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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 RECORD ON APPEAL

VOLUME II PAGES 499-799

WITH INDEX

Date: June 20, 2025

By: s/Terry Lennette Grant
Terry Lennette Grant
P O Box 21936
Hilton Head Island, SC 29926
843-301-575
terrygrantseries@gmail.com

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THE HISTORY OF THE

REIGN OF HENRY THE SEVENTH

BY JOHN HALLAM

IN TWO VOLUMES

VOL. II.

LONDON: PRINTED BY J. JOHNSON, ST. PAULS CHURCH-YARD, 1797.

THE HISTORY OF THE

REIGN OF HENRY THE SEVENTH

BY JOHN HALLAM

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,

Terry Lenhette 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 Ails, 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.

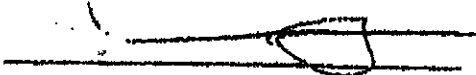
Regarding the professional standing of counsel, representation of the Plaintiff has been undertaken by the firm of Brock & Scott, PLLC. The attorneys primarily involved in this representation collectively have several years of experience in this practice area. They are supervised by Jason L. Branham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

IN THE COURT OF COMMON PLEAS

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

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

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

CERTIFICATE OF SERVICE BY MAIL

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

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

Documents:

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

Party(ies) Served:

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

Catherine Alls
3534 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
57161
Green Point
8349

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

BEAUFORT COUNTY SC - RCD
BK 02400 PGS 1080-1087
FILE NUM 2008081835
10/10/2006 02:19:50 PM
REQD BY B SNG RCDTS 448053
RECORDING FEES 5.00

Satisfaction of Last Mortgage

Loan Number 0082924036
MERS MINE 10001380682240361

State of South Carolina County of Beaufort,
Terry Lennette Grant Mortgage to Mortgage Electronic Registration Systems, Inc. as Nominee of Green
Point Mortgage Funding, Inc., Mortgage 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 Last Mortgage Satisfaction; and that he/she
with the other witness whose signature appears above, witnessed the execution thereof.

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.


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



Personally appeared before me the undersigned witness, who, being duly sworn, says the above designated
Owner/Holder is the benefited 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 otherwise
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.


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



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

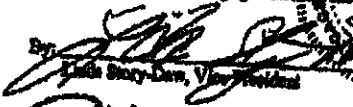
Affidavit of Lost Note

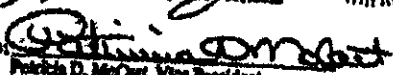
Loan Number 0082924036
MERS MIM# 10001390082340361

State of South Carolina
County of Beaufort

Personally appeared Linda Story-Dew, 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-Dew, Vice President

Witness: 
Patrick D. McCurt, Vice President

Witness: 
JUNE FREEMAN

Sworn before me today October 2, 2006

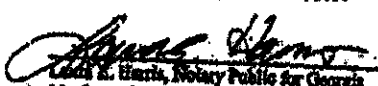

Linda A. Harris, Notary Public for Georgia
My Commission Expires May 17, 2009



Exhibit #11

Assignment of Mortgage dated December 2, 2009

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

BEAUFORT COUNTY SC - R00
BK 02915 PG 0982
FILE NUM 2009070469
12/18/2009 04:19:25 PM
REC'D BY 8 BING RCPT# 603441
RECORDING FEES 6.00

51560.F30787/2000397847
STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

ASSIGNMENT OF MORTGAGE

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

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

In the presence of:

[Signature]
Witness #1: *Deborah McKell*

[Signature]
Witness #2: *Kelly Clark*

STATE OF SC
COUNTY OF Dakota

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

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

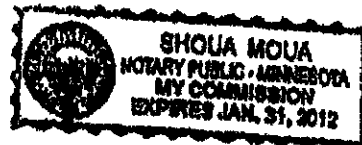
ACKNOWLEDGMENT
S.C. CODE 30-5-30

The undersigned, a Notary Public for the State of SC, 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: *1/1/11*



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

*1270 Northland Dr. Ste 200
Beaufort, NC 28520*

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:
Owen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Phone Number: 561-682-8835

ALLONGE

BORROWERS: TERRY LENNETTE GRANT

PRESENTOWNER AND HOLDER: NOVASTAR MORTGAGE, INC

NOTE EXECUTION DATE: SEPTEMBER 18, 2006

NOTE AMOUNT: \$680,000.00

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

Date: JUNE 25, 2012

Pay to the order of

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

NOVASTAR MORTGAGE, INC
BY ITS ATTORNEY-IN-FACT
SAXON MORTGAGE SERVICES, INC

By: 
Name: Kamali Martinez
Title: Vice President

ATTORNEY CODE: 00855

Exhibit #13

**Corrective Assignment of Mortgage dated November
9, 2018**

BEAUFORT COUNTY SC - RUD
BK 3745, Pgs 1992-1993
FILE NUM 2018061043
11/18/2018 03:58:17 PM
RCPT# 812356
RECORDING FEES 7.00

Recording Requested By:
COWEN LOAN SERVICING, LLC

When Recorded Return To:

COWEN 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#: OCR7047.8
OLD SERVICING #: 2000397247

MN #: 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 2029, FLINT, MI 48501

Assignee: DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR NOVASTAR MORTGAGE FUNDING TRUST, SERIES 2006-6 NOVASTAR HOME EQUITY LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-6 at C/O COWEN 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: 09/18/2006 Recorded: 09/28/2006 In Book/Reel/Liber: 02448 Page/Folio: 0823 as Instrument No.: 2006077385 In the County of Beaufort, State of South Carolina.

Property Address: 225 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 02916 AT PAGE 0802

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 provisions 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 11/08/2018

By: 
Christian J. Ferrer
Assistant Secretary

WITNESS


Dakshana Thomas

WITNESS


Laura Chiusano

Page 515

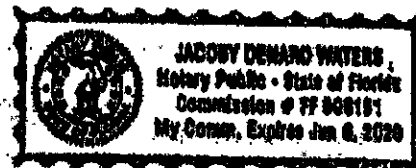
CORPORATE ASSIGNMENT OF MORTGAGE Page 2 of 2

**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



(This area for notarial seal)

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STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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

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

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendants.

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

I. INTRODUCTION AND FACTS

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

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

II. SUMMARY JUDGMENT STANDARD

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

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

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

III. DISCUSSION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. CONCLUSION

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

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

Columbia, South Carolina
 Date: October 26, 2022



STATE OF SOUTH CAROLINA
DEPARTMENT OF REVENUE

TAX LIEN

W-131

(Rev. 9/22/05)

SID/Suffix:
Tax Type: **INDIVIDUAL INCOME TAX**

County: **BEAUFORT**
Contact Number: (843) 852-3800
Tax Lien Number: **3-50705603-5**

File Number: **74067762**
Period Covered: **12/04 - 12/04**

GRANT TERRY L

**PO BOX 21638
HILTON HEAD SC 29925-1938**

**BEAUFORT COUNTY SC- R00
BK 00024 PG 1305
DATE: 04/05/2008 12:00:28 PM
NST # 2000027362 RCPT# 400640**

To: Any authorized representative of the SC Department of Revenue
The party named in this tax lien is liable for the assessed taxes set out below, along with the penalties and interest established by law for failure to pay such taxes when due. Such being established, you are directed by distraint power to levy upon and sell as is allowed by law so much of the tangible or intangible personal property, rights to such property or choses in action of the party necessary to satisfy the tax, penalty and interest owed by the party, plus the fees, costs and expenses of the levy. If these found assets are not sufficient to satisfy the amount set out in this tax lien; you are directed to seize and sell so much of the real estate of the party as is necessary to satisfy the amount owed.
Dated and signed under the seal of the SC Department of Revenue 03/27/08.

Tax Type: **INDIVIDUAL INCOME TAX**

DIST	PERIOD	RECEIVABLE	DATE	TAX	PENALTY	INTEREST	TOTAL
CODE	COVRD	NUMBER	ASSESSED				
0801	12/04	03271869-1	02-22-06	19,237.00	1,250.40	1,359.14	21,846.54

SUBTOTAL:

**COURT COSTS:
TOTAL:**

**21,846.54
1,102.33
\$22,948.87**

TXPRC108

34

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Exhibit 5 000001

10/10/06
5:00 PM
JTB
C. C. C.

STATE OF SOUTH CAROLINA
COUNTY OF ORANGEBURG

Date 10-10-06

The note herein secured hereby being paid, the lien of this mortgage is established and the Clerk of Court is directed to record same of record.

SOUTH CAROLINA BANK & TRUST, N.A.

WITNESS

By

[Signature]

BEAUFORT COUNTY SC - ROD

BK 02220 PGS 1497-1501

FILE NUM 2006072067

08/31/2005 11:22:55 AM

REC'D BY W HAZEL-BOLES RCPT# 35777

RECORDING FEES 11.00

This document was prepared by SOUTH CAROLINA BANK AND TRUST, N.A. 650 JOHN C. CALHOUN DRIVE ORANGEBURG, SC 29116

State of South Carolina

Space Above This Line For Recording Data

MORTGAGE
(With Future Advance Clauses)

11/5106-116

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

MORTGAGOR: TERRY LYNETTE GRANT, INDIVIDUALLY
220 WILD HORSE ROAD
HILTON HEAD ISLAND, SC 29926

BEAUFORT COUNTY SC - ROD

BK 02242 PG 2928

DATE: 03/21/2007 10:16:16 AM

INST # 2007022187 RCPT# 4762

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments.

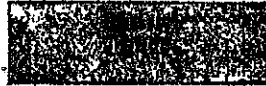
LENDER: SOUTH CAROLINA BANK AND TRUST, N.A.
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
650 JOHN C. CALHOUN DRIVE
ORANGEBURG, SC 29116

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The property is located in BEAUFORT at 220 WILD HORSE ROAD
(County)
HILTON HEAD ISLAND, South Carolina 29926
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 300,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument. Interest under the Note will be deferred, accrued or capitalized; however, Mortgagor shall not be required to defer, accrue or capitalize any interest except as provided in the Note.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)
A PROMISSORY NOTE SIGNED BY THE BORROWER AND DATED AUGUST 24, 2005. THE NOTE STATES THAT BORROWER OWES LENDER ONE HUNDRED THOUSAND AND NO/100 DOLLARS (U.S. \$ 100,000.00) PLUS INTEREST. BORROWER HAS PROMISED TO PAY THIS DEBT IN REGULAR PERIODIC PAYMENTS AND TO PAY THE DEBT IN FULL NOT LATER THAN AUGUST 28, 2010.



APR 8 1967

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 08-24-2011, and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: TERRY LYNETTE GRANT, INDIVIDUALLY
220 WILD HORSE ROAD
ULTIM HEAD BEAR, AZ 85028

☐ If checked, refer to the attached Addendum Incorporating Parties, for additional Mortgages, their signatures and acknowledgments.

LENDER: SOUTH CAPITAL BANK AND TRUST, N.A.
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
680 JOHN F. KENNEDY DRIVE
ORANGEBURG, SC 29118

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Secured Debt (defined below) and Mortgagee's performance under this Security Instrument, Mortgagee covenants, warrants, agrees and undertakes to lend the following described property:

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This document was prepared by SOUTH CAROLINA BANK AND TRUST, N.A. 220 JOHN C. CALHOUN DRIVE, CHARLESTON, SC 29416

BEAUFORT COUNTY BC - ROD
BK 02220 PGS 1407-1801
FILE NUM 2006072607
08/31/2008 11:22:55 AM
REC'D BY W HAZEL-BOLDS ROP
RECORDED FEB 11 00

100-100000-100000

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument, whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagors, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of redemption with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspections. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purposes of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause claim to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and records shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any amounts will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

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CLERK OF DISTRICT COURT
JANUARY 1981

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statements information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by Federal law (12 C.F.R. 391), as applicable.
8. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due;

Property. Any action or inaction by the Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurances on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of the Security Instrument; (e) a sale Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subject Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted Lender or another lender in an aggregate amount greater than the amount permitted under Federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to resume complete cure on any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants in protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorney's fees of not more than 15% of the unpaid debt when it is referred for collection to an attorney who is not a salaried employee of the Lender, court costs, and other legal expenses allowed by law. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

11. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. § 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
12. **ESCHOW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

Page 529

ELUCIPIRONALY FILED - 2022 OCT 26 10:58 AM HEALTHCARE COMPLAINTS CASE#2016CPORT01469

13. **JOINT AND SEVERAL LIABILITY. CO-DEBTORS, SUCCESSORS AND ASSIGNS BOUND.** All debts under this Security Instrument are joint and indivisible. If Mortgagee signs this Security Instrument but does not sign an order of debt, Mortgagee does so only to mortgage Mortgagee's interest in the Property to secure payment of the Secured Debt and Mortgagee does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a grossly overvalued Loan and Mortgagee, Mortgagee agrees to waive any rights that any power Lender may be having any action or other against Mortgagee or any party indebted under the obligation. These rights may include, but are not limited to, an anti-deficiency or one-action bar. The duties and benefits of this Security Instrument shall then and benefit the successors and assigns of Mortgagee and Lender.
14. **SEVERABILITY'S INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachment, or any agreement related to the Secured Debt that conflicts with applicable law will be ineffective, unless that law expressly or impliedly permits the subsection by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
15. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagee will be deemed to be notice to all mortgagees.
16. **WARRANTY.** Except to the extent prohibited by law, Mortgagee warrants all broadcast copyright rights relating to the Property.
17. **LOSS OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to zero balance, this Security Instrument will remain in effect until released.
18. **APPLICABLE LAW.** This Security Instrument is governed by the law to which it is agreed to in the Secured Debt, except to the extent required by the laws of the jurisdiction where the Property is located, and applicable federal laws and regulations.
19. **ENTIRETY.** The covenants and agreements of each of the parties checked below are incorporated into and supplemented and superseded by the terms of this Security Instrument.
- [Check all applicable boxes]
- ☐ Assignment of Lease and Rent ☐ Other
20. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

221
TERRY LYNETTE SMITH

Witness, read and delivered in the presence of:

Carol A. Brownell Christina Surin
(Witness) (Witness)

FORFEIT: _____
STATE OF INDIANA _____ COUNTY OF DECATUR _____
I, _____, being duly sworn, depose and testify that (the said) _____
_____ (and each Mortgagee if more than one) sign, seal and deliver the foregoing Mortgage and that (the
said) _____ with the other witnesses whose name appears as a witness, witnessed the execution thereof.

Sworn to and subscribed before me this 24th day of August 1964.

My commission expires: 3/8/15

Exhibit 3 000004

EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.95 acres, more or less, according to a plat of Carl E. Ekholm, RLS, dated November 29, 1969, and bearing number 2047, and having the following metes and bounds: Commencing at concrete marker on the eastern right-of-way of Wild Horse Road, 0.7 mile to the Jct. Of Wild Horse Road with South Carolina Highway 294 and running thence North 02-27' 20" East for a distance of Two Hundred Eighty Five and five Hundredths (285.05') feet to a concrete marker on the right-of-way border of said Wild Horse Road and running thence South 47 04' 20" East for a distance of Eight Hundred Seventy Nine and eighteen Hundredths (879.18') feet to a concrete marker on the property line of James Fuller; thence South 47 13' West for a distance of Two Hundred Twenty Nine and ten hundredths (229.10') feet to a concrete marker on the border line of James Fuller; thence North 45 53' West for a distance of Six Hundred Seventy Nine and twenty Hundredths (679.20') feet to a concrete marker, to the point of beginning; and being bounded on the Northeast by the lands now or formerly of James Fuller and Clarence Orige; on the Southeast by the lands now or Formerly of James Fuller; on the Southwest by the lands now or formerly of David Orage and on the Northwest by State Highway 294 known as Wild Horse Road.

This being the same property conveyed to the within Mortgagor(s) by deed of Terry Grant Enterprises, dated August 9, 2001 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1924 at Page 2538.

The within Mortgage was prepared in the law office of PETER WOLF & ASSOCIATES, P.C., 94 Main Street, Suite C-102, Hilton Head Island, South Carolina 29926, by Peter L. Wolf, Esq.

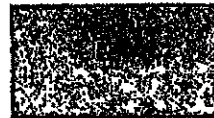
Exhibit 3 000005

2
5/11/10
Green Point
8349

BEAUFORT COUNTY SC - ROD
BK 02460 PGS 1088-1087
FILE NUM 2008081830
10/10/2008 02:10:50 PM
REC'D BY 8 BING RCPT# 448003
RECORDING FEES 6.00

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# 10001390082240361

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

Present Owner/Holder: Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point
Mortgage Funding, Inc.
The undersigned, being the owner and holder of the above described mortgage, acknowledges that the debt
which was secured thereby has been paid in full and the lien of the mortgage is satisfied and cancelled
October 2, 2006.

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

By:
Linda Story-Daw, Vice President

Cassandra Williams

Jack Horne III



PROBATE

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

By:
Cassandra Williams

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

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



Affidavit of Lost Mortgage

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



ELECTRONICALLY FILED - 2022 Oct 26 11:08 AM - BEAUFORT - COMMON PLEAS - CASE#2018CP0701469

Exhibit 2 000001

ELECTRONICALLY FILED - 2022 OCT 28 11:03 AM - ECLERK SYSTEMS COMMON PLEAS - CASE#2016CP0701485

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

Affidavit of Lost Note

Loan Number 0082924036
MERS MINE# 1000138065240361

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
Linda Story-Daw, Vice President

Witness: Patricia D. McCart
Patricia D. McCart, Vice President

Witness: JUNE FREEMAN

Sworn before me today October 2, 2006

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



Exhibit 2 000002

**Community Nursing
Continuing Education Fundings, Inc.**

33 San Pablo Avenue
Berkeley, California

San Rafael, CA 94903
City State Zip Code

MORTGAGE

10013002724301

CONCLUSIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 14, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated December 68, 2003, together with all Riders to this document.

(B) "Barrower" is Terry Leonard's Grand

Borgwick is the manager 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 equipped with existing under the laws of Delaware, and has no offices and telephone number of 790 N. Zeeb 2026, Suite M 4530, 2026 tel. (281) 679-6888.

(13) "Landscape" by GreenPoint Performance Products, Inc.

Lander is a Corporation organized and existing under the laws of the State of New York. Lander's address is 180 Wood Hollow Drive, Nevada, CA 94945.

(B) "Note" means the promissory note signed by Harrower and dated December 28, 1962. The Note states that Harrower owes Lander "Three Hundred Ninety Eight Thousand and 00/100ths Dollars (U.S. \$398,000.00)".

South Carolina Marriage Bonds Family Bonds Maryland New York
 —THE COMPANIES SOURCE, INC.—
 www.companysource.com
 Page 2 of 24
 10/25/2013 10:00 AM
 10/25/2013 10:00 AM
 10/25/2013 10:00 AM

Page 534

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 31, 2034.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Biweekly Payment Rider
☐ 1-4 Family Rider	☐ Revocable Trust Rider	
☐ Other(s) (specify)		

(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) "Excess 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 3300), 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

Exhibit 1 000002



OR BK 01008 PAGE 1119

Instrument, "SESPA" refers to all requirements and restrictions that are imposed in regard to a "Specially related mortgage loan" even if the Loan does not qualify as a "Specially related mortgage loan" under RESPA.

(2) "Borrower 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 the 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 (and his/her heirs, assigns, personal representatives, successors and assigns) shall convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

County of Beaufort (Type of Recording Jurisdiction) Name of Recording Jurisdiction
 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF.

which currently has the address of 226 West Harris Road
 Beaufort North Carolina 28526 (City, State and Zip Code)
 ("Property Address")

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter created on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All improvements 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 it is 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 requested of Lender including, but not limited to, releasing and encumbering 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 not encumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any circumstances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for uniform use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

South Carolina Mortgage Lender's Security Instrument - MERS (as nominee for Lender and Lender's successors and assigns) shall be deemed to be the owner of the Property for all purposes of this Security Instrument. Page 3 of 14



1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow



Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards



including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time mappings 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 ~~Real Estate~~ ~~Survey~~ ~~or~~ ~~any~~ ~~other~~ ~~party~~ ~~as~~ ~~may~~ ~~be~~ ~~required~~ ~~for~~ ~~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.

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

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

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by



this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. **Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.



Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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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 13 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. These 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 Grievances.** 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 conspire, join, or be joined in any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. **Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances:

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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 use 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 spillage, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

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

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

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

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



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the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RENOUNCES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE AFFIRMED 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.

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

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

Signed, sealed and delivered in the presence of:

<u>Carol A. Russell</u>	<u>Terry A. Lusk</u>	(Seal)
Printed Name:	Printed Name:	Borrower
<u>[Signature]</u>		(Seal)
		Borrower
<u>Chantal L. Forth</u>		(Seal)
Printed Name:		Borrower
<u>[Signature]</u>		(Seal)
		Borrower

[Space for Notary Signature]

State of South Carolina

County of Beaufort

South Carolina Mortgage Note and Security Instrument
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Exhibit 1 000013

Before me the undersigned authority, on this day personally appeared Terry Lemette Grant

known to me (or proved to me through an identity card or other document to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Gives under my hand and seal on this 8th

(Seal)

Notary Public for the State of Ohio
My Commission Expires 1/31/2010

Exhibit 1 000014



EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.95 acres, more or less, according to a plat of Carl E. Ekholm, RLS, dated November 29, 1969, and bearing number 2047, and having the following metes and bounds: Commencing at concrete marker on the eastern right-of-way of Wild Horse Road, 0.7 mile to the Jct. Of Wild Horse Road with South Carolina Highway 294 and running thence North 0227°20" East for a distance of Two Hundred Eighty Five and five Hundredths (285.05') feet to a concrete marker on the right-of-way border of said Wild Horse Road and running thence South 4704°20" East for a distance of Eight Hundred Seventy Nine and eighteen Hundredths (897.18') feet to a concrete marker on the property line of James Fuller; thence South 4713' West for a distance of Two Hundred Twenty Nine and ten North 4553' West for a distance of Six Hundred Seventy Nine and twenty Hundredths (679.20') feet to a concrete marker to the point of beginning; and being bounded on the Northeast by the lands now or formerly of James Fuller and Clarence Orage on the Southeast by the lands now or formerly of James Fuller; on the Southwest by the lands now or formerly of David Orage and on the Northwest by State Highway 294 known as Wild Horse Road

This being the same property conveyed to the within Mortgagor(s) by deed dated August 9th, 2001 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1463 at Page 54.

The within Mortgage was prepared in the law office of PETER WOLF & ASSOCIATES, P.C., Post Office Box 5039, Hilton Head Island, South Carolina 29938, by Peter L. Wolf, Esq.,

Exhibit 1 000015

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendants.

) IN THE COURT OF COMMON PLEAS

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

) RETURN TO PLAINTIFF'S
) OPPOSITION OF DEFENDANT'S
) SUMMARY JUDGMENT AND TO
) DISMISS

2022 OCT 28 AM 9:56
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff then vacated and dismissed this case filed December 1, 2009 on or around February 10, 2010. Plaintiff refiled another case against Defendant April 12, 2010; however, after which time they realized they did not have the note. So they decided to create an allonge June 25, 2012, (2 1/4) years later. By law, this was cited in my motion, the note follows the mortgage and the mortgage follows the note. It definitely was separated by years. Again confirming by their own admission through the creation of these documents, in an attempt to mislead the court ruling on a foreclosure without legal standing.

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

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

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

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

Plaintiff's exhibit #7 that was just submitted yesterday, October 27, 2022 has been altered and fabricated. Defendant found nothing filed as April 10, 2017 or nothing close to that date with her answer in the affirmative as it relates to signing the Note as depicted in item 3 of exhibit #7. As it relates to item #5 "said Mortgage described property as follows: Parcel Number: "R5IO 007 000 OI8A 000". This parcel number has been altered and altered incorrectly. There are letters where numbers should be and the font is on a major different size as it corresponds with the rest of the document. The legal description on page (2) two is also incorrect demonstrating a fraudulent and altered document R5IO-007-000-0J 7B 000 is not and was not ever on any document throughout this process where my signature can be found on it. If you have it, produce it with a wet ink signature.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I SO MOVE,

Respectfully Submitted

Union m Woods for POA

Terry Lennette Grant, Pro Se

P O Box 21936

Hilton Head Island, SC 29925

terrygrantseries@gmail.com

October 28, 2022

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

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

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

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

I SO MOVE,

Respectfully Submitted


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

October 28, 2022

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

Plaintiff,

v.

Terry Lynnette Grant,

Defendant.

IN THE COURT OF COMMON PLEAS

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

PLAINTIFF'S MOTION TO ALTER OR
AMEND

TO: DEFENDANT TERRY LENNETTE GRANT:

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

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

Respectfully submitted,

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

Dated: December 1, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

Plaintiff,

v.

Terry Lynnette Grant,

Defendants.

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

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

I. INTRODUCTION AND FACTS

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

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

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

II. ARGUMENT

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

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

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

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

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

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

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

III. CONCLUSION

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

Respectfully submitted,

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

Dated: December 1, 2022
Columbia, South Carolina

STATE OF SOUTH CAROLINA
OF BEAUFORT

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

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

Plaintiff,

vs

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

Terry Lennette Grant; Catherine Ails,)
Defendant(s))

2022 DEC -5 PM 2:57
JERRI ANN ROSENE AM
BEAUFORT COUNTY, S
CLERK OF COURT

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

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

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

Respectfully Submitted,


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

Dated: December 4, 2022

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company as
Trustee for NovaStar Mortgage funding Trust
Series 2006-5 NovaStar Home Equity Loan
Asset-Backed Certificates, Series 1/2006-5,

Plaintiff,

vs

Terry Lennette Grant; Catherine Alls,

Defendant(s)

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

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

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

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

I

INTRODUCTION AND FACTS

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

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

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

Plaintiff re-filed another lawsuit against me and my property on April 12, 2010 Case No: 2010-CP-07-01690 by Callison, Tighe and Robinson, Pursuant to Rule 53 S.C.R.C.P., this case was referred to the Master-In-Equity for Beaufort County, by Order of Reference filed on June 15, 2010. Plaintiff was granted foreclosure judgment on or around May 28, 2014 (See Exhibit #3 Order Vacating Judgment). This case was by order vacated and dismissed on January 14, 2016 (Refer to Exhibit #3)..

Plaintiff re-filed another lawsuit against me and my property on June 29, 2016, this time represented by Brock & Scott PLLC, all still under Judge Marvin H. Dukes III, Master-In-Equity for Beaufort County, SC Case No: 2016-CP-07-01466 (See Exhibit #4). However, each time Plaintiff vacated, dismissed then refiled the case with fabricated and created documents appearing under each law firm hired to represent the Plaintiff. This last document fabrication is Plaintiff exhibit #7 submitted by Chad Burgess on or around October 27, 2022. This document was dated April 2017, with William Sloan's alleged signature as if it was recorded within the court records. It was not filed. It does not exist in the court records throughout this case. In addition, the document itself has been altered, edited, copied, cut and pasted (forged)(See exhibit #5 Plaintiff's Exhibit #7) entered 1 day prior to hearing. Let's examine the contents :Grants Answers to Plaintiff's Request for questions 1) second page question 5) the Tax Map Number is incorrect R510-007-01 7B 0000 (These fonts are inconsistent in style with the fonts in the rest of

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II.

ARGUMENT

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

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

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

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

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

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

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

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

In addition, One rationale for a judge's personal handling of recusal, is that the judge knows fully his own thoughts or feelings. (See e.g., *Spremo va Babchik*, 589 N.Y.S.2d 1019, 1022 (N.Y.App.Div 1992). Therefore, the trial court, in the exercise of its "personal conscience" is the "sole arbiter" of a claim that recusal is warranted. (See *Burdick v Shearson American Express, Inc.*, 559 N.Y.S.2d 506, 508 (N.Y.App. Div 1990). The Honorable Marvin H. Dukes III knew fully his "thoughts or feelings" when he decided to recuse himself on December 1, 2022. The Honorable Marvin H. Dukes, III exercised his "personal conscience" when he had written and filed that his recusal is warranted by executing the Order Vacating Order of Reference and Order Of Recusal in his own court on December 1, 2022 at 10:57 a.m.

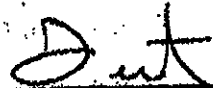
CONCLUSION

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

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

I SO MOVE,

Respectfully Submitted,



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

Dated: December 4, 2022

Exhibit # 1

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

McNair
3/10/05
B3
2007

ADD MAP Record 12/19/2005 11:40:41 AM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map Submap Parcel Block Week
R510 007 000 017B 0000 00

BEAUFORT COUNTY SC - ROD
BK 02272 PGS 1350-1352
FILE NUM 2006090205
11/21/2005 11:42:35 AM
REC'D BY R WEBB RCPT# 377762
RECORDING FEES 10.00
County Tax 159.50
State Tax 377.00
Transfer Tax 362.50

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, THAT I, Lindberg Bing (hereinafter "Grantor"), in the State aforesaid, for and in consideration of the sum of One Hundred Forty Five Thousand and no/100 (\$145,000.00) DOLLARS to the undersigned in hand paid at and before the sealing of these presents by Joseph H. Seguin and Dawn R. Seguin (hereinafter "Grantees"), residing at PO Box 7318, Hilton Head Island, SC 29938, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and release unto the said Grantees, as joint tenants with rights of survivorship and not as tenants in common, and unto their heirs and assigns forever, in fee simple, the following described real property, to wit:

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

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

THIS Deed was prepared by the law offices of Peter Wolf and Associates, PC, 94 Main Street, Suite C102, Hilton Head Island, SC, 29928, without benefit of title examination.

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

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

Dist 510 Map 7 Submap — Parcel 17B Block —

RECORDED
2005 Dec -20 09:44 AM
Sharon G. Bunn
BEAUFORT COUNTY AUDITOR

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

(2) [Signature]
Witness #1

(1) [Signature]
Lindberg Bing

(3) [Signature]
Notary Public

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

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

I, the undersigned Notary Public, do hereby certify that the above Grantor personally appeared before me this 2 day of MARCH, 2005 and acknowledged the due execution of the foregoing instrument.

(4) [Signature]
Notary Public for: SC
My Commission expires: 2, 1, 2, 12

EXHIBIT "A"

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

ALSO

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

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

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

WITNESS the hand and seal of the undersigned this the 1 day of MARCH, 2007

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

(2) [Signature]
Witness #1

(1) [Signature]
Lindberg Bing

(3) [Signature]
Notary Public

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

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

I, the undersigned Notary Public, do hereby certify that the above Grantor personally appeared before me this 1 day of MARCH, 2007 and acknowledged the due execution of the foregoing instrument.

(4) [Signature]
Notary Public for: SC
My Commission expires: 01/12/12

EXHIBIT "A"

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

ALSO

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

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

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



Beaufort County Fourteenth Judicial Circuit Public Index



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

Switch View

Deutsche Bank National Trust Company vs. Terry Lennette Grant

Case Number:	2009LP0702680	Court Agency:	Beaufort County Common Pleas	Filed Date:	12/01/2009
Case Type:	Lis Pendens	Case Sub Type:	Foreclosure	File Type:	Non-Jury
Status:	Cancelled	Assigned Judge:			
Disposition:	LP Cancelled	Disposition Date:	02/12/2010	Disposition Judge:	Clerk Of Court C P, G S, And Family Court
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Agency	Case #	External Relationship	Description	Case Filed Date	Disposition Date	Case Status	Disposition
Beaufort County Common Pleas	2009CP07026812-N	CP	CP LP to CP Transfer	12/01/2009	02/12/2010	Dismissed	Dismissed per Rule 41(a)

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11960730703

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 Allie,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

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

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

2009LP0702680

2009 DEC -1 PM 12:35
JERRI ANN ROSENBERG
BEAUFORT COUNTY CLERK
CLERK OF COURT

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

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

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

ALSO

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

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

TMS#: R510 007 000 018A 0000

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

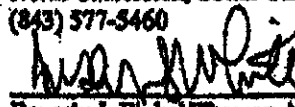
FINKEL LAW FIRM LLC

Post Office Box 71727

North Charleston, South Carolina 29415

(843) 577-5460

By:



Beverly J. Finkel/Thomas A. Shook

Susan S. White/Joseph T. Merit

Andrew M. Wilson

Attorneys for Plaintiff

November 30, 2009

Exhibit # 3

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



Beaufort County Fourteenth Judicial Circuit Public Index



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

Switch View

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

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

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Click the icon to show associated parties.

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

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

Plaintiff,

vs.

Catherine Alls; Terry Lennette Grant; Lindberg Bing,

Defendants.

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

2010-CP-07-0547

ORDER VACATING JUDGMENT,
CANCELLING LIS PENDENS,
AND DISMISSING CASE

2015 JUN 11 PM 12:36
CLERK OF COURT
JULIA C. CLEGG

Plaintiff initiated a mortgage foreclosure upon the mortgage filed in the Beaufort County records by Lis Pendens, Summons and Complaint filed April 12, 2010. Pursuant to Rule 53 S.C.R.C.P., this case was referred to the Master-in-Equity for Beaufort County, by Order of Reference filed on June 15, 2010. On May 28, 2014, The Order of Judgment of Foreclosure and Sale Notice (hereafter "Judgment of Foreclosure") was entered in Plaintiff's favor.

Since the date of the Judgment of Foreclosure the plaintiff has decided not to pursue the foreclosure. Thus, it is no longer equitable that the Judgment of Foreclosure should have prospective application. Accordingly, pursuant to Rule 60(b)(5) S.C.R.C.P., Plaintiff, without waiving any of its rights under the Note and Mortgage forming the basis for its action, hereby requests that its Summons and Complaint be dismissed of record, and further requests that the Judgment of Foreclosure entered on May 28, 2014 be vacated.

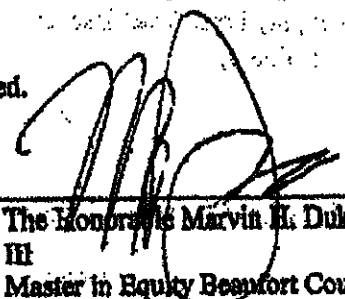
THEREFORE, as it is no longer equitable that the judgment should have prospective application and pursuant to SCRCP 60(b)(5),

IT IS ORDERED:

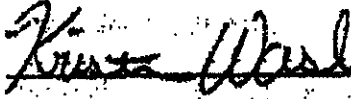
1. The Judgment of Foreclosure and Sale pertaining to the cause of action for foreclosure of the Mortgage and any Supplemental Judgment Order(s) is/are hereby vacated;
2. The Lis Pendens is marked canceled of record;
3. That any provision in any Judgment or Order in this case that extinguished, removed, or released a lien or interest due to it being junior and/or subordinate to the Plaintiff's mortgage lien is hereby vacated such that any such lien or interest is undisturbed by these proceedings.

4. The Plaintiff may withdraw any original exhibits submitted in furtherance of this case;
5. "Plaintiff is unable to obtain consent from Defendant "Terry Lennette Grant." Consent was submitted to Defendants via U.S. Mail November 30, 2015 and December 10, 2015. To date Plaintiff has not received a response; And
6. The case is dismissed without prejudice and closed.

Date: 11/6/16


The Honorable Marvin H. Duker,
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: 803-454-3546
Attorney for Plaintiff

Columbia, South Carolina

11/30/2015

Exhibit # 4

Case No: 2016-CP-07-01466

Parcel number

R510 007 000 017B 0000

12/2/22, 3:55 PM

Public Index Search

Alle, Catherine	Answer & Certificate of Service	Filing	08/26/2016- 09:09	09/20/2018- 09:09
Deutsche Bank National Trust Company	Aff Svc Action & Summons on Catherine Alle	Filing	08/23/2016- 09:53	09/20/2018- 09:53
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennette Grant	Filing	08/09/2016- 15:30	09/20/2018- 15:30
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennette Grant	Filing	08/09/2016- 14:39	09/20/2018- 14:39
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Catherine Alle	Filing	08/01/2016- 11:02	09/20/2018- 11:02
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Catherine Alle	Filing	08/01/2016- 11:01	09/20/2018- 11:01
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennette Grant	Filing	07/26/2016- 09:14	09/20/2018- 09:14
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennette Grant	Filing	07/22/2016- 14:07	09/20/2018- 14:07
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Catherine Wells	Filing	07/19/2016- 14:25	09/20/2018- 14:25
Deutsche Bank National Trust Company	Aff Non Svc LP SC etc on Terry Lennette Grant	Filing	07/11/2016- 14:24	09/20/2018- 14:24
Deutsche Bank National Trust Company	Notice of Right to Foreclosure Intervention	Filing	06/29/2016- 09:56	09/20/2018- 09:56
Deutsche Bank National Trust Company	Certificate of Exemption from Arbitration and Mediation	Filing	06/29/2016- 09:55	09/20/2018- 09:55
Deutsche Bank National Trust Company	Affidavit of Non Military Service	Filing	06/29/2016- 09:55	09/20/2018- 09:55
Deutsche Bank National Trust Company	Summons & Complaint	Filing	06/29/2016- 09:53	09/20/2018- 09:53
Deutsche Bank National Trust Company	RE10 007 000 017B 0000	Filing	06/29/2016- 09:51	09/20/2018- 09:51 Page 588

Exhibit # 5

Plaintiff's Exhibit #7
Grant Answers to Plaintiffs

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

GRANT'S ANSWERS TO
PLAINTIFF'S REQUEST FOR
ADMISSION

Plaintiff,

versus

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

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

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

Admitted

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

Admitted

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

Admitted

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

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

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

(1) ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R510 007 000 0J 7B 0000, being 0.38 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11903, 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. #11903, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98, Page 75.

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

This being the same property conveyed to Terry Lennette Grant by Deed of Lindberg Hing 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: B510 007 000 OIBA 0000
Property Address: 226 Wilberse Road, Hilton Head Island, SC 29926

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

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

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

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

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

Denied.

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

Denied.

Sloan Law Lib. PA

William F. Sloan

SC.B# No. 6963D

1055 North Main Street

Summerville, SC 29483

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

whs@sloanlawfirm.net

Attorney for Defendant Terry Grant

April 2017

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 Leontine Grant and Catherine Alla,
Defendant(s).

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

CERTIFICATE OF MAILING

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

Pleading(s):

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

Party(ies) Served:
Cc: Caroline Glenn, Esq.,
Brook and Scott
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Sloan Law Firm, P.A.

William H. Sloan
SC Bar No. 69630

1055 North Main Street
Summerville, SC 29483

Tel: (843) 873-7931 | Fax: (843) 873-7527

whs@sloanlawfirm.net

Attorney for Defendant Terry Grant

April 10, 2017

Exhibit # 6

Assignment of Mortgage Dated December 2, 2009

BEAUFORT COUNTY SC - 800
BK #2915 PG 0902
FILE NUM 2009070469
12/18/2009 04:19:25 PM
REC'D BY 8 DING SCPT# 603441
RECORDING FEE \$ 6.00

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

51560.F50757/2000397847
STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. does hereby transfer, assign, set over and convey to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-3, its successors and assigns forever, that certain mortgage, made and executed by Terry Lennette Chart 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

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

By:

(Name of Officer) Thomas Greena

Title: Vice President

Witness #1 Shelley Mitchell

Witness #2

STATE OF

COUNTY OF

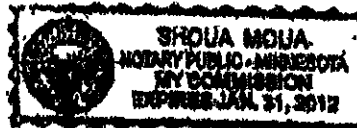
ACKNOWLEDGMENT
S.C. CODE 30-3-30

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

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

Notary Public for

My Commission Expires:



ASSIGNEE ADDRESS: Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-3

1372 Northland Dr. Ste 240
Beaufort, NC 28516

MIN# 100080190058808478

Exhibit # 7

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

Prepared by: Nadine Alvarez
When Recorded Mail To:
Cowen 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, 2008

NOTE AMOUNT: \$680,000.00

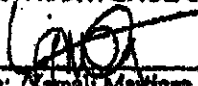
This allonge shall be annexed to the original Note, referenced above for purposes of transferring same from the present Owner and Holder of the Note, NOVASTAR MORTGAGE, INC ("Transferor") as of the date set forth below. As a result of said transfer, NOVASTAR MORTGAGE, INC has no further interest in the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

ATTORNEY CODE: 00855

Exhibit # 8

**Corrective Assignment of
Mortgage**

Dated November 9, 2018

Filed November 16, 2018

When Recorded Return To:

CORRECTIVE ASSIGNMENT OF MORTGAGE

NRN #: 100DEC160059906473 S/S #: 1-888-679-6377

Executed By: TERRY LENNETTE GRANT To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS
NOMINEE FOR NOVASTAR MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS
Date of Mortgage: 08/19/2008 Recorded: 08/26/2008 In Book/Rec/Lib: D2448 Page/Folio: 0028 as Instrument
No.: 2008077365 in the County of Beaufort, State of South Carolina.

Property Address: 228 WILHORSE 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 2006070459 IN BOOK 02918 AT PAGE 0802

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 \$880,000.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisions 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. Forte
Assistant Secretary

WITNESS:

WESTMERE

Exhibit # 9

Transcript of Hearing Dated August 3, 2021

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF BEAUFORT) C/A No. 2016-CF-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 Leannette 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

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<u>CALL TO ORDER:</u>	<u>PAGE:</u>
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<u>MOTION FOR SUMMARY JUDGMENT</u>	
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THE COURT	6
<u>CLOSING REMARKS:</u>	
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 Als. 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 # 10

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

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

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

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

CERTIFICATE OF SERVICE BY MAIL

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

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

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

Documents:

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

Party(ies) Served:

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

Catherine Alls
3534 Timberloch Trail
Snellville, GA 30039

Heather Martin
Brock & Scott, PLLC

Columbia, South Carolina

Exhibit #11

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

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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

Plaintiff,

versus

Terry Lennette Grant and Catherine Ails,
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 Ails did not appear although she was properly noticed for the hearings.

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

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

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

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

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

IT IS THEREFORE ORDERED THAT:

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

Post Office Box 21936

Hilton Head Island, SC 29925-1936

843-301-5750

IT IS SO ORDERED!

The Honorable Marvin Dukes

Beaufort County Master in Equity

Beaufort, South Carolina

May __, 2018



Beaufort Common Pleas

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

So Ordered:

s/Marvin H. Dukes III #3069

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

Exhibit # 12

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

ELECTRONICALLY FILED - 2021 Aug 17 3:53 PM - BEAUFORT - COMMON PLEAS - CASE#2018CP0701486

Page 617



2018-1466
JERRI ANN ROSENEAU
CLERK OF COURT
P.O. Drawer 1128
Beaufort, South Carolina 29901



2021 AUG 19 11:00 AM
CLERK OF COURT
JERRI ANN ROSENEAU

Terry Lennette Grant
226 Wild Horse Road
Hilton Head

RETURN TO SENDER
NO MAIL RECEIPTABLE
UNLESS TO FORWARD

MMR BY 2006112020 2180 01381 21 25
20061120

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,

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

DEFICIENCY WAIVED

Plaintiff,

Terry Lennette Grant; Catherine Ails,
Defendant(s)

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

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

FINDINGS OF FACT:

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

File reference: 15-22471

CID541361

DID200284

4. The Defendant Terry Grant is not in default, Defendant Catherine Ails is in default as to the allegations in Plaintiff's Amended Summons and Complaint, as shown by Affidavit filed herein.

5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act aka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

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

7. The Defendants were notified of the time, date and place of hearing in this matter.

8. For value received, Terry Lennette Grant made, executed and delivered a note, dated September 18, 2006, promising thereby to pay to the order of NovaStar Mortgage, Inc. the sum of \$680,000.00 with interest at an adjustable rate initially of 7.75% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

9. To better secure the payment of the Note described above, the said Terry Lennette Grant made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., in writing, dated September 18, 2006, covering real property in Beaufort County, which is the same as that described in the Complaint. The Mortgage was recorded on September 26, 2006 and is of record in the Beaufort County Registry in Book 2448 at page 823.

10. This mortgage constitutes a valid first lien on the subject property.

11. The legal description contained in the Mortgage was reformed by Order Granting Plaintiff's Motion for Partial Summary Judgment recorded February 7, 2014 in Civil Action No.

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

12. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 by assignment recorded on December 10, 2009 in Book 2913 at Page 902.

13. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"); Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.

14. Furthermore, Plaintiff complied with Administrative Order 2011-03-02-1 issued by the South Carolina Supreme Court.

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

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

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

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

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

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

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

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

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

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

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

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

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

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

attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.

3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Beaufort County Courthouse, City of Beaufort, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

- A. **FOR CASH:** The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.

- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.75% per annum.

- C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.

- D. Purchaser to pay for the deed and the cost of recording the deed.

4. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiff's indebtedness.

File reference: 15-22471

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

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and.

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

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

SCRCP

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons, whosoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

10. That it is further ORDERED, ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Beaufort County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

11. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Beaufort County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises, and to keep said successful bidder or his assigns in such peaceable possession.

12. That it is further ORDERED, ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master

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

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

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

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON HILTON HEAD ISLAND, COUNTY OF BEAUFORT, STATE OF SOUTH CAROLINA, DESIGNATED AS PARCEL A AND CONTAINING 0.46 ACRES AS SHOWN ON A SURVEY ENTITLED "AN ASBUILT SURVEY OF PARCEL A, WILD HORSE ROAD," PREPARED FOR TERRY L. GRANT BY COOK LAND SURVEYING, BY DONALD R. COOK, JR., S.C.R.L.S. #19010, DATED FEBRUARY 13, 2013 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY SOUTH CAROLINA IN PLAT BOOK 136 AT PAGE 139. THIS BEING THE SAME PROPERTY DESIGNATED AS PARCEL A AND CONTAINING 0.46 ACRES AS SHOWN ON THAT SURVEY ENTITLED "3.99 AC., WILD HORSE ROAD," PREPARED FOR MS. TERRY L. GRANT BY DONALD R. COOK, JR., S.C.R.L.S. #19010, DATED DECEMBER 22, 2003 AND RECORDED DECEMBER 31, 2003 IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 96 AT PAGE 191.

ALSO:

A NON-EXCLUSIVE, APPURTENANT, ASSIGNABLE EASEMENT AND RIGHT OF WAY, WHICH SHALL RUN WITH THE TITLE TO PARCEL A CONTAINING 0.46 ACRES, REFERENCED ABOVE, OR ANY PORTIONS THEREOF, FOR INGRESS, EGRESS AND ACCESS OF VEHICULAR AND PEDESTRIAN TRAFFIC TO AND FROM WILD HORSE ROAD OVER, ACROSS, AND THROUGH THOSE CERTAIN PARCELS OWNED BY TERRY LENNETTE GRANT DESCRIBED AS PARCEL B AND ACCESS & DRAIN FIELD EASEMENT ON BOTH THAT SURVEY ENTITLED "3.99 AC.," PREPARED FOR MS. TERRY L. GRANT BY DONALD R. COOK, JR., S.C.R.L.S. #19010, DATED DECEMBER 22, 2003 AND

RECORDED DECEMBER 31, 2003 IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 96 AT PAGE 191 AND THAT SURVEY ENTITLED "AN ASBUILT SURVEY OF PARCEL A, WILD HORSE ROAD," PREPARED FOR TERRY L. GRANT BY COOK LAND SURVEYING, BY DONALD R. COOK, JR., S.C.R.L.S. #19010, DATED FEBRUARY 13, 2013 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY SOUTH CAROLINA IN PLAT BOOK 136 AT PAGE 139, INCLUDING WITHOUT LIMITATION A NON-EXCLUSIVE, APPURTENANT, ASSIGNABLE EASEMENT AND RIGHT OF WAY, WHICH SHALL RUN WITH THE TITLE TO PARCEL A CONTAINING 0.46 ACRES, REFERENCED ABOVE, OR ANY PORTIONS THEREOF, FOR INGRESS, EGRESS AND ACCESS OF VEHICULAR AND PEDESTRIAN TRAFFIC TO AND FROM WILD HORSE ROAD OVER, ACROSS, AND THROUGH THE "ASPHALT DRIVE" AS SHOWN ON THE SURVEY RECORDED IN PLAT BOOK 136 AT PAGE 139.

SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS AND RESTRICTIONS, IF ANY, MORE PARTICULARLY IDENTIFIED IN THE ABOVE REFERENCED PLAT OR OTHERWISE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA, WHICH ARE APPLICABLE TO THE ABOVE DESCRIBED PROPERTY.

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

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

TMS: R510.007.000.018A.0000

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2016-CP-07-01466

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

Terry Leonette Grant, Catherine Alla

DEFENDANT(S)

PLAINTIFF(S)

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

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

DISPOSITION TYPE (CHECK ONE)

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

DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):

☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other

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

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

ORDER INFORMATION

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

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		N/A

If applicable, describe the property, including tax map information and address, referenced in the order:
 All that certain piece, parcel or tract of land, together with improvements thereon, situate, lying and being on Hilton Head Island, County of Beaufort, State of South Carolina, designated as Parcel A and containing 0.46 acres as shown on a survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S.C.R.L.S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County South Carolina in Plat Book 136 at Page 139. This being the same property designated as Parcel A and containing 0.46 acres as shown on that survey entitled "3.99 AC., Wild Horse Road," prepared for Mr. 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 Mr. 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 Asphalt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S.C.R.L.S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County South Carolina in Plat Book 136 at Page 139, including without limitation a non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through the "asphalt drive" as shown on the survey recorded in Plat Book 136 at Page 139.

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

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

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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

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

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

File reference: 15-22471

Court Reporter: John A Sullivan

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

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

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



Beaufort Common Pleas

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

Case Number: 2016CP0701466

Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered:

s/Marvin H. Dukes III #3069

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

Exhibit # 13

Judge Dukes Order Recusing himself

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

CASE NO: 2016-CP-07-01466

Deutsche Bank National Trust Company,

Plaintiff(s),

vs.

Terry Lennette Grant, et al.,

Defendant(s).

ORDER VACATING
ORDER OF REFERENCE
AND ORDER OF RECUSAL

Due to a conflict, in the above-referenced matter, I am recusing myself from this case and vacating the Order of Reference to the Beaufort County Master in Equity that was filed March 13, 2017.

This case shall return to the Pending Non-Jury Roster for re-assignment to a special referee and/or further disposition.

IT IS SO ORDERED.

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

November ____, 2022
Beaufort, South Carolina



Beaufort Common Pleas

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

Case Number: 2016CP0701466

Type: Order/Other

So Ordered:

s/Marvin H. Dukas III #3069

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

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

) IN THE COURT OF COMMON PLEAS
) FOURTEENTH JUDICIAL CIRCUIT
) CASE #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)

) NOTICE OF MOTION AND MOTION
) FOR RELIEF OF JUDGMENT

Plaintiff

Vs.

Terry Lennette Grant and Catherine Ails.

Defendant(s))

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

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

Procedural Facts

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

¹Exhibit 1 Order August 6, 2021

²Exhibit 2 Complaint June 29, 2016

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

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

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

Plaintiff's counsel thereafter made the following filings:

1) Notice of Hearing on Plaintiff's Motion for Summary Judgment Certificate of Service reflects the documents was sent to P O Box 21936, Hilton Head Island, SC June 15, 2018 (See Exhibit 5)⁵

2) Notice of Hearing on Plaintiff's Motion for Summary Judgment Certificate of Service reflects the documents was sent to P O Box 21936 and Physical Address, Hilton Head Island, SC June 15, 2018 (See Exhibit 6)⁶

3) Order Denying Motion to Reconsider & Granting Motion to Amend Answer, No Certificate of Service was filed, and Defendant was not served, Order dated June 25, 2018 (See Exhibit 7)⁷

4) Notice of Hearing on Plaintiff's Motion for Summary Judgment Certificate of Service reflects documents was sent to Defendant's P O Box 21936 and 226 Wild Horse Road, Hilton Head Island, SC; date July 17, 2018; Hearing date August 1, 2018 (See Exhibit 8)⁸

³ Exhibit 3 Stay Order Due to Bankruptcy

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

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

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

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

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

5) Affidavit In Support of Judgment, Timeka J. Motlow/Ocwen Loan Servicing LLC Certificate of Service reflects the documents was sent to Defendant's physical address only, 226 Wild Horse Road, Hilton Head Island, SC; No mailbox receptacle at location; page 10 of 57 does not reflect Defendant's true signature; at COS dated July 27, 2018 (See Exhibit 9)⁹.

6) Supplemental Memorandum of Law In Support of Plaintiff's Motion for Summary Judgment Certificate of Service reflects the documents was sent to Defendant's P O Box 21936 and Defendant's physical address 226 Wild Horse Road, Hilton Head Island, SC; COS dated August 15, 2018 (See Exhibit 10)¹⁰.

7) Motion and Order Stay Due to Bankruptcy Filing Certificate of Service reflects the documents was sent to Defendant's physical address only 226 Wild Horse Road, Hilton Head Island, SC; COS date stamped September 14, 2018, however, date that was handwritten is not clear Plaintiffs alleging service was executed; Defendant was never served (See Exhibit 11)¹¹.

8) Order of Stay Due to Bankruptcy dated September 20, 2018; No Certificate of Service filed; Defendant was not served (See Exhibit 12)¹².

9) Motion and Order to Restore case date stamped May 5, 2020, alleging it was sent to Defendant on May 1, 2020, however, Certificate of Service reflects the documents was sent to Defendant's physical address ONLY 226 Wild Horse Road, Hilton Head Island, SC; The alleged notice only filed no Motion Included. There was no order filed either on May 5, 2020 (See Exhibit 13)¹³.

10) Order to Restore date stamped May 21, 2020; No Certificate of Service filed or

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

¹⁰ Exhibit 10 COS August 15, 2018, Sup. Memo of Law In Support of Plaintiff's M-S Joint

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

¹² Exhibit 12 Order stay Case September 20, 2018.

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

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

14)¹⁴.

11) Re-filed Lis Pendens date stamped March 15, 2021; No Certificate of Service filed; Defendant was never served. The Public Index Court record allegedly reflects Amended Lis Pendens, however, NEF only. (See Exhibit 15)¹⁵.

12) Affidavit in Support of Judgment date stamped April 2, 2021; Certificate of Service reflects the documents was sent to Defendant's physical address ONLY, 226 Wild Horse Road, Hilton Head Island, SC; Defendant was never served (See Exhibit 16)¹⁶.

13) Email request for updates from Judge Dukes office to Plaintiff's Counsel (ex-parte communication) dated July 12, 2021; Defendant was not included in this communication. (See Exhibit 17)¹⁷.

14) Email from Plaintiff's counsel to Judge Duke's office (ex-parte communication) July 12, 2021, without sending copy to Defendant. Defendant was not included in this communication (See Exhibit 18)¹⁸.

15) Motion for Summary Judgment, Memo in Support and Exhibits filed July 15, 2021, Certificate of Service reflects documents was sent to Defendant's physical address only, 226 Wild Horse Road, Hilton Head Island, SC; No mailbox receptacle; Defendant was never served (See Exhibit 19)¹⁹.

16) Notice of Hearing on Motion for Summary Judgment; filed July 15, 2021; hearing scheduled for August 3, 2021, Certificate of Service reflects the documents was

¹⁴ Exhibit 14 Order to Restore case to active NO COS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXCUSABLE NEGLIGENCE

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

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

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

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

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

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

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

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

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

EXTRINSIC FRAUD

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

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

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

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

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

Respectfully submitted,

The Houston Law Firm LLC
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St Charles E. Houston Jr.

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

January 18, 2022
Hilton Head Island, SC

THE
HOUSTON
LAW FIRM LLC



Charles E. Houston, Jr.

January 20, 2022

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

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

Dear Ms. Roseneau

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

Your attention to fulfill our request is appreciated.

With kind regards, I am

Respectfully
The Houston Law Firm LLC

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

Encs: as stated