

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Hon. Joseph M. Strickland, Master-In-Equity

Appellate Case No. 2016-002546

RECEIVED

JUL 12 2017

SC Court of Appeals

Deutsche Bank National Trust Company as Trustee for Indymac INDX Mortgage Loan Trust
2006-AR29, Mortgage Pass-Through Certificates Series 2006-AR29, Plaintiff

v.

Derrick Wilson a/k/a Derrick P. Wilson; Branch Banking and Trust Company of South Carolina;
Rolling Creek Community Association of Irmo, Defendants

Regime Solutions, LLC, Third Party Bidder

of which

Regime Solutions, LLC.....Appellant

Deutsche Bank National Trust Company, et. al.....Respondent

RECORD ON APPEAL

Eric C. Hale, S.C. Bar # 71768
Elias Fain, S.C. Bar #101193
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Attorneys for Appellant

Genevieve S. Johnson, S.C. Bar #78480
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(803)-454-3540 (Tel)
Attorney for Respondent

THE STATE OF SOUTH CAROLINA
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APPEAL FROM RICHLAND COUNTY
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Hon. Joseph M. Strickland, Master-In-Equity

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Attorney for Respondent

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STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Deutsche Bank National Trust Company as Trustee for
Indymac INDX Mortgage Loan Trust 2006-AR29,
Mortgage Pass-Through Certificates Series 2006-AR29,
Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; Branch Banking
and Trust Company of South Carolina; Rolling Creek
Community Association of Irmo,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2015-CP-40-04940

ORDER OF REFERENCE
(Action for Foreclosure)

FILED
JAN 23 PM 2:31
COURT OF COMMON PLEAS
C.C.P. & G.S.

Upon motion of the undersigned attorney for Plaintiff, it appearing that this case is a foreclosure action, and it further appearing, pursuant to Rule 53(b) South Carolina Rules of Civil Procedure, that this is a proper matter to refer to The Honorable Joseph M. Strickland as Master In Equity for Richland County.

Now therefore, IT IS ORDERED that the above entitled cause be, and the same is hereby, referred to The Honorable Joseph M. Strickland as Master In Equity for Richland County for a final foreclosure hearing to be held, wherein the Master In Equity will make appropriate findings of fact and conclusions of law with authority to dispose of any and all issues and enter a final judgment in the cause, without further order of court, to order a judicial sale on any day, not just a regular judicial sales day and to hear any issues and make any orders after sale or judgment, including but not limited to, issues involving surplus funds pursuant to Rule 71(c) SCRPC, Petitions or Motions relating to Writ of Assistance or any other actions as to possession, and/or removal of property, and issues pursuant to appraisal proceedings under S.C. Code Ann. Section 29-3-680, et seq. (1976 SC Code of Laws, as amended).

Any appeal from the final judgment in this cause shall be to the South Carolina Court of Appeals.

Janette M. Hildebrand
Clerk of Court

Richland South Carolina
Date: 1-22-16

WE SO MOVE:

Kristen E. Washburn
Kristen E. Washburn SC Bar 101415

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540 Fax 803-454-3541
Attorneys for Plaintiff



STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
Deutsche Bank National Trust Company as Trustee
for Indymac INDX Mortgage Loan Trust 2006-
AR29, Mortgage Pass-Through Certificates Series
2006-AR29,

IN THE COURT OF COMMON PLEAS
C/A NO.: 2015-CP-40-04940

**MOTION AND ORDER INFORMATION FORM
AND COVER SHEET**

Plaintiff,
vs.
Derrick Wilson a/k/a Derrick P. Wilson, *et al.*,
Defendant(s).

Plaintiff(s) Attorney:
Kristen E. Washburn SC Bar 101415

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
phone: 844-856-6646
fax: 336-455-7305
e-mail: ConsumerContact@brockandscott.com

Defendant(s) Attorney:

SEARCHED
SERIALIZED
INDEXED
FILED
JAN 14 2016
CLERK OF COURT
COURT OF COMMON PLEAS
COLUMBIA, SOUTH CAROLINA

- () MOTION HEARING REQUESTED (attach written motion and complete Sections I and III)
(X) 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 Type

- () Written motion attached
(X) Form Motion/Order

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

Kristen Washburn
Signature of Attorney for Plaintiff / Defendant

01/14/2016
Date Submitted

SECTION III: Motion Fee

- (X) Paid - Amount: \$25.00
() Exempt: Motion for Stay in Bankruptcy
 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 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: JM
 Motion fee Collected: _____
 Contested - Amount Due: _____

DATE FILED 1-21-16

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2015-CP-40-04940

Deutsche Bank National Trust Company as Trustee for
Indymac INDX Mortgage Loan Trust 2006-AR29,
Mortgage Pass-Through Certificates Series 2006-AR29

Derrick Wilson a/k/a Derrick P. Wilson; Branch Banking
and Trust Company of South Carolina; Rolling Creek
Community Association of Irmo

PLAINTIFF(S)

DEFENDANT(S)

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

Attorney for : Plaintiff Defendant
or
 Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

2016 APR 19 PM 4:28
JANETTE M. NORRIS
C.C.P. & G.S.
RICHLAND COUNTY
FILED

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)
		N/A

If applicable, describe the property, including tax map information and address, referenced in the order:
All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Lot 16 on a plat of Rolling Creek, Phase IV, as shown on a bonded plat prepared for Dutch Fork Development Group dated August 15, 2002 and last revised on September 25, 2002, and recorded in the Office of the Register of Deeds for Richland County, South Carolina in Book 710 at Page 1303. The same being more particularly shown on a plat prepared for Derrick Wilson and Kristina K. Thompson by Belter & Associates, Inc. dated September 29, 2005, and recorded in said records. Reference is hereby made to said latter plat for a more complete and accurate description hereof, be all measurements a little more or less.

This conveyance being made subject to all restrictions, covenants and easements of record including, but not limited to, that certain Declaration of Covenants, Conditions, and Restrictions recorded in Book 1248 at Page 963, as amended in Book 1280 at Page 1 and in Book 475 at Page 2631 in the Office of the Register of Deeds for Richland County, South Carolina.

This being the same property conveyed to Derrick Wilson and Kristina K. Thompson by Deed of David W. Blackmon d/b/a Blackmon Construction of Columbia dated September 30, 2005 and recorded October 7, 2005 in Book 1107 at Page 1177 in the records for Richland County, South Carolina.

Also

This being the same property conveyed to Derrick Wilson by Deed of Kristina K. Thompson dated August 25, 2006 and recorded September 8, 2006 in Book 1227 at Page 749 in the records for Richland County, South Carolina.

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


Circuit Court Judge

Master

2097
Judge Code

April 12, 2016
Date

For Clerk of Court Office Use Only

This judgment was entered on the 19 day of Apr, 2016 and a copy mailed first class or placed in the appropriate attorney's box on this day of , 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Derrick Wilson a/k/a Derrick P. Wilson; Branch Banking and Trust Company of South Carolina; Rolling Creek Community Association of Irmo

ATTORNEY(S) FOR THE DEFENDANT(S)



CLERK OF COURT

ATTORNEY(S) FOR THE PLAINTIFF(S)

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 RICHLAND

IN THE COURT OF COMMON PLEAS
CASE NO.: 2015-CP-40-04940

Deutsche Bank National Trust Company as
Trustee for Indymac INDX Mortgage Loan
Trust 2006-AR29, Mortgage Pass-Through
Certificates Series 2006-AR29,

**MASTER IN EQUITY'S ORDER AND JUDGMENT OF
FORECLOSURE AND SALE**

DEFICIENCY WAIVED

Plaintiff,

v.

Derrick Wilson a/k/a Derrick P. Wilson;
Branch Banking and Trust Company of South
Carolina; Rolling Creek Community
Association of Irmo,

Defendant(s)

FILED
2016 APR 19 PM 4:28
JEANNETTE H. ROBRIDGE
C.C.P. & C.S.

Pursuant to Rule 53 of the South Carolina Rules of Civil Procedure (hereinafter "SCRCP"), the above-entitled matter was referred to the undersigned Master In Equity to make appropriate findings of fact and conclusions of law, with authority to enter a final Judgment in the cause. Any appeal from the decision of the Master In Equity shall be directly to the South Carolina Court of Appeals or Supreme Court.

Pursuant to the said reference, a hearing was held, a record was made, which is reported herewith, and from the testimony and evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on August 17, 2015.
2. The Summons and Complaint were filed on August 17, 2015.
3. Service was made upon the Defendants named in this Report as is shown by the proofs of service filed herein.
4. The Defendants are in default as shown by Affidavit filed herein.
5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

5



6. The Defendants were notified of the time, date and place of hearing in this matter.
7. For value received, Derrick Wilson made, executed and delivered a note, dated September 1, 2006, promising thereby to pay to the order of Indymac Bank, F.S.B. the sum of \$412,000.00 with interest at the rate of 6.375% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.
8. To better secure the payment of the Note described above, the said Derrick Wilson made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for Indymac Bank, F.S.B., in writing, dated September 1, 2006, covering real property in Richland County, which is the same as that described in the Complaint. The Mortgage was recorded on September 8, 2006, and is of record in the Richland County Registry in Book 1227 at page 752.
9. This mortgage constitutes a valid first lien on the subject property.
10. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Loan Trust 2006-AR29, Mortgage Pass-Through Certificates, Series 2006-AR29 under the Pooling and Servicing Agreement dated September 1, 2006 by assignment recorded on January 28, 2013 in Book 1830 at Page 3185.
11. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.
12. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.
13. The titleholders of record of the Property as of the filing of the Lis Pendens in this action were Derrick Wilson.

14. Payment due on the Note has not been made as provided for therein, and the Plaintiff, as the holder thereof, has elected to accelerate payment of the entire indebtedness and has placed the Note and Mortgage in the hands of its attorney of record herein for collection.

15. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$1,360.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed and anticipated to be performed until final adjudication of the within action, under the terms of the note and mortgage. Services anticipated to be performed until final adjudication contemplates completion of this matter within a reasonable time and does not include exceptional, unanticipated circumstances delaying conclusion beyond the normal time. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	03/15/16		\$407,813.18
Deferred Principal:			\$ 22,967.59
Accrued interest from:	08/01/12	to: 03/01/16	\$ 29,226.67
Accruing at:	2% per annum		
Advancements to Escrow			\$ 30,117.52
Corporate Advances			\$ 3,467.80
Late charges:			\$ 871.64
Costs of collection prior to hearing:			\$ 620.48
Attorney's fees:			\$ 1,360.00

Total Debt secured by Note and Mortgage, including interest to date is \$496,444.88. Interest for the period from the date shown above through the date of this judgment, at above stated rate, to be added to the above stated "Total Debt" to comprise the amount of the Judgment debt entered herein, and interest after the date of Judgment at the rate of 2% per annum, the Note's current rate, pursuant to the terms of the Note and Mortgage on the judgment debt should be added to such judgment debt to

File reference: 15-13695

comprise the amount of the Plaintiff's debt secured by the Mortgage through the date to which such interest is computed.

16. The Plaintiff is seeking foreclosure of its mortgage and has, in the Complaint or subsequently thereto in writing, expressly Waived the right to a personal or deficiency Judgment pursuant to Rule 71(b), SCRPC.

17. The Defendant(s), below listed, claim or may claim liens upon or interests in the subject property; and in the event there is a surplus from the sale of the subject property, the validity, priority and amount of any such lien claims will be determined at a hearing subsequent to the sale, in accordance with Rule 71(c), SCRPC. The said Defendants and such claims or liens are as follows:

The Defendant, Branch Banking and Trust Company of South Carolina, has or may claim to have some interest in the Property by virtue of a mortgage given by Derrick P. Wilson, in the original principal amount of \$96,000.00, which mortgage was recorded/filed or assigned to Defendant in the Richland County Records on 09/08/2006 in Book 1227 at Page 777. Said lien is junior and subordinate to Plaintiff's mortgage and is hereby ordered removed from the title to the Property.

The Defendant, Rolling Creek Community Association of Irmo, has or may claim to have some interest in the Property by virtue of the following:

- (i) Notice of Lien in the amount of \$1,215.60 filed May 7, 2014 in the Office of the Register of Deeds for Richland County in Book 1944 at Page 1094; and
- (ii) Any unrecorded homeowners' liens or assessments due or that may become due in the future.

Any interest that this Defendant presently has or may acquire in the future is or would be junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property.

The Defendant, Rolling Creek Community Association of Irmo, has or may claim to have some interest in the Property by virtue of a judgment lien against Derrick Wilson, which lien was filed in the Richland County Records on 06/09/2015 in Civil Action No.: 2014-CP-40-05831. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby ordered removed from the title to the Property.

CONCLUSIONS OF LAW: I, therefore, conclude as follows:

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$496,444.88, representing the Total Debt due to the Plaintiff as outlined above, together with interest thereon at the rate provided in the Note to the date hereof.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest hereafter at the rate of 2% per annum, the current interest rate of the Note.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's attorney, the amount of the Plaintiff's debt as aforesaid, together with the costs and disbursements of this action.
2. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Richland County Courthouse, City of Columbia, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:
 - A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within twenty (20) days the same to be forfeited and applied to the costs and then to the Plaintiff's debt.
 - B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 2% per annum, which is the Note's current interest rate.
 - C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.
 - D. Purchaser to pay for the deed and the cost of recording the deed.

3. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.
4. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
5. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his assignee, fail to comply with the terms thereof within twenty (20) days after the date of sale, then the undersigned Master In Equity may re-advertise the Property for sale on the next, or some other subsequent, sales day, at the risk of the highest bidder, and so on from time to time thereafter until a full compliance shall be secured.
6. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
7. That the undersigned Master In Equity shall apply the proceeds of the sale as follows:
 - FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and
 - NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and
 - NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRCP.

8. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
9. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Richland County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
10. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Richland County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises without delay, and to keep said successful bidder or his assigns in such peaceable possession.
11. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.
12. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL, OR LOT OF LAND, TOGETHER WITH THE IMPROVEMENTS THEREON, SITUATE, LYING AND BEING IN THE COUNTY OF RICHLAND, STATE OF SOUTH CAROLINA, AND BEING SHOWN AND DESIGNATED AS LOT 16 ON A PLAT OF ROLLING CREEK, PHASE IV, AS SHOWN ON A BONDED PLAT PREPARED FOR DUTCH FORK DEVELOPMENT GROUP DATED AUGUST 15, 2002 AND LAST REVISED ON SEPTEMBER 25, 2002, AND

File reference: 15-13695

RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA IN BOOK 710 AT PAGE 1303. THE SAME BEING MORE PARTICULARLY SHOWN ON A PLAT PREPARED FOR DERRICK WILSON AND KRISTINA K. THOMPSON BY BELTER & ASSOCIATES, INC. DATED SEPTEMBER 29, 2005, AND RECORDED IN SAID RECORDS. REFERENCE IS HEREBY MADE TO SAID LATTER PLAT FOR A MORE COMPLETE AND ACCURATE DESCRIPTION HEREOF, BE ALL MEASUREMENTS A LITTLE MORE OR LESS.

THIS CONVEYANCE BEING MADE SUBJECT TO ALL RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD INCLUDING, BUT NOT LIMITED TO, THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED IN BOOK 1248 AT PAGE 963, AS AMENDED IN BOOK 1280 AT PAGE 1 AND IN BOOK 475 AT PAGE 2631 IN THE OFFICE OF THE REGISTER OF DEEDS FOR RICHLAND COUNTY, SOUTH CAROLINA.

THIS BEING THE SAME PROPERTY CONVEYED TO DERRICK WILSON AND KRISTINA K. THOMPSON BY DEED OF DAVID W. BLACKMON D/B/A BLACKMON CONSTRUCTION OF COLUMBIA DATED SEPTEMBER 30, 2005 AND RECORDED OCTOBER 7, 2005 IN BOOK 1107 AT PAGE 1177 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA.

ALSO

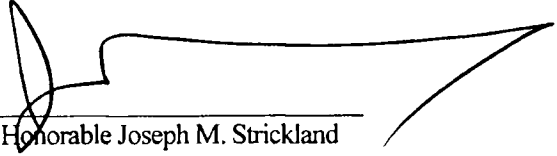
THIS BEING THE SAME PROPERTY CONVEYED TO DERRICK WILSON BY DEED OF KRISTINA K. THOMPSON DATED AUGUST 25, 2006 AND RECORDED SEPTEMBER 8, 2006 IN BOOK 1227 AT PAGE 749 IN THE RECORDS FOR RICHLAND COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 202 Dutch Fork Creek Trail, Irmo, SC 29063

TMS: 02611-04-21

AND IT IS SO ORDERED.

Date: April 12, 2006
Columbia, South Carolina


The Honorable Joseph M. Strickland
Master In Equity for Richland County

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF RICHLAND

CASE NO. 2015-CP-40-04940

Deutsche Bank National Trust Company as
Trustee for Indymac INDX Mortgage Loan
Trust 2006-AR29, Mortgage Pass-Through
Certificates Series 2006-AR29,

**ORDER PURSUANT TO
RULE TO SHOW CAUSE**

2016 NOV 14 AM 9:12
RICHLAND COUNTY
FILED
DERRICK WILSON
D.C.P. & G.S.

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; et
al.,

Defendant(s).

FINDINGS OF FACT

This matter comes before the Court upon a Motion for Rule to Show Cause of Plaintiff.

Counsel for Brock & Scott, PLLC, was present at the October 14, 2016, hearing.

Plaintiff commenced this foreclosure action against the Defendant(s) for the purpose of foreclosing on a refinance, first-lien mortgage, dated September 1, 2006, recorded September 8, 2006, in Book 1227 at Page 752, in the Office of the Richland County Register of Deeds/RMC (hereinafter "ROD"), encumbering the property described below:

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Lot 16 on a plat of Rolling Creek, Phase IV, as shown on a bonded plat prepared for Dutch Fork Development Group, dated August 15, 2002, last revised on September 25, 2002, and recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Book 710 at Page 1303. The same being more particularly shown on a plat prepared for Derrick Wilson and Kristina K. Thompson by Belter & Associates, Inc., dated September 29, 2005, and recorded in said records. Reference is hereby made to said latter plat for a more complete and accurate description hereof, be all measurements a little more or less.

This conveyance being made subject to all restrictions, covenants and easements of



record including, but not limited to, that certain Declaration of Covenants, Conditions, and Restrictions recorded in Book 1248 at Page 963, as amended in Book 1280 at Page 1 and in Book 475 at Page 2631, in the Office of the Register of Deeds for Richland County, South Carolina.

This being the same property conveyed to Derrick Wilson and Kristina K. Thompson by Deed of David W. Blackmon d/b/a Blackmon Construction of Columbia, dated September 30, 2005, and recorded October 7, 2005, in Book 1107 at Page 1177. Thereafter, Kristina K. Thompson conveyed full interest in the property to Derrick Wilson by Deed dated August 25, 2006, and recorded September 8, 2006, in Book 1227 at Page 749. Subsequently, this being the same property conveyed to Regime Solutions by Deed of Joseph M. Strickland, as Master in Equity for Richland County, dated July 27, 2015, and recorded August 3, 2015, in Book 2047 at Page 721, in the Office of the ROD for Richland County, South Carolina.

Property Address: 202 Dutch Fork Creek Trail, Irmo, SC 29063

TMSNo.: 02611-04-21

A Judgment of Foreclosure and Sale ("Judgment") was filed on April 19, 2016. In said Judgment the Master in Equity retained jurisdiction over matters arising out of the foreclosure.

The proceedings in regard to the foreclosure action are preserved in the Richland County ROD and the Office of the Clerk of Court.

Subsequent to the entry of Judgment, Plaintiff discovered a deed to Regime Solutions, recorded August 3, 2015, in Book 2047 at Page 721.

Regime Solutions, LLC's interest in the property is junior and subordinate to Plaintiff's refinance, first-lien mortgage.

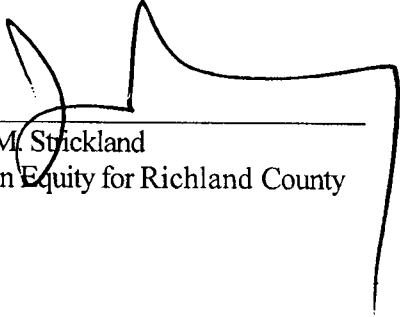
Plaintiff filed a Motion for Rule to Show Cause requesting that the Court issue its Rule to Show Cause, requiring Regime Solutions to show cause, if any exists, as to why an order should not be entered by this Court, joining it as a Defendant as though it had been joined from the commencement of this foreclosure action, binding it to the Judgment.

1. Regime Solutions is hereby joined as a Defendant to this action and bound by the Judgment as though it had been joined as a Defendant from the commencement of this foreclosure action;

2. To the extent that the deed set forth above conveyed ownership to Regime Solutions, said ownership interest is junior and subordinate to the Plaintiff's mortgage.

3. The Clerk of Court is ordered to annotate the judgment roll so as to reflect that Regime Solutions is bound by the aforescribed Judgment of Foreclosure and Sale.

AND IT IS SO ORDERED.



Joseph M. Strickland
Master in Equity for Richland County

Date: November 9, 2016
Richland County, SC

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company as Trustee for Indymac INDX Mortgage Loan Trust 2006-AR29, Mortgage Pass-Through Certificates Series 2006-AR29, Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson, et al., Defendant(s).

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2015CP4004940

Submitted By:

Brian L. Campbell, SC 074521
Suzanne E. Brown, SC 076440
Jason L. Branham, SC 072902
Chad W. Burgess, SC 072520
Sarah O. Leonard, SC 080165
Jadda F. Wylie, SC 100246

Brook D. Dangerfield, SC 077912
Caroline R. Glenn, SC 077157
Patrick A. McCabe, SC 081264
William P. Stork, SC 100242
Alan M. Stewart, SC 15576

Address:

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Attorneys for Plaintiff

Telephone #: 844-856-6646

Fax #: 888-207-9353

Email: HomeownerAssist@BrockandScott.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 #, 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)
Real Property: 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)
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)
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), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
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 (570)

Submitting Party Signature:

Date: August 14, 2015

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.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE 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. Cases are exempt from 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 has 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 RICHLAND

Deutsche Bank National Trust Company as
Trustee for Indymac INDX Mortgage Loan Trust
2006-AR29, Mortgage Pass-Through Certificates
Series 2006-AR29,

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; Branch
Banking and Trust Company of South Carolina;
Rolling Creek Community Association of Irmo,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: _____

SUMMONS AND NOTICES

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

FILED
2015 AUG 17 AM 8:43
CLERK OF COURT
JENNIFER T. ...

TO THE DEFENDANT(S) ABOVE NAMED:

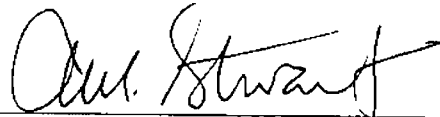
YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, a copy of which is hereby served upon you, and to serve a copy of your Answer on the subscribers at their offices at 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days after the service hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

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

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

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an Order of Reference or the Court may issue a general Order of Reference of this action to a Master-in-Equity/Special Referee, pursuant to Rule 53 of the *South Carolina Rules of Civil Procedure*.

YOU WILL ALSO TAKE NOTICE that under the provisions of S.C. Code Ann. § 29-3-100, effective June 16, 1993, any collateral assignment of rents contained in the referenced Mortgage is perfected and Attorney for Plaintiff hereby gives notice that all rents shall be payable directly to it by delivery to its undersigned attorneys from the date of default. In the alternative, Plaintiff will move before a judge of this Circuit on the 10th day after service hereof, or as soon thereafter as counsel may be heard, for an Order enforcing the assignment of rents, if any, and compelling payment of all rents covered by such assignment directly to the Plaintiff, which motion is to be based upon the original Note and Mortgage herein and the Complaint attached hereto.



Alan M. Stewart, SCB# 15576

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 844-856-6646 Fax 866-676-7658
Attorneys for Plaintiff

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company as Trustee
for Indymac INDX Mortgage Loan Trust 2006-
AR29, Mortgage Pass-Through Certificates Series
2006-AR29,

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; Branch
Banking and Trust Company of South Carolina;
Rolling Creek Community Association of Irmo,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: _____

COMPLAINT

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

(Deficiency Judgment Waived)

FILED
2015 AUG 17 AM 8:43
CLERK OF COURT
COURT HOUSE
COLUMBIA, SC

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

1. Plaintiff, Deutsche Bank National Trust Company as Trustee for Indymac INDX Mortgage Loan Trust 2006-AR29, Mortgage Pass-Through Certificates Series 2006-AR29, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s), Derrick Wilson a/k/a Derrick P. Wilson, Branch Banking and Trust Company of South Carolina, and Rolling Creek Community Association of Irmo, may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction over said Defendants.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Richland, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, Derrick Wilson (hereinafter, "Borrower(s)") made, executed, and delivered to Indymac Bank, F.S.B. (hereinafter, "Lender") a certain Adjustable Rate Note dated September 1, 2006, in writing (hereinafter, "Note"), wherein and whereby Derrick Wilson promised to pay to Indymac Bank, F.S.B., the principal sum of \$412,000.00, together with interest at the rate of 6.375% per annum on the

unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

5. In order to secure the payment of said Note, the said Derrick Wilson (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for Indymac Bank, F.S.B., its successors and assigns, a certain mortgage dated September 1, 2006 (hereinafter, "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Property"):

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Lot 16 on a plat of Rolling Creek, Phase IV, as shown on a bonded plat prepared for Dutch Fork Development Group dated August 15, 2002 and last revised on September 25, 2002, and recorded in the Office of the Register of Deeds for Richland County, South Carolina in Book 710 at Page 1303. The same being more particularly shown on a plat prepared for Derrick Wilson and Kristina K. Thompson by Belter & Associates, Inc. dated September 29, 2005, and recorded in said records. Reference is hereby made to said latter plat for a more complete and accurate description hereof, be all measurements a little more or less.

This conveyance being made subject to all restrictions, covenants and easements of record including, but not limited to, that certain Declaration of Covenants, Conditions, and Restrictions recorded in Book 1248 at Page 963, as amended in Book 1280 at Page 1 and in Book 475 at Page 2631 in the Office of the Register of Deeds for Richland County, South Carolina.

This being the same property conveyed to Derrick Wilson and Kristina K. Thompson by Deed of David W. Blackmon d/b/a Blackmon Construction of Columbia dated September 30, 2005 and recorded October 7, 2005 in Book 1107 at Page 1177 in the records for Richland County, South Carolina.

Also

This being the same property conveyed to Derrick Wilson by Deed of Kristina K. Thompson dated August 25, 2006 and recorded September 8, 2006 in Book 1227 at Page 749 in the records for Richland County, South Carolina.

Parcel Number: 02611-04-21

Property Address: 202 Dutch Fork Creek Trail, Irmo, SC 29063

6. Said Mortgage was recorded on September 8, 2006 in Book 1227 at Page 752, in the Richland

County Registry.

7. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee of the IndMac INDX Mortgage Loan Trust 2006-AR29, Mortgage Pass-Through Certificates, Series 2006-AR29 under the Pooling and Servicing Agreement dated September 1, 2006 by assignment recorded on January 28, 2013 in Book 1830 at Page 3185.

8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid first lien on the Property.

9. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.

10. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.

11. The Plaintiff herein is entitled to enforce said Note and has the right to foreclose by virtue of the Plaintiff's status as holder of the instrument, a nonholder in possession of the instrument who has the rights of a holder, or person not in possession of the instrument who is entitled to enforce the instrument pursuant to S.C. Code Ann. §§ 36-3-309 or 36-3-418(d) (2008).

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

13. In and by the terms of the said Note it is further provided that the maker thereof shall pay all collection costs including reasonable attorneys' fees if the said Note be placed in the hands of an attorney

for collection after default.

14. Plaintiff waives its right to a deficiency judgment as to any defendant for amounts due on the herein described Note and Mortgage.

15. The installments of principal and interest falling due from and after September 1, 2012 have not been paid although demand for the payment thereof has been made. The Plaintiff, as holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$407,813.18, together with interest at the rate of 2% per annum, the current/modified rate of interest, from the date of the last payment, together with non-interest-bearing deferred principal in the amount of \$22,967.59, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

16. Upon information and belief, said information having been obtained from the records of Richland County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

A. The Defendant, Branch Banking and Trust Company of South Carolina, has or may claim to have some interest in the Property by virtue of a mortgage given by Derrick P. Wilson, in the original principal amount of \$96,000.00, which mortgage was recorded/filed or assigned to Defendant in the Richland County Records on 09/08/2006 in Book 1227 at Page 777. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

B. The Defendant, Rolling Creek Community Association of Irmo, has or may claim to have some interest in the Property by virtue of the following:

- (i) Notice of Lien in the amount of \$1,215.60 filed May 7, 2014 in the Office of the Register of Deeds for Richland County in Book 1944 at Page 1094; and
- (ii) Any unrecorded homeowners' liens or assessments due or that may become due in the future.

Any interest that this Defendant presently has or may acquire in the future is or would be junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale.

C. The Defendant, Rolling Creek Community Association of Irmo, has or may claim to have some interest in the Property by virtue of a judgment lien against Derrick Wilson, which lien was filed in the Richland County Records on 06/09/2015 in Civil Action No.: 2014-CP-40-05831. Said lien is junior and subordinate to Plaintiff's Mortgage and should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

WHEREFORE, Plaintiff prays judgment that:

- A. The amount due upon the said Note and Mortgage held by the Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and costs of this action.
- B. Appoint a Receiver to collect the rents, issue, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court.
- C. Plaintiff's Mortgage be declared a valid first lien and that Plaintiff have judgment of foreclosure for the amount so found to be due and owing thereon, together with any taxes or insurance premiums which may be due or which may be or have been paid by Plaintiff, together with attorney's fees and for the costs of this action.
- D. The Property be sold according to law and the practice 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 said sale;
 - Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and
 - Third, the surplus, if any, be distributed according to law.
- E. For such other and further relief as may be just and proper.

FURTHER, in the event the successful bidder (at the time of this foreclosure sale) is other than the Defendant(s) in possession herein, the Sheriff of Richland County will be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located therein, and put the successful bidder or his assigns in full, quiet and peaceable possession of said Property without delay, and to keep the successful bidder or his assigns in such peaceable possession.



Alan M. Stewart, SCB# 15576
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 844-856-6646 Fax 866-676-7658
Attorneys for Plaintiff



COLUMBIA OFFICE

WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 803-454-3540
FAX 803-454-3541

ATLANTA, GA
CHARLOTTE, NC
RALEIGH, NC
WILMINGTON, NC
WINSTON-SALEM,
NC
COLUMBIA, SC
FRANKLIN, TN

THOMAS E. BROCK *
GREGORY A. SCOTT *
JAMES P. BONNER *
MARK A. PEARSON **
BRIAN L. CAMPBELL**

SEAN M. CORCORAN *

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

August 12, 2015

Derrick Wilson a/k/a Derrick P. Wilson
202 Dutch Fork Creek Trail
Irmo, SC 29063

Dear Derrick Wilson a/k/a Derrick P. Wilson:

This notice pertains to your dealings with this law firm as a debt collector.

On July 15, 2015, this office mailed you a notice of your rights, namely to dispute the validity of the debt, to dispute in writing all or a portion of the debt, or to write to us asking for the name and address of the original creditor if different from the current creditor, are not affected by the lawsuit we have filed against you.

The notice described above does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Summons and Complaint that are being served upon you together with this letter. The Summons is a command from the court, not from this law firm, and you must follow its instructions even if you dispute the validity or amount of the debt or request the name and address of the original creditor. The notice described above also does not affect this law firm's relations with the court. As a law firm, we may file papers in the suit according to the court's rules and the judge's instructions.

Sincerely,

Brock & Scott, PLLC

*** THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU HAVE BEEN DISCHARGED IN A CHAPTER SEVEN BANKRUPTCY, WE ARE NOT SEEKING PERSONAL LIABILITY AGAINST YOU, BUT ARE PURSUING THE RIGHTS AGAINST THE PROPERTY AS PROVIDED IN THE SECURITY AGREEMENTS***



**BROCK &
& SCOTT**
PLLC

COLUMBIA OFFICE

WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 803-454-3540
FAX 803-454-3541

THOMAS E. BROCK *
GREGORY A. SCOTT *
JAMES P. BONNER *
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BRIAN L. CAMPBELL **

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ATLANTA, GA
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RALEIGH, NC
WILMINGTON, NC
WINSTON-SALEM,
NC
COLUMBIA, SC
FRANKLIN, TN

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

August 12, 2015

Derrick Wilson a/k/a Derrick P. Wilson
6821 Saint Andrews Road
Columbia, SC 29212

Dear Derrick Wilson a/k/a Derrick P. Wilson:

This notice pertains to your dealings with this law firm as a debt collector.

On July 15, 2015, this office mailed you a notice of your rights, namely to dispute the validity of the debt, to dispute in writing all or a portion of the debt, or to write to us asking for the name and address of the original creditor if different from the current creditor, are not affected by the lawsuit we have filed against you.

The notice described above does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Summons and Complaint that are being served upon you together with this letter. The Summons is a command from the court, not from this law firm, and you must follow its instructions even if you dispute the validity or amount of the debt or request the name and address of the original creditor. The notice described above also does not affect this law firm's relations with the court. As a law firm, we may file papers in the suit according to the court's rules and the judge's instructions.

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Brock & Scott, PLLC

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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company
as Trustee for Indymac INDX Mortgage
Loan Trust 2006-AR29, Mortgage Pass-
Through Certificates Series 2006-AR29,

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson;
et al.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-40-04940

**MOTION FOR JOINDER AND
RULE TO SHOW CAUSE**

JANETTE W. MCENIR
C.C.P. & G.S.

2016 AUG 15 AM 11:59

RICHLAND COUNTY
FILED

TO: Regime Solutions

This Motion of the Plaintiff, above named, would respectfully show unto this Honorable Court:

1. Plaintiff commenced this foreclosure action against the Defendant(s) for the purpose of foreclosing on a refinance, first-lien mortgage, dated September 1, 2006, recorded September 8, 2006, in Book 1227 at Page 752, in the Office of the Richland County Register of Deeds/RMC (hereinafter "ROD"), encumbering the property described below:

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Lot 16 on a plat of Rolling Creek, Phase IV, as shown on a bonded plat prepared for Dutch Fork Development Group, dated August 15, 2002, last revised on September 25, 2002, and recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Book 710 at Page 1303. The same being more particularly shown on a plat prepared for Derrick Wilson and Kristina K. Thompson by Belter & Associates, Inc., dated September 29, 2005, and recorded in said records. Reference is hereby made to said latter plat for a more complete and accurate description hereof, be all measurements a little more or less.



This conveyance being made subject to all restrictions, covenants and easements of record including, but not limited to, that certain Declaration of Covenants, Conditions, and Restrictions recorded in Book 1248 at Page 963, as amended in Book 1280 at Page 1 and in Book 475 at Page 2631, in the Office of the Register of Deeds for Richland County, South Carolina.

This being the same property conveyed to Derrick Wilson and Kristina K. Thompson by Deed of David W. Blackmon d/b/a Blackmon Construction of Columbia, dated September 30, 2005, and recorded October 7, 2005, in Book 1107 at Page 1177. Thereafter, Kristina K. Thompson conveyed full interest in the property to Derrick Wilson by Deed dated August 25, 2006, and recorded September 8, 2006, in Book 1227 at Page 749. Subsequently, this being the same property conveyed to Regime Solutions by Deed of Joseph M. Strickland, as Master in Equity for Richland County, dated July 27, 2015, and recorded August 3, 2015, in Book 2047 at Page 721, in the Office of the ROD for Richland County, South Carolina.

Property Address: 202 Dutch Fork Creek Trail, Irmo, SC 29063

TMS No.: 02611-04-21

2. A Judgment of Foreclosure and Sale ("Judgment") was filed on April 19, 2016. In said Judgment, the Master in Equity retained jurisdiction over matters arising out of the foreclosure.

4. The proceedings in regard to the foreclosure action are preserved in the Richland County ROD and Clerk of Court.

5. Subsequent to the entry of Judgment, Plaintiff discovered a deed to Regime Solutions, recorded August 3, 2015, in Book 2047 at Page 721.

6. Plaintiff believes that Regime Solution's interest in the property is junior and subordinate to Plaintiff's refinance, first-lien mortgage.

This motion is based on Peeples v. Snyder, 139 S.E. 405 (1927), and Union National Bank of Columbia v. Cook, 96 S.E. 484 (1918), which are the leading cases in South Carolina dealing with the rights of omitted parties.

In Peeples, the senior mortgagee, who was the successful bidder at the foreclosure sale, failed to include a junior mortgagee as a defendant in its foreclosure action. The Court rejected the junior's argument that a merger of legal and equitable title occurred upon the senior's purchase of the real estate at the foreclosure sale, therefore propelling its lien into first position. The Court stated that there was no merger of title and held that the remedy for omitted junior lien was the same as "...if there had been no foreclosure proceeding, which would be by redeeming the property from the first mortgage and foreclosing both mortgages or foreclosing against the equity of redemption." Peeples, 139 S.E. at 409.

In Union National Bank of Columbia, a junior mortgagee not named in the senior mortgagee's foreclosure case brought a foreclosure suit against the purchaser of the real estate from the foreclosure sale. The Court stated that prior and subsequent lien holders are not necessary parties, but they are proper parties to a foreclosure action. The Court further stated that those not made parties maintain the same position they held prior to the sale - their rights are unaltered, their liens continue to encumber the land, and they retain the right of redemption from the holder of the mortgage before the sale and from the purchaser after the sale - but "it must appear to the Court prima facie that the land is worth more than prior incumbrances and that in probability upon a resale of the land the proceeds would reach the claim of the junior incumbrancer." Union National Bank of Columbia, 96 S.E. at 488.

As Peeples and Union National Bank of Columbia show, in the case at hand, Regime Solutions must elect to redeem the property from the Plaintiff by tendering the total amount due to Plaintiff, or it must be bound by the Judgment of Foreclosure and Sale.

WHEREFORE, the Movant prays that this Court do issue its Rule to Show Cause, requiring Regime Solutions to show cause, if any exists, as to why an order should not be entered

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company as
Trustee for Indymac INDX Mortgage Loan
Trust 2006-AR29. Mortgage Pass-Through
Certificates Series 2006-AR29,

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; et al.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-40-04940

**SUMMONS
AND
RULE TO SHOW CAUSE**

RICHLAND COUNTY
FILED
2016 AUG 15 AM 11:58
JEANNETTE W. MORRIS
C.C.P. & G.S.

TO: Regime Solutions

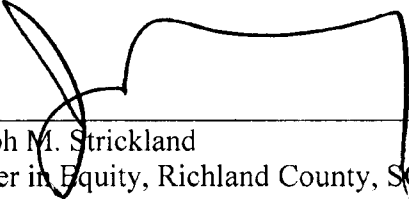
UPON consideration of the within Motion for Rule to Show Cause submitted by Suzanne E. Brown, attorney for the Plaintiff,

IT IS ORDERED that you do show cause before the undersigned, if any exists, at the office of Master in Equity Joseph M. Strickland, located at 1701 Main St., Courtroom 2-D, Columbia, SC 29201, on **October 14, 2016, at 9:30 a.m.**, as to why your interest in the property subject to this foreclosure action should not be bound by the Findings of Fact and Conclusions of Law as ordered by this Court in the Master in Equity's Report and Judgment of Foreclosure and Sale filed on April 19, 2016. Said real property is known as 202 Dutch Fork Creek Trail, Irmo, SC 29063, and is more fully described in the Motion for Rule to Show Cause, which is incorporated herein by reference.

YOU ARE HEREBY SUMMONED and required to answer the Rule to Show Cause herein, a copy of which is herewith served upon you, or otherwise appear and defend, and to serve a copy of your Answer to said Rule to Show Cause upon the subscribers at 3800 Fernandina Road, Suite 110, Columbia, SC 29210, within thirty (30) days hereof, exclusive of the day of such service; except that the United States of America, if named, shall have sixty (60) days to answer

B&S No.: 16-13335 TR01

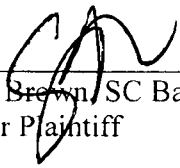
the service hereof, exclusive of the day of such service; and, if you fail to answer the Rule to Show Cause within the time aforesaid, or otherwise appear and defend, the Plaintiff will apply to the Court for the relief demanded therein, and judgment by default will be rendered against you for the relief demanded in the Rule to Show Cause.



Joseph M. Strickland
Master in Equity, Richland County, SC

Dated: August 10, 2016

WE SO MOVE:
BROCK & SCOTT, PLLC



Suzanne E. Brown, SC Bar No. 76440
Attorney for Plaintiff

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND
Deutsche Bank National Trust Company as Trustee
for Indymac INDX Mortgage Loan Trust 2006-
AR29. Mortgage Pass-Through Certificates Series
2006-AR29,

IN THE COURT OF COMMON PLEAS
C/A NO.: 2015-CP-40-04940

MOTION AND ORDER INFORMATION FORM
AND COVER SHEET

Plaintiff,
vs.
Derrick Wilson a/k/a Derrick P. Wilson, et al.,
Defendant(s).

Plaintiff(s) Attorney:

Suzanne E. Brown, S.C. Bar No. 76440
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210

Defendant(s) Attorney:

RICHLAND COUNTY
FILED
2016 AUG 15 AM 11:58
JENNIFER W. HODDGE
C.C.P. & G.S.

- MOTION HEARING REQUESTED (attach written motion and complete Sections I and II)
 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 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

08/09/2016

Date Submitted

SECTION III: Motion Fee

- Paid - Amount: \$25.00
 Exempt:
- Motion for Stay in Bankruptcy
 - 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 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: Creel Reporting, Inc.

Other: _____

JUDGE'S SECTION

Motion fee to be paid upon filing of the attached order.

Other: _____

JUDGE

Code:

Date:

CLERK'S VERIFICATION

Collected by: JM

Motion fee Collected: _____

Contested - Amount Due: _____

DATE FILED 8-12-16

**BROCK
& SCOTT**
PLLC

Consumer Hotline
844-856-6646
Phone:
803-454-3540

3800 Fernandina Road, Suite 110, Columbia, SC 29210
ConsumerContact@brockandscott.com
www.brockandscott.com

Fax:
803-454-3541

RECEIVED
AUG 10 2016
MASTER-IN-EQUITY
RICHLAND COUNTY

August 9, 2016

The Honorable Joseph M. Strickland
Master in Equity Richland County
Richland County Judicial Center
1701 Main St.
Columbia, SC 29201

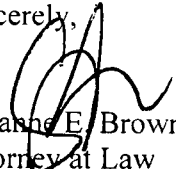
RE: Deutsche Bank National Trust Company as Trustee for Indymac
INDX Mortgage Loan Trust 2006-AR29, Mortgage Pass-Through
Certificates Series 2006-AR29 v. Derrick Wilson, et al.,
Case No.: 2015-CP-40-04940
B&S File No.: 16-13335 TR01

Dear Judge Strickland,

Enclosed please find an original and one copy of a Summons and Rule to Show Cause, Motion for Joinder Rule to Show Cause and our check in the amount of \$25 as needed for the motion filing fee. Kindly review the documents, and if you find them to be in order, please sign the Rule to Show Cause and have executed, clocked copies of the Summons and Motion returned to me in the enclosed resealable envelope using the enclosed UPS return label.

If you have any questions, or require any further information, please do not hesitate to contact my office assistant at 910-392-4899 x4205. I thank you for your time.

Sincerely,


Suzanne E. Brown
Attorney at Law
Brock & Scott, PLLC

SEB/ndh
Enclosures

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS
FIFTH JUDICIAL CIRCUIT

COUNTY OF RICHLAND)

CASE NO.: 2015-CP-40-04940

Deutsche Bank National Trust Co., et. al.)

**MOTION AND ORDER INFORMATION
FORM AND COVERSHEET**

Plaintiff,)

vs.)

Derrick Wilson, et. al.)

Defendant.)

Third-Party Bidder

Plaintiff's Attorney: Eric Hale, Bar No. 71768 Address: PO Box 287 Columbia, SC 29202 Phone: 803-726-3558 Fax _____ E-mail: eric.hale@clarksonlawllc.com Other: _____	Defendant's Attorney: _____, Bar No. _____ Address: _____ Phone: _____ Fax _____ E-mail: _____ Other: _____
---	--

2016 SEP 12 AM 11:23
 JEANNETTE W. MCBRIDE
 C.C.P. & G.S.
 RICHLAND COUNTY
 FILED

- 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 Vacate Sale

Estimated Time Needed: 30

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

9/2/16

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.

JUDGE CODE _____

Other: _____

Date: _____

CLERK'S VERIFICATION

Collected by: metts ✓ Date Filed: 9/2/16

MOTION FEE COLLECTED: \$ _____

CONTESTED - AMOUNT DUE: \$ _____

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Deutsche Bank National Trust Company as
Trustee for Indymac INDX Mortgage Loan
Trust 2006-AR29, Mortgage Pass-Through
Certificates Series 2006-AR29,

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; et
al.,

Defendants.

IN THE COURT OF COMMON PLEAS FOR
THE FIFTH JUDICIAL CIRCUIT

**MOTION TO VACATE SALE AND SET
ASIDE JUDGMENT**

C/A No.: 2015-CP-404

2015 SEP 12 AM 11:20
RICHLAND COUNTY
FILED
JEANETTE W. MCBRIDE
C.C.P. & G.S.

TO THE ABOVE NAMED PARTIES: YOU WILL PLEASE TAKE NOTICE, that Regime Solutions, LLC, by and through the undersigned attorney, will move before the Honorable Joseph M. Strickland, Master in Equity for Richland County, ten (10) days after service hereof or as soon thereafter as may be heard for an Order of Relief from Judicial Sale and an Order Setting Aside the Judgment based on South Carolina Rules of Civil Procedure Rule 60(b)(4) and the following:

1. Regime Solutions, LLC (hereinafter "Regime") purchased the subject property, 202 Dutchfork Creek Trail, Irmo, SC 29063 by way of a Master's Deed recorded in the Richland County Register of Deeds on August 3, 2015 (R2047/ 721).
2. Subsequently Regime learned that a foreclosure sale had taken place and that the foreclosing bank as successful bidder was claiming to be the current owners of the property. It appears that a judgment of foreclosure was entered on April 19, 2016 and the foreclosure sale took place and the property was sold thereafter.
3. "On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding. . . [when] the judgment is void." Rule 60(b)(4) SCRPC.

4. "The determination of whether a judicial sale should be set aside is a matter left to the sound discretion of the trial court." *Investors Sav. Bank v. Phelps*, 303 S.C. 15,17, 297 S.E.2d 780, 781 (Ct. App. 1990).
5. "A judgment is void if a court actions without personal jurisdiction. A court generally obtains personal jurisdiction by the service of a summons." *BB&T v. Taylor*, 369 S.C. 548, 554-55, 633 S.E.2d 501, 504-05 (2006).
6. Regime never received a summons and complaint for the underlying foreclosure and sale.
7. Regime was not named as a party of the underlying foreclosure and sale and therefore did not have an opportunity to exercise their rights in the case.
8. Regime was not only a proper party, but a *necessary* party and the foreclosure is void absent their inclusion as a party.
9. This Court lacks jurisdiction or authority under the SCRCF to enlarge the scope of the judgment to bind Regime to a judgment in a case to which they were not a party.
10. Therefore, the judgment and sale should be set aside and the Plaintiff given leave to amend to address the fee ownership of Regime.

CLARKSON LAW FIRM, LLC

By: 

Wylie Clarkson, Esq. (S.C. Bar# 78244)
Eric C. Hale, Esq. (SC Bar # 71768)
Elias Fain, Esq. (SC Bar #101193)
Clarkson Law Firm, LLC
P.O. Box 287
Columbia, SC 29202

Dated: September 2, 2016
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS FOR
THE FIFTH JUDICIAL CIRCUIT

Deutsche Bank National Trust
Company as Trustee for Indymac
INDX Mortgage Loan Trust 2006-
AR29, Mortgage Pass-Through
Certificates Series 2006-AR29,

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P.
Wilson; et al.,

Defendants.

CERTIFICATE OF MAILING

C/A No.: 2015-CP-40-04940

2016 SEP 12 AM 11:20
RICHLAND COURT
FILED
JANETTE M. MCBRIDE
C.C.P. & G.S.

The undersigned hereby certifies that on September 2, 2016, he served a copy to all counsel in this action with a copy of the document(s) listed below and this Certificate of Mailing in the above-referenced matter by depositing a copy in the United States Mail, postage prepaid, and addressed as follows:

DOCUMENT(S):

Motion to Vacate Sale

COUNSEL SERVED:

Suzanne E. Brown, Esq.
Brock & Scott, PLLC
3800 Fenandina Road, Suite 110
Columbia, SC 29210



Elias Fain

Dated: September 2, 2016
Columbia, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company as
Trustee for Indymac INDX Mortgage Loan
Trust 2006-AR29, Mortgage Pass-Through
Certificates Series 2006-AR29,

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; et al.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-40-04940

MEMORANDUM IN SUPPORT
OF RULE TO SHOW CAUSE

2016 NOV 14 AM 9:12
FILED
RICHLAND COUNTY
COURT CLERK
C.C. PERRY, S.

I. Factual Background

Plaintiff commenced this foreclosure action against the Defendant(s) for the purpose of foreclosing on a refinance, first-lien mortgage, dated September 1, 2006, recorded September 8, 2006, in Book 1227 at Page 752, in the Office of the Richland County Register of Deeds/RMC (hereinafter "ROD"), encumbering the property described below:

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Lot 16 on a plat of Rolling Creek, Phase IV, as shown on a bonded plat prepared for Dutch Fork Development Group, dated August 15, 2002, last revised on September 25, 2002, and recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Book 710 at Page 1303. The same being more particularly shown on a plat prepared for Derrick Wilson and Kristina K. Thompson by Belter & Associates, Inc., dated September 29, 2005, and recorded in said records. Reference is hereby made to said latter plat for a more complete and accurate description hereof, be all measurements a little more or less.

This conveyance being made subject to all restrictions, covenants and easements of record including, but not limited to, that certain Declaration of Covenants, Conditions, and Restrictions recorded in Book 1248 at Page 963, as amended in Book 1280 at Page 1 and in Book 475 at Page 2631, in the Office of the Register



of Deeds for Richland County, South Carolina.

This being the same property conveyed to Derrick Wilson and Kristina K. Thompson by Deed of David W. Blackmon d/b/a Blackmon Construction of Columbia, dated September 30, 2005, and recorded October 7, 2005, in Book 1107 at Page 1177. Thereafter, Kristina K. Thompson conveyed full interest in the property to Derrick Wilson by Deed dated August 25, 2006, and recorded September 8, 2006, in Book 1227 at Page 749. Subsequently, this being the same property conveyed to Regime Solutions by Deed of Joseph M. Strickland, as Master in Equity for Richland County, dated July 27, 2015, and recorded August 3, 2015, in Book 2047 at Page 721, in the Office of the ROD for Richland County, South Carolina.

Property Address: 202 Dutch Fork Creek Trail, Irmo, SC 29063

TMSNo.: 02611-04-21

A Judgment of Foreclosure and Sale ("Judgment") was filed on April 19, 2016. In said Judgment, the Master in Equity retained jurisdiction over matters arising out of the foreclosure. The proceedings in regard to the foreclosure action are preserved in the Richland County ROD and Clerk of Court. Subsequent to the entry of Judgment, Plaintiff discovered a deed to Regime Solutions, recorded August 3, 2015, in Book 2047 at Page 721. Regime Solutions's interest in the property is junior and subordinate to Plaintiff's refinance, first-lien mortgage.

Upon discovery of the junior interest, Plaintiff petitioned the Court for a Rule to Show Cause why Regime Solutions should not be bound by the Judgment. The Court issued a Rule to Show Cause and set the hearing date for October 14, 2016. In response to the Rule to Show Cause Regime Solutions filed a Motion to Vacate Sale and Set Aside Judgment.

II. Discussion

1. Plaintiff's Rule to Show Cause is the Proper way to join an Omitted junior interest holder

The rule to show casue is based on Peeples v. Snyder, 139 S.E. 405 (1927), and Union

National Bank of Columbia v. Cook, 96 S.E. 484 (1918), which are the leading cases in South Carolina dealing with the rights of omitted parties.

In Peeples, the senior mortgagee, who was the successful bidder at the foreclosure sale, failed to include a junior mortgagee as a defendant in its foreclosure action. The Court rejected the junior's argument that a merger of legal and equitable title occurred upon the senior's purchase of the real estate at the foreclosure sale, therefore propelling its lien into first position. The Court stated that there was no merger of title and held that the remedy for omitted junior lien was the same as "...if there had been no foreclosure proceeding, which would be by redeeming the property from the first mortgage and foreclosing both mortgages or foreclosing against the equity of redemption." Peeples, 139 S.E. at 409.

In Union National Bank of Columbia, a junior mortgagee not named in the senior mortgagee's foreclosure case brought a foreclosure suit against the purchaser of the real estate from the foreclosure sale. The Court stated that prior and subsequent lien holders are not necessary parties, but they are proper parties to a foreclosure action. The Court further stated that those not made parties maintain the same position they held prior to the sale - their rights are unaltered, their liens continue to encumber the land, and they retain the right of redemption from the holder of the mortgage before the sale and from the purchaser after the sale - but "it must appear to the Court prima facie that the land is worth more than prior incumbrances and that in probability upon a resale of the land the proceeds would reach the claim of the junior incumbrancer." Union National Bank of Columbia, 96 S.E. at 488.

As Peeples and Union National Bank of Columbia show, in the case at hand, Regime Solutions must elect to redeem the property from the Plaintiff by tendering the total amount due to Plaintiff, or it must be bound by the Judgment of Foreclosure and Sale.

2. Regime Solutions' Rights are Being Protected

Regime Solutions is not a note maker or mortgagor. Their interest is junior to that of Plaintiff. As such, their rights are limited. They have no rights under the note and no rights under the mortgage. They have the right to pay off the mortgage, as would any other junior interest holder. By this Rule to Show Cause they are being given that opportunity. Should they elect to pay off Plaintiff's debt, they would remain the owner of the property. Should they elect not to pay off Plaintiff's debt, they should be bound by the judgment. Regime Solutions has not elected to pay off the debt, and they have shown no cause why they should not be bound to the Judgment.

III. Conclusion

The Court is properly exercising jurisdiction over Regime Solutions via the power vested in it by the Order of Reference and by the Summons served with the Rule to Show Cause. Regime Solutions's interest is junior, and they have the right to pay off Plaintiff's debt. If they do not, they should be bound to the judgment, and they have shown no reason otherwise.

Respectfully submitted,



William S. Koehler
Brock & Scott, PLLC
Attorneys For Plaintiff
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

Deutsche Bank National Trust Company as
Trustee for Indymac INDX Mortgage Loan
Trust 2006-AR29, Mortgage Pass-Through
Certificates Series 2006-AR29,

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; et
al.,

Defendants.

Regime Solutions, LLC

Third-Party Bidder

**BRIEF IN OPPOSITION TO
PLAINTIFF'S RULE TO SHOW CAUSE
AND IN SUPPORT OF REGIME
SOLUTION, LLC'S MOTION TO
VACATE SALE AND SET ASIDE
JUDGMENT**

C/A No.: 2015-CP-40-04940

I. INTRODUCTION

Plaintiff filed a Rule to Show Cause asking the Court to require Regime Solutions, LLC (hereinafter "Regime") to show cause as to why it should not be required to redeem the property from the foreclosure sale or in the alternative be bound by the Judgment of Foreclosure and Sale as if they had been a named party. This Court does not have jurisdiction to bind an omitted party to a judgment. Further, the public policy effects of allowing a bank to omit a homeowner and require them after the fact to show why they are entitled to due process would have broad and sweeping unjust ramifications to foreclosure law in this state.

II. STATEMENT OF FACTS

This is an action involving a foreclosure of property. By Summons, Complaint and Lis Pendens filed August 17, 2015, Plaintiff instituted foreclosure proceedings against the named defendants: the borrower(s), a junior creditor and a homeowners' association, none of whom had any ownership interest in the subject property. Prior to commencement of the within action

Regime took fee ownership of the property by Master's Deed recorded in the Richland County Register of Deeds on August 3, 2015(R2047/721). Plaintiff's omission of Regime went unnoticed and on April 19, 2016 this Court entered a Judgment of Foreclosure and Sale against the property. The property was sold and Plaintiff was the successful bidder. After the sale it was discovered that Regime held the deed to the property and had not been named in the foreclosure proceedings. Plaintiff then filed its Rule to Show Cause.

III. ARGUMENT

- a. *An omitted homeowner cannot be bound to a foreclosure judgment in an action in which they were not named parties.*

This court does not have jurisdiction to bind Regime to the Judgment of Foreclosure and Sale issued in April of 2016. A court may not act against a party without personal jurisdiction.¹ A court should not render a judgment affecting the rights of a party without proper notice.² It is not disputed that Regime was not named in the underlying foreclosure. As such, they were not served or given notice of any proceeding that was taking place which could potentially affect their ownership rights in the property. The sale was set aside for such omission. It is only logical that the judgment be set aside as well. Regime has not been afforded due process to protect their interest.

A similar issue was ruled on by the South Carolina Court of Appeals in *Green Tree Servicing, LLC v. Adams*.³ In *Green Tree* a Plaintiff lender sought to clear title by requesting a rule to show cause hearing to add an omitted lienholder, Mr. Adams, to the foreclosure action.⁴ The master in equity declined to do so, issuing an order indicating that he no longer had subject matter jurisdiction to enter Mr. Adams as a party to the case.⁵ The Court of Appeals agreed and stated that "the circuit court cannot bind [an omitted lienholder] to a foreclosure action to which he was not a party thereby extinguishing his lien."⁶ This situation is the exact same. A rule to show cause is not an appropriate avenue for Plaintiff to add Regime as a party because a judgment has been rendered in the foreclosure proceeding. This Court no longer has jurisdiction to add Regime as a party or to bind Regime to a judgment arising from an action to which they

¹ *BB & T v. Taylor*, 369 S.C. 548, 551, 633 S.E.2d 501, 503 (2006)

² *Ex Parte South Carolina Dep't of Revenue*, 350 S.C. 404, 407, 566 S.E.2d 196, 198 (Ct.App.2002).

³ *Green Tree Servicing, LLC v. Adams*, 654 S.E.2d 100 (S.C. App. 2007)

⁴ *Id.* at 102.

⁵ *Id.*

⁶ *Id.*

were not a party.

The proper remedy for Plaintiff is to either vacate the judgment and sale and amend to properly dispose of Regime's fee ownership of the property or for Plaintiff to bring a quiet title action. A similar situation was addressed by our Supreme Court in *Greenwood Loan & Guarantee Ass'n v. Williams*, where the Supreme Court noted with approval that there was no need for a rule to show cause because the original judgment was vacated, necessary party substituted for the former owner, and summons and complaint was served on the substituted necessary party.⁷

In addition, Regime is not an omitted lienholder as Mr. Adams in *Green Tree*. Regime is the owner of the home by deed. Their position is analogous to any other homeowner in this state. It is highly unlikely that Plaintiff would attempt to dispose of a living, breathing omitted homeowner by a rule to show cause, and it is not a proper means for an organization homeowner.

The plaintiff in *Green Tree*, after having their request for a rule to show cause denied, went on to file a quiet title action against Mr. Adams.⁸ The *Green Tree* court stated that a foreclosure without naming a junior lienholder was proper because a junior lienholder is a *permissive* party, and thus the underlying foreclosure is valid.⁹ The court noted, however, that the junior lienholder's lien was still open and effective absent him being named and his lien adjudicated in the foreclosure proceeding.¹⁰

Another distinction between Regime and the cases relied upon by Plaintiff is that Regime is a *necessary* party and the underlying foreclosure is void. Junior creditor's rights are set out in the cases cited by Plaintiff and they are obvious if the omitted lienholder is clearly junior. But the fee owner of a property has other indelible rights superior to those of a junior lienholder. As set forth in the *Peeples* case cited by Plaintiff:

“[t]he first mortgagee had the *legal right* to foreclose his mortgage without making the second mortgagee a party to the action. While the second mortgagee, under the circumstances, was a *proper* party, she was not a *necessary* party; and however expedient it may have been, and was, to have made her a party, as this case has demonstrated, in order that all questions might be determined in

⁷ *Greenwood Loan & Guarantee Ass'n v. Williams*, 51 S.E. 272, 273 (1905)

⁸ *Green Tree Servicing, LLC v. Adams*, 654 S.E.2d at 102

⁹ *Id.*

¹⁰ *Peeples v. Snyder*, 141 S.C. 152, 139 S. E. 405 (1927)

the one action, the omission did not affect the validity of the foreclosure proceedings; it only affected the *effectiveness* of it in leaving open, undetermined, the rights of the second mortgagee.”¹¹

In the present case we have the inverse relationship and therefore the inverse result. Plaintiff failed to name a necessary party, and that omission did affect the validity of the foreclosure proceedings rendering them void.

Finally, Defendant would point out that Plaintiff cites no Rule of Civil Procedure which would authorize such action. Defendant would suggest that this is because no such remedy is available. Plaintiff’s motion could not be a motion to alter or amend because it would be untimely under Rule 59 SCRPC. It could not be a motion to vacate under Rule 60(a) because that is not the remedy they are seeking. Finally, the motion cannot be pursuant to Rule 60(a) because there is no clerical error they are seeking to correct. “While a court may correct mistakes or clerical errors by its own process to make it conform to the record, it cannot change the scope of the judgment.”¹¹ In addition, Rule 60 specifically provides for a party’s relief from a judgment, not the enforcement of that judgment against non-parties.¹² Thus, attempting to bind a non-party to a judgment disposing of its fee interest in the subject property changes the scope of the original judgment and extends beyond the relief contemplated by Rule 60, SCRPC.

Defendant would again suggest that Plaintiff should be required to bring a quiet title action or vacate the judgment, amend the foreclosure to add Regime as a party and proceed with the foreclosure action. The *Green Tree* court approved that method when they allowed the lender to extinguish Mr. Adams’ lien. He was afforded an opportunity to be heard and express his judicial rights in the quiet title action after the rule to show cause was denied. Regime has been given no such opportunity and any other means of disposing of Regime in this matter would deprive them of their right of due process.

- b. *Regime, as a homeowner, has unaddressed defenses and concerns that a rule to show cause cannot satisfy.*

Regime has to be given an opportunity to engage in the judicial process with Plaintiff

¹¹ *Dion v. Ravenel, Eiserhardt Assocs.*, 316 S.C. 226, 230, 449 S.E.2d 251, 253 (Ct.App.1994); see also *Ex parte Strom*, 343 S.C. 257, 264, 539 S.E.2d 699, 702 (2000) (indicating Rule 60 cannot be used to expand the scope of a judgment)

¹² See Rule 60(a)-(b), SCRPC.

concerning the foreclosure action. For instance, at this time Regime has a right to have the indebtedness and ownership of alleged indebtedness proved by a preponderance of the evidence. They have the right to question the debt figures before determining whether to exercise their right of redemption. It is unknown how much of any proved debt would be objectionable, as Regime would dispute any amount that included attorney's fees and costs that were accrued as a result of a foreclosure action in which they were not a party. However, they are not privy to this information as they have not been afforded the opportunity to raise this defense and engage in discovery on that issue. This is just one example of a legitimate defense that would be lost to them if they were attached to the prior judgment. In fact, no real rights of ownership or otherwise were adjudicated in the underlying foreclosure since no named parties had any rights. Mr. Wilson lost any interest he had in the property to the homeowners' foreclosure, and the homeowners' associations' existing lien was paid via the Master's sale wherein Regime was the highest bidder. As such, Regime was the only *necessary* party to the foreclosure as they were the only party that had any claim of rights in the property. Therefore, the foreclosure was a nullity as the underlying judgment foreclosed on the right of persons claiming no ownership interest in the property foreclosed upon. Why then should the rightful homeowner not be afforded the same access to discovery, etc. as was afforded parties who has no ownership interest? Regime has the right to due process of the law before their property can be taken from them.

c. Allowing Plaintiff to join Regime would have sweeping unjust public implications

South Carolina is a judicial foreclosure state. This means that homeowners must be served and given an opportunity to engage in meaningful litigation to defend their rights and save their homes. The judicial system takes this very seriously and goes above and beyond to protect homeowners in this state by taking strong actions such as Administrative Order No. 2009-05-22-01. What the plaintiff is asking this Court to do is, in essence, allow for a non-judicial method of foreclosure. Sell the property first, ask questions later, and shift the burden to a homeowner to assert defenses without direct claims or allegations against them. It would go against the very spirit of South Carolina foreclosure law to allow the plaintiff to dispose of a homeowner by a rule to show cause, as they are attempting to do in this case.

CONCLUSION

For the above reasons Regime asks this court to dismiss the plaintiff's request for an that Regime be joined to and bound by the prior judgment by way of a Rule to Show Cause. To do otherwise would allow a foreclosing party to completely omit necessary parties and deprive them of due process.

CLARKSON LAW FIRM, LLC

By: 

Wylie Clarkson, Esq. (S.C. Bar# 78244)

Eric C. Hale, Esq. (SC Bar # 71768)

~~Elias Fain, Esq. (SC Bar #101193)~~

Clarkson Law Firm, LLC

P.O. Box 287

Columbia, SC 29202

Dated: November 4, 2016
Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT

Deutsche Bank National Trust Company as
Trustee for Indymac INDX Mortgage Loan
Trust 2006-AR29, Mortgage Pass-Through
Certificates Series 2006-AR29,

CERTIFICATE OF SERVICE

C/A No.: 2015-CP-40-04940

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; et
al.,

Defendants.

Regime Solutions, LLC

Third-Party Bidder

The undersigned hereby certifies that on November 4, 2016, he served a copy to all counsel in this action with a copy of the document(s) listed below and this Certificate of Mailing in the above-referenced matter by depositing a copy in the United States Mail, postage prepaid, and addressed as follows:

DOCUMENT(S):

Brief of Regime Solutions, LLC

COUNSEL SERVED:

Suzanne E. Brown, Esq.
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210


Elias Fain

Dated: November 4, 2016
Columbia, South Carolina

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Hon. Joseph M. Strickland, Master-In-Equity

Case No. 2015-CP-40-04940

2017 JAN -3 PM 12:45
RICHLAND COUNTY
FILED
JEANETTE W. HERRID
J.C.P. & C.S.

Deutsche Bank National Trust Company as Trustee for Indymac INDX Mortgage Loan Trust
2006-AR29, Mortgage Pass-Through Certificates Series 2006-AR29, Plaintiff

v.

Derrick Wilson a/k/a Derrick P. Wilson; Branch Banking and Trust Company of South Carolina;
Rolling Creek Community Association of Irmo, Defendants

Regime Solutions, LLC, Third Party Bidder

of which

Regime Solutions, LLC.....Appellant

Deutsche Bank National Trust Company , et. al.....Respondent

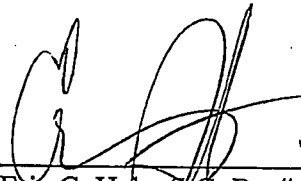
NOTICE OF APPEAL

Appellant Regime Solutions, LLC appeals the order on Deutsche Bank, et. al.'s Motion for Joinder and Rule to Show Cause and Regime's Motion to Vacate Judgment and Sale.

An order was filed November 14, 2016 and, while not mailed the order, Appellant became aware of the order on November 30th, 2016.

A copy of the order on appeal is attached hereto and incorporated by reference.

(Signature Page to Follow)



Eric C. Hale, S.C. Bar# 71768
Elias Fain, S.C. Bar #101193
Post Office Box 287
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eric.hale@clarksonlawllc.com
elias.fain@clarksonlawllc.com
Attorneys for Appellant

Other Counsel of Record:

Alan Martin Stewart, Esq.
Brock & Scott, PLLC
3800 Fernandina Road, Ste. 110
Columbia, SC 29210
(803) 454-3540 (Tel)

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Hon. Joseph M. Strickland, Master-In-Equity

Case No. 2015-CP-32-04940

Deutsche Bank National Trust Company as Trustee for Indymac INDX Mortgage Loan Trust
2006-AR29, Mortgage Pass-Through Certificates Series 2006-AR29, Plaintiff

v.

Derrick Wilson a/k/a Derrick P. Wilson; Branch Banking and Trust Company of South Carolina;
Rolling Creek Community Association of Irmo, Defendants

Regime Solutions, LLC, Third Party Bidder

of which

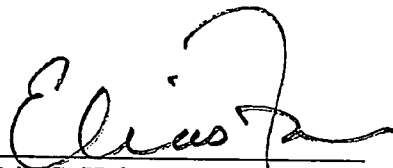
Regime Solutions, LLC.....Appellant

Deutsche Bank National Trust Company , et. al.....Respondent

PROOF OF SERVICE

I certify that I have served Appellant's Notice of Appeal by depositing a copy of it in the United States Mail, postage prepaid, on December 22, 2016, to the following:

Alan Martin Stewart, Esq.
Brock & Scott, PLLC
3800 Fernandina Road, Ste. 110
Columbia, SC 29210



Eric C. Hale, S.C. Bar# 71768
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STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Deutsche Bank National Trust Company as
Trustee for Indymac INDX Mortgage Loan
Trust 2006-AR29, Mortgage Pass-Through
Certificates Series 2006-AR29,

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; et
al.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO. 2015-CP-40-04940

ORDER PURSUANT TO
RULE TO SHOW CAUSE

ARLETTIE W. NORRIS
C.P. & G.S.

2016 NOV 14 AM 9:12

RICHLAND COUNTY
FILED

FINDINGS OF FACT

This matter comes before the Court upon a Motion for Rule to Show Cause of Plaintiff. Counsel for Brock & Scott, PLLC, was present at the October 14, 2016, hearing.

Plaintiff commenced this foreclosure action against the Defendant(s) for the purpose of foreclosing on a refinance, first-lien mortgage, dated September 1, 2006, recorded September 8, 2006, in Book 1227 at Page 752, in the Office of the Richland County Register of Deeds/RMC (hereinafter "ROD"), encumbering the property described below:

All that certain piece, parcel or lot of land, together with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Lot 16 on a plat of Rolling Creek, Phase IV, as shown on a bonded plat prepared for Dutch Fork Development Group, dated August 15, 2002, last revised on September 25, 2002, and recorded in the Office of the Register of Deeds for Richland County, South Carolina, in Book 710 at Page 1303. The same being more particularly shown on a plat prepared for Derrick Wilson and Kristina K. Thompson by Belter & Associates, Inc., dated September 29, 2005, and recorded in said records. Reference is hereby made to said latter plat for a more complete and accurate description hereof, be all measurements a little more or less.

This conveyance being made subject to all restrictions, covenants and easements of



record including, but not limited to, that certain Declaration of Covenants, Conditions, and Restrictions recorded in Book 1248 at Page 963, as amended in Book 1280 at Page 1 and in Book 475 at Page 2631, in the Office of the Register of Deeds for Richland County, South Carolina.

This being the same property conveyed to Derrick Wilson and Kristina K. Thompson by Deed of David W. Blackmon d/b/a Blackmon Construction of Columbia, dated September 30, 2005, and recorded October 7, 2005, in Book 1107 at Page 1177. Thereafter, Kristina K. Thompson conveyed full interest in the property to Derrick Wilson by Deed dated August 25, 2006, and recorded September 8, 2006, in Book 1227 at Page 749. Subsequently, this being the same property conveyed to Regime Solutions by Deed of Joseph M. Strickland, as Master in Equity for Richland County, dated July 27, 2015, and recorded August 3, 2015, in Book 2047 at Page 721, in the Office of the ROD for Richland County, South Carolina.

Property Address: 202 Dutch Fork Creek Trail, Irmo, SC 29063

TMS No.: 02611-04-21

A Judgment of Foreclosure and Sale ("Judgment") was filed on April 19, 2016. In said Judgment the Master in Equity retained jurisdiction over matters arising out of the foreclosure.

The proceedings in regard to the foreclosure action are preserved in the Richland County ROD and the Office of the Clerk of Court.

Subsequent to the entry of Judgment, Plaintiff discovered a deed to Regime Solutions, recorded August 3, 2015, in Book 2047 at Page 721.

Regime Solutions, LLC's interest in the property is junior and subordinate to Plaintiff's refinance, first-lien mortgage.

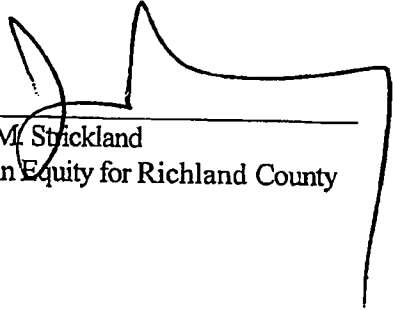
Plaintiff filed a Motion for Rule to Show Cause requesting that the Court issue its Rule to Show Cause, requiring Regime Solutions to show cause, if any exists, as to why an order should not be entered by this Court, joining it as a Defendant as though it had been joined from the commencement of this foreclosure action, binding it to the Judgment.

1. Regime Solutions is hereby joined as a Defendant to this action and bound by the Judgment as though it had been joined as a Defendant from the commencement of this foreclosure action;

2. To the extent that the deed set forth above conveyed ownership to Regime Solutions, said ownership interest is junior and subordinate to the Plaintiff's mortgage.

3. The Clerk of Court is ordered to annotate the judgment roll so as to reflect that Regime Solutions is bound by the aforescribed Judgment of Foreclosure and Sale.

AND IT IS SO ORDERED.



Joseph M. Strickland
Master in Equity for Richland County

Date: November 9, 2016
Richland County, SC

Office Address:
1300 Pickens Street
PO Box 287 (29202)
Columbia, SC 29201

Clarkson Law Firm, LLC

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Wylie Clarkson, Esq.
Eric C. Hale, Esq.
Elias Fain, Esq.

December 22, 2016

Richland County Clerk of Court
Richland County Judicial Center
1701 Main Street Room 205
PO Box 2766
Columbia, SC 29202

Re: Deutsche Bank National Trust, et. al. v. Derrick Wilson, et. al.
C.A. No.: 2015-CP-40-04940

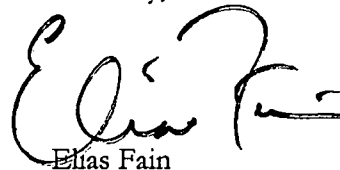
Dear Sir or Madam:

Enclosed please find the following:

1. Original and one (1) copy of a Notice of Appeal in the above matter;
2. Self-addressed, stamped envelope.

Please file the original and mail the clocked copies in the enclosed envelope. Should you have any questions or concerns, please do not hesitate to contact me. By copy of this letter I serve Plaintiff's attorneys.

Sincerely,



Elias Fain

Enclosures (as above)

Cc: Alan Stewart, Esq.
Brock & Scott PLLC

STATE OF SOUTH CAROLINA) COURT OF COMMON PLEAS
COUNTY OF RICHLAND) FIFTH JUDICIAL CIRCUIT
) C/A #: 2015-CP-40-04940

Deutsche Bank National Trust Company as)
Trustee for Indymac INDX Mortgage Loan)
Trust 2006-AR29, Mortgage Pass-Through)
Certificates Series 2006-AR29,)

Plaintiff,)

v.)

Derrick Wilson a/k/a Derrick P. Wilson;)
et al.,)

Defendants.)

HEARING

COPY

Tuesday, October 21, 2016
11:07 a.m. - 11:29 a.m.

The hearing before the Honorable Joseph M. Strickland, Master-In-Equity for Richland County, was taken at the Richland County Courthouse, 1701 Main Street, Courtroom 2D, Columbia, South Carolina on the 21st day of October, 2016 before Amanda Creel Godfrey, Court Reporter and Notary Public in and for the State of South Carolina.



CREEL COURT REPORTING, INC.
1230 Richland Street / Columbia, SC 29201
(803) 252-3445 / (800) 822-0896

APPEARANCES

Eric C. Hale, Esquire
Clarkson Law Firm, LLC
1300 Pickens Street
Columbia, South Carolina 29201
Attorney for Regime Solutions, LLC

William S. Koehler, Esquire
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, South Carolina 29210
Attorney for the Plaintiff

Also Present:

John Scott, Court Staff
Susan Golston, Court Staff
Amber J. Scarborough, Creel Court Reporting, Inc.

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EXHIBITS

(There were no exhibits marked during the hearing.)



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CALL TO ORDER:

1
2 **THE COURT:** All right. This is civil action number
3 2015-CP-40-4940. Deutsche Bank National Trust
4 Company against Derrick Wilson and others. The
5 matter before the court today are two motions.
6 One by the plaintiff and one by Regime
7 Solutions, which we believe is the owner of the
8 property at this time. The property that was
9 sold at a foreclosure sale. I think -- one,
10 our notes say the first motion, Mr. Koehler,
11 deals with joining an omitted lienholder?

12 **MR. KOEHLER:** An omitted party, Your Honor, which is
13 Regime Solutions.

14 **THE COURT:** Okay. They weren't added to the law- --
15 they weren't a party to the lawsuit?

16 **MR. KOEHLER:** That's correct, Your Honor. Their
17 deed, the deed giving them their interest in
18 the property was filed days before our Lis
19 Pendens. So it fell within the updated title
20 period from recorded title, brought the
21 foreclosure and in between our ordering the
22 title and the Lis Pendens, their interest was
23 recorded. And so we brought or we petitioned
24 the court to issue a Rule to Show Cause why
25 they shouldn't be bound to the judgement.



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1 THE COURT: Okay.

2 MR. KOEHLER: And the Court issued a summons and set
3 this hearing.

4 THE COURT: All right. The address of the property
5 is 202 Dutch Fork Creek Trail in Irmo, 29063/
6 Is that correct?

7 MR. HALE: That's correct, Your Honor.

8 MR. KOEHLER: Yes, sir.

9 THE COURT: And likewise, I guess the motions are
10 intertwined, Mr. Hale, you want to set aside
11 the judicial sale, right? Is that correct?

12 MR. HALE: Your Honor, we would like to set aside
13 the judgement and the sale primarily on the
14 basis that the fee owner of the property is an
15 indispensable party to a foreclosure. I mean,
16 it's, in essence, void under Rule 60(b)(4).
17 The court selling a property without addressing
18 the fee owner of it, sold nothing because all
19 it really did was deal with other people who
20 may have claimed some interest in the land, but
21 didn't deal with the owner of the land.

22 THE COURT: All right. This is starting to sound
23 complicated. Let me make sure I have the facts
24 straight.

25 MR. HALE: Sure.



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1 **THE COURT:** Mr. Hale, how did your client come to be
2 the owner of the property?

3 **MR. HALE:** Let me give you just -- there's really
4 only two dates that are really kind of
5 important here. August 3rd, 2015 at Book R2047
6 Page 721, my client recorded the master's deed
7 that you gave to them from the HOA foreclosure
8 sale.

9 **THE COURT:** Homeowner's Association?

10 **MR. HALE:** That's correct. So August 3rd, 2015, my
11 client is the record owner of that property.
12 Two weeks later, August 17th, 2015, this
13 foreclosure action starts. They file a Lis
14 Pendens, the Summons, the Complaint, et cetera,
15 all the documents that go along with the
16 initial pleadings in a foreclosure action. My
17 client, for whatever reason, being the actual
18 owner of the property, the owner of the fee,
19 was never named, never a party to the
20 underlying foreclosure action. And the
21 property was purported -- the judgement was
22 rendered and it was sold. And now we're coming
23 back and my position is you can't piggyback
24 being onto a prior action when I am the prior
25 action.



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1 **THE COURT:** So, I guess, if I understand your
2 argument, your argument is the lawsuit against
3 Derrick Wilson, which included junior
4 lienholders, Branch Bank and Trust Company,
5 Rolling Creek Community Association of Irmo,
6 should have also included you. Because they
7 didn't include you then the judgement against
8 you is null and void, is that ---

9 **MR. HALE:** In essence, Your Honor. So it's --
10 there's two different ways to go about it.

11 **THE COURT:** Okay.

12 **MR. HALE:** You can either void the old underlying
13 transaction. I don't necessarily believe
14 that's a necessary thing, but my client was
15 indispensable. My client was the only one who
16 had any claim to both ownership, possession and
17 control of that property. The lienholders had
18 no claim to possession and control. They had
19 no stake in the title of that property. My
20 client was the only one who had title to that
21 property, the deed. So, they can either keep
22 the judgement as it sits and it's effectiveness
23 is to dispose of the lien interest of the named
24 parties, if any. I don't think Mr. Wilson had
25 any interest. I don't know if they got



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1 deficiency judgement or not against him in the
2 underlying transaction. Or they can -- and
3 then they could proceed to do a quiet title
4 action or re-foreclosure. Or they could void
5 the whole things and restart it again and amend
6 it to name my client as a party and deal with
7 us as we should have been properly dealt with.

8 **THE COURT:** Now, Mr. Hale, are you saying that when
9 your client bought this property at a
10 foreclosure of a homeowner's association, the
11 fees or dues, that your client assumed the
12 mortgage, is that your position?

13 **MR. HALE:** No. My client became subject to the
14 mortgage.

15 **THE COURT:** But you didn't think your client was not
16 responsible to pay it from then on?

17 **MR. HALE:** The owner, my client, has the right to
18 redeem the mortgage. My client has the right
19 to, should they be so inclined, to pay off the
20 mortgage if they want to own the property
21 outright. You know, if they don't become --
22 when the -- well now I'm sure, I see that this
23 is a securitized loan, so I don't know who
24 actually originated this loan, but whenever the
25 original lender loaned money to Mr. Wilson,



1 they took into consideration Mr. Wilson's
2 credit history, his ability to pay, his job,
3 his other debts, et cetera, and then they said,
4 well, we think you're a good fit, Mr. Wilson,
5 so we're going to give you this loan. They
6 never did anything like that with my client.
7 So I -- and I'm pretty sure that this Trust
8 would take exception to the court trying to
9 force them to have my client become assumed of
10 their note.

11 **THE COURT:** But, Mr. Hale, your client bought a
12 property at foreclosure sale that had a
13 mortgage on it.

14 **MR. HALE:** That's correct.

15 **THE COURT:** And you're saying now that the mortgage
16 company can't collect against your client?

17 **MR. HALE:** No.

18 **THE COURT:** That's not what you're -- oh, so you
19 think that they can collect?

20 **MR. HALE:** I'm not arguing about the collecting, but
21 there's two different documents here.

22 **THE COURT:** Okay.

23 **MR. HALE:** The money that is owed is due under the
24 Note. So, as far as collecting money, cash
25 money, that is the obligation of Mr. Wilson, it



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1 always has been and unfortunately always will
2 be, despite whether or not my client wants to
3 or doesn't want to, they can't. They simply
4 are not -- it's not an available remedy to
5 them. They can't go to the bank and say, we
6 want to assume this Note. But as far as the
7 mortgage goes, my client is subject to the
8 mortgage and they can be foreclosed under the
9 mortgage, but we can't become assumed of the
10 Note. I'll hand you up a case that's real
11 direct to my point.

12 **THE COURT:** What state is it from?

13 **MR. HALE:** Florida.

14 **THE COURT:** Okay.

15 **MR. HALE:** I can't find anything in South Carolina
16 except for in passing details.

17 **THE COURT:** Is your company based in Florida? Is
18 your client based in Florida?

19 **MR. HALE:** Yes, they happen to be. This was
20 actually my search that revealed this. But,
21 yes, they do happen to be based out of Florida.

22 **THE COURT:** And the reason I bring that up, in South
23 Carolina, typically, even at the judicial sale,
24 I always make it clear to people that they bid
25 on property that has a mortgage on it, that has



1 a lien, a superior lien, a senior lien, but if
2 they mortgage it or not, that they're going to
3 be responsible for that lien.

4 **MR. HALE:** We are. I mean, we're responsible for it
5 insomuch as we're bound by it. I am bound by
6 that lien. So, for instance, in this case, my
7 client has in essence two choices.

8 **THE COURT:** Uh-huh.

9 **MR. HALE:** They can either get the pay off amount
10 and pay it or they can be foreclosed. But my
11 client is entitled, that is the equity that is
12 being foreclosed in a foreclosure matter is the
13 equity or redemption. And that's what my
14 client has the right of. When they purchased
15 at the HOA foreclosure sale, they purchased --
16 one of the things they received is this right
17 of redemption as the owner of the property.

18 **THE COURT:** But what your motion is to -- okay. I
19 want to make sure I have it -- I understand
20 your position and have the facts straight.

21 **MR. HALE:** Sure.

22 **THE COURT:** Your client wants to set aside the
23 judicial sale that Mr. Koehler's client got and
24 set aside the judgement?

25 **MR. HALE:** That's correct.



1 THE COURT: All right. Now, how does your client
2 have standing to do that?

3 MR. HALE: Because my client owns the property that
4 they purported to sell. So they sold my
5 client's property without naming my client. So
6 let's take this out of -- let's switch the
7 facts a little bit here ---

8 THE COURT: Okay.

9 MR. HALE: --- so I can give you a better
10 illustration.

11 THE COURT: All right.

12 MR. HALE: Let's say for instance they didn't name
13 Derrick Wilson.

14 THE COURT: All right.

15 MR. HALE: And he actually still owned the property
16 and the HOA foreclosure had never happened.
17 And Mr. Wilson was standing here to you today
18 saying, Judge, I don't know what's going on.
19 They sold my house and they never gave me any
20 notice of this. What are you going to do when
21 Mr. Wilson's standing in front of you, his
22 house has been sold and he's not been afforded
23 any due process and the bank is here going,
24 well, he should have to come here today and
25 tell us why we shouldn't have been able to sell



1 his house notwithstanding the fact that we
2 didn't give him notice, a right to discovery,
3 right to depositions, anything that normal due
4 process would entail ---

5 **THE COURT:** Uh-huh.

6 **MR. HALE:** --- he should show up here now, after the
7 fact, after we've sold the property, and tell
8 us why he shouldn't be bound by this sale.
9 That would, in essence, change South Carolina
10 from a judicial foreclosure state to a non-
11 judicial foreclosure state. Let's sell it
12 first and then let's talk about it after the
13 fact.

14 **MR. KOEHLER:** Your Honor, if I may, and that's ---

15 **THE COURT:** I don't know. Mr. Hale, are you
16 finished?

17 **MR. KOEHLER:** Sorry.

18 **MR. HALE:** If I may, I've got another point, but
19 please let him -- I ...

20 **THE COURT:** Okay. Go ahead, Mr. Koehler.

21 **MR. KOEHLER:** Thank you, Your Honor. In that
22 example, the big difference is Mr. Wilson is a
23 party to the Note and Mortgage which the Regime
24 Solutions is not. As the court noted, they
25 took this property subject to the recorded



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1 interest, specifically my client's mortgage.
2 And Mr. Hale's correct that they do have a
3 right of redemption, which is the right to pay
4 off our judgement or pay off our loan ---

5 **THE COURT:** And keep the property?

6 **MR. KOEHLER:** Sir? And keep the property, which is
7 what the Rule to Show Cause is designed to do
8 is to give them that opportunity here and now
9 that you know what our judgement amount is.
10 It's a matter of public record. This is the
11 way that omitted parties have been dealt with
12 before, especially parties who are junior in
13 interest to the mortgage as Regime Solutions
14 is. The court has issued a Summons and -- and
15 the Regime Solutions memo they talk about the
16 jurisdiction of the court to do this. This
17 property is properly under the jurisdiction
18 because it's in Richland County and it was
19 referred to the court properly. The court
20 retained jurisdiction for matters just like
21 this. And then the court has now issued a
22 Summons to them to exercise jurisdiction over
23 them.

24 **THE COURT:** Uh-huh.

25 **MR. KOEHLER:** And this is why we think they should



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1 be bound unless they can show that there is
2 some other issue other than a desire to pay it
3 off which they have the opportunity to do now.

4 **THE COURT:** Let me point out that normally we, you
5 know, we routinely allow the joinder of omitted
6 lienholders, and that's something I do in cases
7 where there's no contest, nobody's fighting
8 about it. Usually we have the hearing and the
9 omitted lienholder never shows up or -- there's
10 one attorney who is now deceased who would show
11 up and ask that his client be paid to be bound
12 by the foreclosure. But that's not the best
13 way to do it. And typically, and I've told
14 lawyers this, in cases of a contest, the best
15 way to do it is to start all over again and
16 name everybody that ought to be named. And I'm
17 a little -- and I'll just tell you all bluntly,
18 we see exclusions so much now I'm thinking --
19 I never thought -- I don't think I've ever had
20 y'all come and argue that you should be bound
21 by a foreclosure of a mortgage. I mean unless
22 I'm ---

23 **MR. HALE:** I think we may be ---

24 **THE COURT:** --- confusing you with somebody else.

25 **MR. HALE:** I think we may be parsing words here.



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1 My client's always going to be bound by the
2 senior mortgage.

3 **THE COURT:** Right.

4 **MR. HALE:** I would never take the position that
5 we're not. In fact, I believe that almost
6 every foreclosure action where my client comes
7 and bids the judgement will indicate that there
8 is actually a senior encumbrance. So, I mean,
9 even if they weren't on constructive notice
10 from the ROD's office, it's actually in your
11 proof most of the time.

12 **THE COURT:** Yeah. But usually the confusion arises
13 when the couple or the family that's lost their
14 home from the Homeowner's Association
15 foreclosure gets sued again by the mortgage
16 company.

17 **MR. HALE:** Sure.

18 **THE COURT:** And in those cases, your client, I
19 think, always argues that, listen, we're not,
20 we're not assuming the mortgage. We're not
21 bound to pay this.

22 **MR. HALE:** See that's -- when we're talking about us
23 -- that's why I say that's what we're having --

24 -

25 **THE COURT:** Yeah.



1 MR. HALE: --- fine points where we're getting
2 things a little -- we are bound by the
3 mortgage. We cannot under -- we cannot
4 legally, nor could this court, without
5 committing error, force my client to become
6 assumed of the note, the obligation to pay. My
7 client is bound by the mortgage, though.

8 THE COURT: Right.

9 MR. HALE: So there are two separate -- in that
10 regard. And that's just the function of the
11 law. My client -- there's a number of cases my
12 client would love to assume the note on. Love
13 to. They would love to be able to get in there
14 and start making payments and rent the property
15 out. It's got equity and just build it up over
16 time and then sell it off at a future date, but
17 I can't do it. And the reason -- there's a lot
18 of reasons I can't do it. One is the bank's
19 never even going to talk to me. So if I picked
20 up -- and you can -- I'm sure counsel with
21 agree with me on this, if I asked him, if Your
22 Honor vacates this judgement of sale, I ask
23 them tomorrow to send me over discovery, he's
24 going to say, well you're not a party. So the
25 Gramm-Leach-Bliley Act, the Dodd-Frank, Gramm-



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1 Leach-Bliley, FDCPA, all prohibit me giving you
2 this pot of information on this debtor so we're
3 going to have to come to court and ask for a
4 protective order. That's the same thing I'm
5 going to get on the telephone when I call up
6 whoever and I don't know exactly how I'm going
7 to call up Deutsche Bank Trustee for Indymac
8 whatever, I don't have any way to really do
9 that. So there's that.

10 **THE COURT:** Uh-huh.

11 **MR. HALE:** One, I don't know if there's a servicer
12 on it. That's not public record. I don't know
13 who actually holds it because a lot of the time
14 the assignments aren't recorded until right
15 before the foreclosure starts..

16 **THE COURT:** Uh-huh.

17 **MR. HALE:** And even if I could figure out who the
18 servicer was, who actually had the loan and who
19 I could talk to, they wouldn't give me any
20 information anyway so I don't have any way of
21 knowing or having a way to assume myself of
22 that note. I would point out that the case
23 that counsel is relying on, other cases, the
24 line of cases, where we deal with -- deal with
25 creditors, lienholders in this fashion is when



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1 we're dealing with lienholders. So when we
2 have a junior lienholder, a judgement creditor,
3 a second mortgage or a tax lien, somebody whose
4 lien is subsequent in time to the original
5 mortgage, then they have very limited things to
6 which they can argue. And so a court has
7 carved out this for lienholders. We're not a
8 lienholder. We're not junior. We are the fee
9 owner of the property. There is no junior
10 going on here. My client is subject to but
11 he's -- my client is no more junior than
12 Derrick Wilson was before the HOA foreclosure.
13 He's not a junior anything. He is the fee
14 owner of the property.

15 **THE COURT:** Okay. I think that -- I'm sorry, Mr.
16 Koehler, go ahead.

17 **MR. KOEHLER:** I'll just add that the reason we rely
18 on those cases is because omitted lienholders
19 have the same right of redemption as his client
20 and this is the opportunity for them to pay the
21 judgement or be bound by the foreclosure.

22 **THE COURT:** Okay. And again, for clarity of the
23 record, I get the feeling somebody -- another
24 forum might be reading this record. Let me get
25 the facts straight. Mr. Hale, your client



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1 bought the property at a foreclosure sale?

2 MR. HALE: That's correct, Your Honor.

3 THE COURT: It was a foreclosure of a homeowner's
4 association that hadn't been paid ---

5 MR. HALE: That's correct.

6 THE COURT: --- their dues or their fees after your
7 client took title of the property. There was
8 a foreclosure filed by Mr. Koehler's client, by
9 Deutsche Bank National Trust Company against
10 Derrick Wilson.

11 MR. HALE: That's correct.

12 THE COURT: Is that correct?

13 MR. KOEHLER: Yes, sir.

14 THE COURT: Okay. So, Mr. Koehler, what gave your
15 client the right to sue Mr. Wilson who'd
16 already lost his home in a previous
17 foreclosure. The note and mortgage or the --
18 you know, what gave you that right, I guess I
19 should say.

20 MR. KOEHLER: The note would give us that right as
21 would the mortgage. We were in privity of the
22 contract with him. Our foreclosure was based
23 on the breach of that contract.

24 THE COURT: But the mortgage secures the note.

25 MR. KOEHLER: Yes, sir.



1 THE COURT: Right?

2 MR. KOEHLER: Yes, sir.

3 THE COURT: Now, how can he be held liable if he no
4 longer owns the collateral?

5 MR. KOEHLER: Because he -- his obligation under the
6 note is separate from the collateral
7 possession. If he defaulted under the note as
8 he did, the holder of the note and mortgage has
9 the option to seek breach of the note
10 personally or the equitable remedy to sell the
11 property at foreclosure.

12 THE COURT: Did y'all do that or did you just
13 foreclose?

14 MR. KOEHLER: We just foreclosed.

15 THE COURT: All right. So, I'm not going to argue
16 that you wouldn't have the right to sue him on
17 the note, in fact, that would be an alternative
18 to foreclosure. But you chose to foreclose and
19 you, again, he didn't have -- he didn't own the
20 collateral.

21 MR. KOEHLER: Correct, Your Honor. He did not.

22 THE COURT: Okay. Now, Mr. Hale, you want me to set
23 aside the sale that foreclosed against Mr.
24 Derrick?

25 MR. HALE: That's correct, Your Honor.



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1 THE COURT: And you say your client has standing to
2 do that because your client is the owner of the
3 property?

4 MR. HALE: That's correct, Your Honor. Because the
5 sale has resulted in a cloud on my client's
6 title. And, candidly, my client had a tenant
7 in the property for a period of time. That
8 tenant is being very reluctant to pay because
9 they obviously know of these proceedings and
10 they know of the -- this -- all of these going
11 ons, so they don't -- they need this title,
12 this cloud on the title to be cleared.

13 THE COURT: Who is the tenant?

14 MR. HALE: I don't know. My client doesn't tell me
15 who they've got in the property or anything
16 like that. But I will -- I want to put one
17 more thing out to you about this.

18 THE COURT: Yes.

19 MR. HALE: The underlying summons and complaint is
20 going to have allegations like Mr. Wilson
21 signed the note, Mr. Wilson signed the
22 mortgage, Mr. Wilson defaulted and ---

23 THE COURT: Right.

24 MR. HALE: --- dah, dah, dah, dah, dah. The
25 underlying foreclosure is wrong. It's flat out



1 factually wrong.

2 **THE COURT:** Uh-huh.

3 **MR. HALE:** Your final decree is going to say that
4 they were foreclosing Mr. Wilson's interest and
5 he had none to foreclose. It's just flat out
6 wrong.

7 **THE COURT:** Okay.

8 **MR. HALE:** It's just an absolute error.

9 **MR. KOEHLER:** An error of which we seek to resolve
10 today through the Rule to Show Cause.

11 **THE COURT:** And let me tell you that the policy
12 that's driving my thought, my thinking. Quite
13 frankly we see a lot of families come through
14 who lost their home because of a regime fee
15 foreclosure in a condominium or a homeowner
16 association foreclosure with a regular
17 subdivision, single family homes, and the banks
18 sue them later for not paying the note and
19 mortgage. Now, from their perspective, they've
20 already lost the property, why should they
21 continue paying the note and mortgage. And the
22 bank comes in and says, no, we have to
23 foreclose against them anyway because they
24 signed the note, you know. And that gives you
25 -- the note secures the lien. I think there's



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1 -- there's something legislature might be able
2 to do about this problem and the reason I'm
3 thinking about it all the time is it doesn't
4 seem fair to me that you lose your home, you
5 know, one month in a homeowner's association
6 foreclosure and the next month you get sued by
7 the person that has the note and mortgage. I
8 would appreciate from both sides briefs on that
9 issue and give me, you know, some more support
10 for each position. How long will it take y'all
11 to submit proposed orders? I guess -- well,
12 when I say proposed order and brief I'm talking
13 two different things. You might want to submit
14 a brief and a proposed order. The brief would
15 be, of course, the argument trying to rule in
16 favor of your client. And the order would be
17 something that if you had your druthers I'd
18 just read it and sign it without it being
19 changed. So I'm asking for both a brief and a
20 proposed order. Now, how much time do y'all
21 need?

22 **MR. KOEHLER:** I believe we can do it in two weeks,
23 Your Honor.

24 **THE COURT:** Okay. Does that suit you, Mr. Hale?

25 **MR. HALE:** Yes, Your Honor.



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1 THE COURT: All right. Today is Friday, October
2 21st. Y'all get back to me by November 4th.

3 MR. KOEHLER: Thank you, Judge.

4 MR. HALE: Can I put one more thing on the record
5 just so I ---

6 THE COURT: Oh, yes, sir.

7 MR. HALE: --- just so I perfect it for purposes of
8 appeal if I need to do so.

9 THE COURT: Yes, sir.

10 MR. HALE: I'd also point out that this argument
11 that they're making, it has to be under Rule 60
12 because I can't come up with any other rule
13 that it would come up under. And it must also
14 incorporate some measure of joinder, post-
15 judgement joinder.

16 THE COURT: Uh-huh.

17 MR. HALE: Which I also don't know where that would
18 come in as well, but this motion would have to
19 be under Rule 60. 60(b) would be a motion to
20 vacate the judgement, which they're not seeking
21 to do. So, it would only be available under
22 Rule 60(a), which would be for a clerical error
23 or scrivener's error, which this is not. So I
24 would also submit to the court that there is no
25 basis for the relief that they are requesting



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1 under the law.

2 MR. KOEHLER: Other than the case law were omitted
3 lienholders have been bound repeatedly in the
4 Common Law versus Bender.

5 THE COURT: All right. Anything else today?

6 MR. HALE: No, I think that should be it.

7 MR. KOEHLER: Nothing from the Plaintiff.

8 THE COURT: All right. I look forward to hearing
9 from you.

10 MR. KOEHLER: Thank you, Your Honor.

11 THE COURT: Thank you.

12 (There being nothing further, the hearing adjourned
13 at 11:29 a.m.)
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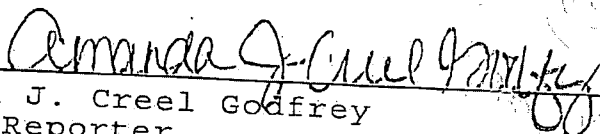
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CERTIFICATE

This is to certify that the hearing consisting of twenty-five (25) pages, is a true and correct transcript of the testimony given by said witnesses after being duly sworn; said hearing was reported by the method of Stenomask with Backup.

I further certify that I am neither employed by nor related to any of the parties in this matter or their counsel; nor do I have any interest, financial or otherwise, in the outcome of same.

IN WITNESS WHEREOF I have hereunto set my hand and seal on February 14, 2017.



Amanda J. Creel Godfrey
Court Reporter

Notary Public for South Carolina
My Commission Expires: August 17, 2021.



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MASTER'S DEED)
State of South Carolina)
COUNTY OF Richland)

TO ALL WHOM THESE PRESENT SHALL CONCERN:

I, Joseph M. Strickland, as Master in Equity for Richland County, in said State, send greetings:

WHEREAS, in an action in the Court of Common Pleas in Richland County between **Rolling Creek Community Association of Irmo, as Plaintiff, vs. Derrick Wilson, as Defendant, Case Number 2014-CP-40-5831**, by an Order dated **June 5, 2015** it was decreed that the property hereinafter described should be sold by the Master in Equity for Richland County on the terms and for the purposes mentioned in the Order(s) granted in the case; and

WHEREAS, I the undersigned, as Master in Equity for Richland County, after due advertisement of the said property for sale at public outcry, did openly and publicly, and after the matter of auction, sell the said property on **July 6, 2015** for the sum of **\$9,000.00** said sum being the highest amount bid at said sale and having been made by **Regime Solutions the hereinbelow named grantee and said grantee having paid the bid.**

NOW, KNOW ALL MEN, That I, the undersigned, as Master in Equity for Richland County, pursuant to the foregoing and also in consideration of the said bid paid as aforesaid by the said hereinbelow named grantee, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and by these presents do grant, bargain, and release the following described property unto the grantee,

Grantee's Name : **Regime Solutions**
752 Blanding Blvd #109
Orange Park, FL 32065

See attached property description.

Subject to assessments, Richland County taxes, existing easements, easements and restrictions of record, and other senior encumbrances.

TOGETHER, with all and singular the hereditaments, rights, members and appurtenances whatsoever to the said property belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also any estate, right, title, interest, dower, possession, benefit, claim or demand therein whatsoever of all parties to the said suit and of all other persons who might rightfully claim the same or any part thereof, by, from, or under them, or either of them;

Book 2047-721
2015056552 08/03/2015 09:29:50.563 Master's Deed-Foreclosure
Fee:\$10.00 County Tax: \$9.90 State Tax: \$23.40



TO HAVE AND TO HOLD the said property, with its hereditaments, privileges, and appurtenances, unto the said grantee, their successors and assigns for their own use, benefit, and behoof, forever.

IN WITNESS WHEREOF, I, the undersigned, as Master in Equity for Richland County, under and by virtue of the said Order(s), have hereunto set my Hand and Seal the 27th day of July, in the year of our Lord Two Thousand and Fifteen, and in the Two Hundred and Thirty-eighth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED)

In the Presence of:)

Fristelka Cornelius)
[Signature])

State of South Carolina)
COUNTY OF RICHLAND)

[Signature] (Seal)
Master in Equity, Richland County

PERSONALLY APPEARED the above named witness and made oath that (s)he saw the within named Joseph M. Strickland, as Master for Richland County, sign, seal and as his act and deed, deliver the within Deed; and that (s)he with the other above named witnessed the execution thereof.

Fristelka Cornelius

SWORN TO AND SUBSCRIBED before me on this 27th day of July, 2015.

[Signature]

NOTARY PUBLIC FOR SOUTH CAROLINA
My commission expires: August 27, 2023

All that certain piece, parcel, or lot of land, together with the improvements thereon, situate, lying and being in the County of Richland, State of South Carolina, and being shown and designated as Lot 1.6 on a plat of Rolling Creek, Phase IV, as shown on a bonded plat prepared for Dutch Fork Development Group dated August 15, 2002 and last revised on September 25, 2002 and recorded in the Office of the Register of Deeds for Richland County, South Carolina in Book 710 at Page 1303. The same being more particularly shown on a plat prepared for Derrick Wilson and Kristina K. Thompson by Belter & Associates, Inc. dated September 29, 2005 and recorded in said records. Reference is hereby made to said latter plat for a more complete and accurate description hereof, be all measurements a little more or less.

This being the same property given to Derrick Wilson by deed of Kristina K. Thompson dated 08/25/2006 and recorded in the Richland County Register of Deeds Office on 09/03/2006 in Book 1227 at Page 749.

Property Address: 202 Dutchfork Creek Trail
TMS# R02611-04-21

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

Deutsche Bank National Trust Company as
Trustee for Indymac INDX Mortgage Loan Trust
2006-AR29, Mortgage Pass-Through Certificates
Series 2006-AR29,

Plaintiff,

vs.

Derrick Wilson a/k/a Derrick P. Wilson; et al.,

Defendant(s).

IN THE COURT OF COMMON PLEAS

CASE NO.: 2015-CP-40-04940

ACCEPTANCE OF SERVICE

2016 SEP 27
JEANETTE B. GIBBS
RICHLAND COUNTY
FILED
PH 2:03

The undersigned hereby accepts service of process of the Summons and Rule to Show Cause and the Motion for Joinder and Rule to Show Cause, filed August 15, 2016, on behalf of Defendant, Regime Solutions, and waives formal service of process on behalf of said Defendant.

Date: August 31, 2016



Eric C. Hale
S.C. Bar No. 71768
Attorney for Regime Solutions

Place of Acceptance:
1300 Pickens St.
Columbia, South Carolina

B&S File No.: 16-13335 TR01

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Hon. Joseph M. Strickland, Master-In-Equity

Appellate Case No. 2016-002546

Deutsche Bank National Trust Company as Trustee for Indymac INDX Mortgage Loan Trust
2006-AR29, Mortgage Pass-Through Certificates Series 2006-AR29, Plaintiff

v.

Derrick Wilson a/k/a Derrick P. Wilson; Branch Banking and Trust Company of South Carolina;
Rolling Creek Community Association of Irmo, Defendants

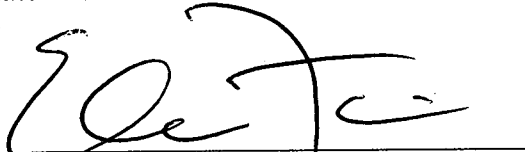
Regime Solutions, LLC, Third Party Bidder
of which

Regime Solutions, LLC.....Appellant

Deutsche Bank National Trust Company, et. al.....Respondent

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.



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Elias Fain, S.C. Bar # 101193
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Attorneys for Appellant

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SC Court of Appeals