

IN THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

APPEAL FROM JASPER COUNTY  
Court of Common Pleas

The Honorable Benjamin C.P. Sapp  
Jasper County

Case No. 2015-CP-27-00524  
Appellate Case No. 2017-002286

**RECEIVED**  
JUL 20 2018  
SC Court of Appeals

Deutsche Bank National Trust Company,  
As Trustee for GSAA Home Equity Trust  
2006-17, Asset-Backed Certificates, Series 2006-17,

Respondent,

v.

Louise Legare-Gardner; One West Bank, National Association  
s/b/m to IndyMac Bank, F.S.B.,

Defendants,

Of Whom Louise Legare-Gardner is

Appellant.

SECOND SUPPLEMENTAL RECORD ON APPEAL

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Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17*

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Attorneys for Respondent

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**Louise Legare-Gardner**  
**Post Office Box 2443**  
**Bluffton, SC 29910**

**Appellant**

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STATE OF SOUTH CAROLINA

COUNTY OF JASPER

Deutsche Bank National Trust Company, as  
Trustee for GSAA Home Equity Trust 2006-17,  
Asset-Backed Certificates, Series 2006-17,

Plaintiff,

v.

Louise Legare-Gardner; CIT Bank, National  
Association s/b/m to IndyMac Bank, F.S.B.,

Defendants.

IN THE COURT OF COMMON PLEAS

C/A NO: 2015-GF-27-00524

RECORD OF HEARING

FOR

FORECLOSURE CASE

Pursuant to the Order of Reference granted in the above-entitled cause, a hearing was held herein on April 1, 2016 at 11:00 AM, before the Honorable Benjamin C.P. Sapp, Special Referee for Jasper County, South Carolina.

APPEARANCES: Brock & Scott, PLLC, Attorneys for the Plaintiff.

Attorney for Plaintiff calls attention to the filing of the Lis Pendens in the Office of the Clerk of Court for Jasper County on December 7, 2015. Also calls attention to the filing of the original Summons and Notice and Complaint on December 7, 2015. Also calls attention to the Affidavits of Service showing service of Summons and Complaint on each defendant as indicated in the Affidavits recorded in the Office of the Clerk of Court for Jasper County.

Also calls attention to the filing of the affidavit showing the Defendant CIT Bank, National Association s/b/m to IndyMac Bank, F.S.B. is in default and that no Defendant is in the Military Service of the United States of America, as contemplated under The Servicemembers' Civil Relief Act (fka The Soldiers' and Sailors' Civil Relief Act of 1940) as amended. Also calls attention to the Order of Reference of record herein issued in Jasper County, wherein the above-entitled cause was referred to Benjamin C.P. Sapp, as Special Referee "to take the testimony arising under the pleadings and to make his findings of fact and



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conclusions of law and with authority to enter final judgment in the case. An appeal from the final judgment so entered shall be made directly to the Supreme Court of South Carolina."

The Defendant Louise Legare-Gardner answered in this action and has been notified of the time and date of this hearing.

WHEREUPON, the undersigned attorney reported as follows: I am the attorney for the Plaintiff in this action.

From the original records in my possession, from the complaint herein and from examination of the records in the office of the Clerk of Court for Jasper County, I find that on July 24, 2006, the Defendant Louise Legare-Gardner gave a certain written promissory Note unto Quicken Loans Inc., in the principal sum of \$188,000.00 together with interest at an adjustable rate per annum (said principal and interest being payable in monthly installments).

I offer a copy of the original Note in evidence.

Note identified, offered and received in evidence.

I call attention to the provisions of the Note with reference to default. I also call the Court's attention to the provisions in the Note with reference to payment of costs and attorney's fees. On the same date, Louise Legare-Gardner gave a certain written mortgage unto Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans Inc. (hereinafter "Mortgage") which Mortgage contains the same terms and provisions as the Note just offered in evidence and conveyed by way of Mortgage the identical property described in the complaint in this action, (hereinafter "Property") which Property is situate in Jasper County, South Carolina.

Thereafter, on August 1, 2006, the Mortgage was recorded in the Jasper County Registry in Mortgage Book 452 at Page 231.

This Mortgage constitutes a valid purchase money, first lien covering the property therein described.

I offer a copy of the original Mortgage as evidence. Mortgage identified, offered and received in evidence.

File reference: 15-23075

Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17 by assignment recorded on February 6, 2012 in Book 822 at Page 122.

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 failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court

The following parties claim or may claim an interest in the Property by virtue matters listed below:

The Defendant, CIT Bank, National Association s/b/m to IndyMac Bank, F.S.B., has or may claim to have some interest in the Property by virtue of a mortgage given by Louise Legare-Gardner, in the original principal amount of \$47,000.00, which mortgage was recorded/filed or assigned to Defendant in the Jasper County Records on 08/01/2006 in Book 452 at Page 252 assigned from Mortgage Electronic Registration Systems, Inc. as nominee for Quicken Loans Inc. by assignment recorded on 09/11/2007 in Book 588 at Page 53. Said lien is junior and subordinate to Plaintiff's mortgage and should be removed from the title to the Property.

The Defendant, Louise Legare-Gardner, has or may claim to have some interest in the Property by virtue of a certain deed of Louise Legare-Gardner purporting to convey an interest in the subject property to aforementioned defendant. Said deed being recorded 07/17/2012 in the Jasper County Records in Book 830 at Page 572. Any interest that this Defendant received in the subject property is "subject to" Plaintiff's Mortgage and this interest should be eliminated from the title to the Property.

Upon examination of the records in said Clerk of Court's office, it appeared there were no persons other than the parties to this action having any liens or claims against the subject property, by way of assessment or otherwise, as of the date of filing the notice of pendency of this action.

File reference: 15-23075

The monthly installments as provided for in said Note and Mortgage were not paid in accordance with the terms and conditions thereof, and, therefore, the Note and Mortgage are in default; and, as a result thereof, the Plaintiff has elected to declare the entire unpaid amount immediately due and payable.

Demand was made upon the Defendants but payment has not been received. 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:	03/21/16		\$ 187,999.55
Accrued interest from:	01/01/10	to: 04/01/16	\$ 32,527.85
Accruing at:	3.375% per annum		
Advancements to Escrow			\$ 24,089.16
Corporate Advances			\$ 6,431.15
Late charges:			\$ 870.33
Costs of collection prior to hearing:			\$ 680.96
Attorney's fees:			\$ <u>4,028.00</u>

Total Debt secured by Note and Mortgage, including interest to date: \$256,627.00. With respect to attorney fees, in view of the potential liabilities inherent in a real property matter, the attendant responsibilities, and the size of the mortgage debt, a reasonable attorneys' fee would be \$4,028.00. The law firm was engaged by the Plaintiff to foreclose the mortgage as expeditiously as possible, given the detriment to Plaintiff's equity position as a direct result of increasing losses from the running of interest. Plaintiff must also comply with investor requirements, government or private insuring agreements. Upon receipt of the case file, the title was examined to identify all parties having or claiming any interest in the subject real estate. The following non-inclusive list of pleadings and other documents have been prepared or reviewed in this action:

1. Lis Pendens and any amendment thereto
2. Summons and Complaint and any amendment thereto
3. Affidavits and proposed Orders for publication
4. Affidavit of Default
5. Affidavit Regarding Military Status
6. Order of Reference
7. Notice(s) of Hearing
8. Record (Transcript) of Testimony
9. Proposed Special Referee's Report and Judgment of Foreclosure and Sale
10. Notice of Sale

File reference: 15-23075

Additionally, the pleadings were drafted and served upon each defendant personally or by statutory/substitute service; reinstatement and payoff figures and payment histories were provided as requested or required. We scheduled the hearing in this matter.

Future duties include forwarding copies of the Judgment to appearing defendants, obtaining bidding instructions from Plaintiff or its designee, representing Plaintiff at the sale or arranging for such representation, preparing an Order of Sale or Report on Sale and Disbursements and Order Confirming Sale, and preparing the Special Referee's Deed and any other documents necessary in this particular action.

In addition to the time expended to date in prosecution of this action, we anticipate a minimum additional four hours after the hearing. Moreover, depending upon the interest shown by defendants, third parties, or counsel for either and the inherent negotiations required thereby, other time may also be committed to the completion of the case. In that regard, I would reserve the right to re-visit the question of attorney fees should the action proceed in an unexpected way.

In regard to the professional standing of counsel, representation of the Plaintiff has been undertaken by the firm of Brock & Scott, PLLC. The attorneys primarily involved in this representation have been Jason L. Branham, Brian L. Campbell, Suzanne E. Brown and William P. Stork. They concentrate their practice in the areas of foreclosure, creditor-bankruptcy and residential real estate.

Furthermore, this fee is in line with the fee customarily charged by counsel with similar experience in this particular locality. Also the Plaintiff's attorneys have achieved the beneficial result of a prompt foreclosure of the mortgage.

The Plaintiff has specifically waived its right to a personal or deficiency judgment. The undersigned is not aware of any paving or other special assessments against the subject property.

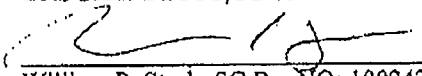
We would ask that the mortgage be foreclosed, that the property be sold at public auction in accordance with law, that the sale be made subject to any liens for taxes and any special assessments of record against such property which have not been removed by these proceedings; also; subject to payment by the

File reference: 15-23075

purchaser of interest at 3.375% per annum, the Note's current rate, on the balance of the bid from the date of sale to date of compliance with the bid; also, subject to any existing easements or restrictions of record; and also subject to payment by the purchaser for preparation of the deed and deed stamps.

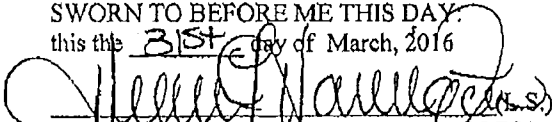
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SWORN

BROCK & SCOTT, PLLC

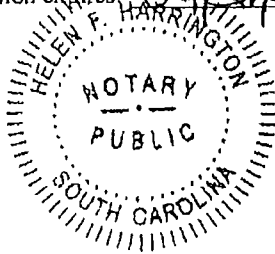


William P. Stork, SC Bar NO; 100242  
3800 Fernandina Road, Suite 110  
Columbia, SC 29210  
Telephone 803-454-3540  
ATTORNEYS FOR PLAINTIFF

SWORN TO BEFORE ME THIS DAY:  
this the 31<sup>st</sup> day of March, 2016



NOTARY PUBLIC FOR SOUTH CAROLINA  
My Commission expires 04/21/2019



File reference: 15-23075

IN THE STATE OF SOUTH CAROLINA  
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APPEAL FROM JASPER COUNTY  
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Jasper County

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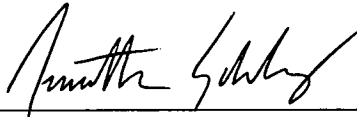
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RULE 210(g) CERTIFICATE OF COUNSEL

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Pursuant to Rule 210(g) of the South Carolina Appellate Court Rules, I hereby certify that the foregoing Second Supplemental Record on Appeal filed by Respondent Deutsche Bank National Trust Company, As Trustee for GSAA Home Equity Trust 2006-17, Asset-Backed Certificates, Series 2006-17 ("Deutsche Bank") contains all material proposed to be included by any of the parties (excluding the material Appellant already included in the Record on Appeal and excluding the material Deutsche Bank already included in the Supplemental Record on Appeal) and not any other material.<sup>1</sup>

This 19<sup>th</sup> day of July, 2018.

  
Jonathan Schulz (SC Bar No. 79850)

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<sup>1</sup> By way of reference, Deutsche Bank inadvertently excluded the document included in the foregoing Second Supplemental Record on Appeal from its Designation of Matter. Therefore, the document was not contained in the Record on Appeal or in the Supplemental Record on Appeal. By Order dated July 10, 2018, the Court granted Deutsche Bank's motion for leave to file the foregoing Second Supplemental Record on Appeal.

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Second Supplemental Record on Appeal and a copy of undersigned counsel's Rule 210(g) Certificate of Counsel was deposited in the United States Mail, postage prepaid, and addressed as follows:

Louise Legare Gardner  
P.O. Box 3443  
Bluffton, South Carolina 29910  
*Pro Se*

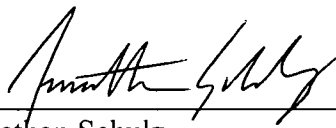
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**RECEIVED**

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**SC Court of Appeals**

This the 19<sup>th</sup> day of July 2018.

  
\_\_\_\_\_  
Jonathan Schulz