

RECEIVED

Jun 26 2025

THE STATE OF SOUTH CAROLINA

SC Court of Appeals

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 III PAGES 800-1104

WITH INDEX

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

Date: June 20, 2025

**Cc: Chad Wilson Burgess, Esquire
Brook Dangerfield, Esquire
Caroline Richardson Glenn, Esquire
May R. Powers, Esquire
William Price Stork, Esquire
Kenneth Gregory Wooten, III, Esquire**

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RESPONDENT'S RECORD ON APPEAL
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4	January 14, 2016 Order vacating Foreclosure and Dismissing Action	Appellant's R.p.142-143 376-377
5	June 29, 2016, Complaint	Appellant's R.p.138-139
6	Appellant's October 28, 2016 Answer	Appellant's R.p.800-805
7	March 15, 2017 Order of Reference	Appellant's R.p.138-139
8	June 22, 2017, Motion for Summary Judgment, Memorandum In Support, & Exhibits	Appellant's R.p 740-773
9	July 21, 2017 Appellant's First Motion to Amend Answer & Exhibits	Appellant's R.p.806-810
10	October 10, 2017 Respondent's Motion to Amend Complaint	Appellant's R.p.811
11	November 6, 2017 Order to Amend Complaint	Appellant's R.p.136-137
12	November 7, 2017 Motion to Reconsider	Appellant's R.p.812-813
13	November 9, 2017 Amended Complaint	Appellant's R.p.387-397
14	December 7, 2017 Answer to Amended Complaint	Appellant's R.p.814-816
15	February 15, 2018, Appellant's Second Motion to Amend Answer & Exhibits	Appellant's R.p.817-821
16	May 22, 2018, Master's Order	Appellant's R.p.133-135
17	June 25, 2018, Master's Order	Appellant's R.p.128-130
18	August 15, 2018, Supplement Memorandum & exhibits	Appellant's R.p.822-857
19	September 14, 2018 Motion to Stay & exhibits	Appellant's R.p.774-777
20	September 20, 2018 Order of Stay	Appellant's R.p.131-132
21	May 5, 2020 Motion to Restore & exhibits	Appellant's R.p.858-862
22	May 21, 2020 Order to Restore to Active Docket	Appellant's R.p.125-127
23	April 2, 2021 Affidavit in Support of Judgment & exhibits	Appellant's R.p.863-970
24	July 15, 2021 Second Motion for Summary Judgment, Memorandum in Support & exhibits	Appellant's R.p.971-1075
25	August 6, 2021 Foreclosure Order	Appellant's R.p.121-124
26	September 3, 2021 Notice of Appeal	Appellant's R.p.734-735
27	October 13, 2021 Appellate Court Order	Appellant's R.p.797-798
28	January 18, 2022 Motion for Relief	Appellant's R.p.635-678
29	May 6, 2022 Consent Order to Vacate Judgment	Appellant's R.p.101-102
30	August 25, 2022 Affidavit of Amount Due	Appellant's R.p.1076-1078
31	August 09, 2022 Remittitur	Appellant's R.p.99-100

32	October 6, 2022 Appellant's Response in Opposition to Summary Judgment	Appellant's R.p.411-421
33	October 11, 2022 Appellant's Motion and Order to Relieve Counsel	Appellant's R.p.97-98
34	October 13, 2022 Order Relieving Counsel with email from Respondent	Appellant's R.p.1079-1082
35	October 21, 2022 Appellant's Motion for Summary Judgment, Memorandum in Support & exhibits	Appellant's R.p.422-518
36	October 26, 2022 Respondent Memorandum in Opposition to Appellant's Motion for Summary Judgment	Appellant's R.p.519-524
37	October 27, 2022 Appellant's Responses to Respondent's Requests for Admissions dated April 10, 2017	Appellant's R.p.1083-1087
38	October 28, 2022 Appellant's return to Respondents opposition to summary judgment	Appellant's R.p.549-555
39	December 1, 2022, order vacating order of reference	Appellant's R.p.103-104
40	December 1, 2022 respondents motion to alter or amend order of recusal	Appellant's R.p.556-559
41	December 7 2022 order denying motion to alter or amend	Appellant's R.p.105-106
42	January 13 2023 transcript of testimony deposition of William H Sloan Jr and Exhibits	Appellant's R.p.199-312
43	February 21, 2023 order of reference and certificate of service	Appellant's R.p.94-96
44	March 9 2023 appellant's opposition to order of reference	Appellant's R.p.692-720
45	March 15 2023 respondents memorandum and opposition to appellant's March 9, 2023 filing and Exhibits	Appellant's R.p.1088-1101
46	April 3 2023 Affidavit of Amount Due	Appellant's R.p.1102-1104
47	April 21 2023 Notice of Motion hearing	Appellant's R.p.721
48	May 4 2023 Transcript of hearing	Appellant's R.p.313-345
49	June 28, 2023 Special Referee's order of foreclosure	Appellant's R.p.54-76
50	July 7, 2023 Appellant's motion to reconsider	Appellant's R.p.738-739
51	September 1 2023 Special Referee's Order Denying Appellant's Motion to Reconsider	Appellant's R.p.11-17
52	October 4, 2023 Notice of Sale	Appellant's R.p.8-10

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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

Plaintiff,

versus

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

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

ANSWER OF DEFENDANT GRANT

2016 OCT 28 PM 12:34
CLERK OF COURT
COUNTY OF BEAUFORT
S.C.

Comes now, Defendant Terry Lennette Grant, through their undersigned attorney, to
Answer the Complaint filed against them by the Plaintiff in this case.

Any item that is not fully admitted is denied and strict proof thereof is demanded.

1. With regards to No. 1 of the Complaint, the Defendant, referring to Defendant Terry Lennette Grant, denies same and demands strict proof thereof. Further, Defendant makes a specific negative averment with regards to Rule 9(a), SCRCP.
2. With regards to No. 2 of the Complaint, the Defendant admits that she has an interest in the property that is the subject of this case. She further admits that the Court has subject matter jurisdiction over the case. Defendant lacks the information needed to admit or deny No. 2 of the Complaint.
3. Defendant admits No. 3 of the Complaint.
4. Defendant admits No. 4 of the Complaint.
5. With regards to No. 5 of the Complaint, the Defendant admits that she signed the Mortgage mentioned in No. 5. The Defendant denies that the mentioned property is secured by the Mortgage.
6. Defendant admits No. 6 of the Complaint.
7. With regards to No. 7 of the Complaint, the Defendant admits that the Assignment of Mortgage was executed and recorded as stated without the information needed to admit or deny that the Assignment was valid to convey an interest in the property to the Plaintiff sufficient to foreclose.

8. Defendant denies No. 8 of the Complaint.
9. With regards to No. 9 of the Complaint, the Defendant admits that HMP is applicable. Defendant denies the remainder of No. 9 of the Complaint.
10. Defendant denies No. 10 of the Complaint.
11. Defendant denies No. 11 of the Complaint.
12. With regards to No. 12 of the Complaint, the Defendant denies same except to say that the Note and Mortgage speak for themselves.
13. With regards to No. 13 of the Complaint, Defendant denies same except to say that the Note speaks for itself.
14. Defendant denies No. 14 of the Complaint.
15. Defendant lacks the information needed to admit or deny No. 15 of the Complaint.
16. Defendant lacks the information needed to admit or deny No. 16 of the Complaint.

AFFIRMATIVE DEFENSE ONE- MOTION TO DISMISS- RULE 12-B-6-

17. Defendants repeat the previous items of this Answer as if retyped verbatim right here.
18. Defendant believes that this case should be dismissed per Rule 12-b-6, SCRCp, since the Complaint fails to state sufficient facts where relief can be granted. Specifically, the Complaint fails to state that the Plaintiff has complied with all conditions precedent.

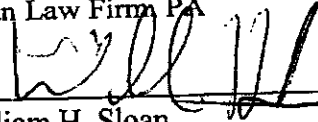
RESERVATION

19. Defendants repeat the previous items of this Answer as if retyped verbatim right here.
20. Defendants reserve the right to supplement this Answer and change it as events come to light.

WHEREFORE, having completed their Answer, Defendant Grant moves for the following relief from this Court:

- A. Dismissal of this Case;
- B. Costs awarded to the Defendant Grant;
- C. Any other such relief that this Court deems equitable.

Sloan Law Firm PA



William H. Sloan

SC Bar No. 69630

1055 North Main Street

Summerville, SC 29483

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

whs@sloanlawfirm.net

Attorney for Defendants Terry Grant

October 26, 2016

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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

Plaintiff,

versus

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

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

CERTIFICATE OF MAILING

2016 OCT 28 PM 12:34
CLERK OF COURT
SOUTH CAROLINA

I, William H. Sloan, the undersigned attorney of Sloan Law Firm, PA, attorney for the Defendant Terry Lennette Grant, do hereby certify that on this 26th day of October, 2016, 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):

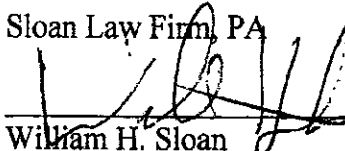
Pleading(s):

- A. Response to Foreclosure Intervention
- B. Answer of Defendant Grant

Party(ies) Served:

Cc: Caroline Glenn, Esq.
Brock and Scott
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Sloan Law Firm, PA


William H. Sloan

SC Bar No. 69630

1055 North Main Street

Summerville, SC 29483

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

whs@sloanlawfirm.net

Attorney for Defendants Terry Grant

October 26 2016

RE: Grant, Terry

Foreclosure Intervention Response Form

This information is requested for the express purpose of foreclosure intervention pursuant to S.C. Supreme Court Administrative Order 2011-05-02-01.

Please check one of the two choices below regarding (226 Wildhorse Road, Hilton Head Island, South Carolina 29926):

☒ I am the owner of and occupy the property as my principal residence.
☐ I am the owner but do not occupy the property.

If you own and occupy (226 Wildhorse Road, Hilton Head Island, South Carolina 29926) as your principal residence and are interested in the following type(s) of loss mitigation, please indicate your interest(s) below (check all that interest you):

☒ Reinstatement

☒ Payoff

☒ Payment Plan

☒ Forbearance Agreement

☒ Loan Modification

☒ Deed in Lieu

☒ Short Sale

Other: _____

PLEASE NOTE THAT YOU MAY NOT QUALIFY FOR ALL THE OPTIONS LISTED ABOVE. NO REPRESENTATION OF ANY KIND IS BEING MADE REGARDING THE AVAILABILITY OF ANY LOSS MITIGATION OPTION OR YOUR QUALIFICATION FOR ANY OPTION.

☐ I do not wish to participate in any Foreclosure Intervention Program.

So that we may offer you the fullest possible assistance, please provide the information requested below.

CONTACT INFORMATION

Sloan Law Firm, P.A.
P.O. Box 85
Summerville, SC 29484

May we leave a phone message?

At home? ☐ Yes ☐ No

On your cell? ☐ Yes ☐ No

At work? ☒ Yes ☐ No

Home #: _____

Cell #: _____

Work #: 843-873-07531

May we send you an e-mail message? ☒ Yes ☐ No

Email: shs@sloanlawfirm.net

[Signature] (Signature)

[Signature] (Signature)

[Print Name] (Print Name)

10/31/2016 (date)

RETURN COMPLETED FORM VIA ONE OF THE FOLLOWING METHODS:

Brock & Scott, PLLC, Attn: SC-Foreclosure Intervention, 5431 Oleander Drive, Wilmington, NC 28403; 844-856-6646 (phone); 877-470-6313 (fax); SCFCNOFI@brockandscott.com (email)

15-22471



Sloan Law Firm, P.A.
P.O. Box 85
Summerville, SC 29484



SLOAN LAW FIRM, PA
Post Office Box 85
SUMMERVILLE, SC 29484
843-873-7531 PH
843-873-7527 FAX
William H. Sloan, Jr.
whs@sloanlawfirm.net

2016 OCT 28 PM 12:33
RECEIVED CLERK OF COURT
BEAUFORT COUNTY, S.C.

October 28, 2016

Beaufort County Clerk of Court
Post Office Box 1128
Beaufort, SC 29901

Re: Deutsche Bank... vs. Terry Lennette Grant and Catherine Alls.
Case No. 2016-CP-07-1466

Dear Clerk of Court:

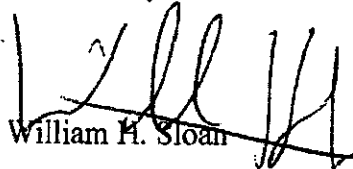
Enclosed please find the original and one copy of the following on behalf of
Defendant Grant

- A. Response to Foreclosure Intervention
- B. Answer of Defendants Grant
- C. Certificate of Service

Please file the originals and return the copies to me in the return envelope. If you
have any questions, please advise. Thank you for your attention to this matter. With
kind regards, we are

SLOAN LAW FIRM

Yours Truly,


William H. Sloan

Cc: Brock and Scott
3800 Fernandina Road, Suite 110
Columbia, SC 29210

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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

Plaintiff,

versus

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

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

**MOTION TO AMEND ANSWER OF
TERRY GRANT**

Comes now, Defendant Terry Lennette Grant, hereinafter referred to "Defendant," through her undersigned attorney to move to amend the Answer of the Defendant based on the following:

1. Defendant has previously filed an Answer in this case.
2. Subsequent to filing this Answer, Defendant has found an additional defense, Affirmative Defense Two, as a defense to the action. The proposed Amended Answer is added to this Motion as Exhibit A.
3. The undersigned counsel and the Defendant wish to file this Proposed Amended answer to protect his interests.
4. Consultation with opposing counsel is not required per Rule 11, SCRCP, since this is a foreclosure matter. In addition, consultation would probably be futile since there is a pending Summary Judgment Motion filed by the Plaintiff and time is of the essence.
5. The issue that will be presented in the Proposed Amended Answer, if approved by this Court, is not a new issue that is not already being addressed in this case. Therefore, this would cause no prejudice to the Plaintiff, as contemplated by Rule 15, SCRCP.
6. The case law of South Carolina and Rule 15, SCRCP, states that the burden of establishing prejudice in taking leave to file a modified Answer lies with the Plaintiff. In addition, the authority to allow the Amendment of the pleadings lies within the sound discretion of this Court. (*Foggie vs. CTX Transportation*, 313 SC 98, 103, 431 SE 2d 587, 590 (1993))

WHEREFORE DEFENDANT SMITH moves before this Court for the following:

- A. An Order allowing Exhibit A with this Motion to be the Answer of this case for Defendant Grant;
- B. Any other such relief that this Court deems prudent, just and proper.

Sloan Law Firm, PA

s/William H. Sloan _____

William H. Sloan

SC Bar No. 69630

1055 North Main Street

Summerville, SC 29483

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

whs@sloanlawfirm.net

Attorney for Defendant(s) Terry Grant

July __, 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 Lennette Grant and Catherine Aills,
Defendant(s).

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

**PROPOSED AMENDED
ANSWER OF DEFENDANT GRANT**

Comes now, Defendant Terry Lennette Grant, through their undersigned attorney, to
Answer the Complaint filed against them by the Plaintiff in this case.

Any item that is not fully admitted is denied and strict proof thereof is demanded.

1. With regards to No. 1 of the Complaint, the Defendant, referring to Defendant Terry Lennette Grant, denies same and demands strict proof thereof. Further, Defendant makes a specific negative averment with regards to Rule 9(a), SCRCP.
2. With regards to No. 2 of the Complaint, the Defendant admits that she has an interest in the property that is the subject of this case. She further admits that the Court has subject matter jurisdiction over the case. Defendant lacks the information needed to admit or deny No. 2 of the Complaint.
3. Defendant admits No. 3 of the Complaint.
4. Defendant admits No. 4 of the Complaint.
5. With regards to No. 5 of the Complaint, the Defendant admits that she signed the Mortgage mentioned in No. 5. The Defendant denies that the mentioned property is secured by the Mortgage.
6. Defendant admits No. 6 of the Complaint.
7. With regards to No. 7 of the Complaint, the Defendant admits that the Assignment of Mortgage was executed and recorded as stated without the information needed to admit or deny that the Assignment was valid to convey an interest in the property to the Plaintiff sufficient to foreclose.

8. Defendant denies No. 8 of the Complaint.
9. With regards to No. 9 of the Complaint, the Defendant admits that HMP is applicable. Defendant denies the remainder of No. 9 of the Complaint.
10. Defendant denies No. 10 of the Complaint.
11. Defendant denies No. 11 of the Complaint.
12. With regards to No. 12 of the Complaint, the Defendant denies same except to say that the Note and Mortgage speak for themselves.
13. With regards to No. 13 of the Complaint, Defendant denies same except to say that the Note speaks for itself.
14. Defendant denies No. 14 of the Complaint.
15. Defendant lacks the information needed to admit or deny No. 15 of the Complaint.
16. Defendant lacks the information needed to admit or deny No. 16 of the Complaint.

AFFIRMATIVE DEFENSE ONE- MOTION TO DISMISS- RULE 12-B-6-

17. Defendants repeat the previous items of this Answer as if retyped verbatim right here.
18. Defendant believes that this case should be dismissed per Rule 12-b-6, SCRCP, since the Complaint fails to state sufficient facts where relief can be granted. Specifically, the Complaint fails to state that the Plaintiff has complied with all conditions precedent.

AFFIRMATIVE DEFENSE TWO- PROPERTY OF LIS PENDENS NOT MORTGAGED

19. Defendants repeat the previous items of this Answer as if retyped verbatim right here.
20. Upon review of the public records of the Beaufort County ROD Office, it appears that the property described in the Lis Pendens was not mortgaged by Terry Grant and/or not owned by her.

RESERVATION

21. Defendants repeat the previous items of this Answer as if retyped verbatim right here.
22. Defendants reserve the right to supplement this Answer and change it as events come to light.

WHEREFORE, having completed their Answer, Defendant Grant moves for the following relief from this Court:

- A. Dismissal of this Case;
- B. Costs awarded to the Defendant Grant;
- C. Any other such relief that this Court deems equitable.

Sloan Law Firm, PA

s/William H. Sloan _____
William H. Sloan
SC Bar No. 69630
1055 North Main Street
Summerville, SC 29483
Tel: (843) 873-7531 | Fax: (843) 873-7527
whs@sloanlawfirm.net
Attorney for Defendants Terry Grant
July 20, 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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

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

**MOTION
TO AMEND COMPLAINT**

Pursuant to Rule 15(a), South Carolina Rules of Civil Procedure, the Plaintiff hereby requests leave of court to amend its pleadings in this action. Plaintiff avers that the amendment, if permitted, would not prejudice any party to this action and that no unreasonable delay would result there from.

THEREFORE, pursuant to Rule 15(a), South Carolina Rules of Civil Procedure, the Plaintiff moves for leave to amend its pleadings in this action.

I SO MOVE

s/Caroline Glenn

SC Bar No. 77157

Attorney for the Plaintiff

3800 Fernandina Road, Suite 110

Columbia, SC 29210

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

Caroline.Glenn@brockandscott.com

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 Aills,
Defendant(s).

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

**MOTION TO RECONSIDER
GRANTING OF PLAINTIFF'S
MOTION TO AMEND COMPLAINT**

Comes now, Defendant Terry Lennette Grant, hereinafter referred to "Defendant," through her undersigned attorney to move to reconsider the Order allowing the Plaintiff to amend the Complaint based on the following:

1. Plaintiff filed a Motion to Amend the Complaint based on the Defendant Grant filing a Motion to Amend her answer based on her review of the title work.
2. While the undersigned consented in principal to allow the Plaintiff to amend its Answer based on the liberal wording of Rule 15, SCRCF, the Defendant Grant did not receive a copy of the proposed Amended Complaint.
3. A copy of the Proposed Amended Complaint also was not attached with the Order of this Court filed on November 6, 2017.
4. Allowing the Plaintiff to amend their pleadings in this matter could cause the Defendant prejudice as defined by Rule 15, SCRCF, and the relevant case law.

WHEREFORE DEFENDANT GRANT moves before this Court for the following:

- A. An Order reversing the Order of this Court of November 6, 2017.
- B. Any other such relief that this Court deems prudent, just and proper and equitable.

Sloan Law Firm, PA

s/William H. Sloan _____
William H. Sloan
SC Bar No. 69630
1055 North Main Street
Summerville, SC 29483
Tel: (843) 873-7531 | Fax: (843) 873-7527
whs@sloanlawfirm.net
Attorney for Defendant(s) Terry Grant
November __, 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 Lennette Grant and Catherine Aills,
Defendant(s).

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

**ANSWER OF DEFENDANT GRANT
TO AMENDED COMPLAINT**

Comes now, Defendant Terry Lennette Grant, through her undersigned attorney, to
Answer the Amended Complaint filed against them by the Plaintiff in this case.

Any item that is not fully admitted is denied and strict proof thereof is demanded.

1. With regards to No. 1 of the Complaint, the Defendant, referring to Defendant Terry Lennette Grant, denies same and demands strict proof thereof. Further, Defendant makes a specific negative averment with regards to Rule 9(a), SCRCP.
2. With regards to No. 2 of the Complaint, the Defendant admits that she has an interest in the property that is the subject of this case. She further admits that the Court has subject matter jurisdiction over the case. Defendant lacks the information needed to admit or deny No. 2 of the Complaint with regards to Catherine Aills.
3. Defendant admits No. 3 of the Complaint.
4. Defendant admits No. 4 of the Complaint.
5. With regards to No. 5 of the Complaint, the Defendant admits that she signed the Mortgage mentioned in No. 5. The Defendant denies that the mentioned property is secured by the Mortgage.
6. Defendant admits No. 6 of the Complaint that a mortgage signed by Defendant Grant was recorded as stated. The Defendant Grant denies that the mortgage signed is applicable or a lien on the property described in No. 5 of the Complaint.
7. With regards to No. 7 of the Complaint, the Defendant admits that there was an Order for Summary Judgment on the legal description issue in the 2010 foreclosure case. Defendant denies that the mentioned Order is still binding since the Order in this case was vacated.

8. With regards to No. 8 of the Complaint, the Defendant admits that the Assignment of Mortgage was executed and recorded as stated without the information needed to admit or deny that the Assignment was valid to convey an interest in the property to the Plaintiff sufficient to foreclose.
9. Defendant denies No. 9 of the Complaint.
10. With regards to No. 10 of the Complaint, the Defendant admits that HMP is inapplicable since HMP has expired.
11. Defendant denies No. 11 of the Complaint.
12. Defendant denies No. 12 of the Complaint.
13. With regards to No. 13 of the Complaint, the Defendant denies same except to say that the Note and Mortgage speak for themselves.
14. With regards to No. 14 of the Complaint, Defendant denies same except to say that the Note speaks for itself.
15. Defendant admits No. 15 of the Complaint.
16. Defendant lacks the information needed to admit or deny No. 16 of the Complaint.
17. Defendant lacks the information needed to admit or deny No. 17 of the Complaint.

AFFIRMATIVE DEFENSE ONE- MOTION TO DISMISS- RULE 12-B-6-

18. Defendants repeat the previous items of this Answer as if retyped verbatim right here.
19. Defendant believes that this case should be dismissed per Rule 12-b-6, SCRCP, since the Complaint fails to state sufficient facts where relief can be granted. Specifically, the Complaint fails to state that the Plaintiff has complied with all conditions precedent.

RESERVATION

20. Defendants repeat the previous items of this Answer as if retyped verbatim right here.
21. Defendants reserve the right to supplement this Answer and change it as events come to light.

WHEREFORE, having completed their Answer, Defendant Grant moves for the following relief from this Court:

- A. Dismissal of this Case;
- B. Costs awarded to the Defendant Grant;
- C. Any other such relief that this Court deems equitable.

Sloan Law Firm, PA

s-William H. Sloan _____
William H. Sloan
SC Bar No. 69630
1055 North Main Street
Summerville, SC 29483
Tel: (843) 873-7531 | Fax: (843) 873-7527
whs@sloanlawfirm.net
Attorney for Defendant Terry Grant
December 11, 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 Lennette Grant and Catherine Alls,
Defendant(s).

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

**ANSWER OF DEFENDANT GRANT
TO AMENDED COMPLAINT
(Proposed Amended Answer)**

Comes now, Defendant Terry Lennette Grant, through her undersigned attorney, to
Answer the Amended Complaint filed against them by the Plaintiff in this case.

Any item that is not fully admitted is denied and strict proof thereof is demanded.

1. With regards to No. 1 of the Complaint, the Defendant, referring to Defendant Terry Lennette Grant, denies same and demands strict proof thereof. Further, Defendant makes a specific negative averment with regards to Rule 9(a), SCRCF.
2. With regards to No. 2 of the Complaint, the Defendant admits that she has an interest in the property that is the subject of this case. She further admits that the Court has subject matter jurisdiction over the case. Defendant lacks the information needed to admit or deny No. 2 of the Complaint with regards to Catherine Alls.
3. Defendant admits No. 3 of the Complaint.
4. Defendant admits No. 4 of the Complaint.
5. With regards to No. 5 of the Complaint, the Defendant admits that she signed the Mortgage mentioned in No. 5. The Defendant denies that the mentioned property is secured by the Mortgage.
6. Defendant admits No. 6 of the Complaint that a mortgage signed by Defendant Grant was recorded as stated. The Defendant Grant denies that the mortgage signed is applicable or a lien on the property described in No. 5 of the Complaint.
7. With regards to No. 7 of the Complaint, the Defendant admits that there was an Order for Summary Judgment on the legal description issue in the 2010 foreclosure case. Defendant denies that the mentioned Order is still binding since the Order in this case was vacated.

8. With regards to No. 8 of the Complaint, the Defendant admits that the Assignment of Mortgage was executed and recorded as stated without the information needed to admit or deny that the Assignment was valid to convey an interest in the property to the Plaintiff sufficient to foreclose.
9. Defendant denies No. 9 of the Complaint.
10. With regards to No. 10 of the Complaint, the Defendant admits that HMP is inapplicable since HMP has expired.
11. Defendant denies No. 11 of the Complaint.
12. Defendant denies No. 12 of the Complaint.
13. With regards to No. 13 of the Complaint, the Defendant denies same except to say that the Note and Mortgage speak for themselves.
14. With regards to No. 14 of the Complaint, Defendant denies same except to say that the Note speaks for itself.
15. Defendant admits No. 15 of the Complaint.
16. Defendant lacks the information needed to admit or deny No. 16 of the Complaint.
17. Defendant lacks the information needed to admit or deny No. 17 of the Complaint.

AFFIRMATIVE DEFENSE ONE- MOTION TO DISMISS- RULE 12-B-6-

18. Defendant repeats the previous items of this Answer as if retyped verbatim right here.
19. Defendant believes that this case should be dismissed per Rule 12-b-6, SCRCR, since the Complaint fails to state sufficient facts where relief can be granted. Specifically, the Complaint fails to state that the Plaintiff has complied with all conditions precedent.

AFFIRMATIVE DEFENSE ONE- LACHES

20. Defendant repeats the previous items of this Answer as if retyped verbatim right here.
21. Defendant asserts the equitable defense of laches on two counts.
22. The first count of laches is that the Plaintiff filed two causes of action for the same case and dismissed them both. One was dismissed shortly after filing and the second one resulted in a vacation of judgment obtained against Defendant.

RESERVATION

23. Defendants repeat the previous items of this Answer as if retyped verbatim right here.
24. Defendants reserve the right to supplement this Answer and change it as events come to light.

WHEREFORE, having completed their Answer, Defendant Grant moves for the following relief from this Court:

- A. Dismissal of this Case;
- B. Costs awarded to the Defendant Grant;
- C. Any other such relief that this Court deems equitable.

Sloan Law Firm, PA

s/William H. Sloan

William H. Sloan

SC Bar No. 69630

1055 North Main Street

Summerville, SC 29483

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

whs@sloanlawfirm.net

Attorney for Defendant Terry Grant

February 14, 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 Lennette Grant and Catherine Alls,
Defendant(s).

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

**MOTION TO AMEND ANSWER OF
DEFENDANT GRANT**

Comes now, Defendant Terry Lennette Grant, hereinafter referred to "Defendant," through her undersigned attorney to move to stay this case based on the following:

1. This is an action for foreclosure on the primary residence of the Defendant.
2. This is the third such foreclosure action filed by Plaintiff against the Defendant.
3. The first case filed by Plaintiff against Defendant was December 1, 2009 , Case No. 2009-CP-7-5612. This case was voluntarily dismissed before Defendant Grant was served per Rule 41-a, SCRCP.
4. The second case was filed by Plaintiff against Defendant on April 12, 2010, Case No. 2010-CP-7-1690 for the same cause of action as this case. This case went to judgment, but was vacated by the Order of this Court in January 2016.
5. The second case was heavily litigated for over three years by Defendant Grant and she incurred substantial time, effort and costs in defending herself pro-se. She did not consent to the vacation of the judgment which was entered into by this Court.
6. This third foreclosure action is for the same cause of action by the same Plaintiff against the same Defendant. Therefore, Rule 41, SCRCP applies in that two voluntary dismissals of a Complaint by the same Plaintiff against the same Defendant counts as an adjudication on the merits.
7. The effect of the two dismissals should allow Defendant to move to dismiss this case with prejudice, either per the language of Rule 41-a, SCRCP, or the doctrine of res judicata, *Georganne Apparel, Inc. vs. Todd*, 303 SC 87, 92, 399 SE 2nd 16, 19 (SC Ct. App. 1990).
8. Further, based on the foregoing, the Defendant Grant also wishes to Amend her answer to include the equitable defense of laches for the failure of Plaintiff to prosecute this action.
9. The issues that will be presented in a Proposed Answer, if approved by this Court, are not new issues that are not already being addressed in this case. Therefore, this would cause no prejudice to the Plaintiff, as contemplated by Rule 15, SCRCP.
10. The case law in South Carolina of Rule 15, SCRCP, states that the burden of establishing prejudice in taking leave to file a modified Answer lies with the Plaintiff. In addition, the

authority to allow the Amendment of the pleadings lies within the sound discretion of this Court. (*Foggie vs. CTX Transportation*, 313 SC 98, 103, 431 SE 2d 587, 590 (1993))

WHEREFORE DEFENDANT GRANT moves before this Court for the following:

- A. An Order allowing Defendant Grant to amend her answer consistent with the above;
- B. Any other such relief that this Court deems prudent, just and proper and equitable.

Sloan Law Firm, PA

s/William H. Sloan

William H. Sloan

SC Bar No. 69630

1055 North Main Street

Summerville, SC 29483

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

whs@sloanlawfirm.net

Attorney for Defendant(s) Terry Grant

February 14, 2018

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

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

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendants.

Civil Action No. 2016-CP-07-01466

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

I. INTRODUCTION AND FACTS

This matter came before The Honorable Marvin H. Dukes on a hearing on the Plaintiff's Motion for Summary Judgment on August 1, 2018. At the hearing, the parties were requested to submit further memoranda as to whether the Order Granting Plaintiff's Motion for Partial Summary Judgment entered in a prior action between the parties (SC Civil Action Number 2010-CP-07-01690, hereinafter the "prior action") remains in full force and effect given a subsequent order vacating judgment, Cancelling Lis Pendens, and Dismissing Case filed in that action on January 14, 2016, which dismissed the foreclosure portion of the action.

By way of background, the Plaintiff filed an Amended Complaint in the Prior Action on April 19, 2011. The Amended Complaint alleges two distinct causes of action: 1) Reformation of Legal Description contained in Plaintiff's Mortgage and 2) Foreclosure of Mortgage. A copy of the Amended Complaint is attached hereto and incorporated herein as Exhibit "1". Following the completion of discovery, the Plaintiff moved for partial summary judgment as to the Reformation

of Mortgage cause of action only. On February 7, 2014, this Court issued an order granting the Plaintiff's Motion for Partial Summary Judgment (attached hereto and incorporated herein as **Exhibit "2"**). The Order did not address the Plaintiff's foreclosure cause of the action and was not appealed.

Subsequently, the Plaintiff sought summary judgment as to the foreclosure portion of the Prior Action with said motion being granted May 28, 2014. A copy of the Order granting the foreclosure is attached hereto and incorporated herein as **Exhibit "3"**. Again, the causes of action were treated separately.

Thereafter, the Plaintiff decided not to pursue the foreclosure portion of that action and, as a result, an Order Vacating Judgment, Cancelling Lis Pendens, and Dismissing Case was entered on January 14, 2016, a copy of which is attached hereto and incorporated herein as **Exhibit "4"**. The Order, which specifically references only the May 28, 2014 Order of Foreclosure, provides that:

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. (emphasis added)*

The dismissal order did not address the Reformation of Mortgage cause of action nor did it reference vacating the February 7, 2014 Order granting the reformation of the Mortgage.

This memorandum will reflect that the order entered in the Prior Action on February 7, 2014 remains a valid order and should be given full force and effect and that based upon the doctrines of Res Judicata and Collateral Estoppel, the reformation cannot be challenged.

DISCUSSION

- I. The order entered in the prior action on February 7, 2014 remains the law of that case and should be given full force and effect based upon the doctrines of Res Judicata and Collateral Estoppel.**

The principle of res judicata prevents litigation of all grounds for, or defenses to, recovery that were previously available to the parties, regardless of whether they were asserted or determined in the prior proceeding. *See Zinn v. CFI Sales & Marketing, Ltd.*, 415 S.C. 93, 107, 780 S.E.2d 611, 618 (Ct. App. 2015). The application of res judicata is proper when three conditions are met:

- (1) the identities of the parties are the same as in the prior litigation;
- (2) the subject matter is the same as in the prior litigation; and
- (3) there was a prior adjudication of the issue by a court of competent jurisdiction.

Catawba Indian Nation v. State, 407 S.C. 526, 538, 756 S.E.2d 900, 907 (2014). All three elements are met in this case.

Likewise, the principal of collateral estoppel prevents the re-litigation of an issue already determined in a prior proceeding. Under South Carolina law the party asserting collateral estoppel must show this issue was:

- (1) actually, litigated in the prior action;
- (2) directly determined in the prior action; and
- (3) necessary to support the prior judgment.

Carolina Renewal, Inc. v. S.C. Dep't of Transp., 385 S.C. 550, 554 (Ct. App. 2009).

It is undisputed that all of the elements of Res Judicata and Collateral Estoppel are applicable to the issue of the reformation of the subject Mortgage so long as the February 7, 2014 Order remains in effect. Based upon the clear and unambiguous language of the January 14, 2016 Order Vacating the Judgment and dismissing the Prior Action, this Court's February 7, 2014 Order

reforming the subject Mortgage remains in full effect. A ruling declaring that Order granting the reformation of mortgage cause of action was subsequently vacated would assign no importance to the clear and plain meaning of the qualifying language of the Order Vacating the foreclosure portion of the judgment which limits the portion of the action being vacated to the foreclosure only. "To assign no importance to these words undercuts conventional usage of judges in this State, denies the plain meaning of the words, and impairs the ability of a court to enforce its orders". *Western Carolina Regional Sewer Authority v. Bell*, 285 S.C. 375, 375, 329 S.E.2d 763, 763 (1985). In *Western Carolina Regional Sewer Authority v. Bell*, despite the clear terms of the courts supplemental order, Mr. Bell refused to pay his bill as he also has an extension of time to prepare his case for appeal of the original order. *Id.* at 366, 374. As a result of his failure to comply, he was held in contempt and the Court of Appeals reversed the contempt order, *Id.* The South Carolina Supreme Court quashed the opinion of the Court of Appeals and upheld the trial court as the order was clear and unambiguous. *Id.* The Supreme Court treated the original and supplemental orders separately and noted no appeal was taken from the supplemental order. *Id.* Therefore, it is clear that the Order reforming the subject Mortgage remains a valid order of the Court and any challenge thereto would be barred by the doctrines of Res Judicata and Collateral Estoppel.

CONCLUSION

For the reasons set forth above, the Court should grant the Plaintiff's Motion for Summary Judgment in the present action and enforce the February 7, 2014 Order, in the prior action, granting

the Plaintiff Summary Judgment as to its Reformation of Mortgage cause of action.

Respectfully Submitted,

By: s/ Genevieve S. Johnson
Genevieve S. Johnson, SC Bar No: 78480
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
Phone: 803-454-3540

Columbia, South Carolina
August 15, 2018

COPY

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

PLAINTIFF,

vs.

Terry Lennette Grant; Catherine Alls; and
Lindberg Bing,

DEFENDANT(S).

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

**AMENDED
COMPLAINT**

(NON-JURY MORTGAGE FORECLOSURE
AND REFORMATION)

11 APR 19 AM 11:19
JESSICA M. ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

The Plaintiff alleges as follows:

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

FOR A FIRST CAUSE OF ACTION

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

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

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

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

ALSO

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

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

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

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

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

(a) By deed dated August 9, 2001, and recorded August 24, 2001 in Book 1463 at Page 54, and Corrected Deed recorded February 10, 2004 in Book 1908 at Page 2034, Terry Grant Enterprises, Inc. conveyed to Terry Lennette Grant all that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.95 acres, more or less.

(b) By Quit Claim Deed dated March 17, 2004, and recorded March 18, 2004 in Book 1924 at Page 2538 Lindberg Bing intended to convey to Terry Lennette Grant all of Lot identified as R510-007-000-017B for a total of 1.54 Acres, Save and Except 0.38 acres.

- (c) By Quit Claim Deed dated March 17, 2004 and recorded March 18, 2004 in Book 1924 at Page 2535, Terry Lennette Grant intended to convey to Lindberg Bing a 0.10 acre portion of Lot identified as R510-007-000-018A.
- (d) Thereafter by Deed dated March 7, 2005, and recorded November 21, 2005 in Book 2272 at Page 1350, Lindberg Bing conveyed to Joseph H. Seguin and Dawn R. Seguin both the 0.10 Acres, and 0.38 Acres on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" recorded in Plat Book 98 at Page 75.

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

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

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

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.95 Acres, on A Boundary Plat of R500-007-000-018A, a section of Wild Horse Road Area, prepared for Ms. Terry Grant by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, dated February 5, 2004 and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 97 at Page 107.

ALSO:

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

EXCEPTING THEREFORM:

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

ALSO:

All that certain piece, parcel or lot of land, including improvements thereof if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina; more particularly shown and identified as formerly part of 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.

TMS #: R510 007 000 018A 0000

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

FOR A SECOND CAUSE OF ACTION

(Foreclosure of Mortgage)

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

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

FOR A BOTH CAUSES OF ACTION

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

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

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

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

- (a) Lingberg Bing, by virtue of the Quit Claim Deed dated March 17, 2004, and recorded March 18, 2004, in Book 1924 at Page 2538, which was very vague in describing the 1.54 Acres, Save and Except 0.38 conveyed to Terry Lennette Grant.

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

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

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

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

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

2. The said Plaintiff's Mortgage be declared a first mortgage lien and that the said Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any

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

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

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

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

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

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

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

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

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

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

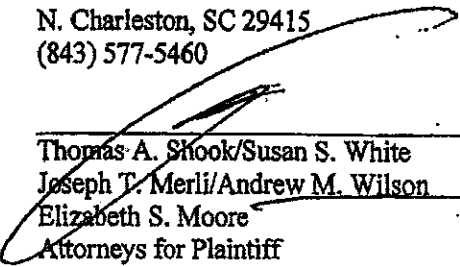
9. An Order be entered granting the appointment of a Receiver to secure and supervise the rental of the property sought to be foreclosed with authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security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

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

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

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

By:


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

April 13, 2011

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

1. As of April 1, 2011, you owe \$889,466.05. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph 6 of this Notice.
2. Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 is the Creditor to whom the debt is owed.
3. The debt described in this Notice will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after receipt of this notice, dispute the validity of the debt or some portion thereof.
4. If you, the Debtor, notify the Creditor's law firm in writing, within thirty (30) days from receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will cease all collection activities until it obtains and provides to you a verification of the debt, and a copy of the verification will be mailed to you, the debtor, by the Creditor's law firm.
5. If the Creditor named in the attached letter is not the original Creditor, and if you make a written request to the Creditor's law firm within thirty (30) days, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to Finkel Law Firm LLC, Post Office Box 71727, N. Charleston, SC 29415, or call (843) 577-5460.
7. Please be advised that the time period in which you have to dispute the amount of your debt and request additional information does not alter or affect the time period set forth in the South Carolina Rules of Civil Procedure for the filing of an answer or other responsive pleading to the Complaint.
8. If the Debtor has received a discharge of the debt described in paragraph one pursuant to the United States Bankruptcy Code, then neither Creditor nor its law firm is seeking to collect any portion of the debt and all information contained herein is supplied for informational purposes only. Any pending or ensuing legal action by Creditor's law firm will undertake to foreclose a valid security interest only and neither is intended nor will operate as any effort to collect upon any debt that has been so discharged.

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

Exhibit 2

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS

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

Case No. 2010-CP-07-1690

Plaintiff,)

vs.)

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

Defendants.)

ORDER GRANTING PLAINTIFF'S
MOTION FOR PARTIAL
SUMMARY JUDGMENT

(not ending action)

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

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

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

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

Plaintiff's Mortgage Reformation Claim

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

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

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

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

ALSO

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

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

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

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

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

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

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

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

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

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

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

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

ALSO:

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

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

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

TMS #: R510 007 000 018A 0000

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

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

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

Easement Claims

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ALSO:

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

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

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

TMS #: R510 007 000 018A 0000

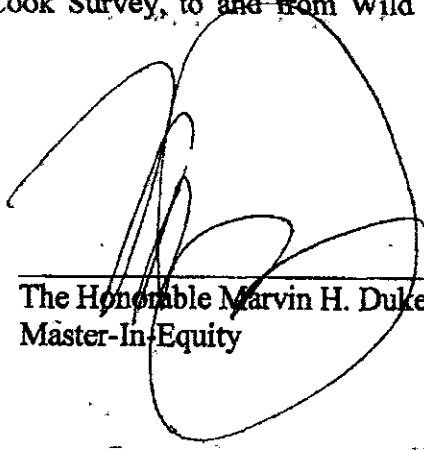
Property Address: 226 Wildhorse Road, Hilton Head Island, SC

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

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

AND IT IS SO ORDERED.

2/7, 2014
Beaufort, South Carolina


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

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2010 CP-07-1690

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

Terry Lennette Grant; Catherine Alls; and
Lindberg Bing

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Demetri K. Koutrakos, Esquire

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

DISPOSITION TYPE (CHECK ONE)

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

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

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

ORDER INFORMATION

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

INFORMATION FOR THE JUDGMENT INDEX

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

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

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

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

ALSO:

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

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

TMS #: R510 007 000 018A 0000

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

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

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

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

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

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

Exhibit 3

COPY

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

PLAINTIFF,

vs.

Terry Lennette Grant; Catherine Alls; and
Lindberg Bing,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2010-CP-07-1690ORDER AND JUDGMENT OF
FORECLOSURE AND SALE
(DEFICIENCY REQUESTED AGAINST
TERRY LENNETTE GRANT)TO: Joanne Tomasini
FINKEL LAW FIRM LLC
Attorneys for the Plaintiff

ANSWERING DEFENDANTS:

Terry Lennette Grant, *Pro Se*

THIS MATTER having been opened to the Court upon the filing of the Motion for Summary Judgment by Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, ("Plaintiff") for the foreclosure of a residential mortgage on property owned by Terry Lennette Grant ("Defendant"); the Court having considered the facts and law cited in the Motion, Plaintiff's Affidavit in Support of Summary Judgment together with supporting exhibits annexed thereto; the Court having conducted a hearing on the Motion on May 28, 2014; the Court having considered the oral arguments of counsel and Defendant; there being no material facts in dispute and good and sufficient cause having been shown.

Pursuant to Rule 53 SCRPC, the above-entitled matter was referred. Any appeal from any order or judgment issued by the master or special referee shall be to the Supreme Court or the Court of Appeals as provided by the South Carolina Appellate Court Rules. Pursuant to the said Order of Reference, a hearing was held and was attended by counsel and Defendant. From the testimony, affidavits and evidence, I find, conclude and order as follows:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Based upon the Certification of Mortgagor Non-Compliance filed herein, and pursuant to the Administrative Order issued by the Chief Justice of the Supreme Court of South Carolina on May 2,

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

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

3. The Summons and Complaint were filed on April 12, 2010, and an Amended Summons and Complaint was filed on June 12, 2013.

4. Service was made upon the Defendant(s) named in this Report as is shown by the proof(s) of service filed herein.

5. The Defendant(s) Catherine Alls and Lindberg Bing are in default as shown by Affidavit(s) on file herein.

6. Terry Lennette Grant, *pro se* served an Answer on the Plaintiff, which is on file herein.

7. All of the defendants herein and/or all attorneys of record were notified of the time, date and place of the hearing in this matter on May 1, 2014.

8. According to the Affidavit filed herein, the Defendant(s) are not in the Military Service of the United States of America, as contemplated under the Servicemembers Civil Relief Act (2003), and any amendments thereto.

9. Plaintiff moved for Partial Summary Judgment on the reformation of Mortgage. As a result the Order Granting Plaintiff's Motion for Partial Summary Judgment was entered on February 7, 2014. We hereby incorporate by reference all the terms of the Order Granting Plaintiff's Motion for Partial Summary Judgment.

10. By virtue of the Order and Partial Judgment entered February 7, 2014, the Mortgage was reformed to encumber the real property identified by TMS# R510 007 000 018A 0000, and the following property address: 226 Wildhorse Road, Hilton Head Island, South Carolina 29926.

11. Subsequently, Plaintiff moved for summary judgment on the foreclosure and in support thereof, filed an Affidavit in Support of Summary Judgment and a separate Affidavit of Verified Statement of Account, both executed by an authorized representative to evidence all relevant facts in this claim. "Once the moving party carries its initial burden, the opposing party must come forward with specific facts that show there is a genuine issue of fact remaining for trial. Sides v. Greenville Hosp. Sys., 362 S.C. 250, 255, 607 S.E.2D 362, 364 (Ct. App. 2004). "[A]ssertions as to liability must be more than mere bald allegations made by the non-moving party in order to create a genuine issue of material fact." Jackson v. Bermuda Sands, Inc., 383 S.C. 11, 17, 677 S.E.2d 612,616 (Ct. App. 2009).

12. Defendant Terry Lennette Grant did not file an opposing affidavit made on personal knowledge, setting forth the facts as would be admissible in evidence, that show there is a genuine issue

of material fact remaining for trial. Accordingly, I find that no genuine issue of material fact exists, and that based on the following facts, summary judgment is in favor of Plaintiff is proper.

13. For value received, Terry Lennette Grant made, executed and delivered a Note dated September 18, 2006, promising thereby to pay to the order of Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., the sum of \$680,000.00, with interest at an adjustable rate pursuant to the terms of the Note.

14. To better secure the payment of the Note described above, the said Terry Lennette Grant made, executed and delivered to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., a Mortgage in writing, dated September 18, 2006, covering real property in Beaufort County, which is the same as that described in the Complaint and subsequent Amended Pleadings. The Mortgage was filed on September 26, 2006, and is of record in the Office of the Register of Deeds for Beaufort County in Book 2448 at Page 823.

15. This Mortgage constitutes a First mortgage lien on the subject property.

16. By Assignment of Mortgage dated December 2, 2009, and recorded December 10, 2009, in Book 2915 at Page 902, in the Office of the Register of Deeds for Beaufort County, Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc. assigned the subject Note and Mortgage to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, the present lienholder and Plaintiff herein.

17. The following is a description of the mortgaged premises herein ordered to be sold:

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

ALSO:

A non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through those certain parcels owned by Terry Lennette Grant described as Parcel B and Access & Drain Field

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

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

TMS #: R510 007 000 018A 0000

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

18. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP), however the loan is not subject to modification based upon all efforts have been exhausted without resulting in a modification.

19. Payment due on the Note has not been made as provided for therein, and Plaintiff, as the holder thereof, has elected to require immediate payment of the entire amount due thereon and has placed the Note and Mortgage in the hands of an attorney for collection.

20. The titleholder(s) of record in and to the subject property as of the filing of the Lis Pendens in this action is Terry Lennette Grant.

21. Counsel for Plaintiff filed an affidavit of attorney's fees and costs in this case, which was not contested, and, therefore, I find as fact herein. Having considered the nature, extent and difficulty of the services rendered, the time involved in reviewing the various documents, performing the title search, preparing the pleadings, attending hearings and argument, the professional standing of counsel, the fee customarily charged for similar services, and the beneficial results obtained for Plaintiff, I find that the sum of \$4,299.27 is a reasonable fee to allow under the terms of the Note and Mortgage as attorney's fees for Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of

the action. The plaintiff has advanced \$1,190.00 to its counsel as partial payment of the attorney's fee, and this amount is included in the corporate advances.

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

Principal due as of January 1, 2008	\$672,991.46
Interest from December 1, 2007 through May 28, 2014 at 7.75%	\$339,775.14
Late Charges	\$732.71
Escrow adjustments (debits and credits)	\$76,078.31
Additional Costs and Fees (See attached Affidavit of Amount Due)	\$13,899.74
Cost of Collections prior to hearing	\$90.62
Attorney Fees (awarded but unpaid)	\$4,299.27
TOTAL DEBT secured by Note and Mortgage, including interest to date shown	\$1,107,867.25

Interest for the period from May 28, 2014 as shown above at the rate of 7.75% shall be added to the Principal Balance shown above through the date this Judgment is filed. After the date of judgment, interest at the rate of 7.75% on the total judgment debt should be added to such judgment debt to comprise the amount of Plaintiff's debt secured by the Mortgage.

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

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

- (a) Lingberg Bing, by virtue of the Quit Claim Deed dated March 17, 2004, and recorded March 18, 2004, in Book 1924 at Page 2538, which was perhaps vague in describing a 1.54 acres parcel, save and except 0.38 acres, conveyed to Terry Lennette Grant.

The Quit Claim Deed recorded in Book 1924 at Page 2538 was a valid transfer of the 1.54 acres parcel, save and except 0.38 acres, to Defendant Terry Lennette Grant and therefore Defendant Lindberg Bing has no interest in and to the Mortgaged Property.

- (b) Catherine Alls by virtue of a judgment against Terry Grant, filed August 5, 2009, Judgment Roll No. 2009-CP-07-1098, in the amount of \$6,600.00.

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

IT IS THEREFORE ORDERED:

1. Plaintiff's Motion Summary Judgment against Terry Lennette Grant is granted.
2. Based on the allegations in the Complaint and the evidence presented, I hereby order the defendant Lindberg Bing, no longer has any interest in the subject property.
3. Judgment is hereby entered in favor of Plaintiff against the Defendants on all causes of actions/defenses asserted by the Defendant in their Answer.
4. There is due to Plaintiff on the obligation and Mortgage set forth in the Complaint the sum of \$1,107,867.25, representing the "Total Debt" due Plaintiff as set forth in the Findings of Fact, *supra*, together with interest at the rate provided therein from the date aforesaid to the date hereof.
5. The amount due in the preceding paragraph (the "Total Debt" as set forth in the Findings of Fact, *supra*, and later accrued interest) shall constitute the total judgment debt due the Plaintiff and shall bear interest hereafter at the rate of 7.75%.
6. The Defendant(s) liable for the aforesaid Mortgage debt shall, on or before the date of sale of the property hereinafter described, pay to Plaintiff, or Plaintiff's attorney, the amount of Plaintiff's debt as aforesaid, together with the costs and disbursements of this action. If such debt is paid in full, then the foreclosure sale shall be cancelled.
7. On default of payment at or before the time herein indicated, the mortgaged premises described in the Complaint, as hereinafter set forth, shall be sold by the Master in Equity, or his agent under the direction of the Master in Equity, at public auction, at the Beaufort County Courthouse, Beaufort, South Carolina, on some convenient sales day hereafter (and should the regular day of judicial sales fall on a legal holiday, then and in such event, the sales day shall be on Tuesday next succeeding such holiday), on the following terms, that is to say:
 - A. **FOR CASH:** The Master in Equity will require a deposit of 5% on the amount of the bid (in cash or equivalent), same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within 20 days, the deposit may be forfeited without further hearing and applied to the costs and Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.75%.
 - C. The sale shall be subject to taxes and assessments, existing easements and easements and restrictions of record.

- D. This Mortgage constitutes a first lien on the subject property.
- E. Purchaser to pay for deed preparation and costs of recording the Deed, and transfer taxes.

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

9. The Master in Equity will, by advertisement according to law, give notice of the time, date, place of sale, and the terms thereof, which Notice of Sale is incorporated herein by reference; and will execute to the Purchaser, or Purchasers, a deed to the premises sold. Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the Purchaser, or Purchasers, should fail to comply with the terms thereof within 20 days after date of sale, then the Master in Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the highest bidder, and so from time to time thereafter until a full compliance shall be secured.

10. Should Plaintiff, Plaintiff's attorney, or Plaintiff's agent fail to appear on the day of sale, the property shall not be sold, and in that event any such sale shall be null and void and of no force and effect. The property shall be re-advertised and sold at some convenient sales day thereafter when Plaintiff, Plaintiff's attorney, or Plaintiff's agent is present.

11. That the Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment of Plaintiff, or Plaintiff's attorney, of the amount of Plaintiff's debt and interest, so much thereof as the purchase money will pay on the same.

NEXT: Any surplus funds will be held pending further order of the Court.

12. **IT IS FURTHER ORDERED** that in the event the successful bidder is other than the Defendant(s) in possession herein; upon full compliance with the bid, and upon issuance of a Writ of Assistance by this Court, the Sheriff of Beaufort County is ordered and directed to eject and remove from the premises the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.

13. **IT IS FURTHER ORDERED** that, in the event the successful bidder is other than the Defendant(s) in possession herein and the occupant(s) have voluntarily vacated the premises or have been ejected from the premises leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said premises, upon full compliance with the bid, Purchaser is authorized to remove therefrom all

furnishings, fixtures and items not subject to the lien of Plaintiff's mortgage, which personal property, being deemed abandoned, shall be removed by Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

14. **IT IS FURTHER ORDERED** that, in addition to all parties deemed by law to have received constructive notice of the action herein, the Defendant(s) named herein and all persons whomsoever claiming under said defendant(s), be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.

15. **IT IS FURTHER ORDERED** that the Deed of conveyances made pursuant to said sale shall contain the names of only the first named Plaintiff and the first named Defendant and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of filing of the notice of pendency of the within action, and the name of the grantee, and the Register of Deeds is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said Deed.

16. **IT IS FURTHER ORDERED** that the Master in Equity will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, issuing a Writ of Assistance and hearing any issues involving appraisal proceedings under Section 29-3-680 *et seq.*, South Carolina Code of Laws (1976), as amended.

17. Plaintiff does not warrant its title search to purchasers at foreclosure sale or other third parties, who should have their own title search performed on the subject property.

18. The Master in Equity shall direct the Register of Deeds to release of record the Mortgage lien being foreclosed, all subordinate liens and all prior liens ordered satisfied herein, after the Order Confirming Sale and Disbursements has been executed and filed. Plaintiff's Mortgage lien is described as follows:

That certain Mortgage given by Terry Lennette Grant to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc. dated September 18, 2006 and recorded in the Office of the Register of Deeds for Beaufort County on September 26, 2006 in Book 2448 at Page 823.

19. The following is a description of the premises herein ordered to be sold:

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

December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 96 at Page 191.

ALSO:

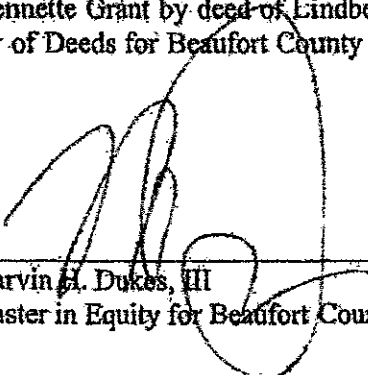
A non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through those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

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

TMS #: R510 007 000 018A 0000

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

This being the same property conveyed to Terry Lennette Grant by deed of Lindberg Bing, dated March 17, 2004 and recorded in the Office of the Register of Deeds for Beaufort County on March 18, 2004 in Deed Book 1924 at Page 2538.


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

Beaufort, South Carolina

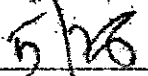
 2014

Exhibit 4

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2010-CP-07-01690

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

Catherine Alls; Terry Lennette Grant; Lindberg Bing

DEFENDANT(S)

PLAINTIFF(S)

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

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

DISPOSITION TYPE (CHECK ONE)

☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.

☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

☒ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☒ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled); ☐ Other

☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j), SCRPC; ☐ Bankruptcy; ☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other

☐ **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 : ORDER OF DISMISSAL

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-5	Terry Lennette Grant	To be determined upon completion of foreclosure sale

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

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

ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R510 007 000 018A 0000, being 0.10 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75, SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property. This being the same property conveyed to the within Mortgagor(s) by deed of Lindberg Bing dated March 17, 2004 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1924 at Page 2538. The within Mortgage was prepared in the law office of WOLF & MOGIL, LLC, 94 Main Street, Suite C-102, Hilton Head Island, South Carolina 29926, by Peter L. Wolf, Esq.

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

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the 14 day of July, 2016 and a copy mailed first class or placed in the appropriate attorney's box on this 20 day of July, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Catherine Alls; Terry Lennette Grant; Lindberg Bing
ATTORNEY(S) FOR THE DEFENDANT(S)

ATTORNEY(S) FOR THE PLAINTIFF(S)


CLERK OF COURT

Court Reporter: John A Sullivan

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.

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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

Plaintiff,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

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

MOTION TO RESTORE

The undersigned attorney for Brock & Scott, PLLC, Attorneys for the Plaintiff, has moved before this Court to restore the above-captioned case. Based upon the record in this case, I make the following findings of salient fact and conclusion of law:

1. In the above-captioned action, at the request of the Plaintiff, the case was stricken from the file book by an Order of Stay filed previously with the Beaufort County Clerk of Court due to the Defendant(s), Terry Lennette Grant filing under Chapter 13 of the United States Bankruptcy Code.

2. The bankruptcy has been dismissed by order of the Bankruptcy Court dated December 18, 2018 (a copy attached hereto as Exhibit "A").

3. In the interest of judicial economy, justice and equity and for good cause shown, this case shall be restored.



4. This case has been referred to The Honorable Marvin H. Dukes, III, Master In Equity for Beaufort County for final disposition, and a final hearing shall be held at such date and time as may hereinafter be set.

I SO MOVE:

s/ William P. Stork

William P. Stork, SC Bar #: 100242
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff
William.Stork@brockandscott.com

IN RE:

Terry Lennette Grant-Robinson

Debtor(s).

CHAPTER 13

CASE NO: 18-04096-JW

ORDER DISMISSING CASE ON MOTION OF
DEBTOR(S)

This matter is before the Court on a motion to dismiss pursuant to 11 U.S.C. § 1307(b) filed by Terry Lennette Grant-Robinson.

IT IS ORDERED that:

1. The case of Terry Lennette Grant-Robinson is dismissed; and
2. Any fees due to the Clerk of Court pursuant to 28 U.S.C. § 1930 and the appendix thereto, shall be paid within ten (10) days of the entry of this Order, unless otherwise ordered by the Court.

AND IT IS SO ORDERED.

Notice Recipients

District/Off: 0420-2

User: beaulieu

Date Created: 12/18/2018

Case: 18-04096-jw

Form ID: pdf01

Total: 38

Recipients of Notice of Electronic Filing:

ust US Trustee's Office USTPRegion04.CO.ECF@usdoj.gov
tr James M. Wyman 13info@charleston13.com
aty Brian A. Calub bcalub@mcguirewoods.com
aty Michael Glen Matthews matthews.michaels@gmail.com
aty Travis E. Menk travis.menk@brockandscott.com

TOTAL: 5

Recipients submitted to the BNC (Bankruptcy Noticing Center):

db Terry Lennette Grant-Robinson P O Box 21936 Hilton Head Island, SC 29925
cr PRA Receivables Management, LLC Synchrony Bank PO Box 41021 Norfolk, VA 23541
cr 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 Ocwen Loan Servicing, LLC 1661
Worthington Road, Suite 100 West Palm Beach, FL 33409
543515403 Ashley Funding Services, LLC its successors and assigns as assignee of Laboratory Corporation of
America Holdings Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587
543515194 Ashley Funding Services, LLC its successors and assigns as assignee of Syndicated Office Systems,
Inc. Resurgent Capital Services PO Box 10587 Greenville, SC 29603-0587
543479414 Atlantic Radiology P O box 116287 Atlanta GA 30368
543479415 Beaufort County Taxes P O Box 487 Beaufort SC 29901
543479416 Beaufort County Taxes P O Box 487 Beaufort SC 29901
543479418 CBCS-Hilton Head Med Ctr and Clinics P O Box 163279 Columbus OH 43216
543479417 Catherine Aills Michael C Tanner, Esquire 392 Second Street Bamberg SC 29903
543479419 Christopher Robinson 13369 Lowcountry Highway Ruffin SC 29475
543479420 Coastal Carolina Medical Center P O Box 741261 Atlanta GA 30374
543479421 Department of Education Navient P O Box 9635 Wilkes Barre PA 18773
543479422 Deutsche Bank National Trust Company Brock and Scott PLLC 3800 Fernandina Road Ste
110 Columbia SC 29210
543511868 Deutsche Bank National Trust Company as Trustee fo Ocwen Loan Servicing, LLC Attn: Bankruptcy
Department PO BOX 24605 West Palm Beach, FL 33416-4605
543479423 Hilton Head Hospital 25 Hospital Center Dr. Hilton Head Island SC 29926
543511742 Hilton Head Emergency Physicians, INC PO Box 1123 Minneapolis, MN 55440-1123
543479424 Hilton Head Physician Network PO Box 14000 Belfast ME 04915
543479425 Hilton Head Regional P O Box 741204 Atlanta GA 30384
543479426 Internal Revenue Service 1835 Assembly Street MDP 39 Columbia SC 29201
543479427 Kubota Credit Corp P O Box 2046 Grapevine TX 76099
543479428 Kubota Credit Corp P O Box 2046 Grapevine TX 76099
543512592 Kubota Credit Corporation PO Box 9013 Addison, Texas 75001
543514498 Kubota Credit Corporation PO Box 9013 Addison, Texas 75001
543500297 LVNV Funding, LLC its successors and assigns as assignee of GE Money Bank Resurgent Capital
Services PO Box 10587 Greenville, SC 29603-0587
543516203 Navient Solutions, LLC on behalf of Department of Education Loan Services PO Box 9635 Wilkes
Barre, PA 18773-9635
543479429 Navy Federal Credit Union P O Box 3000 Merrifield VA 22119
543479430 Navy Federal Credit Union P O Box 3000 Merrifield VA 22119
543480775 PRA Receivables Management, LLC PO Box 41021 Norfolk, VA 23541
543479431 South Carolina Dept of Revenue 301 Gervais Street Columbia SC 29214
543479432 Transworld Systems Riverside WoWC Baylor 9525 Sweet Valley Drive Bldg A Cleveland OH
44125
543479434 US Attorney for South Carolina 1441 Main SStreet Ste 500 Columbia SC 29201
543479433 United States of America Office of the Attorney General Tenth Street at Constitution
Avenue Washington DC 20530

TOTAL: 33

ELECTRONICALLY FILED - 2020 May 05 8:25 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701466

**U.S. BANKRUPTCY COURT
District of South Carolina**

Case Number: **18-04096-jw**

EXHIBIT
" A "

ORDER ON MOTION TO DISMISS CASE

The relief set forth on the following pages, for a total of 2 pages including this page, is hereby ORDERED.

**FILED BY THE COURT
12/18/2018**



Entered: 12/18/2018

John E. Waites

US Bankruptcy Judge ©
District of South Carolina

~~LEFT BLANK~~
NOT COUNTED

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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

Plaintiff,

v.

Terry Lennette Grant; Catherine Aills,

Defendant(s)

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

**AFFIDAVIT IN SUPPORT OF
JUDGMENT**

Personally appeared, who being duly sworn, deposes and says:

1. My name is Chastrie R Eloi and I am Contract Management Coordinator of PHH Mortgage Corporation. ("PHH"), servicer for Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-5 ("Plaintiff"), the plaintiff in the above-captioned cause of action. As Servicer, PHH Mortgage Corporation is authorized to testify on behalf of the Plaintiff as is evidenced by the Power of Attorney attached and incorporated hereto as Exhibit "A". As such, I am authorized to execute this affidavit.

2. As a mortgage servicer, PHH Mortgage Corporation collects payments from borrowers and maintains up-to-date electronic records concerning the loans it services in its electronic record-keeping system. I have access to PHH Mortgage Corporation's business records, including the business records for and relating to the subject loan. I make this affidavit based upon my review of those records relating to the Borrower(s)'s loan and from my own personal knowledge of how the records are kept and maintained. The loan records are maintained by PHH Mortgage Corporation in the course of its regularly conducted business activities and are made at or near the

time of the event, by or from information transmitted by a person with personal knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.

3. To the extent that the business records of the loan in this matter were created by a prior servicer, the prior servicer's records for the loan were integrated and boarded into PHH Mortgage Corporation's systems, such that the prior servicer's records concerning the loan are now part of PHH Mortgage Corporation's business records. PHH Mortgage Corporation conducts quality control and verification of the information received from the prior servicer as part of the boarding process to ensure the accuracy of the boarded records. It is the regular practice of PHH Mortgage Corporation to integrate prior servicers' records into PHH Mortgage Corporation's business records, and to rely upon the accuracy of those boarded records in providing its loan servicing functions. These prior servicer records are integrated and relied upon by PHH Mortgage Corporation as part of PHH Mortgage Corporation's business records.

4. In connection with making this affidavit, I have acquired personal knowledge of the matters stated herein by personally examining the business records pertaining to the subject loan.

5. My review of the Servicing Records reveals that on September 18, 2006, Terry Lennette Grant obtained a mortgage loan from NovaStar Mortgage, Inc., A Virginia Corporation and signed a promissory note (the "Note") in the amount of Six Hundred Eighty Thousand Dollars and 00/100 (\$680,000.00), with interest accruing at an adjustable rate initially of 7.75% per annum, payable to NovaStar Mortgage, Inc., A true and accurate copy of the Note is attached and incorporated herein as **Exhibit "B"**.

6. In order to secure payment of the Note, Terry Lennette Grant signed and delivered a Mortgage (the "Mortgage") to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc. dated September 18, 2006, encumbering the real property which is subject of this action and is commonly known as 226 Wild horse Road, Hilton Head Island, SC 29926. The Mortgage was recorded with the Beaufort County Register of Deeds on September 26, 2006 in Book 02448 at Page 0823. A true and accurate copy of the Mortgage is attached and incorporated herein as **Exhibit "C"**.

7. Thereafter, said Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 its successors and assigns by assignment instrument (the 'Assignment') dated December 2, 2009 and recorded with Beaufort County on December 10, 2009 in Book 02915 at Page 0902. A true and accurate copy of the Assignment is attached and incorporated herein as **Exhibit "D"**.

8. I have reviewed the business records of the Borrower's Loan account and determined that there has been a default in payments required under the Note and Mortgage. I have attached and incorporated hereto a true and accurate transaction history from the inception of the loan to present (the 'Payment History') that shows how payments were made and applied under the Note and Mortgage as **Exhibit "E"**. This transaction history shows that the subject Loan is in default since January 1, 2008.

9. As Contract Management Coordinator of PHH Mortgage Corporation, I am personally familiar with Ocwen Loan Servicing, LLC standard mailing practices and procedures as Ocwen Loan Servicing, LLC merged with and into PHH Mortgage Corporation with PHH Mortgage Corporation being the surviving entity. A copy of the certificate of merger is attached hereto as **Exhibit "F"**. Ocwen Loan Servicing, LLC's standard mailing practices are designed to ensure that items are properly addressed and mailed. Pursuant to Ocwen Loan Servicing, LLC's standard mailing practices, notices of default are posted, addressed, and delivered to the exclusive care of the United States Postal Service in a postage paid, properly addressed envelope on the date of the notice. Ocwen Loan Servicing, LLC does not upload copies of its notices of default into its imaging system until they are mailed. The notice(s) of default are attached hereto as **Exhibit "G"**. Based upon Ocwen Loan Servicing, LLC's standard mailing practices, as well as my review of the notice(s) of default, I can confirm that the notice(s) of default dated November 18, 2015 and attached hereto were sent to the Borrower at PO Box 21936, Hilton Head Island, SC 29925-1936 by first class mail on that date.

10. My review of the Servicing Records reveals that, despite demand, the subject loan remains delinquent and the loan balance has been accelerated and the entire amount of the loan is due and payable.

11. As of February 03, 2021, the following principal, interest, and advance balances, which are secured by the mortgage being foreclosed, have been incurred exclusive of attorney's fees and costs:

Principal due on the note	\$672,991.46
Deferred Principal Balance	\$0.00
Interest (at date of default 7.75000%) from 12/01/2007 to 02/03/2021	\$688,278.85
Late Charges	\$2,681.27
Escrow Balance:	\$169,542.43
Taxes for the Year(s) 2019-2020	\$6,366.94
Insurance for the Year(s) 2019-2021	\$17,276.08
Escrow Payments/Credits	\$0.00
Prior Servicer Escrow Balance (if applicable)	\$145,899.41
Interest Arrearage	\$0.00
Prior servicer fees	\$2,672.03
Suspense Account (debits/credits)	\$0.00
Additional Costs:	
Property Inspections	\$341.50
Property Valuation Fee/BPO	\$0.00
Property Preservation/Maintenance Fee	\$0.00
Certified Mail Cost	\$0.00
Bankruptcy Costs	\$0.00
Title Search Expenses	\$0.00
Foreclosure Fee/Costs (paid through 09/23/2020)	\$1,893.24
Prior Servicer Foreclosure Fee/Costs (paid through 09/12/2018)	\$38,628.98

Prior Servicer Bankruptcy Fee
Total Due

\$1,000.00
\$1,578,029.76

The current interest rate is 7.75% Per diem interest in the amount of \$142.90 will accrue on the principal unless there is an interest rate change as set forth in the Note. The per diem interest will then accrue on the principal until the next interest rate change date and accrue thereafter in accordance with the variable rate as set forth in the Note. Business records supporting the above-referenced account data are attached as Exhibit "H".

12. The Servicing Records further reveal that there has not been any extensions, modifications, or agreements between the parties to delay this foreclosure action.

13. As a result of the default on the loan, Plaintiff was forced to retain legal counsel to enforce the terms of the Note and Mortgage and has incurred attorneys' fees and costs.

14. This document further authorizes the Bröck and Scott, PLLC, or its associated counsel, to present loan documents into evidence in this proceeding and to also testify on behalf of the Plaintiff in the above foreclosure action as to matters related to their role as attorneys for the Plaintiff.

Based on the foregoing, 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 has the right to foreclose.

Date: 11 day of February 2021

By: Chastie R Eloi

Name: Chastie R. Eloi

Title: Contract Management Coordinator
PHH Mortgage Corporation servicer for Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-5

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of February 2021, by Chastie R Eloi as Contract Management Coordinator for PHH Mortgage Corporation, as servicer for Deutsche Bank National Trust Company as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 NovaStar Home Equity Loan Asset-Backed Certificates, Series 2006-5, who is personally known to me or who has produced _____ as identification.



Signature of Notary Public

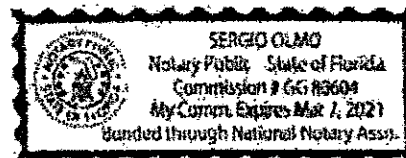
Name of Notary Public: Sergio Olmo

Notary Commission Expiration Date: 3/7/2021

Personally known: X

OR Produced Identification:

Type of Identification Produced:



AFTER RECORDING RETURN TO:

PHH MORTGAGE CORPORATION
 5720 PREMIER PARK DR
 WEST PALM BEACH, FL 33409
 Attn: Power of Attorney Department

Exhibit A

4635

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Deutsche Bank National Trust Company, a national banking association organized and existing under the laws of the United States, and having its usual place of business at 1761 East St. Andrew Place, Santa Ana, California, 92705, as Trustee (the "Trustee") for Trusts set forth on Exhibit A (the "Trust(s)") hereto, pursuant to the governing agreements (the "Agreements"), by and between, among other, the Trustee and NewRez LLC, f/k/a New Penn financial, LLC, d/b/a Shellpoint Mortgage Servicing having a place of business at 75 Beattie Place, Suite 300 Greenville, SC 29601 (the "Master Servicer"), and PHH Mortgage Corporation (the "Sub-Servicer") having a place of business at 1661 Worthington Rd, Ste 100, West Palm Beach, FL 33409, hereby constitutes and appoints the Sub-Servicer, by and through the Sub-Servicer's officers, the Trustee's true and lawful Attorney-in-Fact, in the Trustee's name, place and stead and for the Trustee's benefit, in connection with all mortgage loans serviced by the Servicer pursuant to the Agreements solely for the purpose of performing such acts and executing such documents in the name of the Trustee necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "Mortgages" and the "Deeds of Trust" respectively) and promissory notes secured thereby (the "Mortgage Notes") for which the undersigned is acting as Trustee for various certificateholders (whether the undersigned is named therein as mortgagee or beneficiary or has become mortgagee by virtue of endorsement of the Mortgage Note secured by any such Mortgage or Deed of Trust) and for which PHH Mortgage Corporation ("PMC"), is acting as the Sub-Servicer.

This Appointment shall apply only to the following enumerated transactions and nothing herein or in the Agreements shall be construed to the contrary:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recording is solely for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued; provided that (i) said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured and (ii) otherwise conforms to the provisions of the Agreements.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.

4. The completion of loan assumption agreements.
5. The full satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. The full enforcement of and preservation of the Trustee's interests in the Mortgage Notes, Mortgages or Deeds of Trust, and in the proceeds thereof, by way of, including but not limited to, foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or the termination, cancellation or rescission of any such foreclosure, the initiation, prosecution and completion of eviction actions or proceedings with respect to, or the termination, cancellation or rescission of any such eviction actions or proceedings, and the pursuit of title insurance, hazard insurance and claims in bankruptcy proceedings, including, without limitation, any and all of the following acts:
 - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
 - b. the preparation and issuance of statements of breach or non-performance;
 - c. the preparation and filing of notices of default and/or notices of sale;
 - d. the cancellation/rescission of notices of default and/or notices of sale;
 - e. the taking of deed in lieu of foreclosure;
 - f. the filing, prosecution and defense of claims, and to appear on behalf of the Trustee, in bankruptcy cases affecting Mortgage Notes, Mortgages or Deeds of Trust;
 - g. the preparation and service of notices to quit and all other documents necessary to initiate, prosecute and complete eviction actions or proceedings;

- h. the tendering, filing, prosecution and defense, as applicable, of hazard insurance and title insurance claims, including but not limited to appearing on behalf of the Trustee in quiet title actions; and
 - i. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.h. above.
9. With respect to the sale of property acquired through a foreclosure or deed-in lieu of foreclosure, including, without limitation, the execution of the following documentation:
- a. listing agreements;
 - b. purchase and sale agreements;
 - c. grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
 - d. escrow instructions; and
 - e. any and all documents necessary to effect the transfer of property.
10. The modification or amendment of escrow agreements established for repairs to the mortgaged property or reserves for replacement of personal property.

The undersigned gives said Attorney-in-Fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said Attorney-in-Fact shall be effective as of October 28, 2019.

This appointment is to be construed and interpreted as a limited power of attorney. The enumeration of specific items, rights, acts or powers herein is not intended to, nor does it give rise to, and it is not to be construed as a general power of attorney.

Solely to the extent that the Sub-Servicer has the power to delegate its rights or obligations under the Agreements, the Sub-Servicer also has the power to delegate the authority given to it by Deutsche Bank National Trust Company, as Trustee, under this Limited Power of Attorney, for purposes of performing its obligations and duties by executing such additional powers of attorney in favor of its attorneys-in-fact as are necessary for such purpose. The Sub-Servicer's attorneys-in-fact shall have no greater authority than that held by the Sub-Servicer.

Nothing contained herein shall: (i) limit in any manner any indemnification provided to the Trustee under the Agreements, (ii) limit in any manner the rights and protections afforded the Trustee under the Agreements, or (iii) be construed to grant the Sub-Servicer the power to initiate or defend any suit, litigation or proceeding in the name of Deutsche Bank National Trust Company except as specifically provided for herein. If the Sub-Servicer receives any notice of

suit, litigation or proceeding in the name of Deutsche Bank National Trust Company, then the Sub-Servicer shall promptly forward a copy of same to the Trustee.

This limited power of attorney is not intended to extend the powers granted to the Sub-Servicer under the Agreements or to allow the Sub-Servicer to take any action with respect to Mortgages, Deeds of Trust or Mortgage Notes not authorized by the Agreements.

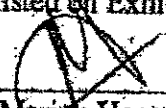
The Sub-Servicer hereby agrees to indemnify and hold the Trustee and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of or in connection with the exercise by the Sub-Servicer, or its attorneys-in-fact, of the powers granted to it hereunder. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the Agreements or the earlier resignation or removal of the Trustee under the Agreements.

This Limited Power of Attorney is entered into and shall be governed by the laws of the State of New York, without regard to conflicts of law principles of such state.

Third parties without actual notice may rely upon the exercise of the power granted under this Limited Power of Attorney; and may be satisfied that this Limited Power of Attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned.

IN WITNESS WHEREOF, Deutsche Bank National Trust Company, as Trustee for the Trusts listed on Exhibit A has caused its corporate seal to be hereto affixed and these presents to be signed and acknowledged in its name and behalf by a duly elected and authorized signatory this 28th day of October, 2019.

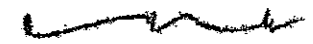
Deutsche Bank National Trust Company as Trustee for the
Trusts listed on Exhibit A

By: 

Name: Marion Hogan

Title: Assistant Vice President

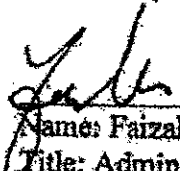
Witness:


Name: Christopher Middlebrook

Witness:


Name: Shing Han

Prepared by:


Name: Faizah Khan

Title: Administrator

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

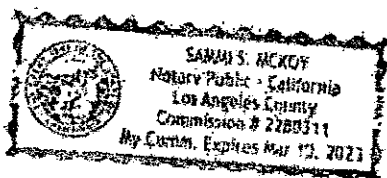
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On October 28 2019 before me, Sammi S. McKoy _____
Here Insert Name and Title of the Officer

personally appeared Marion Hogan _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Place Notary Seal Above.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Sammi S. McKoy*
Signature of Notary Public

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document:

OPTIONAL

LPOA

Document Date: 10/28/2019 _____ Number of
Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Marion Hogan

- ☒ Corporate Officer — Title(s): AVP
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☒ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Exhibit A

Deutsche Bank National Trust Company as Trustee for American Home Mortgage Assets Trust 2005-2 Mortgage-Backed Pass-Through Certificates Series 2005-2
Deutsche Bank National Trust Company as Trustee for American Home Mortgage Assets Trust 2007-1 Mortgage-Backed Pass-Through Certificates Series 2007-1
Deutsche Bank National Trust Company as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-7
Deutsche Bank National Trust Company as Trustee for GSAMP Trust 2003-NC1
Deutsche Bank National Trust Company as Trustee for GSAMP Trust 2004-AHL
Deutsche Bank National Trust Company as Trustee for GSAMP Trust 2004-NC1, Mortgage Pass-Through Certificates, Series 2004-NC1
Deutsche Bank National Trust Company as Trustee for GSAMP Trust 2004-OPT, Mortgage Pass-Through Certificates Series 2004-OPT
Deutsche Bank National Trust Company as Trustee for GSAMP Trust 2006-FM3, Mortgage Pass-Through Certificates, Series 2006-FM3
Deutsche Bank National Trust Company as Trustee for GSAMP Trust 2007-FM1, Mortgage Pass-Through Certificates, Series 2007-FM1
Deutsche Bank National Trust Company as Trustee for GSAMP Trust 2007-FM2, Mortgage Pass-Through Certificates, Series 2007-FM2
Deutsche Bank National Trust Company as Trustee for HarborView Mortgage Loan Trust, Mortgage Loan Pass-Through Certificates, Series 2006-14
Deutsche Bank National Trust Company as Trustee for HSI Asset Loan Obligation Trust 2007-AR1, Mortgage Pass-Through Certificates, Series 2007-AR1
Deutsche Bank National Trust Company as Trustee for HSI Asset Securitization Corporation Trust 2007-OPT1, Mortgage Pass-Through Certificates, Series 2007-OPT1
Deutsche Bank National Trust Company as Trustee for MASTR Specialized Loan Trust 2007-01 Mortgage Pass-Through Certificates
Deutsche Bank National Trust Company as Trustee for MASTR Specialized Loan Trust 2007-02 Mortgage Pass-Through Certificates
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
Deutsche Bank National Trust Company as Trustee for Soundview Home Equity Loan Trust 2001-2 Asset Backed Certificates, Series 2001-2
Deutsche Bank National Trust Company f/k/a Bankers Trust Company of California, N.A., as Trustee for Ames Mortgage Trust 2002-1 Mortgage Pass-Through Certificates, Series 2002-1
Deutsche Bank National Trust Company f/k/a Bankers Trust Company of California, N.A., as Trustee Morgan Stanley Dean Witter Capital I Inc. Trust 2001-NC1 Mortgage Pass-Through Certificates, Series 2001-NC1
Deutsche Bank National Trust Company f/k/a Bankers Trust Company of California, N.A., as Trustee Morgan Stanley Dean Witter Capital I Inc. Trust 2001-NC2 Mortgage Pass-Through Certificates, Series 2001-NC2
DEUTSCHE BANK NATIONAL TRUST COMPANY formerly known as BANKERS TRUST COMPANY OF

CALIFORNIA, N.A., AS TRUSTEE UNDER THE POOLING AND SERVICING AGREEMENT RELATING TO IMPAC SECURED ASSETS CORP., MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-2
Deutsche Bank National Trust Company, as Trustee for ABFC 2005-AQ1 Trust, Asset-Backed Certificates, Series 2005-AQ1
Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Assets Trust 2005-1, Mortgage-Backed Pass-Through Certificates Series 2005-1
Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Assets Trust 2006-1, Mortgage-Backed Pass-Through Certificates, Series 2006-1
Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Assets Trust 2006-2, Mortgage-Backed Pass-Through Certificates Series 2006-2
Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Assets Trust 2006-5, Mortgage-Backed Pass-Through Certificates Series 2006-5
Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Assets Trust 2006-6, Mortgage-Backed Pass-Through Certificates Series 2006-6
Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Assets Trust 2007-2, Mortgage-Backed Pass-Through Certificates Series 2007-2
Deutsche Bank National Trust Company, as Trustee for American Home Mortgage Assets Trust 2007-5, Mortgage-Backed Pass-Through Certificates Series 2007-5
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2001-A
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-4
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-A
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-B
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-C
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2002-D
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-1
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-10
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-11
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-12
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-13
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-2

Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-6
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-8
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-AR1
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-AR2
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2003-AR3
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-1A1
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R1
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R12
Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R3

Exhibit B

MIN: [REDACTED]

Loan Number: [REDACTED]

ADJUSTABLE RATE NOTE**(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)-Rate Caps)**

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

SEPTEMBER 18, 2006
[Date]

RICHFIELD
[City]

OHIO
[State]

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

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$680,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.750 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on NOVEMBER 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 808911, KANSAS CITY, MISSOURI 64184--8911

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 4,871.60. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of OCTOBER, 2008, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND 950/1000 percentage points (4.950 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.750 % or less than 7.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.750 %. My interest rate will never be less than 7.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY ** See attached Prepayment Note Addendum.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5,000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

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

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

JUDGMENT
Entered on this Note
Case No. 18-1680
Date: 6/20/18
Hon. Marvin H. Dokes, III
Master-In-Equity
Beaufort County, South Carolina


TERRY LENETTE GRANT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation


David A. Pargan, Sr. Vice President


Larry E. Baraga, Vice President

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

[Sign Original Only]

Loan# 1014

ALLONGE TO NOTE

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

NOTE DATE: September 18, 2006

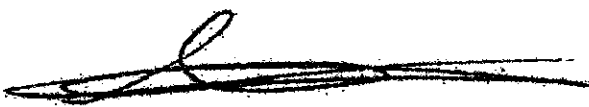
BORROWER NAME: TERRY LENNETTE GRANT

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

PAY TO THE ORDER OF:

WITHOUT RECOURSE

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



Signer: Ernie A. Stephens
Title: Authorized Signer

Prepared by: Nadine Alvarez
When Recorded Mail To:
Crown 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: Gerald Martinez
Title: Vice President

024
ATTORNEY CODE: 00835

PREPAYMENT ADDENDUM TO NOTE

Loan Number: [REDACTED]

Date: SEPTEMBER 18, 2006

Borrower(s): TERRY LENNETTE GRANT

THIS PREPAYMENT ADDENDUM TO NOTE (the "Addendum") is made this 18th day of SEPTEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement that certain promissory note (the "Note") made by the undersigned ("Borrower") in favor of NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION

("Lender") and dated the same date as this Addendum. Repayment of the Note is secured by a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") given by Borrower in favor of Lender and dated the same date as this Addendum. To the extent that the provisions of this Addendum are inconsistent with the provisions of the Note, the provisions of this Addendum shall supersede the inconsistent provisions of the Note.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Note, Borrower and Lender further covenant and agree as follows:

Section 5 of the Note is amended to read in its entirety as follows:

5. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note provides for changes in the interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within TWENTY-FOUR (24) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to TWO percent (2.000 %) of the amount prepaid.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.


Borrower TERRY LENNETTE GRANT Date 9/8/06

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

Borrower _____ Date _____

BEAUFORT COUNTY SC - ROD

BK 02448 PGS 0823-0842

FILE NUM 2008077365

09/26/2006 10:22:64 AM

REC'D BY A JONES RCPT# 445810

RECORDING FEES 26.00

Exhibit C

ELECTRONIC

2021 Apr 02 8:39 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701466

After Recording Return To:

NOVASTAR MORTGAGE, INC.
4059 KINROSS LAKES PARKWAY 2ND FLOOR
RICHFIELD, OHIO 44286
Loan Number: [REDACTED]

[Space Above This Line For Recording Data]

MORTGAGE

MIN: [REDACTED]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 18, 2006, together with all Riders to this document.

(B) "Borrower" is TERRY LENNETTE GRANT,

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns, MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Film, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is NOVASTAR MORTGAGE, INC.

Lender is a CORPORATION

organized

and existing under the laws of UNITED STATES

Lender's address is 4059 KINROSS LAKES PARKWAY 2ND FLOOR, RICHFIELD, OHIO 44286

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 18, 2006

The Note states that Borrower owes Lender SIX HUNDRED EIGHTY THOUSAND AND 00/100 Dollars (U.S. \$ 680,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 1, 2036

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

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

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

- | | |
|---|---|
| ☒ Adjustable Rate Rider | ☐ Planned Unit Development Rider |
| ☐ Balloon Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Second Home Rider |
| ☐ Condominium Rider | ☒ Other(s) [specify] |

PREPAYMENT RIDER TO SECURITY INST

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

BEAUFORT
[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
(STATE: SOUTH CAROLINA, COUNTY: BEAUFORT)

which currently has the address of

226 WILDHORSE ROAD

[Street]

HILTON HEAD ISLAND
[City]

South Carolina

29926

[Zip Code]

("Property Address")

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

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

which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree

in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any

form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying

the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

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

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

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

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction; provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

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

EXHIBIT "A"

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

ALSO

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

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

This being the same property conveyed to the within Mortgagor(s) by deed of Lindberg Bing dated March 17, 2004 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1924 at Page 2538.

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

rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

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

If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter

the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

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

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

25. **Waiver of Appraisal Rights.** The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. **TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY.** This waiver shall not apply so long as the Property is used as a dwelling place as defined in §12-37-250 of the South Carolina Code of Laws.

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

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


TERRY LENNETTE GRANT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

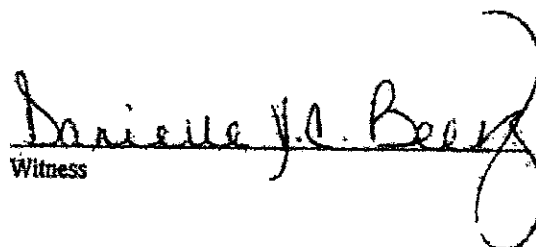
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of:


Carol A Russell
Witness


Danielle J. B. Bess
Witness

[Space Below This Line For Acknowledgment]

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

Personally appeared before me CAROL A. RUSSELL

(first witness) and made oath that he/she saw the within named TERRY LENNETTE GRANT

(grantor) sign, seal, and as his/her act and deed, deliver the within written mortgage, and that he/she, with

Danielle M. Beers notary
(second witness), witnessed the execution thereof.

Carol A Russell
Witness

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

Danielle M. Beers
Notary Public for South Carolina

(Seal)

My commission expires: 3/10/2010

MIN: [REDACTED]

Loan Number: [REDACTED]

ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)
- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18th day of SEPTEMBER, 2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable-Rate Note (the "Note") to NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

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

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of OCTOBER, 2008 and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND 950/1000 percentage points (4.950 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.750 % or less than 7.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000

percentage points (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.750 %. My interest rate will never be less than 7.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER.

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

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

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan

assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

PREPAYMENT RIDER

Loan Number: [REDACTED]

Date: SEPTEMBER 18, 2006

Borrower(s): TERRY LENNETTE GRANT

THIS PREPAYMENT RIDER (the "Rider") is made this 18th day of SEPTEMBER 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure repayment of Borrower's promissory note (the "Note") in favor of NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION

("Lender"). The Security Instrument encumbers the Property more specifically described in the Security Instrument and located at

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

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PREPAYMENT CHARGE

The Note provides for the payment of a prepayment charge as follows:

5 . BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

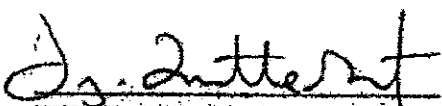
I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note provides for changes in the interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

IF within TWENTY-FOUR (24) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to TWO percent (2.000 %) of the amount prepaid.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

 (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Exhibit D

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

BEAUFORT COUNTY SC - 997
BY 02915 PG 1502
FILE RUN 2009070653
12/10/2009 11:19:25 PM
RCD'D BY 0 BENE ROPTA 603441
RECORDING FEES 6.00

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 2445, Page 823, in the Office of the Registrar of Deeds for Beaufort County in the State of South Carolina.

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

In the presence of:

Witness #1 [Signature]
Witness #2 [Signature]

STATE OF MDCOUNTY OF Dakota

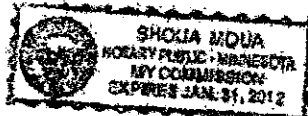
Mortgage Electronic Registration
Systems, Inc., as nominee for NovaStar
Mortgage, Inc.

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

ACKNOWLEDGMENT
S.C. CODE 30-5-30

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

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

Notary Public for [Signature]My Commission Expires: 1/01/12

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

12700 W. 11th Ave. Ste. 200
Minneapolis, MN 55420

MINN

Exhibit E

COWEN
KES-EMPC

Detail Transaction History

Page 8
Run Date/Time:
03/01/2018 01:17

LOANS: 0001014		INVESTOR#: 2764	POOL#: 1	START DATE: 01/01/2006	INTEREST RATE: 7.75000	PRIN BAL: 472,991.46	ESC BAL: 176,443.34				
BORER: Terry Jonnette Grant											
ADDR: 226 Wild Horse Rd				MAIL: PO Box 65							
Milton Head Island SC 29926-1284				Summerville SC 29486-0043							
TRANSACTION											
EFFECTIVE	TIME	SV TEN DESCRIPTION	NET DOC/REF	REVERSED	AFTER TRANS. BALANCE- PRINCIPAL	ESCROW	TOTAL AMOUNT	PRINCIPAL	INTEREST	APPLIED ESCROW	SUSPENSE OTHER
04/08/10	21:53:01	KID Loan Disbursement	31 New Loan Setup Balance		472991.46	0	-472991.46	-472991.46	0	0	-2500
04/08/10	21:53:04	KSA Escrow Balance Adjustment	31 New Loan Setup Balance		472991.46	-27431.24	-27431.24	0	0	-27431.24	0
05/24/10	13:21:42	KIC Insurance Escrow Credit	34 Hazard Insurance		472991.46	-24497.24	24497.24	0	0	24497.24	0
05/24/10	13:21:45	KIC Insurance Escrow Credit	34 Hazard Insurance		472991.46	-23360.24	1193	0	0	1193	0
06/12/10	14:33:15	KTD Tax Escrow Disbursement	31		472991.46	-36477.35	-3214.61	0	0	-3214.61	0
06/16/10	05:50:44	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-34454.45	-7877	0	0	-7877	0
07/07/10	13:51:24	KTD Tax Escrow Disbursement	31		472991.46	-37143.18	-2889.34	0	0	-2889.34	0
07/07/10	11:37:16	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-13493.19	-2260	0	0	-2260	0
06/17/11	14:01:34	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-37143.18	-7877	0	0	-7877	0
12/06/11	09:23:33	KTD Tax Escrow Disbursement	31		472991.46	-30423.39	-2455.4	0	0	-2455.4	0
01/05/12	10:10:33	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-32475.89	-2260	0	0	-2260	0
07/10/12	10:19:16	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-39071.53	-6296	0	0	-6296	0
11/18/12	01:05:49	KCN Late Charge Waive			472991.46	-39071.53	350.38	0	0	350.38	730.38
12/04/12	10:01:31	KTD Tax Escrow Disbursement	31		472991.46	-39071.53	-2979.9	0	0	-2979.9	0
03/24/13	11:30:04	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-36301.49	-2260	0	0	-2260	0
04/12/13	11:31:23	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-70847.19	-6581	0	0	-6581	0
11/28/13	09:09:43	KTD Tax Escrow Disbursement	31		472991.46	-70847.19	-2941.82	0	0	-2941.82	0
12/16/13	12:09:29	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-70847.19	-2260	0	0	-2260	0
05/17/14	13:16:12	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-69413.31	-4135	0	0	-4135	0
12/03/14	04:31:14	KTD Tax Escrow Disbursement	31		472991.46	-69413.31	-3990.06	0	0	-3990.06	0
03/19/15	12:14:13	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-67428.55	-2274.92	0	0	-2274.92	0
07/23/15	10:17:46	KCN Expense Waive			472991.46	-67428.55	6.45	0	0	6.45	5.25
08/06/15	14:43:31	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-64026.06	-6196	0	0	-6196	0
11/04/15	10:39:05	KCN Expense Waive			472991.46	-64026.06	360	0	0	360	300
12/01/15	10:56:37	KTD Tax Escrow Disbursement	31		472991.46	-64026.06	-5982.52	0	0	-5982.52	0
12/01/15	12:42:55	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-102117.24	-2274.92	0	0	-2274.92	0
05/09/16	12:14:01	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-102117.24	-6196	0	0	-6196	0
06/16/16	04:39:16	KCN Fee Waive			472991.46	-102117.24	6	0	0	6	5
06/16/16	04:05:13	KCN Fee Waive			472991.46	-102117.24	5	0	0	5	5
06/16/16	04:10:12	KCN Fee Waive			472991.46	-102117.24	5	0	0	5	5
09/16/16	03:59:57	KCN Expense Payment			472991.46	-102117.24	350	0	0	350	350
12/04/16	09:41:01	KTD Tax Escrow Disbursement	31		472991.46	-102117.24	-6122.18	0	0	-6122.18	0
01/20/17	13:04:52	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-547.5	0	0	-547.5	0
02/28/17	15:06:44	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-187.5	0	0	-187.5	0
03/28/17	14:53:04	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-187.5	0	0	-187.5	0
04/28/17	12:49:39	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-187.5	0	0	-187.5	0
07/11/17	12:16:09	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-187.5	0	0	-187.5	0
06/27/17	09:50:22	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-115137.33	-187.5	0	0	-187.5	0
06/28/17	09:59:27	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-1314.75	0	0	-1314.75	0
07/26/17	10:42:10	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-187.5	0	0	-187.5	0
08/04/17	12:15:38	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-187.5	0	0	-187.5	0
08/29/17	12:18:28	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-115137.33	-438.25	0	0	-438.25	0
09/06/17	14:44:44	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-115137.33	-438.25	0	0	-438.25	0
09/29/17	10:15:44	KTD Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-187.5	0	0	-187.5	0
10/06/17	12:13:04	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-115137.33	-438.25	0	0	-438.25	0
10/30/17	13:48:04	KTD Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-187.5	0	0	-187.5	0
11/07/17	11:21:02	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-115137.33	-438.25	0	0	-438.25	0
12/05/17	10:13:10	KTD Tax Escrow Disbursement	31		472991.46	-115137.33	-438.25	0	0	-438.25	0
12/06/17	12:17:03	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-115137.33	-438.25	0	0	-438.25	0
01/04/18	13:06:18	KID Insurance Escrow Debit	34 Lender placed Hazard Insurance		472991.46	-115137.33	-438.25	0	0	-438.25	0
01/17/18	11:53:19	KID Insurance Escrow Debit	37 Lender placed Flood Insurance		472991.46	-115137.33	-547.5	0	0	-547.5	0

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02/04/18	11:29:45	810 Insurance Secrow Dish	58 Lender placed Hazard Insurance	472991.45	-126995.84	-434.25	0	0	-434.25	0	0
02/28/18	15:24:15	810 Insurance Secrow Dish	97 Lender placed Flood Insurance	472991.45	-126995.84	-147.5	0	0	-147.5	0	0

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[illegible]

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92/93/7027

TERRY KENNETTE GRANT
226 WILD HORSE RD
HILTON HEAD ISLAND SC

PHH MORTGAGE CORPORATION
1 MORTGAGE WAY
MT. LAUREL NJ 08054

42507

ACTIVITY FOR PERIOD 06\05\2019-01\26\2021

APP	SERIAL	TYPE	TRAN	AMOUNT	PRIN-PA	PRINCIPAL	ESC-PD	ESCRAL	AIR+INTS	LIFELNS	LCFFRES	MISC-PD	ADV-BAL	SUBP	TEAM DESCRIPTION
00-00	633	01-26	00-00	\$0.00	\$0.00	\$672,991.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Corporate Advance Disbursements
00-00	633	01-29	00-00	\$0.00	\$0.00	\$672,991.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Corporate Advance Disbursements
01-08	161	01-05	01-08	\$0.00	\$0.00	\$672,991.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Ezrow Advance
01-05	352	01-05	01-21	\$0.00	\$0.00	\$672,991.46	\$0.00	\$322.92	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Payment of Flood Insurance
01-05	633	01-05	01-00	\$0.00	\$0.00	\$672,991.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Corporate Advance Disbursements
01-04	161	01-04	01-04	\$0.00	\$0.00	\$672,991.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Ezrow Advance
01-04	351	01-04	01-04	\$0.00	\$0.00	\$672,991.46	\$0.00	\$555.84	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Payment of Flood Insurance
01-08	161	01-08	01-08	\$0.00	\$0.00	\$672,991.46	\$0.00	\$555.84	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Ezrow Advance
01-08	351	01-08	01-08	\$0.00	\$0.00	\$672,991.46	\$0.00	\$555.84	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Payment of Flood Insurance
01-26	161	01-26	01-26	\$0.00	\$0.00	\$672,991.46	\$0.00	\$555.84	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Ezrow Advance
01-26	352	01-26	01-26	\$0.00	\$0.00	\$672,991.46	\$0.00	\$322.92	\$0.00	\$0.00	\$0.00	\$0.00	\$189,542.43	\$0.00	Payment of Flood Insurance
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CUSTOMER ACCOUNT ACTIVITY STATEMENT

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CUSTOMER ACCOUNT ACTIVITY STATEMENT

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ACTIVITY FOR PERIOD 06/05/2019 - 01/26/2021

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1 MORTGAGE WAY

MT. LAUREL NJ 08054

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PHH MORTGAGE CORPORATION

MT. LAUREL NJ 08054

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PHH MORTGAGE CORPORATION
1 MORTGAGE WAY
MT. LAUREL, NJ 08054

PHH MORTGAGE CORPORATION
1 MORTGAGE WAY
MT. LAUREL NJ 08054

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Exhibit F MRG



CERTIFICATE OF MERGER

OF

OCWEN LOAN SERVICING, LLC
(a Delaware limited liability company)

WITH AND INTO

PHH MORTGAGE CORPORATION
(a New Jersey corporation)

Pursuant to Section 14A of the New Jersey Business Corporation Act, the domestic business corporation and the other business entity hereinafter named do hereby submit the following Certificate of Merger.

1. The names of the parties to the merger herein certified (the "Merger") are PHH Mortgage Corporation, a corporation organized and existing under the laws of the State of New Jersey (the "Company"), and Ocwen Loan Servicing, LLC, a limited liability company formed and existing under the laws of the State of Delaware (the "Merging Entity").
2. Annexed hereto and made a part hereof is the Agreement and Plan of Merger, dated May 2, 2019, between the Company and the Merging Entity for merging the Merging Entity with and into the Company, with the Company as the surviving corporation, as approved by the Board of Directors and the sole shareholder of the Company and the Board of Managers of the Merging Entity.
3. The name of the surviving corporation shall be PHH Mortgage Corporation.
4. The Certificate of Incorporation of the Company, which is the surviving corporation, shall continue in full force and effect as the Certificate of Incorporation of the surviving corporation.
5. The number of shares of the Company entitled to vote at the time of the approval of the Agreement and Plan of Merger by its sole shareholder was 1,000, all of which were of one class. On May 1, 2019, the Company's sole shareholder approved the Agreement and Plan of Merger pursuant to a written consent.
6. On February 11, 2019, the Board of Managers of the Merging Entity approved the Agreement and Plan of Merger pursuant to a written consent.
7. The applicable provisions of the laws of the jurisdiction of formation of the Merging Entity relating to the merger of the Merging Entity with and into the Company will have been complied with upon compliance with any of the filing and recording requirements thereof.

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8. The Company will continue its existence as the surviving corporation under its present name pursuant to the provisions of the laws of its jurisdiction of organization.

9. The effective date of the merger herein provided for in the State of New Jersey shall be 12:01 a.m. Eastern Time on June 1, 2019.

[Signature Page Follows]

ELECTRONICALLY FILED - 2021 Apr 02 8:39 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701466

IN WITNESS WHEREOF, the undersigned have executed and acknowledged this
Certificate of Merger as of May 30, 2019.

OCWEN LOAN SERVICING, LLCBy: 

Name: Arthur C. Walker, Jr.

Title: Senior Vice President

PHH MORTGAGE CORPORATIONBy: 

Name: Alberto Celini

Title: Vice President

[Signature Page to Certificate of Merger - Owen Loan Servicing, LLC]

Annex A

Agreement and Plan of Merger

[See attached.]

*Execution Version*AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER (the "*Merger Agreement*") is entered into as of May 2, 2019 by and between Owen Loan Servicing, LLC, a Delaware limited liability company ("*OLS*"), and PRH Mortgage Corporation, a New Jersey corporation ("*PMC*"). OLS and PMC are collectively referred to herein as the "*Parties*" and each, individually, as a "*Party*."

WITNESSETH:

WHEREAS, OLS is a limited liability company duly organized and existing under the laws of the State of Delaware;

WHEREAS, PMC is a corporation duly organized and existing under the laws of the State of New Jersey;

WHEREAS, the Board of Managers of OLS and the Board of Directors of PMC have each determined that it is advisable and in the best interests of said entities and their respective member and stockholder that OLS merge with and into PMC, with PMC as the surviving entity (the "*Merger*"), upon the terms and conditions of this Merger Agreement; and

WHEREAS, the Parties have both adopted the OMS-PMC Plan of Reorganization and intend for this Merger to occur pursuant to the overall Transactions laid out in the OMS-PMC Plan of Reorganization, that, when taken together, are intended to be and will be treated as a tax-free reorganization under section 368(a)(1) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual agreements and covenants set forth herein, OLS and PMC hereby agree as follows:

1. Authorization. The execution and delivery of this Merger Agreement by OLS and the consummation by OLS of the transactions contemplated hereby have been authorized and approved by the Board of Managers of OLS, and the execution and delivery of this Merger Agreement by PMC and the consummation by PMC of the transactions contemplated hereby have been authorized and approved by each of the Board of Directors of PMC and by the sole stockholder of PMC.
2. The Merger. The effective time (the "*Effective Time*") of the Merger shall be the later of (A) 12:01 a.m. Eastern Time on June 1, 2019, or (B) upon the filing of the applicable Certificate of Merger with the Secretary of State of the State of Delaware and the applicable Certificate of Merger with the New Jersey Division of Revenue. At the Effective Time, OLS shall, pursuant to the New Jersey Business Corporation Act and the Delaware Limited Liability Company Act, be merged with and into PMC and PMC shall be the surviving corporation (and shall sometimes hereinafter be referred to as the "surviving corporation") and shall continue to exist as said surviving corporation under its present name pursuant to the provisions of the New Jersey Business Corporation Act. From and after the Effective Time, all real and personal property, tangible and intangible, of every kind and description, and all the rights, privileges, immunities, powers, purposes, franchises, licenses and authority of OLS shall vest in PMC as the surviving corporation, and all debts, liabilities, obligations, restrictions and duties of OLS shall become the debts, liabilities, obligations, restrictions and duties of PMC as the surviving corporation. Neither the rights of creditors nor any liens upon, or security interests in, the property of either PMC or OLS shall be impaired by the Merger. The separate existence of OLS shall cease at the Effective Time in accordance with the laws of the State of Delaware.

3. Governing Documents.

(a) Certificate of Incorporation. The Certificate of Incorporation of PMC as in force and effect at the Effective Time shall be the Certificate of Incorporation of the surviving corporation and shall continue in full force and effect until amended in the manner prescribed therein or by the New Jersey Business Corporation Act.

(b) Bylaws. The Bylaws of PMC as in force and effect at the Effective Time shall be the Bylaws of the surviving corporation and shall continue in full force and effect until amended in the manner prescribed therein or by the New Jersey Business Corporation Act.

4. Directors and Officers. The directors and officers of the surviving corporation in office at the Effective Time shall be the members of the first Board of Directors and the first officers of the surviving corporation, all of whom shall hold their directorships and offices until the election and qualification of their respective successors or until their tenure is otherwise terminated in accordance with the bylaws of the surviving corporation.

5. OLS Membership Interests. The outstanding and existing limited liability company interests in OLS shall, at the Effective Time, be cancelled and retired and cease to exist, and no consideration shall be delivered in exchange therefor.

6. PMC Shares. The issued and outstanding shares of capital stock of PMC shall not be converted or exchanged in any manner, or be entitled to the payment or delivery of any consideration in exchange therefor, but such said shares which is issued and outstanding as of the Effective Time shall continue to represent one issued and outstanding share of the surviving corporation.

7. Miscellaneous.

(a) Assignment; Binding Effect. This Merger Agreement and the rights and obligations of the Parties hereunder may not be assigned by either Party without the prior written consent of the other Party hereto. This Merger Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors, heirs, executors, administrators, legal representatives and assigns.

(b) Amendment; Waiver. Prior to the Effective Time, any amendment hereto shall be effective only if signed by all Parties hereto. No waiver of any provisions of this Merger Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

(c) Governing Law. This Merger Agreement, the rights and obligations of the Parties hereto, and any claims or disputes relating thereto, shall be governed by and construed in accordance with the laws of the State of New Jersey, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

(d) Tax Treatment. In accordance with the OMS-PMC Plan of Reorganization, the Parties hereby agree that the Merger is intended to be and will be treated as by both Parties as a tax-free reorganization under section 368(a)(1) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(e) Severability. In the event that any provision of this Merger Agreement shall be invalid or unenforceable in any respect, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement.

(f) Further Assurances. The Board of Managers and proper officers of OLS and the Board of Directors and proper officers of PMC are hereby authorized, empowered, and directed to do any and all acts and things, and to make, execute, deliver, file and/or record any and all instruments, papers, and documents which shall be or become necessary, proper, or convenient to carry out or put into effect any of the provisions of this Merger Agreement or of the Merger herein provided for.

(g) Counterparts. This Merger Agreement may be executed by the Parties hereto in counterparts (including by facsimile or PDF), each of which when so executed and delivered will be deemed an original and all of which shall constitute one and the same instrument. Signatures delivered by facsimile or other electronic transmission (such as e-mail in PDF format) shall have the same force and effect as manual signatures delivered in person.

(h) Recordkeeping. PMC shall maintain this Merger Agreement on file at the its principal place of business. PMC shall furnish a copy of this Merger Agreement, on request and without cost, to any member of OLS in accordance with the Delaware Limited Liability Company Act.

(i) Termination. This Merger Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time by action of either party hereto. If this Merger Agreement is terminated pursuant to this Section 7(i), this Agreement shall become void and of no effect with no liability on the part of either Party hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Merger Agreement as of the date first above written.

OCWEN LOAN SERVICING, LLC,
a Delaware limited liability company

By: 

Name: Arthur C. Walker, Jr.

Title: Senior Vice President

Signed in: St. Croix, USVI

PHH MORTGAGE CORPORATION,
a New Jersey corporation

By: 

Name: Leah E. Hutton

Title: Assistant Secretary

Signed in: St. Croix, USVI

*Execution Version*AMENDMENT AGREEMENT TO "AGREEMENT AND PLAN OF MERGER"

19, 2019 by and between Qewen Loan Servicing, LLC, a Delaware limited liability company ("OLS"), and PHH Mortgage Corporation, a New Jersey corporation ("PMC"). OLS and PMC are collectively referred to herein as the "Parties" and each, individually, as a "Party."

WITNESSETH:

WHEREAS, OLS and PMC have previously entered into an Agreement and Plan of Merger dated May 2, 2019 to be effective the later of (A) 12:01 a.m. Eastern Time on June 1, 2019, or (B) upon the filing of the applicable Certificate of Merger with the Secretary of State of the State of Delaware and the applicable Certificate of Merger with the New Jersey Division of Revenue;

WHEREAS, the Parties have both adopted the OMS-PMC Plan of Reorganization and intend for this Merger to occur pursuant to the overall Transactions laid out in the OMS-PMC Plan of Reorganization, that, when taken together, are intended to be and will be treated as a tax-free reorganization under section 368(a)(1) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder; and

WHEREAS, OLS and PMC have each determined that it is advisable and in the best interests of said entities that the following terms and conditions of be included in the Merger Agreement.

NOW, THEREFORE, BE IT RESOLVED, in consideration of the mutual agreements and covenants set forth herein, OLS and PMC hereby agree to add the following terms to section 7 of the May 2, 2019 Agreement and Plan of Merger as follows:

- (l) Title Passage. Title to all assets and liabilities transferred in this Agreement, whether directly or indirectly, shall be deemed and treated by both parties to pass in the United States Virgin Islands.
- (k) US Tax Treatment and Timing of Deemed Shares. The Agreement does not contemplate any actual transfer of stock between the Parties, but shares may be deemed to be issued for U.S. Federal income tax purposes. For the avoidance of any doubt, both parties agree and will treat any shares that are deemed to be issued to be distributed and/or contributed (in any additional deemed transactions) as of the Effective Time (as defined herein) to result in the deemed ownership of shares to be consistent with actual ownership as of the Effective Time.

FURTHER RESOLVED, all other terms of the Merger Agreement, including the Effective Time, are hereby expressly affirmed.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Amendment Agreement as of the date
first above written.

OCWEN LOAN SERVICING, LLC,
a Delaware limited liability company

By: 
Name: Arthur C. Walker, Jr.
Title: Senior Vice President

Signed In: USVI

PHH MORTGAGE CORPORATION,
a New Jersey corporation

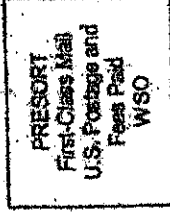
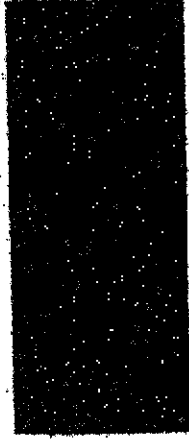
By: 
Name: John P. Kim
Title: Local President, Capital Markets

Signed In: USVI

Ocwen
P.O. BOX 9068
TEMECULA, CA 92593-9068

Send Payments to:
Ocwen
P.O. Box 6440
Carol Stream, IL 60197-6440

Send Correspondence to:
Ocwen
P.O. Box 24738
West Palm Beach, FL 33416-4738



RETURN RECEIPT (ELECTRONIC)

Exhibit G



საქართველოს იუსტიციის
Terry Lennette Grant
PO BOX 21936
HILTON HEAD ISLAND, SC 29925-1936

PATTERN FOR SECURITY PURPOSES ONLY
PAGE LEFT INTENTIONALLY BLANK



Ocwen Loan Servicing, LLC
WWW.OCWEN.COM
Helping Homeowners is What We Do!™

1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Toll Free: (800) 746-2936

11/18/2015

Sent Via Certified Mail
9314 8100 1170 0840 1635 24
Loan Number: 1014

Terry Lennette Grant
PO BOX 21936
HILTON HEAD ISLAND, SC 29925-1936

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

NOTICE OF DEFAULT

Dear Customer(s),

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA:

Esta notificación es de suma importancia. Puede afectar su derecho a continuar viviendo en su casa. Si no entiende su contenido, obtenga una traducción inmediatamente o contáctenos ya que tenemos representantes que hablan español y están disponibles para asistir.

SPECIAL NOTICE IN THE EVENT YOU HAVE FILED BANKRUPTCY

If you have received a Chapter 7 discharge under the Bankruptcy Code of the United States or if your mortgage is the type which has been discharged pursuant to a completed Chapter 13 plan, this notice is not intended and does not constitute an attempt to collect a debt against you personally. If the foregoing applies to you, this notice is sent to you only as a preliminary step to a foreclosure on the mortgage against the above-referenced property. Provisions may be contained within your mortgage/deed of trust that require notice prior to foreclosure. As such, this is not an attempt to assert that you have any personal liability for this debt.

In addition, if you have recently filed a petition under the Bankruptcy Code, this notice has been sent to you because OCWEN has not been notified of your bankruptcy case. If the foregoing applies to you, it is IMPORTANT that you or your bankruptcy attorney contact us immediately and provide us with the following information: date and jurisdiction of your filing, your case number and the bankruptcy chapter number under which you have filed.

If you have not recently filed bankruptcy or received a bankruptcy discharge, you are hereby notified that this letter is an attempt to collect a debt. All information obtained will be used for that purpose. The debt is owed to OCWEN as the owner or servicer of your home loan and mortgage.

Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this letter, the debt will be assumed to be valid by OCWEN. If you notify OCWEN in writing within thirty (30) days that the debt or a portion of the debt is disputed, OCWEN will send you verification of the debt. If you would like to obtain such verification, direct your request in writing to the Loan Resolution Consultant within thirty (30) days. The failure to dispute the validity of the debt may not be construed by any court as an admission of liability by you.

Your mortgage payments are past due, which puts you in default of your loan agreement. As of Wednesday, November 18, 2015, you owe the following:

NMLS # [REDACTED]

DEMAND05M

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is purely provided to you for informational purposes only with regard to our secured lien on the above referenced property. It is not intended as an attempt to collect a debt from you personally.



Ocwen Loan Servicing, LLC
 WWW.OCWEN.COM
 Helping Homeowners Is What We Do!™

1661 Worthington Road, Suite 100
 West Palm Beach, FL 33409
 Toll Free: (800) 746-2936

ELECTRONICALLY FILED - 2021 Apr 02 8:39 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701466

Principal and Interest	\$464,142.75
Interest Arrearage	\$0.00
Escrow	\$67,397.59
Late Charges	\$976.28
Insufficient Funds Charges	\$0.00
Fees/Expenses	\$20,476.75
Suspense Balance (CREDIT)	\$0.00
Interest Reserve Balance (CREDIT)	\$0.00
TOTAL DUE	\$552,993.37

On or before 12/25/2015, you must submit payment by Money Gram, Bank Check, Money Order or Certified Funds for the entire total due amount stated above to the appropriate address listed at the bottom of page two of this notice. Any payment(s) that become due in the interim must also be included.

Failure to bring your account current may result in our election to exercise our right to foreclose on your property. Upon acceleration, your total obligation will be immediately due and payable without further demand. In foreclosure proceedings, we are entitled to collect your total arrearage in addition to any expenses of foreclosure, including but not limited to reasonable attorney's fees and costs. If your loan has already been accelerated and foreclosure proceedings already begun, we will continue the foreclosure action (if possible). You have the right to assert in court the non-existence of a default or any other defense to acceleration and foreclosure.

OCWEN will work with bankruptcy lawyers, foreclosure defense lawyers, housing counselors, and other authorized representatives of our customers. However, we will only release information once your written authorization has been obtained, as required by law.

After acceleration of the debt, but prior to foreclosure, you may have the right to reinstate the mortgage loan, depending on the terms of the note and mortgage. We encourage you to review the provisions of the note and mortgage. Please be aware that, after acceleration of the debt, there may be expenses and attorney's fees and costs incurred by OCWEN to enforce the mortgage in addition to the overdue amount on the mortgage. Any payment to reinstate the mortgage loan after acceleration must therefore include an amount sufficient to cover such expenses and fees incurred. Payments received that are less than the amount required to reinstate the mortgage loan will be returned, and will not stop any foreclosure proceedings that have begun. **PRIOR TO SUBMITTING PAYMENT, YOU MAY WISH TO CALL US TO VERIFY THE EXACT AMOUNT DUE.**

Important Information for Customers in Washington

Housing counselors and legal assistance may be available at little or no cost to you. If you would like assistance in determining your rights and opportunities to keep your house, you may contact the following:

- The statewide foreclosure hotline recommended by the Housing Finance Commission:
 Toll-free: 1-877-894-HOME (1-877-894-4663)
www.dfi.wa.gov/consumers/homeownership/post_purchase_counselors/foreclosure.html
- United States Department of Housing and Urban Development:
 Toll-free: 1-877-741-3281
 Local counseling agencies in Washington:
www.hud.gov/offices/hsp/sfh/hcc/fc/index.cfm?webListAction=search&searchstate=WA&filterSvc=dfc

NMLS # [REDACTED]

DEMAND05M

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Toll Free: (800) 746-2936

- The statewide civil legal aid hotline for assistance and referrals to other housing counselors and attorneys: Toll-free: 1-800-606-4819
nwjustice.org/what-clear

In addition, a HUD counseling agency may be able to provide you with assistance. To locate the HUD approved counseling agency in your area, call the HUD Housing Counseling Service at (800) 569-4287 or consult HUD's website at www.HUD.gov.

Your failure to contact a housing counselor or attorney may result in your losing certain opportunities, such as meeting with your lender or participating in mediation in front of a neutral third party.

If you are unable to bring your account current, we urge you to call us immediately to discuss possible alternatives to foreclosure.

If you have the desire to remedy this situation, we want to assist you in trying to reach that goal. OCWEN would like to present you with some of the alternatives that might be available regarding your delinquent mortgage loan. While our primary objective is the collection of past due amounts on your loan, we want to work with you to find the best available alternative for you to bring your mortgage loan obligation current.

Please visit our website at www.ocwencustomers.com where you can review your account and enter your financial information at your convenience.

Sergio F Moro has been assigned as your relationship manager and will be your designated representative for resolution inquiries and submission of documents.

Sincerely,
Ocwen Loan Servicing, LLC

ADDRESS WRITTEN CORRESPONDENCE TO:
Research Department
Ocwen Loan Servicing, LLC
P.O. Box 24736
West Palm Beach, FL 33416-4736

NMLS # [REDACTED]

DEMAND05M

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Toll Free: (800) 746-2936

ELECTRONICALLY FILED - 2021 Apr 02 8:39 AM - BEAUFORT - COMMON PLEAS - CASE#2016CP0701466

PAYMENT REMITTANCE INFORMATION
(Always include Loan # [REDACTED] 1014 with your payment)

Money Gram

Receive Code: 2355
Payable To: Ocwen Loan Servicing,
LLC
City: Orlando
St: FL
Agent Locator: 800-926-9400
Loan # [REDACTED] 1014

Overnight Address

Ocwen Loan Servicing, LLC
2012 Corporate Lane, Suite 108
Naperville, IL 60563-0726
Attention: Cashiering Department

VIA Regular Mail

Ocwen Loan Servicing, LLC
P.O. Box 6440
Carol Stream, IL 60197-6440

Western Union

BY WUQC
Code City: Ocwen
State: FL
Reference: Loan # [REDACTED] 1014

DEMAND05M

NMLS # [REDACTED]

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Information and documents that you may want to collect before discussing options for avoiding foreclosure

When discussing available foreclosure alternatives with our Home Retention Department, we will need to determine your eligibility for different programs. The exact documentation required to apply for each program is slightly different. For the Home Affordable Modification Program (HAMP), you will need to provide extensive documentation. Though not necessarily required for an initial discussion of foreclosure options, we suggest that you collect the following documents prior to speaking with associates in our Home Retention Department. Please try to assemble the most recent documentation you have.

Income Documentation:

- Your most recently filed state and federal tax returns with all schedules and W-2.
- Your two most recent paystubs, reflecting your year-to-date income. If there are multiple borrowers, please collect the paystubs for each borrower.
- Any records of bonuses, commissions, housing allowances or tips.
- If you are self-employed, your most recently quarterly or year-to-date profit/loss statement(s).
- If you collect social security, disability, pension, public assistance or unemployment benefits, benefit documentation stating the amount, frequency and duration of your benefit(s) and a copy of your two most recent bank statements.
- If you receive alimony or child support income or payments, a copy of the agreement or decree that states the amount of the alimony or child support and period of time over which it will be received and proof of payment, such as deposit slips, bank statements, court verification or tax returns.

Asset Information:

- Documentation of checking, savings, money market and IRA/Keogh accounts.
- Documentation of stocks, bonds and certificates of deposit.
- Documentation of 401K, employee stock ownership plan participation.
- Description of other assets, including investment properties, rental income and costs.

Monthly Housing and Living Expense Information:

- Account statements for any other mortgages on your property and homeowners association dues.
- Account statements for property taxes, utilities and telephone.
- Account statements for homeowners, car, life and health insurance.
- Account statements for credit cards, student loans, car payments and other loan obligations.
- Documentation that enables you to estimate any other expenses, such as food, gas, clothing, tuition or alimony or child support payments.

NMLS # [REDACTED]

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Ocwen Loan Servicing, LLC

WWW.OCWEN.COM

Helping Homeowners is What We Do!

1661 Worthington Road, Suite 100

West Palm Beach, FL 33409

Toll Free: (800) 746-2936

HELPING YOU STAY IN YOUR HOME

MAKING HOME AFFORDABLE

*You may be able to make your payments more affordable.
Act now to get the help you need!*

Dear Customer(s),

There is help available if you are having difficulty making your mortgage loan payments. You may be eligible for the Home Affordable Modification Program, part of the initiative announced by President Obama to help homeowners.

As your mortgage loan servicer, we will work with you in an effort to make your mortgage payment affordable. You will not pay any fees to take advantage of this opportunity to modify your mortgage loan payment and keep your property. Now is the time to act. We are ready to help you.

Here's how it works: We will first determine if you are eligible based on your situation. To conduct this evaluation, we need you to submit an Initial Package consisting of a Request for Mortgage Assistance form (including all necessary certifications), an IRS Form 4506T-EZ or Form 4506-T, and documentary evidence of all income. You may obtain the Request for Mortgage Assistance form and the IRS Form 4506T-EZ or Form 4506-T form at www.ocwencustomers.com.

If you are eligible, we will look at your monthly income and housing costs, including any past due payments, and then determine an affordable mortgage payment.

At first, you will make new, affordable monthly payments on your mortgage loan during a trial period. If you make those payments successfully and fulfill all trial period conditions, we will permanently modify your mortgage loan.

The modification may involve some or all of the following changes to your mortgage loan: 1) Bringing your account current; 2) Reducing the interest rate on your loan; 3) Extending the term of the loan, and/or 4) Delaying your repayment of a portion of the mortgage principal until the end of the loan term.

STEP 1

GATHER THE INFO WE NEED TO HELP YOU

To take advantage of this opportunity and the Home Affordable Modification Program, contact us as soon as possible. To help speed the process it will be helpful if you have the following information when you call:

- Loan number
- Monthly pre-tax income of each borrower
- Information about any financial hardship you are suffering

If you do not qualify for a loan modification under this program, or do not want to stay in your home or keep your rental property, we will work with you to explore other options available to help you keep your property or ease your transition to a new home, if applicable.

STEP 2

CONTACT US

We want to make modifying your mortgage loan as easy as possible. However, you must take the first step by contacting us at (800) 746-2936; Monday through Friday 8:00 am to 9:00 pm, Saturday 8:00 am to 5:00 pm, and Sunday 9:00 am to 9:00 pm ET. You may also write to us at the address at the bottom of this letter. Be sure to include the information listed above.

Sincerely,

NMLS # [REDACTED]

DEMAND05M

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 Helping Homeowners is What We Do!™

1661 Worthington Road, Suite 100
 West Palm Beach, FL 33409
 Toll Free: (800) 746-2936

Ocwen Loan Servicing, LLC
 1661 Worthington Road, Suite 100
 West Palm Beach, FL 33409

IMPORTANT NOTICE

We want to help you avoid foreclosure scams.

FINANCIAL COUNSELING SERVICES

When you are experiencing a financial hardship, counseling may be a way to help you manage your finances. We urge you to contact HUD approved agencies to obtain assistance in keeping your home. This assistance is available at no charge. For specific guidance on this notice or information related to the Home Affordable Modification Program, ask the counselor for MHA HELP.

HUD Approved Housing Counseling: 1-800-569-4287 www.HUD.gov
HOPE Hotline Number: 1-888-995-4673

Beware of Foreclosure Rescue Scams. Help is free!

- There is never a fee to get assistance or information about the Making Home Affordable Program from your lender or a HUD approved housing counselor.
- For a HUD approved counselor, visit <http://www.hud.gov/offices/hqs/sfi/hc/cf/>
- Beware of any person or organization that asks you to pay a fee in exchange for housing counseling services or modification of a delinquent loan.

The Making Home Affordable program was created to help millions of homeowners refinance or modify their mortgages. As part of this program, we -- your mortgage servicer -- and the Federal Government are working to offer you options to help you stay in your home.

NMLS # [REDACTED]

DEMAND05M

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PHH MORTGAGE CORPORATION
1 MORTGAGE WAY, MT. LAUREL NJ 08054

REVISED

EXHIBIT I

Page 954

PHH MORTGAGE CORPORATION
 1 MORTGAGE WAY, MT. LAUREL NJ 08054

PHH
 MORTGAGE

FEEL

DATE ASSESSED	DESCRIPTION	FEE CODE
06/04/2019	LATE CHARGE	1
12/16/2019	LATE CHARGE	1
01/16/2020	LATE CHARGE	1
03/18/2020	LATE CHARGE	1
05/18/2020	LATE CHARGE	1
08/17/2020	LATE CHARGE	1
09/16/2020	LATE CHARGE	1
10/16/2020	LATE CHARGE	1
\$2,601.27	ASSESSED AMOUNT	
\$203.52	DATE PAID	
\$203.52	PAID AMOUNT	
\$203.52	DATE WAIVED	
\$203.52	WAIVED AMOUNT	

[illegible]

PHH MORTGAGE CORPORATION

1 MORTGAGE WAY, MT. LAUREL NJ 08054

Foreclosure Fee	745	ACQ	110	06/05/2019	\$1,052.16	01R19	FPUB	PUBLICATION FEE	08/18/2014	After default date
Foreclosure Cost	745	ACQ	117	06/05/2019	\$280.00	01R19	FPRO	PROCESS FEE	07/07/2016	After default date
Foreclosure Cost	745	ACQ	116	08/05/2019	\$138.94	01R19	FSDP	ATTNY MAIL COST	12/01/2017	After default date
Title Search Expenses	745	ACQ	115	06/05/2019	\$250.00	01R19	FTFL	TITLE COSTS	07/09/2016	After default date
Foreclosure Cost	745	ACQ	114	06/05/2019	\$12.73	01R19	FSDP	ATTNY MAIL COST	11/07/2016	After default date
Foreclosure Cost	745	ACQ	113	06/05/2019	\$25.46	01R19	FSDP	ATTNY MAIL COST	10/14/2016	After default date
Title Search Expenses	745	ACQ	112	06/05/2019	\$300.00	01R19	FTTL	TITLE COSTS	09/21/2012	After default date
Foreclosure Cost	745	ACQ	111	06/05/2019	\$0.92	01R19	FSDP	ATTNY MAIL COST	07/07/2016	After default date
Foreclosure Cost	745	ACQ	110	06/05/2019	\$207.71	01R19	FCCS	COURT COSTS	01/10/2014	After default date
Foreclosure Cost	745	ACQ	109	06/05/2019	\$18.46	01R19	FCCS	COURT COSTS	01/30/2014	After default date
Foreclosure Cost	745	ACQ	108	06/05/2019	\$74.86	01R19	FCCS	COURT COSTS	11/08/2014	After default date
Foreclosure Cost	745	ACQ	107	06/05/2019	\$29.64	01R19	FCCS	COURT COSTS	02/29/2014	After default date
Foreclosure Cost	745	ACQ	106	06/05/2019	\$88.10	01R19	FCCS	COURT COSTS	10/21/2013	After default date
Foreclosure Cost	745	ACQ	105	06/05/2019	\$7.29	01R19	FCCS	COURT COSTS	03/05/2014	After default date
Certified Mail Cost	745	ACQ	104	06/05/2019	\$6.53	01R19	FCIM	CERTIFIED MAIL	11/18/2015	After default date
Foreclosure Fee	745	ACQ	103	06/05/2019	\$6.74	01R19	REC	RECORDING FEES	12/01/2017	After default date
Foreclosure Fee	745	ACQ	102	06/05/2019	\$315.00	01R19	FATT	FC ATTY FEES	03/05/2010	After default date
Foreclosure Fee	745	ACQ	101	06/05/2019	\$545.00	01R19	FATT	FC ATTY FEES	01/25/2010	After default date
Foreclosure Fee	745	ACQ	100	06/05/2019	\$280.00	01R19	FATT	FC ATTY FEES	01/25/2010	After default date
Foreclosure Fee	745	ACQ	99	06/05/2019	\$81.75	01R19	FATT	FC ATTY FEES	01/25/2010	After default date
Exchange	745	ACQ	98	06/05/2019	\$130.00	01R19	FATT	FC ATTY FEES	02/01/2017	After default date
Foreclosure Fee	745	ACQ	97	06/05/2019	\$75.00	01R19	FATT	FC ATTY FEES	05/27/2016	After default date
Foreclosure Fee	745	ACQ	96	06/05/2019	\$450.00	01R19	FATT	FC ATTY FEES	12/01/2010	After default date
Foreclosure Fee	745	ACQ	95	06/05/2019	\$250.00	01R19	FATT	FC ATTY FEES	12/27/2017	After default date
Foreclosure Cost	745	ACQ	94	06/05/2019	\$290.00	01R19	FATT	FC ATTY FEES	04/26/2010	After default date
Foreclosure Fee	745	ACQ	93	06/05/2019	\$460.00	01R19	FATT	FC ATTY FEES	04/26/2010	After default date
Foreclosure Fee	745	ACQ	92	06/05/2019	\$280.00	01R19	FATT	FC ATTY FEES	02/10/2011	After default date
Foreclosure Fee	745	ACQ	91	06/05/2019	\$135.00	01R19	FATT	FC ATTY FEES	12/09/2014	After default date
Foreclosure Fee	745	ACQ	90	06/05/2019	\$905.00	01R19	FATT	FC ATTY FEES	04/29/2016	After default date
Foreclosure Fee	745	ACQ	89	06/05/2019	\$1,965.00	01R19	FATT	FC ATTY FEES	02/11/2014	After default date
Foreclosure Fee	745	ACQ	88	06/05/2019	\$1,650.00	01R19	FATT	FC ATTY FEES	10/01/2013	After default date
Foreclosure Fee	745	ACQ	87	06/05/2019	\$1,265.00	01R19	FATT	FC ATTY FEES	03/05/2014	After default date
Foreclosure Fee	745	ACQ	86	06/05/2019	\$210.00	01R19	FATT	FC ATTY FEES	12/09/2014	After default date
Foreclosure Fee	745	ACQ	85	06/05/2019	\$2,267.50	01R19	FATT	FC ATTY FEES	12/09/2014	After default date
Foreclosure Fee	745	ACQ	84	06/05/2019	\$280.00	01R19	FATT	FC ATTY FEES	01/10/2014	After default date
Foreclosure Fee	745	ACQ	83	06/05/2019	\$1,897.50	01R19	FATT	FC ATTY FEES	09/12/2018	After default date
Foreclosure Fee	745	ACQ	82	06/05/2019	\$350.00	01R19	FATT	FC ATTY FEES	08/12/2018	After default date
Foreclosure Cost	745	ACQ	81	06/05/2019	\$25.00	01R19	FCCS	COURT COSTS	07/07/2016	After default date
Foreclosure Fee	745	ACQ	80	06/05/2019	\$900.00	01R19	FATT	FC ATTY FEES	03/12/2013	After default date
Foreclosure Fee	745	ACQ	79	06/05/2019	\$5.00	01R19	FCCS	COURT COSTS	04/28/2014	After default date
Foreclosure Cost	745	ACQ	78	06/05/2019	\$25.00	01R19	FATT	FC ATTY FEES	06/01/2017	After default date
Foreclosure Fee	745	ACQ	77	06/05/2019	\$4,455.00	01R19	FATT	FC ATTY FEES	01/10/2014	After default date
Foreclosure Fee	745	ACQ	76	06/05/2019	\$25.00	01R19	FATT	FC ATTY FEES	10/12/2016	After default date
Foreclosure Fee	745	ACQ	75	06/05/2019	\$150.00	01R19	FATT	FC ATTY FEES	12/18/2016	After default date
Foreclosure Fee	745	ACQ	74	06/05/2019	\$38.00	01R19	FATT	FC ATTY FEES	01/03/2018	After default date
Foreclosure Fee	745	ACQ	73	06/05/2019	\$3,545.00	01R19	FATT	FC ATTY FEES	08/08/2018	After default date
Foreclosure Fee	745	ACQ	72	06/05/2019	\$3,165.00	01R19	FATT	FC ATTY FEES	09/15/2017	After default date
Foreclosure Fee	745	ACQ	71	06/05/2019	\$422.50	01R19	FATT	FC ATTY FEES	12/01/2017	After default date
Foreclosure Fee	745	ACQ	70	06/05/2019	\$118.00	01R19	FATT	FC ATTY FEES	03/24/2017	After default date
Foreclosure Fee	745	ACQ	69	06/05/2019	\$658.00	01R19	FATT	FC ATTY FEES	02/10/2011	After default date
Foreclosure Cost	745	ACQ	68	06/05/2019	\$1,206.00	01R19	FATT	FC ATTY FEES	09/12/2018	After default date
Foreclosure Fee	745	ACQ	67	06/05/2019	\$2,097.00	01R19	FATT	FC ATTY FEES	02/13/2017	After default date
Foreclosure Fee	745	ACQ	66	06/05/2019	\$38.00	01R19	FATT	FC ATTY FEES	07/07/2016	After default date
Foreclosure Cost	745	ACQ	65	06/05/2019	\$150.00	01R19	FATT	FC ATTY FEES	09/14/2017	After default date
Foreclosure Cost	745	ACQ	64	06/05/2019	\$406.00	01R19	FATT	FC ATTY FEES	12/01/2017	After default date
Foreclosure Fee	745	ACQ	63	06/05/2019	\$100.00	01R19	FATT	FC ATTY FEES	10/28/2016	After default date
Foreclosure Cost	745	ACQ	62	06/05/2019	\$1,050.00	01R19	FATT	FC ATTY FEES	12/01/2017	After default date
Foreclosure Cost	745	ACQ	61	06/05/2019	\$58.74	01R19	FATT	FC ATTY FEES	12/01/2017	After default date
Property Inspection	745	ACQ	60	06/05/2019	\$130.00	01R14	FINP	INSPECTION FEE	07/28/2014	After default date
Property Inspection	745	ACQ	59	06/05/2019	\$15.00	01R14	FINP	INSPECTION FEE	05/08/2014	After default date
Property Inspection	745	ACQ	58	06/05/2019	\$10.50	01R14	FINP	INSPECTION FEE	08/06/2013	After default date
Property Inspection	745	ACQ	57	06/05/2019	\$10.50	01R14	FINP	INSPECTION FEE	12/23/2013	After default date
Property Inspection	745	ACQ	56	06/05/2019	\$10.50	01R14	FINP	INSPECTION FEE	11/13/2012	After default date
Property Inspection	745	ACQ	55	06/05/2019	\$10.50	01R14	FINP	INSPECTION FEE	07/09/2012	After default date

PHH MORTGAGE CORPORATION
ORTGAGE WAY, MT. LAUREL NJ 08054

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**PHH
MORTGAGE**

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PHH
MORTGAGE

Payments Applied to Escrow Advance
Payments Applied to Escrow Advance
Payments Applied to Escrow Advance
Payments Applied to Escrow Advance
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Payments Applied to Escrow Advance

Psychiatry Applied in Europe 2004;14:11-15

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Screen: SER1 Window: LOAN Go

Customer Service Workstation

SER1/LOAN

TERRY LENNETTE GRANT

CUSTOMER SERVICE INV V18/001 02/02/21 00:26:44

TYPE CONV. RES. ARM MAN 4

IR 7.75000 BR NZ

226 WILD HORSE RD

HILTON HEAD ISLAND SC 29926-1284

0 000 000 0000

☐ KEMAIL < TRIAL PAYMENT REMINDER EMAIL, CAMPAIGN HAS BEEN SEN

>: 01/27/21

Loan Information (LOAN)

----	01/01/00	PMT	----	LAST PAID	DATE	DUE	AMOUNT	(13 MONTHS)
*1ST P&I	4871.60		PAYMENT					WU: P
COUNTY	587.46		HAZARD	01/04/21	01/21	555.84-		AMERICAN SECURIT
HAZARD	530.91		FLOOD	01/05/21	01/21	322.92-		
LIEN	425.98-		COUNTY	12/02/20	12/20	3279.91-		
*TOT PMT	5563.99							

ANALYZED COUP MO
01/15/21 03

LC DUE	4142.39	-----	BALANCES	-----		BILL PROD
OTH FEES	.00	PRINCIPAL	672,991.46			01/19/21
TOT DUE	938461.71	ESCROW	169,542.43-		2020 PRN	.00
-- PENDING PAYMENT --		SUSPENSE	.00		2020 TAX	3,279.91
11/08	5734.82	RES ESC	.00		2020 INT	.00

Messages

-=SPOC=-

ACTIVE LOSS MITIGATION

LOSS MIT IND = D MODIFICATION IN PROC

03/02/20216:05:19 PM

SPOCII: SPOC INCOMPLETE INFO FILE

Screen: SER1 Window: LOAN Go

Customer Service Workstation

SER1/LOAN

CUSTOMER SERVICE INV V1B/001 02/02/21 00:27:26

TERRY LENNETTE GRANT

TYPE CONV. RES. ARM MAN 4

IR 7.75000 BR NZ

226 WILD HORSE RD

HILTON HEAD ISLAND SC 29926-1284 0

☐ KEMAIL < TRIAL PAYMENT REMINDER EMAIL CAMPAIGN HAS BEEN SENT >: 01/27/21

Loan Information (LOAN)

----	01/01/08	PMT	---	LAST PAID	DATE	DUE	AMOUNT	(13 MONTHS)
*1ST P&I	4871.60			PAYMENT				WU: P
COUNTY	587.46			HAZARD	01/04/21	01/21	555.84-	AMERICAN SECURIT
HAZARD	530.91			FLOOD	01/05/21	01/21	322.92-	
LIEN	425.98-			COUNTY	12/02/20	12/20	3279.91-	
*TOT PMT	5563.99							

ANALYZED COUP MO
01/15/21 03

LC DUE	4142.39	-----	BALANCES	-----		BILL PROD
OTH FEES	.00		HUD	.00		01/19/21
TOT DUE	938461.71		2ND PRIN	.00	2020 PRN	.00
-- PENDING PAYMENT --			REPL RES	.00	2020 TAX	3,279.91
11/08	5734.82				2020 INT	.00

Messages

--SPOC--

ACTIVE LOSS MITIGATION

LOSS MIT IND = D MODIFICATION IN PROC

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SPOCII: SPOC INCOMPLETE INFO FILE

Payment Change Maintenance

PCH2/HPMT

01/01/08

PAYMENT CHANGE MAINTENANCE 02/02/21 00:27:15

TL GRANT 1ST PMT 11/01/06 INV V1B/001 TYPE CONV. RES. ARM MAN 4
 CUR PMT 01/01/08 PB 672,991.46 IR 7.75000 GRP 5FF

History of Payments (HPMT)

PMT DT	01/01/08	11/01/08	05/01/09	11/01/09
IR	7.75000	8.12500	7.75000	7.75000
P&I	4,871.60	5,042.43	4,873.27	4,873.27
COUNTY	587.46	587.46	587.46	587.46
CITY	0.00	0.00	0.00	0.00
HAZARD	530.91	530.91	530.91	530.91
MI	0.00	0.00	0.00	0.00
LIEN	425.98-	425.98-	425.98-	425.98-
OS	0.00	0.00	0.00	0.00
MISC	0.00	0.00	0.00	0.00
A&H	0.00	0.00	0.00	0.00
LIFE	0.00	0.00	0.00	0.00
REPL	0.00	0.00	0.00	0.00
HUD	0.00	0.00	0.00	0.00
2 P&I	0.00	0.00	0.00	0.00
NET	5,563.99	5,734.82	5,565.66	5,565.66
PAYMNT		ACQUIRED LOAN	ACQUIRED LOAN	ACQUIRED LOAN
CHANGE		ACQUIRED LOAN	ACQUIRED LOAN	ACQUIRED LOAN
REASON				

Customer Service Workstation

SER1/LOAN

CUSTOMER SERVICE INV V1B/001 02/02/21 00:27:26

TERRY LENNETTE GRANT

TYPE CONV. RES. ARM MAN 4

IR 7.75000 BR NZ

226 WILD HORSE RD

HILTON HEAD ISLAND SC 29926-1284 0

☐ KEMAIL < TRIAL PAYMENT REMINDER EMAIL CAMPAIGN HAS BEEN SENT > 01/27/21

Loan Information (LOAN)

DATE	DESCRIPTION	LAST PAID DATE	DUE	AMOUNT	(13 MONTHS)
01/01/08	PMT				
*1ST P&I	4871.60	PAYMENT			WU: P
COUNTY	587.46	HAZARD	01/04/21	01/21	555.84 - AMERICAN SECURIT
HAZARD	530.91	FLOOD	01/05/21	01/21	322.92 -
LIEN	425.98	COUNTY	12/02/20	12/20	3279.91 -
*TOT PMT	5563.99				

ANALYZED COUP MO
01/15/21 03

LC DUE	4142.39	BALANCES		BILL PROD
OTH FEES	.00	HUD	.00	01/19/21
TOT DUE	938461.71	2ND PRIN	.00	2020 PRN .00
-- PENDING PAYMENT --		REPL RES	.00	2020 TAX 3,279.91
11/08	5734.82			2020 INT .00

Messages

--SPOC--

ACTIVE LOSS MITIGATION

LOSS MIT IND = D MODIFICATION IN PROC

03/02/2021 05:19 PM

SPOCII: SPOC INCOMPLETE INFO FILE

TOTAL LATE CHARGES BREAKDOWN				
DATE	Description	Amount	Payment	Total
10/30/2013	LATE CHARGE ASSESSED	-\$245.57	\$0.00	-\$245.57
11/18/2013	LATE CHARGE ASSESSED	-\$243.57	\$0.00	-\$243.57
12/17/2013	LATE CHARGE ASSESSED	-\$243.57	\$0.00	-\$243.57
11/17/2015	LATE CHARGE ASSESSED	-\$243.57	\$0.00	-\$243.57
12/17/2015	LATE CHARGE ASSESSED	-\$243.57	\$0.00	-\$243.57
1/19/2016	LATE CHARGE ASSESSED	-\$243.57	\$0.00	-\$243.57
2/17/2016	LATE CHARGE ASSESSED	-\$243.57	\$0.00	-\$243.57
3/17/2016	LATE CHARGE ASSESSED	-\$243.57	\$0.00	-\$243.57
4/18/2016	LATE CHARGE ASSESSED	-\$243.57	\$0.00	-\$243.57
5/16/2016	LATE CHARGE ASSESSED	-\$243.57	\$0.00	-\$243.57
6/16/2016	LATE CHARGE ASSESSED	-\$243.57	\$0.00	-\$243.57
12/16/2019	Late Charge Assessment	-\$243.52	\$0.00	-\$243.52
1/16/2020	Late Charge Assessment	-\$243.52	\$0.00	-\$243.52
5/18/2020	Late Charge Assessment	-\$243.52	\$0.00	-\$243.52
8/17/2020	Late Charge Assessment	-\$243.52	\$0.00	-\$243.52
9/16/2020	Late Charge Assessment	-\$243.52	\$0.00	-\$243.52
10/16/2020	Late Charge Assessment	-\$243.52	\$0.00	-\$243.52
Total		-\$4,142.39	\$0.00	-\$4,142.39

