

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR WAMU
MORTGAGE PASS-THROUGH
CERTIFICATE SERIES 2004-AR3,

PLAINTIFF,

VS.

Gregory A. Carr, Christine M. Carr, Oyster
Landing Homeowner's Association, Inc.,
Association of Sea Pines Plantation Property
Owners, Inc., and The Advisory Board, and
COASTALSTATES BANK,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2013-CP-07- 0249

SUMMONS
Foreclosure - Non-Jury

(121003.00030)

TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 2712 Middleburg Drive, Suite 200, Post Office Box 2065, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

TO MINOR(S) OVER FOURTEEN YEARS OF AGE, AND/OR TO MINOR(S) UNDER FOURTEEN YEARS OF AGE AND THE PERSON WITH WHOM THE MINOR(S) RESIDES, AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Mortgagee immediately and separately and such application will be deemed absolute and total in the absence of your application for such an appointment within thirty (30) days after the service of the Summons and Complaint upon you.

YOU WILL ALSO TAKE NOTICE that under the provisions of South Carolina Code §29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the mortgage identified in the Complaint is hereby perfected and Plaintiff hereby gives further notice that all rents shall be payable directly to it by delivery of the same to its undersigned attorneys from the date of default forward. In the alternative, the Plaintiff will move a Judge of this Circuit Court on the tenth (10th) day after service hereof, or as soon as counsel for Plaintiff may be heard, for an Order enforcing the assignment of rents, if any, and/or profits, if any, compelling payments of all such funds covered by the mortgage and/or by status and/or by common law directly to the undersigned attorneys for the Plaintiff, which Motion is based upon the original Note and Mortgage identified in the Complaint therein and attached hereto as well as any applicable laws, statutes or regulations.

YOU WILL ALSO TAKE NOTICE that should you fail to Answer the foregoing Summons, the Plaintiff will move for an Order of Reference of this cause to the Master-In-Equity or Special Referee in/for this County, which Order shall, pursuant to Rule 53 of the South Carolina Rules of Civil Procedure, specifically provide that the said Master In Equity or Special Referee is authorized and empowered to enter a final judgment in this cause with appeal only to the South Carolina Court of Appeals pursuant to Rule 203(d)(1) of the SCAR, effective June 1, 1999.

SCOTT LAW FIRM, P.A.

By: 

Ronald C. Scott, SC Bar #4996

Elizabeth R. Polk, SC Bar #11673

Brett F. Kline, SC Bar #15661

Angelia J. Grant, SC Bar #78334

Priti M. Patel, SC Bar #79835

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ATTORNEYS FOR THE PLAINTIFF

2712 Middleburg Drive, Suite 200

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January 30, 2013

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

DEUTSCHE BANK NATIONAL TRUST
COMPANY AS TRUSTEE FOR WAMU
MORTGAGE PASS-THROUGH CERTIFICATE
SERIES 2004-AR3,

PLAINTIFF,

VS.

Gregory A. Carr, Christine M. Carr, Oyster
Landing Homeowner's Association, Inc.,
Association of Sea Pines Plantation Property
Owners, Inc., and The Advisory Board, and
COASTALSTATES BANK,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CASE NO. 2013-CP-07- 0249

COMPLAINT
Foreclosure - Non-Jury
(Deficiency demanded)

(121003.00030)

The Plaintiff above named, complaining of the Defendant(s) herein, alleges that:

1. This is an action for foreclosure of a mortgage upon certain real estate in Beaufort County, South Carolina.
2. Plaintiff is a corporation or other legal entity doing business in the State of South Carolina and is the current holder of the Note and Mortgage described herein.
3. Plaintiff or its counsel has reviewed this mortgage loan for compliance with the Home Affordable Modification Program (HMP), as required by the Administrative Order of the South Carolina Supreme Court issued by Chief Justice Jean H. Toal on May 22, 2009. The servicer for the mortgage loan described in this foreclosure action is participating in the HMP, but the HMP process as specified by U.S. Treasury Department's Supplemental Directive 09-01 has been completed without resulting in a modification because the borrower has not provided all necessary documents for consideration.
4. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
5. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of Section 15-35-840 of the Code of Laws of South Carolina (1976).
6. Heretofore, under date of March 22, 2004, Gregory A. Carr made, executed and delivered to Washington Mutual Bank, FA a certain mortgage note ("Note") in writing wherein and

whereby Gregory A. Carr promised to pay to Washington Mutual Bank, FA the principal sum of \$750,000.00.

7. In order to secure the payment of said note, the said Gregory A. Carr and Christine M. Carr did on the same date, to-wit, March 22, 2004, make execute and deliver to Washington Mutual Bank, FA, its successors and assigns, a certain mortgage ("Mortgage") covering real property located in the County and State aforesaid, which said mortgage was recorded in the Office of the Clerk of Court/Register of Deeds for Beaufort County, on March 24, 2004, in Book 1927, at Page 751; Thereafter, said Mortgage was assigned to US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR WAMU MORTGAGE PASS THROUGH CERTIFICATES SERIES 2003-S10 by assignment instrument dated April 12, 2012 and recorded May 3, 2012 in Book 3139 at Page 3086 in the ROD Office for Beaufort County, South Carolina. Thereafter, said Mortgage was assigned to DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR WAMU MORTGAGE PASS-THROUGH CERTIFICATE SERIES 2004-AR3 by assignment instrument dated December 7, 2012 hereto attached as Exhibit "A".

The description of the premises as contained in said mortgage is as follows:

All that certain piece, parcel or lot of land situate, lying and being on Hilton Head Island, in Beaufort County, South Carolina, shown and designated as Lot Number Twenty-one (21) on the plat of Oyster Landing Road Subdivision of the Sea Pines Plantation. Said property having dimensions, metes, and bounds as shown on the plat thereof recorded in Plat Book 28 at Page 145 in the Register of Deeds Office for Beaufort County, South Carolina, and is conveyed subject to all easements as shown thereon;

Subject, however, to the following terms and conditions:

(a) Said property is conveyed to all obligations, restrictions, limitations, covenants, etc., applicable to CLASS A LIMITED RESIDENTIAL AREAS OF SEA PINES PLANTATION and to all obligations, restrictions, limitations, covenants, etc., applicable to Waterfront and Woodland Residential areas of Sea Pines Plantation recorded in Book 173 at Page 46 in the Register of Deeds Office for Beaufort County, South Carolina and hereby made applicable to the property conveyed by this Deed, and any applicable recorded additions or amendments thereto;

(b) Said property is conveyed subject to the covenants and restrictions that no residence or dwelling shall be erected thereon unless said residence or dwelling be originally constructed with a minimum of Two Thousand (2,000) Square Feet of total enclosed dwelling area, and a minimum of Fifteen Hundred (1,500) Square Feet of enclosed dwelling area on the main floor should said residence be more than one story in height, as said term "enclosed dwelling area" in the record covenant;

(c) Said property is conveyed, subject to all obligations, restrictions, limitations, covenants, etc., as contained in the Declaration of Covenants, and Restrictions by Sea Pines Plantation Company and recorded in Deed Book 224 at Page 1036 in the Register of Deeds Office for Beaufort County, South Carolina, and any applicable recorded additions or amendments thereto.

(d) Said property is conveyed subject to all obligations, restrictions, limitations, covenants, etc., as contained in the Declaration of Restrictions affecting Lawton Ruins Section of Oyster

Landing Road Subdivision by Sea Pines Plantation Company and recorded in Deed Book 302 at Page 1864, in the Register of Deeds Office for Beaufort County, South Carolina.

Said property is further conveyed subject to all other applicable rights, obligations, easements, restrictions and reservations as recorded in the Register of Deeds Office for Beaufort County, South Carolina.

This being the same property conveyed to Gregory A. Carr and Christine M. Carr, as joint tenants with the right of survivorship, and not as tenants in common, by Deed of Gail M. Drew dated March 3, 2004 and recorded March 24, 2004 in Book 1927 at Page 748 in the ROD Office for Beaufort County, South Carolina.

TMS No. R550 014 00A 0335 0000

Property address: 20 Oyster Landing Road
Hilton Head Island, SC 29928

8. Plaintiff is informed and believes that its mortgage herein described constitutes a first mortgage lien on the subject real estate and improvements thereon, including any mobile/manufactured home located thereon. Plaintiff would further allege and avail itself of the Purchase Money Mortgage Doctrine as may apply to the facts of this action as well as the After Acquired Property Doctrine.

9. Plaintiff and/or its counsel has complied with its obligation(s) under the specific terms of the Note and Mortgage being foreclosed as well as any applicable Federal or State statutes or regulations, including, but not limited to, the furnishing of any notices (where applicable), e.g. post referral loss mitigation solicitation letter and/or acceleration warning letter as to default and post acceleration reinstatement, provided to the obligor(s), if or where applicable.

10. Plaintiff's counsel has read the allegations in this pleading and to best of his/her knowledge, information, and belief, there are good grounds to support it.

11. According to the records of the Plaintiff and its counsel, neither Plaintiff or its counsel is aware of any party to this action currently being on active duty or recently discharged. If any party has any information or record of a defendant currently being on active duty or recently discharged, it is required that you contact counsel for the Plaintiff immediately as you may possibly be eligible for protection under the Servicemembers Civil Relief Act (SCRA).

12. According to the records of the Plaintiff and its counsel, neither Plaintiff or its counsel is aware of any party to this action currently being in active bankruptcy and under the protection of the United States Bankruptcy Court. If any party has any information or record of a defendant currently being under the bankruptcy protections, it is required that you notify counsel for the Plaintiff immediately. Any demand for a deficiency is not applicable if a party has received a discharge in bankruptcy during the life of the mortgage, or is currently under the active protection of the bankruptcy courts.

13. In and by the terms of said note and the mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal and interest or any portion thereof when due, or if any of the conditions and requirements in the mortgage securing the same be not complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

14. In and by the terms of the said note it is further provided that the maker thereof shall pay a reasonable attorney's fee if the note be placed in the hands of an attorney for collection after default. Any notice or compliance required by the terms of the Mortgage or by state or federal statutes has been given or complied with prior to the commencement of this action and the Defendants shall be forever barred from raising such notice or compliance.

15. The installments of principal and interest falling due from and after November 1, 2011 have not been paid although demand for the payment thereof has been made and the Plaintiff, as the holder of the said note and mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said note and mortgage the full and just principal sum of \$691,235.64, together with interest thereon at the rate of 3% percent per annum from October 1, 2011, together with reasonable attorney's fees for the collection thereof and the costs of this action. Pursuant thereto, the Plaintiff has employed the undersigned legal counsel to prosecute these actions herein and add the fees and costs of said counsel to the amount of the total debt as provided for in the Note and Mortgage.

16. Upon information and belief, the Defendants below named claim or may claim a subordinate lien or junior interest upon or interest in the subject property, and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claim will be determined at a hearing subsequent to the sale, in accordance with the Circuit Court Rules 53 and/or 71. The subject Defendant are further made a party due to the similarity in name(s) to the primary defendants against whom they claim or may claim a lien and in order to clear title to this property as follows:

(a) The Defendant, Oyster Landing Homeowner's Association, Inc., by virtue of any lien or enforceable assessments against the subject property.

(b) The Defendant, Association of Sea Pines Plantation Property Owners, Inc., and The Advisory Board, by virtue of any lien or enforceable assessments against the subject property.

(c) The Defendant, COASTALSTATES BANK, by virtue of a mortgage given by Gregory A. Carr and Christine M. Carr, dated September 7, 2006 in the original amount of \$350,000.00 and recorded on September 18, 2006 in Book 2443 at Page 1747 in the ROD Office for Beaufort County, South Carolina.

17. The Plaintiff demands a personal or deficiency judgment against Gregory A. Carr and any right to the same is specifically demanded. If, however, Gregory A. Carr has previously received a discharge in bankruptcy during the life of the mortgage herein referenced, this demand for a deficiency judgment is not applicable. The Plaintiff additionally reserves the right to subsequently waive its rights to the personal or deficiency judgment currently requested against the named defendant(s) at any time prior to the occurrence of the requested judicial sales event.

18. Plaintiff may be forced to pay sums for taxes and insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

19. In the event the subject property is sold at Judicial Sale and the successful bidder is a third party, neither the Plaintiff nor Plaintiff's counsel make any warranties or representations as to the subject property on behalf of the third party bidder.

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

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

2. Plaintiff's mortgage be declared a first lien (and purchase money mortgage first lien as does apply under the specific facts of this action as well as the After Acquired Property Doctrine) and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums and/or costs for inspecting and securing the property which may be due or which may be or have been paid by Plaintiff, with a reasonable attorney's fees, and for the costs of this action.

3. The mortgaged premises be sold according to law and the practice of this Court, the equity of redemption as to all defendants be barred and the lien or interest claimed by any defendant be extinguished and that the proceeds of sale be applied as follows:

First, to the costs and expenses of the within action and said sale;

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

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

4. Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s) and/or the grantee(s) of the mortgagor(s) and or tenants occupying or exercising control over the mortgaged premises and hold said assets or the same subject to further Order of this Court.

5. Issue an order directing the Sheriff of Beaufort County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the

same become necessary; and issue an order, if necessary, directing the South Carolina Department of Motor Vehicles to issue a Certificate of Title on any mobile/manufactured home collateralized under the security documents of the Plaintiff.

6. Plaintiff have judgment against the Defendant(s) Gregory A. Carr for the full amount found to be due Plaintiff on the note and mortgage, with the right to enter personal judgment against the Defendant for any deficiency in this action remaining after sale of the mortgaged premises provide, however, that if Gregory A. Carr has previously received a discharge in bankruptcy during the life of the mortgage herein referenced, this demand for a deficiency judgment is not applicable at all. The Plaintiff additionally reserves the right to subsequently waive its rights to the personal or deficiency judgment currently requested against the named defendant(s) at any time prior to the occurrence of the requested judicial sales event.

7. For such other and further equitable and/or legal relief as the Court may deem just and proper.

SCOTT LAW FIRM, P.A.

By: 

Ronald C. Scott, SC Bar #4996

Elizabeth R. Polk, SC Bar #11673

Brett F. Kline, SC Bar #15661

Angelia J. Grant, SC Bar #78334

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ATTORNEYS FOR THE PLAINTIFF

2712 Middleburg Drive, Suite 200

Columbia, SC 29204

(803) 252-3340

January 30, 2013

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, the sufficiency of which is hereby acknowledged, **US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR WAMU MORTGAGE PASS THROUGH CERTIFICATES SERIES 2003-S10**, hereby sells, assigns, transfers and sets over unto **DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR WAMU MORTGAGE PASS-THROUGH CERTIFICATE SERIES 2004-AR3**, all of its rights, title, and interest in and to that certain Mortgage dated March 22, 2004, executed by **Gregory A. Carr and Christine M. Carr**, which said mortgage is in the original principal amount of \$750,000.00 and is recorded in the Office of the Clerk of Court/Register of Deeds for Beaufort County, State of South Carolina, recorded on March 24, 2004 in Book 1927 at Page 751.

Property address: 20 Oyster Landing Road, Hilton Head Island, SC 29928

IN WITNESS WHEREOF, US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR WAMU MORTGAGE PASS THROUGH CERTIFICATES SERIES 2003-S10, caused these presents to be executed this 7 day of December, 2012.

US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR WAMU MORTGAGE PASS THROUGH CERTIFICATES SERIES 2003-S10

Antonio Croom

Maria L. Decker
Witness #1 **Maria L. Decker**

BY: Antonio Croom

Charles S. Teye
Notary/Witness #2 **Charles S Teye**

TITLE: Vice President

Date: 12-7-12

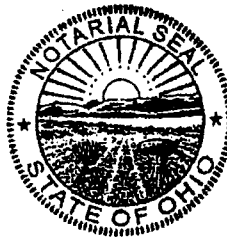
STATE OF Ohio
COUNTY OF Franklin

ACKNOWLEDGMENT

I, Cheryl A. Arnold, a Notary Public for the State of Ohio, do hereby certify that Antonio Croom as Vice President of US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR WAMU MORTGAGE PASS THROUGH CERTIFICATES SERIES 2003-S10 personally appeared before me this day and acknowledged the due execution of the foregoing Assignment.

WITNESS my hand and official seal this 7th day of December, 2012.

Cheryl A. Arnold
Notary Public for Ohio
My Commission Expires: 5/23/2016



Cheryl A. Arnold
Notary Public, State of Ohio
My Commission Expires 05/23/16

ASSIGNEE ADDRESS: 10790 Rancho Bernardo Road, San Diego, CA 92127