

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

Deutsche Bank National Trust Company as )  
Trustee for First Franklin Mortgage Loan )  
Trust 2006-FFI Pass-Through Certificates, )  
Series 2006-FFI, )  
Plaintiff, )

C.A. No.: 2010-CP-23-1321

**RECEIVED**  
NOV 07 2014

vs. )

ORDER TO ENFORCE SETTLEMENT

Dora S. Morrow, Ray Martin, and Lease )  
and Rental Management Corp. d./b/a Auto )  
Use and Auto Loan, a Massachusetts )  
Corporation, Southern New Hampshire )  
Bank and Trust Company, a New )  
Hampshire Bank, and Edman Hackworth, )

SC Court of Appeals  
FILED - CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMER  
APR 28 PM 4 09

Defendants. )

\_\_\_\_\_)  
Edman Hackworth, )  
3<sup>rd</sup> Party Plaintiff, )  
vs. )


John Morrow, )  
3<sup>rd</sup> Party Defendant. )

\_\_\_\_\_)  
John Morrow and Dora Morrow, )  
3<sup>rd</sup> Party Plaintiffs, )  
vs. )

Edman Hackworth and Debbie Hackworth, )  
3<sup>rd</sup> Party Defendants. )

THIS MATTER came before me on April 23, 2014 on Third-Party Defendant Hackworth's Motion to Enforce Settlement pursuant to Rule 43.

John Morrow, a former Third-Party Defendant and husband of Defendant Morrow appeared. Dora Morrow, the Defendant and Debtor of the Deutsche Bank (also known as Bank

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of America, its servicing agent) foreclosure proceeding did not appear. The Court file indicates Ms. Morrow was personally served with a Notice of Hearing on March 26, 2014. John Morrow requested a continuance claiming they had hired a lawyer, but the lawyer was out of town. The Court indicated its file contained no notice of appearance of counsel for the Morrows. The Court asked if Mr. Morrow had evidence of retaining an attorney. Mr. Morrow admitted he had nothing in writing to show the Court that the Morrows had retained an attorney. The Court notes Ms. Morrow was served almost a month prior to the Hearing, had ample time to secure an attorney and did not appear at the Hearing. For the foregoing reasons, the Court denied the request for a continuance.

#### **HACKWORTH'S MOTION TO ENFORCE SETTLEMENT**

Hackworth filed a Motion pursuant to S.C.R.C.P. 43 to move of the Court to order enforcement of the Settlement Agreement reached by the parties.

The "Settlement" is comprised of two documents, both of which were filed with the Court. Hackworth contends the Settlement Agreement is a Contract for Sale signed by himself and Dora Morrow (the Short Sale Agreement) and acceptance of the Short Sale Agreement by Bank of America. The effect of the Settlement Agreement ends the present litigation. Hackworth and Morrow proposed a short sale and, if accepted by Bank of America, it ended the foreclosure and Hackworth agreed to satisfy the judgment entered against Dora Morrow and John Morrow in favor of Hackworth. When filing its Motion to Enforce Settlement, Hackworth filed both the Short Sale Agreement and Bank of America's acknowledgment and agreement to the Short Sale Agreement. While Dora Morrow signed the Short Sale Contract, Hackworth alleges Morrow has refused to sign paperwork required by Bank of America to give effect to the

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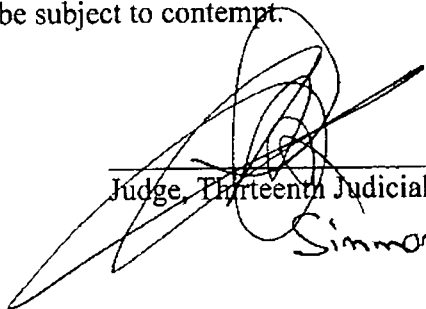
Settlement. It was not undisputed that Ms. Morrow signed the Short Sale Agreement in August 2013.

The Settlement Agreement resolves the judgment entered against Morrow and ends the pending foreclosure on Ms. Morrow. Morrow needs to comply with this part of the Settlement Agreement. The Court grants Hackworth's motion.

IT IS THEREFORE ORDERED that Dora Morrow cooperates fully and sign the documents necessary to give effect to the Settlement as indicated in the Short Sale Agreement, Exhibit A to Hackworth's motion, as well as all documentation required by Bank of America, at least some of which is a part of Exhibit B to Hackworth's motion. Additionally, she is ordered to sign the Deed giving full effect of the Settlement Agreement. Ms. Morrow has ten (10) days from April 23, 2014 to sign all documentation required to give effect to this Settlement Agreement or she will be in contempt of Court and subject to being brought by Greenville County Sheriff's Deputy to the Court in order to secure such signature. Mr. Dudley shall communicate with Ms. Morrow and provide her, within the ten (10) day time-frame, a 72 hour window of time to come to his office to sign the deed and any other necessary documents. Signing the documents necessary to give effect to the Settlement Agreement satisfies this Order and once done, Ms. Morrow will no longer be subject to contempt.

IT IS SO ORDERED.

April 24, 2014  
Greenville, SC

  
\_\_\_\_\_  
Judge, Thirteenth Judicial Circuit  
Simmons

STATE OF SOUTH CAROLINA GREENVILLE CO. S.C. JUDGMENT IN A CIVIL CASE  
COUNTY OF GREENVILLE PAUL B. WICKENSIMER CASE NO: 2010CP2301321

IN THE COURT OF COMMON PLEAS

Deutsche Bank National Trust Company vs. Dora S Morrow

FILED-CLERK OF COURT  
2014 APR 28 PM 4 09

RECEIVED  
NOV 07 2014  
SC Court of Appeals

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 Order To Enforce Settlement 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 [bjeffords@greenvillecountv.org](mailto:bjeffords@greenvillecountv.org). If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 28th day of April, 2014.

PRESIDING JUDGE -

Donald E. Rothwell PO Drawer 2789 Irmo, SC 29063  
Thomas Elihue Dudley III Kenison, Dudley & Crawford, LLC 704 East McBee Avenue Greenville, SC 29601  
David B. Greene 11 Mcgee St. Greenville, SC 29601-2209

Joseph T. Merli Finkel Law Firm LLC P.O. Box 71727 N. Charleston, SC 29415

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

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

STATE OF SOUTH CAROLINA )  
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COUNTY OF GREENVILLE )

IN THE COURT OF COMMON PLEAS

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Plaintiff, )

C.A. No.: 2010-CP-23-1321

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and Rental Management Corp. d./b/a Auto )  
Use and Auto Loan, a Massachusetts )  
Corporation, Southern New Hampshire )  
Bank and Trust Company, a New )  
Hampshire Bank, and Edman Hackworth, )  
Defendants. )

ORDER

\_\_\_\_\_) )  
Edman Hackworth, )  
3<sup>rd</sup> Party Plaintiff, )

vs. )

John Morrow, )  
3<sup>rd</sup> Party Defendant. )

\_\_\_\_\_) )  
John Morrow and Dora Morrow, )  
3<sup>rd</sup> Party Plaintiffs, )

vs. )

Edman Hackworth and Debbie Hackworth, )  
3<sup>rd</sup> Party Defendants. )  
\_\_\_\_\_)

FILED-CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMMER  
2014 OCT 6 5 PM 3 35

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SC Court of Appeals

This matter was before me on September 19, 2014 on two separate Rules to Show Cause concerning Defendant/Third Party Plaintiff Edman Hackworth's ("Hackworth") Motion Seeking Contempt for non-compliance against Defendant Dora S. Morrow ("D. Morrow") and Motion to Enforce Settlement as to Plaintiff Deutsche Bank National Trust Company ("Deutsche Bank" or "Plaintiff").

Present at the hearing were Thomas E. Dudley, III, as counsel for Hackworth; J.J.

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Andrighetti, as counsel for Dora Morrow and John Morrow (collectively "Morrow"); and Matthew Tillman, as counsel for Deutsche Bank and its new loan serving agent, Select Portfolio Servicing, Inc. ("Select Portfolio").

This case started with a foreclosure action filed by Deutsche Bank in 2010. Hackworth intervened in 2012 and brought claims against Morrow; Morrow then brought claims against Hackworth and his wife. Hackworth's claim arose from a contract with Morrow for a sale of the subject property.

A trial on the Hackworth and Morrow claims against each other was held before this Court on August 13, 2013, resulting in a judgment in Hackworth's favor against Morrow. Afterward, a settlement between Hackworth and Morrow was reached whereby the subject property would be sold to Hackworth via a "short sale". As part of this settlement agreement, Deutsche Bank had to agree to the short sale and to not seek a deficiency judgment against Morrow. Deutsche Bank provided written notification of its agreement to the settlement in November 2013. Therefore, this consent settlement, if properly adhered, would operate to resolve both the foreclosure action filed by Deutsche Bank and the judgment obtained by Hackworth against Morrow.

The terms of the Hackworth and Morrow settlement agreement can be found in the executed Contract for Sale of August 2013. In September 2013, Bank of America, as the authorized agent for Deutsche Bank, sent D. Morrow a short sale contract under Bank of America's pre-printed forms. Both Hackworth and D. Morrow signed this Bank of America prepared form on September 30, 2013 and sent it to Bank of America for Deutsche Bank. Then, on November 27, 2013, Bank of America wrote D. Morrow approving the fully executed short sale contract to Hackworth and agreed to not seek a deficiency, further confirming that the

A handwritten signature or set of initials, possibly "DM", written in black ink.

understanding of all parties to the settlement agreement were in accord. When Bank of America subsequently sent additional documentation to D. Morrow to sign, she did not comply which resulted in a motion filed by Hackworth to enforce settlement. This motion led to an order of this Court on April 28, 2014 instructing D. Morrow to comply with the settlement agreement by signing the documents necessary to give effect to the settlement. D. Morrow then filed a motion to reconsider that order.

Deutsche Bank has argued as a defense to the Motion to Enforce Settlement that it was not a signatory to the Hackworth-Morrow settlement.

The Court finds that Bank of America was at all pertinent times herein the agent for Deutsche Bank. As such, the Court finds that Deutsche Bank agreed to the three-way agreement, which included the short sale to Hackworth and resolved the Deutsche Bank foreclosure together with Hackworth's third-party complaint and judgment. Deutsche Bank represented that it agreed to the short sale and that it would not seek a deficiency against D. Morrow. Deutsche Bank further agreed that the short sale (for cash) would resolve its foreclosure action. In turn, D. Morrow avoided a foreclosure while resolving the Hackworth judgment, and Hackworth would get the property he sought in this litigation. The evidence establishes Deutsche Bank was a party to the settlement agreement that resolved its foreclosure action.

D. Morrow has already been compelled to comply with the settlement. Despite Deutsche Bank's contention that it cannot be bound to the Hackworth Morrow settlement because it was not a signatory, Deutsche Bank is bound by this settlement by the acts of its servicing agent, Bank of America, who agreed to it in 2013. In support of its position that it is not bound by the settlement agreement, Deutsche Bank points to the short sale forms provided to Morrow and Hackworth by Bank of America. Specifically, Deutsche Bank claims neither it nor Bank of



America signed the forms. However, neither the Bank of America short sale agreement of September 2013, nor the documents sent in November 2013 by Bank of America have any place for Bank of America to sign, indicating Bank of America did not need to sign. Bank of America clearly states that it agreed to the short sale agreement in its November 27, 2013 letter to Morrow, thus binding Deutsche Bank.

Deutsche Bank is therefore obligated to take the steps necessary to consummate the short sale between Hackworth and D. Morrow, which shall effect the terms of the settlement agreement, ending this litigation and satisfying the Hackworth judgment.

The Court denies Hackworth's motion for contempt against D. Morrow. Morrow hired an attorney who had filed a prior motion to reconsider. The Court finds that filing the prior motion to reconsider stayed the order until resolved.

IT IS THEREFORE ORDERED THAT Dora Morrow shall comply with the terms of this Court's April 24, 2014 Order and shall, within ten (10) days from the entry of this Order, sign any and all necessary documents to effectuate the short sale as per the settlement agreement; and, if she still refuses to do so, this Court will issue an Order for Contempt of Court against her.

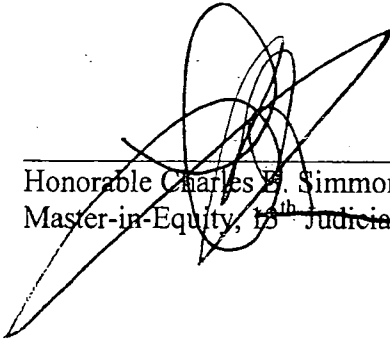
IT IS FURTHER ORDERED THAT Plaintiff Deutsche Bank comply with the terms of the settlement agreement entered into through its agent Bank of America, and proceed with the short sale between Morrow and Hackworth. It is Ordered that a closing shall occur within thirty (30) days from the entry of this Order, and if a closing has not been scheduled within that time, this Court will issue an Order for Contempt of Court.

IT IS FURTHER ORDERED THAT John Morrow is restrained from interfering in any way with the short sale and settlement of this matter, and if he does anything to hinder the short sale and/or settlement, this Court will issue an Order for Contempt against him.

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

IT IS SO ORDERED.

10/1, 2014

  
\_\_\_\_\_  
Honorable Charles E. Simmons, Jr.  
Master-in-Equity, 13<sup>th</sup> Judicial Circuit

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

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NOV 07 2014

JUDGMENT IN A CIVIL CASE  
CASE NO: 2010CP2301321

SC Court of Appeals

Deutsche Bank National Trust Company vs. Dora S Morrow

FILED - CLERK OF COURT  
GREENVILLE CO. S.C.  
PAUL B. WICKENSIMER  
2014 OCT 9 PM 3:35

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  - Rule 41(a), SCRCP (Vol. Nonsuit);
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IT IS ORDERED AND ADJUDGED:  See attached order;  Statement of Judgment by the Court:

**NOTICE**

This is a notice to you that an Order Ruling on Two Separate Rule to Show Cause 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 [cnoblitt@greenvillecounty.org](mailto:cnoblitt@greenvillecounty.org). If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 6th day of October, 2014.

Court Reporter:

**PRESIDING JUDGE -**

Joseph T. Merli 2076 Church Creek Drive  
Charleston, SC 29414  
Matthew Tillman 5 Exchange Street Charleston,  
SC 29401

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29063  
Thomas Elihue Dudley III 704 E. Mcbee Ave.  
Greenville, SC 29601  
Jason James Andrighetti PO Box 1904 Greenville,  
SC 29602

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

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