

THE STATE OF SOUTH CAROLINA

In The Court of Appeals

RECEIVED

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APPEAL FROM GREENVILLE COUNTY

Court of Common Pleas

SC Court of Appeals

Charles B. Simmons, Jr., Master-in-Equity Judge

Case No.: 2010-CP-CP-23-1321

Appellate Case No.: 2014-002381

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

Respondent,

v.

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,

Defendants.

Edman Hackworth,

3rd Party Plaintiff,

v.

John Morrow

3rd Party Defendant.

John Morrow and Dora Morrow,
Of whom John Morrow and Dora Morrow are the

3rd Party Plaintiffs,
Appellants,

v.

Edman Hackworth and Debbie Hackworth,
Of whom Edman Hackworth is the

3rd Party Defendants,
Respondent.

RECORD ON APPEAL

ATTORNEY FOR APPELLANT:

David R. Price, Jr.
(S.C. Bar # 75140)
David R. Price, Jr., P.A.
Post Office Box 2446
Greenville, South Carolina 29602
(864) 271-2636 office
David@GreenvilleLegal.com

ATTORNEY FOR RESPONDENT:

Thomas E. Dudley, III
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899 office

Matthew Tillman, Esq.
Daniel Q. Orvin, Esq.
Womble Carlyle Sandridge & Rice LLP
5 Exchange Street
Charleston, SC 29401
(843) 722-3400 office

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STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

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

Plaintiff,

-vs-

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,

Defendants.

Edman Hackworth,

3d Party Plaintiff,

vs.

John Morrow,

3d Party Defendant.

John Morrow and Dora Morrow

3d Party Plaintiffs,

vs.

Edman Hackworth and Debbie
Hackworth,

3d Party Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C. A. No. 2010-CP-23-1321

RECEIVED

DEC 11 2014

SC Court of Appeals

ORDER
RELIEVING COUNSEL
AND
SETTING MEDIATION

2012 DEC 20 P 3:12
CLERK OF COURT
GREENVILLE CO S.C.
DAVE B. WICKENSHAM

ENTERED COMPUTER

1

This matter came before this Court on Friday, December 7, 2012 at 11:00 am pursuant to motion of David B. Greene, Attorney at Law for permission to withdraw as counsel for defendants John Morrow and Dora Morrow in the above action. Present at the hearing were John Morrow, David B. Greene, Esq., Thomas E. Dudley III, Esq. and Edman Hackworth. Susan S. White, attorney for plaintiff was not present but was served with notice of the hearing.

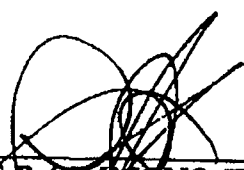
After considering the Motion, the statements of counsel, the statement of Defendant John Morrow consenting to the Motion, and the consent of counsel for Edman Hackworth, it appears that there is good cause to grant counsel's Motion for leave to withdraw as counsel for defendants in this action.

Also before the Court is the Motion of Third Party Plaintiff Edman Hackworth to appoint a Receiver. After considering arguments of counsel the Court feels that the parties should enter into mediation prior to any other action being taken.

IT IS THEREFORE ORDERED that the motion for leave to withdraw is granted. David B. Greene, Attorney at Law may withdraw as counsel for defendants John Morrow and Dora Morrow in the above action effective December 7, 2012.

IT IS FURTHER ORDERED that the counsel for Third Party Defendant Edman Hackworth immediately schedule mediation to be held in this case within the next seven [7] days and notify John Morrow of the date and time of the mediation. Pursuant to statute, both parties shall equally divide the mediation fee.

IT IS SO ORDERED.



CHARLES B. SIMMONS, JR.
MASTER IN EQUITY
THIRTEENTH JUDICIAL CIRCUIT

December 17, 2012
Greenville, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

CLERK OF THE COURT OF COMMON PLEAS
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER 13th JUDICIAL CIRCUIT

CASE NO.: 2010-CP-23-1321

2012 DEC 20 P 3:12

Deutsche Bank National Trust Company Et. Al.

Plaintiff,

vs.

Dora S. Morrow, Edman Hackworth, Et. Al.,

Defendant.

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

See Next Page

Plaintiff's Attorney:

SUSAN S. WHITE, Bar No. _____

Address:

PO BOX 71727 N CHARLESTON SC 29415

Phone: _____

Fax _____

E-mail: _____

Other: _____

Defendant's Attorney:

THOMAS E. DUDLEY, III, Bar No. _____

Address:

704 EAST MCBEE AVE GREENVILLE SC 29601

Phone: _____

Fax _____

E-mail: _____

Other: _____

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____

Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

12/12/12

Date submitted

SECTION III: Motion Fee

☐ PAID - AMOUNT: \$ _____

☒ EXEMPT:

(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)

☒ Proposed order submitted at request of the court; or,
Name of Court Reporter: _____

☐ Other: _____

RECEIVED

DEC 18 2012

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED: CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER

IN THE COURT OF COMMON PLEAS
13th JUDICIAL CIRCUIT

CASE NO.: 2010-CP-23-1321

Deutsche Bank National Trust Company Et. Al. Plaintiff,
vs.

Dora S. Morrow, Edman Hackworth, Et. Al.,
Defendant.

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney:

_____, Bar No. _____

Address: _____

Phone: _____ Fax _____

E-mail: _____ Other: _____

Defendant's Attorney:

DAVID B GREENE, Bar No. _____

Address: _____

11 MCGEE STREET GREENVILLE SC 29601

Phone: _____ Fax _____

E-mail: _____ Other: _____

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☒ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: _____

Estimated Time Needed: _____

Court Reporter Needed: ☐ YES / ☐ NO

SECTION II: Motion/Order Type

☐ Written motion attached

☒ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff / ☒ Defendant

12/12/12
Date submitted

SECTION III: Motion Fee

☐ PAID - AMOUNT: \$ _____

☒ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status ☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act ☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication

☒ Proposed order submitted at request of the court; or,

reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter: _____

☐ Other: _____

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE CODE _____

Date: _____

CLERK'S VERIFICATION

Collected by: _____ Date Filed: _____

☐ MOTION FEE COLLECTED: \$ _____

☐ CONTESTED - AMOUNT DUE: \$ _____

SCCA 233 (11/2003)

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

JUDGMENT IN A CIVIL CASE
FILED: CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER

CASE NO: 2010CP2301321

2012 DEC 20 P 3: 12

Deutsche Bank National Trust Company vs. Dora S Morrow

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):**
SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Rule 12(b), SCRCP; ☐ Rule 41(a),
☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):**
☐ 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:

Dated at Greenville, South Carolina, this .

Court Reporter:

PRESIDING JUDGE -

This judgment was entered on the 20th day of December, 2012, and a copy mailed first class this 20th day of December, 2012, to attorneys of record or to parties (when appearing pro se) as follows:

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

Donald E. Rothwell PO Drawer 2789 Irmo, SC
29063

Thomas Elthue Dudley III 704 E. Mcbee Ave.
Greenville, SC 29601

David B. Greene 11 Mcgee St. Greenville, SC
296012209

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

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

Motion Fee Paid

15990.P31279

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

C/A NO: 10-CP-23-1321

COUNTY OF GREENVILLE

(NON-JURY MORTGAGE FORECLOSURE)

Deutsche Bank National Trust Company as
Trustee for First Franklin Mortgage Loan Trust
2006-FF1 Mortgage Pass-Through Certificates,
Series 2006-FF1,

ORDER OF REFERENCE

PLAINTIFF,

VS.

Dora S. Morrow; and Ray Martin,

DEFENDANT.

The within action being for foreclosure of a mortgage, upon motion of plaintiff's counsel, it is
ORDERED that this case is referred, pursuant to Rule 53 SCRPC, to Charles B. Simmons, Jr.,
Master in Equity, who shall exercise all power and authority which a Circuit Judge sitting without a jury
would have, including but not limited to, making findings of fact and conclusions of law; directing entry of
final judgment; hearing any issues, including motions, after sale or judgment; issuing any and all orders,
supplemental orders, and writs of assistance, and hearing any issues involving possession and/or removal of
property and appraisal proceedings under Section 29-3-360, *et seq.* of the South Carolina Code, with any
appeal from the final judgment being to the Supreme Court or the Court of Appeals as provided by the South
Carolina Appellate Court Rules. Any judicial sale of the property subject of this action may be held on a day
other than the regular judicial sale day.

IT IS SO ORDERED.

Paul B. Wilkerson
Judge/Clerk of Court

Greenville, South Carolina

March 3, 2010

WE SO MOVE:

FINKEL LAW FIRM LLC

P.O. Box 71727

North Charleston, SC 29405

(843) 577-5460

Devery J. Finkel/Thomas A. Shook

Susan S. White/Joseph T. Merli

Andrew M. Wilson

Attorneys for Plaintiff

Copy mailed to

Attorney Merli

on 3/4/2010

45990JF31279

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS
C/A NO: 10-CP-23-1321

(NON-JURY MORTGAGE FORECLOSURE)

☒ Deutsche Bank National Trust Company as Trustee
for First Franklin Mortgage Loan Trust 2006-FF1
Mortgage Pass-Through Certificates, Series 2006-FF1

PLAINTIFF,

vs.

☐ Dora S. Morrow; and Ray Martin,

DEFENDANT(S).

check box above indicating submitting party
name, S.C. Bar number and address of plaintiff's attorney

☐ Beverly J. Finkel SC Bar #: 9794
☐ Thomas A. Shook SC Bar #: 68140
☐ Susan S. White SC Bar #: 5453
☐ Joseph T. Merli SC Bar #: 3943
☐ Andrew M. Wilson SC Bar #: 72553

FINKEL LAW FIRM LLC
PO Box 71727

N. Charleston, SC 29415

telephone: (843) 377-5460

fax: (843) 725-0015

e-mail: bfinkel@finkellaw.com

name, S.C. Bar number and address of defendant's attorney

telephone:

fax:

e-mail:

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete Sections II and III)

SECTION I: Hearing Information

Nature of Motion:

Order of Reference

Estimated Time Needed:

Court Reporter Needed:

☐ YES

☒ NO

SECTION II: Motion Type

- ☐ Written Motion attached
☒ Form Motion:

hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney

Date Submitted

SECTION III: Motion Type

☒ PAID BY AMOUNT:

\$25.00

☐ EXEMPT:
(check reason)

- ☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: _____
☐ Other:

JUDGE'S SECTION

- ☐ Motion Fee to be paid upon filing of the attached order
☐ Other:

JUDGE
CODE: _____

DATE: _____

CLERK'S VERIFICATION

Collected by: Robin

(print name)

☒ MOTION FEE COLLECTED: 25.00

☐ CONTESTED BY AMOUNT DUE:

RECEIVED
DATE FILED

MAR 03 2010

SCCA/233(11/2003)

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

FORM 4

JUDGMENT IN CIVIL CASE

CASE NO. 2010 CP-23-1321

DEUTSCH BANK NATIONAL TRUST COMPANY AS
TRUSTEE FOR FIRST FRANKLIN MORTGAGE LOAN
TRUST 2006-FFI PASS-THROUGH CERTIFICATES,
SERIES 2006-FFI

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

EDMAN HACKWORTH (3RD Party Plaintiff)
PLAINTIFF(S)

JOHN MORROW (3rd Party Defendant)
DEFENDANT(S)

Submitted by: THOMAS E. DUDLEY, III
KENISON, DUDLEY & CRAWFORD, LLC
704 E MCBEE AVENUE, GREENVILLE, SC 29601

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. ☐ See Page 2 for additional information.
- ☐ **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)
EDMAN HACKWORTH	JOHN MORROW and DORA MORROW	\$88,301.75

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

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

3023
Judge Code

9/3/13
Date

For Clerk of Court Office Use Only

This judgment was entered on the 12 day of Sept, 20 13 and a copy mailed first class or placed in the appropriate attorney's box on this 12 day of Sept, 20 13 to attorneys of record or to parties (when appearing pro se) as follows:

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter:

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 GREENVILLE)

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

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,)

Defendants.)

_____)
Edman Hackworth,)
3rd Party Plaintiff,)
vs.)

John Morrow,)
3rd Party Defendant.)

_____)
John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)
vs.)

Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)

IN THE COURT OF COMMON PLEAS

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

**ORDER AS TO CLAIMS OF 3RD
PARTY PLAINTIFF HACKWORTH
BETWEEN DEFENDANT DORA
MORROW AND DEFENDANT
JOHN MORROW**

Verified

SCANNED

FILED
CLERK OF COURT
JUL 12 PM 1:43

THIS MATTER came before me on August 12, 2013. The original action was a foreclosure action brought by the Plaintiff Deutsche Bank against Dora Morrow, the owner of the property known as 6 Ladbroke Court, Greenville, SC (the "Property"). Edman Hackworth filed a Lis Pendens against the Property and intervened in the foreclosure action asserting cross-

claims against Dora Morrow and bringing a third-party complaint against John Morrow, Dora Morrow's husband. The Morrows then brought third party claims against Edman Hackworth and his wife Debbie Hackworth. The Court allowed Hackworth to join the action, but denied and dismissed Hackworth's claims against the Bank. This Court ruled the claims of Hackworth were junior to the Bank and that the Hackworth claims would not hinder the Bank's foreclosure action.

Sam Phillips of the Finkel Law Firm appeared on behalf of the Plaintiff at the trial to update the foreclosure matter prior to sale and to, on a limited basis, participate in the trial. Pursuant to Plaintiff's foreclosure action, the real property in question herein is set for sale at the October 2013 foreclosure sale.

The Hackworths were represented by Thomas E. Dudley, III of the law offices of Kenison, Dudley & Crawford, LLC. Debbie Hackworth was not present at trial. John Morrow appeared pro se. Dora Morrow did not appear. After reviewing the pleadings, evidence presented and the testimony of the witnesses, I make the following findings of facts and conclusions of law. To the extent any findings of fact are actually conclusions of law they are adopted as such, to the extent any conclusions of law are in fact findings of fact they are adopted as such.

FINDINGS OF FACT

1. Dora Morrow is the record owner of the Property known as 6 Ladbroke Court in Greenville, South Carolina. John Morrow, while previously having an ownership interest in the property, no longer has any ownership interest.
2. Dora Morrow alone signed a promissory note and mortgaged the Property to First



Franklin Mortgage. Thereafter, First Franklin Mortgage assigned the mortgage to Deutsche Bank. Bank of America services the mortgage loan for Deutsche Bank. Deutsche Bank filed an action to foreclose on the note and mortgage given by Dora Morrow on the Property in February 2010. It has been established in the foreclosure action that as of April 2009, Dora Morrow went into was in default of the note and mortgage assigned to Deutsche Bank and serviced by Bank of America. The pleadings in the foreclosure action brought by Deutsche Bank referenced this in paragraph 14 of the Complaint. Dora Morrow never filed an answer to the foreclosure complaint and therefore does not deny this allegation. Mr. Morrow claimed at trial that he or his wife made subsequent payments to Deutsche Bank through Bank of America pursuant to a forbearance or modification agreement. However, at trial, Mr. Morrow could only provide one copy of a check made to Bank of America after the April 2009 default. The Court finds this check would not cure the default under the mortgage, but Morrow shall be given credit for that payment in the foreclosure action.

3. Edman Hackworth owns Gutter Magic and periodically buys homes to fix up and sell. In August 2009, he noticed a for sale sign on the Property. When he contacted the listing agent, he was directed to Mr. Morrow as the listing agreement had expired. Mr. Hackworth met Mr. Morrow at the Property and then negotiated a sale of the Property giving Hackworth four (4) years to close, but payments in the interim.

4. Mr. Hackworth engaged a local attorney, Laura Teer, with the law firm of Bradford Neal Martin & Associates to draft a contract. Ms. Teer drafted a document entitled "Lease Agreement with Purchase Option." Mr. Hackworth testified he gave the draft document to Mr. Morrow who then made changes to the document which Mr. Hackworth and Morrow

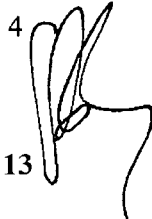
A handwritten signature in black ink, appearing to be 'L. Teer', is written over the page number 12.

reviewed together. Mr. Morrow testified that his copy of the Contract did not have the handwritten changes on 3rd Party Plaintiff's Exhibit 1, which was offered by Mr. Hackworth as the controlling contract. The Court finds the handwritten changes on 3rd Party Plaintiff's Exhibit 1 are also present on 3rd Party Defendant's Exhibit 1, the version of the contract Mr. Morrow entered into as evidence. Clearly, the handwriting renders the contract ambiguous. The Court entertained testimony and evidence to address this ambiguity.

One of the core disputes is whether all "lease" payments made by Mr. Hackworth were to be applied against the sales price. The typed words on 3rd Party Plaintiff's Exhibit 1 say in two different places that all lease payments would count towards the sales price. Mr. Hackworth testified that Mr. Morrow struck through the two sentences that payments would count towards principal, but after further negotiations, they both agreed Morrow's strikethroughs would not become a part of the contract. Mr. Morrow testified and acknowledged that "under" the strikethroughs was the appearance of the words "no" and an "x" next to the strikethroughs with both Mr. Hackworth and Mr. Morrow initials next to it. But, Mr. Morrow denied this meant the strikethroughs did not become part of the contract; however, other evidence gives support to Mr. Hackworth's position.

First, Paragraph VI of the Contract, 3rd Party Plaintiff's Exhibit 1, notes that a "security deposit" of \$4,374.48 is acknowledged as being received by Mr. Morrow. This amount is only a few hundred dollars higher than the sum of the Morrow's then outstanding monthly mortgage payments for April to August (August being the month of the contract), which would have brought the mortgage current. Mr. Hackworth testified that he gave Mr. Morrow \$10,000 to "get the property out of foreclosure" but could not produce a receipt. A witness named Rod Holmes

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A handwritten signature or set of initials, possibly "R.H.", written in black ink. The signature is stylized and appears to be written over the page number 13.

testified that Mr. Morrow admitted to him that Hackworth gave him \$10,000. Mr. Morrow testified he did not receive \$10,000 from Mr. Hackworth. I find the Mr. Morrow has failed to meet his burden of proof relative to payment of the full \$10,000 based upon the competing testimony. I do find the evidence supports a finding of fact that Mr. Hackworth gave Mr. Morrow \$4,374.48 as reflected in the contract. This \$4374.48 payment also lends credibility to Mr. Hackworth's position that all payments would count towards principal.

In further support of the position that all payments went toward principal, the two witnesses who worked for Mr. Hackworth at Gutter Magic, Jean Tate and Winslow Davidson, testified that Mr. Morrow came into Gutter Magic seeking payments from Mr. Hackworth for the house at issue. Both witnesses testified that on several occasions Mr. Morrow would ask Hackworth to pay more than just the lease payment so Hackworth could "pay it off sooner".

The best evidence is the receipts produced by Mr. Hackworth evidencing the payments to Mr. Morrow on the contract (3rd Party Plaintiff's Exhibit 3). All of the payments were acknowledged by Mr. Morrow. He also admitted that he signed all of the receipts, although he questioned one signature. None of the payments were for the exact monthly "lease" payment noted in the Contract. Rather, the total payments far exceed the lease payments due under the contract¹. No other reason was provided as to why Mr. Hackworth paid more than he was required, which supports Mr. Hackworth's position that the additional monies were paid and accepted in accordance with the agreement between the parties allowing for the monies paid by Hackworth to be applied to the purchase price.

Additional testimony that supports this position is the evidence in 3rd Party Plaintiff's

¹ The required Contract payments due during the timeframe of August 2009 to August 2013 total \$44,988.96 (\$937.27 x 48 months). The Court finds the evidence shows Mr. Hackworth had paid Morrow, as of the filing of the lawsuit in 2012, \$53,301.75

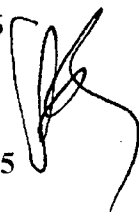
Exhibit 7, together with Mr. Hackworth's testimony that he spent over \$35,000 in repairing and renovating the house.

In the fall of 2011, Mr. Morrow went with Mr. Hackworth to meet with Attorney Teer, the attorney who drafted the original contract. Mr. Morrow explained then that Bank of America was not taking his checks. Mr. Morrow agreed then to allow Ms. Teer to assist him with the alleged issues Morrow was having with Bank of America. However, documentary evidence from Ms. Teer in March 2012 reflects Mr. Morrow did not respond to Ms. Teer's request for information necessary to authorize her to speak to Bank of America to address the issue for him. Ms. Teer's letter shows that despite repeated attempts by Ms. Teer to contact Mr. Morrow, he did not respond (3rd Party Plaintiff's Exhibit 6).

In October 2011, Mr. Hackworth found a "Vacancy Posting Notice" (3rd Party Plaintiff's Exhibit 8) on the door of the Property. He called the number on the notice, but there was no answer. He testified that later that month a couple of representatives for Bank of America arrived at the Property when he was working on it. They said they worked for Bank of America and the house was in foreclosure. Hackworth testified they told him to contact Bank of America. The next month, Hackworth tried to make payment to Morrow via certified Cashier's Check payable to Bank of America to ensure the check was applied to the mortgage (3rd Party Plaintiff's Exhibit 9). Morrow refused the Cashier's Check. Hackworth then hired counsel.

In February 2012, counsel sent Morrow notice that Hackworth considered Morrow to have breached the contract by not keeping the mortgage current (3rd Party Plaintiff's Exhibit 4). In March 2012, Hackworth, through counsel, sent Morrow notice that Hackworth was ready to close (3rd Party Plaintiff's Exhibit 5). Morrow refused. Hackworth then learned that Morrow

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had never got the house out of foreclosure and in fact had been in default since April 2009 and an Order and Judgment of Foreclosure and Sale had been filed in June 2010. It appears from the facts that Morrow received over \$50,000 from Hackworth for the sale of the house and only was able to produce one payment to the mortgage company during the same period of time.

It is interesting to the Court that, as noted earlier, the real property in question is owned only by Dora Morrow and the note and mortgage were executed only by Dora Morrow. Yet, Dora Morrow has been conspicuously absent from all dealings between Mr. Hackworth and Mr. Morrow. Further, Dora Morrow has filed no answers to the various claims against her in this lawsuit and did not appear at trial.

CONCLUSIONS OF LAW

1. Mr. Hackworth and the Morrows entered into a contract giving Hackworth an option to purchase the property prior to August 2013. While the parties initially disagreed whether lease payments would apply to the sales price, I find the preponderance of evidence shows that the parties agreed – as their actions evidence - that all payments would be applied towards the purchase price. This is supported by the testimony and documentary evidence.

2. The Morrows breached the contract by not being able to deliver, nor ever deliver, clear title to the Property to Mr. Hackworth. The Morrows never got the house out of foreclosure and therefore would never have been able to close on the contract to transfer clear title to Mr. Hackworth. As evidenced by the foreclosure judgment and pending sale by the Bank, the evidence shows that despite sufficient funds from Hackworth to keep the mortgage current, Morrow did not apply the payments to the mortgage. The actions of the Morrows, or lack thereof, constitutes a material breach of the contract with Mr. Hackworth.

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3. The Morrows breach of the contract was material. Mr. Hackworth notified Mr. Morrow of Hackworth's intent to close and Hackworth provided undisputed testimony regarding Hackworth's ability to close. Yet the Morrows failed to close. This also constitutes a material breach of contract.

4. The evidence produced makes it clear that the intent was for Mr. Hackworth to purchase the Property. Mr. Hackworth pled a cause of action for specific performance but the foreclosure frustrates that relief and therefore the Court awards Mr. Hackworth monetary damages for breach of contract in the amount of payments made to Mr. Morrow and the value of Mr. Hackworth's improvements to the Property as follows:

- a. The Court awards Hackworth monetary damages reflecting the total amount of those receipts signed by Mr. Morrow and that are contained in 3rd Party Plaintiff's Exhibit 3, plus the deposit acknowledged in the contract. These amounts total \$53,301.75.

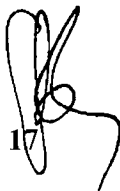
The Court rules that any money heretofore paid into the Kenison, Dudley & Crawford, LLC trust account as escrowed lease payments shall be released to Hackworth in partial satisfaction of the judgment and to be noted, based upon an affidavit of Attorney Dudley, by the Clerk of Court.

- b. The Court also awards damages to Mr. Hackworth in an amount representative of the improvements made to the Property in the amount of \$35,000.

The above judgment shall be filed in favor of Edman Hackworth and against John and Dora Morrow jointly and severally².

Upon the close of the evidence, the Morrows had not presented any evidence to support

² Ms. Morrow did not appear in Court to testify and no reasoning was provided for her failure to appear and provide testimony in her defense. No request was made to delay the trial because of her absence.



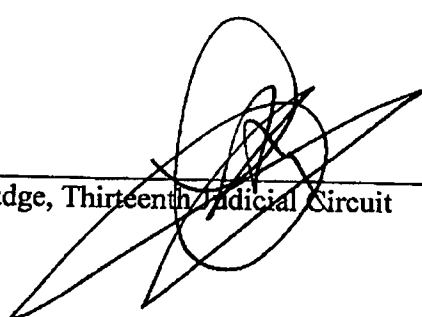
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any claim against Debbie Hackworth; therefore, the Court finds no basis for her to have been added as a Defendant and dismisses any claims against her.

Based upon the Court's finding that the Morrows breached the contract, the Court also determines that the claims of the Morrows against Mr. Hackworth are not supported by any evidence and are therefore also dismissed.

AND IT IS SO ORDERED.

September 3, 2013
Greenville, SC



Judge, Thirteenth Judicial Circuit

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

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,)
Defendants.)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS
2014 APR 28 PM 4 09

Edman Hackworth,)
3rd Party Plaintiff,)
vs.)

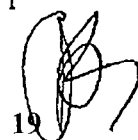
John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)
vs.)

Edman Hackworth and Debbie Hackworth,)
3rd 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

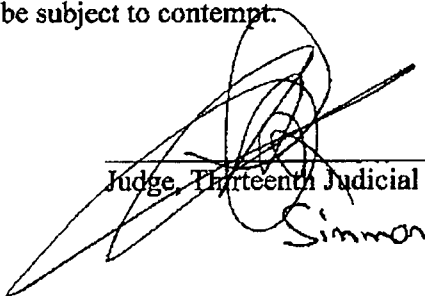
Settlement. It was not undisputed that Ms. Morrow signed the Short Sale Agreement in August 2013.

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

FILED-CLERK OF COURT
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 2014 APR 28 PM 4 09
Deutsche Bank National Trust Company vs. Dora S Morrow

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), SCRCP; ☐ Rule 41(a),
SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ 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. 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 -

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

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

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

38780.F31279
STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Deutsche Bank National Trust Company as
Trustee for First Franklin Mortgage Loan Trust
2006-FF1 Mortgage Pass-Through Certificates,
Series 2006-FF1,

PLAINTIFF,

vs.

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

DEFENDANT(S).

Edman Hackworth,

3rd Party Plaintiff,

vs.

John Morrow,

3rd Party Defendant.

John Morrow and Dora Morrow

3rd Party Plaintiffs,

vs.

Edman Hackworth and Debbie Hackworth,

3rd Party Defendants.

IN THE COURT OF COMMON PLEAS
C/A NO: 10-CP-23-1321

(NON-JURY MORTGAGE FORECLOSURE)

SECOND SUPPLEMENTAL ORDER
(DEFICIENCY WAIVED)

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FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENS/HER
2014 APR 7 AM 11 04

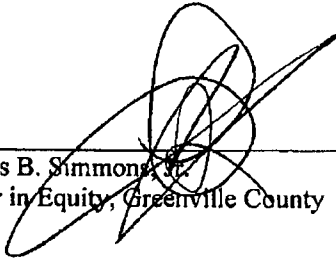
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On June 16, 2010, this Court issued its Order and Judgment of Foreclosure and Sale, which was filed on June 18, 2010. A Supplemental Order addressing various issues, including intervening litigation, was filed August 20, 2013. Thereafter, the plaintiff and mortgagor(s) engaged in loss mitigation efforts. Those efforts having failed, the plaintiff now wishes to proceed with this action. This Order is issued for the limited purpose of updating the judgment debt figures. I find that \$4,500.00 is a reasonable fee to award the plaintiff as attorneys' fees (no increase from that awarded in the prior Order.) The Plaintiff has advanced \$1,520.00 for attorney's fees and this amount is included in the corporate advances. It is, therefore, hereby

ORDERED that the Orders filed June 18, 2010 and August 20, 2013, are supplemented to reflect the total debt as follows:

Principal due as of December 1, 2009	\$138,841.44
Interest from November 1, 2009 through March 24, 2014 at 7.625%	33,417.56
Escrow adjustments (debits and credits)	12,841.03
Total Fees	53.03
Corporate Advance	1,174.50
Costs of collection prior to hearing	92.50
Attorney Fees (awarded but unpaid)	2,980.00
TOTAL DEBT including interest to date shown	\$189,400.06

AND IT IS SO ORDERED.



Charles B. Simmons, Jr.
Master in Equity, Greenville County

Greenville, South Carolina
3/25, 2014

A Certified Copy
Paul B. Wickham
Clerk of Court C.P. & G.S.
Greenville County, SC
Dated 4/14/14

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO: 2010CP2301321

Deutsche Bank National Trust Company vs. Dora S Morrow

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2014 APR 7 AM 11:04

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ 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 a Second Supplemental Order Reflecting Total Debt 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@greenvillecounty.org. If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 7th 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

*Please call
John Morrow*

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)

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

Plaintiff,)

vs.)

RULE TO SHOW CAUSE

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

Defendants.)

Edman Hackworth,)

3rd Party Plaintiff,)

vs.)

John Morrow,)

3rd Party Defendant.)

John Morrow and Dora Morrow,)

3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie Hackworth,)

3rd Party Defendants.)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENHAGEN
2014 AUG 29 PM 3 53

THIS MATTER COMES before the Court upon Motion of Defendant/Third-Party Plaintiff, Edman Hackworth ("Hackworth") seeking an Order for Contempt against Defendant Dora S. Morrow ("Defendant D. Morrow") for failure to comply with the Court's Order dated April 24, 2014, issued as a result of Hackworth's Motion to Enforce Settlement, or alternatively, bringing Defendant D. Morrow into Court to sign the remaining documents to effectuate a



settlement agreement reached between Hackworth and Defendant D. Morrow on August 23, 2013.

ORDERED that Defendant Dora S. Morrow appear before the Honorable Charles Simmons on the 19th day of September, 2014, at 11:00 a.m. o'clock in Courtroom 5 on the 3rd floor of the Greenville County Courthouse, Greenville, South Carolina, to execute any and all necessary documents to finalize the settlement between Hackworth and Defendant S. Morrow, and if she still refuses to do so, that this Court issue an Order for Contempt of Court to be given to the Sheriff of Greenville County for execution upon.

AND IT IS SO ORDERED.

Date: 8/19/14

S/Charles B. Simmons, Jr.
The Honorable Charles B. Simmons, Jr.
Master-in-Equity, 13th Judicial Circuit

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,)

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

Plaintiff,)

vs.)

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,)

ORDER

Defendants.)

_____))
Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

_____))
John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

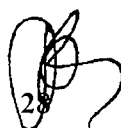
vs.)

Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)
_____)

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

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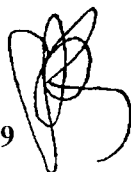
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Andrighetti, as counsel for Dora Morrow and John Morrow (collectively "Morrow"); and Matthew Tillman, as counsel for Deutsche Bank and its new loan serving agent, Select Portfolio Servicing, Inc. ("Select Portfolio").

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. The signature is stylized and appears to be a cursive or shorthand representation of the initials.

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.

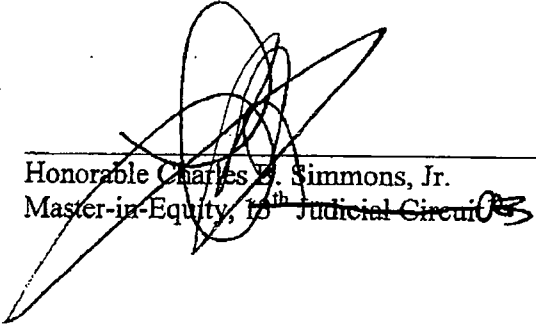
IT IS THEREFORE ORDERED THAT Dora Morrow shall comply with the terms of this Court's April 24, 2014 Order and shall, within ten (10) days from the entry of this Order, sign any and all necessary documents to effectuate the short sale as per the settlement agreement; and, if she still refuses to do so,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

IT IS SO ORDERED.

10/1, 2014


Honorable Charles B. Simmons, Jr.
Master-in-Equity, 15th Judicial Circuit

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

JUDGMENT IN A CIVIL CASE

CASE NO: 2010CP2301321

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2011 OCT 6 PM 3:35

Deutsche Bank National Trust Company vs. Dora S Morrow

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), SCRCP; ☐ Rule 41(a),
SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ 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 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. 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

Donald E. Rothwell PO Drawer 2789 Irmo, SC
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

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

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

Plaintiff,)

vs.)

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,)

Defendants.)

_____)
Edman Hackworth,)

3rd Party Plaintiff,)

vs.)

John Morrow,)

3rd Party Defendant.)

_____)
John Morrow and Dora Morrow,)

3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie Hackworth,)

3rd Party Defendants.)

ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFF'S MOTION TO
RECONSIDER OCTOBER 6, 2014 ORDER

On November 5, 2014, this Court conducted a telephone hearing to consider Plaintiff Deutsche Bank National Trust Company's ("Deutsche Bank") Motion to Reconsider this Court's October 6, 2014 Order. Present at the hearing were Thomas E. Dudley, III, as counsel for Defendant/Third-Party Plaintiff Edman Hackworth; and Matthew Tillman, as counsel for

IN THE COURT OF COMMON PLEAS

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

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2014 NOV 12 5 PM 4 13

ENTERED COMPUTER

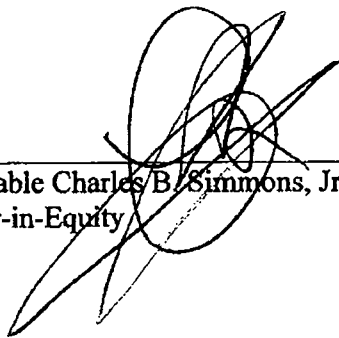
Deutsche Bank and its new loan servicing agent, Select Portfolio Servicing, Inc. ("Select Portfolio").

After due consideration of Deutsche Bank's motion and arguments made by the above-referenced counsel, this Court hereby:

GRANTS Deutsche Bank's request to amend the October 6, 2014 Order to remove any reference to holding Deutsche Bank in contempt for failure to close the subject sale within thirty days. So long as Deutsche Bank continues to meaningfully attempt to carry out the terms of the October 6, 2014 Order, it shall not be held in contempt.; and

DENIES Deutsche Bank's motion to reconsider the Court's holding that the subject settlement agreement is presently enforceable against Deutsche Bank.

IT IS SO ORDERED.



Honorable Charles B. Simmons, Jr.
Master-in-Equity

11/12, 2014

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

JUDGMENT IN A CIVIL CASE

CASE NO: 2010CP2301321

Deutsche Bank National Trust Company vs. Dora S Morrow

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), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit); ☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ 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 Granting in Part and Denying in Part Plaintiff's Motion to Reconsider October 6, 2014 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 cnoblitt@greenvillecounty.org. If you would like a copy via email, please provide a valid email address.

Dated at Greenville, South Carolina, this 12th day of November, 2014.

Court Reporter:

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

PRESIDING JUDGE -

Donald E. Rothwell PO Drawer 2789 Irmo, SC
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 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 for First Franklin Mortgage Loan Trust
2006-FF1 Mortgage Pass-Through Certificates,
Series 2006-FF1,

PLAINTIFF,

vs.

Dora S. Morrow; and Ray Martin,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: ~~2009~~-CP-23-1321
2010

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

ENTERED COMPUTER

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant(s) for foreclosure of a certain mortgage of real estate given by Dora S. Morrow to First Franklin a division of Nat. City Bank of IN in the amount of \$137,950.00, dated October 24, 2005, and recorded in the Office of the Register of Deeds for Greenville County in Book 4457 at Page 1030 on October 26, 2005.

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

All that certain piece, parcel or lot of land, together with improvements thereon, situated, lying and being in Greenville County, South Carolina and more particularly described as Lot 383, Del Norte, Section III, as shown on the plat thereof recorded in the RMC Office for Greenville County in Plat Book 4N, at page 14-15. Also shown on a Closing Survey prepared for Dora S. Morrow by Wallace & Associates dated January 18, 1996 recorded in the RMC Office for Greenville County in Plat Book 31 V page 88, reference to said plat being craved for a more complete description of metes and bounds. .

TMS#: 0538-10-01-383.00

Property Address: 6 Ladbrooke Ct., Greenville, SC

FINKEL LAW FIRM LLC

Post Office Box 71727

North Charleston, South Carolina 29415

(843) 577-5460

By:

Beverly J. Finkel/Thomas A. Shook

Susan S. White/Joseph T. Merli

Andrew M. Wilson

Attorneys for Plaintiff

Verified

February 17, 2010

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Deutsche Bank National Trust Company as
Trustee for First Franklin Mortgage Loan Trust
2006-FF1 Mortgage Pass-Through Certificates,
Series 2006-FF1,

PLAINTIFF,

vs.

Dora S. Morrow, et al.,

DEFENDANT(S).

Submitted By: ☐ Beverly J. Finkel SC Bar #: 9794
☐ Thomas A. Shook SC Bar #: 68340
☐ Susan S. White SC Bar #: 5453
☐ Joseph T. Merli SC Bar #: 3943
☐ Andrew M. Wilson SC Bar #: 72553

Address: PO Box 71727
N. Charleston, SC 29415

Telephone #: (843) 577-5460
 Fax #: (843) 725-0015
 Other:
 Email: bfinkel@finkellaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint.
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☒ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|---|---|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) _____ | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 ____-CP-_____
☐ Notice/ File Med Mal (230)
☐ Other (299) _____ | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) _____ | ☐ Claim & Delivery (400)
☐ Condemnation (410)
☒ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) _____ |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) _____ | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Other (799) _____ | Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) _____ | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) _____ |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) _____ | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510) | | |

Submitting Party Signature: Joseph T. Merli

Date: 02/17/2010

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.
 SCCA / 234 (11/09)

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

**SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN
ALTERNATE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.**

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Case are exempt from the ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals;
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference had been concluded.

**Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Deutsche Bank National Trust Company as
Trustee for First Franklin Mortgage Loan
Trust 2006-FF1 Mortgage Pass-Through
Certificates, Series 2006-FF1,

PLAINTIFF,

vs.

Dora S. Morrow, *et al.*,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

CIVIL ACTION NO: ~~2009~~-CP-23-1321
2010

**CERTIFICATE OF
EXEMPTION/WITHDRAWAL FROM
ARBITRATION AND MEDIATION**

FILED
CLERK OF COURT
2010 FEB 18 PM 1:35

I CERTIFY THAT THIS ACTION IS EXEMPT FROM ARBITRATION BECAUSE:

- ☐ Monetary relief requested in this case exceeds \$25,000;
- ☐ This is a class action;
- ☐ There is a substantial claim for injunction or declaratory relief requested in this case;
- ☒ This case involves (check one or more of the following:):
 - ☐ Title to real estate;
 - ☐ Wills, trusts and decedents' estates;
 - ☒ Mortgage foreclosure;
 - ☐ Partition;
- ☐ This is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
- ☐ Monetary relief requested in this case is unspecified but exceeds \$25,000;
- ☐ This case is a companion or related to similar actions pending in other courts with which the action might be consolidated but for lack of jurisdiction or venue;
- ☐ This action is appellate in nature;
- ☐ This is a post-conviction relief matter;
- ☐ This is a forfeiture proceeding brought by the State; or
- ☐ This is a contempt of Court proceeding.

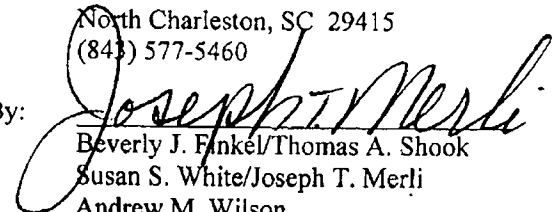
FINKEL LAW FIRM LLC

P.O. Box 71727

North Charleston, SC 29415

(843) 577-5460

By:



Beverly J. Finkel/Thomas A. Shook

Susan S. White/Joseph T. Merli

Andrew M. Wilson

Attorneys for Plaintiff

February 17, 2010

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Deutsche Bank National Trust Company as
Trustee for First Franklin Mortgage Loan
Trust 2006-FF1 Mortgage Pass-Through
Certificates, Series 2006-FF1,

PLAINTIFF,

vs.

Dora S. Morrow; and Ray Martin,

DEFENDANT(S).

TO THE ABOVE NAMED DEFENDANT(S):

IN THE COURT OF COMMON PLEAS

C/A NO: ~~2009~~-CP-23-1321
2010

SUMMONS AND NOTICES

(NON-JURY MORTGAGE FORECLOSURE)

FILED
2010 FEB 18 PM 1:35
CLERK OF COURT
JANET L. BROWN

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or to otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscribers at their office, 3955 Faber Place, Suite 200, P.O. Box 71727, North Charleston, South Carolina, 29415, or to otherwise appear and defend the action pursuant to applicable court rules, within thirty (30) days after 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 such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for relief demanded therein, and 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) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

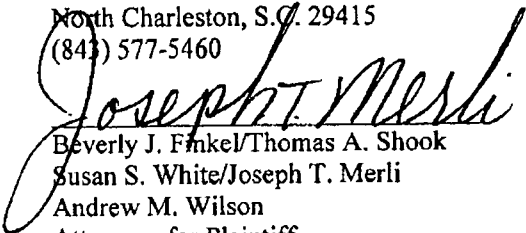
YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Greenville County, which Order shall, pursuant to Rule 53(b) of the

SCRCP, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

FINKEL LAW FIRM LLC
P.O. Box 71727
North Charleston, S.C. 29415
(843) 577-5460

By:


Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli
Andrew M. Wilson
Attorneys for Plaintiff

February 17, 2010

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Deutsche Bank National Trust Company as
Trustee for First Franklin Mortgage Loan Trust
2006-FF1 Mortgage Pass-Through Certificates,
Series 2006-FF1,

PLAINTIFF,

vs.

Dora S. Morrow; and Ray Martin,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 2007-CP-23-1321
2010

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

FILED
CLERK OF COURT
GREENVILLE, SC
2009 FEB 18 PM 1:36

The Plaintiff alleges as follows:

1. The Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
2. The Plaintiff is the owner and holder of the note and mortgage covering real property, which is the subject of the foreclosure action herein, located in the County of Greenville, State of South Carolina.
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 defendant(s) Dora S. Morrow a/k/a Dora S. Greer is not in the military service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act (2003).
6. On or about October 24, 2005, for value received, Dora S. Morrow executed and delivered to First Franklin a division of Nat. City Bank of IN a certain promissory note in the sum of \$137,950.00, together with interest thereon at an adjustable rate pursuant to the terms of the note.
7. To secure the payment of the said note and debt, secured thereby, and in accordance with the terms and conditions thereof, on October 24, 2005, Dora S. Morrow executed and delivered to First Franklin a division of Nat. City Bank of IN, its successors and assigns, a mortgage covering the following described property:

All that certain piece, parcel or lot of land, together with improvements thereon, situated, lying and being in Greenville County, South Carolina and more particularly described as Lot 383, Del Norte, Section III, as shown on the plat thereof recorded in the RMC Office for Greenville County in Plat Book 4N, at page 14-15. Also shown on a Closing Survey prepared for Dora S. Morrow by Wallace & Associates dated January 18, 1996 recorded in the RMC Office for Greenville County in Plat Book 31 V page 88, reference to said plat being craved for a more complete description of metes and bounds. .

TMS #: 0538-10-01-383.00

Property Address: 6 Ladbroke Ct., Greenville, SC

8. Thereafter the mortgage was recorded in the Office of the Register of Deeds for Greenville County in book 4457 at page 1030 on October 26, 2005.
9. The mortgage constitutes a first mortgage lien on the subject property.
10. Thereafter, the subject note and mortgage were assigned by instruments recorded, or to be recorded, in the Office of the Register of Deeds for Greenville, as follows:
 - (a). by assignment dated December 2, 2005, and recorded January 4, 2006, in book 4495 at page 431, First Franklin a division of National City Bank of Indiana assigned the subject note and mortgage to First Franklin Financial Corporation;
 - (b). Subsequently, the subject note and mortgage were assigned or otherwise transferred to Deutsche Bank National Trust Company as Trustee for First Franklin Mortgage Loan Trust 2006-FF1 Mortgage Pass-Through Certificates, Series 2006-FF1, the present lienholder and Plaintiff herein.
11. 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 the property is not owner occupied.
12. 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.
13. According to the terms of said mortgage, and as additional security, Dora S. Morrow 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.

14. The monthly payments due on said note and mortgage are in default since April 1, 2009, 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 April 1, 2009, the sum of \$102,953.38, together with interest at an adjustable rate pursuant to the terms of the note, from March 1, 2009, and also for the costs and disbursements of this action, including attorney's fees.

15. 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.

16. The Plaintiff does not demand a deficiency judgment in the event the sale of the real estate herein does not yield a sum sufficient to satisfy all indebtedness due unto the plaintiff, including costs and attorney's fees.

17. Ray Martin, claims or may claim an interest in the subject property by virtue of a mortgage from Dora S. Morrow f/k/a Dora S. Greer, dated October 11, 2007, and recorded October 29, 2007, in Book 4872 at Page 432, in the amount of \$7,500.0.

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 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.

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

5. 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.

6. 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.

7. 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.

8. 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:


Beverly J. Finkel/Thomas A. Shook/
Susan S. White/Joseph T. Merli/
Andrew M. Wilson
Attorneys for Plaintiff

February 17, 2010

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

1. As of February 28, 2010, you owe \$119,410.36. 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 First Franklin Mortgage Loan Trust 2006-FF1 Mortgage Pass-Through Certificates, Series 2006-FF1 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, in writing, the validity of the debt or some portion thereof.
4. If you, the Debtor, notify the Creditor's law firm in writing, thirty (30) days from receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to 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 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. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

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

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 Mortgage Pass-Through)
Certificates, Series 2006-FFI,)

Plaintiff,)

v.)

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,)

Defendants.)

Edman Hackworth,)

3rd Party Plaintiff,)

vs.)

John Morrow,)

3rd Party Defendant.)

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

THIRD PARTY SUMMONS

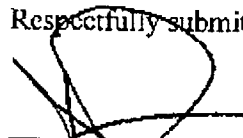
2012 JUN 12 A 10 18

FILED
CLERK OF COURT
CLERK OF COURT
CLERK OF COURT
CLERK OF COURT

TO THE THIRD PARTY DEFENDANT ABOVE NAMED:

YOU ARE HEREBY summoned and required to answer the Third Party Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Third Party Complaint on the subscribers at their offices located at 704 East McBee Avenue, Greenville, South Carolina, 29601, within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Third Party Complaint within the time aforesaid, the Third Party Plaintiffs in this action will apply to the Court and judgment by default will be rendered against you for the relief demanded in the Third Party Complaint.

Respectfully submitted,



Thomas E. Dudley, III (SC Bar # 66154)
KENISON, DUDLEY & CRAWFORD, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899
(864) 242-4844 – facsimile

Attorney for Defendant/Third-Party Plaintiff
Edman Hackworth

June 7, 2012
Greenville, SC

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 Mortgage Pass-Through)
Certificates, Series 2006-FFI,)

Plaintiff,)

v.)

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,)

Defendants.)

Edman Hackworth,)

3rd Party Plaintiff,)

vs.)

John Morrow,)

3rd Party Defendant.)

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

**VERIFIED ANSWER AND CROSS-CLAIMS
OF DEFENDANT EDMAN HACKWORTH
AGAINST DEFENDANT DORA S. MORROW
and THIRD PARTY COMPLAINT
AGAINST JOHN MORROW**

FILED IN COURT
RECEIVED
JUN 12 A 10 27
PAUL A. WILSON, CLERK

COMES NOW, the Defendant, Edman Hackworth ("Hackworth"), answering the Plaintiff's Complaint ("Complaint") and complaining of the Defendant, Dora S. Morrow ("D. Morrow") and Third Party Defendant John Morrow ("J. Morrow"), and would show the following:

FOR A FIRST DEFENSE

1. Upon information and belief, Hackworth admits to Paragraphs 1 through 4, inclusive, of Plaintiff's Complaint.
2. The allegations of Paragraphs 5 through 17, inclusive, do not require a response by this

Defendant. However, to the extent that any allegation contained in Paragraphs 1 through 17 are made against the interests of the Defendant, D. Morrow, the allegations are admitted as stated; however, to the extent that any allegations contained in Paragraphs 1 through 17 are made against the interests of Hackworth, the allegations are denied as stated.

FOR A SECOND DEFENSE BY WAY OF CROSS-CLAIM
AGAINST DORA S. MORROW
AND BY WAY OF THIRD-PARTY COMPLAINT
AGAINST JOHN MORROW

3. Hackworth incorporates the facts and allegations contained in the preceding paragraphs, to the extent consistent herewith, as if fully restated herein.

4. Hackworth has caused Lis Pendens to be filed against the property known as 6 Ladbroke Court in the County of Greenville ("Property"). Said Lis Pendens and a description of this property are attached hereto and incorporated herein by reference as "Exhibit 1".

5. Hackworth is a resident and citizen of Greenville County, State of South Carolina.

6. Upon information and belief, Defendant D. Morrow and Third-Party Defendant J. Morrow are citizens and residents of Greenville County, South Carolina.

7. Upon information and belief, Defendant D. Morrow and Third-Party Defendant J. Morrow are the owners of the Property known as 6 Ladbroke Court, Greenville County, Greenville, South Carolina.

8. Upon information and belief, Third-Party Defendant J. Morrow deeded his interest in the property to Defendant D. Morrow sometime in June of 2000, thereby making Defendant D. Morrow the sole owner of the Property. Hackworth was unaware of this at the time he entered into the contract with Defendant D. Morrow and Third-Party Defendant J. Morrow.

9. Third-Party Defendant J. Morrow has stated that he handles all business matters on behalf of Defendant D. Morrow.

10. Sometime in the spring or summer of 2009, Hackworth saw a For Sale sign on the Property and contacted the realtor. Hackworth then spoke with Third-Party Defendant J. Morrow, who told Hackworth that the property was in foreclosure.

11. Hackworth offered Defendant D. Morrow and Third-Party Defendant J. Morrow \$10,000 to have the foreclosure removed from the property, which was accepted by Defendant D. Morrow and Third-Party Defendant J. Morrow. It was also agreed that Defendant D. Morrow and Third-Party Defendant J. Morrow would sell the property to Hackworth for \$110,000.

12. On or about August 10, 2009, Hackworth and Defendant D. Morrow, together with Third-Party Defendant J. Morrow memorialized their understanding by entering into a written agreement ("contract"), which was signed by Hackworth and Defendant D. Morrow and Third-Party Defendant J. Morrow. A copy of said contract is attached hereto and incorporated herein by reference as "Exhibit 2". Said contract states that Third-Party Defendant J. Morrow is the "landlord."

13. When the contract was presented to Third-Party Defendant J. Morrow, Third-Party Defendant J. Morrow lined through the statements that all payments would offset the purchase price. After discussions with Hackworth, Third-Party Defendant J. Morrow agreed the lined through language would be effective. Both Hackworth and Third-Party Defendant J. Morrow noted this by writing "No" next to the lined through language and initialing it. It was expressly agreed that all payments went towards the purchase price.

14. Pursuant to their agreement, Hackworth paid \$10,000 to Defendant D. Morrow and to Third-Party Defendant J. Morrow on August 10, 2009 as a down payment for the purchase of the property and to be used by Defendant D. Morrow and Third-Party Defendant J. Morrow to get the property out of foreclosure.

15. Thereafter, starting in September of 2009 and continuing, Hackworth made monthly payments to Defendant D. Morrow and to Third-Party Defendant J. Morrow, which Hackworth understood would be applied towards the agreed upon purchase price of \$110,000 as stated in the contract, which was negotiated in the contract.

16. According to the contract, the monthly payments were to be in the sum of \$937.27; however, Hackworth made monthly payments to Defendant D. Morrow and to Third-Party Defendant J. Morrow towards the purchase of the property for at least the sum of \$937.27. On many occasions, Hackworth paid Defendant D. Morrow and Third-Party Defendant J. Morrow additional monthly funds totaling anywhere from \$1,000 - \$3,000, which were to be applied towards the purchase price. Third-Party Defendant J. Morrow insisted that all payments made by Hackworth be in cash; Third-Party Defendant J. Morrow would not accept a check or a money order.

17. Third-Party Defendant J. Morrow accepted all of Hackworth's monthly payments and issued receipts for same.

18. Since the signing of the contract, Hackworth has made numerous significant repairs and updates to the property, including but not limited to: replaced rotted wood on the exterior; wrapped all fascia and soffits; replaced vinyl siding; replaced windows and shutters; installed a new roof and 3 new doors; installed a new heat pump, new kitchen cabinets, and new carpet; and painted the entire interior of the house, for which Hackworth paid \$38,533.00.

19. Additionally, Hackworth paid the annual homeowners association dues in 2010.

20. Through January 4, 2012, Hackworth has paid Defendant D. Morrow and Third-Party Defendant J. Morrow at least the sum of \$58,940.00 towards the purchase price of \$110,000 for the property, as evidenced by the signed receipts Hackworth received from Third-Party Defendant J. Morrow. This amount does not include the money Hackworth invested in remodeling the house.

21. Prior to February 2012, Hackworth received a letter from the Bank of America (Hackworth understood that Bank of America was the prior mortgagee on the mortgage at issue) addressed to Defendant D. Morrow at the Property address.

22. Hackworth contacted Third-Party Defendant J. Morrow, who directed Hackworth to open the letter from Bank of America. The letter was a notice to Defendant D. Morrow to cure a mortgage default prior to foreclosure proceedings being initiated against the property.

23. Third-Party Defendant J. Morrow refused to answer any questions Hackworth had about what the Bank of America letter meant.

24. Sometime in February 2012, Hackworth received a letter from Defendant D. Morrow and Third-Party Defendant J. Morrow stating that Defendant D. Morrow and Third-Party Defendant J. Morrow were terminating the contract for Hackworth's alleged failure to satisfy the occupancy clause in the contract.

25. Except for times when there was no work (which would only be 2-3 days in a row, but never any more than that), Hackworth was at the property almost every day of the week working on the repairs and renovations.

26. On or about March 20, 2012, Hackworth's counsel sent a letter to Defendant D. Morrow and to Third-Party Defendant J. Morrow stating that Hackworth was ready to close on the property.

27. Hackworth asserts that he has a valid contract on the property and is ready to perform, but Defendant D. Morrow and Third-Party Defendant J. Morrow have refused to abide by their obligations in the contract.

28. Further, Hackworth did not know until April 18, 2012 that the property at issue had undergone foreclosure proceedings in 2010 and is to be sold at a foreclosure sale in the future.

FIRST CAUSE OF ACTION
(Constructive Trust- D. Morrow, J. Morrow)

29. Hackworth realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

30. Defendant D. Morrow is the owner of the subject property.

31. Due to the nature of the aforementioned transaction concerning the Property, including, without limitation, the following facts, Defendant D. Morrow and Third-Party Defendant J. Morrow have shown a propensity to hide and/or dispose of their assets in an effort to avoid their creditors:

- (a) Hackworth paid monies to Defendant D. Morrow and Third-Party Defendant J. Morrow with the expectation that said monies would be applied to Hackworth's purchase of the Property;
- (b) Hackworth improved the property with the expectation that he would benefit from such improvements under the terms of the contract;
- (c) Defendant D. Morrow and Third-Party Defendant J. Morrow wrongfully failed to use Hackworth's payments to get the Property out of foreclosure;
- (d) Defendant D. Morrow and Third-Party Defendant J. Morrow continued to keep Hackworth's payments knowing that the Property was in foreclosure;
- (e) Defendant D. Morrow and Third-Party Defendant J. Morrow failed to apply the payments they received from Hackworth towards the mortgage;
- (f) Defendant D. Morrow and Third-Party Defendant J. Morrow failed to notify Hackworth of the clear adverse impact that their failure to pay the mortgage had on Hackworth's interest in the property and on the parties' contract obligations;
- (g) Defendant D. Morrow and Third-Party Defendant J. Morrow demanded that Hackworth make the contractual payments to them in only cash, which Hackworth did;
- (h) The monies paid to Defendant D. Morrow and Third-Party Defendant J. Morrow are unaccounted for; and
- (i) The property is in foreclosure and possibly subject to sale.

32. Hackworth seeks the imposition of a constructive trust on the property or for the proceeds from the sale of this property.

**FOR A SECOND CAUSE OF ACTION
(Breach of Contract - D. Morrow, J. Morrow)**

33. Hackworth realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

34. Hackworth entered into a contract with Defendant D. Morrow and Third-Party Defendant J. Morrow. This contract was in writing (See Exhibit "2"). This contract was accepted by the Defendant D. Morrow and the Third-Party Defendant J. Morrow and Hackworth made a down payment of \$10,000.

35. The contract, as signed by Hackworth and Defendant D. Morrow and Third-Party Defendant J. Morrow, was an acceptance of Hackworth's offer to purchase the property, and became binding when Defendant D. Morrow and Third-Party Defendant J. Morrow signed the contract.

36. Hackworth, in reliance of the contract, made additional monthly payments to be applied towards the purchase price and made repairs to the property at his own cost.

37. Hackworth complied with his obligations under the contract.

38. Defendant D. Morrow and Third-Party Defendant J. Morrow breached the contract in not going forward with the closing, in attempting to terminate the contract without cause, in failing to get and keep the house out of foreclosure, in taking Hackworth's money and not telling Hackworth that the house was in foreclosure, and in converting, for their own personal use, the money paid by Hackworth towards the purchase of the house.

39. As a result of Defendant D. Morrow's and Third-Party Defendant J. Morrow's breach of the contract, Hackworth has been damaged in an amount to be determined, including attorneys' fees.

THIRD CAUSE OF ACTION
(Specific Performance – D. Morrow, J. Morrow)

40. Hackworth realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

41. Hackworth entered into a valid contract with Defendant D. Morrow and Third-Party Defendant J. Morrow for the purchase of the property. In reliance on the contract with Defendant D. Morrow and Third-Party Defendant J. Morrow, Hackworth made additional monthly payments and updated/repaired the property at his own expense.

42. Because of the unique nature of the real estate, Hackworth prays that Defendant D. Morrow and Third-Party Defendant J. Morrow be ordered to convey the property as contracted free and clear of any liens or mortgages.

FOURTH CAUSE OF ACTION
(Conversion – D. Morrow, J. Morrow)

43. Hackworth realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

44. The monies Hackworth paid to Defendant D. Morrow and Third-Party Defendant J. Morrow was to be used to pay the mortgage and to get the property out of foreclosure. Third-Party Defendant J. Morrow insisted that all payments made by Hackworth be in cash because Third-Party Defendant J. Morrow would not accept a check or a money order.

45. Yet, upon receipt of such payments made by Hackworth, Defendant D. Morrow and Third-Party Defendant J. Morrow used the monies for their own use and benefit instead of using the monies to pay the mortgage.

46. Defendant D. Morrow's and Third-Party Defendant J. Morrow's use of Hackworth's payments for their own personal use was without the express or implied permission of Hackworth.

47. Defendant D. Morrow and Third-Party Defendant J. Morrow wrongfully used those payments for their own use.

48. As a direct and proximate result of Defendant D. Morrow's and Third-Party Defendant J. Morrow's conduct, Hackworth has suffered actual, consequential and special damages, including but not limited to attorneys' fees and costs associated with bringing this action, in an amount to be determined.

49. Defendant D. Morrow's and Third-Party Defendant J. Morrow's conduct in this matter is so outrageous and egregious as to warrant an award of punitive damages.

FIFTH CAUSE OF ACTION
(Constructive Fraud – D. Morrow, J. Morrow)

50. Hackworth realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

51. Defendant D. Morrow and Third-Party Defendant J. Morrow made misrepresentations to Hackworth, including but not limited to, misrepresentations that the property was for sale and that the payments Hackworth was making to Defendant D. Morrow and Third-Party Defendant J. Morrow were being used to pay the mortgage and keep the property out of foreclosure.

52. Defendant D. Morrow's and Third-Party Defendant J. Morrow's representations were false and material.

53. Upon information and belief, Defendant D. Morrow and Third-Party Defendant J. Morrow made these representations either with knowledge of their falsity or with reckless disregard for the truth.

54. Upon information and belief, Defendant D. Morrow and Third-Party Defendant J. Morrow intended for Hackworth to act upon and in reliance upon these representations.

55. Hackworth was unaware of the falsity of Defendant D. Morrow's and Third-Party Defendant J. Morrow's representations and justifiably relied upon and in reliance upon the representations.

56. As a direct and proximate result of Defendant D. Morrow's and Third-Party Defendant J. Morrow's conduct, Hackworth has suffered actual, consequential and special damages, including but not limited to attorney's fees, and other costs and expenses associated with the bringing of this action, in an amount to be determined.

57. Defendant D. Morrow's and Third-Party Defendant J. Morrow's conduct in this matter is so outrageous and egregious as to warrant an award of punitive damages.

**SIXTH CAUSE OF ACTION
(Fraud – D. Morrow, J. Morrow)**

59. Hackworth realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

60. Defendant D. Morrow and Third-Party Defendant J. Morrow represented to Hackworth, and it was understood by Hackworth that the property was for sale and that the payments made by Hackworth would go to pay the mortgage Defendant D. Morrow had on the property.

61. Defendant D. Morrow and Third-Party Defendant J. Morrow took Hackworth's down payment of \$10,000, along with the rest of Hackworth's monthly payments, and expressly represented to Hackworth that the money would be used to get the property out of foreclosure and to pay the mortgage, neither of which were ever done. All but one payments made by Hackworth were in cash at the insistence of Third-Party Defendant J. Morrow.

62. Defendant D. Morrow and Third-Party Defendant J. Morrow knew that the mortgage was not being paid and that the property was foreclosed upon.

63. Defendant D. Morrow and Third-Party Defendant J. Morrow failed to inform Hackworth that the property had been foreclosed upon and continued taking Hackworth's money. As a direct and proximate result of the false misrepresentations, Hackworth suffered actual, special and consequential damages in an amount to be determined.

64. Hackworth asserts that the fraudulent conduct of Defendant D. Morrow and Third-Party Defendant J. Morrow entitles him to an award of punitive damages in addition to the actual, special and consequential damages in an amount to be determined.

**SEVENTH CAUSE OF ACTION
(Unjust Enrichment – D. Morrow, J. Morrow)**

65. Hackworth realleges the allegations contained in the foregoing paragraphs as if fully set forth herein.

66. Hackworth has made numerous significant repairs and updates to the property, including but not limited to: replaced rotted wood on the exterior; wrapped all fascia and soffits; replaced vinyl siding; replaced windows and shutters; installed a new roof and 3 new doors; installed a new heat pump, new kitchen cabinets, and new carpet; and painted the entire interior of the house, for which Hackworth paid \$38,533.00.

67. Defendant D. Morrow and Third-Party Defendant J. Morrow have, as a result of the upgrades and repairs made by Hackworth, had the property appreciate in value and have otherwise received benefits as a result of Hackworth's efforts in making improvements to the Property.

68. Defendant D. Morrow and Third-Party Defendant J. Morrow are aware that payment to Hackworth for the improvements he made to the Property has not been made by Defendant D. Morrow and Third-Party Defendant J. Morrow.

69. As a direct result thereof, Defendant D. Morrow and Third-Party Defendant J. Morrow have obtained the benefit of these improvements and has been unjustly enriched in an amount to be determined.

70. Hackworth is informed and believes that he is entitled to judgment against Defendant D. Morrow and Third-Party Defendant J. Morrow for the reasonable value of the materials and improvements made to the Property.

WHEREFORE, Defendant Edman Hackworth prays for the following relief:

- a) Judgment against Defendant Dora S. Morrow and against Third-Party Defendant John Morrow, on the Second Defense, First Cause of Action (Constructive Trust) imposing a Constructive Trust on the Property;
- b) Judgment against Dora S. Morrow and against Third-Party Defendant John Morrow, on the Second Defense, Second Cause of Action (Breach of Contract), in an amount(s) to be determined, and for actual, consequential, special and punitive damages in an amount to be determined;
- c) That Defendant Dora S. Morrow and Third-Party Defendant John Morrow be ordered to convey the property as contracted free and clear of any liens or mortgages to Hackworth, on the Second Defense, Third Cause of Action (Specific Performance);
- d) Judgment against Dora S. Morrow and against Third-Party Defendant John Morrow, on the Second Defense, Fourth Cause of Action (Conversion), in an amount(s) to be determined, and for actual, consequential, special and punitive damages in an amount to be determined;
- e) Judgment against Defendant Dora S. Morrow and against Third-Party Defendant John Morrow, on the Second Defense, Fifth Cause of Action (Constructive Fraud), in an amount(s) to be determined, and for actual, consequential, special and punitive damages in an amount to be determined;
- f) Judgment against Defendant Dora S. Morrow and against Third-Party Defendant John Morrow, on the Second Defense, Sixth Cause of Action (Fraud), in an amount(s) to be determined, and for actual, consequential, special and punitive damages in an amount to be determined;
- g) Judgment against Defendant Dora S. Morrow and against Third-Party Defendant John Morrow, on the Second Defense, Seventh Cause of Action (Unjust Enrichment), in an amount(s) to be determined;
- h) For an award of attorneys' fees;

- i) For an award of the costs of this action; and
- j) For such other and further relief that this Court deems just and proper.

Respectfully submitted,



Thomas E. Dudley, III (SC Bar # 66154)
KENTSON, DUDLEY & CRAWFORD, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899
(864) 242-4844 – facsimile

Attorney for Defendant/Third-Party Plaintiff
Edman Hackworth

June 7, 2012
Greenville, SC

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 Mortgage Pass-Through)
Certificates, Series 2006-FFI,)

Plaintiff,)

v.)

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,)

Defendants.)

Edman Hackworth,)

3rd Party Plaintiff,)

vs.)

John Morrow,)

3rd Party Defendant.)

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

VERIFICATION

2012 JUN 12 A 10:27

FILED
CLERK OF COURT
GREENVILLE
SOUTH CAROLINA

PERSONALLY APPEARED before me Edman Hackworth who, after being duly sworn, states that he one of the Defendants and the 3rd Party Plaintiff in this action; that he has read the statements contained in the foregoing Answer, Crossclaim and Third-Party Complaint, and the same are true and correct of his own knowledge, and as to those statements made upon information and belief, he believes them to be true.


Edman Hackworth

SWORN to before me this the
7th day of JUNE, 2012.


Notary Public for South Carolina
My Commission Expires: 1-29-2017

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Edmon Hackworth,

Plaintiff,

vs.

Dora S. Morrow,

Defendant.

IN THE COURT OF COMMON PLEAS

2012 APR 17 A 11: 51

C.A. No.: 2012-LP-23-_____

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
JULIE WICKENBARGER

LIS PENDENS

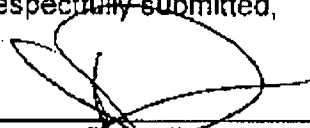
IN RE 6 Ladbroke Court,
PARCEL # 0538100138300
Greenville County

TO: THE DEFENDANT ABOVE NAMED:

NOTICE IS HEREBY GIVEN, pursuant to S.C. Code Ann. §15-11-10, that not more than 20 days from the filing of this Notice of Lis Pendens, an action will be commenced by the above-named Plaintiff against the above-named Defendant, based on Plaintiff having a contractual and equitable interest in and to the property more fully described in Exhibit "A" attached hereto and incorporated by reference.

Respectfully submitted this 13th day of April, 2012.

Respectfully submitted,



Thomas E. Dudley, III (SC Bar # 66154)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899

Attorney for Plaintiff

RECORDED IN BOOK

113 PAGE 022

EXHIBIT A

All that certain piece, parcel or lot of land, together with improvements thereon, situated, lying and being in Greenville County, South Carolina and more particularly described as Lot 383, Del Norte, Section III, as shown on the plat thereof recorded in the RMC Office for Greenville County in Plat Book 4N, at page 14-15. Also shown on a Closing Survey prepared for Dora S. Morrow by Wallace & Associates dated January 18, 1996 recorded in the RMC Office for Greenville County in Plat Book 31V page 88, reference to said plat being craved for a more complete description of metes and bounds. .

This is the same property conveyed to Dora S. Morrow by deed of John Morrow, dated June 12, 2000 and recorded June 12, 2000 in the Office of the RMC for Greenville County in Book 1914, Page 1424.

Parcel Number: 0538-10-01-383.00

Property Address: 6 Ladbroke Court, Greenville, SC 29615

Prepared under the supervision of Likens & Blomquist, PA

STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

IN THE COURT OF COMMON PLEAS

Edman Hackworth,

C.A. No.: 2012-LP-23-_____

Plaintiff,

LIS PENDENS

vs.

IN RE 6 Ladbroke Court,
PARCEL # 0538100138300
Greenville County

Dora S. Morrow and Deutsche Bank
National Trust Company, as Trustee for
First Franklin Mortgage Loan Trust
2006-FFI Mortgage Pass-Through
Certificates, Series 2006-FFI,

Defendants.

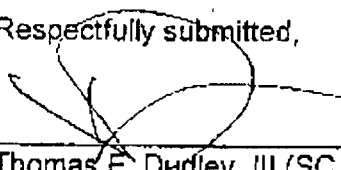
2012 MAY -4 AM 9:45

TO: THE DEFENDANT ABOVE NAMED:

NOTICE IS HEREBY GIVEN, pursuant to S.C. Code Ann. §15-11-10, that not more than 20 days from the filing of this Notice of Lis Pendens, an action will be commenced by the above-named Plaintiff against the above-named Defendants, based on Plaintiff having a contractual and equitable interest in and to the property more fully described in Exhibit "A" attached hereto and incorporated by reference.

Respectfully submitted this 2nd day of May, 2012.

Respectfully submitted,


Thomas E. Dudley, III (SC Bar # 66154)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899

Attorney for Plaintiff

RECORDED IN BOOK RR6 PAGE 11

EXHIBIT A

All that certain piece, parcel or lot of land, together with improvements thereon, situated, lying and being in Greenville County, South Carolina and more particularly described as Lot 383, Del Norte, Section III, as shown on the plat thereof recorded in the RMC Office for Greenville County in Plat Book 4N, at page 14-15. Also shown on a Closing Survey prepared for Dora S. Morrow by Wallace & Associates dated January 18, 1996 recorded in the RMC Office for Greenville County in Plat Book 31V page 88, reference to said plat being craved for a more complete description of meies and bounds. .

This is the same property conveyed to Dora S. Morrow by deed of John Morrow, dated June 12, 2000 and recorded June 12, 2000 in the Office of the RMC for Greenville County in Book 1914, Page 1424.

Parcel Number: 0538-10-01-383.00

Property Address: 6 Ladbroke Court, Greenville, SC 29615

Prepared under the supervision of Likens & Blomquist, PA

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Edman Hackworth,)

Plaintiff,)

vs.)

Dora S. Morrow and Deutsche Bank
National Trust Company, as Trustee for)
First Franklin Mortgage Loan Trust)
2006-FFI Mortgage Pass-Through)
Certificates, Series 2006-FFI,)

Defendant.)

IN THE COURT OF COMMON PLEAS

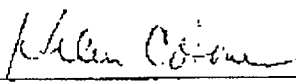
C.A. No.: 2012-EP-23-

CERTIFICATE OF SERVICE

This is to certify that I have served a true copy of the foregoing Lis Pendens on all parties to this action on this 2nd day of May, 2012, by depositing a copy of same in the United States Mail, postage prepaid, addressed as follows:

Dora S. Morrow
11 Marigold Court
Greenville, SC 29615
Defendant Pro Se

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


Helen Cotrone
Legal Assistant

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Edmon Hackworth,

Plaintiff,

vs.

Dora S. Morrow,

Defendant.

IN THE COURT OF COMMON PLEAS

2012 APR 17 A 11: 51

C.A. No.: 2012-LP-23-

FILED-CLERK OF COURT
GREENVILLE CO. S.C.

LIS PENDENS

IN RE 6 Ladbroke Court,
PARCEL # 0538100138300
Greenville County

TO: THE DEFENDANT ABOVE NAMED:

NOTICE IS HEREBY GIVEN, pursuant to S.C. Code Ann. §15-11-10, that not more than 20 days from the filing of this Notice of Lis Pendens, an action will be commenced by the above-named Plaintiff against the above-named Defendant, based on Plaintiff having a contractual and equitable interest in and to the property more fully described in Exhibit "A" attached hereto and incorporated by reference.

Respectfully submitted this 13th day of April, 2012.

Respectfully submitted,


Thomas E. Dudley, III (SC Bar # 66154)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899

Attorney for Plaintiff

RECORDED IN BOOK 413 PAGE 022

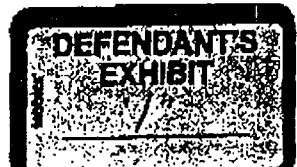


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Parcel Number: 0538-10-01-383.00

Property Address: 6 Ladbroke Court, Greenville, SC 29615

Prepared under the supervision of Likens & Blomquist, PA

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Edman Hackworth,)

Plaintiff,)

vs.)

Dora S. Morrow and Deutsche Bank)

National Trust Company, as Trustee for)

First Franklin Mortgage Loan Trust)

2006-FFI Mortgage Pass-Through)

Certificates, Series 2006-FFI,)

Defendants.)

IN THE COURT OF COMMON PLEAS

C.A. No.: 2012-LP-23-_____

LIS PENDENS

IN RE 6 Ladbroke Court,

PARCEL # 0538100138300

Greenville County

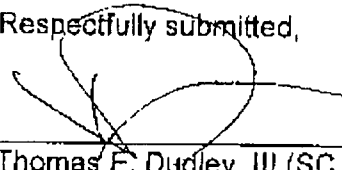
2012 MAY -4 AM 9:45
CLERK OF COURT
CLERK OF COURT
CLERK OF COURT

TO: THE DEFENDANT ABOVE NAMED:

NOTICE IS HEREBY GIVEN, pursuant to S.C. Code Ann. §15-11-10, that not more than 20 days from the filing of this Notice of Lis Pendens, an action will be commenced by the above-named Plaintiff against the above-named Defendants, based on Plaintiff having a contractual and equitable interest in and to the property more fully described in Exhibit "A" attached hereto and incorporated by reference.

Respectfully submitted this 2nd day of May, 2012.

Respectfully submitted,


Thomas E. Dudley, III (SC Bar # 66154)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899

Attorney for Plaintiff

RECORDED IN BOOK RR6 PAGE 11

EXHIBIT A

All that certain piece, parcel or lot of land, together with improvements thereon, situated, lying and being in Greenville County, South Carolina and more particularly described as Lot 383, Del Norte, Section III, as shown on the plat thereof recorded in the RMC Office for Greenville County in Plat Book 4N, at page 14-15. Also shown on a Closing Survey prepared for Dora S. Morrow by Wallace & Associates dated January 18, 1996 recorded in the RMC Office for Greenville County in Plat Book 31V page 88, reference to said plat being craved for a more complete description of metes and bounds. .

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Property Address: 6 Ladbroke Court, Greenville, SC 29615

Prepared under the supervision of Likens & Blomquist, PA

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

Edman Hackworth,)

Plaintiff,)

vs.)

Dora S. Morrow and Deutsche Bank)
National Trust Company, as Trustee for)
First Franklin Mortgage Loan Trust)
2006-FFI Mortgage Pass-Through)
Certificates, Series 2006-FFI,)

Defendant.)

IN THE COURT OF COMMON PLEAS

C.A. No.: 2012-EP-23-

CERTIFICATE OF SERVICE

This is to certify that I have served a true copy of the foregoing Lis Pendens on all parties to this action on this 2nd day of May, 2012, by depositing a copy of same in the United States Mail, postage prepaid, addressed as follows:

Dora S. Morrow
11 Marigold Court
Greenville, SC 29615
Defendant Pro Se

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


Helen Cotrone
Legal Assistant

LEASE AGREEMENT WITH PURCHASE**I. PARTIES**

The parties to this agreement are the Landlord, John Morrow, and, the Tenant, Edman Hackworth.

II. PROPERTY

Landlord leases to Tenant(s) a dwelling located at:
Address: 6 Ladbroke Ct.
City/State/Zip: Greenville, SC 29615

III. TERM

The term of this lease shall be four years commencing on: 8-1-10 until 8-1-14. This lease shall automatically self-extend under the same terms and conditions as the initial lease for a period of four years unless and until otherwise terminated. In the event of termination, either party shall provide the other party with thirty (30) days notice before a termination date.

IV. ~~RENT~~ ^{House} _{RENT}

The rent shall be ²⁷\$937.24/ month payable on the 1st day of every month, in advance, so long as this lease is in force. A penalty of \$45 will be assessed if payment is not made by the 6th day of every month. If the option to purchase is exercised, all ~~payments made shall apply to the purchase price.~~

V. APPLIANCES

The following appliances and furniture are included in the rental of these premises: stove and ceiling fans. DISH WASHER - OVEN

VI. SECURITY DEPOSIT

Tenant has deposited with Landlord the sum of \$4,374.48. Receipt of which is hereby acknowledged by the Landlord. Such deposit shall be applied to the sums due under this Agreement less any set off for damages to the Premises if the Agreement is terminated.

VII. OCCUPANTS

The Tenant(s) shall not permit the dwelling to be occupied for longer than a temporary visit by anyone except the individuals listed below and except any children born to or adopted by such individuals during the term of this lease; however, the landlord reserves the right to terminate this lease if the additional occupants would render the dwelling overcrowded under the State Sanitary Code.

VIII. NOTICES

All notices shall be in writing and shall be given to the Tenant at 631 Hammett Road, Greer, SC 29650; all rents and notices which shall be in writing, shall be given to the Landlord at: _____ ✓

IX. UTILITIES

All utilities shall be paid by the Tenant. ✓

X. TENANT(S) AGREES

A. Use of Property. Tenant(s) shall use the property for residential purposes only. Tenant agrees not to engage in or permit any household members, relatives, guests, invitees or agents to engage in any unlawful use of the dwelling unit, common areas or grounds. ✓

B. Notice of Absence from Unit. Tenant(s) shall notify the landlord in writing if the dwelling unit will be left unoccupied by at least one adult household member for a period of longer than 30 days, and shall advise Landlord how to contact Tenant during such period. ✓

C. Tenant's Duty to Maintain Premises. The Tenant(s) shall maintain the premises in a clean and neat condition and will provide all maintenance required on the premises.

D. Subleasing. Tenant(s) shall not assign this agreement or sublet the dwelling unit without the written consent of the Landlord. Such consent shall not be withheld without good reason. This paragraph shall not prevent Tenant(s) from having guests for reasonably short periods of time. ✓

E. Permission for Landlord to Enter Unit. Tenant(s) agrees to allow Landlord or its agents to enter the dwelling upon reasonable advance notice in order to inspect the premises, to exterminate for pests, and to ~~make repairs~~. The Tenant(s) will not be unreasonable in denying entry. Landlord may also enter the premises without prior consent if it appears to have been abandoned by the Tenant or in case of emergency, and as otherwise permitted by law or court order. ✓

F. Notification of Termination. Tenant shall not terminate this lease except for serious or repeated breach of Landlord's obligations hereunder. Tenant shall provide a 30-day written notice of intent to terminate prior to terminating this lease. ✓

XI. LANDLORD AGREES

A. Insurance. The Landlord agrees to maintain insurance on the residence until such time as the Tenant exercises the option of purchase and the purchase has been completed. Landlord agrees to otherwise comply with an Owner's obligations under South Carolina law. ✓

B. Repair of Premises. Landlord will be responsible for repair of premises necessitated by water entering the crawl space or other areas of the premises as a result of drainage issues. Landlord and Tenant have each been made aware of these previously existing issues and understand Landlord has taken measures to correct the problem. ✓

B. Destruction of Premises. If the Premises are rendered uninhabitable by fire, flood or other natural disaster during the term of this agreement, this agreement shall be thereupon terminated. ✓

C. Notification of Termination. Landlord shall not terminate this lease except for serious or repeated breach of Tenant's obligations hereunder, in cases of nonpayment of rent. Landlord may terminate tenancy by a 14-day written notice to vacate in all other cases. Landlord may terminate the tenancy by a 30-day written notice to vacate. ✓

XII. OPTION TO PURCHASE

A. Purchase Price. The purchase price is \$110,000. ^{OK} All ~~rental payments made shall~~ apply towards the purchase price. ~~NO RENT~~ ✓

B. Option Period. Tenant may exercise his option to purchase at any time during the rental period by providing written notice of the exercise of the option. Landlord shall respond in writing within 15 days of his acceptance of the Tenant's exercise of the option. Within four years from the date of execution of this Agreement, Tenant agrees to exercise the option to purchase if the Agreement has not been terminated according to its terms. ✓

C. Terms of Option. Within 30 days of the exercise of the option to purchase by Tenant, Landlord and Tenant shall enter into a written Contract of Sale containing all the terms mutually agreed upon by the Parties and all disclosures and information required by State or Federal law. Landlord agrees within 90 days of the exercise of Tenant's option to convey marketable title to the Property to Tenant in fee simple by proper deed in recordable form with covenants of general warranty, subject to normal utility easements, applicable restrictive covenants, governmental regulations and assessments. ✓

D. ☒ Wood Infestation Report. Landlord agrees to provide at its expense an "Official South Carolina Wood Infestation Report" in which no infestation or damage is reported or if there is damage observed, that it is insufficient to recommend repair. If infestation or sufficient damage is observed, Landlord shall cause same to be repaired prior to closing or permit Tenant's closing attorney to escrow funds from the sales proceeds in an amount equal to the costs of such repair. ✓

E. ☒ Risk of Loss and Damage. In case the Property is wholly or partially damaged by fire, storm or other casualty, Tenant may elect for ten (10) days after receiving written notice thereof, to proceed hereunder with a mutually agreed adjustment in the Purchase Price, or terminate this Agreement and receive back the Security Deposit. In the event the Property is damaged by the Tenant, or by any person upon the Property on the Tenant's behalf, such damage shall be repaired by Tenant. ✓

XIII. ADDITIONAL PROVISIONS

A. Tenant(s), a member of the Tenant's household, relatives, invitees, guests or agents are prohibited from smoking inside the premises. ✓

B. In the event of flood, fire or other unforeseeable calamity, Landlord will not be responsible for compensating or replacing Tenant's personal property. If Tenant wishes to protect their personal property it is strongly suggested that Tenant(s) obtain appropriate rental insurance. ✓

C. Miscellaneous. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid and unenforceable provisions were omitted. This Agreement may be executed in counterparts, each of which shall be deemed to be an original. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. No failure of a party to exercise any power or right granted hereunder or to insist upon strict compliance with any obligation specified herein, and no practice at variance with the terms hereof, shall constitute a waiver of said power or right unless expressly authorized in writing by the affected party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal representatives, successors and assigns. This Agreement may not be assigned by Tenant without Landlord's written consent.

XIII. CHANGES

No changes or additions to this Agreement shall be made except by written agreement between Landlord and Tenant(s). This Agreement represents the entire agreement between Landlord and Tenant(s).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

✓ LANDLORD
 ✓ John Morrow
John Morrow
John Morrow
 John Morrow

TENANT

Edman Hackworth
 Edman Hackworth

8/10/09
 Date

8-10-09
 Date

MAIL checks to:
 Morrow

PC/20k, SC

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^{House}
~~RENT~~ ^{Prnts}
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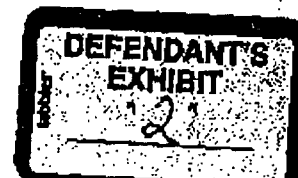
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

✓ LANDLORD

John Morrow

John Morrow

John Morrow

John Morrow

TENANT

Edman Hackworth

Edman Hackworth

Date

8/10/09

Date

8-10-09

MAIL checks to:
Morrow

pe/201, SC

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

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

Plaintiff,)

-vs-

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,)

Defendants.)

Edman Hackworth,)

3d Party Plaintiff,)

vs.)

John Morrow,)

3d Party Defendant.)

John Morrow and Dora Morrow)

3d Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie)
Hackworth,)

3d Party Defendants.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

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

SUMMONS

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
MAY 3, 2010
JUL - 3 A 9 45

TO THE DEFENDANT EDMAN HACKWORTH ABOVE NAMED:

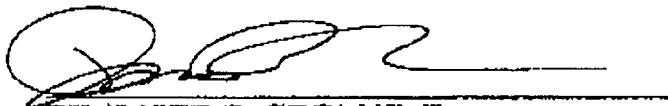
You are hereby summoned and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to file and serve a copy of your Answer to the said Complaint upon the subscriber, attorney for plaintiff, at the following address:

**David B. Greene
Attorney at Law
11 McGee Street
Greenville, South Carolina 29601**

within thirty (30) days after the service hereof, exclusive of the day of such service. The original hereof was filed in the office of the Clerk of this Court for this County and State on the date and time stamped hereon.

If you fail to answer the Complaint within the aforesaid time, Plaintiff will apply to the Court for the relief demanded in the Complaint.

**GREENE LAW FIRM, P.A.
DAVID B. GREENE (SC Bar No. 2405)
Attorney for Defendant Dora Morrow and
3d Party Defendant John Morrow
11 McGee Street
Greenville, South Carolina 29601
864-271-7940**


BY: DAVID B. GREENE, Esq.

Greenville, South Carolina
7-3, 2012

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

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

Plaintiff,)

-vs-)

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,)

Defendants.)

Edman Hackworth,)

3d Party Plaintiff,)

vs.)

John Morrow,)

3d Party Defendant.)

John Morrow and Dora Morrow)

3d Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie)
Hackworth,)

3d Party Defendants.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
C. A. No. 2010-CP-23-1921

ANSWER TO CROSSCLAIM
ANSWER TO THIRD
PARTY COMPLAINT
AND COUNTERCLAIM

2012 JUL - 3 A 9:11

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
MADE B WICKENSIMER

Your defendant Dora Morrow and 3d party defendant John Morrow, (hereinafter collectively referred to as "defendant Morrow" or "defendant") answering the cross-claim and third party complaint of defendant Hackworth, would respectfully show the Court as follows:

FOR A FIRST DEFENSE

BY WAY OF ANSWER

1. That defendant denies each and every allegation contained in the cross-claim and third party complaint not hereinafter specifically admitted, modified or explained.
2. That defendant admits the allegations contained in Paragraphs 4, 5, 6 and 7 of the cross-claim and third party complaint.
3. That, in answering the allegations contained in Paragraph 8 of the cross-claim and third party complaint, defendant admits the first sentence of said Paragraph but denies the second sentence of said Paragraph and demands strict proof thereof.
4. That defendant admits the allegations contained in Paragraphs 9 and 10 of the cross-claim and third party complaint.
5. That defendant denies the allegations contained in Paragraphs 11 and 12 of the cross-claim and third party complaint and demands strict proof thereof. In further response to said paragraphs, defendants would show that defendant Hackworth has been asked to produce proof of tendering \$10,000.00 to defendants at any time and he has failed to do so. Furthermore, the contract of August 10, 2009 fails to mention any payment of \$10,000.00 for any purpose.
6. That defendant denies the allegations contained in Paragraph 13 of the cross-claim and third party complaint and demands strict proof thereof. In further

response to said paragraph defendants would show to the Court that the crossing out of the phrase concerning payments going toward the purchase and the notation of the word "no" is plain on its face and should be given its plain interpretation, i.e. that the phrase was stricken from the document and initialed by the parties. In further response to Paragraphs 11, 12 and 13, defendants would show unto the Court that defendant Hackworth made no effort and filed no documents in the public records of Greenville asserting that he had any legal claim to the subject property due to the lease contract until after defendants sent him a Notice of Breach and Demand to Vacate by letter of February 8, 2012.

7. That defendant denies the allegations contained in Paragraph 14 of the cross-claim and third party complaint and demands strict proof thereof. Defendant Hackworth's statement in this Paragraph contradicts his statement in Paragraph 11, in which he states that the alleged \$10,000.00 payment was to get the property out of foreclosure. Here he states that it is a down payment on the purchase.

8. That defendant denies the allegations contained in Paragraphs 15 and 16 of the cross-claim and third party complaint and demands strict proof thereof. As stated above all payments were applied to the rent

9. That defendant admits the allegations contained in Paragraph 17 of the cross-claim and third party complaint.

10. That defendant denies the allegations contained in Paragraphs 18, 19, 20, 21, 22 and 23 of the cross-claim and third party complaint and demands strict proof thereof. In further response to said paragraphs, defendants would show that they will produce proof of having made all payments towards repairs on the property and that defendants never authorized defendant Hackworth to open any mail addressed to them.

11. That defendant admits the allegations contained in Paragraph 24 of the cross-claim and third party complaint.

12. That defendant denies the allegations contained in Paragraph 25 of the cross-claim and third party complaint and demands strict proof thereof.

13. That defendant admits the allegations contained in Paragraph 26 of the cross-claim and third party complaint but would show that the purchase price proposed by defendant Hackworth was not reasonable and not in accordance with the contract.

14. That defendant denies the allegations contained in Paragraphs 27, 28, 31, 32, 34, 35, 36, 37, 38, 39, 41, 42, 44, 45, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 60, 61, 62, 63, 64, 66, 67, 68, 69 and 70 of the cross-claim and third party complaint and demands strict proof thereof.

FOR A SECOND DEFENSE

AND BY WAY OF COUNTERCLAIM

15. That defendant reiterates each and every allegation of the above Return and Answer not inconsistent herewith, as fully as if repeated and set out below.

16. That defendant Morrow is a resident of the County of Greenville, State of South Carolina; that, upon information and belief, defendant Hackworth is a resident of the County of Greenville, State of South Carolina.

17. That on or about August 10, 2009, defendant Morrow and defendant Hackworth entered into a Lease Agreement with Option to Purchase for the property located at 6 Ladbrook Court, Greenville, South Carolina.

18. That one phrase in the lease, i.e. "all payments made shall apply to the purchase price" was struck through and initialed by all parties.

19. That Paragraph X (B) of the lease states that if tenant is absent from the property for more than thirty days he must notify the landlord in writing of such absence.

20. That defendant Hackworth has been absent from the property for more than thirty days on more than one occasion and never notified defendant Morrow of such absence in writing.

FOR A FIRST CAUSE OF ACTION

BREACH OF CONTRACT

21. That defendant Morrow complied with all conditions precedent to defendant Hackworth's performance under the lease.

22. That defendant Hackworth breached said contract by failing to notify landlord of his absence as required.

23. That defendant is currently five (5) months in arrears in his lease payments.

24. That defendant's breach of the contract is material and in no way constitutes substantial performance of the terms of said contract.

25. That defendant Morrow is informed, alleges and believes that she is entitled to actual and punitive damages for defendant's breach of the contract and for an award of reasonable attorney fees.

FOR A SECOND CAUSE OF ACTION

WRONGFUL CONVERSION

26. That all allegations set out hereinabove, not inconsistent herewith, are incorporated herein and made a part hereof by reference.

27. That defendant Hackworth intercepted a reimbursement check from defendant Morrow's insurance company that was meant to reimburse her for repairs to the property; that he disposed of the check in some manner unknown to defendant Morrow; and that defendant Morrow is informed, alleges and believes that defendant Hackworth converted the money for his own use, thereby depriving her of the funds.

28. That defendant Morrow is informed, alleges and believes that defendant Hackworth should reimburse her the amount of the insurance check.

FOR A THIRD DEFENSE

AND BY WAY OF THIRD-PARTY COMPLAINT

AGAINST EDMAN HACKWORTH AND DEBBIE HACKWORTH

BREACH OF CONTRACT ACCOMPANIED BY A FRAUDULENT ACT

29. That all allegations set out hereinabove, not inconsistent herewith, are incorporated herein and made a part hereof by reference.

30. That defendants Edman Hackworth and Debbie Hackworth induced Morrow to enter into the lease agreement upon the promise that one of them would purchase the property in his or her name; that they knew Morrow's intent was to get his wife's name removed from the property as soon as possible; that Morrow relied on Hackworth's representation that he or his wife would purchase the property within a few months of signing the lease; that Hackworth knew his statements were false; that he knew Morrow relied on his statements in agreeing to the lease; and that his false statements were material and were fraudulent under the circumstances.

31. That defendant Edman Hackworth claims to have paid for repairs to the property, knowing that such claims were false; and that he has claimed that the cost of such repairs should be applied to the purchase price option.

32. That, at the time they entered into the contract, defendant Hackworth stated to defendants that he and his wife preferred to pay lease payments in cash so as not to produce a "paper trail"; that subsequently defendant learned that the Hackworths were being charged with illegal gambling activities; and that this was in furtherance of his fraudulent scheme to purchase the property for less than it is

worth by alleging more payments than he actually made and that these payments were for purchase, not rent.

33. That such claims were false; that defendant Morrow has paid for all repairs to the property; and that defendant Hackworth should be enjoined from applying any such claimed costs to the purchase price if he exercises the option to purchase.

WHEREFORE, defendant Morrow prays as follows:

- 1.) For the dismissal of defendant Hackworth's Motion, cross-claim and third party complaint in its entirety.
- 2.) For judgment against defendant Hackworth for his breach of the lease and for actual damages in an amount to be determined.
- 3.) For judgment against defendants Edman Hackworth and Debbie Hackworth for their fraudulent acts, for actual and punitive damages and for attorney fees and costs in an amount to be determined.
- 4.) For judgment against defendant Hackworth for his wrongful conversion of defendant Morrow's property and for actual and punitive damages in an amount to be determined.
- 5.) For attorney fees and the costs of defending this action.
- 6.) For such other and further relief as the Court may deem just and proper.



DAVID B. GREENE
SC Bar No. 2405
Attorney for Defendant Dora Morrow
And 3d Party defendant John Morrow
11 McGee Street
Greenville, South Carolina 29601
864-271-7940

Greenville, South Carolina
July 3, 2012

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

FILED-CLERK OF COURT
IN THE COURT OF COMMON PLEAS CO. S.C.
JUL 30 10 53 AM
B. WICKENSIMER

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

Plaintiff,)

v.)

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,)

Defendants.)

Edman Hackworth,)

3rd Party Plaintiff,)

vs.)

John Morrow,)

3rd Party Defendant.)

John Morrow and Dora Morrow,)

3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie Hackworth,)

3rd Party Defendants.)

C.A. NO.: 2010-CP-23-1521

**THIRD-PARTY PLAINTIFF
HACKWORTH'S VERIFIED
AMENDED REPLY TO COUNTERCLAIM
OF THIRD-PARTY DEFENDANT
MORROW and THIRD PARTY
DEFENDANTS HACKWORTH'S
VERIFIED AMENDED ANSWER TO
THIRD-PARTY COMPLAINT
OF MORROWS**

**TO: DAVID B. GREENE, ATTORNEY FOR DORA S. MORROW and JOHN
MORROW:**

Defendant/Third-Party Plaintiff, Edman Hackworth ("3rd Party Plaintiff") hereby amends
his reply to the cross-claim, couched as a counterclaim, of Defendant Dora S. Morrow ("D.

Morrow" or "3rd Party Defendant"); and Edman Hackworth ("E. Hackworth") and Debbie Hackworth ("D. Hackworth") (collectively "Hackworth") hereby amend their answer the counterclaim, couched as a third-party complaint, of John Morrow ("J. Morrow") and Dora Morrow ("D. Morrow") (collectively "Morrow") as follows, subject to Hackworth's Motion to Dismiss, or alternatively, for Summary Judgment.

3rd Party Plaintiff incorporates by reference the allegations contained in his Verified Third-Party Complaint.

Each and every allegation in the 3rd Party Defendant's Counterclaim and Morrow's Third Party Complaint, not admitted, modified or explained is expressly denied.

Paragraphs 1-15, inclusive, of 3rd Party Defendant's Answer, Counterclaim and Morrow's Third Party Complaint do not require a response from 3rd Party Plaintiff and Hackworth.

FOR A FIRST DEFENSE
(As to 3rd Party Defendant J. Morrow's First Counterclaim)

1. 3rd Party Plaintiff admits the allegations contained in paragraph 16 of 3rd Party Defendant's Answer and Counterclaim.
2. 3rd Party Plaintiff admits only so much of the allegations contained in paragraph 17 of 3rd Party Defendant's Answer and Counterclaim in that an agreement was entered into. 3rd Party Plaintiff would state that the agreement was between himself and both D. Morrow and J. Morrow. The remaining allegations of paragraph 17 are denied.
3. 3rd Party Plaintiff denies the allegations contained in paragraphs 18, 19 and 20 of 3rd Party Defendant's Answer and Counterclaim and demands strict proof thereof.
4. Paragraph 21 of 3rd Party Defendant's Answer and Counterclaim do not require a

response.

5. 3rd Party Plaintiff denies the allegations contained in paragraph 22 of 3rd Party Defendant's Answer and Counterclaim and demands strict proof thereof.

6. 3rd Party Plaintiff denies the allegations contained in paragraph 23 of 3rd Party Defendant's Answer and Counterclaim and demands strict proof thereof. Further, 3rd Party Plaintiff would state that the property at issue is in foreclosure, and has been since 2010, thereby alleviating 3rd Party Plaintiff from any further payments to 3rd Party Defendant. Additionally, 3rd Party Plaintiff gave notice of intent to close on the sale, but 3rd Party Defendant never responded.

7. 3rd Party Plaintiff denies the allegations contained in paragraphs 24 and 25 of 3rd Party Defendant's Answer and Counterclaim and demands strict proof thereof.

8. Paragraph 26 of 3rd Party Defendant's Answer and Counterclaim does not require a response.

9. 3rd Party Plaintiff denies the allegations contained in paragraphs 27 and 28 of 3rd Party Defendant's Answer and Counterclaim and demands strict proof thereof.

**FOR A FIRST DEFENSE
(As to the 3rd Party Complaint of Morrow)**

10. Paragraph 29 of Morrow's 3rd Party Complaint does not require a response.

11. Hackworth denies the allegations contained in paragraph 30 of Morrow's Third Party Complaint and demands strict proof thereof.

12. Hackworth admits only so much of the allegations contained in paragraph 31 of Morrow's Third Party Complaint in that repairs were made to the property. Hackworth denies the remaining allegation of paragraph 31 and demands strict proof thereof.

13. Hackworth denies the allegations contained in paragraph 32 of Morrow's Third

Party Complaint and demands strict proof thereof. Further, Hackworth would state that it Defendant J. Morrow who insisted that all payments be made in cash, as he would not accept a check or a money order from 3rd Party Plaintiff.

14. Hackworth denies the allegations contained in paragraph 33 of Morrow's Third Party Complaint and demands strict proof thereof.

FOR A SECOND DEFENSE

15. 3rd Party Plaintiff and Hackworth incorporate by reference the allegations of their First Defense to 3rd Party Defendant's Counterclaim and to Morrow's Third Party Complaint.

16. 3rd Party Plaintiff and Hackworth would respectfully allege that the 3rd Party Defendant's Counterclaim and Morrow's Third Party Complaint fail to state claims upon which relief can be granted.

FOR A THIRD DEFENSE

17. 3rd Party Plaintiff and Hackworth incorporate by reference the allegations of their First and Second Defenses to 3rd Party Defendant's Counterclaim and to Morrow's Third Party Complaint.

18. 3rd Party Plaintiff and Hackworth would respectfully allege and show that 3rd Party Defendant and Morrow materially breached the terms of the written contract by failing to go forward with the closing in misusing funds paid to them by Hackworth to get the property out of foreclosure, and failing to inform Hackworth foreclosure had occurred and in attempting to terminate the contract without cause; therefore, 3rd Party Plaintiff and Hackworth are relieved from further obligations under the contract.

FOR A FOURTH DEFENSE

19. 3rd Party Plaintiff and Hackworth incorporate by reference the allegations of their

First, Second and Third Defenses to 3rd Party Defendant's Counterclaim and to Morrow's Third Party Complaint.

20. 3rd Party Plaintiff and Hackworth would respectfully allege that 3rd Party Defendant and Morrow, by their conduct, waived and are estopped from asserting the claims contained in their Answer and Counterclaim and in their Third Party Complaint.

FOR A FIFTH DEFENSE

21. 3rd Party Plaintiff and Hackworth incorporate by reference the allegations of their First, Second, Third and Fourth Defenses to 3rd Party Defendant's Counterclaim and to Morrow's Third Party Complaint.

22. 3rd Party Plaintiff and Hackworth allege the damages 3rd Party Defendant and Morrow claim to have suffered, if any, were the result of the acts or omissions of 3rd Party Defendant and/or Morrow, for which 3rd Party Plaintiff and/or Hackworth bear no responsibility.

FOR A SIXTH DEFENSE

23. 3rd Party Plaintiff and Hackworth incorporate by reference the allegations of their First, Second, Third, Fourth and Fifth Defenses to 3rd Party Defendant's Counterclaim and to Morrow's Third Party Complaint.

24. 3rd Party Plaintiff and Hackworth allege the damages 3rd Party Defendant and Morrow claim to have suffered, if any, were the result of the 3rd Party Defendant's and/or Morrow's own negligence.

FOR A SEVENTH DEFENSE

25. 3rd Party Plaintiff Hackworth incorporate by reference the allegations of their First, Second, Third, Fourth, Fifth and Sixth Defenses to 3rd Party Defendant's Counterclaim and to Morrow's Third Party Complaint.

26. 3rd Party Plaintiff and Hackworth allege that 3rd Party Defendant's action, and Morrow's action, are barred under the equitable doctrine of unclean hands.

FOR AN EIGHTH DEFENSE

27. 3rd Party Plaintiff and Hackworth incorporate by reference the allegations of their First, Second, Third, Fourth, Fifth, Sixth and Seventh Defenses to 3rd Party Defendant's Counterclaim and to Morrow's Third Party Complaint.

28. 3rd Party Plaintiff and Hackworth allege that 3rd Party Defendant's bad faith and Morrow's bad faith bars their claims or that any damages must be reduced as a result of 3rd Party Defendant's and/or Morrow's comparative bad faith.

FOR A NINTH DEFENSE

29. 3rd Party Plaintiff and Hackworth incorporate by reference the allegations of their First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth Defenses to 3rd Party Defendant's Counterclaim and to Morrow's Third Party Complaint.

30. 3rd Party Plaintiff and Hackworth allege that this court lacks subject matter and personal jurisdiction over 3rd Party Plaintiff and Hackworth in this action.

WHEREFORE, having amended his reply to the Counterclaim of 3rd Party Defendant and having amended their answer to the Third Party Complaint of Morrow, Defendant/Third-Party Plaintiff, Edman Hackworth and 3rd Party Defendants Edman Hackworth and Debbie Hackworth pray for the following relief:

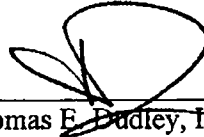
- 1) That the Counterclaim of Defendant Dora S. Morrow be dismissed in its entirety;
- 2) That the Third Party Complaint of John Morrow and Dora Morrow be dismissed in its entirety;

3) That the Third Party Plaintiff Edman Hackworth be awarded damages as alleged in his Verified Third Party Complaint;

4) For an award of attorneys' fees and costs associated with this action; and

5) For such other and further relief as this Court deems just and proper.

Respectfully submitted,



Thomas E. Dudley, III (SC Bar # 66154)
KENISON, DUDLEY & CRAWFORD, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899
(864) 242-4844 – facsimile

Attorney for Defendant/Third-Party Plaintiff
Edman Hackworth and
Attorney for Third-Party Defendants
Edman Hackworth and Debbie Hackworth

July 26, 2012
Greenville, SC

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

Plaintiff,

vs.

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,

Defendants.

Edman Hackworth,

3rd Party Plaintiff,

vs.

John Morrow,

3rd Party Defendant.

John Morrow and Dora Morrow,

3rd Party Plaintiffs,

vs.

Edman Hackworth and Debbie Hackworth,

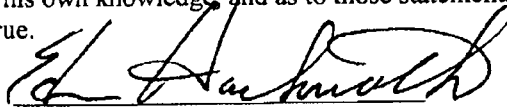
3rd Party Defendants.

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKS
IN THE COURT OF COMMON PLEAS

2012 JUL 30 A 10:53
C.A. NO.: 2010-CP-23-1321

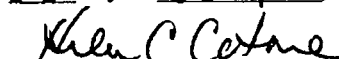
VERIFICATION

PERSONALLY APPEARED before me Edman Hackworth who, after being duly sworn, states that he one of the Defendants, the 3rd Party Plaintiff and a 3rd Party Defendant in this action; that he has read the statements contained in the foregoing Amended Reply to Counterclaim and Amended Answer to Third-Party Complaint, and the same are true and correct of his own knowledge, and as to those statements made upon information and belief, he believes them to be true.



Edman Hackworth

SWORN to before me this the
26 day of JULY, 2012.


Notary Public for South Carolina
My Commission Expires: 1-29-2017

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
2010-CP-23-1321

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

Plaintiff,)

vs.)

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,)

Defendants.)

Edman Hackworth,)

3rd Party Plaintiff,)

vs.)

John Morrow,)

3rd Party Defendant.)

John Morrow and Dora Morrow,)

3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie)
Hackworth,)

3rd Party Defendants.)

TRANSCRIPT OF TESTIMONY

April 23, 2014
Greenville, South Carolina

B E F O R E:

HONORABLE CHARLES B. SIMMONS, JR., MASTER IN EQUITY

A P P E A R A N C E S:

Thomas E. Dudley, III, Esquire
Attorney for Edman Hackworth

Wanda E. Fudge, CCR
Court Reporter

1 BY THE COURT: Y'all can keep your seat for a moment. Before
2 we go on record, Mr. Dudley, give me your off-the-record---
3 (An off-the-record conference was held)

4 BY THE COURT: Well, let's go ahead and go on the record.
5 This is 2010-1321, here today on a Motion to Enforce Settlement
6 that was filed by Attorney Dudley on behalf of Mr. Hackworth, and
7 the Motion was filed March 24, 2014 and we've been off the record
8 just for a few minutes discussing the matter.

9 And Mr. Dudley, I understand it is your client's position
10 that there was a contract -- that there was a settlement--

11 MR. DUDLEY: Yes, sir.

12 BY THE COURT: --of the issues between your client and the
13 Morrows, and the settlement was set forth in a contract for the
14 sale of real estate that was executed by Dora Morrow, who is the
15 titleholder, on August 23, 2013 as well as by your client on that
16 date.

17 MR. DUDLEY: That's right.

18 BY THE COURT: And that as part of the settlement Bank of
19 America agreed to a short sale, and that was set forth in a
20 letter from Bank of America dated November 27, 2013 and involves
21 property at 6 Ladbrooke Court here in Greenville?

22 MR. DUDLEY: Yes, sir.

23 BY THE COURT: All right. And it is your client's contention
24 and request that the agreement is enforceable, and you're asking
25 the Court today to enforce it?

1 MR. DUDLEY: Yes, sir. And the one thing is the Bank of
2 America component part -- that's active litigation; that's the
3 foreclosure sale -- is coming up in a week-and-a-half or two
4 weeks, and that resolves that also. So, it resolves the
5 foreclosure sale that Bank of America had to consent to be a
6 party to. They are in agreement and we in part an agreement of
7 the resolution of the judgment. So, we're just seeking that that
8 resolution of this foreclosure -- that they sign the documents
9 and attend the closing to give effect to this resolution.

10 BY THE COURT: And as far as you know, is Bank of America
11 still agreeable?

12 MR. DUDLEY: Yes, sir.

13 BY THE COURT: Okay. All right. Now, Mr. Morrow, I will be
14 glad to hear from you, sir.

15 MR. MORROW: Your Honor, I would love for this to continue
16 as I don't have my counsel. He's out of town and I can't
17 continue without my counsel.

18 BY THE COURT: All right. Do you have anything from any
19 attorney saying that they represent you because there is nothing
20 in the Court's file nor has any attorney contacted the Court to
21 say that they have been retained by you?

22 MR. MORROW: Yes, sir. It's not in the file but ever since
23 we had -- my wife and I had to get an attorney, we checked around
24 and we found an attorney and I give him the wrong date because,
25 to be honest with you, Your Honor, when my wife was served them

1 papers, I never did -- she didn't even look at it and I didn't
2 even -- when I got it, I misplaced it and when I did seek an
3 attorney and told him what day it was going to be, he said,
4 "John, I'm going to be out of town." And that's the reason he
5 told me Friday to email the Court and email Mr. Dudley and tell
6 him that -- you know, to try to get the Court to reschedule it.

7 BY THE COURT: All right. But let me come back to my initial
8 question. Do you have anything in writing from any lawyer saying
9 that they represent you?

10 MR. MORROW: Not with me, Your Honor.

11 BY THE COURT: Okay. Again, when an attorney's retained,
12 they have an obligation to immediately notify the Court by making
13 what's called a Notice of Appearance. That's never been filed in
14 this case. So, that would indicate to me that an attorney has
15 not been retained, and that's why I'm giving you the opportunity
16 here to show me something that establishes you have an attorney.

17 MR. MORROW: I don't have nothing but just his name and
18 telephone number.

19 BY THE COURT: Okay. And I'm looking at the Affidavit of
20 Service, the Motion to Compel the settlement looks like it was
21 served on Dora Morrow, your wife, on March 26, 2014. So, it's
22 been almost a month since she was served with the papers, and the
23 first request for any type of continuance or first suggestion
24 that an attorney was involved was not until late yesterday
25 afternoon.

1 So, with all due respect to you, Mr. Morrow -- and you seem
2 like a very nice gentleman -- I cannot grant a continuance. This
3 matter has been going on too long. Your wife was served almost a
4 month ago. She's not even present. There's been no appearance
5 by any attorney. So, we're going to go ahead and proceed here
6 today. And if you wish to state anything, I'll certainly be glad
7 for you to but the fact that the motion is filed against your
8 wife and she's not present, then I have to consider that as well.
9 But is there anything that you would like to state here?

10 MR. MORROW: My counsel, you know, said not to say nothing.
11 So, I don't have anything to say.

12 BY THE COURT: All right. I'm going to grant the motion, Mr.
13 Dudley. If you'll put in there that the settlement has to be
14 complied with within ten days and if not, then I'll issue a
15 contempt of court and Mrs. Morrow will be picked up by the
16 Greenville County Sheriff's Office.

17 MR. DUDLEY: Thank you, sir.

18 BY THE COURT: Mr. Morrow, if you'll make sure she
19 understands she has to do this. If not, she's going to get
20 picked up and held in the Detention Center because she's been
21 given multiple chances to comply. I hope it doesn't come to
22 this, but part of my responsibility is to enforce Orders of this
23 Court and that's what I'm going to do.

24 Thank you, Mr. Dudley.

25 MR. DUDLEY: Thank you, sir.

1 BY THE COURT: When you send the proposed Order, if you'll
2 make sure to send a courtesy copy to both Mr. and Mrs. Morrow.

3 MR. DUDLEY: Roger that, yes, sir.

4 BY THE COURT: Thank you.

5 MR. MORROW: Thank you, Your Honor.

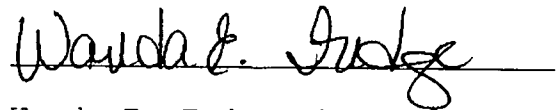
6 BY THE COURT: Yes, sir, Mr. Morrow.

7 -----END OF REQUESTED TRANSCRIPT OF TESTIMONY-----
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1 The undersigned, Wanda E. fudge, Court Reporter, Office of
2 Master in Equity for Greenville County, South Carolina do hereby
3 certify that the foregoing is a true, accurate and complete
4 Transcript of Record of all of the proceedings had and evidence
5 introduced in the hearing of the captioned case, relative to
6 appeal, before The Honorable Charles B. Simmons, Jr., as Master
7 in Equity for Greenville County, South Carolina on the 23rd day
8 of April 2014.

9 I do further certify that I am neither of kin, counsel, nor
10 interest to any parties hereto.

11 November 24, 2014

12
13 

14 Wanda E. Fudge, CCR

15 Certified Court Reporter
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STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS
2010-CP-23-1321

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

vs.)

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,)
Defendants.)

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie)
Hackworth,)
3rd Party Defendants.)

TRANSCRIPT OF TESTIMONY

September 19, 2014
Greenville, South Carolina

B E F O R E:

HONORABLE CHARLES B. SIMMONS, JR., MASTER IN EQUITY

A P P E A R A N C E S:

Thomas E. Dudley, III, Esquire
Attorney for Edman Hackworth

J.J. Andrighetti, Esquire
Attorney for Dora Morrow and John Morrow

Matthew Tillman, Esquire
Attorney for the Plaintiff
Deutsche Bank National Trust Company

Wanda E. Fudge, CCR
Court Reporter

1 BY THE COURT: Y'all can keep your seat. Are we ready to go
2 on the record, gentlemen?

3 MR. DUDLEY: Yes, sir.

4 BY THE COURT: All right. Mr. Dudley, be glad to hear from
5 you.

6 MR. DUDLEY: Yes, sir. Tom Dudley for Ed Hackworth. Your
7 Honor, we are here on a couple of motions, the first of which is
8 mine for contempt against Mrs. Morrow. I would like to provide
9 some background information. Unfortunately, you were on all of
10 these hearings.

11 Judgment was entered into in Mr. Hackworth's favor last
12 September. The formal Order was filed in September of 2013.
13 Prior to that, a settlement agreement was entered into between
14 Mr. Hackworth and Mrs. Morrow, was signed on August 23, 2013.
15 The terms of that were that a short sale was to take place; and
16 as a result of the short sale, Mr. Hackworth's judgment, \$80,000
17 judgment, would be dismissed of record. Part of that was that
18 Bank of America, who was the servicing agent for Deutsche Bank,
19 would agree to the short sale and there would be no deficiency.

20 The documents that I have attached to my -- I did not have
21 the settlement -- the motion for settlement. There were
22 documents sent from Bank of America to Mrs. Morrow for her to
23 sign and for Mr. Hackworth to sign back in September of 2013.
24 They both did and submitted that to Bank of America. We did not
25 get an approval from Bank of America until November of 2013, and

1 it's on their letterhead. They say they approve it. I mean, I
2 think one of the documents is ridiculously clear. They say, the
3 bank, in the cover letter says, "Bank of America's demand for
4 payment" - "and advises you that Bank of America and its
5 investors and/or insures have agreed to accept a short sale
6 payoff involving the above-referenced property." It also says in
7 there that the deficiency will be waived. And the interesting
8 thing is that the last page -- because this has been raised by
9 the bank, "We didn't sign that." There's no place for the bank
10 to sign it. Mr. Morrow -- Mrs. Morrow and Mr. Hackworth signed
11 these documents -- I'm sorry, not these. These are the ones in
12 November.

13 There was a time period for which this closing short sale
14 was to take place. Mr. Morrow (sic), as you've already ruled,
15 frustrated that closing, and there was an Order against Mrs.
16 Morrow in April 28, 2014 to sign the short sale documents to give
17 that effect because what happened in November, she refused to
18 sign it and so that closing couldn't take place according -- that
19 was approved by Bank of America, approved by her and approved by
20 Mr. Hackworth.

21 There was a Motion to Reconsider filed -- the Morrows got an
22 attorney -- none of the grounds of which were ever raised in the
23 underlying hearing and so those don't apply. I would -- we had a
24 teleconference about this, and I was under the understanding that
25 that Motion to Reconsider had been resolved, but Your Honor can

1 rule on that right now. None of the grounds that were raised
2 were ever raised in the prior hearing; not a ground for Rule
3 59(e), never see the light of day in an appellate court.

4 So, I have a Rule to Show Cause against Mrs. Morrow for
5 contempt of the April 28, 2014 Order that Your Honor signed and
6 since -- they're trying to -- as I understand, they're trying to
7 modify this loan with the bank. It's too late. They signed a
8 settlement agreement. Not only did Mrs. Morrow agree to it and
9 she's bound by that in Your Court's Order, the bank is too.

10 Actually part of what I wanted in this hearing too is also
11 not only contempt against Mrs. Morrow but a motion to enforce and
12 force the bank to go forward with the short sale agreement that
13 they agreed to. And this whole idea about, "Well, it expired in
14 January and it's too late," Your Honor's already ruled against
15 Mrs. Morrow, that she was the one that frustrated that and forced
16 her to go through that short sale.

17 So, I would ask that the Court find her in contempt and
18 whatever Your Honor feels necessary to punish that conduct, and
19 also that you move to force the bank to do the short sale as
20 agreed. We're not asking for anything else; although, my client
21 has spent an amount of attorney's fees and has been frustrated
22 for over a year now on this, their judgment. But we're willing
23 to do the deal we said we would do last year, and Your Honor has
24 the power to do that and that's what I'm asking.

25 BY THE COURT: All right. Mr. Andrighetti.

1 MR. ANDRIGHETTI: Yes, Your Honor. First, we would point
2 out that there has been a reference to a document that I don't
3 believe is in the record and that is a signed copy of a letter
4 similar to the one that is entered of record which is not signed,
5 and that is a letter from Bank of America approving the short
6 sale. I think there's been -- he stated it was entered into or
7 signed in September, but I've never seen or received that
8 document. I don't believe it was entered in the record in the
9 previous hearing.

10 To that end, what we have is a contract for the sale of the
11 property purely between my client and Mr. Hackworth which was
12 entered as your Court's Order reflects, Your Honor's Order
13 reflects, that was entered into August of 2013. That contract by
14 its own terms expired in September of 2013. The unsigned
15 document approving a short sale by Bank of America was not issued
16 until November of 2013. These are not new arguments. These
17 arguments were presented by the mere presentation of the
18 documents in the previous hearing.

19 There has never been a point in time in which the parties
20 have all agreed on this, and whether he considers it a
21 technicality or he considers it an abuse of process by my
22 clients, I disagree. The fact is Bank of America and my clients,
23 Deutsche Bank and my clients, Select Portfolio Services and my
24 clients have never sat down and agreed at the same time about the
25 terms of a short sale; therefore, there can be no settlement

1 agreement to enforce.

2 As a procedural matter, I would also say there has been no
3 Order yet denying my previously filed Motion to Reconsider.
4 Given that that is still pending, I don't think contempt would be
5 proper at this time. Your Honor may choose to deny my Motion to
6 Reconsider and move forward with its Order to Enforce, but until
7 the bank is also compelled, I don't think a contempt against my
8 clients would be proper because there's nothing they're willfully
9 doing or that they could do to enforce it on their own at this
10 point. Just by signing this over, the settlement agreement would
11 not be complete.

12 So, on those two issues, I would say, first, that there is
13 still no settlement agreement that could be enforced. Moreover,
14 if the Court -- Your Honor does find that, my clients' failure to
15 sign a deed at this point is not a willful contempt.

16 BY THE COURT: All right. Thank you, sir.

17 MR. ANDRIGHETTI: Thank you.

18 BY THE COURT: All right. Be glad to hear from the bank.

19 MR. TILLMAN: Your Honor, Matt Tillman for the Defendant
20 Deutsche Bank. Just to get the parties straight for Your Honor's
21 benefit, Bank of America was initially the servicer for Deutsche
22 Bank. That has now been transferred to Select Portfolio
23 Servicing to service the same loan. Select Portfolio hired me to
24 represent Deutsche Bank. So, to the extent names are thrown
25 around, that's what happened.

1 Just real quickly, this prior litigation between the Morrows
2 and the Hackworths -- and I do sympathize with the parties. This
3 is a messy situation. Bank of America was not a party to that
4 litigation -- excuse me -- Deutsche Bank wasn't. They weren't a
5 party to the settlement agreement. It is true they didn't sign
6 any short sale agreement. The short sale agreement by its terms
7 is an agreement between the mortgagor and the buyer issued on a
8 form that Bank of America provided.

9 Regardless, even if you find that Deutsche Bank through Bank
10 of America was a party to the short sale agreement, that short
11 sale agreement expired by its terms in January of 2014. I do
12 understand -- or it appears that the reason for that happening
13 was one of the parties, that being the Morrows, may not have
14 fulfilled their obligations under the contract, but I don't
15 believe that affects the bank, Deutsche Bank's, obligation to
16 either agree or disagree or go through with any short sale if
17 it's expired. Even if the Court finds it was a contract, it
18 would be no different than -- this not even being an issue, but
19 in litigation between the Hackworths and the Morrows and then the
20 Hackworths bringing a purchase offer, there being a short sale
21 agreement associated with that, that expiring and then the bank
22 refusing to renew it. That's essentially what happened here.

23 So, I believe that the Hackworths are asking the Court to
24 enforce a settlement agreement that Bank of America wasn't a
25 party to, a contract that -- excuse me -- Deutsche Bank wasn't a

1 party to, a contract that they were only arguably a party to and
2 that expired on its own terms due to no fault of Deutsche Bank,
3 and respectfully I would submit to the Court that I do not
4 believe that an Order enforcing an agreement to which Deutsche
5 Bank was not a party or an Order to which Deutsche Bank -- to
6 litigation in which Deutsche Bank was not a party is appropriate
7 under the circumstances and ask for the Court's ruling----

8 BY THE COURT: All right. Mr. Dudley, let me ask a question
9 that I don't even want to ask but I have to, under what authority
10 can the Court compel Plaintiff, or Select, or Bank of America or
11 whoever the flavor of the month is, to comply with a short sale
12 agreement that by its terms, to the extent it may have been
13 enforceable, has now lapsed by the passage of time?

14 MR. DUDLEY: Well, the first thing I want to address, Your
15 Honor, is the fact that they say they're not a party to this
16 thing which is just not true. Exhibit A to my most recent -- my
17 Motion to Compel them, the bank, is -- this is on their -- this
18 is their short sale agreement form that was back in September.
19 This was signed by Mrs. Morrow and Mr. Hackworth. This is a
20 document that Bank of America doesn't have to sign. There's
21 nothing in there for them to sign. And they---

22 BY THE COURT: All right. If I start with the premise that
23 is a valid agreement---

24 MR. DUDLEY: This is a valid agreement, that then in
25 November Bank of America agreed to. At that point, we're done.

1 There's a valid -- and this is attached to my -- the Order --
2 actually to my Motion to Enforce the settlement that you issued
3 the Order on. They -- Bank of America agreed to it, and what
4 this did is -- and Mr. Tillman says they weren't a party to the
5 litigation. They were a party. They were the Plaintiff.

6 Part of what they gave up was they stopped their foreclosure
7 action and they waived the deficiency, the Morrows got out of a
8 deficiency and short-saled the property, and my client paid for
9 the property and gave up a judgment. Everyone got something and
10 everyone gave something in the underlying foreclosure action that
11 your Court Order is in that resolved that litigation. This is
12 not just a contract. They were a party to this litigation and
13 this settlement agreement, which they agreed to in November,
14 resolved that litigation.

15 So, this is not just a settlement between Hackworth and
16 Morrow that Bank of America was tangentially involved with. They
17 were -- this was settling the foreclosure action. This is -- all
18 of those parties were supposed to be there. Why I didn't add
19 them in April is because as of April, they were still, as I
20 understood, agreeable to a short sale. There's no reason for
21 them not to. And nothing has changed between last fall and now.

22 So, this is a settlement, they agreed to it and they cannot
23 now -- just as Mrs. Morrow cannot undo the settlement that you
24 ordered her to enter into -- they cannot now undo it based on the
25 fact their debtor didn't comply with it. That is -- that's just

1 like we settle a case and payment is due within 30 days. It
2 didn't expire of its terms. It was -- Mrs. Morrow, their own
3 debtor, refused to sign it.

4 How do they get a free ride when their own debtor -- now if
5 maybe Hackworth could say, "Well, all right, Morrow, you didn't
6 sign it; I don't want to do the deal now." Bank of America can't
7 use that as an excuse. They cannot -- if Hackworth had not
8 closed, they could say it expired because, "Hackworth, you didn't
9 comply with your terms," but they can't use their own debtor as
10 an excuse because the reason they're doing that, they make more
11 money when there's a deficient loan out there. So, I don't think
12 they can hang on to Mrs. Morrow's bad conduct to say that it
13 expired of its own terms. This was litigation, a settlement
14 agreement they agreed to, they bought into, they were good with.
15 They can't back out of it now.

16 BY THE COURT: All right. Gentlemen, here's what I'm going
17 to do. Truly, sometimes a case becomes so complicated, so
18 convoluted, so intertwined that all the Court can do is try to
19 handle it.

20 When I look at the totality of the circumstances, it is
21 clear to me that Hackworth is entitled to the relief sought. So,
22 I'm going to deny the Motion to Reconsider filed by the Morrows.
23 I'm going to grant the Order to Enforce filed by Mr. Hackworth
24 and compel the Morrows and Bank of America, now Select via
25 Deutsche, to comply with the earlier Order. I'm going to decline

1 to hold Mrs. Morrow in contempt in light of the Motion to
2 Reconsider.

3 However, I'm putting everybody on notice, if this thing
4 comes back, I'm going to fine, and/or sanction and/or jail one,
5 two or all three because this has just drug out way too long. It
6 has taken on far too many lives of its own. What should have
7 been a simple and direct issue has required multiples days of
8 motions and conference calls and research. So, "Come back at
9 your own risk," needs to be the message to the clients.

10 Mr. Dudley, if you would start working on a proposed Order
11 and send it to Mr. Andrighetti and to Mr. Tillman and send it to
12 my court reporter once you get it as close to the form that can
13 be agreed upon.

14 MR. DUDLEY: Roger that. Yes, sir. Thank you.

15 MR. ANDRIGHETTI: Thank you, Your Honor.

16 BY THE COURT: All right. Thank you.

17 -----END OF REQUESTED TRANSCRIPT OF TESTIMONY-----

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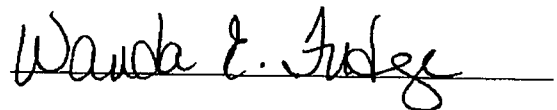
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1 The undersigned, Wanda E. fudge, Court Reporter, Office of
2 Master in Equity for Greenville County, South Carolina do hereby
3 certify that the foregoing is a true, accurate and complete
4 Transcript of Record of all of the proceedings had and evidence
5 introduced in the hearing of the captioned case, relative to
6 appeal, before The Honorable Charles B. Simmons, Jr., as Master
7 in Equity for Greenville County, South Carolina on the 19th day of
8 September 2014.

9 I do further certify that I am neither of kin, counsel, nor
10 interest to any parties hereto.

11 November 24, 2014

12
13 

14 Wanda E. Fudge, CCR

15 Certified Court Reporter
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24
25

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Deutsche Bank National Trust Company
☐ Plaintiff

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSHER

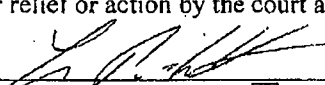
IN THE COURT OF COMMON PLEAS

CASE NO.
2010-CP-23-1321

v. 2014 MAR 24 AM 10:11

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

Dora Morrow, Et Al., (Edman Hackworth)
☒ Defendant.

Plaintiff's Attorney: See Attached List, Bar No. Address: phone: fax: e-mail: other:		Defendant's Attorney: Thomas E. Dudley, III - For Hackworth, Bar No. 66154 Address: 704 East McBee Avenue, Greenville, SC 29601 phone: 864-242-4899 fax: 864-242-4844 e-mail: dudley@conlaw.com other:	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Motion to Enforce Settlement Estimated Time Needed: 30 minutes Court Reporter Needed: ☒ YES / ☐ NO			
SECTION II: Motion/Order Type			
☐ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.  Signature of Attorney for ☐ Plaintiff / ☐ Defendant Date submitted			
SECTION III: Motion Fee			
☒ PAID - AMOUNT: 25.00 ☐ EXEMPT: ☐ Rule to Show Cause in Child or Spousal Support (check reason) ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: ☐ Other:			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:		JUDGE _____ CODE: _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____		Date Filed: _____	
☐ MOTION FEE COLLECTED: _____ ☐ CONTESTED - AMOUNT DUE: _____			

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,)

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

Plaintiff,)

vs.)

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,)

Defendants.)

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)

ATTORNEY FOR DEUTSCHE BANK:

Susan S. White (SC Bar # 5453)

Finkel Law Firm, LLC

PO Box 71727 .

North Charleston, SC 29415

843-577-5460

swhite@finkellaw.com

ATTORNEY FOR DEFENDANT/3RD PARTY PLAINTIFF (HACKWORTH):

Thomas E. Dudley, III (SC Bar # 66154)

Kenison, Dudley & Crawford, LLC

704 East McBee Avenue

Greenville, SC 29601

242-4899

242-4844 - facsimile

dudley@conlaw.com

PRO-SE 3RD PARTY DEFENDANTS (MORROW):

John & Dora Morrow

c/o Morrow Auto Sales

1275 S Pleasantburg Dr

Greenville, SC 29605

864-704-6236 Cell

Jon3638@charter.net

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,)

vs.)

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,)

Defendants.)

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)

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

**DEFENDANT/THIRD-PARTY
PLAINTIFF EDMAN HACKWORTH'S
MOTION TO ENFORCE
SETTLEMENT**

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENBACH, CLERK
2014 APR 24 PM 10 11

Pursuant to S.C. Rules of Civil Procedure 43, Third-Party Plaintiff Edmon Hackworth moves of this Court to enforce the Settlement entered into with Hackworth and Morrow that resolved not only the judgment entered in favor of Hackworth on September 12, 2013, but also the foreclosure. Enforcement of the Settlement completely resolves this litigation in full.

Morrow entered into a Settlement Agreement with Hackworth that resolved the judgment by agreeing to a short sale to Hackworth of the property at issue. This Settlement is attached as

Exhibit "A" and an original will be filed of record on Monday, March 24, 2014 with the Clerk of the Court. This Settlement Agreement was signed by Dora Morrow and is in the form of a Sales Contract for the property at issue in the foreclosure action. This Settlement Agreement was signed by Morrow on August 23, 2013. Bank of America on behalf of Deutsche Bank agreed to the short sale on November 27, 2013 (Exhibit "B" on page 2).

However, since this short sale was approved, Dora Morrow's husband John Morrow has frustrated finalizing the Settlement. John Morrow has demanded Hackworth pay him cash in order to sign follow up documents required by Deutsche Bank. Hackworth of course refused. John Morrow, in late December 2013, took a security deposit and moved a tenant in the property. Morrow has been collecting rent since January 2014.

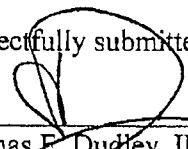
Hackworth moves for the Court to enforce the Settlement Agreement as evidenced by Exhibits "A" and "B". This Agreement signed by both parties and agreed to by Deutsche Bank completely complies with S.C. Rules Civil Procedure 43.

Hackworth moves the Court to sanction Morrow for the costs of attorneys' fees and costs in order to bring this matter.

Hackworth moves the Court to issue an order requiring Dora Morrow to attend a closing within thirty (30) days and execute the documents necessary to give effect to the Settlement and if she does not attend she will be held in civil contempt..

Hackworth moves the Court to appoint a Receiver to collect and hold the rent proceeds Morrow is collecting and to inspect and make sure Morrow maintains the status quo of the property up until closing.

Respectfully submitted,



Thomas E. Dudley, III (SC Bar # 66154)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899

March 21, 2014
Greenville, SC

Attorney for Defendant/3rd Party Plaintiff
Edman Hackworth

STATE OF SOUTH CAROLINA)
) CONTRACT FOR THE SALE OF REAL ESTATE
COUNTY OF GREENVILLE)

THIS CONTRACT FOR THE SALE OF REAL ESTATE (hereinafter referred to as "Contract") entered into this ____ day of August, 2013, by and between Dora S. Morrow (hereinafter referred to as "Seller") and Edman Hackworth (hereinafter referred to as "Purchaser").

WITNESSETH:

1. **PROPERTY:** Seller agrees to sell and Purchaser agrees to purchase property, together with all improvements thereon, located at 6 Ladbroke Court, Greenville, SC 29615 (hereinafter referred to as the "Property").

2. **PURCHASE PRICE:** The purchase price for the Property shall be the sum of Fifty-Two Thousand Dollars and No/100 (\$52,000.00) (hereinafter referred to as the "Purchase Price") to be paid in cash at Closing. The Purchaser may be required to have cashier's check or certified funds when completing the transaction. The Purchase Price of \$52,000.00 is to be paid to Bank of America in full satisfaction of the Promissory Note and Mortgage given by Dora S. Morrow to Bank of America for the subject property. Bank of America will mark the Note "paid in full" and not seek deficiency. By agreeing to this short sale and upon acceptance by the Bank, at the closing when Hackworth gets free and clear title, Hackworth will cancel the judgment of record.

3. **CLOSING:** This transaction shall be closed on or before September 30, 2013 (the "Closing").

4. **POSSESSION:** Purchaser shall take possession of the Property at the Closing. The Property will be maintained in the same condition from the Effective Date until possession is delivered, ordinary wear and tear excepted.

5. **TITLE:** Upon full payment by Purchaser of the full Purchase Price hereinabove stated, Seller shall deliver to Purchaser a special warranty deed conveying good and marketable title to said Property free and clear of all liens and encumbrances, except easements and other matters of record or as shown on the Property, ordinances and public laws, and ad valorem property taxes not yet due and payable. The Deed shall be prepared in the name of Edmon Hackworth or as he designates and delivered to the office of Kenison, Dudley & Crawford, LLC.

6. **CLOSING COSTS:** The Seller agrees to pay the costs of recording fees calculated on the Purchase Price (formerly documentary stamps). The Purchaser shall pay, at closing, such costs as are customarily paid by a Purchaser in a real estate transaction, to include, but not be limited to, all recording costs and all attorneys' fees charged by such attorney engaged by the Purchaser to assist with the Closing. Additionally, in the event Purchaser should secure a loan in connection with the Closing, the costs may also include a loan service charge or origination fee,

appraisal fee, interim interest, title insurance, survey, escrow deposit, additional recording costs and recording fees for a Mortgage.

7. **APPORTIONMENT.** All assessments, real and personal property taxes, regime assessments and/or dues, and other customary items, shall be apportioned as of the Closing. For purposes of apportionments, a three hundred sixty five day period will be used in making calculations. Tax prorations pursuant to this Contract are based on the taxes of record for the current year if known, or if unknown, then based upon the prior year's taxes, and no adjustment shall be made when the actual amount of taxes becomes known. All utilities will be apportioned from Closing through the date possession is delivered to the Purchaser.

8. **INSURANCE.** Hazard and liability insurance shall be cancelled and a new policy furnished by Purchaser at closing. In the event that the Property is damaged or destroyed wholly or partially by a fire or any other casualty prior to Closing, Purchaser shall have the option for ten (10) days thereafter of (a) proceeding hereunder, with an agreed adjustment in the Purchase Price or of (b) terminating this Contract and being repaid all amounts paid hereunder.

9. **CONDITION OF PROPERTY:** Purchaser accepts the property "as is" with no warranties.

(a) Purchaser and Seller agree that Seller () will, (X) will not complete and provide Purchasers a Seller's Property Condition Disclosure Statement in accordance with South Carolina Code of Laws, as amended, Section 27-50-40.

10. **DEFAULT:** If Purchaser or Seller fails to perform any covenant of this Contract, the other may elect to seek any remedy provided by law or terminate this Contract. If terminated, both parties will execute a written release of the other from this Contract. If termination is due to default by Purchaser, Seller will have the option of pursuing any remedy provided by law. If termination is due to default by Seller, the Seller will pay or reimburse the Purchaser the Actual Costs Incurred (defined below) and the Purchaser will have the option of pursuing any remedy provided by law. For the purposes of this Contract, "Actual Costs Incurred" by the Purchaser will include all documented costs and expenses incurred or obligated for or by the Purchaser in an effort to consummate this sale. Such costs will include, but are not limited to, cost of credit report, appraisal, survey, inspections and reports, title examination, and broker's fee or commission for this sale.

11. **DISCLAIMER:** The Purchaser acknowledges that the Seller, except as may be otherwise expressly provided in this Contract, gives no guarantee or warranty of any kind, expressed or implied, as to the physical or other condition of the Property or to the conditions of or existence of improvements, services, appliances, or systems thereto, or as to merchantability or fitness for a particular purpose as to the Property or improvements thereon, and any implied warranty is hereby disclaimed by the Seller. Neither Purchaser nor Seller will hold listing and/or selling brokers and their agents responsible for any act of negligence or intent by an inspection or repair company employed by Seller or Purchaser for the purposes of this Contract.

12. **ASSIGNMENT:** This Contract is personal to Purchaser and may not be assigned without first obtaining the written approval of Seller.

13. **REAL ESTATE COMMISSION:** Purchaser and Seller agree that no real estate commissions are to be paid on this transaction.

14. **EFFECTIVE DATE:** The Effective Date shall be the last day upon which the Purchaser or Seller signs or initials the Contract as evidenced by the date beside the name or initials of the last party to sign or initial.

15. **ENTIRE CONTRACT; BINDING CONTRACT; TIME:** This written Contract expresses the entire agreement between the parties, unless there is a written addendum or modification signed by Purchaser and Seller. Both the Purchaser and Seller hereby acknowledge that they have not received or relied upon any statements or representations which are not expressly stipulated herein. This Contract shall be binding on the Purchaser, the Seller and their heirs, personal representatives, successors and assigns. Time is of the essence in each paragraph of the Contract where a performance time is stipulated.

16. **MEDIATION CLAUSE:** Any dispute or claim arising out of or relating to this Contract, the breach of this Contract or the services provided in relating to this Contract, shall be submitted to mediation in accordance with the Rules and Procedures of the Dispute Resolution System of the National Association of Realtors. Disputes shall include representations made by the Purchaser(s), Seller(s) and any real estate broker or other person or entity in connection with the sale, purchase, financing, condition or other aspect of the Property to which this Contract pertains, including without limitation, allegations of concealment, misrepresentation, negligence and/or fraud. Any agreement signed by the parties pursuant to the mediation conference shall be binding. This mediation clause shall survive for a period of 120 days after the date of the Closing.

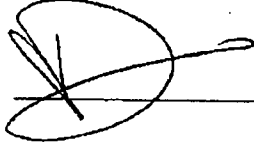
The following matters are excluded from mediation hereunder: (a) judicial or non-judicial foreclosure or other action or proceeding to enforce a mortgage or land contract; (b) an unlawful detainer action; (c) the filing or enforcement of a mechanic's lien; or (d) any matter which is within the jurisdiction of a probate court. The filing of a judicial action to enable the recording of a notice of pending action for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a waiver of the right to mediate under this provision, nor shall it constitute a breach of the duty to mediate.

17. **SURVIVAL:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it will survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed or kept or performed.

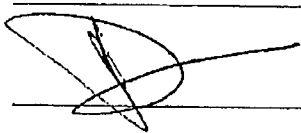
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year herein written.

IN THE PRESENCE OF:

Laurie Wain



Laurie Wain



SELLER:

Dora S. Morrow

Dora S. Morrow

Date: 8-23-13

PURCHASER:

Edman Hackworth

Edman Hackworth

Date: 8-23-13

Bank of America Home Loans

17300 W 119th St
Suite 100
Olathe, KS 66061

Important information about your
traditional short sale offer is
enclosed.

DORA MORROW

Notice Date: 11/27/2013

Loan No.: XXXXX9558

2nd Loan No.:

GREENVILLE, SC

Property Address:

6 LADBROKE CT
GREENVILLE, SC 29615

IMPORTANT MESSAGE ABOUT YOUR LOAN

This letter will serve as Bank of America's demand for payment and advises you that Bank of America and/or its Investors and/or Insurers have agreed to accept a short payoff involving the above-referenced property and the above-referenced account(s). This demand should be used by the closing agent as our formal demand statement. No additional statement will be issued. This approval is exclusive to the offer from the buyer referenced in this letter.

WHAT THIS MEANS TO YOU

The owner of your mortgage note, the mortgage insurer (if your loan is covered by mortgage insurance), and Bank of America waive their right to pursue collection of any deficiency following the completion of your short sale and your debt is considered settled. When the deficiency is forgiven, you are no longer responsible for repayment of that amount, and it will not be sold or transferred later to a third-party for collection.

This short sale transaction will create a deficiency because your total outstanding debt will not be paid in full from the proceeds of the sale. The deficiency will equal the remaining balance due under the mortgage note and mortgage or deed of trust, after subtracting (1) the amount of cash proceeds we receive from the closing of the short sale and (2) any cash contribution that you are required to make at or before the closing.

The estimated amount of your deficiency is \$132,965.58. The estimated amount of this deficiency you will be responsible for is \$0.00. These estimates represent the combined deficiency and remaining obligation for all of the loans referenced above.

1. We will report any debt forgiven to the IRS. Currently, federal law provides for certain exceptions to tax liability when debt is forgiven in connection with a foreclosure prevention transaction. In order to know whether you qualify for one of these exceptions and what other tax impacts this transaction may have for you, we recommend that you contact your tax advisor. Additional information can also be found at www.irs.gov. Closing must take place no later than 1/14/2014 or

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your approval for this program to help you avoid foreclosure. If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or enter into a loan modification or other loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

EXHIBIT "B"

this approval is void. If an extension is requested and/or approved, then per diem interest will be charged through closing. Should the closing be delayed and the Investor/Insurer agree to an extension of the original closing date, the Borrower(s)/Seller(s) will be responsible for any per diem fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. The Borrower(s)/Seller(s) will be responsible for any additional costs or fees over the stated approved amounts.

2. The approved buyer(s) is/are Edman Hackworth and the sales price for the property is \$52,000.00.
3. Another buyer cannot be substituted without the prior written approval of Bank of America.
4. Closing costs have been negotiated and agreed upon with the authorized agent as of 11/26/2013.
 - a. Total Closing Costs not to exceed \$2,644.80.
 - b. Maximum commission paid \$2,080.00.
 - c. Maximum allowed to the subordinate lien holder(s) \$0.00.
 - d. Maximum allowed for Homeowners Association (HOA) liens \$0.00 (if applicable).
 - e. Maximum allowed for repairs \$0.00 (if applicable)
 - f. Maximum allowed for termite inspection/repairs \$0.00 (if applicable)

Any additional fees that were not approved on 11/26/2013 will not be covered by Bank of America and become the sole responsibility of the agent, the buyer or the seller to pay at closing.

5. Net proceeds to Bank of America to be no less than

	1st Lien Loan Number
	XXXXX9558
Proceeds from Sale	\$49,355.20
Cash Contribution	\$0.00
Promissory Note	\$0.00

6. The property is being sold in "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless specifically stated otherwise.
7. As stated in No. 5, the Seller is to contribute \$0.00, to assist in the closing of this transaction. This contribution will be in the form of:

- a. PROMISSORY NOTE(s) (signed, notarized and returned at closing):

	1st Lien Loan Number
	XXXXX9558
Promissory Note	\$0.00

If a promissory note(s) is required, it must be signed and uploaded into the Short Sale Processing System before the close of escrow. It is the responsibility of the closing agent to ensure that the executed and notarized promissory note is returned to Bank of America.

If a promissory note(s) has already been signed and agreed to between the seller, investor and the mortgage insurance company, a signed certified copy must be provided to Bank of America at the close of the short sale transaction. It is the responsibility of the closing agent to ensure that Bank of America receives the copy.

***** Sales proceeds will be returned if the note has not been received. This will result in a delay and/or possible cancellation of this short sale transaction. *****

- b. CERTIFIED FUNDS CONTRIBUTION (due at closing):

	1st Lien Loan Number
	XXXXX9558
Cash Contribution	\$0.00

8. The sellers will not receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, they will not be returned to the seller; they will be sent to Bank of America to offset the loss.
9. The enclosed Assignment of Unearned Premium Refund form is to be completed and uploaded along with the final settlement statement to the short sale processing system.

10. There are to be transfers of property within 30 days of the closing of this transaction.
11. The property must be free and clear of liens and encumbrances other than those recognized and accounted for in the HUD-1 approval, on which this approval is based.
12. Bank of America does not charge the borrower for statement, demand, recording, and reconveyance fees on short payoff transactions. Do not include them in your settlement statement. Bank of America prepares and records its own reconveyances.
13. All funds must be wired. Any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.
14. If the terms and conditions of the short sale approval are not met, we will cancel the approval of this offer and continue the foreclosure process as permitted by the mortgage documents.
15. We may terminate this agreement at any time and pursue the remaining amount due under the mortgage note and mortgage or deed of trust if we believe there has been:
 - a. Any fraud, misrepresentation, and/or material omission;
 - b. A material change to the terms of the short sale transaction or a different buyer; or
 - c. The transaction does not comply with our requirements, policies, or procedures.

Fraud Prevention: Bank of America is committed to taking the strongest action, including criminal referrals, against parties who, by their acts, victimize the selling homeowner, create an increased risk of loss to the bank, compromise federal foreclosure relief programs, or are acting outside of their applicable licensing requirements of good ethical conduct. Any party is encouraged to report any suspicious activity on this transaction to Bank of America's mortgage fraud hotline at mortgagefraudhotline@bankofamerica.com.

To ensure the privacy and protection of your information, please contact us at (855) 458-3430 to learn how you can securely email confidential information to us.

If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, Bank of America will have the right to keep the proceeds and apply them to Bank of America's loss after the short sale. We similarly would have the right to claim the proceeds to offset our losses if they were not previously disclosed and they were sent directly to the borrower.

WHAT YOU NEED TO DO

******* IMPORTANT INSTRUCTIONS *******

The closing agent must upload a certified copy of the final estimated settlement statement to the short sale processing system 72 business hours before closing. You cannot close without final approval of the closing costs.

Payoff funds must be wired unless otherwise specified to:

Bank of America
275 Valencia Avenue
Brea, CA 92823
MRC Acct # 12357-47067
ABA 026-009-593

Reference Loan No. XXXXX9558 DORA MORROW

To ensure proper identification of the wired funds, please reference the loan number, borrower's name and property address. Unidentified funds will be returned.

*****A certified copy of the final settlement statement must be emailed at the time of closing.*****

We will record a lien release when the final transfer of title of the property is completed, if all of the terms and conditions of this Agreement are met. Bank of America appreciates all your efforts and cooperation in this matter. If you feel there is additional information you would like to provide, or if you need additional information, please contact us at (855) 458-3430. Please continue to work closely with your real estate agent to finalize your short sale.

Home Loan Team
Bank of America

DORA MORROW
Borrower Printed Name

Co-Borrower Printed Name

Borrower Signature

Co-Borrower Signature

Date

Date

ASSIGNMENT OF UNEARNED PREMIUM REFUND

A short sale was completed on the property: 6 LADBROKE CT, GREENVILLE SC 29615 The transaction closed on 1/14/2014.

I/We, the insured, hereby request cancellation of our hazard insurance (e.g. homeowners, flood, hail, windstorm, etc.) effective on the closing date. Please refund the unearned portion of the premium directly to:

BAC Home Loans Servicing, LP
275 Valencia Avenue Brea, CA 92823
REFERENCE Account No: XXXXX9558

I/We, the insured, hereby relinquish any claim to these funds.

DORA MORROW Signature

Date Signed

Signature

Date Signed

Important Notice to Seller Regarding Income Tax Reporting

To provide you with the total interest you paid on your mortgage and/or reported to the IRS at year-end, BAC Home Loans Servicing, LP will need your new mailing address. Please complete the information below.

XXXXX9558
DORA MORROW

Current Mailing Address:

GREENVILLE, SC

New Mailing Address:

Street: _____

City: _____ State: _____ ZIP _____

Telephone: (_____) _____ - _____

Bank of America



Home Loans

DORA MORROW

6 Ladbroke Ct
Greenville, SC 29615

Notice Date: December 02, 2013

Account No.: 9558

Property Address:

6 LADBROKE CT
GREENVILLE, SC 29615

IMPORTANT MESSAGE ABOUT THIS ACCOUNT

Attached is the Assignment of Unearned Premium Refund

WHAT YOU SHOULD DO

The Assignment of Unearned Premium Refund must be properly executed. The completed document is to be returned to Bank of America, N.A. at the close of escrow. It is the responsibility of your agent to ensure that Bank of America, N.A. receives the executed Assignment of Unearned Premium Refund.

THANK YOU FOR YOUR BUSINESS

If you have any questions, please contact us at 1.866.880.1232.

Devlin Warner (1.800.669.6650)

Home Loan Team
Bank of America, N.A.

Bank of America, N.A. is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your potential eligibility for this program to help you avoid foreclosure.

Insurance Company

Policy Number

ASSIGNMENT OF UNEARNED PREMIUM REFUND

We have sold	The sale closed on
--------------	--------------------

I/We, the insured, hereby request cancellation of the referenced policy effective on the closing date. Please refund the unearned portion of the premium directly to:

Bank of America, N.A.
450 American St., Mail Stop CA6-921-01-03
Simi Valley, CA 92065

ATTENTION: Short Sale Customer Contact Department

REFERENCE Account No.:

I/We, the insured, hereby relinquish any claim to these funds.

Thank you for your courtesy and cooperation in this matter.

_____	Enter date execute
_____	Enter date execute

Bank of America, N.A.

OFFER WORKSHEET

PROPERTY 23539558
 Address: 6 LADBROKE CT
 City/State/Zip: GREENVILLE SC 29615

FINANCING Pre-Qual: Type: CONV Rate: 4
 Lender: PRIME LENDING
 Contact: LANCE KING
 Phone: 804-349-0160 Email: lkking@primelending.com

LISTING AGENT Name: EDWIN KING
 Address: 20 LOOP RD
 City/State/Zip: GREENVILLE SC 29609
 Phone: 8646080208 Fax: 8647515743
 Email: EDAVIDKING@GMAIL.COM

BUYER Name: EDMAN HACKWORTH
 Company:
 Address:
 City/State/Zip: GREER SC
 Phone: Fax:
 Email:

SELLING AGENT Name: EDWIN KING
 Address: 20 LOOP RD
 City/State/Zip: GREENVILLE SC 29609
 Phone: 8646080208 Fax: 8647515743
 Email: EDAVIDKING@GMAIL.COM

BUYER'S ATTORNEY Name: PAUL GAULT
 Address: 302 WESTON ST, FOUNTAIN INN, SC
 City/State/Zip:
 Phone: 864-882-9111 Fax:
 Email:

PLEASE READ

- Counter offer acceptance is subject to senior management approval, mortgage insurance and/or investor review
- No sale transaction is accepted until seller signs written contracts
- Buyer has been pre-qualified

- Buyer is aware that this is a multiple counter offer situation
- Seller must also confirm acceptance

OFFER INFORMATION

Date	11/04/2013	11/11/2013	11/11/2013
Identity	Buyer	Seller	Buyer
Purchase Amount (Enter First)	52000	52000	52000
Earnest Money Amount	1000	1000	1000
Down Payment Percent	20	20	20
Down Payment Amount	10400	10400	10400
Loan Amount	41600	41600	41600
Closing Date	12/31/2013	12/30/2013	01/14/2014
Pest/Termite Inspection			
Pest/Termite Repair (Sect. 1)			
Listing Date	11/22/2013	11/22/2013	11/22/2013
Listing Amount	64900	64900	64900
Cash Contribution - 1st Lien			
Cash Contribution - 2nd Lien			
Promissory Note Amount - 1st Lien			
Promissory Note Amount - 2nd Lien			
Buyer Closing Cost Credit			
Non-Allowable Closing Costs			
Credit to Net			
Settlement Fee		367.40	367.40
FHA/VA Allowable Costs			
Doc Prep			
Title Insurance			
Courier			
Overnight Fee			
Wire Fee			
Re-conveyance Fee			
Recording Fee			
County Transfer Tax		197.40	197.40
Non-compliance Fee			

Bank of America Home Loans

17300 W 119th St
Suite 100
Olathe, KS 66061

DORA MORROW
Greenville, SC

Notice Date: 11/4/2013
Loan No.: XXXXX9558
Property Address:
6 LADBROKE CT
GREENVILLE SC, 29615

IMPORTANT MESSAGE ABOUT YOUR HOME LOAN

Thank you for your request for a short sale on the above referenced property. This letter outlines the process. We look forward to working with you and/or your agent as we work to complete this process.

Please be advised:

- Credit reporting will continue while your loan is under review for a short sale.
- If the short sale is approved (unless agreed otherwise or prohibited by law) the mortgage insurer (if your loan is covered by mortgage insurance), Bank of America, N.A., and their successors and assigns may pursue a deficiency for the difference in the payment received and the total balance due.
- A short sale generally takes less time to complete than a foreclosure, so your reported delinquency could be shorter than it would with a foreclosure. As a result, your credit may improve sooner than it would if your house were to go into foreclosure. Furthermore, we will report the sale of the property to the IRS as required.
- We suggest that you contact the IRS or your tax preparer to determine if you have any tax liability.

If you are unable to sell the property in a short sale, the next step to avoid foreclosure is a deed in lieu of foreclosure. With a deed in lieu of foreclosure, you voluntarily transfer ownership of the property secured by the mortgage loan to us to satisfy the total amount due on the first mortgage. If needed, we will contact you with the steps to proceed with a deed in lieu of foreclosure.

WHAT THIS MEANS

This is a brief overview of the short sale process and the estimated time frames for each step. We expect the short sale process to take 45 to 90 days to complete. However, these are only approximations and delays outside of our control may occur. The steps of the process are:

- The Purchase Contract documentation has been received. If additional information is required, we will contact you and/or your agent.
- Our appraisal vendor will contact you and/or your agent within approximately five business days from the date that we receive all required documentation from you to set an appointment for an interior appraisal of the property. A point of contact is necessary to obtain access to the property.

- Upon completion of the appraisal, which takes approximately 10 business days, we will update your file and prepare it for review. In some cases, approval may be required by the Investor, which may take more time. The sale is subject to the mortgage holder's and mortgage insurer's approval if it is for less than the full balance.
- The offer will be accepted or declined after the review process is complete.
- If the offer is declined, we will notify you and your agent in writing within 5 business days of the final decision.
- If the offer is approved, within approximately three business days, we will issue an approval letter which will include the date by which the sale must close and a list of all permissible fees including maximum commission and closing costs allowed.
- Please be advised that you, as the seller(s), may cancel this agreement before the ending date of the listing period without advance notice to the broker, and without payment of a commission or any other consideration, if the property is conveyed to the mortgage insurer or the mortgage holder.
- Please be advised that you, as the seller(s), remain responsible for maintenance of the property until it is sold and the settlement has occurred.
- Please keep in mind you will be expected to sign all of the documents that are necessary to sell the property (e.g., listing agreement, purchase/sales contract, closing documents, etc.) even though the documents will indicate that the sales proceeds must be paid to the mortgage holder.

When information updates are available, we will contact you and/or your agent to provide a status of your file. If you have questions or concerns, please contact Short Sale Customer Care at (855) 458-3430 8 a.m.-5 p.m. CST, Monday-Friday.

Home Loan Team
Bank of America, N.A.

Trabajemos juntos

Hay ayuda disponible para los propietarios de habla hispana que tienen dificultades para pagar. Haremos todo lo posible por encontrar una solución para ayudarlo. Si usted tiene alguna pregunta y prefiere recibir asistencia en español, por favor llame al (855) 458-3430.

Bank of America is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your approval for this program to help you avoid foreclosure. If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or enter into a loan modification or other loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

The Servicemembers Civil Relief Act (SCRA)

Important Notice for Military Servicemembers Considering a Short Sale or Deed in Lieu of Foreclosure

If you or your spouse is a member of the military, please carefully review this document and notify your bank representative immediately. You may qualify for benefits and protections afforded by law.

The Servicemembers Civil Relief Act, 50 U.S.C. App. §§501 et seq. (the "SCRA") provides military personnel and their dependants with a wide range of legal and financial protections. SCRA benefits and protections:

- Limit the maximum rate of interest that may be charged on debt incurred by an eligible servicemember before the servicemember began military service.
- May prevent the sale, foreclosure, or seizure of real estate, except when a valid court order exists that approves the sale, foreclosure, or seizure of the real estate..
- May stop a landlord or lender from evicting a servicemember from his/her residence.

Depending upon your military status and when your loan was originated, the SCRA may prevent the lender from foreclosing on your property. However, we understand that despite this protection, Servicemembers may still want to be relieved of the debt obligation associated with a home loan.

If you would like to discuss foreclosure alternatives such as a short sale or a deed in lieu of foreclosure, please contact us. Any negotiation for a short sale or a deed in lieu of foreclosure is not a threat of current or future litigation or an action to foreclose on the property, and should not be considered as such.

Our Military Assistance Team is Here to Help

For further assistance and to obtain information about the many benefits and protections available to military servicemembers, please contact Bank of America's Military Assistance Team at:

(877) 430-5434
Bank of America - Military Assistance Unit
151 W. 14th Street
Mail Code: AZ1.807.01.19
Tempe, AZ 85281

For Additional Information

There are a number of other resources you can use to gain a better understanding of your SCRA rights and protections. Use these helpful sources to get started.

- **CONSULT AN ATTORNEY.** To fully understand your rights under the law, and before waiving your rights or voluntarily surrendering property, please consult an attorney.
- **JAG / LEGAL ASSISTANCE:** Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- **MILITARY ONESOURCE:** "Military OneSource" is the U. S. Department of Defense's information resource. Go to www.militaryonesource.com/scra or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

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,)

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

Plaintiff,)

vs.)

**AFFIDAVIT OF
LAURA ("LAURIE") K. WARREN**

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,)

Defendants.)

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)

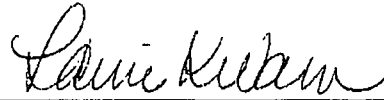
PERSONALLY APPEARED before me, Laura K. Warren, who first being duly sworn,
deposes and says:

1. That I am over 21 years of age.
2. I am a legal assistant at Kenison, Dudley & Crawford, LLC ("KD&C").
3. Mr. John Morrow came into the office of KD&C on or about August 23, 2013 and introduced a woman to me as Dora Morrow.

EXHIBIT "C"

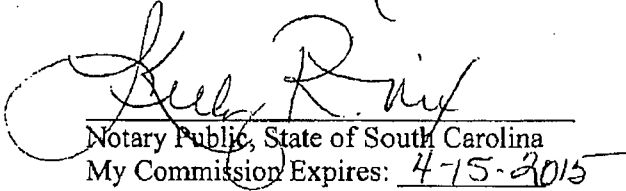
4. I witnessed Dora Morrow execute the Contract for the Sale of Real Estate that is Exhibit "A" to Defendant/Third-Party Plaintiff Edman Hackworth's Motion to Enforce Settlement.

FURTHER AFFIANT SAYETH NAUGHT.



Laura ("Laurie") K. Warren, Legal Assistant
Kenison, Dudley & Crawford, LLC

Sworn to and subscribed before
me this 24 day of March, 2014



Notary Public, State of South Carolina
My Commission Expires: 4-15-2015

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSTIMER

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CASE NO.: 2010-CP-23-1321

John Morrow and Dora S. Morrow,

2014 MAY 7 PM 12:05
Plaintiff,

vs.

Deutsche Bank National Trust Company Et.
al.,

Defendant.

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff's Attorney: J.J. Andrighetti, Bar No. _____ Address: 114 Manly St., Greenville, SC 29601 Phone: 864.370.8222 Fax 864.370.8227 E-mail: jj@palmettolawfirm.com Other: _____		Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____	
☒ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III) ☐ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III) ☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)			
SECTION I: Hearing Information			
Nature of Motion: Motion to Reconsider Estimated Time Needed: _____ Court Reporter Needed: ☒ YES / ☐ NO			
SECTION II: Motion/Order Type			
☒ Written motion attached ☐ Form Motion/Order I hereby move for relief or action by the court as set forth in the attached proposed order.			
Signature of Attorney for ☒ Plaintiff / ☐ Defendant		5-7-14 Date submitted	
SECTION III: Motion Fee			
☒ PAID - AMOUNT: \$ _____ ☐ EXEMPT: (check reason) ☐ Rule to Show Cause in Child or Spousal Support ☐ Domestic Abuse or Abuse and Neglect ☐ Indigent Status ☐ State Agency v. Indigent Party ☐ Sexually Violent Predator Act ☐ Post-Conviction Relief ☐ Motion for Stay in Bankruptcy ☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP) ☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions Name of Court Reporter: _____ ☐ Other: _____			
JUDGE'S SECTION			
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other: _____		JUDGE CODE _____ Date: _____	
CLERK'S VERIFICATION			
Collected by: _____ Date Filed: _____ ☐ MOTION FEE COLLECTED: \$ _____ ☐ CONTESTED - AMOUNT DUE: \$ _____			

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE)

John Morrow and Dora S. Morrow,)

Plaintiff,)

vs.)

Deutsche Bank National Trust)

Company Et al,)

Third Party Plaintiff.)

John Morrow and Dora S. Morrow,)

Plaintiff,)

vs.)

Edman Hackwoth,)

Third Party Defendant.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CA NO. 2010-CP-23-1321

**MOTION FOR RELIEF FROM
ORDER TO ENFORCE SETTLEMENT**

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2011 MAY 7 PM 12 05

To: Third Party Defendant Edman Hackwoth ("Hackwoth"), by and through his attorney of record, Thomas E. Dudley, III:

The Defendants, John Morrow and Dora S. Morrow ("Morrows"), by and through their undersigned counsel, come before the Court pursuant to Carolina Rule of Family Court Rule 2(a) and South Carolina Rule of Civil Procedure Rule 60 and request the Court alter or amend its Order to Enforce Settlement issued on April 28, 2014, of which the Defendants have not yet received an executed copy.

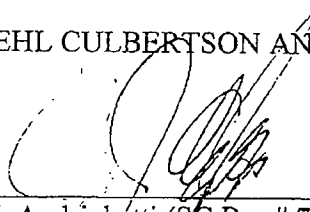
The settlement sought to be enforced by Hackwoth was part of an alleged global settlement between the Plaintiff Deutsche Bank, Hackwoth, and the Morrows. According to the alleged settlement, the Morrows would sale the property that is the subject matter of this litigation to Hackwoth and in return, Hackwoth's judgment against the Morrows would be satisfied and

Deutsche Bank would not pursue any deficiency against the Morrows. Deutsche Bank's previous loan servicer, Bank of America, allegedly entered into the global settlement without providing sufficient proof of its authority to do so. Bank of America was subsequently terminated as servicer and Select Portfolio Servicing, Inc. ("SPS") was appointed the new servicer.

SPS representatives have informed the Morrows that Deutsche Bank and SPS will not abide by the alleged global settlement agreement because it violates "federal law." SPS did not cite any specific statute or regulation after further inquiry but upon information and belief, SPS is referring to the requirement that all short sales be arms-length transactions as required by the Department Housing and Urban Development's ("HUD") Home Affordable Foreclosure Alternatives ("HAFA") Program. However, SPS claims and the Morrows admit that this is not an arms-length transaction.

WHEREFORE, Plaintiff requests the Court alter or amend its Order to require Plaintiff Deutsche Bank and its representatives to comply with the settlement agreement or to vacate the settlement agreement because it violates federal law and public policy.

KEHL CULBERTSON ANDRIGHETTI & KORNFELD, LLC



J.J. Andrighetti (SC Bar # 72741)
Post Office Box 1904
Greenville, South Carolina 29602
p. 864.370.8222
f. 864.370.8227
jj@palmettolawfirm.com

May 6, 2014

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

John Morrow and Dora S. Morrow,)
)
Plaintiff,)

vs.)

Deutsche Bank National Trust)
Company Et al,)
)
Third Party Plaintiff.)

John Morrow and Dora S. Morrow,)
)
Plaintiff,)

vs.)

Edman Hackwoth,)
)
Third Party Defendant.)

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

CA NO. 2010-CP-23-1321

AFFIDAVIT OF SERVICE

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2014 MAY 7 PM 12 05

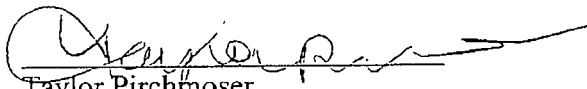
I, Taylor Pirchmoser, being first duly sworn, states as follows:

1. I am over the age of 18, not a party to this action and competent to testify.

2. I do hereby certify that on this 7th day of May 2014, I served upon the above captioned Third Party Plaintiff's Counsel and Third Party Defendant's Counsel, Plaintiff's Motion for Relief from Order to Enforce Settlement by depositing it in the US Mail with proper postage affixed thereto and addressed as follows:

Thomas E. Dudley, III
704 East McBee Ave.
Greenville, SC 29601

Susan S. White
Finkel Law Firm
PO Box 71727
N. Charleston, SC 29415


Taylor Pirchmoser

SWORN to and SUBSCRIBED this the
7th day of May, 2014

NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 8/27/14

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

vs.)

**DEFENDANT/THIRD-PARTY
PLAINTIFF EDMAN HACKWORTH'S
RETURN TO MOTION TO
RECONSIDER**

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,)
Defendants.)

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL D. WICKENSIMER
2014 MAY 12 AM 9 45

Defendant/Third-Party Plaintiff Edman Hackworth (hereinafter "Hackworth") hereby submits its response to Defendants John Morrow and Dora S. Morrow ("Morrows") Motion for Relief from Order to Enforce Settlement.

1. The Settlement Agreement and terms were agreed to by Bank of America on behalf of Deutsche Bank (attached to Hackworth Order). A subsequent loan servicer lacks standing to

undo this Settlement Agreement (Note: it is not claimed the loan was sold or assigned). Even if Select Portfolio Servicing does not like the deal, it is too late. Bank of America agreed in writing for Deutsche Bank and there is nothing in writing to the contrary.

2. The basis of this Motion to Reconsider is baseless. The issue raised now was never argued prior to the hearing or at the hearings. Raising it now is inconsistent with Rule 59. New issues cannot be raised for the first time in a Motion to Reconsider, Anderson Memorial Hospital v. Hansen, 313 SC 497, 443 S.E.2d 329 (Ct. App. 1994).

3. The claim the Settlement Agreement is not an arm's length transaction also fails. Morrow and Hackworth entered into a Contract for Sale in 2009. Later, a dispute arose requiring Hackworth to file suit to enforce his rights. I understand the requirement of an arm's length transaction for short sale is to prevent collusion. There is no basis to say the current situation is anything less than an arm's length transaction. There is no legitimate argument to say this short sale is the result of any collusion between Morrow and Hackworth. The Court's Order from the trial shows this.

Defendants Morrows' Motion for Relief from Order to Enforce Settlement should be denied.

Respectfully submitted,



Thomas E. Dudley, III (SC Bar # 66154)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899

May 8th, 2014
Greenville, SC

Attorney for Defendant/3rd Party Plaintiff
Edman Hackworth

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

vs.)
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,)
Defendants.)

**DEFENDANT/THIRD-PARTY
PLAINTIFF EDMAN HACKWORTH'S
MOTION TO ALLOW ACCESS**

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)

FILED-CLERK OF COURT
GREENVILLE, CO. S.C.
PAUL B. WICKENHUISER
MAY 12 PM 9 47

In furtherance of the Settlement Agreement, with which this Court has ordered Ms. Morrow to comply, Third-Party Plaintiff Edman Hackworth moves of this Court to direct Defendants John Morrow and Dora Morrow to allow Hackworth access to the residence at 6 Ladbroke Court, Greenville, South Carolina so that the property can be inspected and that an appraisal can be conducted in order for closing to occur on the subject property. Defendant John Morrow has indicated he does not want Hackworth or his realtor David King to enter the

house. It is unreasonable for a purchaser not to have a walk through the house prior to closing. Hackworth wants to be sure the status quo has been maintained and neither Morrow nor Morrow's renter has damaged the residence. Access may be needed on two occasions if Hackworth is unable to coordinate the inspection at the same time as the appraisal. Hackworth consents to a third-party being present during the inspection and appraisal.

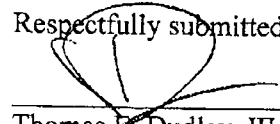
Hackworth moves for the Court to order Defendants Morrow to allow reasonable access to Hackworth and an inspector access to the residence in order to complete an inspection of the subject residence.

Hackworth moves for the Court to order Defendants Morrow to allow reasonable access to Hackworth and an appraiser access to the residence in order for an appraisal to be completed on the subject residence.

Hackworth moves the Court to sanction Defendants Morrow for the costs of attorneys' fees and costs in order to bring this matter.

Hackworth moves the Court to issue an order requiring Defendants Morrow to allow access to the residence within ten (10) days from the date of the order and if access is not allowed, Defendants Morrow will be held in civil contempt.

Respectfully submitted,



Thomas E. Dudley, III (SC Bar # 66154)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899

*Attorney for Defendant/3rd Party Plaintiff
Edman Hackworth*

May 8, 2014
Greenville, SC

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,)

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

Plaintiff,)

vs.)

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,)

Defendants.)

**DEFENDANT/THIRD PARTY
PLAINTIFF EDMAN HACKWORTH'S
MOTION SEEKING CONTEMPT
AGAINST DEFENDANT DORA S.
MORROW and MOTION TO
ENFORCE SETTLEMENT AS TO
PLAINTIFF DEUTSCHE BANK**

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)

Defendant/Third Party Plaintiff Edman Hackworth ("Hackworth") hereby moves this Court for an Order seeking contempt for non-compliance against Defendant Dora S. Morrow ("D. Morrow") and for an Order Enforcing Settlement as to Plaintiff Deutsche Bank National Trust Company ("Deutsche Bank").

FILED CLERK OF COURT
GREENVILLE CO. S.C.
PAUL J. HICKENSIMER
2010 JUN 19 AM 11 15

A trial was held before the Honorable Charles B. Simmons, Jr. on August 13, 2013 after which time it was agreed that Defendant D. Morrow would sell the property at issue to Hackworth if Deutsche Bank agreed and waived any deficiencies against her. On August 23, 2013, D. Morrow and Hackworth signed the Contract for the Sale of Real Estate. Pursuant to the terms of that Contract, the purchase price of \$52,000 would be paid by Hackworth to Bank of America, as agent for Deutsche Bank, in full satisfaction of the promissory note and mortgage on the property. An integral part of this Contract was acceptance of the short sale by Bank of America. At all times mentioned herein, Bank of America was acting on behalf and in the interest of Deutsche Bank.

Thereafter, Bank of America sent the necessary documents to effectuate the Short-Sale, including but not limited to the Short Sale Purchase Contract Addendum, which were signed by D. Morrow *and* Hackworth on or about September 30, 2013. A true copy of the Bank of America Short Sale documents are attached hereto as Exhibit "A". A portion of this document was also signed by Edwin David King, as the licensed realtor handling the short sale. All documents were signed and returned to Bank of America. It is noteworthy that there are no places on these documents for Deutsche Bank to sign.

On or about November 27, 2013, Bank of America sent its approval letter of the short sale ("Approval Letter") to Hackworth with additional documents for Defendant D. Morrow to sign. As can be ascertained from a review of the Approval Letter, Defendant D. Morrow needed to sign the Approval Letter, as well as an Assignment of Unearned Premium Refund which was sent to Defendant D. Morrow in a separate letter from Bank of America dated December 2, 2013.

But, Defendant D. Morrow, through third-party defendant John Morrow ("J. Morrow") called Hackworth and told him that his wife would not sign the additional documents required of her to effectuate the short sale unless Hackworth paid J. Morrow \$1,000.00. When Hackworth rightly refused to pay J. Morrow to have the additional paperwork signed, defendant D. Morrow and third party defendant J. Morrow (collectively "Defendants Morrow") took out a trespass notice against Hackworth, dated December 13, 2013. A copy of said Trespass Notice is attached as Exhibit "B". This prevented Hackworth from inspecting the premises or obtaining an appraisal in order to close.

Pursuant to the Bank of America Approval Letter, closing was to take place on or before January 14, 2014. Defendant D. Morrow refused to sign the paperwork needed for the closing to take place. Hackworth was, and always has been, ready to close on this property. However, due to Defendants Morrow's refusal to sign the additional paperwork necessary to effectuate the short sale, and the Trespass Notice taken out against Hackworth, it was impossible for Hackworth to have the property appraised. As such, closing could not be held by that date due to defendants Morrow refusal to sign additional paperwork and to allow Hackworth access to the property.

Hackworth was then forced to file two (2) separate motions, one to enforce settlement; the other to allow access to the property as Defendants Morrow were then renting the house. Judge Simmons issued an Order Enforcing Settlement dated April 24, 2014, which was not received by this office until May 13, 2014. In that Order, Judge Simmons directed Defendant D. Morrow to "cooperate fully and sign the documents necessary to give effect to the Settlement as indicated in the Short Sale Agreement". Defendant D. Morrow has *not* complied with the terms of Judge Simmons' April 24 Order and is in contempt of court for her refusal to comply.

Defendants Morrow retained attorney J.J. Andreghetti, who filed a Motion for Relief from Order to Enforce Settlement on May 7, 2014 based on the allegation that Deutsche Bank's new loan serving agent, Select Portfolio Servicing, Inc. ("Select Portfolio") would not agree to the short sale. Counsel understood that this Motion to Reconsider was resolved, but later learned that Defendants Morrow and Select Portfolio were negotiating for Defendants Morrow to receive a Loan Modification to resolve the foreclosure. This violates this Court's Order directing Defendant D. Morrow to go forward with the short sale based on the settlement agreement. Additionally, Select Portfolio stated that since it did not "sign" the short sale, it cannot be bound by it. This is perhaps the most childish legal position ever made. Not only is there a document on Bank of America letterhead stating it approved the settlement, but nowhere on any of the short sale documents is there a signature block for Bank of America or Deutsche Bank, or any of its agents and/or representatives to sign. Select Portfolio's argument is ridiculous. Deutsche Bank, or Select Portfolio, surely do not contend the documents submitted by Bank of America and signed by Defendant D. Morrow and Hackworth were not sent or authorized to be sent by Bank of America.

While Plaintiff's new attorney, Daniel Orvin, states in his email May 29, 2014 to Judge Simmons that Hackworth "was not a party to approval letter", Hackworth is named as the "approved buyer" in paragraph 2 therein. Also, the approval was based on documents Hackworth signed in September of 2013. Additionally, they state that the settlement agreement Hackworth seeks to enforce was not signed by their client and they further claim that the closing did not occur within the time limits specified in the Approval Letter. Plaintiff is taking different positions concerning the Bank of America approval letter; first, they state that Hackworth does

not have an authority to seek to enforce the settlement against the bank because the bank never entered into the agreement. The approval letter negates this argument, as Bank of America, at that time, was acting as the agent for Deutsche Bank, and had the authority to agree to, and in fact did agree to the short sale. That Select Portfolio is now the *new* agent for Deutsche Bank does not extinguish the fact that Deutsche Bank is a party to the agreement, as evidenced by the Approval Letter. Then they state that the closing did not take place in the time set forth in the Approval Letter. Either the bank is part of the settlement agreement or it is not.

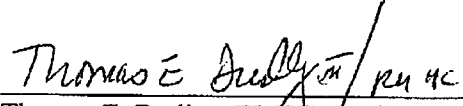
As to their argument that the closing did not occur in January of 2014, this is due entirely to Defendant D. Morrow's refusal to sign the *additional paperwork* and to allow Hackworth access to the property to have an appraisal conducted.

On a separate note, it is believed that Defendants Morrow currently have a second tenant renting the property at issue. A copy of two photographs showing cars in the driveway, taken earlier this month, are attached as Exhibit "C". The Defendants Morrow continue to flaunt their non-compliance by having yet another tenant move into the house.

It is therefore respectfully requested that the Court stop this nonsense and hold Defendant D. Morrow in contempt until she complies with the terms of Judge Simmons' April 24, 2014 Order and sign any and all necessary documents to effectuate the short sale as per the settlement agreement, and if she still refuses to do so, that this Court issue an Order for Contempt of Court to be given to the Sheriff of Greenville County for execution upon.

It is further requested that this Court issued an Order for Plaintiff Deutsche Bank to comply with the terms of the settlement agreement it entered into through Bank of America and proceed with the short sale to Hackworth.

Respectfully submitted,



Thomas E. Dudley, III (SC Bar # 66154)
Kenison, Dudley & Crawford, LLC
704 E. McBee Avenue
Greenville, SC 29601
242-4899
dudley@conlaw.com

Attorney for Defendant/3rd Party Plaintiff
Edman Hackworth

August 14, 2014
Greenville, SC

Short Sale Third-Party Authorization Form

Bank of America  Home Loans

Borrower(s) Acknowledgment

Loan Number: 9558 Property Address: 6 LADBROKE COURT
Borrower: DORA S. MORROW GREENVILLE, S.C. 29615
Co-Borrower: _____

The undersigned Borrower and Co-Borrower (if any) (individually and collectively, the "Borrower," "Me" or "My"), authorize(s) Bank of America, N.A., its affiliates, agents and employees (collectively, "BANA") to discuss with the third party(ies) described on the next page (the "Designated Representative(s)") on My behalf the sale of the property at the above-listed Property Address (the "Property"), which is secured by a loan owned or serviced by BANA ("Mortgage"), for an amount less than the outstanding principal balance of the Mortgage (such transaction, a "Short Sale"):

Designated Representative: EDWIN DAVID KING
Designated Representative: _____
Designated Representative: _____
Designated Representative: _____

My Designated Representative and BANA are hereby authorized to share with each other any and all information reasonably requested, or otherwise required to be exchanged in connection with the consummation of the Short Sale. This information would include, e.g., legal disclosures, legal notices, names, addresses, telephone numbers, Social Security numbers, income, credit scores, status of any current or previous workout review, account, balances, program eligibility, payment activity and any other confidential (including nonpublic personal information) information related to Me, the Mortgage or the Property.

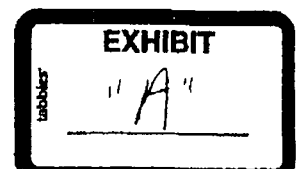
I further agree and acknowledge as follows:

- I have selected the Designated Representative.
- I acknowledge that BANA is not responsible for any act or omission of the Designated Representative, including anything the Designated Representative may do with information it is provided hereunder, or for any failure of the Designated Representative to competently perform its services.
- I agree that the Designated Representative can authorize a delegate to provide administrative support ("Designated Support Staff") to facilitate procedural, or other clerical and administrative functions that are non-licensable activities on behalf of the Designated Representative. The Designated Support Staff is identified on the Designated Representative Acknowledgment.

This Third-Party Authorization will be effective until the completion of the Short Sale(s) unless terminated by me (us) in writing.

I UNDERSTAND AND AGREE WITH THE TERMS OF THIS THIRD-PARTY AUTHORIZATION.

Dora S. Morrow
Borrower's Signature Date Co-Borrower's Signature Date
See reverse side for Designated Representative Acknowledgment.



Short Sale Third-Party Authorization Form

Bank of America  Home Loans

Designated Representative Acknowledgment

Each undersigned Designated Representative represents and agrees that, he/she (i) is a licensed real estate agent, real estate broker or attorney ("Licensee") in good standing in the state in which the Property is located, and that Licensee has all licenses, permits or authorizations required by state or federal law to perform the duties undertaken by it in connection with the Short Sale, (ii) shall not knowingly misrepresent or omit to state, any material fact in order to induce the Borrower(s), BANA, the lender, the investor or the insurer to agree to the terms of a Short Sale that the Borrower(s), BANA, the lender, the investor or the insurer would not have agreed to had all material facts been known, and (iii) is in compliance with all applicable state and federal laws, rules and regulations governing the services provided, including without limitation those related to providing required disclosures to the Borrower(s), and shall be responsible and liable for all of the acts and omissions of its Designated Support Staff authorized to work on his/her behalf.

Each Designated Representative and his or her Designated Support Staff involved in a Short Sale regarding:

Address _____ City _____ State _____ Zip _____

Must complete, sign and date below.

Designated Representative: _____ Company Name: _____

State Licensing Entity: _____ State Licensing/Registration Number: _____

Type of License: _____ Phone: _____ Email: _____

Designated Representative Signature _____ Date _____

Designated Representative: _____ Company Name: _____

State Licensing Entity: _____ State Licensing/Registration Number: _____

Type of License: _____ Phone: _____ Email: _____

Designated Representative Signature _____ Date _____

Designated Representative: _____ Company Name: _____

State Licensing Entity: _____ State Licensing/Registration Number: _____

Type of License: _____ Phone: _____ Email: _____

Designated Representative Signature _____ Date _____

Designated Representative: _____ Company Name: _____

State Licensing Entity: _____ State Licensing/Registration Number: _____

Type of License: _____ Phone: _____ Email: _____

Designated Representative Signature _____ Date _____

The following Support Staff do(es) not hold a Real Estate Agent/Broker's License nor an Attorney's License but is assisting the above identified Licensee(s) with administrative functions:

Designated Support Staff: _____ Company Name: _____

Assistant For: _____ Designated Representative Signature _____ Date _____

Designated Support Staff: _____ Company Name: _____

Assistant For: _____ Designated Representative Signature _____ Date _____

Short Sale Purchase Contract Addendum

Bank of America  Home Loans

Date: 9-30-13

Bank of America 1st Loan No.:

9558

Bank of America 2nd Loan No.:

Seller: DORA S. MORROW
Print name

Buyer: Ed Hackworth
Print name

Seller: _____
Print name

Buyer: ED HACKWORTH
Print name

Seller: _____
Print name

Buyer: _____
Print name

Seller: _____
Print name

Buyer: _____
Print name

This Addendum to Purchase Contract is entered into and is effective as of 9/30/13 by and between Seller(s) and Buyer(s) (hereinafter referred to as "the Parties") and shall be deemed to amend, modify and supplement that certain Contract dated 8/23/13 by and between Seller(s) and Buyer(s) (the "Purchase Contract").

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Short Sale Purchase Contract Addendum and of the representations, warranties, conditions and promises hereinafter acknowledged, Sellers and Buyers hereby agree as follows:

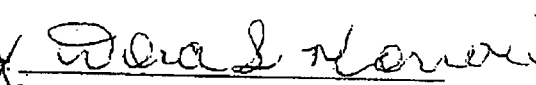
1. The Parties acknowledge and agree that the Subject Property is being sold in "as-is" condition.
2. The parties acknowledge and agree that the Seller may cancel this agreement prior to the ending date of the contract period without advance notice to the broker and without payment of a commission of any other consideration, if the property is conveyed via foreclosure to the mortgage insurer or the mortgage holder.
3. The Parties acknowledge and agree that the Subject Property must be sold through an "Arm's-Length" Transaction. "Arm's-length" means two unrelated parties characterized by a selling price and other terms and conditions that would prevail in a typical real estate sales transaction. No party to this contract is a family member, related by blood or marriage, is a business associate or shares a business interest with the mortgagor (Sellers).
4. The Parties acknowledge and agree that neither the Buyers nor the Sellers nor their respective Brokers/Agents have any agreements written or oral that will permit the Seller or the Seller's family member to remain in the property as renters or regain ownership of said property at any time after the execution of the Short Sale transaction. This includes if the seller is retaining a direct or indirect ownership or possessory interest in the property and/or has a formal or informal option to obtain such as interest in the future.
5. Seller agrees to vacate the subject property within 3 days PRIOR TO closing of the transaction OR Seller agrees to vacate the subject property within 3 days after closing subject to terms as shown on the Purchase Contract.
6. The Parties acknowledge and agree that none of the parties shall receive any proceeds from this transaction.
7. The Parties acknowledge and agree the purchase contract cannot have any provisions for Assignment/Assignee and/or Option to purchase. Bank of America will NOT approve any transactions with these sales contract provisions and any such provisions are expressly deemed unapproved.
8. Buyer agrees that property cannot be sold or otherwise transferred within 30 days of closing.

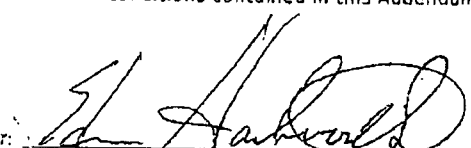
Short Sale Purchase Contract Addendum

Bank of America  Home Loans

9. The Parties acknowledge and agree that, upon Bank of America's request, the Parties shall provide all material documents involved in the short payoff transaction, including but not limited to the Buyer(s) and Seller(s) HUD-1 Settlement Statements.
10. The Parties acknowledge and agree that this Short Sale transaction will not constitute appraisal fraud, flipping, identity theft and/or straw buying.
11. The Parties acknowledge and agree that any misrepresentation or deliberate omission of fact that would induce Bank of America, an Investor or a Mortgage Insurer to agree to the terms of a short payoff that would not have been approved had all facts been known, constitutes Short Sale Fraud and may subject the responsible Party to civil and/or criminal liability.
12. The Parties acknowledge and agree that this Addendum, together with the Sales Contract, shall constitute the entire and sole agreement between the Parties with respect to the Sale of the Subject property and supersede any prior agreements, negotiations, understandings, optional contracts or other matters, whether oral or written, with respect to the subject matter hereof. To the extent that any term or condition contained within the Short Sale Contract is contradictory or inconsistent with this Addendum, the Parties agree that this Addendum shall supersede. No alterations, modifications or waiver of any provision hereof shall be valid unless in writing and signed by Parties, FHA, VA, government agencies, any Investor and/or mortgage holder hereto.

IN WITNESS WHEREOF, the parties hereby have acknowledged the terms and conditions contained in this Addendum as evidenced by the signatures appearing below:

Seller: 
Sign name

Buyer: 
Sign name

Seller: _____
Sign name

Buyer: _____
Sign name

Seller: _____
Sign name

Buyer: _____
Sign name

Seller: _____
Sign name

Buyer: _____
Sign name

During the short sale process, loan servicing may be transferred to a different loan servicer. Servicing refers to collecting principal, interest, and escrow payments, if any, as well as sending monthly or annual statements, tracking account balances, and handling other aspects of the loan. We may assign, sell, or transfer the servicing of a loan at any point while the loan is outstanding. Your client will be given advance notice before a transfer occurs. Depending on the status of the short sale when the servicing of a loan is transferred, the new servicer may not be required to accept the terms and conditions of a short sale.

Short Sale Real Estate Licensee Certification

Bank of America  Home Loans

This certification is made in connection with the Residential Purchase Agreement dated _____
on Property known as 6 LINDSBROKE COURT, GREENVILLE, SC - 29615
for which DORA S. MORROW is Seller and EDWIN DAVID KING
is the individual Real Estate Licensee at the listing brokerage representing Seller; and _____
is Buyer and EDWIN DAVID KING is the individual Real Estate Licensee at the selling brokerage
representing Buyer.

1. Licensee acknowledges and agrees that Bank of America is not the property seller, but only the mortgage lien holder(s) or servicer acting on behalf of the lien holder, accepting less than the balance owed to facilitate the Short Sale purchase transaction of Property as an alternative to foreclosure. Bank of America is in no way responsible for paying any real estate sales commission.
2. Licensee acknowledges and agrees that he or she has a valid, current real estate license issued by the appropriate authority within the State that Property is listed for sale or a licensed attorney in good standing in the State where Property is listed for sale.
3. Licensee representing Seller acknowledges and agrees that, in his or her professional opinion, Property has been listed on the appropriate local Multiple Listing Service at a listing price intended to generate open market competitive offers to purchase Property and not at an artificially low or high listing price. Licensee representing Seller further acknowledges and agrees that his or her marketing efforts were in fact and "in spirit" aimed toward maximizing the selling price of Property from a ready, willing and able buyer. Licensee has not engaged in any conduct that restricts or limits offers from buyers, including but not limited to requiring cash offers, using disparaging language regarding the property or tenants, or unreasonably restricting access.
4. Licensee representing Seller acknowledges that he or she has made Seller aware of all offers to purchase Property that Licensee received during the listing period and that he or she has not coerced, harassed or improperly influenced Seller in selecting a buyer for Property or in agreeing to the terms and conditions of the purchase contract.
5. Licensee acknowledges and agrees that Licensee is not engaging in appraisal fraud, flipping (a predatory lending practice whereby a recently acquired property is resold for a considerable profit with an artificially inflated value within a short period of time, as defined by the Federal Bureau of Investigation), identity theft and/or straw buying. Licensee has disclosed all agreements or understandings relating to the current sale or subsequent sale of Property of which Licensee is aware or should be aware. Licensee is not aware of any other agreements or understandings that call for the subsequent sale of the Property within 30 days of the current sale, the assignment of the property to the Seller or the option for the Seller to purchase.
6. Licensee acknowledges and agrees that he or she is not receiving any compensation, remuneration or benefit from the completion of this Residential Purchase Agreement other than what has been disclosed in the preliminary and certified HUD-1 closing settlement statements. Licensee is not aware of any arrangement for compensation or other remuneration to Seller, Buyer, Licensees or other lien holders, either directly or indirectly related to the purchase agreement, that has been or will be paid outside the official terms of closing as presented in the purchase contract and the preliminary and certified HUD-1 closing settlement statements.
7. Licensee acknowledges and agrees that he or she has disclosed to Bank of America any known relationship to Buyer or ownership interest in Buyer's company, and Licensee representing Seller further acknowledges that he or she has no existing business relationship with Buyer and/or Seller other than the purchase of Property according to the terms and conditions of the purchase contract.

Short Sale Real Estate Licensee Certification

Bank of America  Home Loans

8. Licensee acknowledges and agrees that any misrepresentation or omission of a material fact may subject the responsible party to civil and/or criminal liability.

Licensee Representing Seller: Eduardo King
Sign name

State License Number: 49895 Date: 9-30-13

Licensee Representing Buyer: Eduardo King
Sign name

State License Number: 49895 Date: 9-30-13

During the short sale process, loan servicing may be transferred to a different loan servicer. Servicing refers to collecting principal, interest, and escrow payments, if any, as well as sending monthly or annual statements, tracking account balances, and handling other aspects of the loan. We may assign, sell, or transfer the servicing of a loan at any point while the loan is outstanding. Your client will be given advance notice before a transfer occurs. Depending on the status of the short sale when the servicing of a loan is transferred, the new servicer may not be required to accept the terms and conditions of a short sale.

TRESPASS NOTICE
(notice of No Trespassing)
Greenville County Sheriff's Office
4 McGee Street Greenville, SC

12-13-13
Date

TO: Edman Hackworth
Name of person on notice of no trespass

631 Hammett Rd
street address

Greer, SC 29650
city, state, zip code

This letter is to notify you that you are hereby placed on TRESPASS
NOTICE on any and all property, which I own located at:

6 LA DUKKE CT Greenville, SC 29615

1275 S Pleasantville Dr Greenville, SC 29605

AND ANY OTHER PROPERTY WE OWN

If you fail to honor this notice and return to my property, you will be
charged with TRESPASSING AFTER NOTICE (S.C. Code 16-11-600).

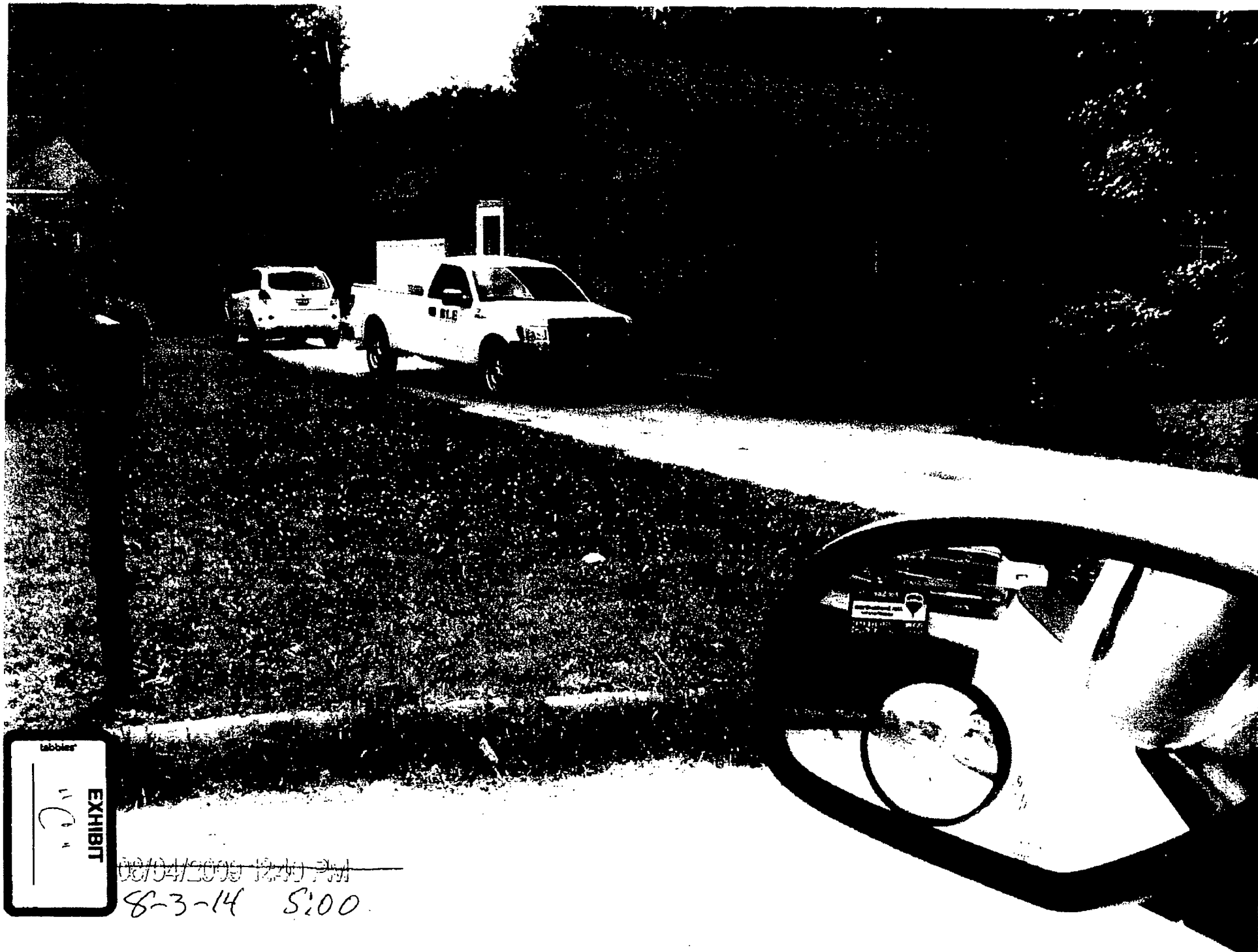
John Manow
John Manow
Property owner signature

12-13-13
Date

Mail this notice certified mail, with restricted delivery, return receipt requested.
Keep the receipt and a copy of this letter for the file.

Property Owner— Read page (1) for important instructions.





tabbles
EXHIBIT
11C

08/04/2009 12:40 PM

8-3-14 5:00



08/04/2009 12:40 PM

8-3-14

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

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

Plaintiff

Vs.

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,

Defendants.

Edman Hackworth,

Third-Party Plaintiff,

Vs.

John Morrow,

Third-Party Defendant.

John Morrow and Dora Morrow,

Third-Party Plaintiffs,

Vs.

Edman Hackworth and Debbie Hackworth,

Third-Party Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT

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

FILED-CLERK OF COURT
2014 AUG 29 PM 4 41
PAUL D. MCCLAMMER

RETURN TO RULE TO SHOW CAUSE

TO: THOMAS E. DUDLEY, III, ATTORNEY FOR THIRD-PARTY PLAINTIFF EDMAN HACKWORTH:

COMES NOW the above named Defendants/Third-Party Plaintiffs, John and Dora Morrow ("Morrrows"), by and through their undersign counsel, in response to the Rule to Show Cause issued by this Court on August 20, 2014, in the above-captioned matter, submit the following Return:

1. The April 24, 2014 Order to Enforce Settlement which the Defendant/Third-Party Plaintiff Edman Hackworth ("Hackworth") seeks to enforce by way of holding the Morrrows in contempt is not yet ripe for such enforcement.

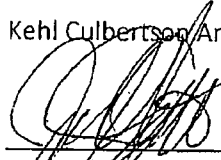
2. Undersigned counsel filed a Motion for Relief from Order to Enforce Settlement on May 7, 2014, which is presently before the Court, any action to enforce the underlying Order is premature and without basis.

3. Hackworth, by and through his counsel Thomas E. Dudley, III, filed an action for supplementary proceedings in this matter on July 29, 2014, in an effort to enforce the judgment he has obtained against the Morrrows. This Court ordered such supplementary proceedings to be heard at the same time and place that Hackworth now seeks to have its motions for contempt and enforcement of settlement heard. Hackworth's dueling motions directly conflict and cannot be maintained contemporaneously. Supplementary proceedings is an admission by Hackworth that no settlement exists and his attempt to enforce such a settlement should be seen as the farce that it is.

WHEREFORE, the Morrows request the Court hold Hackworth's supplementary proceedings and Motion for Contempt in abeyance until such time as the Court rules on the morrows' pending Motion for Relief from Order to Enforce Settlement.

Respectfully submitted,

Kehl Culbertson Andrighetti & Kornfeld, LLC



J. J. Andrighetti (SC Bar # 72741)

Post Office Box 1904

Greenville, SC 29602

P: 864-370-8222

F: 864-370-8227

E: jj@palmettolawfirm.com

August 22, 2014
Greenville, SC

Carol

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Deutsche Bank National Trust Company, as
Trustee for First Franklin Mortgage Loan
Trust 2006-FF1, Mortgage Pass Through
Certificates, Series 2006-FF1,

Plaintiff,

v.

Dora S. Morrow; Ray Martin; 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,

Defendants.

Edman Hackworth,

Third Party Plaintiff,

v.

John Morrow,

Third Party Defendant.

John Morrow and Dora Morrow,

Third Party Plaintiff,

v.

Edman Hackworth and Debbie Hackworth,

Third Party Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-23-01321

FILED IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
GREENVILLE CO. S.C.
FREDERICK J. BOKENHEIMER
2014 OCT 22 PM 4 07

MOTION TO RECONSIDER OCTOBER 6,
2014 ORDER

Pursuant to Rule 59(e), SCRCP, Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF1, Mortgage Pass Through Certificates, Series 2006-FF1 ("Deutsche Bank"), by and through its undersigned attorneys, hereby files this Motion for Reconsideration of the Court's October 6, 2014 Order ("Order").

The Order provides that "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 [to the settlement agreement]." Order at p. 4.¹ In the Order the Court ruled that Deutsche Bank was a party to the purported settlement agreement, but did not address: (1) whether the purported settlement agreement complied with Rule 43(k), SCRCP and was thus not binding on Deutsche Bank; or (2) even assuming that Deutsche Bank was a party to the purported settlement agreement, whether the agreement expired on its own terms. Finally, the Court ordered Deutsche Bank to comply with the terms of the settlement agreement, and "if a closing has not been scheduled at within that time, this Court will issue an Order for Contempt of Court." Deutsche Bank respectfully requests that this provision be removed because it cannot control the closing process.

ARGUMENT

1. The purported settlement agreement does not comply with Rule 43(k), SCRCP.

Rule 43(k), SCRCP governs the enforceability of settlement agreements. The rule provides:

No agreement between counsel affecting the proceedings in an action shall be binding unless reduced to the form of a consent order or written stipulation signed by counsel and entered in the record, or unless made in open court and noted upon the record, or reduced to writing and signed by the parties and their counsel.

¹ Counsel was unable to locate the November 27, 2013 letter in the materials presented to the Court. In an abundance of caution, counsel has attached the letter as Exhibit 1.

The purported settlement agreement in this action was never placed in a consent order or written stipulation and entered into the record, was never made in open court and noted upon the record, and was never reduced to writing and signed by the parties and their counsel. Therefore, because the requirements of Rule 43(k) have not been satisfied, Deutsche Bank is not bound by the purported settlement agreement.

2. Even assuming that Deutsche Bank was a party to the purported settlement agreement, it expired and is not enforceable.

As set forth above, the Order provided that Deutsche Bank is bound by the November 27, 2013 letter (attached as Exhibit 1). That letter explicitly notes that “[c]losing must take place no later than 1/14/2014 or this approval is void.” Under South Carolina law, “[g]eneral contract principles are applied in the construction of a settlement agreement because . . . a settlement agreement is a contract.” *Pee Dee Stores, Inc. v. Doyle*, 381 S.C. 234, 241-242, 672 S.E.2d 799 (Ct. App. 2009). There is no dispute that the closing did not take place on or before January 14, 2014, and that Deutsche Bank did not cause the failure to close. Therefore, to the extent the November 27, 2013 letter constituted Deutsche Bank’s agreement to the settlement; it expired and is no longer enforceable.

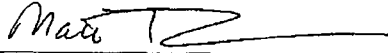
3. Deutsche Bank respectfully requests that the Court remove the contempt provisions set forth in the Order.

The Court ordered Deutsche Bank to comply with the terms of the settlement agreement, and “if a closing has not been scheduled at within that time, this Court will issue an Order for Contempt of Court.” The timing of the closing for a short sale depends entirely on the cooperation of the buyer and seller. Therefore, Deutsche Bank respectfully requests that, should it deny this motion, the Order be revised to remove references to holding Deutsche Bank in Contempt of Court.

Respectfully submitted,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

By:



Matthew E. Tillman, Esq. (SC Bar No. 70338)

Daniel Q. Orvin, Esq. (SC Bar No. 13744)

5 Exchange St.

P.O. Box 999

Charleston, SC 29402-0999

Phone: (843) 722-3400

Fax: (843) 723-7398

Attorneys for Plaintiff

Dated: October 16, 2014

Bank of America Home Loans

17300 W 119th St
Suite 100
Olathe, KS 66061

Important information about your
traditional short sale offer is
enclosed.

DORA MORROW

Notice Date: 11/27/2013
Loan No.: XXXXX9558
2nd Loan No.:

GREENVILLE, SC

Property Address:
6 LADBROKE CT
GREENVILLE, SC 29615



IMPORTANT MESSAGE ABOUT YOUR LOAN

This letter will serve as Bank of America's demand for payment and advises you that Bank of America and/or its investors and/or insurers have agreed to accept a short payoff involving the above-referenced property and the above-referenced account(s). This demand should be used by the closing agent as our formal demand statement. No additional statement will be issued. This approval is exclusive to the offer from the buyer referenced in this letter.

WHAT THIS MEANS TO YOU

The owner of your mortgage note, the mortgage insurer (if your loan is covered by mortgage insurance), and Bank of America waive their right to pursue collection of any deficiency following the completion of your short sale and your debt is considered settled. When the deficiency is forgiven, you are no longer responsible for repayment of that amount, and it will not be sold or transferred later to a third-party for collection.

This short sale transaction will create a deficiency because your total outstanding debt will not be paid in full from the proceeds of the sale. The deficiency will equal the remaining balance due under the mortgage note and mortgage or deed of trust, after subtracting (1) the amount of cash proceeds we receive from the closing of the short sale and (2) any cash contribution that you are required to make at or before the closing.

The estimated amount of your deficiency is \$132,865.58. The estimated amount of this deficiency you will be responsible for is \$0.00. These estimates represent the combined deficiency and remaining obligation for all of the loans referenced above.

1. We will report any debt forgiven to the IRS. Currently, federal law provides for certain exceptions to tax liability when debt is forgiven in connection with a foreclosure prevention transaction. In order to know whether you qualify for one of these exceptions and what other tax impacts this transaction may have for you, we recommend that you contact your tax advisor. Additional information can also be found at www.irs.gov. Closing must take place no later than 1/14/2014 or

This communication is from Bank of America, N.A., the servicer of your home loan.

Bank of America is required by law to inform you that this communication is from a debt collector. However, the purpose of this communication is to let you know about your approval for this program to help you avoid foreclosure. If you are currently in a bankruptcy proceeding, or have previously obtained a discharge of this debt under applicable bankruptcy law, this notice is for information only and is not an attempt to collect the debt, a demand for payment, or an attempt to impose personal liability for that debt. You are not obligated to discuss your home loan with us or enter into a loan modification or other loan-assistance program. You should consult with your bankruptcy attorney or other advisor about your legal rights and options.

EXHIBIT "B"

this approval is void. If an extension is requested and/or approved, then per diem interest will be charged through closing. Should the closing be delayed and the Investor/Insurer agree to an extension of the original closing date, the Borrower(s)/Seller(s) will be responsible for any per diem fees through the new date(s) of closing, extension fees and foreclosure sale postponement fees. The Borrower(s)/Seller(s) will be responsible for any additional costs or fees over the stated approved amounts.

2. The approved buyer(s) is/are Edman Hackworth and the sales price for the property is \$52,000.00.
3. Another buyer cannot be substituted without the prior written approval of Bank of America.
4. Closing costs have been negotiated and agreed upon with the authorized agent as of 11/26/2013.
 - a. Total Closing Costs not to exceed \$2,644.80.
 - b. Maximum commission paid \$2,080.00.
 - c. Maximum allowed to the subordinate lien holder(s) \$0.00.
 - d. Maximum allowed for Homeowners Association (HOA) liens \$0.00 (if applicable).
 - e. Maximum allowed for repairs \$0.00 (if applicable)
 - f. Maximum allowed for termite inspection/repairs \$0.00 (if applicable)

Any additional fees that were not approved on 11/26/2013 will not be covered by Bank of America and become the sole responsibility of the agent, the buyer or the seller to pay at closing.

5. Net proceeds to Bank of America to be no less than

	1st Lien Loan Number
	XXXXX9558
Proceeds from Sale	\$49,355.20
Cash Contribution	\$0.00
Promissory Note	\$0.00

6. The property is being sold in "AS IS" condition. No repairs will be made or be paid out of the proceeds, unless specifically stated otherwise.
7. As stated in No. 5, the Seller is to contribute \$0.00, to assist in the closing of this transaction. This contribution will be in the form of:

- a. PROMISSORY NOTE(s) (signed, notarized and returned at closing):

	1st Lien Loan Number
	XXXXX9558
Promissory Note	\$0.00

If a promissory note(s) is required, it must be signed and uploaded into the Short Sale Processing System before the close of escrow. It is the responsibility of the closing agent to ensure that the executed and notarized promissory note is returned to Bank of America.

If a promissory note(s) has already been signed and agreed to between the seller, investor and the mortgage insurance company, a signed certified copy must be provided to Bank of America at the close of the short sale transaction. It is the responsibility of the closing agent to ensure that Bank of America receives the copy.

***** Sales proceeds will be returned if the note has not been received. This will result in a delay and/or possible cancellation of this short sale transaction. *****

- b. CERTIFIED FUNDS CONTRIBUTION (due at closing):

	1st Lien Loan Number
	XXXXX9558
Cash Contribution	\$0.00

8. The sellers will not receive any proceeds from this short sale transaction. If there are any remaining escrow funds or refunds, they will not be returned to the seller; they will be sent to Bank of America to offset the loss.
9. The enclosed Assignment of Unearned Premium Refund form is to be completed and uploaded along with the final settlement statement to the short sale processing system.

10. There are to be no transfers of property within 30 days of the closing of this transaction.
11. The property must be free and clear of liens and encumbrances other than those recognized and accounted for in the HUD-1 approval, on which this approval is based.
12. Bank of America does not charge the borrower for statement, demand, recording, and reconveyance fees on short payoff transactions. Do not include them in your settlement statement. Bank of America prepares and records its own reconveyances.
13. All funds must be wired. Any other form of payment of funds will be returned. Payoff funds must be received within 48 business hours of the HUD-1 settlement date.
14. If the terms and conditions of the short sale approval are not met, we will cancel the approval of this offer and continue the foreclosure process as permitted by the mortgage documents.
15. We may terminate this agreement at any time and pursue the remaining amount due under the mortgage note and mortgage or deed of trust if we believe there has been:
 - a. Any fraud, misrepresentation, and/or material omission;
 - b. A material change to the terms of the short sale transaction or a different buyer; or
 - c. The transaction does not comply with our requirements, policies, or procedures.

Fraud Prevention: Bank of America is committed to taking the strongest action, including criminal referrals, against parties who, by their acts, victimize the selling homeowner, create an increased risk of loss to the bank, compromise federal foreclosure relief programs, or are acting outside of their applicable licensing requirements of good ethical conduct. Any party is encouraged to report any suspicious activity on this transaction to Bank of America's mortgage fraud hotline at mortgagefraudhotline@bankofamerica.com.

To ensure the privacy and protection of your information, please contact us at (855) 458-3430 to learn how you can securely email confidential information to us.

If the seller is entitled to receive any proceeds based on a claim for damage to the property under any policy of insurance, including homeowner's, lender-placed, casualty, fire, flood, etc., or if seller is entitled to receive other miscellaneous proceeds, as that term is defined in the deed of trust/mortgage (which could include Community Development Block Grant Program (CDBG) funds), these proceeds must be disclosed before we will consider the request for short sale. If we receive a check for insurance or miscellaneous proceeds that were not previously disclosed, Bank of America will have the right to keep the proceeds and apply them to Bank of America's loss after the short sale. We similarly would have the right to claim the proceeds to offset our losses if they were not previously disclosed and they were sent directly to the borrower.

WHAT YOU NEED TO DO

***** IMPORTANT INSTRUCTIONS *****

The closing agent must upload a certified copy of the final estimated settlement statement to the short sale processing system 72 business hours before closing. You cannot close without final approval of the closing costs.

Payoff funds must be wired unless otherwise specified to:

Bank of America
275 Valencia Avenue
Brea, CA 92823
MRC Acct # 12357-47067
ABA 028-009-593

Reference Loan No. XXXX09558 DORA MORROW

To ensure proper identification of the wired funds, please reference the loan number, borrower's name and property address. Unidentified funds will be returned.

A certified copy of the final settlement statement must be emailed at the time of closing.

We will record a lien release once the final transfer of title of the property is completed, if all of the terms and conditions of this Agreement are met. Bank of America appreciates all your efforts and cooperation in this matter. If you feel there is additional information you would like to provide, or if you need additional information, please contact us at (855) 458-3430. Please continue to work closely with your real estate agent to finalize your short sale.

Home Loan Team
Bank of America

DORA MORROW
Borrower Printed Name

Co-Borrower Printed Name

Borrower Signature

Co-Borrower Signature

Date

Date

Mortgages funded and administered by an ☐ Equal Housing Lender.
☐ Protect your personal information before recycling this document.

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,)

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

Plaintiff,)

vs.)

**AFFIDAVIT OF EDWIN
DAVID KING**

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,)

Defendants.)

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMMER
2014 AUG 19 AM 11 15

Edwin David King submits this Affidavit in Support of Defendant/Third-Party Plaintiff
Edman Hackworth's Motion to Enforce Settlement as to Plaintiff Deutsche Bank National Trust
Company and Motion Seeking Contempt against Defendant Dora S. Morrow, and 3rd party
Defendant John Morrow.

I am over the age of 18 years and a resident of Greenville County. I submit this Affidavit

freely and voluntarily.

I am a licensed realtor and work in Greenville County.

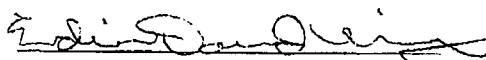
I worked with Defendant Dora Morrow and 3rd Party Defendant John Morrow (collectively "Defendants Morrow") concerning a short sale of property owned by Dora Morrow located at 6 Ladbrooke Court, Greenville, SC.

In September of 2013, I had Dora Morrow sign paperwork received from Bank of America for the short sale (see Exhibit "A" to Motion Seeking Contempt and to Enforce Settlement).

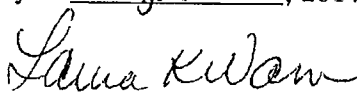
When the written approval for the short sale came in from Bank of America, which was dated November 27, 2014, and another document from Bank of America, dated December 2, 2013, Dora Morrow refused to sign the documents attached to both.

Defendants Morrow also refused to allow access to the house for an appraisal to be conducted so we could schedule the closing on the short sale.

Further Affiant Sayeth Naught.


EDWIN DAVID KING

Sworn to before me this 13th
day of August, 2014.


Notary Public, State of South Carolina
My Commission Expires: 5/2/2023

LAURA K. WARREN
Notary Public, State of South Carolina
My Commission Expires 5/2/2023

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,)

vs.)

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,)

Defendants.)

Edman Hackworth,)

3rd Party Plaintiff,)

vs.)

John Morrow,)

3rd Party Defendant.)

John Morrow and Dora Morrow,)

3rd Party Plaintiffs,)

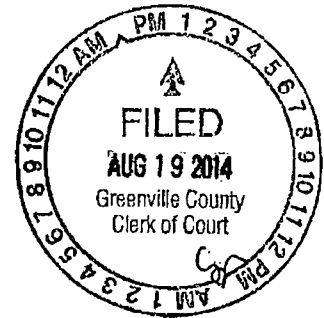
vs.)

Edman Hackworth and Debbie Hackworth,)

3rd Party Defendants.)

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

**AFFIDAVIT OF DEFENDANT/3RD
PARTY PLAINTIFF EDMAN
HACKWORTH IN SUPPORT OF
MOTION SEEKING CONTEMPT and
MOTION ENFORCING SETTLEMENT**



Defendant/Third Party Plaintiff, Edman Hackworth, submits this Affidavit in Support of his Motion to Enforce Settlement as to Plaintiff Deutsche Bank National Trust Company and Motion Seeking Contempt against Defendant Dora S. Morrow, and 3rd party Defendant John Morrow.

I am over the age of 18 years and a resident of Greenville County. I submit this Affidavit

freely and voluntarily in support of my motion to enforce settlement and motion to compel as to Plaintiff, Defendant D. Morrow and 3rd party Defendant J. Morrow, and in support of the Rule to Show Cause for Contempt as to Defendant D. Morrow.

On August 23, 2013, I entered into a Settlement Agreement with Defendant D. Morrow whereby she agreed to a short sale of property she owns located at 6 Ladbroke Court, Greenville, SC in exchange for the sum of \$52,000.00

An integral part of the Settlement Agreement was that we needed the approval of Plaintiff Deutsche Bank for the short sale.

Bank of America, as agent for Plaintiff, sent documentation to Defendant D. Morrow to sign to effectuate the short sale, which she did sign on September 30, 2013 (see Exhibit "A" to Motion Seeking Contempt and to Enforce Settlement).

On or about November 27, 2013, Bank of America, acting as agent for Plaintiff Deutsche Bank, sent an Approval Letter for the short sale, requiring additional documents to be executed by Defendant D. Morrow.

Defendant D. Morrow, through her husband, 3rd party Defendant J. Morrow, refused to sign the additional paperwork unless I paid J. Morrow \$1,000.00.

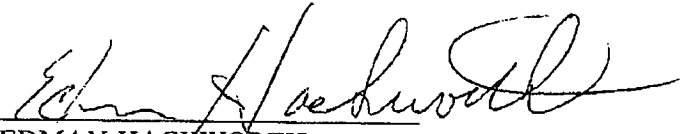
I refused to pay any money to J. Morrow to obtain the signature of his wife on the additional documents to effectuate the short sale, pursuant to our settlement agreement.

As a result of my refusal to pay J. Morrow, both Dora Morrow and John Morrow took out a Trespass Notice dated December 13, 2013 (see Exhibit "B" to Motion Seeking Contempt and to Enforce Settlement) against my entering the property at 6 Ladbroke Court, among other properties.

Due to the Trespass Notice, I no longer had access to the property I was purchasing and

was unable to schedule an appraisal, which, along with D. Morrow's refusal to sign the additional paperwork from Bank of America, prevented me from closing on the property by January 14, 2014, which was the deadline set forth in the Bank of America approval letter.

Further Affiant Sayeth Naught.


EDMAN HACKWORTH

Sworn to before me this 12
day of AUGUST, 2014.


Notary Public, State of South Carolina
My Commission Expires: 1-29-2017

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

vs.)

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,)
Defendants.)

NOTICE OF HEARING

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

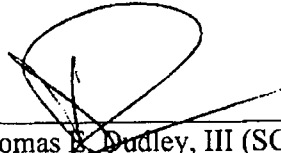
Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2014 APR 31 PM 11 48
S

TO: DEFENDANT DORA MORROW

YOU ARE HEREBY NOTIFIED that a hearing has been scheduled on April 23, 2014 at 10:00 AM, before the Honorable Charles B. Simmons, Jr., at the Greenville County Courthouse, 305 East North Street, Greenville, South Carolina. The hearing shall be on Defendant/Third-Party Plaintiff Edman Hackworth's Motion to enforce Settlement.

Respectfully submitted,



Thomas E. Dudley, III (SC Bar # 66154)
Kenison, Dudley & Crawford, LLC
704 East McBee Avenue
Greenville, SC 29601
(864) 242-4899

*Attorney for Defendant/3rd Party Plaintiff Edman
Hackworth*

March 25, 2014
Greenville, SC

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,)

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

Plaintiff,)

vs.)

CERTIFICATE OF SERVICE

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,)

Defendants.)

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow,)
3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

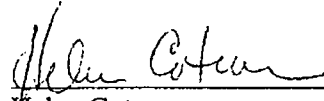
Edman Hackworth and Debbie Hackworth,)
3rd Party Defendants.)

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL R. WICKENSIMER
2014 MAR 31 AM 11 48

This is to certify that I have served a true copy of the foregoing Notice of Hearing on all counsel and pro-se parties to this action on this 27 day of March, 2014, by depositing a copy of same in the United States Mail, postage prepaid, addressed as follows:

Susan S. White
Finkel Law Firm, LLC
PO Box 71727
North Charleston, SC 29415
Attorney for Plaintiff

John & Dora Morrow
c/o Morrow Auto Sales
1275 S Pleasantburg Dr
Greenville, SC 29605
Defendant/3rd Party Defendant Pro-Se

A handwritten signature in cursive script, appearing to read "Helen Cotrone", written over a horizontal line.

Helen Cotrone
Legal Assistant

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Deutsche Bank National Trust Company, as
Trustee for First Franklin Mortgage Loan
Trust 2006-FF1, Mortgage Pass Through
Certificates, Series 2006-FF1,

Plaintiff,

v.

Dora S. Morrow; Ray Martin; 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,

Defendants.

Edman Hackworth,

Third Party Plaintiff,

v.

John Morrow,

Third Party Defendant.

John Morrow and Dora Morrow,

Third Party Plaintiff,

v.

Edman Hackworth and Debbie Hackworth,

Third Party Defendants.

IN THE COURT OF COMMON PLEAS
THIRTEENTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-23-01321

FILED-CLERK OF COURT
GREENVILLE CO. S.C.
PAUL B. WICKENSIMER
2014 JUN 16 PM 9 26

NOTICE OF APPEARANCE

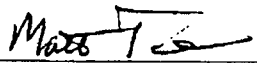
Notice is hereby given that Matthew E. Tillman, Esquire and Daniel Q. Orvin, Esquire
and the law firm of Womble Carlyle Sandridge & Rice, LLP hereby files its Notice of

Appearance in this lawsuit as additional counsel for Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FF1, Mortgage Pass Through Certificates, Series 2006-FF1. Accordingly, copies of any and all documents, papers, correspondence, pleadings, notices, etc., filed and/or served in this action should be served on the undersigned.

Respectfully submitted,

WOMBLE CARLYLE SANDRIDGE & RICE, LLP

By:


Matthew E. Tillman, Esq. (SC Bar No. 70338)
Daniel Q. Orvin, Esq. (SC Bar No. 13744)
5 Exchange St.
P.O. Box 999
Charleston, SC 29402-0999
Phone: (843) 722-3400
Fax: (843) 723-7398

Attorneys for Plaintiff

Dated: June 11, 2014

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

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

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

Plaintiff,)

vs.)

Dora S. Morrow, Ray Martin, et al.)

Defendants.)

Edman Hackworth,)
3rd Party Plaintiff,)

vs.)

John Morrow, 3rd Party Defendant.)

John Morrow and Dora Morrow,)
3rd Party Plaintiffs,)

vs.)

Edman Hackworth and)
Debbie Hackwoth,)
3rd Party Defendants.)

AFFIDAVIT OF SERVICE

FILED IN THE COURT
OF COMMON PLEAS
GREENVILLE, S.C.
PAUL H. JOHNSON, CLERK
2014 APR 2 AM 10 09

PERSONALLY appeared before me the undersigned, who being duly sworn, states that he/she served:

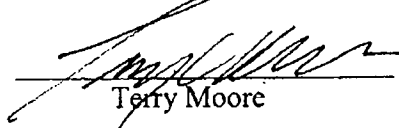
(X) Motion and Order Information Form and Cover Sheet (X) Defendant/Third-Party Plaintiff Edman
Hackworth's Motion to Enforce Settlement (X) Exhibits
(X) Affidavit of Laura ("Laurie") K. Warren (X) Certificate of Service

IN THIS ACTION ON: Dora S. Morrow

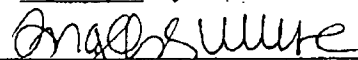
(X) by personal delivery to her

and leaving a copy of the same at: Wal-Mart (place of employment)
1451 Woodruff Road
Greenville, SC 29607

on the 24th day of March, 2014 at 4:12 p.m. and that the deponent is not a party to this action, and
has no interest therein or in connection therewith.


Terry Moore

SWORN to and subscribed before me
this 24th day of March, 2014


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9.15.16

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

IN THE COURT OF COMMON PLEAS

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

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

Plaintiff,)

vs.)

Dora S. Morrow, Ray Martin, et al.)

Defendants.)

Edman Hackworth,)

3rd Party Plaintiff,)

vs.)

John Morrow, 3rd Party Defendant.)

John Morrow and Dora Morrow,)

3rd Party Plaintiffs,)

vs.)

Edman Hackworth and)

Debbie Hackwoth,)

3rd Party Defendants.)

AFFIDAVIT OF SERVICE

FILED
CLERK OF COURT
GREENVILLE CO. S.C.
PAUL WICKENSIMER
2014 APR 8 AM 8 35

PERSONALLY appeared before me the undersigned, who being duly sworn, states that he/she served:

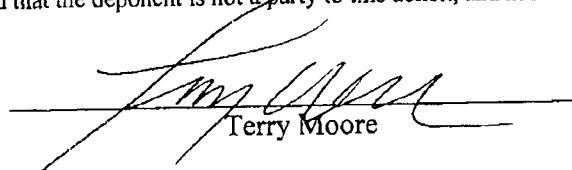
(X) Notice of Hearing

IN THIS ACTION ON: Dora S. Morrow

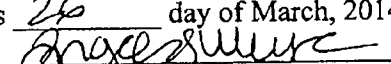
(X) by personal delivery to her

and leaving a copy of the same at: Wal-Mart (place of employment)
1451 Woodruff Road
Greenville, SC 29607

on the 26th day of March, 2014 at 1:30 p.m. and that the deponent is not a party to this action, and has no interest therein or in connection therewith.


Terry Moore

SWORN to and subscribed before me
this 26 day of March, 2014


NOTARY PUBLIC FOR SOUTH CAROLINA
My Commission Expires: 9-15-16



McDonnell & Associates, PA
330 E. Coffee Street
Suite 5021
Greenville, SC 29601
Phone: (864) 219-5580
Fax: (864) 236-4787
jay.duvall@mcdonnelllawfirm.com

April 30, 2014

VIA EMAIL

The Honorable Charles B. Simmons, Jr.
Greenville County Master-in-Equity
305 E. North Street
Greenville, SC 29601

RE: Deutsche Bank v. Morrow, et al.
Hackworth v. Morrow
2010-CP-23-1321

Dear Judge Simmons:

I am writing on behalf of John and Dora Morrow concerning the recent order issued pursuant to a Motion to Enforce Settlement filed by Mr. Hackworth. The motion was heard on April 23, 2014.

The motion was filed in an effort to force the Morrows to comply with a contract for the sale of the property executed on August 23, 2013. While labeled a Contract for the Sale of Real Estate, the contract was actually a contract to complete a short sale on the property. As is required with any short sale, the mortgage servicer at the time, Bank of America, had approved the short sale agreement. The purchase price agreed to was \$52,000.00, and the remaining balance of the Morrows' mortgage would be forgiven.

While I certainly respect the order issued by the Court at the motion hearing, the current facts surrounding the mortgage loan make it impossible for the Morrows to comply with the short sale contract. Specifically, there are two reasons: 1) The loan is no longer serviced by Bank of America, and 2) The short sale contract was not an arms-length transaction.

The loan has been assigned from Bank of America to Select Portfolio Servicing, Inc. The new servicer has worked with the Morrows in an effort to complete a loan modification to bring the loan current. The new servicer has not approved the short sale. Since Bank of America no longer services the loan, their consent to the short sale is now void. Additionally, while Ms. Morrow is happy to comply with the order requiring her to

complete the necessary paperwork for the Bank of America short sale, the documents are no longer valid since the loan has been assigned.

Secondly, even if the Bank of America short sale was still an option, the transaction is required to be an arms-length transaction. The buyer and seller have to be independent of each other, and not be related through family, friends, or business dealings. Because Mr. Hackworth and the Morrows had a landlord/tenant business relationship, the agreement to complete a short sale transaction between them was not an arms-length transaction. It is my understanding it was never disclose to Bank of America that this landlord/tenant relationship existed.

Nevertheless, the main issue is that the execution of the short sale contract has been frustrated by circumstances outside the control of either party. The new servicer is not agreeable to cancel the debt in lieu of a short sale, so the Morrows cannot comply with the court order to complete the transaction.

Because Mrs. Morrow was given ten days to comply with the order I wanted to write to the Court to address the reasons why the short sale at this point is not an option due to the current servicer of the loan, and that even if the Morrows were to comply with the order and sign the necessary forms the transaction has been frustrated and is no longer possible.

If it is necessary for me to file a Motion to Set Aside the Contract for Sale of Real Estate I can do so, but wanted to first put the Court and Mr. Hackman's attorney on notice of the reasons why the Morrows cannot perform under the contract for the short sale with Bank of America.

J.J. Andrighetti

From: Orvin, Daniel <DOrvin@wcsr.com>
Sent: Thursday, May 29, 2014 4:27 PM
To: Simmons, Judge Charles
Cc: Helen Cotrone; J.J. Andrighetti; Andy Shook; Susan White; Kimbrell, Karen; Tom Dudley; Kaufman, Ann
Subject: Hackworth v. Morrow, CA #2010-23-1231
Attachments: Morrow - Marked BANA Letter.pdf

Dear Judge Simmons:

My firm, Womble Carlyle Sandridge & Rice, LLP, has just been retained by Select Portfolio Servicing, Inc. ("SPS") to represent Deutsche Bank National Trust Company, as Trustee for First Franklin Mortgage Loan Trust 2006-FFI Pass-Through Certificates, Series 2006-FFI (the "Lender") in this matter. While I have not yet had the time to complete a full review of this file, I wanted to respond to your e-mail request dated May 20, 2014 whereby you asked Mr. Shook and/or Ms. White to respond by May 30, 2014 concerning the settlement of this case and the Lender's position as to the current enforceability with respect to the short sale contract of 6 Ladbrooke Court, Greenville, SC 29615 (the "Property"). Please find this e-mail responsive to your request.

As you may be aware, Bank of America, N.A. ("BANA") previously served as the servicer for the subject loan to Dora Morrow (the "Loan") and subsequently has transferred its servicing responsibilities for the Loan to SPS. Mr. Dudley attached as Exhibit B to his Motion to Enforce Settlement on behalf of Edman Hackworth a letter from BANA dated November 27, 2013 (the "BANA Approval Letter") that authorized Ms. Morrow to sell the Property pursuant to the terms and conditions in that certain Contract for the Sale of Real Estate dated August __, 2013 by and between Ms. Morrow and Edman Hackworth (the "Hackworth Contract"). Mr. Hackworth was not a party to the BANA Approval Letter. The settlement agreement that Mr. Hackworth seeks to enforce was not entered into by my client cannot be enforced against them. Mr. Hackworth does not have privity of contract of any kind with my client.

Furthermore, in Item 1 of the requirements set forth in the BANA Approval Letter, closing for the contemplated sale between Ms. Morrow and Mr. Hackworth was to occur no later than January 14, 2014, or the approval granted by BANA would be void. We are well past that date. A copy of the BANA Approval Letter is attached with the relevant provision highlighted to show this requirement.

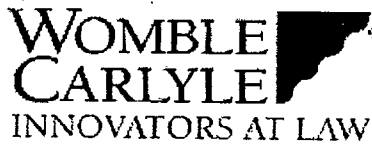
Lastly, even if the BANA Approval Letter had not expired, I am unsure whether Ms. Morrow could enforce the short sale approval as a contractual obligation binding on my client since there was no additional consideration given to my client for the concession.

Nonetheless, my client is willing to consider a short sale with Mr. Hackworth as the purchaser but it will need to review the file based on the current conditions of the Property and the Loan.

Please feel free to contact me to discuss.

Best regards,

Dan



Daniel Q. Orvin
Partner
dorvin@wcsr.com

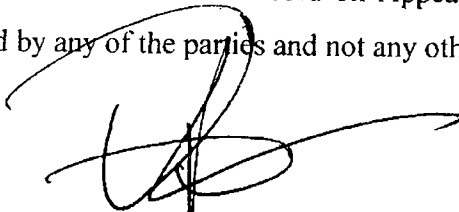
Womble Carlyle Sandridge & Rice, LLP
Charleston Office 5 Exchange Street | Charleston, SC 29401-2530
843 720 4636 Direct | 843 723 7398 Fax
Mailing Post Office Box 999 | Charleston, SC 29402-0999
VCard | **Bio URL** | **Web site**

IRS CIRCULAR 230 NOTICE: To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (or in any attachment) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed in this communication (or in any attachment).

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CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

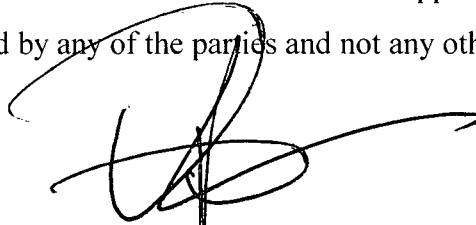


David R. Price, Jr. (S.C. Bar # 75140)
DAVID R. PRICE, JR., P.A.
318 West Stone Avenue (29609)
Post Office Box 2446
Greenville, South Carolina 29602-2446
(864) 271-2636 office
(864) 271-2637 fax
David@GreenvilleLegal.com
Attorney for the Appellants

Greenville, SC
Date: July 6, 2015

CERTIFICATE OF COUNSEL

The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.



David R. Price, Jr. (S.C. Bar # 75140)
DAVID R. PRICE, JR., P.A.
318 West Stone Avenue (29609)
Post Office Box 2446
Greenville, South Carolina 29602-2446
(864) 271-2636 office
(864) 271-2637 fax
David@GreenvilleLegal.com
Attorney for the Appellants

Greenville, SC
Date: July 6, 2015

RECEIVED
JUL 09 2015
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM GREENVILLE COUNTY
Court of Common Pleas

RECEIVED

Charles B. Simmons, Jr., Master-in-Equity Judge JUL 09 2015

SC Court of Appeals

Case No.: 2010-CP-CP-23-1321
Appellate Case No.: 2014-002381

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

v.

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, Defendants.

Edman Hackworth, 3rd Party Plaintiff,

v.

John Morrow 3rd Party Defendant.

John Morrow and Dora Morrow,
Of whom John Morrow and Dora Morrow are
the 3rd Party Plaintiffs,
Appellants,

v.

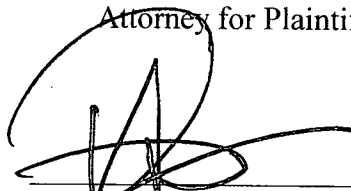
Edman Hackworth and Debbie Hackworth,
Of whom Edman Hackworth is a 3rd Party Defendants,
Respondent.

PROOF OF SERVICE

I certify that I have served RECORD ON APPEAL and CERTIFICATE OF COUNSEL to the Respondents, on the counsels addressed below, by depositing a copy of it in the United States Mail with postage prepaid on July 7, 2015.

Thomas Elihue Dudley, III, Esq.
Kenison, Dudley & Crawford, LLC
704 E. Mcbee Ave.
Greenville, SC 29601
(864) 242-4899 - Office
(864) 242-4844 - Fax
Attorney for Defendant/3rd Party
Plaintiff
Edman Hackworth

Matthew Tillman, Esq.
Daniel Q. Orvin, Esq.
Womble Carlyle Sandridge & Rice,
LLP
5 Exchange Street
Charleston, SC 29401
(843) 722-3400 – Office
(843) 723-7398 – Fax
Attorney for Plaintiff



David R. Price, Jr. (S.C. Bar # 75140)
DAVID R. PRICE, JR., P.A.
318 West Stone Avenue (29609)
Post Office Box 2446
Greenville, South Carolina 29602-2446
(864) 271-2636 office
(864) 271-2637 fax
David@GreenvilleLegal.com
Attorney for the Appellants

Greenville, SC
Date: July 7, 2015