

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM THE CHARLESTON COUNTY

MASTER IN EQUITY COURT

HONORABLE JUDGE MIKELL R. SCARBOROUGH

Case No. 2006-CP-10-2859

Appellate Case No. 2012-212524

**RECEIVED**

AUG 18 2014

Deutsche Bank National Trust Company, as Trustee of  
Ameriquest Mortgages Securities, Inc. Asset Backed Passed  
Through Certificates, Series 2005-R4CGM under the Pooling  
And Servicing Agreement dated as May 01, 2005, without recourse,

**SC Court of Appeals**

Respondent,

v.

Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards; Sylvia Anne Lawrence a/k/a Sylviette Anne Lawrence; Glenn Huggins; Micheal Huggins; Donnell Huggins; Samuel Huggins; Ira S. Huggins; Derwin Huggins; Andrean Huggins Cotton a/k/a Adrienne Huggins Cotton; Sharon H. Smack; Dewayne Dixon; Kimberly Nelms; Timothy Nelms; Jennifer Nelms; Michael A. Brown; Demetrius Huggins Nelms; a minor, Darius Simmons; a minor, Dondre Simmons; a minor; Reginald Huggins; Joseph Huggins; Heather Huggins; Barbara Huggins; any other Heirs-at-Law or Devises of Rickey Henry Huggins, Deceased their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devises of Henry Buster Huggins, Jr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devises of Michelle Huggins; Deceased, theirs heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devises of Buster Huggins Sr., Deceased, theirs heirs, Personal Representative, Administrators, Successors and assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons disability being a class designated as Richard Roe; South Carolina Department of Revenue; Safeway Finance; Ford Motor Credit Company; General

Motors Acceptance Corporation; White Directory Holding Carolina, Inc. d/b/a The Talking Phone Book; Monogram Credit Card Bank of Georgia; Michael Twitty; Deborah Twitty; The United States of America, by and through its agency, The Internal Revenue Service; and John C. Bigler..... Defendants,  
Of Whom Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards \_\_\_\_\_ Appellant.

---

SUPPLEMENTAL RECORD ON  
APPEAL

---

Sean M. Foerster  
Rogers & Townsend & Thomas PC  
P. O. Box 100200 (29202)  
220 Executive Center Drive  
Columbia, South Carolina, 29210  
(803) 771-7900

Attorneys for Respondent Deutsche Bank  
National Trust Company, As Trustee of  
Ameriquest Mortgage Securities, Inc.  
Asset Backed Pass Through Certificates,  
Series 2005-R4CGM under pooling  
And Servicing Agreement dated May 1, 2005,  
Without recourse

Vandora M. Huggins-Edwards  
1218 Gunn Avenue  
Charleston, South Carolina  
(843) 801-7392

The Appellant-PRO SE

August 14, 2014

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FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2006-CP-10-2859

Deutsche Bank National Trust Company, as Trustee of  
 Ameriquest Mortgage Securities, Inc., Asset Backed  
 Pass Through Certificates, Series 2005-R4CGM under  
 the Pooling and Servicing Agreement dated as of May  
 1, 2005, without recourse

Vandora M. Huggins-Edwards a/k/a Vandora H.  
 Edwards; et al.

PLAINTIFF

DEFENDANTS

Submitted by:

Sean M. Foerster (SC Bar # 77466)  
 Attorneys for the Plaintiff  
 Rogers Townsend & Thomas, PC  
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 Columbia, SC 29202-3200  
 (803) 771-7900 - Tel. (803) 343-7013 - Fax  
 Sean.foerster@rtt-law.com

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 \_\_\_\_\_

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
		\$
		\$

FILED  
 2012 FEB 15 AM 10:09  
 JUSTICE CLERK OF COURT  
 RY

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

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

Master in Equity

Judge Code

Date

3061

2/13/12

**For Clerk of Court Office Use Only**

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

\_\_\_\_\_  
ATTORNEY(S) FOR THE PLAINTIFF(S)

\_\_\_\_\_  
ATTORNEY(S) FOR THE DEFENDANT(S)

\_\_\_\_\_  
CLERK OF COURT

Court Reporter: \_\_\_\_\_

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Deutsche Bank National Trust Company, as  
Trustee of Ameriquest Mortgage Securities, Inc.,  
Asset Backed Pass Through Certificates, Series  
2005-R4CGM under the Pooling and Servicing  
Agreement dated as of May 1, 2005, without  
recourse,

Plaintiff,

v.

Vandora M. Huggins-Edwards a/k/a Vandora H.  
Edwards; et al.;

Defendants.

(10378.62 SMF);

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2006-CP-10-2859

ORDER

FILED  
2012 FEB 15 AM 10:09  
CLERK OF COURT  
BY

This matter came before the Court at a hearing on January 27, 2012, regarding Plaintiff's Motion for Partial Summary Judgment and Plaintiff's Motion for Default Judgment. Sean M. Foerster, Esquire, appeared on behalf of Plaintiff Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse ("Plaintiff"). Arthur C. McFarland, Esquire, appeared on behalf of Defendant Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards. Defendant John C. Bigler, *pro se*, appeared on behalf of himself. Based on the pleadings, the motions with the affidavit and exhibits filed therewith, and the arguments of the parties, the Court finds as follows:

**I. Motion for Default Judgment**

Plaintiff's Motion for Default Judgment as to certain defendants is granted for the reasons set forth herein.

**FINDINGS OF FACT**

1. Plaintiff seeks a declaration that twenty-five (25) of the defendants in this action are in default for failure to answer or otherwise respond to the Second Amended Complaint and that these twenty-five defendants have thereby admitted the allegations set forth in the Second Amended Complaint.

2. As shown by the Affidavits of Service filed herein, the following fifteen (15) defendants were personally served with Plaintiff's First Amended Lis Pendens, First Amended Summons and Notices, and First Amended Complaint, filed herein on September 2, 2008, but failed to plead or otherwise respond:

- Michael Twitty
- Deborah Twitty

- Barbara Huggins
- Sylvia Anne Lawrence a/k/a Sylviatte Anne Lawrence
- Heather Huggins
- Joseph Huggins
- Reginald Huggins
- Sharon H. Smack
- Samuel Huggins
- Donnell Huggins
- Michael A. Brown
- Timothy Nelms
- Jennifer Nelms
- Dewayne Dixon
- Derwin Huggins

3. Plaintiff also served these fifteen defendants with the Second Amended Lis Pendens, Second Amended Summons and Notices, and Second Amended Complaint by regular mail to their last known addresses on December 8, 2010. These defendants failed to respond to that pleading.

4. By Order entered on December 13, 2010, the Court permitted Plaintiff to serve the Second Amended Lis Pendens, Second Amended Summons and Notices, and Second Amended Complaint on the following eight (8) defendants by publication pursuant to S.C. Code Ann. § 15-9-710 *et seq.*:

- Kimberly Nelms
- Michael Huggins
- Andean Huggins Cotton a/k/a Adrienne Huggins Cotton
- Any other Heirs-at-Law or Devises of Ricky Henry Huggins, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them
- Any other Heirs-at-Law or Devises of Henry Buster Huggins, Jr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them
- Any other Heirs-at-Law or Devises of Michelle Huggins, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them
- All unknown persons with any right, title or interest in the real estate described herein
- Any other Heirs-at-Law or Devises of Buster Huggins, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them

5. As shown by the Affidavit of Publication filed herein, service by publication on these eight defendants was completed through The Post and Courier as of April 12, 2011, but these defendants failed to plead or otherwise respond to the Second Amended Complaint.

6. The following two (2) defendants were properly served with and responded to the First Amended Complaint:

- Ford Motor Credit Company
- Monogram Credit Card Bank of Georgia

7. However, despite their counsel being properly served with the Second Amended Lis Pendens, Second Amended Summons and Notices, and Second Amended Complaint, these two defendants failed to plead or otherwise respond to the Second Amended Complaint.

#### CONCLUSIONS OF LAW

The Court finds that the twenty-five defendants identified above are in default for failure to respond to the Second Amended Complaint.

“When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend as provided by these rules and that fact is made to appear by affidavit or otherwise, the clerk shall enter his default upon the calendar (file book).” Rule 55(a), SCRPC. “Averments in a pleading to which a responsive pleading is required, other than those as to the amount of damage, are admitted when not denied in the responsive pleading.” Rule 8(d), SCRPC.

Having failed to respond to the Second Amended Complaint, these defendants have admitted the allegations set forth in the Second Amended Complaint and will be subject to the amount and nature of any judgment resulting from the trial of this case.

#### **II. Motion for Partial Summary Judgment**

Plaintiff’s Motion for Partial Summary Judgment is granted for the reasons set forth herein.

#### UNDISPUTED FINDINGS OF FACT

The Court finds that the following material facts are undisputed and exist without substantial controversy, and are therefore deemed established pursuant to Rule 56(d), SCRPC:

8. On November 17, 2003, Buster Huggins, Sr. and Lucille Huggins made, executed, and delivered unto NovaStar Mortgage Inc. (“NovaStar”) a real estate mortgage (“NovaStar Mortgage”) covering their real property at 1218 Gunn Avenue, Charleston, South Carolina 29407, TMS# 418-05-00-279 (“subject property”). This is the same property that is the subject of this foreclosure action. The NovaStar Mortgage was recorded in the Office of the Register Mesne Conveyance for Charleston County on November 25, 2003, in Book W476 at Page 168.

9. At the time that they gave the NovaStar Mortgage, Buster Huggins, Sr. and Lucille Huggins each held an undivided one-half interest in the subject property.

10. On April 14, 2004, Buster Huggins, Sr. died intestate, and his one-half undivided interest in the subject property passed pursuant to the intestate succession scheme set forth in S.C. Code Ann. §



62-2-101 *et seq.* The individuals who inherited an interest in the subject property from Buster Huggins, Sr. pursuant to the intestate succession scheme are hereinafter referred to as the "Cotenants."

11. The interests of the Cotenants in the subject property were subordinate and subject to the NovaStar Mortgage.

12. On November 15, 2004, Lucille Huggins conveyed all of her interest in the subject property to Defendant Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards by deed recorded on December 2, 2004, in the Office of the Register Mesne Conveyance for Charleston County in Deed Book Y517 at Page 835.

13. On April 6, 2005, Lucille Huggins and Defendant Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards executed and gave an Adjustable Rate Note ("Note") to Ameriquest Mortgage Company ("Ameriquest") in the principal sum of \$120,800.00.

14. To secure the payment of the Note, Defendant Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards gave Ameriquest a real estate mortgage ("Mortgage") covering the subject property. The Mortgage was recorded in the Office of the Register Mesne Conveyance for Charleston County on April 27, 2005, in Mortgage Book R534 at Page 330.

15. The proceeds from Ameriquest's loan to Defendant Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards were used to completely satisfy the debt secured by the NovaStar Mortgage—out of the \$120,800.00 in mortgage loan proceeds from Ameriquest, the closing attorney disbursed \$92,490.22 to NovaStar.

16. A Satisfaction of the NovaStar Mortgage was executed on May 19, 2005, and recorded on June 7, 2005, in the Office of the RMC/ROD for Charleston County in Book Y539 at Page 306.

17. Thereafter, Ameriquest assigned all of its rights and interest in the Mortgage to Plaintiff by Assignment of Mortgage dated July 27, 2006, and recorded on August 21, 2006, in the Office of the Register Mesne Conveyance for Charleston County in Book 598 at Page 671.

18. Because the Cotenants were not a party to the Mortgage, the issue presented by Plaintiff's Motion for Partial Summary Judgment is whether their interests in the subject property should be subject to and encumbered by the Mortgage under the doctrine of equitable subrogation.

#### STANDARD

Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Rule 56(c), SCRPC. "In determining whether a genuine issue of material fact exists, the court must view the evidence and all

reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving party.” *Bass v. Gopal, Inc.*, 395 S.C. 129, 133-34, 716 S.E.2d 910, 912 (2011).

A party opposing a motion for summary judgment need not come forward, but where the record is devoid of any issues of material fact, the moving party is entitled to summary judgment as a matter of law. *Milligan v. Liberty Life Ins. Co.*, 313 S.C. 478, 478, 443 S.E.2d 381, 382 (1994). “When a motion for summary judgment is made and supported as provided in this rule, an adverse party may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial.” Rule 56(e), SCRPC. “If he does not so respond, summary judgment, if appropriate, shall be entered against him.” *Id.*

“If on motion under this rule judgment is not rendered upon the whole case or for all the relief asked and a trial is necessary, the court at the hearing of the motion, by examining the pleadings and the evidence before it and by interrogating counsel, shall if practicable ascertain what material facts exist without substantial controversy and what material facts are actually and in good faith controverted.” Rule 56(d), SCRPC.

#### CONCLUSIONS OF LAW

Viewing the evidence and all reasonable inferences that may be drawn from the evidence in the light most favorable to the non-moving parties, the Court finds that there is no genuine issue as to any material fact relied upon by Plaintiff’s Motion for Partial Summary Judgment. In applying the law to these undisputed facts, the Court finds that Plaintiff is entitled to be equitably subrogated to the rights of NovaStar.

Through the doctrine of equitable subrogation, a subsequent mortgagee can assume the rights of a prior mortgagee. *Dodge City of Spartanburg, Inc. v. Jones*, 317 S.C. 491, 494, 454 S.E.2d 918, 920 (Ct. App. 1995). “The requirements a mortgagee must meet to qualify for equitable subrogation are:

- (1) the party claiming subrogation has paid the debt;
- (2) the party was not a volunteer, but had a direct interest in the discharge of the debt or lien;
- (3) the party was secondarily liable for the debt or for the discharge of the lien;
- (4) no injustice will be done to the other party by the allowance of equitable subrogation; and
- (5) the party asserting the doctrine did not have actual notice of the prior mortgage.”<sup>1</sup>

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<sup>1</sup> The final “actual notice” element of equitable subrogation is inapplicable in this case because Plaintiff is not seeking to use this doctrine to gain priority over an intervening lien.

*Matrix Fin. Servs. Corp. v. Frazer*, 394 S.C. 134, 137, 714 S.E.2d 532, 533 (2011). In *Matrix*, the court resolved the confusion created by prior case law concerning the requirements of “secondary liability” and “direct interest in discharging the debt” by holding that “equitable subrogation is simply not a remedy available to a lender that refinances the original debt owed to it.” *Id.* at 138, 714 S.E.2d at 534. “This conclusion comports with the general view that equitable subrogation contemplates a third party satisfying the original mortgage, not the same party to whom the original debt is owed.” *Id.*

In this case, Ameriquest met the “paid the debt” requirement because the proceeds from Ameriquest’s loan to Defendant Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards were used to completely satisfy the debt secured by the NovaStar Mortgage.

Ameriquest met the “secondary liability” and “direct interest in discharging the debt” requirements as construed by *Matrix* because it was not refinancing its own debt.

Ameriquest’s subrogation to the rights of NovaStar would not work any injustice to the Cotenants because, but for Ameriquest’s mortgage loan, the NovaStar Mortgage would still encumber the interests of the Cotenants. Furthermore, preventing Ameriquest from being equitably subrogated to the rights of NovaStar would allow the Cotenants to receive a windfall in that their ownership interest would now be free and clear of any mortgage lien without them having paid any consideration or obligated themselves on the Note or Mortgage.

For these reasons, Ameriquest would have been entitled to be equitably subrogated to all of the rights previously held by NovaStar in the subject property, including its encumbrance of the interests of every one of the Cotenants in the subject property.

Because Ameriquest assigned all of its rights and interest in the Mortgage to Plaintiff by an Assignment of Mortgage, Plaintiff now stands in the shoes of Ameriquest as to its rights and privileges, including its subrogation to the rights of NovaStar. See *Twelfth RMA Partners, L.P. v. National Safe Corp.*, 335 S.C. 635, 639, 518 S.E.2d 44, 46 (Ct. App. 1999) (“When a contract is assigned, the assignee should have all the same rights and privileges...as the assignor.”).

Having found that the interests of the Cotenants in the subject property were subordinate and subject to the NovaStar Mortgage and that Plaintiff is equitably subrogated to the rights of NovaStar, the Court finds that Plaintiff’s Mortgage constitutes a first priority lien that encumbers the interests of all of the Cotenants in the subject property to the extent of the \$92,490.22 NovaStar debt that was satisfied.

**IT IS THEREFORE ORDERED THAT:**

1. Plaintiff’s Motion for Default Judgment is granted;
2. The following defendants are in default for failure to answer or otherwise respond to the Second Amended Complaint, have thereby admitted the allegations set forth in the Second Amended

9

Complaint, and will be subject to the amount and nature of any judgment resulting from the trial of this case:

- Michael Twitty
- Deborah Twitty
- Barbara Huggins
- Sylvia Anne Lawrence a/k/a Sylviatte Anne Lawrence
- Heather Huggins
- Joseph Huggins
- Reginald Huggins
- Sharon H. Smack
- Samuel Huggins
- Donnell Huggins
- Michael A. Brown
- Timothy Nelms
- Jennifer Nelms
- Dewayne Dixon
- Derwin Huggins
- Kimberly Nelms
- Michael Huggins
- Andrean Huggins Cotton a/k/a Adrienne Huggins Cotton
- Any other Heirs-at-Law or Devises of Ricky Henry Huggins, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them
- Any other Heirs-at-Law or Devises of Henry Buster Huggins, Jr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them
- Any other Heirs-at-Law or Devises of Michelle Huggins, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them
- All unknown persons with any right, title or interest in the real estate described herein
- Any other Heirs-at-Law or Devises of Buster Huggins, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them
- Ford Motor Credit Company
- Monogram Credit Card Bank of Georgia

3. Plaintiff's Motion for Partial Summary Judgment is granted and Plaintiff is equitably subrogated to the rights of NovaStar Mortgage Inc.;

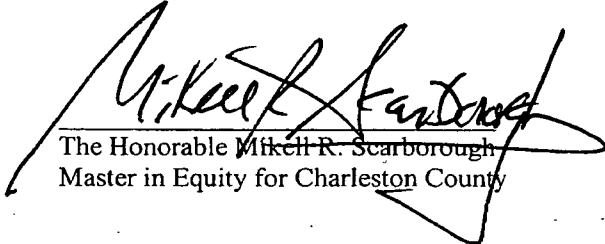
4. Plaintiff's Mortgage constitutes a first priority lien that encumbers the interests of all of the Cotenants. However, as to its lien on the fractional interests of the Cotenants in the subject property, Plaintiff is secured only to the extent of the amount of the loan proceeds used to satisfy the NovaStar debt, which was \$92,490.22; and

5. The Court's ruling that Plaintiff's Mortgage constitutes a first priority lien that encumbers the interests of all of the Cotenants in the subject property is subject to and conditioned upon Plaintiff proceeding with its quiet title cause of action at the trial of this case and putting forth evidence of the identities and respective percentage ownership interests of the Cotenants in the subject property so that the Court may establish with specificity whose interests are encumbered by the Mortgage.

AND IT IS SO ORDERED.

Charleston, South Carolina

Feb. 13, 2012



The Honorable Mikell R. Scarborough  
Master in Equity for Charleston County

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Deutsche Bank National Trust Company, as  
Trustee of Ameriquest Mortgage Securities, Inc.,  
Asset Backed Pass Through Certificates, Series  
2005-R4CGM under the Pooling and Servicing  
Agreement dated as of May 1, 2005, without  
recourse,

Plaintiff,

v.

Vandora M. Huggins-Edwards a/k/a Vandora H.  
Edwards;

Defendant(s).

IN THE COURT OF COMMON PLEAS

DOCKET NO. 06-CP-10-2859

SUMMONS AND NOTICES  
(NON-JURY)  
FORECLOSURE OF REAL ESTATE  
MORTGAGE  
Deficiency Judgment Waived

BY  
JULIE J. ARMSTRONG  
CLERK OF COURT

2006 JUL 24 PM 12:27

FILED

06/9/06

(009088-00508 MPM)  
Loan Number: 0114711120  
Second Loan Number:

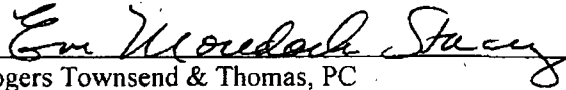
TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 700 Gervais Street, Suite 100, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that 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.

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 Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse.



Rogers Townsend & Thomas, PC  
ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958) Cheryl H. Fisher (SC Bar #15213)  
Reginald P. Corley (SC Bar #69453) Jennifer W. Rubin (SC Bar #16727)  
Ellie C. Floyd (SC Bar # 68635) Michael P. Morris (SC Bar #73560)  
~~Eve Moredock Stacey (SC Bar # 5300)~~ Warren V. Ganjehsani (SC Bar #17040)  
Mary R. Powers (SC Bar #16534)  
700 Gervais Street, Suite 100 Post Office Box 100200 (29202)  
Columbia, SC 29201 (803) 744-4444

Columbia, South Carolina  
July 21, 2006

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

Deutsche Bank National Trust Company, as  
Trustee of Ameriquest Mortgage Securities, Inc.,  
Asset Backed Pass Through Certificates, Series  
2005-R4CGM under the Pooling and Servicing  
Agreement dated as of May 1, 2005, without  
recourse,

Plaintiff,

v.

Vandora M. Huggins-Edwards a/k/a Vandora H.  
Edwards;

Defendant(s).

(009088-00508 MPM)  
Loan Number: 0114711120  
Second Loan Number:

IN THE COURT OF COMMON PLEAS  
DOCKET NO. 06-CP-10-2859

COMPLAINT

(NON-JURY)

FORECLOSURE OF REAL ESTATE  
MORTGAGE  
Deficiency Judgment Waived

FILED  
2006 JUL 24 PM 12: 27  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

Plaintiff alleges:

1. This is an action for the foreclosure of a mortgage upon certain real estate in Charleston County, South Carolina.
2. Pursuant to S.C. Code Section 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff is the owner and holder of the Note and Mortgage described hereafter and the subject of this action.
4. Some lien on or interest in the real estate, the subject of this action, may be claimed by the Defendant(s) herein.
5. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of South Carolina Code Section 15-35-840.
6. Heretofore, on or about April 6, 2005, Vandora M. Huggins-Edwards made, executed and delivered a certain Adjustable Rate Note ("Note") in the principal sum of \$120,800.00,

payable in monthly installments.

7. In order to secure the payment of the Note according to the terms and conditions thereof, Vandora M. Huggins-Edwards made, executed and delivered unto Ameriquest Mortgage Company a certain real estate mortgage ("Mortgage") covering the following described property and any and all improvements to the property, including but not limited to a mobile/manufactured home:

ALL those two (2) lots of land, together with the buildings thereon, situate, lying and being on the public road or street known formerly as Seventh Avenue, but now known as Gunn Avenue, in the portion of Hillsboro called Maryville, in St. Andrews Parish, in the County of Charleston, State of South Carolina, and known and designated as Lot Nos. 322 and 323 on a plat of Hillsboro called Maryville, which plat is recorded in Plat Book "F", at Page 188 of Charleston County. Reference is hereby craved to said plat for a more complete and accurate metes and bounds description.

This being the identical property conveyed to Vandora H. Edwards a/k/a Vandora M. Huggins-Edwards by deed of Lucille Huggins, dated November 15, 2004 and recorded December 2, 2004 in Deed Book Y517 at Page 835.

Property Address: 1218 Gunn Avenue  
Charleston, SC 29407

TMS# 418-05-00-279

8. The Mortgage was signed, witnessed and probated April 6, 2005; thereafter the Mortgage was recorded in the Office of the RMC/ROD for Charleston County on April 27, 2005, in Mortgage Book R534 at Page 330. This Mortgage was subsequently assigned to the Plaintiff herein by assignment.

9. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a first lien on the mortgaged premises.

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. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for January 1, 2006, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of January 1, 2006, the sum of \$120,307.72, with interest at the rate of 8.8% per annum from December 1, 2005, and also for the costs and disbursements of this action, including attorney's fees.

12. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly waived.

13. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to

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prosecute this action and a reasonable value of services of counsel in this action is the sum as the Court may find appropriate.

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

15. The hereinafter named Defendant(s) may have some interest in or lien upon the premises covered by the Mortgage set forth above, or some part thereof, but that such interests or liens are junior and subsequent to the lien of Plaintiff's Mortgage or, if specified below, have been paid in full and either should be satisfied of record or the lien released from the subject real estate. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. None.

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

(1) Under the direction of this Court, ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action.

(2) Declare Plaintiff's Mortgage a first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes, or insurance premiums, and any other expenses which may be due and have been advanced by Plaintiff, with reasonable attorney's fees, and for the costs of this action.

(3) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency.

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

(5) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

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

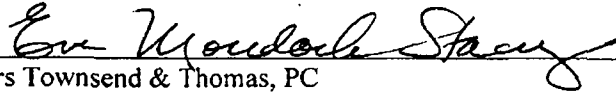
Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and

Third, to the distribution of any surplus pursuant to Rule 71, of the South Carolina Rules of Civil Procedure;

(6) Issue an order directing the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should

the same become necessary;

(7) Order such other and further relief as may be just and proper.



Rogers Townsend & Thomas, PC

ATTORNEYS FOR PLAINTIFF

Samuel C. Waters (SC Bar #5958) Cheryl H. Fisher (SC Bar #15213)

Reginald P. Corley (SC Bar #69453) Jennifer W. Rubin (SC Bar #16727)

~~Ellie C. Floyd (SC Bar # 68635)~~ Michael P. Morris (SC Bar #73560)

~~Eve Moredock Stacey (SC Bar # 5300)~~ Warren V. Ganjehsani (SC Bar #17040)

Mary R. Powers (SC Bar #16534)

700 Gervais Street, Suite 100

Post Office Box 100200 (29202)

Columbia, SC 29201

(803) 744-4444

Columbia, South Carolina  
July 21, 2006

**NOTICE REQUIRED BY THE FAIR DEBT  
COLLECTION PRACTICES ACT  
15 U.S.C. Section 1601, As Amended**

1. The amount of the debt as of January 1, 2006, is the sum of \$120,307.72, with interest at the rate of 8.8% per annum from December 1, 2005, and the costs and disbursements of this action, including attorney's fees.
2. Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse is the Creditor to whom the debt is owed.
3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
4. If you, the Debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt, and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor named in this notice is not the original Creditor, and if you make a request to the Creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to Rogers Townsend and Thomas, PC, Post Office Box 100200, Columbia, South Carolina 29202-3200.
7. This notice should not be construed as a thirty (30) grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

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



07-CP-10-2596

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

IN THE COURT OF COMMON PLEAS  
CASE NO. ~~06-CP-10-2859~~

**MOTION INFORMATION  
FORM  
AND COVER SHEET**

Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse  Plaintiff

v.  
Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards, et al.  Defendant  
Check box above indicating submitting party

<u>name, S.C. Bar no. and address of plaintiff's attorney</u> John J. Hearn (SC Bar # 6635) Rogers Townsend & Thomas, PC 220 Executive Center Drive, Suite 109 (29210) P.O. Box 100200 Columbia, SC 29202-3200 telephone: 803-771-7900      fax: 803-343-7017	<u>name, S.C. Bar no. and address of Defendant's attorney</u>  telephone:                      fax: email:                              other:
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- 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: Amended LPS  
 Estimated Time Needed: \_\_\_\_\_ Court Reporter Needed: YES/NO

**SECTION II: Motion Type**

Written motion attached  
 Form Motion —  
 I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for Plaintiff/Defendant: [Signature]      Date submitted: 8/28/08

**SECTION II: Motion Fee**

PAID—AMOUNT: \$ \_\_\_\_\_  
 EXEMPT:  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: Plaintiff paid this fee when it filed its motion to Amend Complaint on June 18, 2008.

**JUDGE'S SECTION**

Motion Fee to be paid upon filing of the attached order.  
 Other \_\_\_\_\_

JUDGE CODE: \_\_\_\_\_ Date: \_\_\_\_\_

**CLERK'S VERIFICATION**

Collected by: \_\_\_\_\_ Date Filed: \_\_\_\_\_

MOTION FEE COLLECTED: \_\_\_\_\_  
 CONTESTED—AMOUNT DUE: \_\_\_\_\_

SCCA/233 (11/2003)

07-CP-10-2596

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DOCKET NO. 06-CP-10-2859

Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse,

Plaintiff,

FIRST AMENDED SUMMONS AND NOTICES (NON-JURY) QUIET TITLE; EQUITABLE SUBROGATION; FORECLOSURE OF REAL ESTATE MORTGAGE; PARTITION Deficiency Judgment Demanded

v.

Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards; Sylvia Anne Lawrence a/k/a Sylviatte Anne Lawrence; Glenn M. Huggins; Michael Huggins; Donnell Huggins; Samuel Huggins; Ira Huggins a/k/a Ira S. Huggins; Derwin Huggins; Andrean Huggins Cotton a/k/a Adrienne Huggins Cotton; Sharon H. Smack; Dewayne Dixon; Kimberly Nelms; Timothy Nelms; Jennifer Nelms; Michael A. Brown; Demetrius Huggins Nelms, a minor; Darius Simmons, a minor; Dondre Simmons, a minor; Reginald Huggins; Joseph Huggins; Heather Huggins; Barbara Huggins; any other Heirs-at-Law or Devisees of Ricky Henry Huggins, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Henry Buster Huggins, Jr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Michelle Huggins, Deceased, their heirs, Personal Representatives,

BY \_\_\_\_\_

JULIE J. ARMSTRONG  
CLERK OF COURT

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Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Buster Huggins, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; South Carolina Department of Revenue; Safeway Finance; Ford Motor Credit Company; General Motors Acceptance Corporation; White Directory Holdings Carolina, Inc. d/b/a The Talking Phone Book; Monogram Credit Card Bank of Georgia; Michael Twitty; Deborah Twitty; and the United States of America, by and through its agency, the Internal Revenue Service;

Defendants.

(009088-00508, 010378-00062 JJH)  
Loan Number: 0114711120

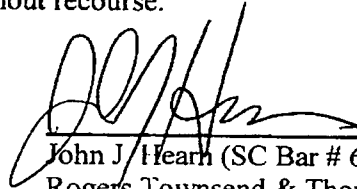
TO THE DEFENDANT(S) ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to appear and defend by answering the First Amended Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your Answer on the subscribers at their offices, 220 Executive Center Drive, Suite 109, Post Office Box 100200, Columbia, South Carolina 29202, within thirty (30) days after the service hereof, exclusive of the day of such service, except that the United States of America, if named, shall have sixty (60) days to answer after the service hereof, exclusive of the day of such service; and if you fail to do so, judgment by default will be rendered against you for the relief demanded in the Complaint.

YOU WILL ALSO TAKE NOTICE that Plaintiff will move for an order of reference or that 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.

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 Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse.



---

John J. Hearn (SC Bar # 6635)  
Rogers Townsend & Thomas, PC  
220 Executive Center Drive – Suite 109 (29210)  
Post Office Box 100200  
Columbia, SC 29202-3200  
(803) 771-7900 tel. #  
(803) 343-7107 fax #  
Attorneys for the Plaintiff

August 28, 2008

07-CP-10-2596

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DOCKET NO. 06-CP-10-2859

Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse,

Plaintiff,

FIRST AMENDED COMPLAINT

(NON-JURY)

QUIET TITLE; EQUITABLE SUBROGATION; FORECLOSURE OF REAL ESTATE MORTGAGE; PARTITION  
Deficiency Judgment Demanded

v.

Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards; Sylvia Anne Lawrence a/k/a Sylviatte Anne Lawrence; Glenn M. Huggins; Michael Huggins; Donnell Huggins; Samuel Huggins; Ira Huggins a/k/a Ira S. Huggins; Derwin Huggins; Andrean Huggins Cotton a/k/a Adrienne Huggins Cotton; Sharon H. Smack; Dewayne Dixon; Kimberly Nelms; Timothy Nelms; Jennifer Nelms; Michael A. Brown; Demetrius Huggins Nelms, a minor; Darius Simmons, a minor; Dondré Simmons, a minor; Reginald Huggins; Joseph Huggins; Heather Huggins; Barbara Huggins; any other Heirs-at-Law or Devisees of Ricky Henry Huggins, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Henry Buster Huggins, Jr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Michelle Huggins, Deceased,

BY \_\_\_\_\_

JULIE J. ARMSTRONG  
CLERK OF COURT

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their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Buster Huggins, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; South Carolina Department of Revenue; Safeway Finance; Ford Motor Credit Company; General Motors Acceptance Corporation; White Directory Holdings Carolina, Inc. d/b/a The Talking Phone Book; Monogram Credit Card Bank of Georgia; Michael Twitty; Deborah Twitty; and the United States of America, by and through its agency, the Internal Revenue Service;

Defendants.

(009088-00508, 010378-00062 JJH)  
Loan Number: 0114711120

Plaintiff alleges:

**GENERAL ALLEGATIONS**

1. This is an action for quiet title, equitable subrogation, foreclosure of a mortgage, and partition involving certain property in Charleston County, South Carolina.
2. Pursuant to S.C. Code Ann. § 33-15-101, Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
3. Plaintiff is the owner and holder of the Note and Mortgage described hereafter and the subject of this action.
4. The property covered and affected by the said Mortgage and by the

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foreclosure thereof ("subject property") is described as follows:

ALL those two (2) lots of land, together with the buildings thereon, situate, lying and being on the public road or street known formerly as Seventh Avenue, but now known as Gunn Avenue, in the portion of Hillsboro called Maryville, in St. Andrews Parish, in the County of Charleston, State of South Carolina, and known and designated as Lot Nos. 322 and 323 on a plat of Hillsboro called Maryville, which plat is recorded in Plat Book "F", at Page 188 of Charleston County. Reference is hereby craved to said plat for a more complete and accurate metes and bounds description.

This being the identical property conveyed to Vandora H. Edwards a/k/a Vandora M. Huggins-Edwards by deed of Lucille Huggins, dated November 15, 2004 and recorded December 2, 2004 in Deed Book Y517 at Page 835.

Property Address: 1218 Gunn Avenue  
Charleston, SC 29407

TMS# 418-05-00-279

5. Some lien on or interest in the subject property may be claimed by the Defendant(s) herein.

6. The Defendant(s) herein described as judgment creditors have by filing said judgments designated their attorney entering the judgment as their agent for service of process under the provisions of S.C. Code Ann. § 15-35-840.

7. The hereinafter named Defendant(s) may have some interest in or lien upon the property covered by the Mortgage, or some part thereof as set forth below; however such interests or liens are junior to or subsequent to the lien of the Plaintiff's Mortgage. Said liens or interests are of record in the Office of the RMC or Clerk of Court of the aforesaid county and are described as follows:

A. Sylvia Anne Lawrence a/k/a Sylviatte Anne Lawrence, Glenn M. Huggins, Michael Huggins, Donnell Huggins, Samuel Huggins, Ira Huggins a/k/a Ira S. Huggins, Derwin Huggins, Andrean Huggins Cotton a/k/a Adrienne Huggins

Cotton, Sharon H. Smack, Dewayne Dixon, Kimberly Nelms, Timothy Nelms, Jennifer Nelms, Michael A. Brown, Demetrius Huggins Nelms, a minor, Darius Simmons, a minor, Dondre Simmons, a minor, Reginald Huggins, Joseph Huggins, Heather Huggins, and Barbara Huggins, by virtue of the allegations contained in the Plaintiff's First Cause of Action. Together with Vandora M. Huggins-Edwards ("Edwards"), the parties identified in this paragraph are collectively identified as the "Cotenants."

B. South Carolina Department of Revenue by virtue of the following tax liens:

1. Tax lien number 3-50531421-0 filed on November 24, 2003, against Sylviatte A. Lawrence;
2. Tax lien number 3-50690369-9 filed on February 15, 2006, against Michael Brown;
3. Tax lien number 3-50725140-7 filed on August 2, 2006, against Michael Brown;
4. Tax lien number 3-50780184-0 filed on February 13, 2007, against Michael Brown; and
5. Tax lien number 3-50691442-2 filed on February 15, 2006, against Michael Brown.

C. Safeway Finance by virtue of a judgment 2000-JG-10-121 in the amount of \$1,644.61 filed against Sharon R. Smack;

D. Ford Motor Credit Company by virtue of a judgment in the amount of \$10,470.75 filed in civil action number 2000-CP-10-4695 against Michael

- A. Brown and Demetricia K. Brown.
- E. General Motors Acceptance Corporation by virtue of a judgment filed in civil action number 1997-CP-10-374 against Reginald R. Huggins a/k/a Reginald Huggins and Bessie Huggins.
- F. White Directory Holdings Carolina, Inc. dba The Talking Phone Book by virtue of a judgment filed in civil action number 2005-CP-10-2035 on September 21, 2005, against Ira Huggins dba X-treme Detailing;
- G. Monogram Credit Card Bank of Georgia by virtue of a judgment in the amount of \$2,412.16 filed in civil action number 2002-CP-10-3506 on March 19, 2003, against Ira S. Huggins;
- H. Michael Twitty and Deborah Twitty by virtue of a judgment number 2003-JG-10-629 in the amount of \$3,173.50 filed on March 18, 2003, against Ira Huggins dba X-treme Detailing;
- I. The United States of America, by and through its agency, the Internal Revenue Service by virtue of federal tax lien #3-50572690-5 filed on September 10, 2004, against Ira S. Huggins;
- J. All unknown persons with any right, title or interest in the real estate described herein;
- K. Any persons who may be in the military service of the United States of America, being a class designated as John Doe;
- L. Any unknown minors or persons under a disability being a class designated as Richard Roe.

**FOR A FIRST CAUSE OF ACTION**  
**(Quiet Title)**

8. Plaintiff realleges and incorporates the allegations of the preceding paragraphs as if fully contained herein.

9. The subject property was conveyed from Henry Graves and Sarah Heyward to Buster Huggins, Sr. by deed dated November 4, 1954, and recorded on November 4, 1954, in Book A59, Page 471, in the RMC Office of Charleston County, South Carolina.

10. Buster Huggins, Sr. conveyed an undivided 1/2 interest in the subject property to his wife, Lucille Huggins, by deed dated November 17, 2003, and recorded on November 25, 2003, in Book U476, Page 699, in the RMC Office of Charleston County, South Carolina. (Exhibit 1.)

11. On April 14, 2004, Buster Huggins, Sr. died intestate, leaving his 1/2 interest in the subject property to his heirs, namely his wife, Lucille Huggins (1/4 interest, which with her 1/2 interest gave her an undivided 3/4 interest in the subject property), Vandora M. Huggins-Edwards (1/36 interest), Sylvia Lawrence (1/36 interest), Glenn Huggins (1/36 interest), Michael Huggins (1/36 interest), Donnell Huggins (1/36 interest), Ira Huggins (1/36 interest) and Samuel Huggins (1/36 interest). (Exhibit 2.)

12. Two of Buster Huggins, Sr.'s children, Rickey Henry Huggins and Henry Buster Huggins, Jr., predeceased him. Both predeceased children left issue surviving Buster Huggins, Sr.

13. Ricky Henry Huggins left the following four children: Reginald Huggins, Joseph Huggins, Heather Huggins, and Barbara Huggins. Upon information and belief all of these children were living at the time of Buster Huggins, Sr.'s death, and were entitled to a share of Ricky Henry Huggins's 1/36 interest in the subject property. Therefore, each was entitled to a

1/144 share of the subject property. (Exhibit 2.)

14. Henry Buster Huggins, Jr., who was adjudicated as deceased as of December 1, 1981, left the following children who survived Buster Huggins, Sr.: Andean Huggins Cotton, Sharon H. Smack, Dewayne Dixon, and Derwin Huggins. The four children of Henry Buster Huggins, Jr., who were living at the time of Buster Huggins, Sr.'s death, were entitled to a 1/180 share each of the subject property. (Exhibit 2.)

15. Henry Buster Huggins, Jr. also had a child named Michelle Huggins who predeceased Buster Huggins, Sr., but who left the following seven children living at the time of Buster Huggins, Sr.'s death: Kimberly Nelms, Timothy Nelms, Jennifer Nelms, Michael A. Brown, Demetrius Huggins Nelms, Darius Simmons, and Dondre Simmons. The seven living children of Michelle Huggins, who were living at the time of Buster Huggins, Sr.'s death, were entitled to a 1/1260 share each of the subject property. (Exhibit 2.)

16. Lucille Huggins later conveyed her 3/4 interest in the subject property to Edwards by deed dated November 15, 2004, and recorded December 2, 2004, in Deed Book Y517 at Page 835. (Exhibit 3.) By virtue of this conveyance and through the Estate of Buster Huggins, Sr., Edwards now holds a 7/9 interest in the subject property.

17. On April 6, 2005, Edwards made, executed and delivered a certain Adjustable Rate Note ("Note") in the principal sum of \$120,800.00, payable in monthly installments of principal and interest of \$954.66, commencing on June 1, 2005.

18. In order to secure the payment of the Note according to the terms and conditions thereof, Edwards made, executed and delivered unto Ameriquest Mortgage Company a certain real estate mortgage ("Mortgage") covering the subject property.

19. The Mortgage was signed, witnessed and probated; thereafter, the

Mortgage was recorded in the office of the RMC/ROD for Charleston County on April 27, 2005, in Mortgage Book R534 at Page 330. This Mortgage was subsequently assigned to the Plaintiff herein by Assignment of Mortgage dated July 26, 2006, and recorded on August 21, 2006, in Book C598 at Page 671.

20. The legal description of the subject property within the Mortgage contained the following statement: "This being the identical property conveyed to Vandora H. Edwards a/k/a Vandora M. Huggins-Edwards by deed of Lucille Huggins, dated November 15, 2004 and recorded December 2, 2004 in Deed Book Y517 at Page 835." The property conveyed to Edwards from Lucille Huggins measured "in front, together, on hundred (100') feet, and the same on the back line, by one hundred (100') feet in depth butting and bounding to the north on lots 308 and 309 and said plat; to the east on lot no \_\_\_\_; to the south on seventh avenue (now known as Gunn Avenue); and to the west on lot no 324 on said plat." (Exhibit 3.) Therefore, the Mortgage on the subject property was clearly intended to encumber the entire 100 foot by 100 foot area.

21. Plaintiff is informed and believes that the Cotenants are the only persons who may claim any right or title to the subject property.

22. Pursuant to S.C. Code Ann. § 15-67-10, Plaintiff seeks an order from the Court quieting title to the subject property in the Cotenants, subject to the mortgage lien of the Plaintiff pursuant to Plaintiff's equitable subrogation cause of action stated below.

**FOR A SECOND CAUSE OF ACTION**  
**(Equitable Subrogation)**

23. Plaintiff realleges and incorporates the allegations of the preceding paragraphs as if fully contained herein.

24. On November 17, 2003, Buster Huggins, Sr. and Lucille Huggins borrowed \$90,250.00 from NovaStar Mortgage, Inc. ("NovaStar") and secured their obligation of repayment with a mortgage on the subject property. The NovaStar Mortgage was subsequently recorded in the office of the RMC/ROD for Charleston County on November 25, 2003, in Book W476 at Page 168.

25. The interests of the Cotenants, which did not arise until Buster Huggins, Sr.'s death on April 14, 2004, were subordinate to the NovaStar Mortgage.

26. On or about April 6, 2005, Edwards borrowed \$120,800.00 from Ameriquet Mortgage Company securing her obligation of repayment with the Mortgage on the subject property. This Mortgage was subsequently assigned to the Plaintiff.

27. This Mortgage was intended to be a first mortgage on the entire subject property.

28. The Plaintiff advanced funds to Edwards with the requirement that any liens of record against the subject property would be satisfied and that the Plaintiff would hold a first lien on the entirety of the subject property.

29. The majority of the proceeds of the Plaintiff's Mortgage were used to satisfy the NovaStar Mortgage. (Exhibit 4.)

30. The Plaintiff had a direct interest in the discharge of the debt and was not a volunteer with respect to the payment of the NovaStar Mortgage.

31. The Plaintiff was secondarily liable for the discharge of the prior mortgage debt to NovaStar.

32. But for the Plaintiff's Mortgage, the interests of the Cotenants would still be encumbered by the NovaStar Mortgage.

33. Thus, the Plaintiff should be allowed to step into the priority order of NovaStar.

34. No injustice would be done by equitably subrogating Plaintiff to the rights of the prior mortgage holder, NovaStar.

35. By reason of the above, Plaintiff is informed and believes that it is entitled to an order of this Court equitably subrogating Plaintiff to the rights of the prior mortgage holder, NovaStar, including the lien rights, securities and remedies, declaring the Plaintiff's Mortgage a first priority lien upon the entire subject property, and allowing Plaintiff to foreclose on its Mortgage.

**FOR A THIRD CAUSE OF ACTION**  
**(Foreclosure of Mortgage)**

36. Plaintiff realleges and incorporates the allegations of the preceding paragraphs as if fully contained herein.

37. This cause of action is for the foreclosure of the Mortgage described above.

38. Heretofore, on or about April 6, 2005, Edwards made, executed and delivered a certain Adjustable Rate Note ("Note") in the principal sum of \$120,800.00, payable in monthly installments of principal and interest of \$954.66, commencing on June 1, 2005.

39. In order to secure the payment of the Note according to the terms and conditions thereof, Edwards made, executed and delivered unto Ameriquest Mortgage Company a certain real estate Mortgage covering the previously described property and any and all improvements to the property, including but not limited to a mobile/manufactured home.

40. The Mortgage was signed, witnessed and probated April 6, 2005; thereafter, the Mortgage was recorded in the Office of the RMC/ROD for Charleston County on

April 27, 2005, in Mortgage Book R534 at Page 330. This Mortgage was subsequently assigned to the Plaintiff herein by assignment.

41. The Mortgage evidences and secures the repayment of money advanced by Plaintiff or its predecessor in interest to, or on behalf of, the mortgagor(s) and constitutes a first lien on the mortgaged premises.

42. Any notice required by the terms of the Mortgage or by state or federal statutes has been given to the applicable Defendant(s) prior to the commencement of this action.

43. After all payments received by the Plaintiff have been credited to the subject loan, the loan is in default and due for January 1, 2006, and the conditions of the Note and Mortgage have been broken. Plaintiff elects to and does declare the entire balance of said indebtedness due and payable, and that there is due on the Note and Mortgage as of January 1, 2006, the sum of \$120,307.72, with interest at the rate of 8.80% per annum from December 1, 2005, and also for the costs and disbursements of this action, including attorney's fees.

44. Pursuant to the terms of the Mortgage, Plaintiff has employed counsel to prosecute this action and a reasonable value of services of counsel in this action is such sum as the Court may find appropriate.

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

46. Plaintiff's right to a personal or deficiency judgment pursuant to South Carolina Code Sections 29-3-650 and 29-3-660 is expressly demanded.

**FOR A FOURTH CAUSE OF ACTION**  
**(Partition)**

47. Plaintiff realleges and incorporates the allegations of the preceding

paragraphs as if fully contained herein.

48. Plaintiff is informed and believes that the Cotenants are the only persons who may claim any right or title to the subject property.

49. In the event the Court does not equitably subrogate Plaintiff to the rights of the prior mortgage holder, NovaStar, and declare Plaintiff's Mortgage a first priority lien upon the entire subject property pursuant to Plaintiff's Second Cause of Action, Plaintiff is informed and believes that, as a potential purchaser of the subject property at a foreclosure sale, Plaintiff would be entitled to a partition of the property.

50. Plaintiff is informed and believes that as a purchaser of the subject property at a foreclosure sale, Plaintiff would not be able to obtain a partition in kind of the subject property as it is neither practicable nor expedient to partition the premises in kind among the parties.

51. The value of the interest of each of the Cotenants is so small that to bring a separate action for partition is cost prohibitive and would consume most, if not all, of the value of their interest.

52. Because the subject property cannot be partitioned in kind without injury to the parties or without materially decreasing the value of each party's interest in the whole, Plaintiff, as a potential purchaser at foreclosure sale, is therefore entitled to a partition of the proceeds of the sale.

53. Plaintiff is informed and believes that this Court, exercising its equity jurisdiction and broad discretion in matters relating to partition, has the jurisdiction and ability to effect a partition of the proceeds of the sale of the subject property in the within action in such a manner that the interest of the Cotenants will be adequately protected and the cost of partitioning

the Cotenants' interest will be minimized.

54. Plaintiff is informed and believes that the issuing of a writ of partition in this instance would involve unnecessary expense, and requests that the Court dispense with such a requirement pursuant to S.C. Code Ann. § 15-61-100 and Rule 71(f)(5), SCRPC.

55. Plaintiff is informed and believes that this Court, exercising its equity jurisdiction and broad discretion in matters relating to partition, has the jurisdiction and ability to determine and declare a value, based on the sale proceeds, of each of the fractional interests of the Cotenants in the subject property.

56. Upon such a declaration of the value of the fractional interests, the Plaintiff requests that it be allowed to deposit with the Court the sum total of the values, as determined by the Court, from the proceeds of the foreclosure sale for distribution to the Cotenants.

57. Plaintiff is further informed and believes that such a partition of sale proceeds is for the common benefit of the Plaintiff and the Cotenants, and Plaintiff has incurred or will incur reasonable attorney's fees, appraisal fees, and other costs in the prosecution thereof which should be equitably apportioned among the parties in proportion to their respective interests by the Court.

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

- (1) Direct the RMC/ROD to annotate the public records to reflect ownership of the Mortgage in the Plaintiff;
- (2) Issue an order quieting title to the subject property in the Cotenants;
- (3) Equitably subrogate Plaintiff to the rights of the prior mortgage holder,

NovaStar, including the lien rights, securities and remedies NovaStar then held;

(4) Issue an order that title in the Cotenants to the subject property is subject to the Plaintiff's mortgage lien;

(5) Ascertain and determine the amount due upon the Note and Mortgage held by Plaintiff together with attorney's fees and costs of this action;

(6) Declare Plaintiff's Mortgage a first lien and render judgment of foreclosure for the amount so found to be due and owing thereon, together with any ad valorem taxes or insurance premiums which may be due and have been advanced by the Plaintiff, with reasonable attorney's fees, and for the costs of this action;

(7) Order the reimbursement of all costs for inspecting and securing the property incurred by the Plaintiff as a result of the delinquency;

(8) Appoint a Receiver to collect the rents, issues, profits or designated sums from the mortgagor(s), and/or the grantee(s) of the mortgagor(s), and/or tenant(s) occupying or exercising control over the mortgaged premises and hold the same subject to the further order of this Court;

(9) Under the direction of this Court, sell the mortgaged premises, bar any equity of redemption, and apply the proceeds of sale as follows:

- a. First, to the costs and expenses of the within action and sale;
- b. Second, to the payment and discharge of the amount due on Plaintiff's Note and Mortgage, together with attorney's fees as aforesaid; and
- c. Third, to the distribution of any surplus pursuant to Rule 71, SCRPC;

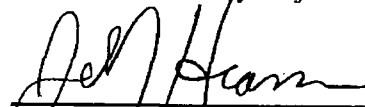
(10) Issue an order directing the Sheriff of Charleston County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property should the

same become necessary;

(11) Alternatively and in the event the Court does not subordinate the entire interest of the Cotenants to the Plaintiff's Mortgage, and rather than having a separate action for partition,

- a. Order the partition of the proceeds from the sale of the subject property,
- b. Dispense with any requirement for a writ of partition,
- c. Determine and declare a value, based on the sale proceeds, of each of the fractional interests of the Cotenants in the subject property,
- d. Permit the Plaintiff to deposit with the Court the sum total of the values of the Cotenants' respective interests in the subject property, as determined by the Court, from the proceeds of the sale for distribution to the above mentioned interest holders, and
- e. Equitably apportion among the Cotenants, in proportion to their respective interests in the subject property, reasonable attorney's fees, appraisal fees, and other costs Plaintiff has incurred or will incur in the prosecution of foreclosure and partition;

(12) Order such other and further relief as may be just and proper.



---

John J. Hearn (SC Bar # 6635)  
Rogers Townsend & Thomas, PC  
220 Executive Center Drive – Suite 109 (29210)  
Post Office Box 100200  
Columbia, SC 29202-3200  
(803) 771-7900 tel. #  
(803) 343-7107 fax #  
Attorneys for the Plaintiff

August 28, 2008

**NOTICE REQUIRED BY THE FAIR DEBT  
COLLECTION PRACTICES ACT  
15 U.S.C. Section 1601, As Amended**

1. The amount of the debt as of January 1, 2006, is the sum of \$120,307.72, with interest at the rate of 8.8% per annum from December 1, 2005, and the costs and disbursements of this action, including attorney's fees.
2. Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse is the Crèditor to whom the debt is owed.
3. The debt described in this notice will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after the receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
4. If you, the Debtor, notify the Creditor's law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain a verification of the debt, and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor named in this notice is not the original Creditor, and if you make a request to the Creditor's law firm within the thirty (30) days from the receipt of this notice, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to Rogers Townsend and Thomas, PC, Post Office Box 100200, Columbia, South Carolina 29202-3200.
7. This notice should not be construed as a thirty (30) grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

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



STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT, I/WE, Buster Huggins, hereinafter referred to as Grantor(s), in consideration of the sum of Five and 00/100 (\$5.00) Dollars the receipt of which is hereby acknowledged, have granted, bargained, sold, and released, and by these presents does grant, sell and release one-half undivided interest unto Lucille Huggins, her heirs and assigns, forever, undivided one-half right, title, and interest in and to the following described real property, to-wit:

SEE ATTACHED EXHIBIT "A" FOR A COMPLETE LEGAL DESCRIPTION.

Grantee's Address: 1218 Gunn Avenue  
Charleston, SC 29407

TOGETHER with all and singular the rights, members, hereditaments and appurtenances to said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee(s), and the Grantee's(s)' heirs or successors and assigns, forever. And the grantor does hereby bind the Grantor and the Grantor's heirs or successors, and administrators to warrant and forever defend all and singular said premises unto the Grantee and the Grantee's heirs or successors and assigns, against Grantor(s) and every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS the grantor's(s)' hand(s) and seal(s) this 17th day of November, 2003.

SIGNED, sealed and delivered  
in the presence of:

[Signature]  
Witness #1

[Signature]  
Buster Huggins

[Signature]  
Witness #2 (Can be the notary)

BK U476PG700

STATE OF SOUTH CAROLINA

ACKNOWLEDGMENT

COUNTY OF CHARLESTON

I, Loyi Wright Kolat, a Notary, do hereby certify that Buster Huggins, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness by hand and seal this 17th day of November, 2003.

Loyi Wright Kolat (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 5-11-09



**EXHIBIT "A"**

ALL THOSE TWO (2) LOTS OF LAND, WITH THE BUILDINGS THEREIN, SITUATE, LYING AND BEING ON THE PUBLIC ROAD OR STREET KNOWN AS SEVENTH AVENUE (N/K/A GUNN AVENUE), IN THAT PORTION OF HILLSBORO CALLED MARYVILLE IN ST. ANDREWS PARISH, IN THE COUNTY AND STATE AFORESAID, AND KNOWN AND DESIGNATED AS LOTS NOS. 322 AND 323 ON PLAT OF PART OF HILLSBORO CALLED MARYVILLE, WHICH PLAT IS RECORDED IN PLAT BOOK "F", PAGE 188, IN THE RMC OFFICE FOR CHARLESTON COUNTY.

MEASURING AND CONTAINING IN FRONT,, TOGETHER, ONE HUNDRED (100) FEET, AND THE SAME ON THE BACK LINE, BY ONE HUNDRED (100) FEET IN DEPTH.

BUTTING AND BOUNDING TO THE NORTH ON LOTS 308 AND 309 ON SAID PLAT; TO THE EAST ON LOT NO \_\_\_; TO THE SOUTH ON SEVENTH AVENUE (N/K/A GUNN AVENUE); AND TO THE WEST ON LOT NO. 324 ON SAID PLAT.

TMS# 418-05-00-279

BEING THE SAME PROPERTY CONVEYED TO BUSTER HUGGINS BY DEED OF HENRY GRAVES AND SARAH HEYWARD (FORMERLY SARAH HEYWARD) GRAVES DATED NOVEMBER 4, 1954 AND RECORDED NOVEMBER 4, 1954 IN BOOK A59, PAGE 471, THE RMC OFFICE FOR CHARLESTON COUNTY, SOUTH CAROLINA.

AFFIDAVIT

Date of Transfer of Title  
(Closing date) November 17, 2003

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

BK U476PG702

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Buster Huggins  
TO Lucille Huggins ON November 17, 2003
3. Check one of the following: The DEED is
  - (a) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (b) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (c)  EXEMPT from the deed recording fee because (exemption# 1)  
(Explanation if required) from husband to wife  
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been check.
  - (a) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ \_\_\_\_\_.
  - (b) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_.
  - (c) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_.
5. Check YES or NO to the following: a lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_.
6. The DEED Recording Fee is computed as follows:
  - (a) \_\_\_\_\_ the amount listed in item 4 above
  - (b) \_\_\_\_\_ the amount listed in item 5 above (no amount place zero)
  - (c) \_\_\_\_\_ Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: GRANTOR
8. Check if Property other than Real Property is being transferred on this Deed.
  - (a) \_\_\_\_\_ Mobile Home.
  - (b) \_\_\_\_\_ Other
9. DEED OF DISTRIBUTION-ATTORNEY'S AFFIDAVIT: Estate of \_\_\_\_\_ deceased CASE NUMBER \_\_\_\_\_. Personally appeared before me the undersigned attorney who, being duly sworn, certified the (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of \_\_\_\_\_ deceased and that the grantee(s) therein are correct and conform to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Lucille Huggins  
Grantor, Grantee, or Legal Representative  
connected with this transaction

Sworn to before this 17  
day of November 2003  
Daniel J. Dugan  
Notary Public for South Carolina  
My Commission Expires: 12-12-06

Buster Huggins or Lucille Huggins  
Print or Type Name here

**RECORDER'S PAGE**

This page Must remain with the original document.



*Don Dugan*

*OK  
12/21/03*

BK U476PG703

Recording  
 Fee 10.00  
 State  
 Fee \_\_\_\_\_  
 County **EXEMPT**  
 Fee \_\_\_\_\_  
 Postage \_\_\_\_\_  
 TOTAL 10.00  
 A

**FILED**

*U476-699*  
2003 NOV 25 AM 8:46

CHARLIE LYERAND  
REGISTER  
CHARLESTON COUNTY SC

**PID VERIFIED  
 BY ASSESSOR**  
 REP LMG  
 DATE 12/22/03

RECORDED

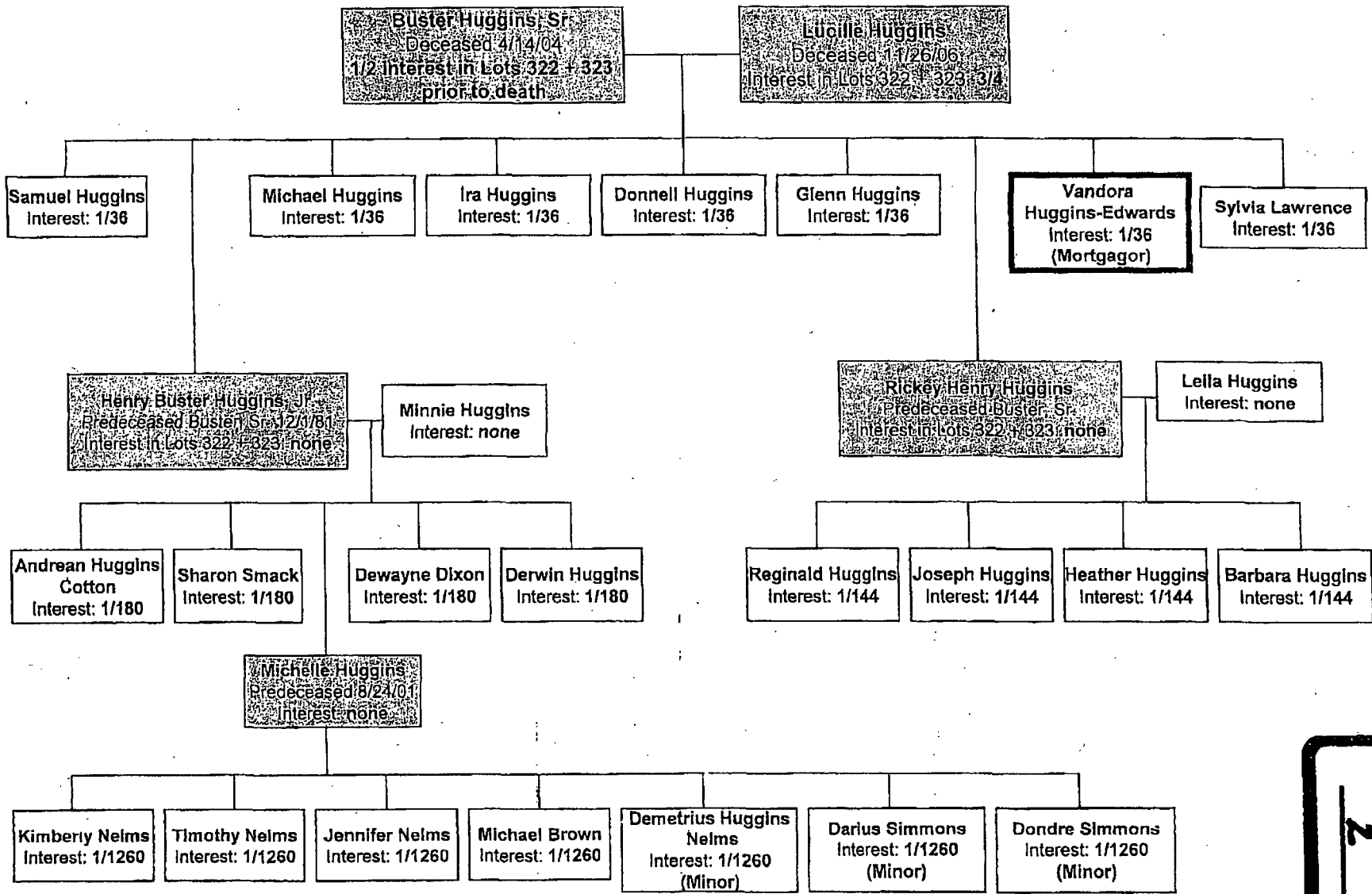
DEC 22 2003

PEGGY MCSELEY  
CHARLESTON COUNTY CLERK

45

# Fractional Interests in Lots 322 and 323

Upon the 2004 Intestate Distribution of the Estate of Buster Huggins, Sr.



PLAINTIFF'S  
EXHIBIT  
2

Y517PG835



STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT I, Lucille Huggins, hereinafter referred to as Grantor in consideration of the sum of Five and 00/00 (\$5.00) dollars the receipt of which is hereby acknowledged from Vandora H. Edwards, and the assumption of the mortgage on the property 1218 Gunn Avenue, Charleston, SC 29407 hereinafter described and existing mortgage to Novastar Mortgage Inc, 6200 Oak Tree Blvd., Cleveland, OH. On November 15, 2004 transferring current balance of \$89,777.52 as of December 1, 2004, beginning balance of \$90,250.00 as of November 17, 2003. The beginning balance, book number H476 P6 168, any other existing lien thereon by the said Vandora M. Huggins-Edwards, I have granted, bargained, sold and released, and by the present do grant, bargain, sell and release unto the said Vandora M. Huggins-Edwards, her heirs and assigns, absolutely and forever, all of my rights title and interest in, of and to the following described real property 1218 Gunn Avenue, Charleston, SC 29407 to wit:

sat  
Y559/294

ALL THOSE TWO (2) LOTS OF LAND, TOGETHER WITH THE BUILDINGS THEREON, SITUATE, LYING AND BEING ON THE PUBLIC ROAD OR STREET KNOWN FORMERLY AS SEVENTH AVENUE, BUT NOW KNOWN AS GUNN AVENUE, IN THE PORTION OF HILLSBORO CALLED MARYVILLE, IN ST. ANDREWS PARISH, IN THE COUNTY AND STATE AFORESAID, AND KNOWN AND DESIGNATED AS LOTS NOS. 322 AND 323 ON A PLAT OF PART OF HILLSBORO CALLED MARYVILLE, WHICH PLAT IS RECORDED IN PLAT BOOK "F", AT PAGE 188 OF CHARLESTON COUNTY.

MEASURING AND CONTAINING IN FRONT, TOGETHER, ONE HUNDRED (100') FEET, AND THE SAME ON THE BACK LINE, BY ONE HUNDRED (100') FEET IN DEPTH BUTTING AND BOUNDING TO THE NORTH ON LOTS 308 AND 309 AND SAID PLAT; TO THE EAST ON LOT NO .....; TO THE SOUTH ON SEVENTH AVENUE (NOW KNOWN AS GUNN AVENUE); AND TO THE WEST ON LOT NO 324 ON SAID PLAT.

BEING THE SAME PROPERTY CONVEYED BY BUSTER HUGGINS BY DEED DATED NOVEMBER 17, 2003, AND RECORDED NOVEMBER 25, 2003, IN BOOK U476, AT PAGE 699, IN THE RMC OFFICE FOR CHARLESTON COUNTY, SOUTH CAROLINA, CONVEYING HIS UNDIVIDED ON-HALF RIGHT, TITLE AND INTEREST THERE TO LUCILLE HUGGINS.

TMS # 418-05-00-279

TOGETHER with all singular the rights, members, hereditaments and appurtenance to said premises belonging or in any wise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the Grantee and the Grantee's heirs, successors and assigns, forever. And the grantor does hereby bind herself and heirs, successors, and personal representative to warrant and forever defend all and singular said premises unto the Grantee and to the Grantees heirs or successor and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof.

Y517P6836

WITNESS the grantor's hand and seal this 15<sup>th</sup> day of November, 2004, at Charleston, SC

SIGNED, sealed and delivered  
in the presence of

[Signature]  
Witness #1

[Signature] (SEAL)  
Lucille Huggins

[Signature]  
Witness #2

STATE OF SOUTH CAROLINA  
COUNTY OF CHARLESTON

ACKNOWLEDGMENT

I, Jane Mcl. Baker, a Notary Public for South Carolina, do hereby certify that Lucille Huggins personally appeared before me this day and acknowledged her due execution of the foregoing instrument or deed

Witness my hand and seal this 15<sup>th</sup> day of November 2004

[Signature] (SEAL)  
Notary Public for South Carolina  
My Commission Expires: 11-10-2013

This title not examined by Brockinton & Brockinton

Grantor's Address: 1218 Gunn Ave.  
Charleston, SC 29407

**RECORDER'S PAGE**

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Y517PG838

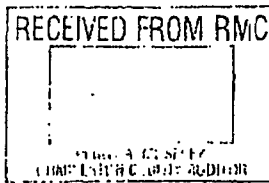
Vandora H Edwards  
1218 Gunn Ave  
Charleston SC 29407  
792-344  
(call to pick up)

Recording  
Fee 10.00  
State  
Fee  
County  
Fee  
Postage  
TOTAL 10.00

1 H1

C

FILED  
Y517-835  
2004 DEC -2 PM 4: 22  
LIBRARIAN  
REGISTER  
CHARLESTON COUNTY SC



**PID VERIFIED BY ASSESSOR**  
REP AS  
DATE 12/13/04

Y517PG837

STATE OF SOUTH CAROLINA }  
COUNTY OF CHARLESTON }

AFFIDAVIT

Date of Transfer of Title \_\_\_\_\_  
[Closing Date \_\_\_\_\_]

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this Affidavit and I understand such information.
2. The property is being transferred BY Ludie Huggins  
TO Vandora M. Huggins-Edwards ON November 15, 2004
3. The DEED is (check one of the following)
  - (A)  subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B)  subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or a distribution to a trust beneficiary.
  - (C)  EXEMPT from the deed recording fee because (Exemption # \_\_\_\_\_)  
(Explanation if required) \_\_\_\_\_  
(If exempt, please skip items 4-6, and go to item 7 of this affidavit.)
4. Check one of the following if either Item 3(a) or Item 3(b) above has been checked.
  - (A)  The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$ 88,782.62
  - (B)  The fee is computed on the fair market value of the realty which is \$ \_\_\_\_\_
  - (C)  The fee is computed on the fair market value of the realty as established for property tax purposes which is \$ \_\_\_\_\_
5. Check YES  or NO  to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \$ 88,777.62
6. The DEED Recording Fee is computed as follows:
  - (A) \$88,782.62 the amount listed in Item 4 above
  - (B) \$88,777.62 the amount listed in Item 5 above (no amount place zero)
  - (C) \$5.00 Subtract Line 6(b) from Line 6(a) and place the result.
7. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor
8. Check if Property other than Real Property is being transferred on this Deed.
  - (A)  Mobile Home
  - (B)  Other
9. DEED OF DISTRIBUTION - ATTORNEY'S AFFIDAVIT: Estate of \_\_\_\_\_ deceased CASE NUMBER \_\_\_\_\_ Personally appeared before me the undersigned attorney who, being duly sworn, certified that (s)he is licensed to practice law in the State of South Carolina; that (s)he has prepared the Deed of Distribution for the Personal Rep. in the Estate of deceased and that the grantee(s) therein are correct and confirm to the estate file for the above named decedent.
10. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Sworn this 2nd 15th day of December 2004  
Notary Public for South Carolina  
My Commission Expires: 1-17 20 12

Signed Vandora M. Huggins-Edwards  
Grantor, Grantee, or Attorney that prepared this form  
Vandora M. Huggins-Edwards  
Print or Type Name Here

49

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT <small>Optional Form for Transactions without Seller</small>		M. DISBURSEMENT TO OTHERS	
NAME AND ADDRESS OF BORROWER: Vandora M. Huggins-Edwards and Lustie Huggins 1218 Gunn Ave. Charleston, SC 29407		NAME AND ADDRESS OF LENDER: Ameriquest Mortgage Company 1 Poston Road, Suite 140 Charleston, SC 29407	
PROPERTY LOCATION: 1218 Gunn Ave. Charleston, SC 29407 Charleston County, South Carolina		SETTLEMENT AGENT: Ferrara Law Firm, PLLC PLACE OF SETTLEMENT: 100 S. Main Street, Suite M Summerville, S.C., 29489	
		SETTLEMENT DATE: May 6, 2005 Disbursement 12/05	
		LOAN NUMBER: 0114711120-7369	
<b>I. SETTLEMENT CHARGES</b>			
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
801. Loan Origination Fee	% to	1501. Disbursement Chrysler Financial	to 13,067.00
802. Loan Discount	8.1620 % to Ameriquest Mortgage Company	1502.	
803. Appraisal Fee	to Ameriquest Mortgage Company		
804. Credit Report	to	1503.	
805. Lender's Inspection Fee	to	1504.	
806. Mortgage Ins. App. Fee	to	1505.	
807. Mortgage Broker Fee	to		
808.			
809.			
810. Tax Related Service Fee	to Ameriquest Mortgage Company	1506.	
811. Flood Search Fee	to Ameriquest Mortgage Company		
812. Lender's Processing Fee	to Ameriquest Mortgage Company	1507.	
813. Administrative Fee	to Ameriquest Mortgage Company		
814.		1508.	
815.			
816.		1509.	
817. Application Fee	to Ameriquest Mortgage Company		
818.		1510.	
819.			
820.		1511.	
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901. Interest 04/13/05 to 05/01/05 @ \$	28,120.00/day	1512.	
902. Mortgage Insurance Premium for	months to		
903. Hazard Insurance Premium for	1.0 yr to	1513.	
904.			
905.		1514. Mortgage	to NovaStar Mortgage 92,490.22
<b>1000. RESERVES DEPOSITED WITH LENDER</b>		1520. TOTAL DISBURSED (enter on line 1803) 105,557.22	
1001. Hazard Insurance	months @ \$ per month		
1002. Mortgage Insurance	months @ \$ per month		
1003. City/Town Taxes	months @ \$ per month		
1004. County Taxes	months @ \$ per month		
1005. Assessments	months @ \$ per month		
1006.	months @ \$ per month		
1007.	months @ \$ per month		
1008.	months @ \$ per month		0.00
<b>1100. TITLE CHARGES</b>			
1101. Settlement Fee	to		
1102. Title Search	to Nations Title	125.00	
1103. Title Examination	to Ferrara Law Firm, PLLC	160.00	
1104. Title Ins. Binder	to Nations Title	75.00	
1105. Document Prep.	to		
1106. Notary Fees	to		
1107. Attorney's Fees	to Ferrara Law Firm, PLLC	650.00	
(Includes above item numbers: 1101, 1103, 1106)			
1108. Title Insurance	to Nations Title	208.60	
(Includes above item numbers: )			
1109. Lender's Coverage	\$ 120,800.00 373.99		
1110. Owner's Coverage	\$		
1111.			
1112. Express Mail/Wire Fees	to Ferrara Law Firm, PLLC	60.00	
1113.			
1114.			
1115.			
1116.			
1117.			
1118.			
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201. Recording fees: Mortgage	\$ 26.00 ; Releases \$ 10.00		
1202. City/County Tax/Stamps: Mortgage	\$	35.00	
1203. State Tax/Stamps: Mortgage	\$		
1204.			
1205.			
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301. Survey			
1302. Pest Inspection			
1303.			
1304. County Taxes	Charleston County Tax Collector		
1305.			
<b>1400. TOTAL SETTLEMENT CHARGES (enter on line 1802)</b>		7,282.38	
The undersigned hereby acknowledge receipt of a complete copy of this settlement & any disbursements referred to herein.			
Borrower Vandora M. Huggins-Edwards Lustie Huggins		Paul B. Ferrara, III Settlement Agent	

**PLAINTIFF'S EXHIBIT**  
4

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT <small>Option of Fees for Transactions without 9 or 9a</small>		NAME AND ADDRESS OF LENDER:	
NAME AND ADDRESS OF BORROWER: Vandana M. Huggins-Edwards and Lucille Huggins 1218 Gunn Ave. Charleston, SC 29407		Americrest Mortgage Company 1 Poston Road, Suite 140 Charleston, SC 29407	
PROPERTY LOCATION: 1218 Gunn Ave. Charleston, SC 29407 Charleston County, South Carolina		SETTLEMENT AGENT: Ferrara Law Firm, PLLC PLACE OF SETTLEMENT: 100 S. Main Street, Suite M Summerville, S.C. 29483	
		SETTLEMENT DATE: May 8, 2005      Disbursed: 05/12/05	
		LOAN NUMBER: 0114711120-7369	
<b>I. SETTLEMENT CHARGES</b>		<b>M. DISBURSEMENT TO OTHERS</b>	
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN</b>			
801. Loan Origination Fee	N/A	1501. Disbursement to Chrysler Financial	13,067.00
802. Loan Discount	3.1820 % to Americrest Mortgage Company	1502.	
803. Appraisal Fee	to Americrest Mortgage Company	1503.	
804. Credit Report	to	1504.	
805. Lender's Inspection Fee	to	1505.	
806. Mortgage Ins. App. Fee	to	1506.	
807. Mortgage Broker Fee	to	1507.	
808.		1508.	
809.		1509.	
810. Tax Related Service Fee	to Americrest Mortgage Company	1510.	
811. Flood Search Fee	to Americrest Mortgage Company	1511.	
812. Lenders Processing Fee	to Americrest Mortgage Company	1512.	
813. Administrative Fee	to Americrest Mortgage Company	1513.	
814.		1514. Mortgage to NovaStar Mortgage	82,490.22
815.		1520. TOTAL DISBURSED (enter on line 1603)	105,557.22
816.			
817. Application Fee	to Americrest Mortgage Company		
818.			
819.			
820.			
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE</b>			
901. Interest 04/13/05 to 05/01/05 @ \$	29,120,000/Mo		
902. Mortgage Insurance Premium	months to		
903. Hazard Insurance Premium for	1.0 yr to		
904.			
905.			
<b>1000. RESERVES DEPOSITED WITH LENDER</b>			
1001. Hazard Insurance	months @ \$ per month		
1002. Mortgage Insurance	months @ \$ per month		
1003. City/Town Taxes	months @ \$ per month		
1004. County Taxes	months @ \$ per month		
1005. Assessments	months @ \$ per month		
1006.	months @ \$ per month		
1007.	months @ \$ per month		
1008.	months @ \$ per month		0.00
<b>1100. TITLE CHARGES</b>			
1101. Settlement Fee	to		
1102. Title Search	to Nations Title		125.00
1103. Title Examination	to Ferrara Law Firm, PLLC		150.00
1104. Title Ins. Binder	to Nations Title		75.00
1105. Document Prep.	to		
1106. Notary Fees	to		
1107. Attorney's Fees	to Ferrara Law Firm, PLLC		650.00
(Includes above item numbers: 1101, 1103, 1105)			
1108. Title Insurance	to Nations Title		299.50
(Includes above item numbers: 1106, Lender's Coverage \$ 120,800.00 573.59)			
1110. Owner's Coverage	\$		
1111.			
1112. Express Mail Wire Fees	to Ferrara Law Firm, PLLC		50.00
1113.			
1114.			
1115.			
1116.			
1117.			
1118.			
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>			
1201. Recording Fees Mortgage	\$ 25.00 ; Release \$ 10.00		35.00
1202. City/County Tax/Stamp:	Mortgage \$		
1203. State Tax/Stamp:	Mortgage \$		
1204.			
1205.			
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>			
1301. Survey			
1302. Pest Inspection			
1303.			
1304. County Taxes	Charleston County Tax Collector		
1305.			
<b>1400. TOTAL SETTLEMENT CHARGES (enter on line 1602)</b>			7,282.38
		<b>N. NET SETTLEMENT</b>	
		1600. Loan Amount	\$ 120,800.00
		1601. Plus Cash/Check from Borrower	\$ 0.00
		1602. Minus Total Settlement Charges (line 1400)	\$ 7,282.38
		1603. Minus Total Disbursements to Others (line 1520)	\$ 105,557.22
		1604. Equals Disbursements to Borrower (after expiration of any applicable rescission period required by law)	\$ 7,980.42

The undersigned hereby acknowledge receipt of a completed copy of this statement in my presence and referred to herein.

Borrower  
Vandana M. Huggins-Edwards  
Certified to be a true copy.  
Lucille Huggins

Paul B. Ferrara, III  
Settlement Agent

5/

bcc:

B.J. Gabriel, Esq.

Ticor Title Insurance Company

601 Riverside Avenue

Building Five, Fourth Floor

Jacksonville, FL 32204

Claim # 2340560

Jon Klein (via email only to JKlein@acc-capitalholdings.com)



ROGERS TOWNSEND & THOMAS, PC

ATTORNEYS AND COUNSELORS AT LAW

WWW.RTT-LAW.COM

TEL 803-771-7900  
FAX 803-343-7017  
MAIL PO Box 100200 (29202)  
220 EXECUTIVE CENTER DRIVE, SUITE 109  
COLUMBIA, SOUTH CAROLINA 29210

JOHN J. HEARN  
JHEARN@RTT-LAW.COM  
(803) 744-1305

August 28, 2008

The Honorable Julie J. Armstrong  
Clerk of Court for Charleston County  
100 Broad Street, Suite 106  
Charleston, SC 29401

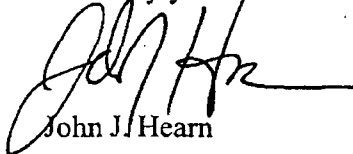
Re: *Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse v. Vandora M. Huggins-Edwards*  
Civil Action # ~~2006-CP-10-2859~~ 07-CP-10-2596  
Our file # 10378-62

Dear Ms. Armstrong:

Enclosed are an original and one copy each of a First Amended Lis Pendens, First Amended Summons and First Amended Complaint in the above referenced case. Please file the original documents and return the clocked copies to me in the envelope provided for your convenience.

Thank you for your assistance in this matter.

Cordially yours,



John J. Hearn

/slj  
Enclosures

cc:  
Sherry Crummey, Esq.  
61 Morris Street  
Charleston, SC 29403

Ms. Vandora Huggins-Edwards  
1218 Gunn Avenue  
Charleston, SC 29407

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse,

Plaintiff(s)

vs.

Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards; et al.

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

07-CP-10-2596

06-CP-10-2859

Submitted By:

John J. Hearn (SC Bar # 6635)
Rogers Townsend & Thomas, PC
220 Executive Center Drive, Suite 109
Post Office Box 100200
Columbia, SC 29202
(803) 771-7900 - Tel.
(803) 343-7013 - Fax
jhearn@rtt-law.com
Attorneys for the Plaintiff
010378-00062

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 Circuit Court Alternative Dispute Resolution Rules.
This case is subject to MEDIATION pursuant to the Circuit Court Alternative Dispute Resolution Rules.
This case is exempt from ADR (certificate attached).

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)
Notice/File Med Mal (230)
Other

Torts - Personal Injury

- Assault/Slander/Libel (300)
Conversion (310)
Motor Vehicle Accident (320)
Premises Liability (330)
Products Liability (340)
Personal Injury (350)
Wrongful Death (360)
Other (399)

- Claim & Delivery (400)
Condemnation (410)
Foreclosure (420)
Mechanic's Lien (430)
Partition (440)
Possession (450)
Building Code Violation (460)
Other (499)

Inmate Petitions

- PCR (500)
Sexual Predator (510)
Mandamus (520)
Habeas Corpus (530)
Other (599)

Judgments/Settlements

- Death Settlement (700)
Foreign Judgment (710)
Magistrate's Judgment (720)
Minor Settlement (730)
Transcript Judgment (740)
Lis Pendens (750)
Other (799)

Administrative Law/Relief

- Reinstate Driver's License (800)
Judicial Review (810)
Relief (820)
Permanent Injunction (830)
Forfeiture (840)
Other (899)

- Arbitration (900)
Magistrate-Civil (910)
Magistrate-Criminal (920)
Municipal (930)
Probate Court (940)
SCDOT (950)
Worker's Comp (960)
Zoning Board (970)
Administrative Law Judge (980)
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 Deposition (650)

Submitting Party Signature:

[Handwritten Signature]

Date:

8/28/07

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Act, S.C. Code Ann. §15-36-10 et. seq.

Frivolous Civil Proceedings Sanctions

55

STATE OF SOUTH CAROLINA )  
)  
CHARLESTON COUNTY )  
)  
Deutsche Bank National Trust Company, as Trustee of )  
Ameriquest Mortgage Securities, Inc., Asset Backed )  
Pass Through Certificates, Series 2005-R4CGM under )  
the Pooling and Servicing Agreement dated as of May )  
1, 2005, without recourse, )  
Plaintiff )  
)  
vs. )  
)  
Vandora M. Huggins-Edwards a/k/a Vandora H. )  
Edwards; et al. )  
Defendants. )

IN THE CIRCUIT COURT FOR THE  
NINTH  
JUDICIAL CIRCUIT

07-CP-10-2596

CERTIFICATE OF EXEMPTION  
FROM ADR

DOCKET NO. 06-CP-10-2859

I certify that this action is exempt from ADR because:

- this is a special proceeding or action seeking extraordinary relief such as mandamus, habeas corpus of prohibition;
- this action is appellate in nature;
- this is a post-conviction relief matter;
- this is a contempt of court proceeding;
- this is forfeiture proceeding brought by the State;
- this is a case involving a mortgage foreclosure; or
- the parties submitted the case to voluntary mediation with a certified mediator prior to the filing of this action.

\_\_\_\_\_  
**Plaintiff/Attorney(s) for Plaintiff(s)**

John J. Hearn (SC Bar # 6635)  
Rogers Townsend & Thomas, PC

220 Executive Center Drive, Suite 109  
Post Office Box 100200  
Columbia, SC 29202  
(803) 771-7900

\_\_\_\_\_  
**Defendant/Attorney(s) for Defendant(s)**

Vandora Huggins-Edwards  
1218 Gunn Avenue  
Charleston, South Carolina 29407

Date: August 28, 2008

009088-00508

9-2-08

07-CP- 10 -2596

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

DOCKET NO. 06-CP-10-2859

Deutsche Bank National Trust Company, as Trustee of Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates, Series 2005-R4CGM under the Pooling and Servicing Agreement dated as of May 1, 2005, without recourse,

Plaintiff,

FIRST AMENDED LIS PENDENS

v.

Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards; Sylvia Anne Lawrence a/k/a Sylviatte Anne Lawrence; Glenn M. Huggins; Michael Huggins; Donnell Huggins; Samuel Huggins; Ira Huggins a/k/a Ira S. Huggins; Derwin Huggins; Andrean Huggins Cotton a/k/a Adrienne Huggins Cotton; Sharon H. Smack; Dewayne Dixon; Kimberly Nelms; Timothy Nelms; Jennifer Nelms; Michael A. Brown; Demetrius Huggins Nelms, a minor; Darius Simmons, a minor; Dondre Simmons, a minor; Reginald Huggins; Joseph Huggins; Heather Huggins; Barbara Huggins; any other Heirs-at-Law or Devisees of Ricky Henry Huggins, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Henry Buster Huggins, Jr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Michelle Huggins, Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Devisees of Buster Huggins, Sr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons

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2008 SEP -2 PM 1:09  
JULIE J. ARMSTRONG  
CLERK OF COURT  
BY \_\_\_\_\_

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entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; also any persons who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons under a disability being a class designated as Richard Roe; South Carolina Department of Revenue; Safeway Finance; Ford Motor Credit Company; General Motors Acceptance Corporation; White Directory Holdings Carolina, Inc. d/b/a The Talking Phone Book; Monogram Credit Card Bank of Georgia; Michael Twitty; Deborah Twitty; and the United States of America, by and through its agency, the Internal Revenue Service;

Defendants.

(009088-00508, 010378-00062 JJH))  
Loan Number: 0114711120

NOTICE IS HEREBY GIVEN THAT an action has been or will be commenced in this Court upon complaint of the above-named Plaintiff against the above-named Defendant(s) for the foreclosure of a certain mortgage of real estate given by Vandora M. Huggins-Edwards to Ameriquet Mortgage Company dated April 6, 2005, and recorded in the Office of the RMC/ROD for Charleston County on April 27, 2005, in Mortgage Book R534 at Page 330. This Mortgage was subsequently assigned to the Plaintiff herein by Assignment of Mortgage dated July 26, 2006, and recorded on August 21, 2006, in Book C598 at Page 671.

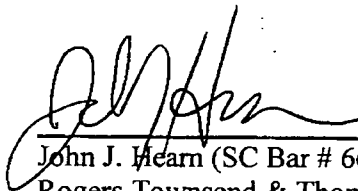
The premises covered and affected by the said mortgage and by the foreclosure thereof were, at the time of the making thereof and at the time of the filing of this notice, described as follows:

ALL those two (2) lots of land, together with the buildings thereon, situate, lying and being on the public road or street known formerly as Seventh Avenue, but now known as Gunn Avenue, in the portion of Hillsboro called Maryville, in St. Andrews Parish, in the County of Charleston, State of South Carolina, and known and designated as Lot Nos. 322 and 323 on a plat of Hillsboro called Maryville, which plat is recorded in Plat Book "F", at Page 188 of Charleston County. Reference is hereby craved to said plat for a more complete and accurate metes and bounds description.

This being the identical property conveyed to Vandora H. Edwards a/k/a Vandora M. Huggins-Edwards by deed of Lucille Huggins, dated November 15, 2004 and recorded December 2, 2004 in Deed Book Y517 at Page 835.

Property Address: 1218 Gunn Avenue  
Charleston, SC 29407

TMS# 418-05-00-279



---

John J. Hearn (SC Bar # 6635)  
Rogers Townsend & Thomas, PC  
220 Executive Center Drive – Suite 109 (29210)  
Post Office Box 100200  
Columbia, SC 29202-3200  
(803) 771-7900 tel. #  
(803) 343-7107 fax #  
Attorneys for the Plaintiff

August 28, 2008

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Deutsche Bank National Trust Company, as  
Trustee of Ameriquest Mortgage Securities, Inc.,  
Asset Backed Pass Through Certificates, Series  
2005-R4CGM under the Pooling and Servicing  
Agreement dated as of May 1, 2005, without  
recourse,

Plaintiff,

v.

Vandora M. Huggins-Edwards a/k/a Vandora H.  
Edwards, et al.;

Defendants.

IN THE COURT OF COMMON PLEAS

DOCKET NO. 2006-CP-10-2859

AFFIDAVIT OF ATTORNEY'S FEES AND  
COSTS

Deficiency Judgment Demanded  
Against Vandora M. Huggins-Edwards a/k/a  
Vandora H. Edwards

(010378-00062 SMF)

PERSONALLY appeared before me, the undersigned, who being duly sworn, deposes  
and says:

I am one of the attorneys for Plaintiff in the above-captioned action.

Background of Representation and Nature, Extent and Difficulty of the Representation

Plaintiff engaged my law firm, Rogers Townsend & Thomas, PC, to foreclose the  
mortgage that is the subject of this action. Plaintiff instructed our firm to handle this action as  
expeditiously as possible. Moving foreclosure cases along quickly is important to our clients because  
almost always our client's equity position deteriorates with time as the borrower fails to pay interest on his  
or her loan. Furthermore, in foreclosure cases, our clients face the increased risk that borrowers will not  
preserve the value of their homes as well as those borrowers who are not in default. Finally, there is a risk  
that they will allow their insurance to lapse or will not be able to pay their real property taxes.

When it referred this case to us, our client also provided us with an extensive list of  
instructions, including compliance with investor requirements and/or government or private insuring  
agreements and federal and state consumer protection laws.

Foreclosure cases typically involve multiple defendants, defendants with competing  
interests, and, frequently, third-party bidders. Unlike many other cases involving litigation, they require a  
title abstract to be performed. Foreclosure cases are governed by state statutes, specific rules of civil

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procedure, and an ever-growing body of common law. They also involve consumer rights protected by both federal and state statutes and case law. Frequently, homeowners will file petitions in the United States Bankruptcy Court to forestall the loss of their homes. Foreclosure cases usually involve pro se litigants who often contact our firm by telephone or in person (at the office or in court just before the hearing) to learn about the process, to learn how to reach our client directly, to try to bring their loan current, to pay off their loan, or to have their loan modified. At the time we accept a case, we do not know the full extent of the challenges we will run into and have to deal with for the fees we have agreed to handle the case for.

When RTT assumed the representation of Plaintiff in this foreclosure action, we assumed a number of risks. Those risks include the possibility that any of the parties involved (the plaintiff, the court, our own staff, a third-party bidder, or some other third party) could make an error at any stage of the process. Errors made in the process of a foreclosure case can be expensive to remediate, largely because of the value of real property, but also because our client's instruction that we complete cases as expeditiously as possible requires us to presume that, for the most part, the legal process will run smoothly and without unnecessary errors or delays. We also incurred the risk that the borrower might try to mislead us about a loss mitigation resolution or that he or she might file a bankruptcy petition just before a critical event in the case.

I am informed and believe that Plaintiff selected RTT to handle this foreclosure because we have a large staff of attorneys and other skilled non-attorney professionals who are highly trained in a legal system that enables RTT to comply with Plaintiff's instructions. RTT also has expensive computer systems, and RTT creates and maintains data about our clients and the court system in the state that enable us to move cases quickly, to comply with the law, and to deal with borrowers. RTT also has sufficient capital to allow it to advance the litigation expenses required for cases to move quickly and efficiently. RTT has a proven track record with Plaintiff for accomplishing its work expeditiously and inexpensively.

We received this file and entered data about this case into our system to enable the rest of the foreclosure process to run smoothly. We then updated that data as we learned more about the case. We examined the title to identify all parties having or claiming any interest in the subject real estate. Ultimately, my fellow counsel, our staff, and I have been responsible for the preparation of the following pleadings and other documents in this case:

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. Consent(s) to Order of Reference
6. Order of Reference

7. Notices of Hearing

Additionally, we have been responsible for preparing and serving the pleadings upon each defendant personally or by statutory/substitute service; obtaining reinstatement and payoff figures and payment histories (if requested or required); and scheduling and attending the hearing in this matter.

Our responsibilities after today include sending copies of the notice of the entry of 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 Foreclosure Deed and any other documents necessary in this particular action.

I am informed and believe that all litigation expenses were reasonably and necessarily incurred.

Time Necessarily Devoted to the Case

We do not keep up with the time we spend on each case. To do so would create unnecessary costs for both our client and for the borrower. After today, however, I estimate that, in addition to the time and effort we have expended to date in prosecuting this action, our firm will spend a minimum of four more hours working on the case. 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 reserve the right to re-visit the question of attorney's fees should the action proceed in an unexpected way.

Professional Standing of Counsel

The attorneys at RTT who primarily work on foreclosure cases in South Carolina are Samuel C. Waters, Cheryl H. Fisher, Reginald P. Corley, Jennifer W. Rubin, Ellie C. Floyd, Michael P. Morris, Eve M. Stacey, Mary R. Powers, Robert P. Davis, William S. Koehler, John P. Fetner, Kelsey K. Lipscomb, Vance L. Brabham, III, and Andrew W. Montgomery. Some or all of them worked on this case. We occasionally call on other lawyers in the firm to help us out.

I. Mr. Waters concentrates his practice in the areas of foreclosure, bankruptcy and real estate. He was formerly counsel for eight years to the Loan Guaranty Division, Department of Veterans Affairs for the District of South Carolina. Mr. Waters regularly participates as faculty for continuing legal education programs sponsored by the South Carolina Bar and by private organizations. Since 1984, Mr. Waters has been in the private practice of law with an emphasis on foreclosures of residential mortgage loans insured by the Department of Housing and Urban Development, the Department of Veterans Affairs, Federal National Mortgage Association and Federal Home Loan Mortgage Corporation as well as commercial private mortgage insurers. He was the RTT attorney who first designed the systems used to enable us to handle foreclosure cases expeditiously and inexpensively.

He continues to make sure that those systems are updated and that our practice runs properly. Mr. Waters regularly meets with clients and others to learn their most current requirements. He serves as chairman of the board of directors of Rogers Townsend & Thomas, PC.

II. Since 1991, Ms. Fisher has concentrated her practice in the areas of foreclosure and real estate. She has presented multiple C.L.E.'s including one entitled "Focusing on Liens Which Affect Real Property". She, too, has been involved in keeping our case management system running smoothly and accurately. She is a shareholder and serves as the Department Head for the Default Services Department at Rogers Townsend & Thomas.

III. Mr. Corley concentrates his practice in the areas of foreclosure, bankruptcy and real estate. Since his admission to the bar in 2001, Mr. Corley has represented lenders or servicers in foreclosure and other related actions throughout the state of South Carolina. Mr. Corley is responsible for managing our non-attorney foreclosure staff. He also helps improve our system and collaborates with other attorneys in the firm in doing so. He is a shareholder in the firm.

IV. Ms. Rubin was admitted to the South Carolina Bar in 1999, and served as a law clerk for the Honorable H. Dean Hall for one year following her graduation from law school. She has been employed with Rogers Townsend & Thomas since 2000, and is a shareholder with the firm. Ms. Rubin concentrates her practice in the areas of mortgage, collection, title, and real estate law. She is a frequent speaker at local and national seminars, and was named the South Carolina Bar Young Lawyers Division "Young Lawyer of the Year for 2005-2006."

V. Ms. Floyd has concentrated her practice in the areas of foreclosure and real estate since her admission to the bar in 2001. Since 2002, she has represented lenders and servicers in thousands of foreclosure actions throughout South Carolina. She is personally familiar with the requirements of individual masters-in-equity and special referees in South Carolina.

VI. Mr. Morris concentrates his practice in the areas of foreclosure, real estate, bankruptcy and title curative litigation. Since his admission to the South Carolina Bar in 2005, Mr. Morris has represented lenders or servicers in foreclosure, creditors in bankruptcy and other related actions throughout the state of South Carolina. He has attended thousands of foreclosure hearings in South Carolina and has reviewed thousands of reports on sale for accuracy.

VII. Ms. Stacey was admitted to the South Carolina Bar in 1979. She has spent most of the ensuing years in government relations. She has experience in handling real estate title issues. Since coming to Rogers Townsend & Thomas she has focused exclusively on representation of lenders and servicers in foreclosure actions throughout South Carolina. She has reviewed thousands of foreclosure complaints for accuracy.

VIII. Ms. Powers was admitted to the South Carolina Bar in 2001. After about a year with the SC Employment Security Commission, she began representing creditors in bankruptcy and handling foreclosure cases and general collections. She also spent a brief period representing debtors in bankruptcy, but she now concentrates her practice on representing creditors in foreclosure and bankruptcy matters.

IX. Mr. Davis has concentrated his practice in the areas of real estate and foreclosure since his admission to the bar in 2005. His experience includes closing mortgage loan transactions and representing lenders and servicers in foreclosure actions throughout South Carolina.

X. Mr. Koehler was admitted to the South Carolina Bar in 2006. He concentrates his practice in the areas of foreclosures, bankruptcy and real estate. Since being admitted to the bar, Mr. Koehler has represented lenders and servicers in foreclosures and related bankruptcies throughout South Carolina.

XI. Ms. Goings was admitted to the South Carolina Bar in 2008, and served as law clerk to the Honorable William P. Keesley for one year following her graduation from law school. Since that time, she has concentrated her practice in the areas of real estate, banking law and foreclosure. She now represents lenders and servicers in foreclosure and related actions throughout South Carolina.

XII. Mr. Fetner was admitted to the South Carolina Bar in 2008. He concentrates his practice in the areas of foreclosures and real estate. Since 2008, Mr. Fetner has represented lenders and servicers in foreclosure and other related actions throughout South Carolina.

XIII. Ms. Lipscomb was admitted to the South Carolina Bar in 2008. She is currently working in foreclosure, and represents lenders and servicers in foreclosures and other related actions throughout South Carolina.

XIV. Mr. Brabham was admitted to the South Carolina Bar in 2003. After serving as the law clerk to the Honorable Diane S. Goodstein for one year, he practiced general litigation with an emphasis in construction and real estate litigation. He now represents creditors in foreclosure and real estate actions throughout South Carolina.

XV. Mr. Montgomery was admitted to the South Carolina Bar in 2010. He concentrates his practice in the areas of foreclosures and real estate. Since 2010, Mr. Montgomery has represented lenders and servicers in foreclosure and other related actions throughout South Carolina.

In addition, we have available to us other attorneys in the firm who handle non-routine or contested litigation matters, including John Hearn and myself. Mr. Hearn concentrates his practice in the areas of foreclosure and real estate. Since 2002, Mr. Hearn has represented lenders or servicers in foreclosure and other related actions throughout the state of South Carolina.

I was admitted to the South Carolina Bar in 2008. I concentrate my practice in real estate litigation, mortgage foreclosure litigation, title insurance litigation, and tax sale litigation.

Finally, we are able to provide legal services inexpensively because we use a staff of highly trained and efficient non-attorney professionals, all of whom are supervised by some or all of the attorneys listed above.

#### Contingency of Compensation

We work on a flat-fee basis for uncontested cases. When a case becomes contested, we are sometimes paid an additional flat sum for specific tasks, or we are paid by the hour.

In any event, in almost all of our cases our clients do not pay us until long after it has referred the case to us. Because of the long delay between the work we perform and when we are paid, we run the risk that our client will go into insolvency proceedings or transfer a loan to another entity during the foreclosure proceeding and never pay us. Our experience has confirmed the reality of such risk of non-payment.

#### Beneficial Results Obtained

I have submitted this affidavit because I believe the Court will enter a judgment of foreclosure and sale consistent with the relief we requested in the pleadings. Therefore, if the court is considering this affidavit, it is only because my law firm has obtained a beneficial result for my client.

#### Litigation Costs

Early on in this case, our firm discovered in reviewing the title work of the subject property that the mortgagor, Vandora M. Huggins-Edwards, did not actually own 100% interest in the property. We also discovered that one of the owners of the adjoining property, JK Properties, LLC, had filed a lawsuit for a quiet title and partition action involving the subject property (civil action # 2007-CP-10-2596). We filed a title claim with Ticor Title Insurance Company of Florida, which retained our firm on behalf of the insured to defend the insured's interest in the partition action. From that point on, our litigation section handled this matter on an hourly basis. Responsibilities related to the litigated portion of this case included:

1. Defended insured in related lawsuit – civil action # 2007-CP-10-2596
  - Filed Answer on behalf of Deutsche Bank National Trust Company;
  - Attended hearing on 1/24/08;
  - Agreed to a consent order consolidating the two actions;
2. Filed and served foreclosure complaint on mortgagor;
3. Reviewed mortgagor's motion to set aside entry of default;
4. Reviewed title work on the subject property and the adjoining property;
5. Reviewed closing attorney's file;

6. Identified mortgagor's relatives with an interest in the subject property to be named as defendants;
7. Filed Plaintiff's Motion to Vacate and Motion to Amend Scheduling Order; Attended hearing and drafted a proposed order;
8. Filed First Amended Lis Pendens, First Amended Summons and First Amended Complaint to add 30+ defendants; Served these pleadings on the defendants via regular mail, personal service or publication;
9. Reviewed numerous responses to the amended pleadings;
10. Complied with HAMP;
11. Filed Plaintiff's Second Motion to Amend Complaint, and Plaintiff's Motion to Strike Frivolous Pleadings and Motions of Defendant Vandora M. Huggins-Edwards; Attended 11/23/10 hearing and drafted a proposed order;
12. Filed Second Amended Lis Pendens; Second Amended Summons and Second Amended Complaint in order to add tax sale purchaser of the adjoining parcel as a defendant; Served these pleadings on defendants via regular mail, personal service and publication;
13. Reviewed numerous responses to the second amended pleadings;
14. Consented to Appointment of a Guardian ad Litem;
15. Communications with the title insurance company, the insured, defendants' counsel, pro se defendants, the guardian ad litem and the tax sale purchaser;
16. Filed Notice of Motion and Motion for Default Judgment Upon Hearing;
17. Attended multiple hearings and status conferences;
18. Served discovery requests;
19. Monitored tax sale of adjoining property;
20. Complied with the SC Supreme Court's Administrative Order re Foreclosure intervention;
21. Reviewed probate files;
22. Attended pre-trial conference;
23. Filed Plaintiff's Motion for Partial Summary Judgment and attended hearing on this motion; Drafted proposed order;
24. Subpoenaed trial witnesses;
25. Attended mediation;
26. Prepared for trial;
27. Prepared trial witnesses.

In addition to the time expended to date in handling the litigated aspects of this action, I anticipate a minimum additional 15 hours of attorney time and 5 hours of paralegal time will be spent in resolving the title issues in this case. I would respectfully reserve the right to re-visit the question of attorney's fees for the litigated portion of the case should the action proceed in an unexpected way.

My law firm had spent untold amounts of time handling the routine aspects of this case and has spent, so far, over 570 hours of attorney time and paralegal time dealing with the litigated aspects of this case. I charge \$175 per hour for my time. Our paralegals charge \$100 per hour for their time. With respect to attorney's fees for the litigated portion of this case, in view of the potential liabilities inherent in a real property matter, the attendant responsibilities, and the size of the mortgage debt, I think that a reasonable attorney's fee for the litigated portion of this case would be \$83,043.00.

#### Customary Legal Fees for Similar Services

Under the foregoing recitals, I have found that courts generally award attorney's fees of \$83,043.00 or more for similar residential foreclosure cases in South Carolina. The fee I am requesting in this case is in line with the amount that courts generally award for attorney's fees for similar litigated residential foreclosure cases in South Carolina. This sum is contemplated in language contained in the mortgage previously offered into evidence in this action.

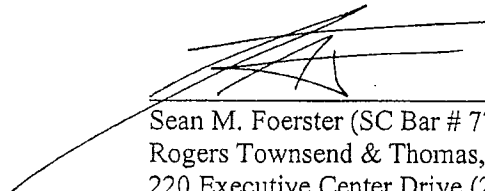
#### Costs and Expenses

The following costs, which are secured by the mortgage being foreclosed, have been incurred to date and not reflected as a portion of the corporate advances:

a) Filing fees (Lis Pendens, Complaint, etc)	\$150.00
b) Service of process	\$135.00
c) Recording fee for assignment of mortgage	\$6.00
d) Motion fees (5)	\$125.00
e) Reference fee	\$125.00
f) Appraisal fees (4 x \$325)	\$1,300.00
g) GAL fees	\$4,900.00
h) Auto mileage reimbursement	\$625.66
i) DHEC fee for death certificate	\$17.00
j) Out of town travel	\$398.01
k) Arbitrators/Mediators	\$1,718.38
l) Motion fees	\$275.00
m) Parking	\$17.50
n) Service of Process by Publication	\$2,791.96
o) Service of Process	\$2,195.00
p) Surveying Services	\$1,450.00
q) Witness fee	\$43.87
TOTAL COSTS OF COLLECTION TO DATE	\$16,273.38

#### Conclusion

In view of all of the foregoing facts and the size of the mortgage debt involved in this case, in my professional opinion a reasonable attorney's fee would be \$83,043.00, plus costs and expenses in the amount of \$16,273.38.



---

Sean M. Foerster (SC Bar # 77466)  
Rogers Townsend & Thomas, PC  
220 Executive Center Drive (29210)  
P.O. Box 100200  
Columbia, SC 29202-3200  
(803) 771-7900  
sean.foerster@rtt-law.com

ATTORNEYS FOR PLAINTIFF DEUTSCHE BANK  
NATIONAL TRUST COMPANY, AS TRUSTEE OF  
AMERIQUEST MORTGAGE SECURITIES, INC., ASSET  
BACKED PASS THROUGH CERTIFICATES, SERIES 2005-  
R4CGM UNDER THE POOLING AND SERVICING  
AGREEMENT DATED AS OF MAY 1, 2005, WITHOUT  
RECOURSE

Rogers Townsend & Thomas, PC and its staff are debt collectors.

Sworn to before me this 27th day of February, 2012.

Sheryl H. Jones  
Notary Public for South Carolina  
My Commission Expires: 8-5-13

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THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS

APPEAL FROM THE CHARLESTON COUNTY

MASTER IN EQUITY COURT

HONORABLE JUDGE MIKELL R. SCARBOROUGH

Case No. 2006-CP-10-2859

Appellate Case No. 2012-212524

Deutsche Bank National Trust Company, as Trustee of  
Ameriquest Mortgages Securities, Inc. Asset Backed Passed  
Through Certificates, Series 2005-R4CGM under the Pooling  
And Servicing Agreement dated as May 01, 2005, without recourse,

Respondent,

v.

Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards; Sylvia Anne Lawrence a/k/a Sylviette Anne Lawrence; Glenn Huggins; Micheal Huggins; Donnell Huggins; Samuel Huggins; Ira S. Huggins; Derwin Huggins; Andrean Huggins Cotton a/k/a Adrienne Huggins Cotton; Sharon H. Smack; Dewayne Dixon; Kimberly Nelms; Timothy Nelms; Jennifer Nelms; Michael A. Brown; Demetrius Huggins Nelms; a minor, Darius Simmons; a minor, Dondre Simmons; a minor; Reginald Huggins; Joseph Huggins; Heather Huggins; Barbara Huggins; any other Heirs-at-Law or Deviseses of Rickey Henry Huggins, Deceased their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Deviseses of Henry Buster Huggins, Jr., Deceased, their heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at- Law or Deviseses of Michelle Huggins; Deceased, theirs heirs, Personal Representatives, Administrators, Successors and Assigns, and all other persons entitled to claim through them; any other Heirs-at-Law or Deviseses of Buster Huggins Sr., Deceased, theirs heirs, Personal Representative, Administrators, Successors and assigns, and all other persons entitled to claim through them; all unknown persons with any right, title or interest in the real estate described herein; who may be in the military service of the United States of America, being a class designated as John Doe; and any unknown minors or persons disability being a class designated as Richard Roe; South Carolina Department of Revenue; Safeway Finance; Ford Motor Credit Company; General

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Motors Acceptance Corporation; White Directory Holding Carolina, Inc. d/b/a The Talking Phone Book; Monogram Credit Card Bank of Georgia; Michael Twitty; Deborah Twitty; The United States of America, by and through its agency, The Internal Revenue Service; and John C. Bigler..... Defendants,  
Of Whom Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards \_\_\_\_\_ Appellant.

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PROOF OF SERVICE

---

Sean M. Foerster  
Rogers & Townsend & Thomas PC  
P. O. Box 100200 (29202)  
220 Executive Center Drive  
Columbia, South Carolina, 29210  
(803) 771-7900

Attorneys for Respondent Deutsche Bank  
National Trust Company, As Trustee of  
Ameriquest Mortgage Securities, Inc.  
Asset Backed Pass Through Certificates,  
Series 2005-R4CGM under pooling  
And Servicing Agreement dated May 1, 2005,  
Without recourse

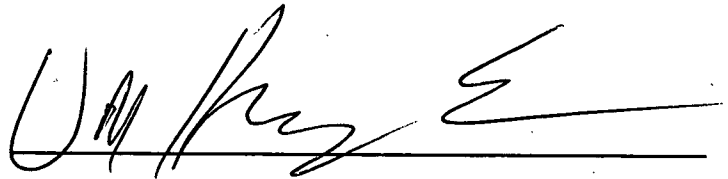
Vandora M. Huggins-Edwards  
1218 Gunn Avenue  
Charleston, South Carolina  
(843) 801-7392

The Appellant-PRO SE

91

I Vandora M. Huggins-Edwards personally on May 08, 2014 hand delivered one copy of the Third Amended Record on Appeal to the office Rogers & Townsend & Thomas PC, 200 Executive Center Drive, Columbia, South Carolina.

August 14, 2014

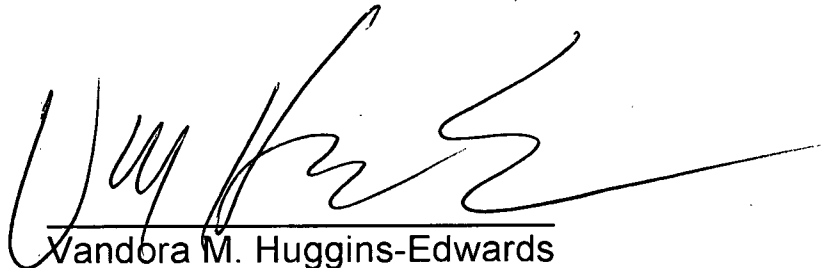
A handwritten signature in black ink, appearing to read 'Vandora M. Huggins-Edwards', written over a horizontal line.

Vandora M. Huggins-Edwards  
1218 Gunn Avenue  
Charleston, South Carolina 29407  
(843)801-7392  
PRO SE

CERTIFICATE OF COUNSEL

I Vandora M. Huggins-Edwards the undersigned hereby certifies the Supplemental Record on Appeal contains all material proposed to be Included by any of the parties and not any other material.

August 14, 2014



Vandora M. Huggins-Edwards  
1218 Gunn Avenue  
Charleston, South Carolina 29407  
(843) 801-7392  
Pro SE for Appellant

1072

THE STATE OF SOUTH CAROLINA  
IN THE COURT OF APPEALS  
APPEAL FROM THE CHARLESTON COUNTY  
MASTER IN EQUITY COURT  
HONORABLE JUDGE MIKELL R. SCARBOROUGH

Case No. 2006-CP-10-2859

Appellate Case No. 2012-212524

Deutsche Bank National Trust Company, as Trustee of  
Ameritrust Mortgages Securities, Inc. Asset Backed Passed  
Through Certificates, Series 2005-R4CGM under the Pooling  
And Servicing Agreement dated as May 01, 2005, without recourse,

Respondent,

v.

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persons disability being a class designated as Richard Roe; South Carolina Department of Revenue; Safeway Finance; Ford Motor Credit Company; General Motors Acceptance Corporation; White Directory Holding Carolina, Inc. d/b/a The Talking Phone Book; Monogram Credit Card Bank of Georgia; Michael Twitty; Deborah Twitty; The United States of America, by and through its agency, The Internal Revenue Service; and John C. Bigler..... Defendants,  
Of Whom Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards \_\_\_\_\_ Appellant.

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PROOF OF SERVICE

---

Sean M. Foerster  
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P. O. Box 100200 (29202)  
220 Executive Center Drive  
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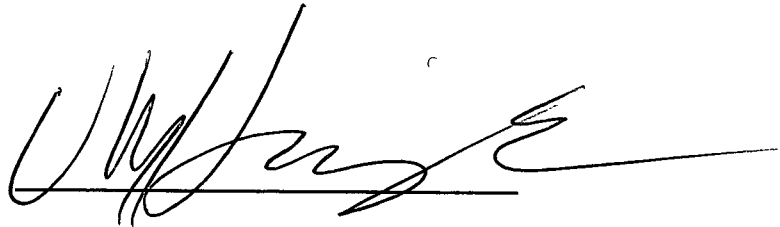
Attorneys for Respondent Deutsche Bank  
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Ameriquest Mortgage Securities, Inc.  
Asset Backed Pass Through Certificates,  
Series 2005-R4CGM under pooling  
And Servicing Agreement dated May 1, 2005,  
Without recourse

Vandora M. Huggins-Edwards  
1218 Gunn Avenue  
Charleston, South Carolina  
(843) 801-7392

The Appellant-PRO SE

I Vandora M. Huggins-Edwards on August 14, 2014 by depositing  
Into the United States Postal Service one copy of the Supplemental  
Record on Appeal to the Respondent attorney at the following address:  
Rogers & Townsend & Thomas PC,  
200 Executive Center Drive,  
Columbia, South Carolina, 29210.

August 14, 2014

A handwritten signature in black ink, appearing to read 'Vandora M. Huggins-Edwards', written over a horizontal line.

Vandora M. Huggins-Edwards  
1218 Gunn Avenue  
Charleston, South Carolina 29407  
Pro SE

THE STATE OF SOUTH CAROLINA

IN THE COURT OF APPEALS

APPEAL FROM THE CHARLESTON COUNTY

MASTER IN EQUITY COURT

HONORABLE JUDGE MIKELL R. SCARBOROUGH

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Department of Revenue; Safeway Finance; Ford Motor Credit Company; General Motors Acceptance Corporation; White Directory Holding Carolina, Inc. d/b/a The Talking Phone Book; Monogram Credit Card Bank of Georgia; Michael Twitty; Deborah Twitty; The United States of America, by and through its agency, The Internal Revenue Service; and John C. Bigler..... Defendants,  
Of Whom Vandora M. Huggins-Edwards a/k/a Vandora H. Edwards \_\_\_\_\_ Appellant.

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PROOF OF SERVICE

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Rogers & Townsend & Thomas PC  
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Attorneys for Respondent Deutsche Bank  
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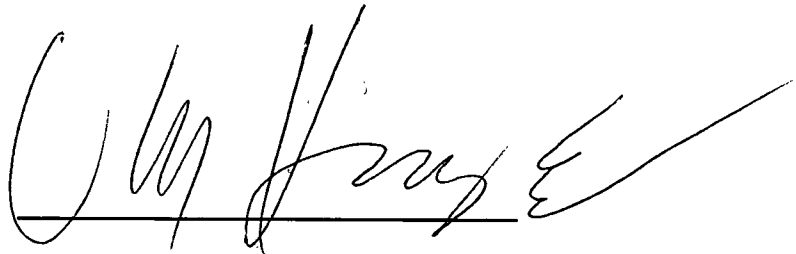
Vandora M. Huggins-Edwards  
1218 Gunn Avenue  
Charleston, South Carolina  
(843) 801-7392

The Appellant-PRO SE

I Vandora M. Huggins-Edwards on August 14, 2014 by depositing  
Into the United States Postal Service sixteen copies of the Supplemental  
Record on Appeal to The South Carolina Court of Appeal at the following  
address:

1205 Pendleton Street  
Columbia, South Carolina, 29210.

August 14, 2014

A handwritten signature in black ink, appearing to read 'Vandora M. Huggins-Edwards', written over a horizontal line.

Vandora M. Huggins-Edwards  
1218 Gunn Avenue  
Charleston, South Carolina 29407  
Pro SE