same.

9 Q. Okay. Thank you.

10 A. Sure.

11 Q. When the first mortgage is paid off, is it normal
12 practice to have an assignment of mortgage from
13 Green Point to Deutsche Bank?

14 A. Okay, I'm sorry. I don't follow the question.

15 Q. Was there an assignment of mortgage from Green
16 Point mortgage to Deutsche Bank? Have you seen
17 that?

18 A. For the mortgage in exhibit 15?

19 Q. For the mortgage in exhibit 15.

20 A. Not that I'm aware of. There might be, but I'm
21 not aware of it.

22 Q. Okay. Was there an assignment of mortgage from -
23 - there's another exhibit he had. South Carolina
24 Bank and Trust.

25 A. I didn't see an exhibit -- excuse me. I didn't

1 see an assignment of mortgage from SC Bank and
2 Trust to anybody. I'm not aware of it.

3 Q. Okay, thank you for answering that. So being
4 that you are an attorney trained, what does the
5 law say about assignments, mortgages and notes?

6 BY MR. BURGESS:

7 Object to the form of the question.

8 BY DR. GRANT:

9 I guess so, you want to object.

10 EXAMINATION RESUMED BY DR. GRANT:

11 Q. Because there is a law, isn't there?

12 A. I'm happy to answer your question, Dr. Grant. I
13 just don't understand it. What the law is
14 regarding assignments?

15 Q. Okay. You've heard the song Mary Had a Little
16 Lamb, right?

17 A. Yes, ma'am.

18 Q. Everywhere that Mary went, the lamb will go.
19 Well, in the law of the United States for the
20 UCC, 9-203, codifies this rule for both sale of
21 the mortgage note and security interest in the
22 mortgage note and security obligation.
23 Basically, they go together. And my question to
24 you is are you aware of that law?

25 A. UCC -- I'm sorry, am I aware of UCC 9-203?

1 Q. Correct.

2 A. Not off the top of my head.

3 Q. Going back to Chad's question regarding a closing
4 on September 18th, 2006. Do you remember me
5 sharing with you emails that were dated on
6 September 19th, between Novastar and Peter Wolf's
7 office, where a closing did not take place on the
8 18th. Because on the 19th, they were still
9 trying to decipher which property was going to be
10 mortgaged?

11 A. I do -- I do remember us having that
12 conversation.

13 Q. Okay. Thank you. So if there is questions on
14 September 19th, 2006, then is it possible for a
15 closing to take place on September 18th, 2006?

16 A. Well, that's -- that's an academic question. And
17 I'm not sure if I can answer that. That's more
18 of a question to point to the closing attorney.
19 That's -- there's certainly -- there's certainly
20 a valid issue with regards to the legal
21 description. I would agree with you on that.

22 Q. Okay. Can you explain the law which requires --
23 what the law requires in order for a foreclosure
24 to be effective?

25 BY MR. BURGESS:

1 Object to the form of the question.

2 BY THE WITNESS:

3 A. Well, that -- that's -- I'm not sure how to
4 answer that. But there's -- there are statutes
5 and case law regarding -- there's statutes and
6 case law regarding foreclosures and there's
7 defenses to foreclosures. And you definitely
8 have -- you definitely have defenses to the
9 foreclosure. You probably don't want me to share
10 -- go ahead.

11 EXAMINATION RESUMED BY DR. GRANT:

12 Q. So looking at the HUD statement. Is it normal
13 practice to have unsigned documents at a closing?

14 BY MR. BURGESS:

15 Object to the form.

16 BY THE WITNESS:

17 A. That's a good question, Dr. Grant. I did notice
18 -- Mr. Burgess did not ask me about it. This HUD
19 is unsigned by you and the copy of the HUD that I
20 have is unsigned by you. And it's unsigned by
21 the closing attorney. I don't know if there is a
22 signed version of it or not.

23 EXAMINATION RESUMED BY DR. GRANT:

24 Q. So with that being said, can anyone file a
25 foreclosure action without being in possession of

1 **executed copies of documents?**

2 BY MR. BURGESS:

3 Object to the form.

4 BY THE WITNESS:

5 A. A tricky question to answer, Dr. Grant. But you
6 know, obviously -- I'll answer the question in
7 the general. To foreclose, someone would have
8 had to sign a note and mortgage. That's for
9 sure.

10 EXAMINATION RESUMED BY DR. GRANT:

11 Q. Okay. Did you know that the foreclosure suit was
12 filed on December 1st of 2009?

13 A. I knew there was foreclosure actions filed
14 against you prior to the 2016 one. And that's --
15 that's why I asserted the defenses I did in the
16 answer. I knew there was the one in 2010. I
17 didn't remember the one in 2009. But yeah, I
18 know they filed multiple actions against you, Dr.
19 Grant. And I remember at the last -- I remember
20 discussing that before Judge Dukes in the final
21 hearing that I attended on your behalf. Arguing
22 that as a defense. And Judge Dukes let that in
23 as a defense. But anyway...

24 Q. Did you know that on December 1st of 2009, that
25 Mortgage Electronic Registration System reserved

1 the name of their corporation on this particular
2 day?

3 BY MR. BURGESS:

4 Object to the form of the question.

5 BY THE WITNESS:

6 A. No, ma'am, I did not.

7 EXAMINATION RESUMED BY DR. GRANT:

8 Q. Did you know that the Secretary of State states
9 that a corporation cannot use their corporate
10 name to conduct a transaction business just by
11 reserving the name?

12 BY MR. BURGESS:

13 Object to the form.

14 BY THE WITNESS:

15 A. Yes.

16 EXAMINATION RESUMED BY DR. GRANT:

17 Q. Did you know that NovaStar, under the South
18 Carolina Secretary of State, expired November 3rd
19 of 2009?

20 BY MR. BURGESS:

21 Object to the form.

22 EXAMINATION RESUMED BY DR. GRANT:

23 Q. August 3rd, 2009.

24 A. I don't recall that. I probably knew that. I
25 don't recall that.

1 Q. According to -- and I have a question to go along
2 with this. According to Mitchell versus Brock
3 and Scott, PLLC, civil action of 19-CV-02225.
4 Did you know that is required for a foreclosing
5 party to be in possession of the original note
6 and the original mortgage?

7 BY MR. BURGESS:

8 Object to the form.

9 BY THE WITNESS:

10 A. I was unaware of that case, Dr. Grant. I would
11 be interested in having you send it to me. But
12 I've argued that many times in court that --
13 sometimes successful, sometimes not. That the
14 plaintiff has to have the note and the mortgage
15 to foreclose.

16 EXAMINATION RESUMED BY DR. GRANT:

17 Q. Were you aware that the legal description on the
18 Green Point mortgage clearly has the property
19 parcel 18 A, R 510 007000018A000.

20 A. Okay, you're asking me about the legal
21 description on the Green Point mortgage.

22 Q. I'm just asking the questions. Because let me
23 tell you something. I have so many questions.
24 And I'm trying to figure out where we're going
25 with this. After the plaintiff, three different

1 attorney law firms that they hired. I'm still
2 answering the same questions. My documents
3 haven't changed. My documents are still the
4 same.

5 A. Yeah, I get that. I'm looking at the legal
6 description of the Green Point mortgage, Dr.
7 Grant. What was your question about it?

8 Q. The tax map numbers is different.

9 A. Okay.

10 Q. I didn't see an assignment. Didn't come with it.
11 And that's a statement. Let me go back. When
12 the case was filed on December 1st, 2009. What
13 was your understanding when Judge Dukes granted
14 the foreclosure to the plaintiff?

15 A. Oh, in the 2009 case?

16 Q. Yeah.

17 A. Well, he granted foreclosure, and then the
18 foreclosure judgment was vacated. I have no idea
19 why they vacated it.

20 Q. Could you explain why a corporation would vacate
21 and dismiss a foreclosure judgment that they
22 received in their favor?

23 BY MR. BURGESS:

24 Object to the form.

25 BY THE WITNESS:

1 A. That's bizarre to me, Dr. Grant. I have no idea
2 why. No idea.

3 EXAMINATION RESUMED BY DR. GRANT:

4 Q. Is it normal practice to dismiss a foreclosure
5 judgment?

6 BY MR. BURGESS:

7 Object to the form.

8 BY THE WITNESS:

9 A. Only if -- not really. Not unless the parties
10 have reached another settlement.

11 EXAMINATION RESUMED BY DR. GRANT:

12 Q. Okay, thank you, Mr. Sloan. According to the
13 documents that you have received, at the time
14 that the lawsuit was filed on December 1st, 2009.
15 Who owned the mortgage and who owned the note?

16 BY MR. BURGESS:

17 Object to the form of the question.

18 BY THE WITNESS:

19 A. Dr. Grant, I can't -- I can't answer that
20 question. But I know I can -- I can tell you
21 that Deutsche Bank National Trust Company filed
22 the foreclosure against you in 2009.

23 EXAMINATION RESUMED BY DR. GRANT:

24 Q. That was my point. And I have paperwork here.
25 Because they weren't even registered -- just a

1 second.

2 A. Sure.

3 Q. Is it normal practice to assign a mortgage to a
4 party after the lawsuit has been filed?

5 BY MR. BURGESS:

6 Object to the form of the question.

7 BY THE WITNESS:

8 A. I laughed, Dr. Grant, because the answer is yes,
9 because I'm dealing with a foreclosure in another
10 county where it's been assigned six times in 11
11 years. In a 12 year case. So it's bizarre to
12 me, but it's typical.

13 EXAMINATION RESUMED BY DR. GRANT:

14 Q. I'm also looking at these documents. Were you
15 aware that the plaintiff removed Finckel law firm
16 and replaced them with Callison and Tighe in ---

17 A. Now that was in the 2010 case, right?

18 Q. Yeah.

19 A. Okay. I was aware of that.

20 Q. Did you know that Callison and Tighe refiled a
21 new lawsuit in April of 2010 against me?

22 A. Yes, ma'am. I was aware of that.

23 Q. Were you aware according to the documents that we
24 reviewed together that an allonge had been
25 created two years after the lawsuit was filed

1 against me on June 25th of 2012?

2 BY MR. BURGESS:

3 Object to the form of the question.

4 BY THE WITNESS:

5 A. I'm sure we had that conversation. I don't
6 remember it specifically.

7 EXAMINATION RESUMED BY DR. GRANT:

8 Q. Okay, good. Is it normal practice to have an
9 allonge of a note created two years after the
10 lawsuit has been filed in foreclosure?

11 BY MR. BURGESS:

12 Object to the form.

13 BY THE WITNESS:

14 A. It does happen, Dr. Grant. I'm not sure why,
15 but it does happen.

16 EXAMINATION RESUMED BY DR. GRANT:

17 Q. Is it a normal practice to have an allonge filed
18 three years after a lawsuit had been filed?

19 BY MR. BURGESS:

20 Object to the form.

21 BY THE WITNESS:

22 A. Same answer.

23 EXAMINATION RESUMED BY DR. GRANT:

24 Q. At the time of initiating the April, 2010, do you
25 know the legal description of the property being

1 **foreclosed on?**

2 BY MR. BURGESS:

3 Object to the form.

4 BY THE WITNESS:

5 A. I'm not sure what the legal description -- I
6 don't know what the legal description was in the
7 complaint of the 2010 lawsuit.

8 EXAMINATION RESUMED BY DR. GRANT:

9 **Q. According to the documents when I was with you in**
10 **2014, did you realize that this case was being**
11 **dismissed?**

12 BY MR. BURGESS:

13 Object to the form.

14 BY THE WITNESS:

15 A. Well, Dr. Grant, just to be clear, I represented
16 you from 2016 to 2018. I did not represent you
17 in the 2010 lawsuit.

18 EXAMINATION RESUMED BY DR. GRANT:

19 **Q. Okay, but at the time when you were hired to**
20 **represent me, were you aware that the plaintiff**
21 **changed law firms from Callison and Tighe to**
22 **Brock and Scott?**

23 BY MR. BURGESS:

24 Object to the form.

25 BY THE WITNESS:

1 A. I don't remember that specifically. But in
2 preparation for this deposition, I recall that
3 the plaintiff changed law firms. Dr. Grant, the
4 the plaintiffs in foreclosures change law firms
5 all the time. So that would not be surprising to
6 me at all.

7 EXAMINATION RESUMED BY DR. GRANT:

8 Q. What is your relationship with Brock and Scott or
9 any lawyers in that firm?

10 A. I've worked against Mr. Burgess on many cases
11 before. Miss Glenn in the case that I
12 represented you. Mr. Stork. I'm under an
13 absolute duty to be civil to them, and I am civil
14 to them. But when I represent a client against
15 them, I vigorously defend the interests of my
16 client. But Brock and Scott, Rogers Townsend,
17 Finkel, whatever law firm it is.

18 Q. Okay, according to the documents that you have
19 reviewed, were you aware that Brock and Scott re-
20 filed another lawsuit against me on June 29th,
21 2016?

22 BY MR. BURGESS:

23 Object to the form.

24 BY THE WITNESS:

25 A. Of course, yes. Of course.

1 EXAMINATION RESUMED BY DR. GRANT:

2 Q. Did you read all the documents that I provided to
3 you?

4 A. I'm sure I did. I don't -- I don't recall every
5 single document that you gave me, but I would
6 have read them.

7 Q. As an attorney, do you know what the law requires
8 to effect the perfect chain of title?

9 BY MR. BURGESS:

10 Object to the form of the question.

11 BY THE WITNESS:

12 A. A chain of title. That's a good question, Dr.
13 Grant. Chain of title is a fact based issue.
14 But I certainly agree. I certainly agree. And
15 that's a defense in your case that the plaintiff
16 has to show a chain of title. It's to show a
17 valid chain of -- unbroken chain of title.

18 EXAMINATION RESUMED BY DR. GRANT:

19 Q. And with that in mind, Mr. Sloan, was there a
20 reason that you did not share the title search
21 that was completed?

22 BY MR. BURGESS:

23 Object to the form.

24 BY THE WITNESS:

25 A. Dr. Grant, I greatly appreciate that question. I

1 did furnish that title search to Brock and Scott
2 in discovery. And I vigorously denied that their
3 legal description was valid. And I included that
4 in my initial answer of their complaint, and I
5 included it again in the answer to the amended
6 complaint. That's their job to prove that. And
7 they're going to have an issue to prove that.
8 I've dealt with a reformation of mortgage in a
9 another case in Berkeley County, and I defeated
10 the plaintiff's attempt to reform it. So I think
11 that is an open ended question in your case.
12 What kind of mortgage the plaintiff has on your
13 property, if any.

14 EXAMINATION RESUMED BY DR. GRANT:

15 Q. And thank you for saying that, Mr. Sloan. But
16 did the title search show a mortgage on my
17 property?

18 BY MR. BURGESS:

19 Object to the form.

20 BY THE WITNESS:

21 A. I don't remember the -- I don't remember the
22 specifics. But I do remember there was a --
23 there was definitely a flaw with it. And I
24 asserted that as a defense. I asserted that as a
25 defense in your case, and that remains -- that

1 remains an open ended issue in your case, and I
2 hope you vigorously defend that in your
3 foreclosure case.

4 EXAMINATION RESUMED BY DR. GRANT:

5 Q. When you decided to take over my case, I remember
6 when I shared the information with you in the
7 consultation. It led me to believe that I would
8 have a winning case. What information did I
9 provide to you that gave you the idea that I had
10 a winning case at that time?

11 BY MR. BURGESS:

12 Object to the form.

13 BY THE WITNESS:

14 A. Dr. Grant, I don't remember every single specific
15 defense we had. But you have multiple defenses
16 in your case. I read your summary judgment
17 motion from last year, which I found very
18 interesting. I think you had some good arguments
19 in that. You have the legal description. And I
20 think -- I think you have -- I think you have
21 other issues. Well, I asserted the res judicata
22 defense. I asserted the res judicata defense in
23 my last motion to amend your answer, which the
24 judge granted after I was relieved as your
25 attorney. I think you've got an excellent

1 argument on the res judicata defense.

2 EXAMINATION RESUMED BY DR. GRANT:

3 Q. So why did you consent and agree to allow the
4 plaintiff to change the legal description of the
5 alleged mortgage?

6 A. I did not consent to the plaintiff changing the
7 legal description to the mortgage. I -- the
8 judge -- they wanted to amend their complaint.
9 And the judge was going to let them amend their
10 complaint under Rule 15. But I did not consent
11 to them changing it. Because if I had consented
12 to it, I would have admitted that their legal
13 description was valid. But in your -- in my
14 answer to -- in my answer for you to their
15 amended complaint, I denied that. I denied that
16 item. Yeah, I'm pulling up number 9. I'm
17 pulling up exhibit number 9, of their -- which is
18 their complaint, which describes the legal
19 description that they wanted to use. I'm not
20 going to sit here and read it. But number five,
21 I say the defendant -- I admit that you signed a
22 mortgage, because you signed a mortgage. Because
23 there was two witnesses to the mortgage. But I
24 denied that the mentioned property is secured by
25 the mortgage. And then in number six was a

1 similar thing. It said that the mortgage was
2 recorded. I admitted that the mortgage was
3 recorded, because it was recorded. But I denied
4 that the mortgage signed is applicable or a lien
5 on your property. So I admitted nothing with
6 regards to their -- what they think is the legal
7 description of their mortgage on your property.
8 That is an open ended question for whatever the
9 new judge in this case decides.

10 Q. Once -- go ahead.

11 A. Yeah, and you've been your own attorney for the
12 last four years. And you've held the dogs at
13 bay, which I applaud you for. If you have not
14 filed Mr. Feeley's title search, you probably
15 should do that. But I don't necessarily want to
16 give you legal advice with Mr. Burgess listening.

17 Q. Thank you.

18 A. But I'm not giving you legal advice. I'm just
19 answering your questions.

20 Q. Once a document has been signed by a party, is it
21 legal to change the information within that
22 particular legal document?

23 BY MR. BURGESS:

24 Object to the form.

25 BY THE WITNESS:

1 A. I know -- I know where you're going with that
2 question, Dr. Grant. You want -- plaintiff wants
3 to reform their mortgage because they think it's
4 flawed. Some -- Mr. Burgess might think a
5 reformation of mortgage is a slam dunk, but it's
6 not necessarily a slam dunk. The parties had to
7 -- had to agree on what the legal description is.
8 And the legal description -- I'll keep repeating
9 this. The legal description of the mortgage that
10 you signed, that is an open ended question for
11 the court to decide what that is. And you should
12 vigorously defend it.

13 EXAMINATION RESUMED BY DR. GRANT:

14 Q. Did you find the document dated April 10th of
15 2017? Can you find that document dated April
16 10th of 2017? We just had it here.

17 A. What exhibit number is that, ma'am?

18 Q. That's what I'm looking for now. I was looking
19 for the one dated for April 10th, 2017, while you
20 were talking.

21 A. I found it. Number 11.

22 Q. Okay. All right. Did you find the document
23 dated at this time, that it was never entered
24 into the record until October 27th. Yes or no?
25 of 2022.

1 A. Well, answers to requests for admission are
2 normally not -- they're normally not filed with
3 the court. And I wouldn't have known that it was
4 filed in 2022, since you asked me not to be your
5 attorney anymore in 2018.

6 Q. Was you aware that the document that has your
7 signature dated August, 2017, that they sent --
8 well, that they placed in the record that had
9 different fonts, different parcel numbers.
10 Different fixed appearance; some of the fonts
11 were larger than the rest of the documents.

12 A. Are we still -- we're still on number 11,
13 correct?

14 Q. Just a second.

15 A. You have number 11 ---

16 Q. Number 11. Yeah.

17 A. Yeah, the fonts -- I do see the font is different
18 on number one and number two. I do see that.

19 Q. Okay. Is there a reason?

20 A. I don't recall why there's different fonts.

21 Q. So the legal description is wrong, but yet it was
22 submitted on the document right there?

23 A. Happy to answer that question. On number five,
24 they asked me to admit or deny that you signed a
25 mortgage and covered this -- that real property.

1 And if you go to the following page, I deny it
2 right there. Denied as stated, the defendant
3 Grant does not currently own the subject
4 property, nor did she own the subject property at
5 the relevant times.

6 **Q. Thank you. Do you remember why I terminated your**
7 **service?**

8 **A.** I think I remember. I think you were upset that
9 I consented to them amending the complaint and
10 your, quote, friend -- your, quote, friend did
11 not understand that consenting to them amending
12 the complaint does not equal admitting to what
13 they're saying in the complaint. Your, quote,
14 friend totally poisoned our attorney/client
15 relationship. Because if you recall, when we
16 walked out in the parking lot after I was
17 relieved, I don't think your, quote, friend
18 attended that hearing. And you saw that I was
19 fighting for you with the amended answer. And
20 you smiled when we shook hands and left. And you
21 said, send me a bill, which I did not. I did not
22 send you a bill after that. And I totally did
23 not think about your case from May of 2018, until
24 Chad called me on November the 30th.

25 **Q. Thank you. Is it normal practice to have a**

1 corrected assignment of a mortgage created nine
2 years after an original assignment of a mortgage
3 was created?

4 BY MR. BURGESS:

5 Object to the form.

6 BY THE WITNESS:

7 A. Well, Dr. Grant, it's a good question.
8 Plaintiffs in foreclosure actions often have very
9 sloppy paperwork. So is that evidence of sloppy
10 paperwork? Yes.

11 EXAMINATION RESUMED BY DR. GRANT:

12 Q. So is it fair to say that if a party was not in
13 possession of a correct assignment of mortgage at
14 the time of a foreclosure, that they were not a
15 real party of interest?

16 BY MR. BURGESS:

17 Object to the form.

18 BY THE WITNESS:

19 A. Dr. Grant, I'm not the -- I'm not the judge of
20 your -- I would agree with your position as an
21 advocate. I mean, that would be up for the judge
22 -- for the judge of your case to decide. Whoever
23 he or she is. But I would agree with your
24 position. And if I were your attorney again, I
25 would vigorously argue that in court.

1 EXAMINATION RESUMED BY DR. GRANT:

2 Q. Is it fair to say that once the original note and
3 the original mortgage for whatever reason become
4 invalid and unenforceable by law?

5 BY MR. BURGESS:

6 Object to the form.

7 BY THE WITNESS:

8 A. Sorry, Dr. Grant, repeat that question, please.

9 EXAMINATION RESUMED BY DR. GRANT:

10 Q. Is it fair to say that once the original note
11 separates from the original mortgage for whatever
12 reason, it becomes invalid and unenforceable by
13 law?

14 BY MR. BURGESS:

15 Same objection.

16 BY THE WITNESS:

17 A. Well, again, Dr. Grant, I'm not the finder of
18 fact in your case. But as an advocate, I would
19 totally -- I would totally agree with that
20 position.

21 EXAMINATION RESUMED BY DR. GRANT:

22 Q. Okay, Mr. Sloan, why are you being deposed today?

23 A. That's a good question, Dr. Grant. Mr. Burgess
24 requested that he take my deposition. You'd have
25 to ask him why he wanted to depose me. It's a

1 good question. I don't know the answer to that.
2 You'd have to ask Mr. Burgess that.

3 Q. Okay. This is my last question I think. Because
4 right now, you've answered all of my questions.
5 As an attorney, could you please tell me the law
6 as it relates to an assignment of a mortgage and
7 the assignment of a note.

8 BY MR. BURGESS:

9 Object to the form.

10 EXAMINATION RESUMED BY DR. GRANT:

11 Q. The UCC article nine and the UCC article 3, where
12 -- where is it? I'm puzzled.

13 A. Well, I am not equipped right at this second to
14 answer your good question, Dr. Grant. If you're
15 going that way in defending your case, that's --
16 that might be a good idea to do that. Is to look
17 into that. So I've used UCC provisions before to
18 defend foreclosure actions, with mixed results.

19 Q. Thank you for your time, Mr. Sloan. You've
20 brought a lot of things that I've been thinking
21 and researching. I have students that are
22 researching -- as a part of their community
23 things, researching documents, just to bring
24 awareness of what's going on with our banks and
25 attorneys. And how they handle different cases

1 in their defense. But the research has been --
2 the research in this case for the last 13, 14
3 years has been overwhelmingly amazing. Unreal.

4 BY DR. GRANT:

5 But thank you so much for your time today.
6 That's all that I have.

7 RE-EXAMINATION BY MR. BURGESS:

8 Q. I just have a couple of follow up questions. It
9 won't take too long. Mr. Sloan, regarding
10 exhibit number 4. The order granting partial
11 summary judgment from February 7th, 2014.

12 A. Right.

13 Q. Are you aware of any order vacating that
14 particular order?

15 A. Well, Mr. Burgess, if I was my own attorney, I
16 would object to the form. Since that's asked and
17 answered. That's -- I'm not aware of what you're
18 speaking about. That very well may be an open
19 ended question. I -- that's an open ended
20 question. And I would say before November 30th,
21 I would say that's up for Judge Dukes to answer.
22 But that's up for somebody else to answer,
23 whoever the new judge is.

24 Q. I'm talking about physically, have you seen any
25 orders that would vacate this particular order?

1 A. You referenced the order. I'm not sure if it was
2 an exhibit. The order vacating the foreclosure
3 judgment. I would use that to answer your
4 question. But other than that -- other than that
5 order, no. But I'm not completely versed in the
6 2010 case, since I was not Dr. Grant's attorney
7 in the 2010 case.

8 Q. Okay, and just a couple of things that you
9 mentioned in answering Dr. Grant's questions.
10 The signing of the HUD document or the signing of
11 the note and mortgage. Do you recall if any of
12 those defenses appear in any of your answers or
13 amended answers?

14 A. Well, in -- of course the note wasn't witnessed.
15 But no, I didn't. I did not assert that as a
16 defense, no. Does your client have the original
17 note? I have no idea. Did Dr. Grant sign a note
18 and mortgage at the time of the closing? I'm
19 sure she did. Well, the mortgage was witnessed
20 by the closing attorney and by the paralegal. So
21 no. The -- no.

22 Q. So you acknowledge that if the plaintiff provides
23 the original note to the court -- and actually
24 let's talk about that for a second. You bring up
25 an interesting point. Let's go back to the copy

1 here. As your experience as an attorney, you
2 said you've dealt with mortgage foreclosure
3 defense in a lot of different cases. Going back
4 to exhibit number 2. I want you to look at page
5 number five.

6 A. Paragraph number five?

7 Q. Page number five.

8 A. Page five, okay.

9 Q. Right beside the signature page, do you see a
10 couple of blue stamps? I don't know if your
11 printed copy would be blue, but I'm sharing ---

12 A. Yeah, I see the blue -- I see the judgment
13 stamps, Mr. Burgess.

14 Q. Now are you aware of Judge Dukes's requirement to
15 produce the original note in his court?

16 A. Yes, I am aware of that.

17 Q. And do those two stamps appear to have case
18 numbers on them?

19 A. They do have case numbers, Mr. Burgess. But
20 again, I was not Dr. Grant's attorney on May
21 25th, 2014. Nor was I Dr. Grant's attorney on
22 August 3rd, 2021. I attended neither of those
23 hearings. So I lack any personal knowledge to
24 answer any questions about Dr. Grant's note,
25 exhibit number 2.

1 Q. I understand. Have you seen stamps that Judge
2 Dukes has placed on notes in the past?

3 A. To be honest, Mr. Burgess, no. Because -- well,
4 maybe I -- I maybe I did because -- but I don't
5 recall. I don't recall seeing those stamps. I
6 just -- so that is interesting you pointed that
7 out to me.

8 Q. So if you have no knowledge of it. And so in all
9 your years of foreclosure defenses or practicing
10 in front of Judge Dukes. You're indicating that
11 you -- just so I'm clear. You're indicating that
12 you've never seen Judge Dukes require inspection
13 of original note and stamp it there in the
14 courtroom?

15 A. Do I know Judge Dukes requires the original note?
16 Yes. I just don't -- I've only prosecuted one
17 foreclosure in front of Judge Dukes's courtroom.
18 I've defended many. But I have not -- I don't
19 recall seeing the stamp. I don't recall seeing
20 Judge Dukes's, I looked at the original note
21 stamp. I don't recall that. So that struck me
22 when you were asking me questions about it.

23 Q. Well, if it follows that he has that requirement,
24 wouldn't it also follow that he would need some
25 sort of a way to determine when an original note

1 has been presented to him?

2 A. Mr. Burgess, I'm sorry, I really can't answer
3 that question. That would be something for Judge
4 Dukes to -- that would be something for Judge
5 Dukes to answer, since he's no longer the judge
6 in this case.

7 BY DR. GRANT:

8 Excuse me for interrupting right here. My
9 question is can you alter an original note? By
10 law, can you alter an original note?

11 BY THE WITNESS:

12 Dr. Grant, the answer to your question is no.
13 Did they alter your note? I have no idea. But
14 have I dealt with cases where notes have been
15 altered? Yes.

16 BY MR. BURGESS:

17 And again, I didn't think it was Miss Grant's
18 turn to ask questions.

19 (OFF THE RECORD DISCUSSION)

20 BY MR. BURGESS:

21 At the point in time when Miss Grant asked a
22 question, number one, it wasn't her turn to ask
23 questions. And number two, I do object to the form
24 of the question. That is my response there. I was
25 asking Mr. Sloan about his experience as an

1 attorney in person, as to whether or not he was
2 familiar with Judge Dukes's stamp on the note. He
3 answered that question. So I'm prepared to move on
4 from that question.

5 RE-EXAMINATION RESUMED BY MR. BURGESS:

6 Q. And I just have a couple of more questions.
7 Regarding the signing of the note and mortgage or
8 alteration of the note and mortgage. Did you
9 plead that as a defense in any of the documents
10 that you submitted on behalf of Miss Grant?

11 A. No, I did not.

12 Q. And did you plead anything related to the MERS
13 name change or any of that defense that she
14 brought up regarding authority to do business as
15 a defense in this case?

16 A. I do not believe that I did. But that's -- but
17 Dr. Grant has been her own attorney since -- or
18 most of the time since 2018. If she wants to
19 pursue that, I wish her well.

20 Q. And last question. You acknowledge that a South
21 Carolina court has the authority to reform a
22 mortgage?

23 A. I do understand, and I certainly understand that
24 the statutes and the case law allow a judge to
25 reform a mortgage. Should it be done in this

1 case? Well, I don't think so. But has it
2 happened before? Of course it has.

3 Q. And you acknowledge that there was at least one
4 order, exhibit number 4, that actually did order
5 the reformation of the mortgage that is the
6 subject of this foreclosure action?

7 A. Yes. That exhibit speaks for itself. I have
8 nothing to add or subtract from it.

9 BY MR. BURGESS:

10 Thank you. That's all the questions I have.

11 BY THE WITNESS:

12 Dr. Grant, did you have any follow up for me?

13 BY DR. GRANT:

14 No, I do not have a follow up. But I'm just
15 looking at this document and I do remember talking
16 with Mr. Sloan regarding the incorrect spelling of
17 my name on this document that has another stamp on
18 it. There's no i in my name.

19 BY THE COURT REPORTER:

20 Ms. Grant, you're breaking up.

21 BY DR. GRANT:

22 In this document I do remember sharing with
23 Mr. Sloan this alleged signature with the letter i.
24 There's no i in Terry. If I left the closing on
25 2018 because the documents weren't right or signed.

1 2019, there's an email that states that the
2 documents weren't signed. How was there possibly a
3 closing on September 18th of 2006, and an email.
4 So they're trying to decipher which property is
5 which on September 19th of 2006.

6 BY MR. BURGESS:

7 I object to the form. To the extent that's a
8 question, I object to the form. I think Miss Grant
9 is testifying at this point in time.

10 BY DR. GRANT:

11 No, I'm not. I'm asking the question.

12 BY THE WITNESS:

13 Well, Dr. Grant, that's a good question to
14 point to the closing attorneys. That's a good
15 question for them.

16 BY DR. GRANT:

17 Thank you, Mr. Sloan. I have no other
18 questions. Thank you for your time.

19 BY THE COURT REPORTER:

20 Dr. Grant, do you want to purchase a copy of
21 this transcript?

22 BY DR. GRANT:

23 Yes, I do. Thank you.

24 BY THE COURT REPORTER:

25 So we will just email it to you with the

1 invoice, is that okay?

2 BY DR. GRANT:

3 I appreciate that.

4 (DEPOSITION CONCLUDED)

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William Henry Sloan, Jr.
Date:

[illegible]

RE: DEUTSCHE BANK V TERRY LYNNETTE GRANT

1 CERTIFICATE

2 Be it known that I, Marcie Smith, do hereby
3 certify that William Henry Sloan, Jr., appeared before me
4 and I took the foregoing deposition at the time and place
5 aforesaid by means of stenomask with backup; that I was
6 then and there a notary public in and for the State of
7 South Carolina and that by virtue thereof, I was duly
8 authorized to administer an oath; and that the witness
9 was by me first duly sworn to testify to the truth, the
10 whole truth, and nothing but the truth.

11 I further certify that the foregoing transcript
12 represents a true, accurate, and complete transcript of
13 said deposition. This transcript may contain quoted
14 material; said material is transcribed as read or quoted
15 by the speaker.

16 I further certify that the witness was given an
17 opportunity to read and correct said deposition and to
18 subscribe the same. Should the signature of the witness
19 not be affixed to the deposition, the witness shall not
20 have availed himself/herself of the opportunity to sign
21 or the signature has been waived.

22 I further certify that I am neither employed by
23 nor related to any of the parties in this matter nor
24 their counsel; nor do I have any interest, financial or
25 otherwise, in the outcome of this action.

Witness my hand and seal this 21st day of
January, 2023.



MARCIE L. SMITH, REPORTER
NOTARY PUBLIC FOR S.C.
COMMISSION EXPIRES: 11-26-2026

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12

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14 ATTORNEY ON BEHALF OF TERRY LENNETTE GRANT:

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17 Apartment 108
18 Hilton Head, South Carolina 29926
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25



1 behalf of Ms. Grant.

2 And in terms of the admissions of
3 entering into the subject of the
4 mortgage, we believe this establishes
5 as a matter of law based on her
6 admissions.

7 She filed yet another answer, an
8 amended answer, on -- or actually, the
9 summons and complaint were amended in
10 this action subsequent to her answers.
11 The summons and complaint were amended
12 November 9, 2017 and Ms. Grant
13 responded to the that amended
14 complaint. Again, Williams Sloan
15 responding on her behalf on December 7,
16 2017, again, with the same admissions
17 related to the interest and to the note
18 and mortgage.

19 Just a moment to explain why
20 that's important, Your Honor. Part of
21 the defendant's motion for summary
22 judgment and her opposition to the
23 plaintiff's motion for summary judgment
24 is this idea that she did not enter
25 into the subject loan back in 2006,



1 that she walked away from the closing
2 table. And for first time in three
3 foreclosure actions, she's bringing
4 about this idea that she somehow was
5 not involved in the underlying closing.

6 And obviously, based on Judge
7 Dukes's prior order and her very own
8 admissions in this action, her now new
9 story that she somehow didn't enter
10 into the loan cannot hold water as a
11 matter of law. She's bound by both
12 Judge Dukes's order and the admissions
13 that she made through her attorney in
14 this particular case.

15 And, Your Honor, in addition to
16 that, in response to the request for
17 admissions that the defendant was
18 served with in this action, William
19 Sloan, again, in response to the
20 request for admissions, admits that
21 Ms. Grant entered into the subject
22 note. He admits the subject mortgage,
23 which is of public record, but he
24 denies the legal description, which
25 that was an issue covered in 2010



1 action which was covered by Judge
2 Dukes's order.

3 But in terms of entering into the
4 subject note and mortgage, those facts
5 are established as a matter of law.
6 And, Your Honor, to back that up, as
7 part of that 2010 action, as part of
8 this action, Ms. Grant had provided in
9 the records with her documents, a copy
10 of an unsigned HUD-1, which we
11 stipulated that is a copy of the HUD
12 that shows where the funds from the
13 closing of this loan were directed.

14 And as part of that, Your Honor,
15 the HUD shows that there was a payoff
16 of Green Point prior mortgage from 2004
17 and it shows there was a payoff of a
18 SCB&T second mortgage, and also a
19 payoff of federal taxes as well as
20 payoff of South Carolina Department of
21 Revenue tax lien.

22 And, Your Honor, as part of this
23 matter, we have included the prior
24 mortgage, the Green Point mortgage that
25 was foreclosed upon or was paid off as



1 part of this closing transaction, a
2 copy of the satisfaction of that Green
3 Point mortgage, a copy of the South
4 Carolina Bank and Trust mortgage, a
5 copy of that satisfaction of that lien
6 with the South Carolina Bank and Trust
7 mortgage, a copy of South Carolina
8 Department of Revenue tax lien, as well
9 as the satisfaction of the Department
10 of Revenue tax lien.

11 Your Honor, in sum, all of those
12 liens were of record except for the
13 federal tax lien for federal taxes that
14 she owed over \$100,000. All of those
15 mortgages and liens were satisfied
16 contemporaneously shortly after this
17 mortgage was taken out, which was shows
18 on its face that there was money that
19 changed hands.

20 Given all due deference to the
21 documents that Ms. Grant has put in the
22 record, none of those documents raise a
23 scintilla of evidence to refute that
24 that money changed hands with the
25 public records that are related to each



1 of those liens took place, again, just
2 compounding on Judge Dukes's original
3 order from 2014 regarding the legal
4 description standing and the
5 reformation of the mortgage as well as
6 the easement issue.

7 Your Honor, that issue was
8 established as a matter of law. In
9 fact, Ms. Grant did enter into this
10 loan. As a result of this loan, she
11 received the benefit of a payoff of
12 over \$100,000 of federal tax liens,
13 \$20,000 in state taxes, a SCB&T second
14 mortgage as well as the Green Point
15 first mortgage.

16 Just to kind of address one the
17 arguments that Ms. Grant makes in her
18 motion for summary judgment, she puts
19 forth a release of the -- a partial
20 release of the Green Point mortgage
21 that was recorded prior to the subject
22 mortgage.

23 And, Your Honor, if you look at
24 that document, which was recorded here
25 in Beaufort County on April 23rd, 2004



1 some two years before this mortgage was
2 taken out, you'll see that that release
3 of mortgage was just a partial release
4 to release a portion of the property
5 from that prior lien, which is not the
6 lien that's being foreclosed today, it
7 was the lien that was paid off by our
8 mortgage.

9 Ms. Grant's argument is simply
10 that that partial release of lien from
11 2004 means that Green Point was paid
12 off in 2004, which I would submit, Your
13 Honor, as a matter of law, that's not
14 what that document says. And that as a
15 result of that partial release, that
16 the Green Point mortgage got paid off
17 twice. So, in other words, she
18 couldn't have been in this loan because
19 Green Point wasn't owed anything in
20 2006 when she took out the subject
21 loan.

22 Your Honor, as you can see, that
23 is not correct as a matter of public
24 record. The document itself that she
25 submitted indicates clearly it's just a



1 partial release of the Green Point
2 mortgage. Again, this took place long
3 before this particular loan was taken
4 out, and our client had nothing to do
5 with that partial release.

6 But if you fast forward to when
7 this loan was taken out, you will
8 see -- and again, this is something
9 that's been filed in our present action
10 as a part of our supplemental
11 memorandum in support of our summary
12 judgment. You'll see the Green Point
13 mortgage, and again, this is public
14 record here in Beaufort County, was
15 recorded October 10, 2006.

16 And that is a complete
17 satisfaction of the mortgage. The
18 document's titled satisfaction of lost
19 mortgage, which indicates that it looks
20 like that at the time it was satisfied,
21 Green Point didn't have the original in
22 their possession so they filed a
23 satisfaction of lost mortgage.

24 Your Honor, again, this October
25 10, 2006 date is contemporaneous with



1 Ms. Grant taking out the subject loan,
2 which was taken out in September of
3 2006. So it's a clear timeline of this
4 loan being taken out, Green Point
5 mortgage being satisfied. The same can
6 be said with SCB&T satisfaction, the
7 satisfaction of the South Carolina tax
8 lien and the fact that no federal tax
9 lien was ever filed on Ms. Grant as a
10 result of over \$100,000 being paid out
11 of this loan to pay off her pending
12 federal taxes.

13 And the HUD document that is at
14 issue was submitted by Ms. Grant
15 herself and we certainly stipulate that
16 that is a copy of the HUD. This is a
17 document she's relying on that was used
18 in her deposition in the prior case.

19 I do stipulate that is an unsigned
20 copy of the HUD, but that represents
21 the funds that were actually changed
22 hands. And, Your Honor, that does
23 match with the public records that we
24 see here in Beaufort County.

25 THE COURT: Okay. Is that



1 everything, Mr. Burgess?

2 MR. BURGESS: Well, and fast
3 forwarding, Your Honor, one of the
4 areas of contention is the plaintiff's
5 standing to bring the foreclosure.
6 Ms. Grant challenges the plaintiff's
7 standing to bring the foreclosure. She
8 challenges the plaintiff's holding the
9 subject note and mortgage.

10 Your Honor, I do have the original
11 with me today. We have presented it to
12 the Court numerous times. May I
13 approach, Your Honor?

14 THE COURT: Yes. This is an
15 adjustable rate note dated September
16 18, 2006. Borrower comes to pay
17 \$680,000 at 7.75 percent interest.

18 MR. BURGESS: Your Honor,
19 regarding that document, you'll notice
20 on the back of it, here in Beaufort
21 County, Judge Dukes requires to review
22 the original, if it's available, or an
23 affidavit of lost note.

24 In prior hearings, and you'll see
25 his stamps where he reviewed that note



1 at prior hearings back in 2014 as well
2 as 2021, I believe. We had prior a
3 summary judgment granting which was
4 vacated in this case. This is case is
5 a long sort --

6 THE COURT: You've already told me
7 that. So, yeah, I see where judgment
8 was entered in on this note dated 5/28
9 of '16 by the Honorable Marvin H.
10 Dukes, III, Master in Equity for
11 Beaufort County. And also, a judgment
12 entered in on this note of case
13 number -- the date is 8/13/21 by the
14 Honorable Marvin H. Dukes, Master in
15 Equity. This mortgage was signed by
16 Ms. Terry Lennette Grant.

17 MR. BURGESS: Yes, sir. And I do
18 have the original mortgage if you would
19 like to see that as well.

20 THE COURT: It's dated 9/18 of
21 '06.

22 MR. BURGESS: Yes, sir. And you
23 will see there is also a
24 (indiscernible) attached to it where
25 the note has been transferred.



1 THE COURT: Let me see the
2 original mortgage.

3 MR. BURGESS: Yes, sir. May I
4 approach?

5 THE COURT: Yes, sir, also I have
6 here the original mortgage, again dated
7 September 18th of '06. The borrower is
8 Terry Lennette Grant. The lender is
9 NovaStar Mortgage. The principal sum
10 is \$680,000 plus interest. The
11 maturity date of the mortgage is
12 October 1, 2036, a 30-year note.

13 And it is also signed by Ms. Grant
14 and is witnessed by Carol A. Russell
15 and a Danielle Beak, I think, who is to
16 a notary public and her commission
17 expires 3/10/2010. It's Daniel YC
18 Bears is the notary public for the
19 State of South Carolina. Okay. I'm
20 going hand these back to you.
21 Obviously these have been filed
22 numerous time with the Court.

23 MR. BURGESS: And, Your Honor,
24 there are copies of those attached to
25 the summary judgment motion as well as



1 prior affidavits of the plaintiff.

2 THE COURT: I've reviewed the file
3 and I have seen where they were
4 attached to the summons and complaint
5 as well. So everything is in the file,
6 will obviously take judicial notice to
7 that.

8 Okay. Is that all you have?

9 MR. BURGESS: Well, Your Honor,
10 the plaintiff is waiving the right to
11 seek a deficiency judgment.

12 THE COURT: Okay.

13 MR. BURGESS: Your Honor, the
14 total debt as reflected on the latest
15 affidavit of amount due, which was
16 filed April 3, 2023. I do have
17 originals of all our affidavits. The
18 copies were e-filed because that's the
19 way e-file works now. But the total
20 debt is \$1,727,300.09.

21 Again, plaintiff is waiving their
22 right to seek a deficiency judgment and
23 pursue seeking foreclosure at the next
24 available sale date.

25 THE COURT: Okay. All right.



1 Thank you, Mr. Burgess.

2 Ms. Woods, I do have -- I do have
3 Ms. Grant's opposition to the summary
4 judgement. I've got a copy of that.
5 I'll review that thoroughly. What I
6 normally do in this situation is I'll
7 take the issue under advisement. I'll
8 let Ms. Woods -- I mean, Ms. Grant,
9 excuse me -- submit an order within 30
10 days to me supporting her opposition.

11 MS. WOODS: Okay.

12 THE COURT: Okay? I will read
13 both of them thoroughly. I will review
14 their motion. I'll review her motion.
15 I'll review her order. Okay? She
16 needs to submit that order to me. Let
17 me give you to my e-mail, it needs to
18 be to my e-mail within 30 days. Let me
19 give you that. And she has every right
20 to issue all of her concerns in that
21 order. Okay?

22 MS. WOODS: Okay.

23 THE COURT: And she can submit
24 that to my e-mail.

25 MS. WOODS: Hang on a moment.



1 THE COURT: Yes, ma'am.
2 MS. WOODS: Okay.
3 THE COURT: BSAPP@LowCountry.com.
4 MS. WOODS: Okay.
5 THE COURT: Okay? And then I'll
6 take this issue under advisement, then
7 I'll issue -- Mr. Burgess will issue me
8 an order. Ms. Grant will issue me an
9 order. I'll review them thoroughly.
10 Give me about seven days to review it.
11 Okay? And then I'll sign one of the
12 orders or I'll say, okay, we need to do
13 this or that. But generally, I'll sign
14 one of the two orders and then we'll go
15 from there.
16 MS. WOODS: Okay.
17 THE COURT: Okay, ma'am?
18 MS. WOODS: All right. Thank you.
19 THE COURT: Yes, ma'am.
20 Thank you, Mr. Burgess.
21 (Hearing concluded at 10:33 a.m.)
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C E R T I F I C A T E

STATE OF SOUTH CAROLINA:

BEAUFORT COUNTY:

I, Naomi McCracken, Court Reporter and Notary Public in and for the above county and state, do hereby certify that the foregoing testimony was taken before me at the time and place herein-before set forth; that the witness was by me first duly sworn to testify to the truth, the whole truth, and nothing but the truth, that thereupon the foregoing testimony was later reduced by computer transcription; and I certify that this is a true and correct transcript of my stenographic notes so taken.

I further certify that I am not of counsel to either party, nor interested in the event of this cause.

Naomi McCracken

Naomi McCracken

Court Reporter

Notary Public

Beaufort, South Carolina



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DEUTSCHE BANK NATIONAL TRUST vs TERRY L. GRANT
2016-CP-07-01466 - MOTION HEARING

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

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

Plaintiff,)

v.)

Terry Lennette Grant; Catherine Alls,)
Defendants.)

HEARING

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

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



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

Page 346 of 518

APPEARANCES

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

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EXHIBITS

(There were no exhibits marked during this hearing.)



CALL TO ORDER:

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

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

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

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

MOTION FOR SUMMARY JUDGMENT

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

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

This is an action for foreclosure of a 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
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25



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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

Plaintiff,

vs.

Terry Lennette Grant; Catherine Aills,

Defendant(s).

IN THE COURT OF COMMON PLEAS
2016 JUN 29 AM 9:48
CA NO.: 2016 CR 0701466

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

COMPLAINT

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

(Deficiency Judgment Demanded as to Defendant(s)
Terry Lennette Grant)

The Plaintiff above-named, complaining of the Defendant(s) herein, alleges that:

1. Plaintiff, Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-5, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s), Terry Lennette Grant and Catherine Aills, may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction over said Defendants.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Beaufort, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, Terry Lennette Grant (hereinafter, "Borrower(s)") made, executed, and delivered to NovaStar Mortgage, Inc. (hereinafter, "Lender") a certain Adjustable Rate Note dated September 18, 2006, in writing (hereinafter, "Note"), wherein and whereby Terry Lennette Grant promised to pay to NovaStar Mortgage, Inc., the principal sum of \$680,000.00, together with interest at the rate of 7.75% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

5. In order to secure the payment of said Note, the said Terry Lennette Grant (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., its successors and assigns, a certain mortgage dated September 18, 2006 (hereinafter, "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Property"):

(1) ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R510-007-000-017B 0000, being 0.38 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

ALSO

(2) ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R510 007 000 018A 0000, being 0.10 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

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

This being the same property conveyed to Terry Lennette Grant by Deed of Lindberg Bing dated March 17, 2014 and recorded March 18, 2014 in Book 1924 at Page 2538 in the records for Beaufort County, South Carolina.

Also

This being the same property conveyed to Christopher Robinson by Deed of Terry Lennette Grant dated May 28, 2014 and recorded May 28, 2014 in Book 3323 at Page 1640, re-recorded on May 30, 2014 in Book 3323 at Page 3327 in the records for Beaufort County, South Carolina.

Also

This being the same property conveyed to Terry Lennette Grant by Deed of Christopher Robinson dated December 30, 2014 and recorded December 30, 2014 in Book 3370 at Page 977 in the records for Beaufort County, South Carolina.

Parcel Number: R510 007 000 018A 0000

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

6. Said Mortgage was recorded on September 26, 2006 in Book 2448 at Page 823, in the Beaufort County Registry.
7. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 by assignment recorded on December 10, 2009 in Book 2915 at Page 902.
8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid first lien on the Property.
9. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.
10. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.
11. The Plaintiff herein is entitled to enforce said Note and has the right to foreclose by virtue of the Plaintiff's status as holder of the instrument, a nonholder in possession of the instrument who has the rights of a holder, or person not in possession of the instrument who is entitled to enforce the instrument pursuant to S.C. Code Ann. §§ 36-3-309 or 36-3-418(d) (2008).
12. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when

due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

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

14. The Plaintiff demands a personal or deficiency judgment, and the Plaintiff has the right to seek a deficiency judgment against the maker(s) of its Note, Terry Lennette Grant. That in the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against said Defendant(s) in the amount of such deficiency.

15. The installments of principal and interest falling due from and after January 1, 2008 have not been paid although demand for the payment thereof has been made. The Plaintiff, as holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$672,991.46, together with interest at the rate of 7.75% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

16. Upon information and belief, said information having been obtained from the records of Beaufort County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

A. The Defendant, Catherine Alls, has or may claim to have some interest in the Property by virtue of a judgment lien against Terry Grant, in the original principal amount of \$6,600.00, which lien was filed in the Beaufort County Records on 08/05/2009 in Civil Action No.: 2009-CP-07-01098. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

WHEREFORE, Plaintiff prays judgment that:

- A. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.
- C. Plaintiff's Mortgage be declared a valid first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
- D. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:
 - First, to the costs and expenses of the within action and said sale;
 - Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and
 - Third, the surplus, if any, be distributed according to law.
 - Fourth, that the Plaintiff be awarded a deficiency judgment against the Defendant(s), Terry Lennette Grant, in the event that the proceeds of the sale of the Property are insufficient to pay in full the indebtedness, including costs of collection.
- E. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Beaufort County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.



Wesley D. Dail, SC Bar # 100355

Attorney for Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541
Date: 8/6/2016

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

2016 JUN 29

IN THE COURT OF COMMON PLEAS

AM 9:48

C/A NO.: 2016CP0701466

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

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

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

SUMMONS AND NOTICES

(Non-Jury)

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**

TO THE DEFENDANT(S) ABOVE NAMED:

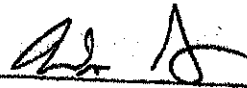
YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

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

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

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure*.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto.



Wesley D. Dall, SC Bar # 100355

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

Date: 06/28/2016

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(s)

vs.

Terry Lennette Grant, et al.,

Defendant(s)

Submitted By:

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016 JUN 29

2016 AM 9:48 CP-07-01466

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

Wesley D. Dail, SC Bar # 100355

Address: Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff
Telephone #: 844-856-6646
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Email: ConsumerContact@brockandscott.com

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

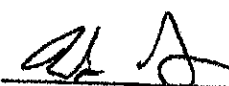
DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|---|---|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ General (130)
☐ Breach of Contract (140)
☐ Fraud/Bad Faith (150)
☐ Failure to Deliver/ Warranty (160)
☐ Employment Disorin (170)
☐ Employment (180)
☐ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20____-____-____-____
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Assault/Battery (370)
☐ Slander/Libel (380)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☒ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Domestic Relations
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Administrative Law/Relief
☐ Reinstated Drv. License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Confession of Judgment (770)
☐ Petition for Workers Compensation Settlement Approval (780)
☐ Other (799) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Comm. (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex/Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699)
☐ Sexual Predator (510)
☐ Permanent Restraining Order (680) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Pre-Suit Discovery (670) | | |

Submitting Party Signature: 

Date: 06/28/2016

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

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

Pursuant to the ADR Rules, you are required to take the following action(s):

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

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company as
Trustee for NovaStar Mortgage Funding Trust, ANN ROSENEAU
Series 2006-5 NovaStar Home Equity Loan Asset Backed Certificates, Series 2006-5,
CLERK OF COURT

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016 CP 0701466
2016 CP 0700415

2016 JUN 29 AM 9:48

LIS PENDENS

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:

(1) ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R510-007-000-017B 0000, being 0.38 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

ALSO

(2) ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R510 007 000 018A 0000, being 0.10 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

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

This being the same property conveyed to Terry Lennette Grant by Deed of Lindberg Bing dated March 17, 2014 and recorded March 18, 2014 in Book 1924 at Page 2538 in the records for Beaufort County, South Carolina.

Also

This being the same property conveyed to Christopher Robinson by Deed of Terry Lennette Grant dated May 28, 2014 and recorded May 28, 2014 in Book 3323 at Page 1640, re-recorded on May 30, 2014 in Book 3323 at Page 3327 in the records for Beaufort County, South Carolina.

Also

This being the same property conveyed to Terry Lennette Grant by Deed of Christopher Robinson dated December 30, 2014 and recorded December 30, 2014 in Book 3370 at Page 977 in the records for Beaufort County, South Carolina.

TMS No. R510 007 000 018A 0000

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

Wesley D. Dall, SC Bar # 100355



Attorney for Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541
Date: 06/24/2016

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 Lynnette Grant; Catherine Alls,

Defendants.

**CONSENT ORDER TO
VACATE FORECLOSURE JUDGMENT**

The Order and Judgment of Foreclosure and Notice of Sale was entered in the above captioned case on August 6, 2021. On January 18, 2022, Defendant Terry Lynnette Grant ("the Defendant") filed a Motion for Relief from Judgment.

The Plaintiff and Defendant, by and through their undersigned attorneys, hereby consent and request that the foreclosure judgment entered on August 6, 2021 be vacated and set-aside with the case status to return to pending status on the Master in Equity's roster.

Therefore, upon consent of the appearing parties,

IT IS THEREFORE ORDERED:

(1) That the foreclosure judgment dated August 6, 2021 is vacated and set-aside.

IT IS SO ORDERED

I CONSENT:

s/Charles E. Houston, Jr.
S.C. Bar No. 2663
The Houston Law Firm, LLC
1000 Main Street, Suite 200C
Phone 843-715-9078
chouston@houstonlawfirm.net
Attorney for Defendant Terry Lynnette Grant

I CONSENT:

s/Chad W. Burgess
S.C. Bar No. 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

[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/Vacate Judgment

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2022-05-05 12:01:14 page 2 of 2

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: 2010-CP-07 *11/10*

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

2010 APR 12 PM 1:47
CLERK OF COURT
Beaufort County

The Plaintiff alleges as follows:

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

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

ALSO

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

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

TMS #: R510 007 000 018A 0000

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

8. Thereafter the mortgage was recorded in the Office of the Register of Deeds for Beaufort County in book 2448 at page 823 on September 26, 2006.
9. The mortgage constitutes a first mortgage lien on the subject property.
10. By Assignment of Mortgage dated December 2, 2009, and recorded December 10, 2009, in Book 2915 at Page 902, in the Office of the Register of Deeds for Beaufort County, Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc. assigned the subject note and mortgage to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, the present lienholder and Plaintiff herein.
11. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP), however the loan is not subject to modification based upon all efforts have been exhausted without resulting in a modification
12. Pursuant to the terms of the mortgage, any sums paid by the plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the mortgage.

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

14. The monthly payments due on said note and mortgage are in default since January 1, 2008, although demand for payment thereof has been made and the plaintiff, as the holder of the said note and mortgage, after providing all required notices, elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of January 1, 2008, the sum of \$ 672,991.46, together with interest at an adjustable rate pursuant to the terms of the note, from December 7, 2007, and also for the costs and disbursements of this action, including attorney's fees.

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

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

17. Catherine Alls claim(s), or may claim a lien upon or interest in the subject property, by virtue of a judgment against Terry Grant, filed August 5, 2009, in Case No. 2009-CP-07-1098, in the amount of \$6,600.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

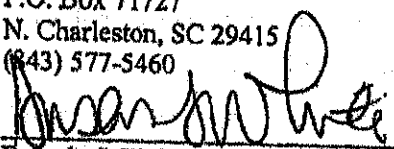
FINKEL LAW FIRM LLC

P.O. Box 71727

N. Charleston, SC 29415

(843) 577-5460

By:


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

April 8, 2010

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

TO THE ABOVE NAMED DEFENDANT(S):

IN THE COURT OF COMMON PLEAS

C/A NO: 2010-CP-07 1010

SUMMONS AND NOTICES

(NON-JURY MORTGAGE FORECLOSURE)

2010 APR 12 PM 1:47

RECEIVED
CLERK OF COURT
SOUTH CAROLINA

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

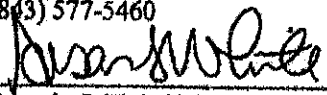
TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

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

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

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

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

By: 

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

April 8, 2010

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

PLAINTIFF,

vs.

Terry Lennette Grant, et al.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO: 2010-CP-07 1000

**CERTIFICATE OF
EXEMPTION/WITHDRAWAL FROM
ARBITRATION AND MEDIATION**

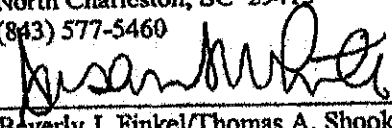
2010 APR 12 PM 1:47

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ARBITRATION BECAUSE:

- ☐ Monetary relief requested in this case exceeds \$25,000;
☐ This is a class action;
☐ There is a substantial claim for injunction or declaratory relief requested in this case;
☒ This case involves (check one or more of the following):
☐ Title to real estate;
☐ Wills, trusts and decedents' estates;
☒ Mortgage foreclosure;
☐ Partition;
☐ This is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
☐ Monetary relief requested in this case is unspecified but exceeds \$25,000;
☐ This case is a companion or related to similar actions pending in other courts with which the action might be consolidated but for lack of jurisdiction or venue;
☐ This action is appellate in nature;
☐ This is a post-conviction relief matter;
☐ This is a forfeiture proceeding brought by the State; or
☐ This is a contempt of Court proceeding.

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

By:


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

April 8, 2010

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Ails,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2010-CP-07-0847

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

2010 APR 12
RECEIVED
CLERK

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

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

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

ALSO

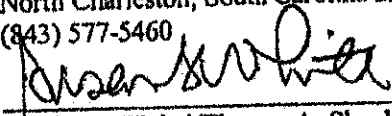
All that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R51 0 007 000 018A 0000, being 0.10 Acres, on that certain Plat entitled "A Recombination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

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

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

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

By:


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

April 8, 2010

COUNTY OF BEAUFORT

vs.

Plaintiff,

Defendants.

201-28-07-0847

**ORDER VACATING JUDGMENT,
CANCELLING LIS PENDENS,
AND DISMISSING CASE**

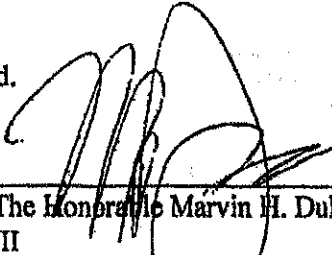
2016 JAN 12 11:36
JUDGMENT
PENDING
CASE

B&S file no.: 15-22471 FC01
Page 376 of 518



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: 1/5/16


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

11560.730767

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-07-05612

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

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

The Plaintiff alleges as follows:

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

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

ALSO

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

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

TMS #: R510 007 000 018A 0000

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

8. Thereafter the mortgage was recorded in the Office of the Register of Deeds for Beaufort County in book 2448 at page 823 on September 26, 2006.
9. The mortgage constitutes a first mortgage lien on the subject property.
10. Subsequently, the subject note and mortgage were assigned or otherwise transferred to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, the present lienholder and Plaintiff herein.
11. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP), however the loan is not subject to modification based upon the fact that the HMP solicitation has been completed and other loss mitigation efforts have also been exhausted without resulting in modification.
12. Pursuant to the terms of the mortgage, any sums paid by the plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the mortgage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

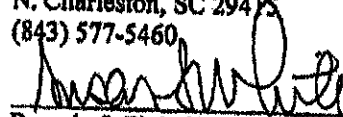
7. An Order be entered granting the appointment of a Receiver to secure and supervise the rental of the property sought to be foreclosed with authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security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

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

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

FINKEL LAW FIRM LLC
P.O. Box 71727
N. Charleston, SC 29475
(843) 577-5460

By:


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

November 30, 2009

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

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

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

PLAINTIFF,

vs.

Terry Lennette Grant, et al.,

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET
2009-CP-07-05612

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

2009 DEC -1 PM 12:03

DEFENDANT(S).

Submitted By: ☐ Beverly J. Pinkel SC Bar #: 9794
☐ Thomas A. Shook SC Bar #: 68340
☒ Susan S. White SC Bar #: 5453
☐ Joseph T. Meril SC Bar #: 3943
☐ Andrew M. Wilson SC Bar #: 72553
 Address: P.O. Box 71727 Telephone #: (843) 577-3460
 N. Charleston, SC 29415 Fax #: (843) 725-0015
 Other:
 Email: Bpinkel@riakellaw.com

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

DOCKETING INFORMATION (Check one box below)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check one box below)

- | | | | |
|---|--|--|--|
| Contracts
☐ Construction (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) | Torts-Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20-CP-
☐ Notion/File Mal Mal (230)
☐ Other (299) | Tort-Personal Injury
☐ Assault/Battery/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☒ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Other (799) | Administrative Law/Relief
☐ Reinstatement Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture - Petition (840)
☐ Forfeiture - Consent Order (850)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate - Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Administrative Law Judge (980)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex/Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | | | |
| ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of-State Depositions (650)
☐ Sexual Predator (510) | | | |

Submitting Party Signature: 

Date: November 30, 2009

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

FOR MANDATED ADR COUNTIES ONLY

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

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

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

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

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

TO THE ABOVE NAMED DEFENDANT(S):

IN THE COURT OF COMMON PLEAS

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

SUMMONS AND NOTICES

(NON-JURY MORTGAGE FORECLOSURE)

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

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

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

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

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

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

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

By:


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

November 30, 2009

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

Plaintiff,

vs.

Terry Lennette Grant; Catherine Aills,

Defendant(s).

IN THE COURT OF COMMON PLEAS

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

AMENDED COMPLAINT

(Non-Jury)

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**

(Deficiency Judgment Waived)

The Plaintiff above-named, complaining of the Defendant(s) herein, alleges that:

1. Plaintiff, Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-5, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s), Terry Lennette Grant, and Catherine Aills, may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction over said Defendants.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Beaufort, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, Terry Lennette Grant (hereinafter, "Borrower(s)") made, executed, and delivered to NovaStar Mortgage, Inc. (hereinafter, "Lender") a certain Adjustable Rate Note dated September 18, 2006, in writing (hereinafter, "Note"), wherein and whereby Terry

Lennette Grant promised to pay to NovaStar Mortgage, Inc., the principal sum of \$680,000.00, together with interest at the rate of 7.75% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

5. In order to secure the payment of said Note, the said Terry Lennette Grant (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., its successors and assigns, a certain mortgage dated September 18, 2006 (hereinafter, "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Property"):

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.

Parcel Number: R510 007 000 018A 0000

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

6. Said Mortgage was recorded on September 26, 2006 in Book 2448 at Page 823, in the Beaufort County Registry.
7. The above 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. 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.
8. 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.

9. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid first lien on the Property.
10. 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.
11. 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.
12. The Plaintiff herein is entitled to enforce said Note and has the right to foreclose by virtue of the Plaintiff's status as holder of the instrument, a nonholder in possession of the instrument who has the rights of a holder, or person not in possession of the instrument who is entitled to enforce the instrument pursuant to S.C. Code Ann. §§ 36-3-309 or 36-3-418(d) (2008).
13. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

9. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid first lien on the Property.

10. 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.

11. 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.

12. The Plaintiff herein is entitled to enforce said Note and has the right to foreclose by virtue of the Plaintiff's status as holder of the instrument, a nonholder in possession of the instrument who has the rights of a holder, or person not in possession of the instrument who is entitled to enforce the instrument pursuant to S.C. Code Ann. §§ 36-3-309 or 36-3-418(d) (2008).

13. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

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

15. Plaintiff waives its right to a deficiency judgment as to any defendant for amounts due on the herein described Note and Mortgage.

16. The installments of principal and interest falling due from and after January 1, 2008 have not been paid although demand for the payment thereof has been made. The Plaintiff, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$672,991.46, together with interest at the rate of 7.75% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

17. Upon information and belief, said information having been obtained from the records of Beaufort County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

A. The Defendant, Catherine Alls, has or may claim to have some interest in the Property by virtue of a judgment lien against Terry Grant, in the original principal amount of \$6,600.00, which lien was filed in the Beaufort County Records on 08/05/2009 in Civil Action No.: 2009-CP-07-01098. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

WHEREFORE, Plaintiff prays judgment that:

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

B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.

C. Plaintiff's Mortgage be declared a valid first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.

D. The Property be sold according to law and the practice of this Court, the equity of redemption be barred and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

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

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

E. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Beaufort County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his

assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.

s/ Mary R. Powers
S.C. Bar No. 16534
Attorney for the Plaintiff
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 844-856-6646 Fax 866-676-7658
Mary.Powers@brockandscott.com

ELECTRONICALLY FILED - 2017 Nov 09 11:35 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0701466

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 Ails,

Defendant(s).

IN THE COURT OF COMMON PLEAS

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

**AMENDED
SUMMONS AND NOTICES**

(Non-Jury)

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

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

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

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure*.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto.

s/ Mary R. Powers
S.C. Bar No. 16534
Attorney for the Plaintiff
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 844-856-6646 Fax 866-676-7658
Mary.Powers@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).

**AMENDED
LIS PENDENS**

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 Ashbuilt 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.

TMS No. R510 007 000 018A 0000

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

s/ Mary R. Powers

S.C. Bar No. 16534

Attorney for the Plaintiff

3800 Fernandina Road, Suite 110

Columbia, SC 29210

Phone 844-856-6646 Fax 866-676-7658

Mary.Powers@brockandscott.com

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

PLAINTIFF,

vs.

Terry Lennette Grant; Catherine Alls; and
Lindberg Bing.

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 10-CP-07-1690

AMENDED
COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE
AND REFORMATION)

11 FEB 19 AM 11:10

The Plaintiff alleges as follows:

1. The Plaintiff, a corporation or other legal entity, brings this foreclosure action to collect a debt and/or enforce a mortgage, security interest, or other rights in property securing the debt.
2. The Plaintiff is the servicer and/or mortgagee of the note and mortgage covering real property located in Beaufort County, which is the subject of the within captioned action, and is entitled to enforce same.
3. The defendant(s) named herein may have an interest in the property that is the subject of this action.
4. Any defendant(s) described herein as Judgment Creditor(s) have by filing judgment(s) designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of §15-35-840 of the South Carolina Code of Laws (1976 as amended).
5. Upon information and belief, the defendants Terry Lennette Grant, Catherine Alls and Lindberg Bing are not in the military service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act (2003).

FOR A FIRST CAUSE OF ACTION

(Reformation of Legal Description contained in Plaintiff's Mortgage)

6. The previous allegations are incorporated herein as if repeated verbatim.
7. On or about September 18, 2006, for value received, Terry Lennette Grant executed and delivered to NovaStar Mortgage, Inc. a certain promissory note in the sum of \$680,000.00, together with interest thereon at an adjustable rate pursuant to the terms of the note.

8. To secure the payment of the said note and debt secured thereby, and in accordance with the terms and conditions thereof, on September 18, 2006, Terry Lennette Grant executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., its successors and assigns, a mortgage covering the following described property:

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

ALSO

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

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

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

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

11. From information obtained from the public records of Beaufort County, title was conveyed as follows:

- (a) By deed dated August 9, 2001, and recorded August 24, 2001 in Book 1463 at Page 54, and Corrected Deed recorded February 10, 2004 in Book 1908 at Page 2034, Terry Grant Enterprises, Inc. conveyed to Terry Lennette Grant 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.
- (b) By Quit Claim Deed dated March 17, 2004, and recorded March 18, 2004 in Book 1924 at Page 2538 Lindberg Bldg intended to convey to Terry Lennette Grant all of Lot identified as R510-007-000-017B for a total of 1.54 Acres, Save and Except 0.38 acres.

- (c) By Quit Claim Deed dated March 17, 2004 and recorded March 18, 2004 in Book 1924 at Page 2535, Terry Lennette Grant intended to convey to Lindberg Bing a 0.10 acre portion of Lot identified as R510-007-000-018A.
- (d) Thereafter by Deed dated March 7, 2005, and recorded November 21, 2005 in Book 2272 at Page 1350, Lindberg Bing conveyed to Joseph H. Seguin and Dawn R. Seguin both the 0.10 Acres, and 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" recorded in Plat Book 98 at Page 75.

12. It was only through inadvertence and mutual mistake that the legal description attached to Plaintiff's mortgage on Exhibit "A" referenced both the 0.38 Acres and 0.10 Acres owned by Lindberg Bing.

13. Plaintiff is informed and believes, based upon the appraisal, and the defendant Terry Lennette Grant's appearance at the hearing held on September 17, 2010 that the 5.01 acres owned by the defendant Terry Lennette Grant, was the property intended to be encumbered by Plaintiff's mortgage.

14. Plaintiff asks the Court to grant reformation of the legal description contained in the mortgage to comport with the parties intentions and public records described as follows:

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, on A Boundary Plat of R500-007-000-018A, a section of Wild Horse Road Area, prepared for Ms. Terry Grant by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, dated February 5, 2004 and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 97 at Page 107.

ALSO:

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 1.54 Acres, on A Boundary Plat of R500-007-000-017B, a section of Wild Horse Road Area, prepared for Mr. Lindberg Bing by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, dated February 5, 2004 and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 97 at Page 106.

EXCEPTING THEREFORM:

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 000, 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:

All that certain piece, parcel or lot of land, including improvements thereof if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of RS10 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. Dunigan, 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, RS10-007-000-017B on said Plat.

TMS #: RS10 007 000 018A 0000

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

FOR A SECOND CAUSE OF ACTION

(Foreclosure of Mortgage)

15. The previous allegations are incorporated herein as if repeated verbatim.
16. By Assignment of Mortgage dated December 2, 2009, and recorded December 10, 2009, in Book 2915 at Page 902, in the Office of the Register of Deeds for Beaufort County, Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc. assigned the subject note and mortgage to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, the present lienholder and Plaintiff herein.
17. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HAMP), however the loan is not subject to modification under the HAMP because all efforts have been exhausted without resulting in a modification.
18. Pursuant to the terms of the mortgage, any sums paid by the plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the mortgage.
19. According to the terms of said mortgage, and as additional security, Terry Lennette Ciment assigned all rents, issues and profits of the mortgaged premises from and after any default thereunder, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors and assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, towards the debt secured by said mortgage.

20. The monthly payments due on said note and mortgage are in default since January 1, 2008, although demand for payment thereof has been made and the plaintiff, as the holder of the said note and mortgage, after providing all required notices, elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of January 1, 2008, the sum of \$ 672,991.46, together with interest at an adjustable rate pursuant to the terms of the note, from December 7, 2007, and also for the costs and disbursements of this action, including attorney's fees.

FOR A BOTH CAUSES OF ACTION

21. The previous allegations are incorporated herein as if repeated verbatim.

22. Pursuant to Sections 37-3-103, South Carolina Code of Laws (1976 as amended), the mortgage lien, which is the subject of this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code. Any notice of right to cure has been given as required.

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

24. The following Defendants claim, or may claim a lien upon or interest in the subject property as follows:

- (a) Lingberg Bing, by virtue of the Quit Claim Deed dated March 17, 2004, and recorded March 18, 2004, in Book 1924 at Page 2538, which was very vague in describing the 1.34 Acres, Save and Except 0.38 conveyed to Terry Lennette Grant.

The Court declare that the Quit Claim Deed recorded in Book 1924 at Page 2538 was a valid transfer of 1.34 Acres, Save and Except 0.38 to the defendant Terry Lennette Grant and that the defendant Lingberg Bing no longer has any interest in the subject property.

- (b) Catherine Allis claims, or may claim a lien upon or interest in the subject property by virtue of a judgment against Terry Grant, filed August 5, 2009, Judgment Roll No. 2009-CP-07-1098, in the amount of \$6,600.00.

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

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

1. The amount due upon the said note and mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.
2. The said Plaintiff's Mortgage be declared a first mortgage lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any

taxes or insurance premiums which may be due, with a reasonable sum as attorney's fees and for the costs of this action.

3. The Court grant reformation of the legal description contained in Plaintiff's mortgage to encumber the property described in Paragraph 14 *Supra* to comport with the parties' intentions and the public records.

4. The Court declare that the Quit Claim Deed recorded in Book 1924 at Page 2538 was a valid transfer of 1.54 Acres, Save and Except 0.38 to the defendant Terry Lennette Grant and that the defendant Lingberg Bing no longer has any interest in the subject property.

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

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

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

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

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

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

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

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

10. An Order be entered for reimbursement of all costs for inspecting and securing the property incurred by the plaintiff as a result of the delinquency.
11. An Order be entered for such other and further relief as may be just and proper.

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

By:


Thomas A. Shook/Susan S. White
Joseph T. Merli/Andrew M. Wilson
Elizabeth S. Moore
Attorneys for Plaintiff

April 13, 2011

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.

**NOTICE OF MOTION AND MOTION
FOR SUMMARY JUDGMENT**

TO: DEFENDANTS TERRY LENNETTE GRANT AND CATHERINE ALLS:

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 renewed 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 renewed motion is supported by the South Carolina Rules of Civil Procedure, relevant case law, and any discovery, affidavits, or memoranda presented.

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: September 7, 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,

Defendants.

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

**MEMORANDUM IN THE SUPPORT OF
THE PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

I. INTRODUCTION AND FACTS

The Plaintiff respectfully submits this memorandum 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. The facts surrounding the Plaintiff's renewed motion are outlined below:

On or about September 18, 2006, 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 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. Included in the Plaintiff's Complaint is an action for reformation of Mortgage to clarify that the subject property is described as follows:

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.

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.

The above 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. Said Civil Action was dismissed; however, said dismissal was for the foreclosure portion of the action only, and any other judgment and causes of action were specifically preserved.

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 have previously been filed with the Court with the Plaintiff's Affidavits filed July 27, 2018 and April 2, 2021. 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.

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; on November 9, 2017 the Plaintiff filed its Amended Lis Pendens, Amended Summons, and Amended Complaint for Foreclosure. The Defendant Terry Lennette Grant has made an appearance in this action by virtue of an answer. This memorandum will reflect that the Plaintiff is entitled to judgment as a matter of law as to its cause of action for foreclosure.

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 Defendant. In support of its motion, the Plaintiff has submitted numerous affidavits with the latest affidavit being filed on August 25, 2022. The Plaintiff's Affidavit clearly establishes the breach of the Note and Mortgage and the amount and measures of damages sustained by the Plaintiff as a result of the Defendants' breach.

The Plaintiff's Affidavits clearly establish the essential elements and facts of the Plaintiff's cause of action for foreclosure. 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.

Furthermore, the Defendant has not set forth any evidence to contradict the Plaintiff's affidavits. Pursuant to Rule 56(e) of the SCRCPP, once the moving party meets this initial burden of showing an absence of evidentiary support for the opponent'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 no genuine issues of material fact left to be determined, the Plaintiff is entitled to summary judgment as to its cause of action for foreclosure.

III. CONCLUSION

The Plaintiff has clearly established that the essential elements necessary to prevail on its action for foreclosure. 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.

s/Chad W. Burgess
SC Bar # 72520
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Attorney for Plaintiff

Columbia, South Carolina
Date: September 7, 2022

STATE OF SOUTH CAROLINA)
)
CIRCUIT COUNTY OF BEAUFORT)

IN THE CIRCUIT COURT
FOURTEENTH JUDICIAL
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 Aills,)

Defendant(s))

2022 OCT -6 PM 4:18
JERRI ANN ROBERTS
BEAUFORT COUNTY CLERK OF COURT
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.

INTRODUCTION

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

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 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 alleged Mortgage. Documents was 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 supports 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 vacate 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 said 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 statement, once Plaintiff substantiate 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 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 be separated. Plaintiff filed many lawsuits against Defendant without having 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. Plaintiff filed a suit against Defendant 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 of the Note 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 from the creation of the allonge of the Note and Nine (9) years from the assignment of the alleged, mortgage, Plaintiff has a corrective assignment of the Mortgage prepared dated November 9, 2018 (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. Actually, the Plaintiff's, did not have a valid mortgage from December 2009 and then they filed a correction in November 2018, still Plaintiff does not have a valid mortgage. At no time and nowhere 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 have 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 83 U.S. 271, 16 Wall. 21 L.Ed. 313 (1872) 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. In a 2013 South Carolina case Deutsche Bank National Trust Company v Heinrich, the South Carolina Court holds that foreclosure law of U.S. Supreme Court trumps everything: "foreclosing party must own both the note and the mortgage to foreclose". 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 Plaintiffs 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. *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), SCRCP.

"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 have 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 October 6, 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 issue 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, Affidavit of Lost Mortgage and Affidavit of Lost Note (See **Lost Mortgage, Satisfaction of Lost Mortgage, and Lost Note 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 Green Point Mortgage Funding, Inc., by Linda Story-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.

Plaintiff filed the initial foreclosure action against Defendant on December 1, 2009, represented by Finkel Law Firm. Mortgage Electronic Registration Systems, Inc reserved the company entity's name on December 1, 2009, with the South Carolina Secretary of State. This reservation expired on 03/31/2010 (See **Exhibit #12 SC Sec of State Business Entity search M.E.R.S., INC**). According to the South Carolina Secretary of State Application to Reserve Corporate Name §33-4-102(a) states that "REGISTERING YOUR CORPORATE NAME DOES NOT, IN AND OF ITSELF, PROVIDE AN EXCLUSIVE RIGHT TO USE THAT NAME ON OR IN CONNECTION WITH ANY PRODUCT OR SERVICE".

At some point, it was realized that they did not have the original mortgage nor any valid

assignment of mortgage. Plaintiff had an assignment of mortgage created for them on December 2, 2009, which was filed and recorded it with the Register of Deed on December 10, 2009. This assignment of mortgage read as follows: "...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...". According to the South Carolina Secretary of State, NovaStar Mortgage, Inc was a non-entity due the dissolution dated August 3, 2009 (See Exhibit #13 SC Sec of State Business Entity search NovaStar Mortgage, Inc). This case was dismissed and vacated on February 12, 2010.

Plaintiff refiled case against Defendant on or around April 12, 2010, using the document that was recorded on December 10, 2009 (Assignment of Mortgage). However, Plaintiff then now realized they did not have the original Note. Plaintiff then had an allonge of Note created for them on June 25, 2012 (Allonge), which referenced the alleged Mortgage dated September 18, 2006. They were granted a judgment on May 28, 2014, but Plaintiff decided to vacate judgment and dismissed the case which occurred January 14, 2016. During this period Plaintiff switched law firms from The Finkel Firm to Callison, Tighe & Robinson.

Plaintiffs refiled foreclosure action against Defendant on or around June 29, 2016, which was stayed during Defendant's bankruptcy proceedings. Plaintiff requested a stay order to be granted on September 20, 2018. During this period, Plaintiff realized that they did not have a valid mortgage. On November 9, 2018, Plaintiff then had a Corrective Assignment of Mortgage created, filed, and recorded on November 16, 2018, almost nine (9) years after the alleged assignment of mortgage dated December 2, 2009, and recorded on December 10, 2009. Plaintiff also changed law firms for the third time, this time being represented by Brock & Scott their current representative.

Plaintiff requested that the court reopen the case on May 5, 2020, which was granted on May 21, 2020. On March 15, 2021, Plaintiff refiled Lis Penden and an Amended Lis Penden. On July 15, 2021, Plaintiff filed their Motion For Summary Judgment and Memorandum in Support of Summary Judgment. On this same day, Plaintiff filed a Notice of hearing for hearing date August 3, 2021; however, Defendant was never served, even though the court order dated 5/22/2018 (See Defendant's Affidavit Exhibit #8) clearly stated, "All correspondence from this court with be sent to Defendant's P O Box 21936, Hilton Head Island, SC 29925. Plaintiff was

put on notice and had firsthand knowledge where to send notices to Defendant; however, Plaintiff sent notice to an address knowing there was no mail receptacle. On August 6, 2021, Plaintiff was granted foreclosure judgment and Notice of Sale was filed.

On September 3, 2021, Defendant filed an appeal to South Carolina Court of Appeals, which halted the September 7, 2021, foreclosure sale. November 19, 2021, the appeal was granted. January 18, 2022, Defendant filed Motion for Relief of Judgment which was granted. On May 6, 2022, a consent order was granted to dismiss the case and vacate the foreclosure judgment dated August 6, 2021. Plaintiffs then refiled a new motion for summary judgment on September 7, 2022.

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) 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 supposed "learned in law" and for this Court to accept it to make a judgment, is considered as an action of securities fraud.

Defendant's documents, exhibits and affidavit, clearly shows 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). Accordingly, the Plaintiff's motion for summary judgment should be denied and dismissal of this foreclosure action with prejudice.

Respectfully submitted,



Terry Lennette Grant, Pro Se
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843-301-5750
terrygrantseries@gmail.com

October 6, 2022
Hilton Head Island, SC

STATE OF SOUTH CAROLINA

) IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT

2022 OCT 21 PM 4:07

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

JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.

Deutsche Bank National Trust Company
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 SUMMARY JUDGMENT
) AND TO DISMISS

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

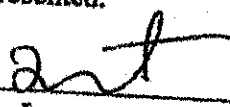
Defendants.

TO: PLAINTIFF DEUTSCHE BANK NATIONAL TRUST COMPANY:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, by and through its undersigned by Pro Se signature, will, on the tenth (10th) day after service hereof, or as soon thereafter as Plaintiff 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, exhibits, documents. or memoranda presented.

Hilton Head Island, South Carolina
Date: October 20, 2022


Terry Lennette Grant, Pro Se Litigant
P O Box 21936
Hilton Head, SC 29926

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

2022 OCT 21 PM 4:08

) IN THE CIRCUIT COURT

) FOURTEENTH JUDICIAL CIRCUIT

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

Deutsche Bank National Trust Company, S.C.
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 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.

INTRODUCTION

The Defendant submits this 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.

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-07-01690" 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 Affidav. 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) 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; 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.

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 SCRCF, 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 are 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.

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) 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).

Accordingly, the Defendant's motion for summary judgment must be granted and Plaintiff foreclosure action dismissed with prejudice.

Respectfully submitted,



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

October 20, 2022
Hilton Head Island, SC

AFFIDAVIT OF TERRY LENNETTE GRANT

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Exhibit #1

Defendant's Affidavit and Exhibits 1-13

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON
	)	PLEAS
COUNTY OF BEAUFORT	)	FOURTEENTH JUDICIAL CIRCUIT
	)	Case No. 2016CP0701466
	)	
Deutsche Bank National Trust Company as	)	
Trustee for NovaStar Mortgage Funding Trust,	)	
Series 2006-5, NovaStar Home Equity Loan	)	
Asset-Backed Certificates, Series 2006-5	)	
	)	
Plaintiff(s)	)	
-vs	)	AFFIDAVIT Of
	)	TERRY LENNETTE GRANT
	)	
Terry Lennette Grant and Catherine Alls	)	
	)	
Defendants	)	

AFFIDAVIT OF TERRY LENNETTE GRANT

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

I, Terry Lennette Grant, of Hilton Head Island, in Beaufort, South Carolina, upon first being duly sworn, deposes and states the following:

1. That I am the defendant in this action and that on September 18, 2006, I did not complete signing the documents at the loan closing for the mortgage loan that is the subject matter of this action that was held in the Law Offices of Peter Wolfe, Esq. at Hilton Head Island, SC.

2. I walked out and left before the completion of the the closing, because the HUD1 closing statement¹ (EXHIBIT #1) and the mortgage² (Exhibit #2) and

¹ Exhibit #1: HUD Closing Statement

² Exhibit#2: Mortgage including the Adjustable Rate Rider, Prepayment Rider and Exhibit "A" the legal description attachment

promissory note³ (Exhibit #3) documents were incorrectly prepared in the following particulars:

A) The mortgage contained the incorrect legal description of the property that was to be pledged for the loan. The legal description of the property belonging to Joseph Sequin was placed upon the mortgage (refer Exhibit # 2, specifically the attachment Exhibit "A").

B) There was an email⁴ (Exhibit #4) between my closing attorney, Peter Wolfe's office and Novastar concerning the incorrect property being used for the loan/mortgage, is it .46 acres?; verify the 3.95 acres is not included? The email also stated, "We do not have a correct 1033 to be signed at close" (Refer to Exhibit #4).

C) The Chicago Title Insurance Company's policy⁵ (Exhibit #5) that displaying the incorrect property description corroborates this fact that the same legal description is depicted in the Exhibit "A" of the mortgage.

D) The amount of Three Hundred Ninety Eight Thousand Dollars (\$398,000.00) of a prior mortgage created Dec. 8, 2003 and paid off April 21, 2004 was the Greenpoint Mortgage⁶ (Exhibit #6).

3) For the following above reason, I did not sign the note at this loan closing nor at any subsequent time thereafter.

4) That I have seen and examined a copy of the note⁷ that contains my name written in cursive purported to be that of mine, however that is not my signature but that of a scrivener other than myself.

5) That I have read the transcript of the August 3, 2021 hearing⁸ (Exhibit #7) in this case. I was not able to attend this hearing for lack of proper notice. The

³ Exhibit #3: Promissory Note

⁴ Exhibit #4: Emailed dated September 19, 2006

⁵ Exhibit #5: Title Insurance Policy (Chicago)

⁶ Exhibit # 6 Release of Mortgage \$398,000 April 21, 2004

⁷ Refer to Exhibit#3: The note specifically the signature page

⁸ Exhibit #7: Transcript of hearing dated August 3, 2021

notice of the August 3, 2021 hearing was sent to William Sloan, Esq.^{9, 10} the lawyer that was relieved as Counsel three (3) years prior to this hearing held on August 3, 2021 (Exhibit #9).

6) The presentment of the original note was not made¹¹. An order was granted without any evidence submitted to court.

7) That the emails¹² exchanged between Novastar and Peter Wolfe, Esq. acknowledge that I had not signed all of the required documents to complete the closing transaction.

8) That when I left the closing without signing all the documents I told everyone in attendance that I was canceling the transaction.

9) That I borrowed Three Hundred Ninety Eight Thousand Dollars (\$398,000.00) from Greenpoint in 2003 for the purpose of developing my property. Four months later I was diagnosed with cancer and abandoned my plans and repaid the loan balance in full to Greenpoint for the amount of Three Hundred Ninety Eight Thousand Dollars (\$398,000.00¹³). After a series of treatments for the cancer I was restored to health and in 2006 applied for a loan with Novastar for Six Hundred Eighty Thousand Dollars (\$680,000.00).

10) That I noticed from the HUD closing statement, Three Hundred Eighty-Seven Thousand Nine Hundred Ten Dollars and Twenty-Five Cents (\$387,910.25) was deducted for the represented purpose of paying Greenpoint, alleging first mortgage. Either Greenpoint was paid twice, for which I am informed and believe would be illegal, or someone has embezzled this amount from the loan closing proceeds; likewise illegal¹⁴ (Exhibit #10).

⁹ Exhibit #8: Court Order Granting William Sloan being relieved as Defendant's Counsel dated 2018

¹⁰ Exhibit #9: Correspondence from Plaintiff, allegedly notifying defendant was sent to Defendant previous Lawyer; see Record of Hearing Clockd in August 3, 2021 - certificate of service page 8

¹¹ Refer Exhibit# 7: Transcript of hearing when opposing counsel offered to present the original Mortgage and Note with Blue/Wet Ink, but never did because the Judge said I do not need to see it. I will take your word for it.

¹² Refer to Exhibit #4; Emails between NovaStar and Peter Wolfe (Closing Attorney's Office)

¹³ Refer to Exhibit #6 Release of Mortgage

¹⁴ Exhibit #10: Satisfaction of Lost Mortgage, Affidavit of Lost Mortgage and Affidavit of Lost Note

11) That the Plaintiff has not demonstrated the true owner and holder of said note or mortgage. Assignment of Mortgage dated December 2, 2009¹⁵ states that Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc transfer, assigned to Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust. The assignment of the mortgage and not the note shows a separation making the instrument invalid and not enforceable.

12) That I noticed one of those allonges was created three (3) years after the assignment of Mortgage. I saw two different allonges. Allonges¹⁶: 1) annexed to the original Note from "Owner and Holder of the Note", NOVASTAR MORTGAGE, INC. (transferor) of said Note, dated June 25, 2012; 2) Not dated and has not identified pay to the order of (Exhibit #12)

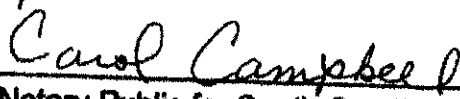
13) That a Corrective Assignment of Mortgage¹⁷ was created nine (9) years after the initial assignment of mortgage and six (6) years after the allonge was created.

I have personal knowledge of all the facts alleged in this affidavit. I further understand that any false statements made in this affidavit will subject me to the penalties of perjury. I reserve my right to add pertinent information with subsequent affidavits if necessary.



Terry Lennette Grant

SUBSCRIBED AND SWORN TO BEFORE ME, This 27 day of September, 2022



Notary Public for South Carolina
My Commission expires: February 8, 2032

¹⁵ Exhibit #11: Assignment of Mortgage to Deutsche Bank National Trust Company (Non entity)

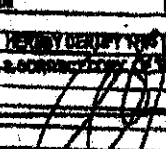
¹⁶ Exhibit #12: Allonges for Note

¹⁷ Exhibit #13: Corrective Assignment of Mortgage dated 11/8/2018

Exhibit #1

Exhibit #1

HUD 1 Closing Statement

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. TYPE OF LOAN 1. ☐ FHA 2. ☐ FdHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.	
6. FILE NUMBER 00380-08		7. LOAN NUMBER 08-118021	
8. MORTGAGE INS. CASE NUMBER:			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "P.O.D." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. NAME AND ADDRESS OF BORROWER: Terry Lennette Grant 220 Wild Horse Road Hilton Head Island, SC 29928		E. NAME AND ADDRESS OF SELLER: Novastar Mortgage, Inc. 4080 Kross Lake Parkway #200 Radcliff, OH 44280	
G. PROPERTY LOCATION: 220 Wild Horse Road Hilton Head Island, SC 29928 Beaufort County, South Carolina		H. SETTLEMENT AGENT: 20-4987619 Wof & Megh, LLC PLACE OF SETTLEMENT 94 Main Street, Suite C-102 Hilton Head Island, SC 29928	
		I. SETTLEMENT DATE: September 18, 2008 Disbursement 09/22/08	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER: 101. Contract Sales Price 102. Personal Property 103. Settlement Charges to Borrower (Line 1400) 104. Payoff first mortgage to Green Park Mortgage 105. Payoff second mortgage to South Carolina Bank and Advances for items paid by Seller in advance 106. P.R. Taxes 107. County Taxes 108. Assessments 109. 110. 111. 112. 120. GROSS AMOUNT DUE FROM BORROWER 645,708.63 200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER: 201. Cash or amount (money) 202. Principal Amount of New Loan(s) 203. Existing Note(s) taken subject to 204. 205. 206. 207. 208. Advances for items unpaid by Seller 210. P.R. Taxes 211. County Taxes 212. Assessments 213. 214. 215. 216. 217. 218. 220. TOTAL PAID BY/ FOR BORROWER 680,000.00 300. CASH AT SETTLEMENT FROM TO BORROWER: 301. Gross Amount Due From Borrower (Line 120) 302. Less Amounts Paid for of Borrower (Line 220) 303. CASH (FROM) (X TO) BORROWER 34,291.37		400. GROSS AMOUNT DUE TO SELLER: 401. Contract Sales Price 402. Personal Property 403. 404. 405. Advances for items paid by Seller in advance 406. P.R. Taxes 407. County Taxes 408. Assessments 409. 410. 411. 412. 420. GROSS AMOUNT DUE TO SELLER 500. REDUCTIONS IN AMOUNT DUE TO SELLER: 501. Escrow Deficit (See Instructions) 502. Settlement Charges to Seller (Line 1400) 503. Seller's Note(s) taken subject to 504. Payoff of first mortgage 505. Payoff of second mortgage 506. 507. 508. 509. Advances for items unpaid by Seller 510. P.R. Taxes 511. County Taxes 512. Assessments 513. 514. I HEREBY CERTIFY THIS TO BE A TRUE & CORRECT STATEMENT OF THE ORIGINAL 515. BY:  516. 517. 518. 519. 520. TOTAL REDUCTION AMOUNT FOR SELLER 600. CASH AT SETTLEMENT FROM TO SELLER: 601. Gross Amount Due To Seller (Line 420) 602. Less Reductions Due Seller (Line 520) 603. CASH (TO) (FROM) SELLER 0.00	

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

PLAINTIFF'S
EXHIBIT
Page 440 of 518
10/10/13 KPB

Certified to be a true copy.

CERTIFICATION ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

Loan Number: 06-A19021

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

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

ADDITIONAL DISBURSEMENTS EXHIBIT

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

PAYEE/DESCRIPTION	NOTEREF NO	BORROWER	SELLER
South Carolina Department of Revenue SC Tax		22,897.33	
IRS Federal Tax		106,906.28	
Total Additional Disbursements shown on Line 1305		\$ 129,743.61	\$ 0.00

Exhibit #2

**Mortgage including the Adjustable Rate
Rider, Prepayment Rider and Exhibit "A"
the legal description attachment**

20
26
VOIF
1627

BEAUFORT COUNTY SC - ROD
BK 02448 PGS 0823-0842
FILE NUM 2008077365
09/28/2006 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: 06-A19021

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100080190058808478

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 18.

- (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.

(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
[Type of Recording Jurisdiction]

of

BEAUFORT
[Name of Recording Jurisdiction]

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
[Zip Code]

("Property Address");

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 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:

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, 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 18, 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: 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. Page 518
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

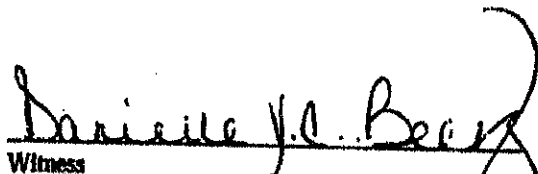
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of:


Witness


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 J. B. Beck (second witness), witnessed the execution thereof.

Carol A Russell
Witness

SWORN to before me this 18th day of September, 2006

Danielle J. B. Beck
Notary Public for South Carolina

(Seal)

My commission expires: 3/10/2010

MIN: 100080190058808478

Loan Number: 06-A19021

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.


TERRY LENNETTE GRANT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PREPAYMENT RIDER

Loan Number: 06-A19021

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.


TERRY LENNETTE GRANT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

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.

Exhibit #3

Promissory Note/Adjustable Rate Note

NIN:

Loan Number:

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

RICHFIELD

OKTO

(Date)

(City)

(State)

226 WILDKORER 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 64104--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 2 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE-LIBOR SIX MONTH INDEX
(AS PUBLISHED IN THE WALL STREET JOURNAL-Single Family)
Partial Rate MODIFIED INSTRUMENT

Page 1 of 8

Form 2820 TAD1
Docketing# 00000000 000-000-000
www.docketing.com

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 as the Maturity Date at my new interest rate by 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 as 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 Acknowledgment.

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 change 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.

CRICHTON ADJUSTABLE RATE NOTE-1000 SIX MONTH INDEX
AS PUBLISHED IN THE WALL STREET JOURNAL-Single Family
Fixed Rate MODIFIED INSTRUMENT Page 8 of 11

Form 5520 1/01
Do not staple or attach documents to this form
www.irs.gov/form5520

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

39. **Correct**

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 amount owed 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.

(K) Payment of Note Holder's Costs and Expenses

If the Note Holder has requested 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. These expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Notice: If you are a tenant, please note that the law requires a different method of giving notice to you than to a landlord. If you are a tenant, you must give notice 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 separately 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 obligation 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 12, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred to a bond for deed, contract for deed, Metes-and-bounds contract or conveyance 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 for 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 intends to be substituted to Lender's satisfaction as 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 the 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 this period, Lender may enforce 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 LENETTE 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

ARMONY RESOURCES
NovaStar Mortgage, Inc.
A Virginia Corporation

Dennis A. Pappas, Vice President

Lary E. Kamps, Vice President

Deutsche Bank National Trust Company,
as Trustee for the NovaStar Home Equity
Loan Asset-Backed Certificate, Series 2006-5

(Sign Original Only)

ARMY STATE AND DISTRICTS ARE NOTED - UNDER 30 MONTH INDEX
AS PUBLISHED IN THE WALL STREET JOURNAL - Single Family
Fannie Mae MORTGAGED INSTRUMENT Page 5 of 6

Form 3820 9/01
Downloaded from www.donors.org
www.donors.org

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


TERRY LENETTE 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. Paege, Jr. Vice President

Larry D. Berge, Vice President

Deutsche Bank National Trust Company,
as Trustee for the Novastar Home Equity
Loan Asset-Backed Certificates, Series 2006-6

(Sign Original Only)

MULTI-STATE ADJUSTABLE RATE NOTE - LIBOR 90-MONTH INDEX
AS PUBLISHED IN THE WALL STREET JOURNAL - Single Family
Parade Mae MODIFIED INSTRUMENT Page 5 of 8

Form 3820 1/01
Do not sign this document until you have read the
www.fdic.gov

Exhibit #4

Email dated September 19, 2006

Exhibit 9

Page 2 of 2

checking HUDS and verifying taxes. If you have not received a response in a timely fashion please feel free to contact my supervisor, Renea Swiecicki at 330-523-3314 or email renea.swiecicki@novastar1.com
"Exceptional customer service is our number one priority at Novastar Mortgage."

From: Carol [mailto:Carol@wolfandmogil.com]
Sent: Tuesday, September 19, 2006 10:47 AM
To: Panackull, Angeline -- 3474
Subject: RE: Grant HUD

I am sending you the correct HUD for review. Also Ms. Grant says she has already paid for the appraisal (could you please verify). Also, it is her understanding that this loan is strictly on the .46 Acres with the house? Please verify that the 3.85 acres are not included.

-----Original Message-----

From: Panackull, Angeline -- 3474 [mailto:Angeline.Panackull@novastar1.com]
Sent: Tuesday, September 19, 2006 8:59 AM
To: Carol
Subject: RE: Grant HUD

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

Sincerely Appreciated!!

Angeline Panackull
Novastar Closer
Novastar Mortgage Inc
4059 Kinross Lakes Parkway
Suite 200
Richfield, Ohio 44286
PH: 330-523-3474
FX: 816-827-6001
e-mail: angeline.panackull@novastar1.com

During the day we do our best at Novastar Mortgage to respond to your email asap usually within 30 minutes. As with you we are in closings, checking HUDS and verifying taxes. If you have not received a response in a timely fashion please feel free to contact my supervisor, Renea Swiecicki at 330-523-3314 or email renea.swiecicki@novastar1.com
"Exceptional customer service is our number one priority at Novastar Mortgage."

From: Carol [mailto:Carol@wolfandmogil.com]
Sent: Tuesday, September 19, 2006 8:18 AM
To: Panackull, Angeline -- 3474
Subject: Grant HUD

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

9/19/2006

Page 472 of 518

Carol

From: Massaro, Alicia -- 3476 [mailto:alicia.massaro@novastar1.com]
Sent: Tuesday, September 19, 2006 11:44 AM
To: Carol
Cc: Panachuli, Angeline -- 3474
Subject: RE: Grant HUD

The loan is for the .46 acres and the house. The 3.96 acres were not included. As far as the appraisal being paid, I have notified the broker and we will require proof from the appraiser that this was POC. I will let you know as soon as she gets back to me. Thanks

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

Thank you

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

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

From: Panachuli, Angeline -- 3474
Sent: Tuesday, September 19, 2006 11:19 AM
To: Carol
Cc: Massaro, Alicia -- 3476
Subject: RE: Grant HUD

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

Sincerely Appreciated!!

Angeline Panachuli
Novastar Closer
Novastar Mortgage Inc
4089 Kinross Lakes Parkway
Suite 200
Richfield, Ohio 44286
PH: 330-623-3474
FX: 818-827-8001
e-mail: angeline.panachuli@novastar1.com

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

9/19/2006

Exhibit #5

Title Insurance Policy (Chicago)

AMERICAN LAND TITLE ASSOCIATION COMMITMENT - 1966

60385C-06

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor, all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

CHICAGO TITLE INSURANCE COMPANY

SC2476

Confidential Escrow & Title Agency, Inc.

94 Main Street, Suite C-102
Hilton Head Island, SC 29926

Authorized Signatory



(Signature)

ATTEST
(Signature)

A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
3700 Forest Drive, Suite 201, Columbia, SC 29204
Issued by: Confidential Escrow & Title Agency, Inc., 94 Main Street, Suite C-102, Hilton Head Island, SC 29926
SCHEDULE A

Office File Number 60385C-06

Commitment Number

60385C-06

Effective Date

08/18/06

at 09:00 AM

Loan Amount \$680,000.00

Owners Amount \$

1. Policy or Policies to be issued:
ALTA LOAN POLICY, Form (10-17-92)
Proposed Insured:

Novastar Mortgage, Inc, its successors and/or assigns as their respective interests may appear.

ALTA OWNER'S POLICY, Form
Proposed Insured:

Terry Lennette Grant

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a fee simple, and title thereto is at the effective date hereof vested in:

Terry Lennette Grant

3. The Land is described as follows:

See Attached Exhibit "A" for 226 Wild Horse Road

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 1**

Commitment Number 60385C-06

Requirements

The following are the requirements to be complied with:

1. Instrument(s) creating the estate or interest to be insured must be approved, executed and filed for record, to wit:

(a) Mortgage from Terry Lennette Grant to Novastar Mortgage, Inc covering subject property set forth under Schedule A, Item 3.
2. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
3. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
4. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractor, labor and materialmen are all paid.
5. Seller/Mortgagor Affidavit (Form 3049) must be executed and returned to the Company.
6. Disclosures required by the South Carolina Department of Insurance are to be made in writing on CTIC Form 2781 (Rev. 4/90) and copy thereof returned to the Company.
7. Return, payment, cancellation and satisfaction of record of taxes for the year(s) 2004, plus penalties and interest, if any.
8. Payment, cancellation and satisfaction of record of the Mortgage from Grant to Greenpoint Mortgage, dated December 8, 2003, recorded in Mortgage Book 1885, page 1116, of the public records of Beaufort County, South Carolina.
9. Payment, cancellation and satisfaction of record of the Mortgage from Grant to SC Bank & Trust, dated August 24, 2006, recorded in Mortgage Book 2220, page 1497, of the public records of Beaufort County, South Carolina.

ALTA 8.1 to be attached to final Policy

ALTA COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2

Commitment Number 60385C-06

Exceptions

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

- A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereto but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
- B. Any owner's policy issued pursuant hereto will contain under Schedule B the standard exceptions set forth on the inside cover. Any loan policy will also contain under Schedule B thereof, the standard exceptions set forth on the inside cover of this commitment relating to the owner's policy.
- C. Standard Exceptions 2 and 3 may be removed from the policy when a satisfactory survey and inspection of the premises is made.
- D. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown in the public records. This exception may be deleted or altered when the Company receives its Form Number [3049/3053] completely executed.
- E. Rights or claims of parties in possession not shown by the public records. This exception may be deleted or altered when the Company receives its Form Number 3049 completely executed.
- F. Any conflicts, discrepancies, encroachments, access, easements, or shortages in area and boundaries which a current, accurate survey would show. This exception may be deleted upon examination by the Company of a current survey.

Special Exceptions

- 1. Taxes and assessments for the year 2006, and subsequent years, which are a lien but are not yet due and payable.
- 2. Restrictive covenants and easements contained therein appearing of record, but omitting any covenants or restrictions, if any, based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. NOTE: ON MORTGAGEE POLICY ONLY: This policy insures that as of the date hereof said restrictions have not been violated and that a future violation thereof will not result in a reversion or forfeiture of title to the premises.

Note: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

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.



3700 Forest Drive, Suite 201, Columbia, South Carolina 29204 Phone: (803) 790-5620 Fax: (803) 790-5621

STATEMENT OF SETTLEMENT SERVICE RESPONSIBILITY

Date: August 30, 2006.

Re: Terry Lennette Grant

To: NovaStar Mortgage, Inc.
ISAQA/ATIMA
4059 Kinross Lakes Parkway
Suite 200
Richfield, OH 44286

Our Approved Attorney: (NBR)
Peter L. Wolf
Wolf & Mogil, L.L.C.
94 Main Street, Suite C-102
Hilton Head Island, SC 29926

Dear Sir or Madam:

We recognize that we have a responsibility to reimburse you for actual loss incurred by you in connection with real estate transaction settlement services in which you are the seller, purchaser, lessor, lessee, lender or prior lien holder, whenever such services are conducted by our Approved Attorney listed above as settlement agent subject to the terms and conditions set forth below, and when such loss arises out of:

1. Failure of the settlement agent to comply with your written settlement instructions.
2. Fraud, dishonesty or negligence of the settlement agent in handling your funds or documents in connection with such settlement services.

Terms and Conditions

- A. In connection with the transaction, our title insurance policy is to be issued insuring an interest or title to the land. It is not necessary that you are the person or party to be insured.
- B. We recognize that our responsibilities set forth in this statement apply to all the persons or parties who deposit funds or documents with the settlement agent under written instructions in connection with the transaction.
- C. We will not be liable to you for losses arising out of:
 1. Loss of funds in the course of collection or while on deposit in a bank, savings bank or savings association due to failure, insolvency or suspension of such institution.
 2. The periodic disbursement of construction loan proceeds or equity funds by the settlement agent to pay for construction costs during the construction of improvements on the land to be insured, unless we have accepted the responsibility to you in writing for such disbursement program in connection with the transaction.

D. Written settlement instructions are defined as those related to:

1. The receipt, delivery and execution of documents and the receipt and disbursement of funds to establish the priority and status of the title or interest in the land to be insured by us,
2. the receipt, delivery and execution of other documents (but not including a determination of the validity, enforceability or effect of such other documents) and the receipt and the disbursement of funds to secure such documents as a condition incident to the closings of the transaction,
3. the receipt and disbursement of funds due to you, or
4. the time of closing.

E. Whenever we shall reimburse you pursuant to this letter, we shall be subrogated to all of your rights and remedies for recovery of losses so paid to you by us. Our liability to you will be reduced to the extent you shall knowingly and voluntarily impair your rights and remedies.

F. Claims shall be made promptly and addressed to: Chicago Title Insurance Company - Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023. When the failure to give prompt notice shall prejudice us, then our liability hereunder shall cease to the extent of such prejudice.

G. This statement relates to our settlement service responsibilities to you for all such services provided after the date hereof except for such services provided in the state of Texas and Iowa. The Texas State Board of Insurance has promulgated a special letter for our use in that state which will be issued to you upon your request. Nothing herein is intended to relate to our title insurance obligations to you, if any, which are set forth only in our preliminary binder, title insurance commitment or policy.

Yours Truly,

CHICAGO TITLE INSURANCE COMPANY



NANCY BOOCO
Vice President

Exhibit #6

**Partial Release of Mortgage \$398,000
April 21, 2004**

T. Chabon Wolf

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

PARTIAL RELEASE OF MORTGAGE

FOR VALUE RECEIVED, the undersigned does hereby release and forever discharge the following described real property from the lien of that certain Mortgage in favor of the undersigned executed by Terry Lennette Grant dated December 8, 2003 in the principal amount of \$398,000.00 and recorded in Mortgage Book 1885 at Page 1116 in the Office of the Register of Deeds for Beaufort County, South Carolina:

Portion of 3.95 acres, Wild Horse Road area
Hilton Head Island, South Carolina
As more particularly described in EXHIBIT "A" hereof

Except as hereinabove provided, the aforesaid Mortgage, and the Promissory Note the payment of which is secured by said Mortgage, shall remain in full force and effect and shall remain binding upon the parties thereto in accordance with the original terms thereof.

IN WITNESS WHEREOF, the undersigned has caused these Presents to be duly executed on this date APRIL 21, 2004.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

(2) *Linda Sayana*
Witness #1 LINDA SAYANA

(3) *Theresa Sanks*
Witness #2 (may be Notary)
THERESSA SANKS

GreenPoint Mortgage Funding, Inc.

(1) BY *Linda Story-Daw*
Authorized officer
LINDA STORY-DAW, VICE PRESIDENT

BEAUFORT COUNTY SC - ROD
BK 01942 PGS 2544-2548
FILE NUM 2004025838
04/23/2004 09:11:28 AM
REC'D BY V GARVIN RCPT# 238264
RECORDING FEES 8.00

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.95 acres, more or less, according to a plat of Carl E. Ekholm, RLS, dated November 29, 1969, and bearing number 2047, and having the following metes and bounds: Commencing at concrete marker on the eastern right-of-way of Wild Horse Road, 0.7 mile to the Jct. Of Wild Horse Road with South Carolina Highway 294 and running thence North 02 27' 20" East for a distance of Two Hundred Eighty Five and five Hundredths (285.05') feet to a concrete marker on the right-of-way border of said Wild Horse Road and running thence South 47 04' 20" East for a distance of Eight Hundred Seventy Nine and eighteen Hundredths (879.18') feet to a concrete marker on the property line of James Fuller; thence South 47 13' West for a distance of Two Hundred Twenty Nine and ten 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

SAVE AND EXCEPT all that certain piece, parcel or lot of land, including improvements thereon, situate, lying and being on Hilton Head Island, County of Beaufort, State of South Carolina, containing .46 acres, more or less, and more particularly described and identified as PARCEL A on that certain plat of Donald R. Cook, Jr., S. C. R. L. S. # 19010, dated September 30, 2003, last revised December 22, 2003, , entitled "A Subdivision Survey of 3.99 Ac., Wild Horse Road", and recorded in the office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 96 at Page 191. For a more detailed description of said property, reference is craved to said recorded Plat.

This being a portion of the property conveyed to Terry Lennette Grant by deed dated August 9, 2001, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1463 at Page 54.

This Partial Release was prepared by the law office of Peter Wolf and Associates, PC, 94 Main Street, Suite C-1023, Hilton Head Island, SC, 29926.

STATE OF GEORGIA)

COUNTY OF MUSCOGEE)

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

I, (4) DONNA D. SIMS, a Notary Public, do hereby certify that
GreenPoint Mortgage Funding, Inc., by its authorized officer, personally appeared before
me this 21 day of APRIL, 2004 and, being known to me personally or having
provided adequate evidence of identity, acknowledged the due execution of the foregoing
instrument.

(5) Donna D. Sims

Notary Public for:
DONNA D. SIMS

My Commission expires:
3/25/2007

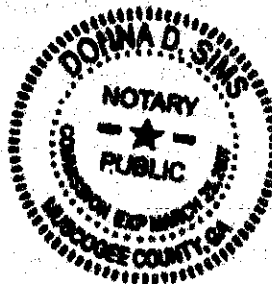


Exhibit #7

**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.



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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THE COURT	7
Certificate	8

EXHIBITS

(There were no exhibits marked during this
 hearing.)



CALL TO ORDER:

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

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

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

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

MOTION FOR SUMMARY JUDGMENT**PLAINTIFF'S ARGUMENT FOR THE MOTION - MR. STORK:**

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

This is an action for foreclosure of a 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 #8

Court Order relieving Willian Sloan as Defendant's counsel

**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 Leanne 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 #9

**Record of Hearing from Plaintiff, Certificate of Service,
allegedly notifying Defendant of August 3, 2021 hearing,
sent to William Sloan, Defendant's previous attorney**

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

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.

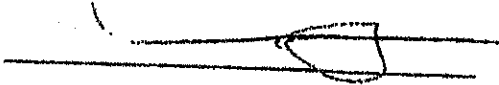
Regarding the professional standing of counsel, representation of the Plaintiff has been undertaken by the firm of Brock & Scott, PLLC. The attorneys primarily involved in this representation collectively have several years of experience in this practice area. They are supervised by Jason L. Branham -- 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.

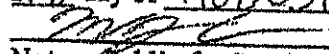
We would ask that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, that the sale be made subject to any liens for taxes and any special assessments of record against such property which have not been removed by these proceedings; also subject to payment 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.

REFERENCE ADJOURNED.
SWORN


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: 8/2/21

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



STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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

Plaintiff,

vs.

Terry Lennette Grant; Catherine Aills,

Defendant(s).

IN THE COURT OF COMMON PLEAS

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:

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

Catherine Aills
3534 Timberloch Trail
Snellville, GA 30039

Heather Martin
Brock & Scott, PLLC

Columbia, South Carolina

Exhibit #10:

**Satisfaction of Lost Mortgage, Affidavit
of Lost Mortgage and Affidavit of Lost
Note**

2
Filed
Green Point
8349

BEAUFORT COUNTY SC - ROD
BK 02456 PGS 1986-1987
FILE NUM 2008081836
10/10/2008 02:19:50 PM
REC'D BY B BING RCPT# 448003
RECORDING FEES 5.00

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

Satisfaction of Lost Mortgage

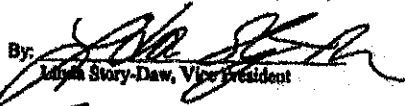
Loan Number 0082924036
MERS MIN# 10001380082240361

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

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

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

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

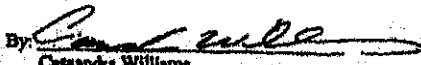
By: 
Linda Story-Daw, Vice President


Cassandra Williams


Jack Horne III

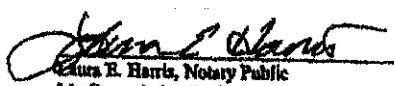
PROBATE

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

By: 
Cassandra Williams

State of Georgia County of Muscogee

Subscribed and sworn to (or affirmed) before me on October 2, 2006 by Linda Story-Daw, Vice President,
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.


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

Satisfaction of Lost Mortgage

Personally appeared before me the undersigned witness, who, being duly sworn, says the above designated
Owner/Holder is the bona fide 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

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

Affidavit of Lost Note

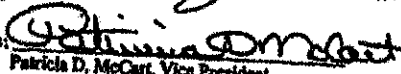
Loan Number 0082924036
MERS MIN# 10001380082240361

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.

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

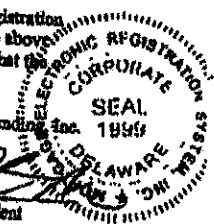


Exhibit #11

Assignment of Mortgage dated December 2, 2009

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

51560.F30787/2000397847
STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

BEAUFORT COUNTY SC - ROD
BK 02915 PG 0902
FILE NUM 2009070469
12/10/2009 04:19:25 PM
REC'D BY B BING RCPT# 603441
RECORDING FEES 6.00

ASSIGNMENT OF MORTGAGE

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

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

In the presence of:

[Signature]
Witness #1 Stacyanne Mitchell

[Signature]
Witness #2 Kelly Clark

STATE OF ND
COUNTY OF Dakota

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

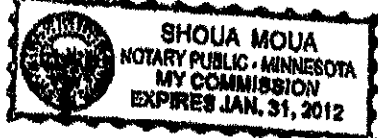
By: [Signature]
(Name of Officer) Thomas Greene
Title: Vice President

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: 1/31/12



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

1270 Northland Dr Ste 200
Wendota ND 58050

MIN# 100080190058808478

Exhibit #12

**Allonge (annexed to the original Note from "Owner
and Holder of the Note", NOVASTAR MORTGAGE, INC.
(transferor) of said to Note, dated June 25, 2012**

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 ITS ATTORNEY-IN-FACT
SAXON MORTGAGE SERVICES, INC

By: 
Name: Kamali Martinez
Title: Vice President

ATTORNEY CODE: 00855

Exhibit #13

Corrective Assignment of Mortgage dated November 9, 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#: DCR7047.8
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 2008-5 NOVASTAR HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2008-5 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.: 2008077385 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


Bank of America

WITNESS


Laura Ohlson

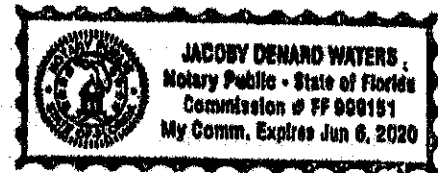
CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

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: 06/06/2020



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