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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

**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,
Respondents.**

v.

TERRY LENNETTE GRANT,

Appellant,

APPELLANT'S AMENDED FINAL BRIEF

By: s/Terry Lennette Grant

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Date: June 20, 2025

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Foreclosure Judgment – May 28, 2014	R.p. 147–155
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Email Regarding Property/Closing – Sept. 19, 2006	R.p. 472-473
Corrective Assignment of Mortgage – Nov. 9, 2018	R.p. 515-516
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Referenced in Final Brief (Page 22)	Record on Appeal (ROA) Page(s)
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The following **Record on Appeal** page references correspond to the issues and sources cited beginning on **page 23 of the Appellant’s Final Brief**.

Referenced in Final Brief (Page 23)	Record on Appeal (ROA) Page(s)
Transcript of Hearing May 4, 2023	R.p. 334-335 Lines24-pgs 25 Line no 25
Sale of Appellant’s Property November 3, 2023	R.p.1-7

STATEMENT OF ISSUES ON APPEAL

- 1) DID THE TRIAL COURT ERR IN FAILING TO FIND THIS ACTION BARRED BY RES JUDICATA?
- 2) DID THE TRIAL COURT ERR IN GRANTING RESPONDENT FORECLOSURE JUDGMENT WHEN CLEAR AND CONVINCING EVIDENCE PROVED FRAUD, MISREPRESENTATION AND DECEPTION BY A PREPONDERANCE OF THE EVIDENCE AT THE HANDS OF RESPONDENT'S REPRESENTATIVES THROUGHOUT THESE PROCEEDINGS?
- 3) DID THE TRIAL COURT ERR BY GRANTING RESPONDENT JUDGMENTS WHEN RESPONDENT NEVER PROVIDED ORIGINAL NOTE OR THE ORIGINAL MORTGAGE AS REQUIRED BY LAW WHEN EACH LAWSUIT WAS FILED?

STATEMENT OF THE CASE

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 brought this foreclosure action by and through the Finkel Law Firm against Terry Lennette Grant who was named as the Defendant (Hereinafter "Grant") on December 1, 2009¹ (See R.p. 378-386), by Callison, Tighe & Robinson, LLC on April 12, 2010² (See R.p. 367-375) and by Brock & Scott, PLLC on June 29, 2016³ (See R.p. 353-364). Grant answered by alleging Deutsche Bank National Trust Company's claim was precluded by "Order" in prior actions against Grant for the same cause of action. Foreclosure judgment granted to Respondent on May 28, 2014 (See R.p. 147-155)⁴ by Judge Marvin H. Dukes, III was dismissed and vacated along with all supplement judgments in this case on January 14, 2016 (See R.p. 376-377)⁵ by

¹ See ADOM: 1 & 2 Complaint and Summons dated December 1, 2009 C/A No.: 2009CP0705612 (R.p. 378-386)

² See ADOM: 9 & 10 Complaint and Summons dated April 12, 2010 C/A No.: 2010CP0701690 (R.p. 367-375)

³ See ADOM: 86 & 87 Complaint and Summons dated June 29, 2016 C/A No.: 2016CP07001466 (R.p. 353-364)

⁴ foreclosure judgment granted on May 28, 2014 and any supplemental judgments. (R.p. 147-155)

⁵ Case dismissed and vacated along with all supplement judgments in this case on January 14, 2016 (See R.p. 376-377) by and through the Order of Judge Marvin H. Dukes, III,

and through the Order of Judge Marvin H. Dukes, III, case which included a Judgment Order dated February 7, 2014 (See R.p. 175-186).

After Judge Dukes' recusal (See R.p.103-104), the Special Referee was appointed (See R.p.94-96) without a hearing or consideration of Grant's rejection and opposition (See R.p.704-731) to this Appointment. A hearing was scheduled by the Special Referee for May 4, 2023 (See R.p. 313-345)⁶ to hear all Motions, Plaintiff's and Defendants'. Grant was under medical care and she sent her Power Of Attorney in order not to delay the process. The Respondent and Special Referee denied Grant's Power of Attorney to make any statement nor present any information that was already submitted on the record. Grant's Power of Attorney offered to answer from all documents Grant has already prepared and submitted. The Special Referee stated that he will read everything (See R.p.338, Lines 5, 12-15)⁷ prior to making a ruling. The Special Referee continues to allow Burgess, Respondent's attorney of record to present their case.

At the conclusion of the hearing, the Special Referee ordered both parties to prepare a proposed order. He requested to have proposed orders emailed to him within 30 days⁸. Grant and Burgess entered proposed orders by June 5, 2023 (See R.p.77-93)⁹ On June 12, 2023 the Special Referee signed the Respondent's proposed order. Then it was filed on June 28, 2023(See R.p. 54-76, 18-53)¹⁰ in the record. Grant filed a Motion to Reconsider Special Referee's decision on July 7, 2023 (See R.p.738-739); however, it was denied on September 1, 2023 (See R.p.11-17).

⁶ See ADOM:266: Transcript of hearing dated May 4, 2023 (R.p.313-345)

⁷ See ADOM:266: Transcript of hearing dated May 4, 2023 (R.p.338 Lines 5, 12-15)

⁸ See ADOM:266: Transcript of hearing dated May 4, 2023(R.p. 338 Line 5-24 ; R.p. 339 Lines 1-13)

⁹ See ADOM:267: Grant's Proposed Order filed on June 5, 2023 (R.p.77-93)

¹⁰ The Special Referee signed the Respondent's proposed order. Then it was filed on June 28, 2023(See R.p. 54-76, 18-53)

Grant sought dismissal of all claims, judgments and sale of her property based on the following: (1) Doctrine of Res Judicata , (2) Fraud, Misrepresentation and (3) Lack of Standing. Instead of reviewing the facts and evidence Grant submitted throughout this case since December 1, 2009 up to last filing from Grant, the Special Referee, appointed to 14th Circuit Court entered an order granting Plaintiff's/Respondent Motion for Summary Judgment, Foreclosure and Sale of Grant's .46 acre parcel with house at 226 Wild Horse Rd on Hilton Head Island, South Carolina 29926.

The Court denied Grant Motion for Summary Judgment and Motion to Reconsider decision (**See R.p.11-17**) Further Special Referee just signed every document prepared by Respondent as noted in the identifying, law firm's file, referenced by number B&S File Reference Number 15-22471 and 15-471 FC02. Grant filed her notice of appeal on September 5, 2023 (**See R.p.734-737**).

STANDARD OF REVIEW

1. Substantial Evidence. Substantial evidence is "more than a mere scintilla. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." Richardson v. Perales, 402 U.S. 389, 401 (1971).

2. Clearly Erroneous. "Review under the clearly erroneous standard is significantly deferential." Concrete Pipe and Prods. v. Construction Laborers Pension Trust, 508 U.S. 602, 623 (1993). The appellate court must accept the trial court's findings unless it's left with the "definite and firm conviction that a mistake has been committed." Inwood Laboratories, Inc. v. Ives Laboratories, Inc., 456 U.S. 844, 855 (1982).

3. Abuse of Discretion. Under this standard, an appellate court will "uphold any

district court determination that falls within a permissible range of permissible conclusions.” *Cooter & Gell v. Hartmarx Corp.*, 496 U.S. 384, 400 (1990). Under this standard, the court of appeals must affirm unless it determines that “the district court has made a clear error of judgment, or has applied an incorrect legal standard.” *Alexander v. Fulton County*, 207 F.3d 1303, 1326 (11th Cir. 2000).

4. De Novo. The court gives no deference to the lower court’s decision and applies the same standard as the district court. *Whatley v. CNA Ins. Co.*, 189 F.3d 1310, 1313 (11th Cir. 1999).

5. When reviewing the grant of a summary judgment motion, appellate courts apply the same standard which governs the trial court under Rule 56(c), SCRPC, which states that summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRPC; *Helms Realty, Inc. v. Gibson-Wall Co.*, 363 S.C. 334, 340, 611 S.E.2d 485, 488 (2005). On appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below. *Willis v. Wu*, 362 S.C. 146, 150-51, 607 S.E.2d 63, 65 (2004); see also *Schmidt v. Courtney*, 357 S.C. 310, 317, 592 S.E.2d 326, 330 (Ct. App. 2003) (stating all ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party)

FACTS

On December 1, 2009 Respondent filed a lawsuit against Terry Lennette Grant without having attached Note or Mortgage as required by law. (See **R.p.378-386 C/A No.2009CP0705612**). Respondent filed this lawsuit on an alleged Note¹¹ and Mortgage dated

¹¹ See **ADOM:111** Exhibits enter the record by Respondents Alleged Note and Mortgage (**R.p.745-772**)

September 18, 2006. The Mortgage Respondent claim that was with GreenPoint Mortgage Funding, Inc and Grant, has been assigned to Deutsche Bank. However, the Mortgage that Grant had with GreenPoint Mortgage Funding, Inc. was dated December 8, 2003 for \$398,000 and it was paid in full April 21, 2004 as evidenced by the release¹² in the amount of \$398,000 (**R.p. 483-485**), well before this Mortgage in 2006. Once Grant provided the release Respondent, then had an assignment of Mortgage created.

On December 2, 2009 Respondent had an assignment of mortgage created and filed on December 10, 2009. (**See R.p.511** Assignment of Mortgage)^{13,14}This assignment of mortgage has nothing to do with GreenPoint Mortgage Funding, Inc and what Grant is being sued for, did not mention GreenPoint Mortgage Funding, Inc. The Lender was allegedly NovaStar Mortgage, Inc. on this September 18, 2006 document¹⁵. The Note allegedly signed on September 18, 2006 did not and does not have the original signature of Grant at a closing that allegedly took place on September 18, 2006. There is an email¹⁶ dated September 19, 2006 (**See R.p.472-473**) that clearly shows that a closing did not take place as Respondent claims.

On February 12, 2010 Respondent filed a Notice of Dismissal¹⁹, dismissing the case they filed on December 1, 2009. (**See R.p. 580 Public Index-** Notice of Dismissal)¹⁷ On April 12, 2010 Respondent filed a lawsuit against Terry Lennette Grant without having attached Note or

¹² **See ADOM:237**: Release of GreenPoint Mortgage for \$398,000 dated April 21, 2004 (**R.p. 483-485**) and **See ADOM:268** Satisfaction of Mortgage for Grant dated January 13, 2023 from GreenPoint Mortgage Funding, Inc. (**R.p.780**)

¹³ **See ADOM:244** Assignment of Mortgage dated December 2, 2009 filed December 10, 2009 after lawsuit was initiated (**R.p. 511**)

¹⁴ BAC Home 9 Loan Serv. v. McFerren, 2013-Ohio-3228 (9th Dist.)

¹⁵ **See ADOM:238**: Alleged Mortgage dated September 18, 2006 and **See ADOM:239**: Alleged Note dated September 18, 2006 (**R.p.444-463 and 465-470**)

¹⁶ **See ADOM:247**: email dated September 19, 2006 closing did not have taken place as evidenced within this email (**R.p.472-473**)

¹⁷ **See ADOM:6**: Notice of Case Dismissal dated February 12, 2010 (Why did they dismiss the case?) (**R.p.580**)

Mortgage as required by law. (See **R.p.367-375** C/A No.2010CP0701690)

On June 25, 2012 Respondent had an alonge¹⁸ (See **R.p.166**) created and submitted to the court at some point of this process. It was not attached to the Original Note or to the Complaint when lawsuits were filed. (See **R.p.166 and R.p. 779** Allonges¹⁹)

On February 7, 2014 Judge Marvin H Dukes, III granted Respondent's Motion for Summary Judgment and Ordered a reformation of subject mortgage (See **R.p.175-186**) On May 28, 2014 Judgment Marvin H Dukes, III granted Respondent a foreclosure judgment. (See **R.p.147-174**) Judge Dukes Order granting foreclosure judgment)

On or around January 05, 2016 Respondent filed to have this case vacated and dismissed claiming it was no longer equitable; on January 14, 2016, Judge Marvin H Dukes, III Order granted Respondent's Motion and he vacated and dismissed this foreclosure judgment actions and any supplemental judgment's in this case which included February 7, 2014 reformation judgment. (See **R.p.142-143** Order dated January 14, 2016 pages 1 & 2) Form 4 indicates that the Judgment against Grant was dismissed and this order ends the case.

On January 29, 2016 Respondent (Same and/or almost identical) filed a third lawsuit against Terry Lennette Grant for the same causes of action in the previous two lawsuits and arised from the alleged same transaction.(See **R.p.353-362** C/A No. 2016CP01466)

On June 22, 2017 Respondent filed Memorandum in Support of Motion for Summary Judgment with attached exhibits²⁰. (See **R.p. 740-773** with exhibits in Support of

¹⁸ See **ADOM:242** Allonge dated June 25, 2012, almost three years after the initial lawsuit in 2009 (**R.p.166**) and the second lawsuit.in 2010

¹⁹ See **ADOM:243**:the second Allonge created sometime in January of 2023. It was introduced as an exhibit at William H Sloan, Jr.'s deposition on 1/13/2023. (**R.p.779**) Totally different Alonge lacking information such as date and not attached to Original Note as required by law.

²⁰ The Alleged Note was introduced at this time. Electronic Clock stamped by clerk of Court dated June 22, 2017; however, foreclosure judgment stamp by Hon. Marvin H. Dukes, III from May 28, 2014 not present on this 2017

Memorandum dated June 22, 2017)

On or around August 13, 2018, Grant filed bankruptcy.

On or around September 14, 2018 Respondent filed a Motion to Stay case due to Bankruptcy (See **R.p.774-777**).

On September 20, 2018 Order granting stay for Respondent (See **R.131-132**).

On November 9, 2018 Respondent had a document created entitled “Corrective Assignment of Mortgage”, which was filed in the Beaufort County Record of Deed on November 16, 2018 (See **R.p.515-516**)²¹.

On or around December 18, 2018 Grant came out of bankruptcy.

On May 5, 2020 Respondent filed Motion to restore foreclosure action against Grant which was granted on May 21, 2020 Order granting case to be restored to active docket issued (See **R.p.125-127**).

On August 3, 2021 hearing was held without the presence of Grant, because she was not served²². Respondent in concerted effect with the assistance of the Clerk of the Court, violated Judge Marvin H Dukes, III Order date May 22, 2018²³, “ all correspondence should be sent to Grant P O Box 21936, Hilton Head Island, SC 29925”(See **R.p.133-135**). The Clerk of Court sent a hearing notice for August 3, 2021 to Grant’s physical address where there is no receptacle²⁴. She was not in attendance because she was not served. Respondent sent notice of

document. (See **ADOM:243 R.p.779**) Alleged Note submitted as exhibit for January 13, 2023 deposition. Compare Alleged Noted signature from January 13, 2023 to the one dated June 22, 2017 (See **ADOM:111 R.p.745-773**).

²¹ See **ADOM:245**: Corrective Assignment of Mortgage dated November 9, 2018 and record to Beaufort County Recorder of Deeds On November 16, 2018 while Grant was under bankruptcy protection (**R.p.515-516**)

²² Roche v. Young Bros., 318 S.C.207,,456 S.E. 2d 897 (1995) Service of process serves at least two purposes. It confers personal jurisdiction on the court and assures the defendant of a reasonable notice of action.

²³ See **ADOM:135**: Dukes Order of May 22, 2018 (**R.p.133-135**)

²⁴ See **ADOM:174, 175** Return to Clerk of Court August 6, 2021 (**R.p.667-669**)

hearing to Appellant's physical address that has no mail receptacle (**See R.p.667-679**). Judge Marvin H Dukes, III did not examine or even look at alleged Original Note or Mortgage prior to granting foreclosure judgment against Grant. (**See R.p.351** Transcript of hearing stated August 3, 2021 **R.p. 351 Lines 6-10**).

On August 6, 2021 Judge Marvin H Dukes, III granted Respondent's foreclosure judgment against Grant (**See R.p. 107-120**).

On August 6, 2021 clerk of court entered into the Public index system a Return of August 3, 2021 Notice of hearing for August 3, 2021 Clerk of Court mailed notice of August 3, 2021's hearing to Grant physical address, in violation of Judge Dukes' May 22, 2018's Order. (**See R.p.667-668 and , R.p.678 Return to Clerk**)

On September 3, 2021 Notice of Appeal was received by the Court of Appeals (**See R.p.733**). It was filed and served on Judge Dukes court halting any foreclosure sale of her property. Judge Dukes pulled Grant's property after receiving notice from the September 7, 2021 foreclosure sale (**See R.p. 733**).

October 13, 2021 SC Court of Appeal filed and Order remanding case to Master-In-Equity for consideration of Grant's Motion for Relief. It was not clocked into Beaufort County Public Index until November 19, 2021, over 30-days later (**See R.p. 797-798**).

On January 18, 2022 Notice and Motion for Relief of Judgment filed by Grant's then attorney of record (**See R.p. 635-642 & R.p.644-669**)²⁵.

On January 20, 2022 by and through Grant's attorney of record filed additional exhibits to support Motion for Relief (**See R.p.643** with exhibits 1-30k of that Motion). On May 6, 2022 Consent Order granted to Vacate Foreclosure Judgment. (**See R.p.101-102** Consent

²⁵See **ADOM:185-187** Grant's Motion for Relief of Judgment (**R.p.635-642;643-669**)

Order).

On September 7, 2022 Respondent filed a Motion for Summary Judgment (**See R.p. 405-410**).

On October 6, 2022 Grant filed Response in Opposition to Respondent's Motion for Summary Judgment (**See R.p.411-421** Grant Response in Opposition).

On October 21, 2022 Grant filed Motion for Summary Judgment. Memo in Support of MSJ with exhibits to support her motion. (**See R.p.422-516** Grant's MSJ).

On October 26, 2022 Respondent filed Memo in Opposition to Motion for Summary Judgment. (**See R.p. 519-524 & R.p. 525-548 with Exhibits**)

On October 28, 2022 hearing was held and Grant filed a Return to Respondent Opposition of Defendant's MSJ. (**See R.p.549-555**).

On November 30, 2022 hearing was held however, no court reporter was available. Hearing did not commence. Grant served on Respondent and the Court additional case. On

December 1, 2022 Judge Marvin H Dukes, III filed an Order vacating Order of Reference and Order of Recusal. (**See R.p103-104**).

On December 1, 2022 Respondent filed Motion to Alter or Amend Judge Duke's Order of Recusal/Motion to Reconsider (**See R.p.556-559**).

On December 5, 2022 Appellant filed Opposition to Respondent Motion to Reconsider (**See R.p. 560-634**).

On December 7, 2022 Order Denying Respondent's Motion to Alter or Amend (**See R.p. 105-106**).

On December 19, 2022 Respondent filed Notice of Deposition for William H Sloan, Jr,

Appellant's previous attorney deposition scheduled for January 13, 2023 via NEF. On January 13, 2023 Grant attended the virtual deposition of her former attorney William H. Sloan, Jr. (See **R.p. 199-312**:R.p. 264 line nos. 12-21 and R.p.285, line no. 14, specifically) On February 14, 2023 Respondent filed an Order/Order Cover Sheet; however, Grant was never served this Order and can not retrieve this Order from the Public Index. Certificate of Service was recorded to cover tracks.

On February 21, 2023 (See **R.p.94-96**) another document created by Respondent entitled "Order of Reference" appointing Special Referee and signed by Judge Carmen T Mullen also bears the Respondents in-house file number B&S No.: 15-22471 as do all other documents that was signed by the Judge and Special Referee. (See **R.p.94-96** Order of Carmen T Mullen)

On March 3, 2023 Grant filed a Supplement to Memo in Support of her Motion for Summary Judgment and Supplement Response in Opposition to Respondent MSJ. (See **R.p.680-692 & R.p. 693-703**) Grant's supplement to her memo in support of her MSJ.

On March 9, 2023 Grant filed Opposition/Reconsideration and Appeal of appointment of Special Referee. (See **R.p.704-731**)

On May 4, 2023 a hearing was held. The Special Referee stated from the bench that he would read everything submitted during this case. Respondent conceded that HUD Closing Settlement Statement was unsigned. (See **R.p.313-345; R.p.333-335**; Transcript of hearing May 4, 2023 R.p. 328, line no. 8-10; (See **R.p.364**) Sloan's Deposition, line nos. **12-21**)

On June 28, 2023(See **R.p.54-76 & R.p.18-53**) Respondent again prepared another document from in-house file identified by File reference: 15-22741 for the Special Referee to sign Order²⁶ granting Foreclosure Judgment and Sale and Denying Grant Motion for Summary

²⁶See **ADOM:220 & 221** June 28, 2023 Special Referee Order (**R.p. 54-76**)

Judgment. It was signed on June 12, 2023.

On July 28, 2023, Clerk of Court entered another Return that Clerk sent Order to Grant physical address in violation of Judge Dukes' May 22, 2018 Order to mail correspondence to Grant's P O Box 21936, Hilton Head Island, SC 29925 (See **R.p.799**).

On September 1, 2023 Special Referee signed another Order Denying Grant's Motion to Reconsider (**See R.p.11-17**)²⁷. As with the other documents he signed, it was prepared by the Respondent identified by in-house file reference numbers 15-22471 and CID541361, ID200284. Form 4 in blank and does not identify the alleged Judgment or case status.

On September 5, 2023 Grant filed and served Notice of Appeal on Court and Respondent. On September 7, 2023, Respondent created another document from their in-house file identified by B&S 15-22471 as do all others that were signed by the Judge and Special Referee. Here it was prepared for the Special Referee's signature. On this same day Grant filed Notice of Appeal of Special Referee's Order and Reconsideration of Decision granting Plaintiff Motion for Summary Judgment.

On September 18, 2023 Clerk of Court entered another Return Order Denying grant Motion to Reconsider, which was mailed in violation of Judge Dukes' May 22, 2018 Order that all correspondence be mailed to Grant's P O Box 21936, Hilton Head Island, SC 29925.

October 4, 2023 Special Referee electronically filed Notice of Sale, even though Respondent claimed that the Special Referee document must be submitted and stamped by Court not electronically filed. This notice stated that foreclosure sale is scheduled for November 3, 2023, which is a Friday, not consistent with Beaufort County foreclosure sale procedures.

²⁷ See **ADOM:226** September 1, 2023 Special Referee's Order (**R.p.11-17**)

October 18, 2023 Respondent sent email to Grant with foreclosure sale date of November 7, 2023, Tuesday which is also not consistent with Beaufort County foreclosure sale procedure.

On November 2, 2023 Grant filed Motion for a Stay Pending Appeal and/or Motion to Vacate.

On November 9, 2023 Grant received an email from Respondent with an unsigned Order, stating that the foreclosure sale was successful on November 3, 2023 and Deutsche Bank was the highest bidder.

On November 21, 2023 an Order was filed that was prepared by Respondent identified by file reference:15-22471 for Special Referee's signature which was allegedly signed on November 16, 2023²⁸. It was not clocked in by the Clerk of Court; however, it was electronically filed. Form 4 is not complete, Judgment Index Information area is blank, just like the previous Form 4 and all identified by B&S File No.: 15-224741 FC02 from in-house of Brock and Scott, PLLC Law firm filing system.

ARGUMENTS

I. STANDARD OF REVIEW

Substantial Evidence. Substantial evidence is “more than a mere scintilla. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.” Richardson v. Perales, 402 U.S. 389, 401 (1971).

Clearly Erroneous. “Review under the clearly erroneous standard is significantly

²⁸ See R.p.1-7:ADOM:232 Order of Special Referee Denying Appellant's Motion to Stay Pending Appeal dated November 21, 2023

deferential.” *Concrete Pipe and Prods. v. Construction Laborers Pension Trust*, 508 U.S. 602, 623 (1993). The appellate court must accept the trial court’s findings unless it’s left with the “definite and firm conviction that a mistake has been committed.” *Inwood Laboratories, Inc. v. Ives Laboratories, Inc.*, 456 U.S. 844, 855 (1982).

When reviewing the grant of a summary judgment motion, appellate courts apply the same standard which governs the trial court under Rule 56(c), SCRCF, which states that summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRCF; *Helms Realty, Inc. v. Gibson-Wall Co.*, 363 S.C. 334, 340, 611 S.E.2d 485, 488 (2005). On appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below. *Willis v. Wu*, 362 S.C. 146, 150-51, 607 S.E.2d 63, 65 (2004); see also *Schmidt v. Courtney*, 357 S.C. 310, 317, 592 S.E.2d 326, 330 (Ct. App. 2003) (stating all ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party)

I. DID THE TRIAL COURT ERRED BY GRANTING RESPONDENT SUMMARY JUDGMENT, EVEN THOUGH RESPONDENT FILED MULTIPLE TWO OR MORE LAWSUITS AGAINST APPELLANT, with the same issues, from same events and same parties, APPELLANT PRESENTES THAT RESPONDENT WAS BARRED BY RES JUDICATA ²⁹FROM BRING THIS SUIT?

Respondent “Deutsche Bank National Trust Company” filed its initial lawsuit December 1, 2009 (See **R.p.378-386**). Respondent filed 2nd lawsuit April 12, 2010 (See **R.p.367-375**) and Respondent filed 3rd lawsuit on June 29, 2016³⁰(See **R.p. 353-364**). The doctrine of res judicata

²⁹ *Trustmark Insurance v. ESLU, Inc.*, 299 F.3d 1265 (11th Cir. 2002)Holding that res judicata prevented a plaintiff from bringing successive lawsuits for separate breaches of the same contract, committed by the same party, and involving the same general type of conduct even where different causes of action are alleged

³⁰ *Modern Pharmacy, LLC v. JM Smith Corp.*, Civil Action No. 19-25246-Civ-Scola, 3-4 (S.D. Fla. Mar. 4, 2020) (“*See Trustmark Ins. v. ESLU, Inc.*, 299 F.3d 1265, 1270 (11th Cir. 2002) (holding that res judicata prevented a

bars subsequent litigation where four elements were met: (1) the prior decision was rendered by a court of competent jurisdiction; (2) there was a final judgment on the merits; (3) the parties were identical in both suits³¹; (4) the prior and present causes of action are the same. Further Grant has submitted substantial evidence to support that this case should have been barred on the Doctrine of Res Judicata³² as a matter of law³³.

1) The first factor is met in this case because prior decisions were rendered by a court of competent jurisdiction. Twice the court granted Respondent foreclosure judgments against Grant. Twice Respondent had them vacated and dismissed.

2) The second factor was met because there were final judgments of the merits; however, Respondent decided not to pursue the foreclosure judgment when granted writing, "Since the date of the Judgment of foreclosure the plaintiff has decided not to pursue the foreclosure. Thus, it is no longer equitable that the Judgment of Foreclosure should have prospective application" and "further request that the Judgment of Foreclosure entered on May 28, 2014 be vacated".

plaintiff from bringing successive lawsuits for separate breaches of the same contract, committed by the same party even where different causes of action are alleged). Moreover, the "factual bases for both lawsuits are related in time, origin, and motivation, and they form a convenient trial unit," and therefore, this second case constitutes claim splitting")

³¹ *Modern Pharmacy, LLC v. JM Smith Corp.*, Civil Action No. 19-25246-Civ-Scola, 3-4 (S.D. Fla. Mar. 4, 2020) ("See *Trustmark Ins. v. ESLU, Inc.*, 299 F.3d 1265, 1270 (11th Cir. 2002) (holding that res judicata prevented a plaintiff from bringing successive lawsuits for separate breaches of the same contract, committed by the same party even where different causes of action are alleged). Moreover, the "factual bases for both lawsuits are related in time, origin, and motivation, and they form a convenient trial unit," and therefore, this second case constitutes claim splitting")

³² Res judicata bars subsequent suits by the same parties on the same issues. *Bell v. Boyd*, 252 S.C. 289, 166 S.E. (2d) 104 (1969). Res judicata also bars subsequent suit by the same parties when the claims arise out of the same transaction or occurrence that is the subject of the *191 prior suit between those parties. *Jaynes v. County of Fairfield*, 303 S.C. 434, 401 S.E. (2d) 183 (Ct. App. 1991).[1]

³³ Res judicata bars subsequent actions by the same parties when the claims arise out of the same transaction or occurrence that was the subject of a prior action between these parties. *Plum Creek Dev. Co. v. City of Conway*, 334 S.C. 30, 512 S.E.2d 106 (1999); *Rogers v. Kunja Knitting Mills, U.S.A.*, 336 S.C. 533, 520 S.E.2d 815 (Ct. App. 1999). Res judicata prevents a litigant from raising any issues which were adjudicated in the former suit and any issues which might have been raised in the former suit. *Hilton Head Ctr. of South Carolina, Inc. v. Pub. Serv. Commn of South Carolina*, 294 S.C. 9, 11, 362 S.E.2d 176, 177 (1987); accord *Plum Creek Dev. Co. v. City of Conway*, 334 S.C. 30, 512 S.E.2d 106 (1999). Res judicata is the branch of the law that defines the effect a valid judgment may have on subsequent litigation between the same parties and their privies. Res judicata ends litigation, promotes judicial economy and avoids the harassment of relitigation of the same issues. James F. Flanagan, *South Carolina Civil Procedure* 642 (2d ed. 1996).

3) The third factor is met in this case because these three cases involve the same parties or their privies. The parties in the original action, the second action and this action are almost identical. All are brought against the Defendant Terry Lennette Grant.

a) The original action was brought by Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust Series 2006-5, Susan S. White, and Finkel Law Firm LLC dated December 1, 2009. The Law Firm is in privity with Susan S. White because Susan S. White is closely aligned to the Law Firm as to be the Respondent's representative.

b) The second action and this action is brought by Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust Series 2006-5, Susan S White and Finkel Law Firm LLC dated April 12, 2010. The Law Firm is in privity with Susan S. White because Susan S. White is closely aligned to the Law Firm as to be the Respondent's representative.

c) This third action is brought by 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, Wesley D.Dail, and Brock & Scott, PLLC dated June 29, 2016. The Law Firm is in privity with Wesley D. Dail, Chad w. Burgess because Wesley D Dail Chad W Burgess is closely aligned to the Law Firm as to be the Respondent's representative.

4) The fourth factor is also satisfied because three cases are based on the same nucleus of operative facts. Each case was filed against Terry Lennette Grant stating that they were a real party of interest with standing to foreclose; however, Respondent did not file original note or mortgage at the time they filed each action. Defendant Grant challenged the validity of those same documents, arguing that they were fraudulently procured and improperly altered. All Respondents' claims arise from the same alleged transaction.

The trial Court erred when Special Referee Benjamin C. P. Sapp granted Respondent foreclosure judgment knowing that all relevant facts shows that this case against Terry Lennette

Grant, should have been dismissed with prejudice based on Doctrine of Res Judicata³⁴.

The trial Court erred when Special Referee Benjamin C.P. Sapp denied Appellant Grant's Motion to Reconsider his decision, even though Appellant Grant brought this defense back up to Special Referee in her Motion to Reconsider his decision granting Respondent foreclosure judgment³⁵.

II. STANDARD OF REVIEW

Substantial Evidence. Substantial evidence is "more than a mere scintilla. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion." *Richardson v. Perales*, 402 U.S. 389, 401 (1971).

Clearly Erroneous. "Review under the clearly erroneous standard is significantly deferential." *Concrete Pipe and Prods. v. Construction Laborers Pension Trust*, 508 U.S. 602, 623 (1993). The appellate court must accept the trial court's findings unless it's left with the "definite and firm conviction that a mistake has been committed." *Inwood Laboratories, Inc. v. Ives Laboratories, Inc.*, 456 U.S. 844, 855 (1982). When reviewing the grant of a summary judgment motion, appellate courts apply the same standard which governs the trial court under Rule 56(c), SCRPC, which states that summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRPC; *Helms Realty, Inc. v. Gibson-Wall Co.*, 363 S.C. 334, 340,

³⁴ *First Natl Bank v. United States Fid. & Guar. Co.*, 207 S.C. 15, 24, 35 S.E.2d 47, 56 (1945). Under this doctrine, a final judgment on the merits in a prior action will conclude the parties and their privies in a second action based on the same claim as to the issues actually litigated and as to issues that might have been litigated in the first action, *Treadaway v. Smith*, 325 S.C. 367, 479 S.E.2d 849 (Ct. App. 1996)

³⁵ Doctrine of Res Judicata; *Lanneau, Res Judicata in South Carolina*, 4. S.C.L.R.333 (1952)

611 S.E.2d 485, 488 (2005). On appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below. Willis v. Wu, 362 S.C. 146, 150-51, 607 S.E.2d 63, 65 (2004); see also Schmidt v. Courtney, 357 S.C. 310, 317, 592 S.E.2d 326, 330 (Ct. App. 2003) (stating all ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party)

II. DID THE TRIAL COURT ERR IN GRANTING RESPONDENT FORECLOSURE JUDGMENTS WHEN CLEAR AND CONVINCING EVIDENCE SUBMITTED PROVED FRAUD, MISREPRESENTATION, AND DECEPTION BY A PREPONDERANCE OF THE EVIDENCE AT THE HANDS OF RESPONDENT'S REPRESENTATIVES THROUGHOUT THESE PROCEEDINGS?

To determine whether fraudulent misrepresentation occurred, the court will look for the following factors: A representation was made: 1) The representation was false; 2) That when made, the plaintiff knew that the representation was false or that the plaintiff made the statement recklessly without knowledge of its truth; 3) That the fraudulent misrepresentation was made with the intention that the plaintiff or Court rely on it; 4) That the Court did rely on the Respondent's fraudulent misrepresentation; 5) That the Defendant suffered harm as a result of the fraudulent misrepresentation and 6) Grant have suffered loss or damage as a result of the misrepresentation.

Respondent's legal representative's from various law firms³⁶ fraudulently misrepresented facts, false and fraudulent documents³⁷ which were presented to the lower court. The lower court

³⁶ The Finkel Law Firm, Callison, Tighe & Robinson, LP and Brock & Scott, PLLC

³⁷ SC code § 41-8-70 (2013) In addition to other penalties provided for by law, a Person Who knowingly makes or makes any false, fictitious Or fraudulent document, Statement Or report Pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, Or both

relied upon the false information and false documentation that was created, submitted and relied upon but was introduced by Respondent's legal representatives. The Courts relied upon the false documents and information which was a fraudulent misrepresentation by Respondent's legal representatives that Respondent was holder/owner of Original Note and Mortgage at the time of initial filing of each lawsuit December 1, 2009 (See **R.p.378-386**), April 12, 2010 (See **R.p.367-375**) and June 29, 2016 (See **R.p.353-367**). Grant submitted substantial evidence to support the false and fraudulent documents that were fraudulently misrepresented by the Respondent's legal representatives. The following false and fraudulent documents and information submitted, created and relied upon³⁸:

- a. (See **R.p.465-470** Alleged Adjustable Rate Note dated September 18, 2006) i. signature not Grant's, her names spelled with an "i" and not "y"
- b. (See **R.p.461-462** Prepayment Rider 2 pages)
 - i. signature different from Adjustable Rate Note
- c. (See **R.p. 452-460** Adjustable Rider 3 pages) signature different from Adjustable Rate Note
- d. (See **R.p.511** Assignment of Mortgage dated December 2, 2009)
 - i. Evidence that "Deutsche Bank" lack standing to filed lawsuit on December 1, 2009
- e. (See **R.p.166, 513, 752, 778**, Allonge to Note dated June 25, 2012)
 - i. not attached to Original Note as required by law
 - ii. Not attached to lawsuits when filed as required by law
 - iii. Evidence that "Deutsche Bank" lack standing to filed lawsuit
 - iv. different loan number
- f. (See **R.p.779** Allonge created on or around January 13, 2023)
 - i. not attached to Original Note as required by law
 - ii. Not attached to lawsuits when filed as required by law
 - iii. Evidence that "Deutsche Bank" lack standing to filed lawsuit
 - iv. no loan number

- g. (See **R.p.175-186** Judge Dukes signed Order to Reform Mortgage dated February 7,

³⁸ *Glaski v. Bank of America, N.A.*, 218 Cal.App.4th 1079, 160 Cal. Rptr. 3d 449 (Cal. Ct. App. 2013)

2014)

- i. Changed legal description in the Mortgage from another property to make it fit Grant's property, specifically her house, which she would never mortgage.
- h. (See R.p.199-312 Transcript of William Sloan's Deposition of January 13, 2023)
- i. Deposed Lawyer testified that HUD Settlement Statement was unsigned
- i. (See R.p.440-442 HUD-1 Settlement Statement)^{39, 40}
- i. not signed by borrower,
 - ii. Not signed by lender
 - iii. Not signed by closing attorney on September 18, 2006 as Respondent claims⁴¹
- j. (See R.p.472-473 Email dated September 19, 2006 between NovaStar Mortgage, Inc, Lender and Peter Wolf's Law firm Closing Attorney)
- i. support no closing could have taken place
 - ii. Asking which property 3.95 or .46 acres
 - iii. HUD not signed
 - iv. HUD 1003 not signed for closing (Uniform Residential Loan Application)
- k. (See R.p.515-516 Corrective Assignment of Mortgage dated November 9, 2018, and recorded November 16, 2018, during Terry Lennette Grant's bankruptcy protection) i. Evidence that "Deutsche Bank" lack standing⁴⁵ to filed lawsuit on
1. December 1, 2009
 2. April 12, 2010, and
 3. June 29, 2016
- l. (See R.p.351 Lines 6-13) Transcript of August 3, 2021 hearing William Stork, Esq. and Marvin H Duker, III)
- i. William Stork, Esq claimed he had Original Endorsed Note, but never mentioned a Mortgage
 - ii. Marvin H Duker, III never examined or looked at the alleged Note or a Mortgage

³⁹ In the state of South Carolina and federal law the Note should be signed by the borrower and the lender. CFR 7 § 764.402 Loan closing signatures are required of the borrower, lender and closing attorney or agent.

⁴⁰ HUD 4155.2.6 b, 5,7,8; 4155.2.6.e; 4155.2.a.c; 4155.26a2.6; 4155.1.1.b.1a; 4155.2.6.a.1.c must be signed by borrower; 4155.2.6A.5.. Lender Certificate; The borrower, seller and the selling real estate agent or broker involved in the transaction must certify...

⁴¹ SC code § 41-8-70 (2013) In addition to other penalties provided for by law, a Person Who knowingly makes or makes any false, fictitious Or fraudulent document, Statement Or report Pursuant to this chapter is guilty of a felony and upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, Or both

(See R.p.351 lines 6-13 Transcript from hearing August 6, 2021)
iii. Court Reporter wrote “no exhibits were entered into the record” (See R.p.347)

III. STANDARD OF REVIEW

Substantial Evidence. Substantial evidence is “more than a mere scintilla. It means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion.” Richardson v. Perales, 402 U.S. 389, 401 (1971).

Clearly Erroneous. “Review under the clearly erroneous standard is significantly deferential.” Concrete Pipe and Prods. v. Construction Laborers Pension Trust, 508 U.S. 602, 623 (1993). The appellate court must accept the trial court’s findings unless it’s left with the “definite and firm conviction that a mistake has been committed.” Inwood Laboratories, Inc. v. Ives Laboratories, Inc., 456 U.S. 844, 855 (1982).

When reviewing the grant of a summary judgment motion, appellate courts apply the same standard which governs the trial court under Rule 56(c), SCRPC, which states that summary judgment is proper when there is no genuine issue as to any material fact and the moving party is entitled to judgment as a matter of law. Rule 56(c), SCRPC; Helms Realty, Inc. v. Gibson-Wall Co., 363 S.C. 334, 340, 611 S.E.2d 485, 488 (2005). On appeal from an order granting summary judgment, the appellate court will review all ambiguities, conclusions, and inferences arising in and from the evidence in a light most favorable to the non-moving party below. Willis v. Wu, 362 S.C. 146, 150-51, 607 S.E.2d 63, 65 (2004); see also Schmidt v. Courtney, 357 S.C. 310, 317, 592 S.E.2d 326, 330 (Ct. App. 2003) (stating all ambiguities, conclusions, and inferences arising from the evidence must be construed most strongly against the moving party)

III. DID THE COURT ERRED BY GRANTING FORECLOSURES, BECAUSE THE RESPONDENT HAS NOT PROVIDED ORIGINAL NOTE AND ORIGINAL MORTGAGE WHEN RESPONDENT FILED EACH LAWSUIT AGAINST

APPELLANT RESPONDENT DID NOT HAVE STANDING⁴⁶ TO FILE THOSE ACTIONS?

Respondent did not submit an Original Note or Mortgage documents when the suit was filed December 1, 2009 (See **R.p.378-386**)⁴². The Original Note or Mortgage was not attached to the complaint and summons when suit was filed on December 1, 2009⁴³. Respondent did not file an Allonge of Note (See **R.p. 166, 513**) when the suit was filed on December 1, 2009. The Allonge of Note⁴⁴ (See **R.p.166,513**) was not attached to the Original Note when the suit was filed on December 1, 2009.

Respondent did not file Assignment of Mortgage when suit was filed on December 1, 2009, because Respondent did not have the assignment to file with the suits, as required by law⁴⁵. (See **R.p. 511**: Assignment of Mortgage was created on December 2, 2009) and filed into the Beaufort County Recorder of Deeds on December 10, 2009⁴⁶. (See **R.p.378-386** Complaint and Summons C/A 2009CP07005612) and (See **R.p.511** Assignment of Mortgage⁴⁷).

⁴² Fed. Home Loan Mtge. Corp. v. Schwartzwald 2012-Ohio-5017 this court held that standing is determined by an interest in the note or mortgage at the time of the filing of the complaint.

⁴³ *Floyd v. Bank of Am., N.A.*, CASE NO. 1:13-cv-2072 (N.D. Ohio July. 25, 2014) Dismissing OCSHA claim when plaintiffs "have not shown that a consumer transaction has occurred"

⁴⁴ *Glaski v. Bank of America, N.A.*, 218 Cal.App.4th 1079, 160 Cal. Rptr. 3d 449 (Cal. Ct. App. 2013)

⁴⁵ In *Carpenter v. Longan* (1872) 83 U.S. 271: The Supreme Court found the note and mortgage to be inseparable, holding that under Colorado law, the assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity.

⁴⁶ In *Carpenter v. Longan* (1872) 83 U.S. 271: The Supreme Court found the note and mortgage to be inseparable, holding that under Colorado law, the assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity.

⁴⁷ *Twelfth RMA Partners, L.P. v. Nat'l Safe Corp.*, 335 S.C. 635, 639, 518 S.E.2d 44, 46 (Ct. App. 1999); see also S.C. Code Ann. § 36-3-203(b) (Supp. 2012) (providing a transfer of an instrument vests in the transferee any rights the transferor had). "[T]he assignment of a note secured by a mortgage carries with it an assignment of the mortgage, but . . . the assignment of the mortgage alone does not carry with it an assignment of the note."

Respondent did not file that list “NovaStar Mortgage, Inc. as the Lender dated (See R.p. 444-463 September 18, 2006); however, there was no assignment of mortgage⁴⁸ to 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.

The trial Court erred when Special Referee Benjamin C.P. Sapp granted Deutsche Bank foreclosure judgment without Respondent being in possession of Original Note and Mortgage when this case was filed as required by law. Each lawsuit filed by Respondent on behalf of Deutsche Bank was not accompanied by Original Note and Mortgage⁴⁹. This was clearly evident by Respondent’s creation of multiple documents through this case since (See R.p.511 December 2, 2009 Assignment of Mortgage) document until January 13, 2023 (See R.p.779 Allonge of Note created and submitted for deposition). As the law stated, the assignment of mortgage alone is nullity. It must be accompanied by the Original Mortgage and it was not. In addition, the law states that an Allonge must be affixed to the Original Note and it was not..

In this case it was never affixed to the Original Note. The law also states that the Note and Mortgage are inseparable. In *Carpenter v. Longan* (1872) 83 U.S. 271(The Supreme Court found the note and mortgage to be inseparable, holding that under Colorado law, the assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity.The Supreme Court held:"All the authorities agree that the debt is the principal thing and the mortgage an accessory.

⁴⁸ Twelfth RMA Partners, L.P. v. Nat'l Safe Corp., 335 S.C. 635, 639, 518 S.E.2d 44, 46 (Ct. App. 1999); see also S.C. Code Ann. § 36-3-203(b) (Supp. 2012) (providing a transfer of an instrument vests in the transferee any rights the transferor had). "[T]he assignment of a note secured by a mortgage carries with it an assignment of the mortgage, but . . . the assignment of the mortgage alone does not carry with it an assignment of the note."

⁴⁹ In *Carpenter v. Longan* (1872) 83 U.S. 271 The Supreme Court found the note and mortgage to be inseparable, holding that under Colorado law, the assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity.:

The trial Court erred when Special Referee Benjamin C.P. Sapp did not examine Appellant's record, filed in the Court that was before him prior to making a ruling. The transcript of the hearing dated May 4, 2023 shows that the Special Referee relied upon Chad W Burgess presentation and the alleged fact that Judge Dukes examined or saw these documents. (See R.p.334-335 Transcript May 4, 2023 Lines No.24–pg25, Line no.25) The Special Referee asked to see the Original Note. The false information relied upon was the misrepresentation of Chad W Burgess to the Court trial Special Referee should constitute fraud and misrepresentation. The Special Referee did not examine all documents carefully and just signed an order that Chad W. Burgess put before him, wrongfully granting Respondent foreclosure judgment⁵⁰ and illegally selling Grant's property.

CONCLUSION

For the reasons stated, this Court should reverse the judgments and orders of the circuit court Special Referee Benjamin C.P. Sapp entered on June 28, 2023 and September 1, 2023 and any other supplemental judgments and orders entered, which shall include the foreclosure judgments and sale of Grant's property that took place on November 3, 2021.

Respectfully Submitted,

June 20, 2025

s/Terry Lennette Grant

Terry Lennette Grant, Appellant, sui juris living beneficiary

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843-301-5150

⁵⁰ See ADOM:232 Order dated November 21, 2023 (R.p.1-7)

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Jun 20 2025

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

**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,
Respondents.**

v.

TERRY LENNETTE GRANT,

Appellant,

APPELLANT'S AMENDED FINAL BRIEF

PROOF OF SERVICE

COMES NOW, Terry Lennette Grant, sui juris beneficiary, hereby certify that a true copy of the **APPELLANT'S AMENDED FINAL BRIEF** has been served on the debt collection 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, Brock & Scott, PLLC** by electronic media via and/or email address listed on the following page:

THE STATE OF SOUTH CAROLINA

Brock and Scott, PLLC
Chad W. Burgess, Esq. Bar No.:72520
3800 Fernandina Road, Suite 110
Columbia, SC 29210
803-454-3540
chad.burgess@brockandscott.com

Respectfully submitted,

Benjamin C.P. Sapp, Special Receiver

Appellate Case No. 2023-001301

By: s/Terry Lennette Grant
Terry Lennette Grant
P O Box 21936
Hilton Head Island, SC 29926
843-301-5750
terrygrantseries@gmail.com

Date: **June 20, 2025**

Respondents

TERRY LENNETTE GRANT

Appellant

APPELLANT'S AMENDED FINAL BRIEF

PROOF OF SERVICE

COMES NOW Terry Lennette Grant, the undersigned, hereby certifies that a true copy of the APPELLANT'S AMENDED FINAL BRIEF has been served on the debt collection law firm appearing as attorneys for Deutsche Bank National Trust Company as trustee for Novastar Mortgage Funding Trust, Series 2006-2 Novastar Home Equity Loan Asset-Backed Certificates, Series 2006-2 Brock & Scott, PLLC by electronic media via and/or email address listed on the following page: