

Notice of Appeal In A Civil Case

(1)

The state of South Carolina

In The Court of Appeals

In The Supreme Court

RECEIVED
MAY 07 2012
SC Court of Appeals

Appeal From Greenville County
Court of Common Pleas

Charles B Simmons Jr.
Master In Equity Court.

Case number: 29-CP-23-1297

Deutsche Bank National Trust Company
as trustee of Poplar ABS Inc. Mortgage Pass
Through Certificates Series 2007-A, (Plaintiff)

Respondent

v.

Sharon D. Vaughan / (Defendant)

Appellant

Sharon D VAUGHAN,
Appeals the Order (Judgment)
of the Honorable Charles B.
Simmons, Jr. (Master in Equity) dated

RECEIVED
MAY 07 2012
SC Court of Appeals

April 25, 2012 Appellant received
written notice of entry of this order
judgment on April 28, 2012.
Under Rule 203, Notice of appeal.

Sharon D. VAUGHAN
14 Cottingham Circle
Greenville, SC, 29617-3421
864-325-9551

Enclosures
cc. Charles B Simmons
Jr.
305 E. North Street
313
Greenville, SC 29601

Sharon D. Vaughan

Cynthia C Silva
etp 8/11/13

Rogers Townsend Thomas PC
P.O. Box 100200
Columbia, SC 29202-3400
Samuel Waters (SC Bar 5958)
Mr. Davis

State of South Carolina
County of Greenville

Deutsche Bank National Trust
Company as trustee of
Popular ABS, Inc. Mortgage
PASS-Through Certificates
Series 2007-A

Plaintiff

v.

SHARON Diane VAUGHAN
Defendant

In The Court of Common
Pleas

Docket Number 09-CP-
23-1297

Certificate of Mailing
Deficiency Judgment
Waived

I Sharon D. Vaughan Do Certify that
I mailed a copy of my petition of
Notice of Appeal to Attorneys listed
Below.

Mailed TO:

Rogers Townsend Thomas
PC
220 Executive Center Dr.
P.O. Box 100200
Columbia, SC 29210
803-744-4444

Sharon D. Vaughan
Sharon D. Vaughan
14 Cottingham Circle
Greenville SC 29617
864-325-9551
(Appellant)

Cynthia C. Dilan
exp 8/11/13

Within the 10 day of
Order Being signed

State of South Carolina
County of Greenville

Deutsche Bank National Trust
Company as trustee of Poplar
ABS/The mortgage Pass-Through
Certificates Series 2007-A
Plaintiff / Respondent

v. Sharon D. Vaughan
Defendant / Appellant

In The Court of Common
Pleas

Docket Number - 09-CP-23-
- 1297

Certificate of Mailing

Deficiency Judgement
Waived

I Sharon D. Vaughan, do certify that
I mailed a copy of Notice of Appeal
to: Judge Charles B. Simmons (Master In Equity)
listed below:

Mailed To: Judge
Charles B. Simmons Jr.
305 E. North Street Ste 313
Greenville, SC 29601

Sharon D. Vaughan

Sharon D. Vaughan
14 Cottingham Circle
Greenville SC 29617
844-325-9551

within 10 day of order
being signed.

Cynthia Silva

APP 8/11/13

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Deutsche Bank National Trust Company as trustee
for the benefit of the Certificateholders of Popular
ABS, Inc. Mortgage Pass-Through Certificates
Series 2007-A,

Plaintiff,

v.

Sharon Diane Vaughan;

Defendant(s).

(006851-00430)

Samuel C. Waters, Esquire
Attorney for the Plaintiff

Sharon Diane Vaughan
Pro Se

IN THE COURT OF COMMON PLEAS

DOCKET NO. 09-CP-23-1297

JUDGMENT OF FORECLOSURE AND SALE
-Deficiency Judgment Waived
Subject to Home Affordable Modification
Program, but will not be modified.

FILED CLERK OF COURT
GREENVILLE CO. S.C.
APR 25 2012

2012 APR 25 P 2:41

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, the above-entitled matter was referred to the undersigned. Plaintiff filed a timely motion for summary judgment and a hearing was held April 16, 2012 at 09:15 AM. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on February 18, 2009.
2. The Summons and Complaint were filed on February 18, 2009.
3. Service was made upon all Defendant(s) as shown by the proof(s) of service filed herein.
4. The Defendant(s) Sharon Diane Vaughan is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et. seq. as shown by affidavit, certificate or order filed herein.
5. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-22-01 dated May 22, 2009, the Plaintiff set forth its belief by Affidavit, which is already of record in this

RECEIVED

Verified

APR 25 2012

1 [Signature]

case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP) because Vaughan has refused to participate in HMP.

6. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

7. Sharon Diane Vaughan filed an answer, Pro Se.

8. Sharon Diane Vaughan, in addition to her answer, has filed a great many other papers in the court's file.

9. All parties and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

10. The Plaintiff has moved for summary judgment pursuant to Rule 56, SCRCPP, on the ground that there is no genuine issue of material fact in this case. Plaintiff, in support of its motion for summary judgment, timely filed and served an affidavit from the Plaintiff itemizing the dollar amount claimed in this matter, as well as a detailed memorandum of law in support of Plaintiff's summary judgment motion.

11. At the beginning of the hearing, the court explained to Ms. Vaughan that the purpose of the hearing was to determine whether there existed a genuine issue of material fact, such that Plaintiff's motion should not be granted. The court acknowledged that Ms. Vaughan has filed a great many documents in the court's file, and asked her to present her arguments in opposition to Plaintiff's motion, as well as any relevant matter she believes she may have raised in her own filings. Ms. Vaughan argued, among other things, that the Plaintiff in this matter is not the "current holder of the note," that she believes that Plaintiff's attorneys are not authorized by Plaintiff to prosecute this action, and that certain information to which she claims a right, has been withheld from her.

12. Plaintiff's counsel presented to the court and Ms. Vaughan a document which is entitled "Note", is stamped "Original," and which appears to be dated January 25, 2007, and to bear the signature of "Sharon Diane Vaughan", promising to pay the sum of \$71,400.00, together with interest and costs of collection, to the order of Equity One, Inc., or its assigns. The final page of this document bears what appears to be an indorsement in blank from "Equity One, Inc., Dennis J. Lauria - Vice President." Ms. Vaughan contended that this was not "the original Note that the holder would have," but rather a "copy of the original." The court asked her to explain her meaning. Ms. Vaughan was unable to provide any further explanation. When questioned by the court, Ms. Vaughan acknowledged that the signature on this document was hers, and that it was genuine, however she still argued that "that is not the original." Ms. Vaughan did not question the authenticity of the indorsement. I find Ms. Vaughan's arguments concerning the meaning of "original" unpersuasive. I find that Plaintiff, through its counsel, is in



possession of the original promissory note, which is indorsed in blank, and that Plaintiff is therefore a party entitled to enforce the Note under South Carolina's version of the Uniform Commercial Code.

13. Ms. Vaughan offered no evidence to support her assertion that Plaintiff's counsel are acting without authority from Plaintiff. I find that this argument is without merit.

14. Ms. Vaughan offered no evidence to support her assertion that Plaintiff or its counsel have wrongfully withheld information from her in discovery or otherwise. I find that this argument is without merit.

15. Following an extended colloquy with Ms. Vaughan, I find that all the documents which she has filed in this matter to date are without merit. I find that Ms. Vaughan's filings are without basis in law or fact. I therefore deny all motions which Ms. Vaughan has made to date.

16. After carefully considering the facts, the evidence and arguments presented, I find that Plaintiff is entitled to summary judgment and is further entitled to a judgment of foreclosure and sale.

17. Sharon Diane Vaughan for value received, made, executed and delivered a(n) Fixed Rate Note dated January 25, 2007 promising thereby to pay to Plaintiff's predecessor the sum of \$71,400.00 with interest at 8.85% per annum. Other terms and conditions are stated in the Fixed Rate Note, of record herein.

18. To better secure the payment of the Fixed Rate Note described above, Sharon Diane Vaughan made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Equity One, Inc. (MIN #1000466-0000870729-2) a certain real estate Mortgage in writing, dated January 25, 2007 covering real property in Greenville County, which is the same as that described in the Complaint. This Mortgage was filed on January 31, 2007, and is of record in the Office of RMC/ROD in Book 4717 at Page 1584. This mortgage was subsequently assigned to the Plaintiff herein by assignment dated February 20, 2009 and recorded March 9, 2009 in Book 5028 at Page 2638.

19. This Mortgage constitutes a first priority lien on the subject property, subject only to ad valorem taxes or other liens given priority by statute.

20. As more fully supported by the court's findings in Paragraph 12, *supra*, Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure.

21. The titleholder(s) of record in and to the subject property as of the filing of the *lis pendens* in this action is Sharon Diane Vaughan, who is the original mortgagor(s).

22. Any notice required by the terms of the Mortgage or by state or federal statutes was given to the applicable Defendant(s) prior to the commencement of this action.

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23. Payment due on the Fixed Rate Note was not made as provided for therein, and Plaintiff, as the holder or nominee for the holder thereof, elected to require immediate payment of the entire amount due thereon and placed the Fixed Rate Note and Mortgage in the hands of the attorney herein for remedy by foreclosure.

24. The sum of \$6,750.00 is a reasonable fee to allow Plaintiff's counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Fixed Rate Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff's counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff's counsel have had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time. Plaintiff has advanced \$4,325.00 to its counsel as partial payment of the attorney fee and this amount appears in Plaintiff's advances.

25. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Fixed Rate Note, with interest at the rate provided in the Fixed Rate Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Fixed Rate Note and Mortgage, is as follows:

- (a) Principal due November 1, 2008..... \$70,536.40
- (b) Interest from October 1, 2008 through
February 15, 2012 at 8.85% per annum.....\$20,748.67
Interest from February 16, 2012 through
April 16, 2012 at 8.85% per annum \$1,043.10
- (c) Allowable Advances (Escrow advances, corporate charges,
paid attorney fees, paid costs and expenses from the
foreclosure action, and/or other charges) \$13,542.26
- (d) Outstanding Costs of collection prior to
hearing (service, filing, etc.)..... \$57.50
- (e) Allowable Late Charges..... \$56.68

(f) Attorney Fee (awarded herein, but unpaid)..... \$2,425.00

TOTAL debt secured by Fixed Rate Note and Mortgage,
including interest to date shown..... \$108,409.61

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 8.85% per annum (pursuant to the terms of the Fixed Rate Note and first Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the first Mortgage through the date to which such interest is computed.

26. Plaintiff is seeking the usual foreclosure of the first mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

27. The following Defendant(s) may claim a subordinate lien upon or subordinate legal interest in the subject property and in the event there is a surplus from the sale of the subject property, these Defendant(s) may present through any such lien or legal interest a claim to the surplus at a hearing subsequent to the sale, in accordance with Rule 71(c) South Carolina Rules of Civil Procedure. The said Defendant(s) and such liens or legal interests are as follows:

a. None.

IT IS THEREFORE ORDERED:

28. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

29. Each and every motion or other request to the court for relief filed in this matter by Sharon Diane Vaughan to date is denied.

30. There is due on the Fixed Rate Note and first Mortgage set forth in the Complaint the sum of \$108,409.61, as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

31. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

32. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction

over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation.

33. The Defendant(s) liable for the aforesaid judgment debt of the Fixed Rate Note and Mortgage including interest at the rate of 8.85% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as aforesaid, including with the costs and disbursements of this action.

34. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Master in Equity or Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Greenville County Courthouse, in the City of Greenville, and State of South Carolina on a sales day determined by the below signed Master in Equity or Special Referee, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 20 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 8.85%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

35. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

36. Plaintiff may waive any of its rights, including its right to a deficiency

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judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale

37. The Master in Equity will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser 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.

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

39. The Master in Equity will apply the proceeds of the sale as follows:

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

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest (including a reasonable attorney fee) or so much thereof as the purchase money will pay on the same; NEXT: Any surplus should be held pending further Order of this court.

40. In the event the successful purchaser is someone other than the Defendant(s) in possession of the subject property and a Writ of Assistance is presented to the Court after said Deed is properly recorded in the ROD Office for Greenville County, the Sheriff of Greenville County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful purchaser or his assigns in full, quiet, and peaceable possession of said property within a reasonable time, and to place said successful purchaser or his assigns in such peaceable possession. All valid tenant rights shall be protected pursuant to the Protecting Tenants at Foreclosure Act of 2009.

41. In the event the successful purchaser is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

42. The Defendant(s) named herein, and all persons whosoever claiming under

A handwritten signature in black ink, appearing to be a stylized name, located at the bottom center of the page.

Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

43. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

44. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

45. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

46. The following is a description of the property herein ordered to be sold:

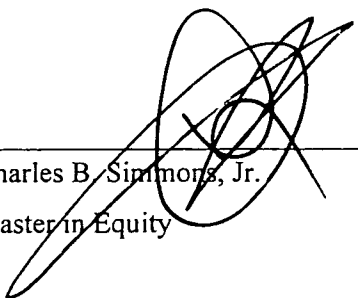
All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as being on the northern side of Cottingham Street near Monaghan Mills known and designated as Lot No. 38 as shown on plat of "Monaghan Subdivision Greenville, S.C." made by Piedmont Eng. Service dated August 9, 1954 and recorded in the Office of the Register of Deeds for Greenville County in Plat Book GG at Pages 86 and 87.

This being the same property conveyed to Sharon Diane Vaughan by Deed of Nellie Grace Simmons Vaughan, dated April 24, 1997 and recorded April 24, 1997 in Book 1685 at Page 345, in the Office of the Register of Deeds for Greenville County.

Property Address: 14 Cottingham Circle
Greenville, SC 29617

TMS# 0144000102100

4/23, 2012
Greenville, South Carolina



Charles B. Simmons, Jr.
Master in Equity

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

FORM 4

JUDGMENT IN A CIVIL CASE

CASE NO. 09-CP-23-1297

Deutsche Bank National Trust Company as trustee for
 the benefit of the Certificateholders of Popular ABS,
 Inc. Mortgage Pass-Through Certificates Series 2007-A

Sharon Diane Vaughan;

PLAINTIFF(S)

DEFENDANT(S)

Submitted by: Samuel C. Waters (SC Bar #5958), Cheryl H. Fisher (SC Bar #15213), Reginald P. Corley (SC Bar #69453), Jennifer W. Rubin (SC Bar #16727), Ellie C. Floyd (SC Bar # 68635), Michael P. Morris (SC Bar #73560), Eve Moredock Stacey (SC Bar # 5300), Mary R. Powers (SC Bar# 16534), Robert P. Davis (SC Bar# 74030), William S. Koehler (SC Bar# 74935), Vance L. Brabham, III (SC Bar #71250), Andrew W. Montgomery (SC Bar #79893), Andrew A. Powell (SC Bar #100210)

Attorneys for the Plaintiff
 Rogers Townsend & Thomas, PC
 220 Executive Center Drive, Suite 109
 Post Office Box 100200
 Columbia, SC 29202
 (803) 744-4444
 (803) 343-7013 - Fax
 info@rtt-law.com

FILED CLERK OF COURT
 GREENVILLE CO. S.C.
 2017 APR 25 P 2:41
 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 : As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

INFORMATION FOR THE JUDGMENT INDEX

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

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

	\$
<p>If applicable, describe the property, including tax map information and address, referenced in the order:</p> <p>All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Greenville, State of South Carolina, being known and designated as being on the northern side of Cottingham Street near Monaghan Mills known and designated as Lot No. 38 as shown on plat of "Monaghan Subdivision Greenville, S.C." made by Piedmont Eng. Service dated August 9, 1954 and recorded in the Office of the Register of Deeds for Greenville County in Plat Book GG at Pages 86 and 87.</p> <p>This being the same property conveyed to Sharon Diane Vaughan by Deed of Nellie Grace Simmons Vaughan, dated April 24, 1997 and recorded April 24, 1997 in Book 1685 at Page 345, in the Office of the Register of Deeds for Greenville County.</p> <p>0144000102100</p> <p>14 Cottingham Circle Greenville, SC, 29617</p>	

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/Master in Equity/Special Referee

3023

Judge Code

4/19/12

Date

For Clerk of Court Office Use Only

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

Samuel C. Waters (SC Bar #5958)

Rogers Townsend & Thomas, PC

P.O. Box 100200

Columbia, SC 29202-3400

ATTORNEY(S) FOR THE PLAINTIFF(S)
006851-00430

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Pro Se
Sharon Diane Vaughan
14 Cottingham Cir
Greenville, SC 29617

Court Reporter:

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

JUDGMENT IN A CIVIL CASE

CASE NO: 2009CP2301297

2012 APR 25 P 2: 42 1

Deutsche Bank National Trust Company vs. Sharon Diane Vaughan

CLERK OF COURT
GREENVILLE CO SC

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; Statement of Judgment by the Court:

NOTICE

This is a notice to you that an **Foreclosure Order** in this case has been filed in the Clerk of Court's Office. To obtain a certified copy, you may contact our office by phone (864) 467-8551 or email a request to lbobo@greenvillecounty.org. If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 25th day of April, 2012.

Court Reporter:

PRESIDING JUDGE -

Mailed hard copy:
Kelsey K Lipscomb Rogers Townsend & Thomas,
PC P O Box 100200 Columbia, SC 29202

ATTORNEY(S) FOR THE PLAINTIFF(S)

Sharon Diane Vaughan 14 Cottingham Circle
Greenville, SC 29617

ATTORNEY(S) FOR THE DEFENDANT(S)

Paul B. Wickensimer Greenville County Clerk Of Court
- Clerk of Court

State of South Carolina
County of Greenville

Deutsche Bank National Trust
Company as trustee of
Popular ABS, Inc. Mortgage
PASS-Through Certificates
Series 2007-A

Plaintiff

v.

SHARON Diane VAUGHAN
Defendant

In The Court of Common
Pleas

Docket Number 09-CP-
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Deficiency Judgment
Waived

I SHARON D VAUGHAN Do Certify that
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Within the 10 day of
Order Being signed

Sharon D. Vaughan
Sharon D. VAUGHAN
14 Cottingham Circle
Greenville SC 29617
864-325-9551
(Appellant)

Cynthia A. Silan
ESP 8/11/13

State of South Carolina
County of Greenville

In The Court of Common
Pleas

Docket Number - 09-CP-23-
- 1297

Deutsche Bank National Trust
Company as trustee of Popular
ABS/ The mortgage Pass-Through
Certificates Series 2007-A

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Plaintiff / Respondent

Deficiency Judgment
Waived

V. Sharon W. Vaughan
Defendant / Appellant

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I mailed a copy of Notice of Appeal
to: Judge Charles B. Simmons (Master In Equity)
listed below:

Mailed To: Judge
Charles B. Simmons Jr.
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Greenville, SC 29601

Sharon D. Vaughan
Sharon D. Vaughan
14 Cottingham Circle
Greenville SC 29617
844-325-9551

within 10 day of order
being signed.

Cynthia Silva
app 8/11/13