

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
CASE NO.: 2016-CP-07-01466

Deutsche Bank National Trust Company
as Trustee for NovaStar Mortgage Funding
Trust, Series 2006-5 NovaStar Home
Equity Loan Asset-Backed Certificates,
Series 2006-5,

Plaintiff,

v.

Terry Lennette Grant; Catherine Alls,
Defendant(s)

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

DEFICIENCY WAIVED

RECEIVED

SEP 03 2021

SC Court of Appeals

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

Pursuant to the said reference, a hearing was held on August 3, 2021, a record was made which is reported herewith, and from the testimony and evidence I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on June 29, 2016 Amended Lis Pendens was filed November 9, 2017, and Re-Filed Lis Pendens was filed March 15, 2021..
2. The Summons and Complaint were filed on June 29, 2016, and Amended Summons and Complaint filed November 9, 2017..
3. Service was made upon the Defendants as is shown by the proofs of service filed herein.

File reference: 15-22471

CID541361

DID200284

4. The Defendant Terry Grant is not in default, Defendant Catherine Alls is in default as to the allegations in Plaintiff's Amended Summons and Complaint, as shown by Affidavit filed herein.

5. According to an Affidavit filed herein, no Defendant in default is in the military service of the United States of America, as contemplated under the Servicemembers' Civil Relief Act fka Soldiers' and Sailors' Civil Relief Act of 1940, and any amendments thereto.

6. The Defendant Terry Lennette Grant answered the Amended Summons and Complaint in this action and all Defendants have been notified of the time and date of this hearing.

7. The Defendants were notified of the time, date and place of hearing in this matter.

8. For value received, Terry Lennette Grant made, executed and delivered a note, dated September 18, 2006, promising thereby to pay to the order of NovaStar Mortgage, Inc. the sum of \$680,000.00 with interest at an adjustable rate initially of 7.75% per annum (hereinafter "Note"). Other terms and conditions are stated in the note, which is of record herein.

9. To better secure the payment of the Note described above, the said Terry Lennette Grant made, executed and delivered a mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., in writing, dated September 18, 2006, covering real property in Beaufort County, which is the same as that described in the Complaint. The Mortgage was recorded on September 26, 2006 and is of record in the Beaufort County Registry in Book 2448 at page 823.

10. This mortgage constitutes a valid first lien on the subject property.

11. The legal description contained in the Mortgage was reformed by Order Granting Plaintiff's Motion for Partial Summary Judgment recorded February 7, 2014 in Civil Action No.

2010-CP-07-01690. Said Civil Action was dismissed; however, said dismissal was for the foreclosure portion of the action only, and any other judgments and causes of action were specifically preserved.

12. Thereafter, the Mortgage was assigned to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 by assignment recorded on December 10, 2009 in Book 2915 at Page 902.

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

14. Furthermore, Plaintiff complied with Administrative Order 2011-05-02-1 issued by the South Carolina Supreme Court.

15. The titleholder(s) of record of the Property as of the filing of the Lis Pendens, Amended Lis Pendens, and Re-Filed Lis Pendens in this action was Terry Lennette Grant.

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

17. Having considered the nature, extent and difficulty of the services rendered (the field of mortgage foreclosures being a specialized area of practice); the time involved in reviewing

the various loan documents, performing the title search, preparing the pleadings and preparing for and attending hearings; the professional standing of the Plaintiff's attorney; the fee customarily charged in this jurisdiction for similar services; and the beneficial results obtained for the Plaintiff, I find that the sum of \$19,093.00 is a reasonable attorney's fee for the Plaintiff's attorney for services performed up to this point in time under the terms of the note and mortgage. Performance of additional services may result in a determination by this court that additional reasonable attorney's fees are due.

18. The amount due and owing on the Note and Mortgage, with interest at the rate provided in the Note, and other costs and expenses of collection, including attorney's fees, secured by the Note and Mortgage, is as follows:

Principal due as of today's date:	08/03/2021		\$ 672,991.46
Accrued interest from:	12/01/2007	to: 02/03/2021	\$ 688,278.85
Per diem interest from:	02/04/2021	to: 08/03/2021	\$ 25,864.90
Accruing at:	7.75% per annum		
Advancements to Escrow			\$ 169,542.43
Corporate Advances			\$ 41,863.72
Late charges:			\$ 2,681.27
Prior servicer fees:			\$ 2,672.03
Costs of collection prior to hearing:			\$ 1,454.21
Attorney's fees:			\$ 19,093.00

19. Total Debt secured by Note and Mortgage, is \$1,624,441.87. Interest shall be added to the total debt at the rate stated above until the date a judicial sale is conducted herein. Additional interest accrual after the date of such judicial sale will be governed by terms set forth herein below.

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

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

A. The Defendant, Catherine Alls, have or may claim to have some interest in the Property by virtue of a judgment lien against Terry Grant, in the original principal amount of \$6,600.00, which lien was filed in the Beaufort County Records on 08/05/2009 in Civil Action No., 2009-CP-07-01098. Said lien is junior and subordinate to Plaintiff's Mortgage and is hereby eliminated through a properly completed foreclosure sale.

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

1. The Plaintiff should have judgment of foreclosure of its Mortgage; and the Property should be ordered sold at public auction after due advertisement.
2. That there is due to the Plaintiff on its Note and Mortgage the sum of \$1,624,441.87, representing the Total Debt due to the Plaintiff as outlined above.
3. That the amount due in the preceding paragraph (the "Total Debt") and later accrued interest and costs shall constitute the total judgment debt due to the Plaintiff and shall bear interest as previously set forth at the rate of 7.75% per annum.

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED:

1. Plaintiff's Motion for Summary Judgment is granted.
2. That the Defendant(s) liable for the aforesaid Mortgage debt shall, prior to the date and time of the sale of the Property, hereinafter described, pay to the Plaintiff, or the Plaintiff's

attorney, the amount of the Plaintiff's debt to include continuing accruing interest as aforesaid, together with the costs and disbursements of this action.

3. That on default of payment prior to the date and time of the sale, the Property, hereinafter described, shall be sold by the undersigned Master In Equity at public auction, at the Beaufort County Courthouse, City of Beaufort, County and State aforesaid, on some convenient sales day hereafter, on the following terms, that is to say:

- A. FOR CASH: The undersigned Master In Equity shall require a deposit of 5% on the amount of the bid (in cash or equivalent) the same to be applied on the purchase price only upon compliance with the bid, but in case of non-compliance within thirty (30) days the same to be forfeited and first applied to the costs incurred by the Plaintiff related to the sale and the balance then applied to the Plaintiff's debt in a manner suitable to the Plaintiff.

- B. Interest on the balance of the bid shall be paid to the day of compliance at the rate of 7.75% per annum.

- C. The sale shall be subject to taxes and assessments, existing easements and restrictions of record, and any other senior encumbrances.

- D. Purchaser to pay for the deed and the cost of recording the deed.

4. If the Plaintiff is the successful bidder at the said sale, for a sum not exceeding the amount of costs, expenses and the indebtedness of the Plaintiff in full, the Plaintiff may pay to the undersigned Master In Equity only the amount of the costs and expenses, crediting the balance of the bid on the Plaintiffs indebtedness.

5. That a personal or deficiency Judgment being Waived, the bidding will not remain open for thirty (30) days and bidding will be final on the date of the sale, and compliance with the bid may be made immediately.
6. That the undersigned Master In Equity will, by advertisement according to law, give notice of the time and place of sale and the terms thereof; and that he/she will execute to the purchaser, or purchasers, a deed to the Property sold. The Plaintiff, or any other party to this action, or any other person may become a purchaser at such sale. If such sale is made to anyone other than the Plaintiff or its assignee, should the successful bidder, or his/her assignee, fail to comply with the terms thereof within thirty (30) days after the date of sale, then the undersigned Master In Equity or the Plaintiff may re-advertise the Property for sale on the next, or some other subsequent, sales day, according to the same terms set forth herein, and so on from time to time thereafter until a full compliance shall be secured.
7. In the event an agent of the Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the terms and conditions as set forth in the Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.
8. That the undersigned Master In Equity shall apply the proceeds of the sale as follows:

FIRST: To the payment of the amount of the costs and expenses of this action, including any Guardian Ad Litem fee or fees of attorneys appointed under Order of Court; and

NEXT: To the payment of the amount to the Plaintiff, or the Plaintiffs Attorney, of the amount of the Plaintiff's debt and interest (including attorney fees) or so much thereof as the purchase money will pay on the same; and

NEXT: Any surplus will be held pending further Order of this Court pursuant to Rule 71(c), SCRPC.

9. That it is further ORDERED, ADJUDGED AND DECREED that each Defendant named herein, and all persons whomsoever claiming under him, them or it, be forever barred and foreclosed of all right, title, interest and equity of redemption in the said mortgaged premises so sold, or any part thereof.
10. That it is further ORDERED ADJUDGED AND DECREED that the deed of conveyance made pursuant to this judgment and said sale shall contain the names of only the Plaintiff, the first-named Defendant, who was the title holder of the mortgaged property at the time of the filing of the Lis Pendens, and the Grantee; and that the Beaufort County Register of Deeds is hereby authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.
11. It is further ORDERED, ADJUDGED AND DECREED that in the event the successful bidder to whom the deed of conveyance has been issued subsequent to the sale is other than the Defendants in possession herein, the Sheriff of Beaufort County may be ordered and directed to eject and remove from the premises the occupants of the property sold, together with all personal property located thereon, and put the successful bidder to whom the deed of conveyance has been issued or his assigns in full, quiet and peaceable possession of said premises, and to keep said successful bidder or his assigns in such peaceable possession.
12. That it is further ORDERED ADJUDGED AND DECREED that after the Order Confirming Sale and Disbursements has been issued and filed, the undersigned Master

In Equity shall direct the Register of Deeds to release of record the lien(s) being foreclosed, which lien(s) are described in the Findings of Fact herein above.

13. That it is further ORDERED ADJUDGED AND DECREED that the Deed and the Mortgage is reformed as described in the Findings of Fact herein above.

14. That it is further ORDERED ADJUDGED AND DECREED that the following is a description of the Property herein ordered to be sold:

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND, TOGETHER WITH IMPROVEMENTS THEREON, SITUATE, LYING AND BEING ON HILTON HEAD ISLAND, COUNTY OF BEAUFORT, STATE OF SOUTH CAROLINA, DESIGNATED AS PARCEL A AND CONTAINING 0.46 ACRES AS SHOWN ON A SURVEY ENTITLED "AN ASBUILT SURVEY OF PARCEL A, WILD HORSE ROAD," PREPARED FOR TERRY L. GRANT BY COOK LAND SURVEYING, BY DONALD R. COOK, JR., S.C.R.L.S. #19010, DATED FEBRUARY 13, 2013 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY SOUTH CAROLINA IN PLAT BOOK 136 AT PAGE 139. THIS BEING THE SAME PROPERTY DESIGNATED AS PARCEL A AND CONTAINING 0.46 ACRES AS SHOWN ON THAT SURVEY ENTITLED "3.99 AC., WILD HORSE ROAD," PREPARED FOR MS. TERRY L. GRANT BY DONALD R. COOK, JR., S.C.R.L.S. #19010, DATED DECEMBER 22, 2003 AND RECORDED DECEMBER 31, 2003 IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 96 AT PAGE 191.

ALSO:

A NON-EXCLUSIVE, APPURTENANT, ASSIGNABLE EASEMENT AND RIGHT OF WAY, WHICH SHALL RUN WITH THE TITLE TO PARCEL A CONTAINING 0.46 ACRES, REFERENCED ABOVE, OR ANY PORTIONS THEREOF, FOR INGRESS, EGRESS AND ACCESS OF VEHICULAR AND PEDESTRIAN TRAFFIC TO AND FROM WILD HORSE ROAD OVER, ACROSS, AND THROUGH THOSE CERTAIN PARCELS OWNED BY TERRY LENNETTE GRANT DESCRIBED AS PARCEL B AND ACCESS & DRAIN FIELD EASEMENT ON BOTH THAT SURVEY ENTITLED "3.99 AC.," PREPARED FOR MS. TERRY L. GRANT BY DONALD R. COOK, JR., S.C.R.L.S. #19010, DATED DECEMBER 22, 2003 AND

RECORDED DECEMBER 31, 2003 IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 96 AT PAGE 191 AND THAT SURVEY ENTITLED "AN ASBUILT SURVEY OF PARCEL A, WILD HORSE ROAD," PREPARED FOR TERRY L. GRANT BY COOK LAND SURVEYING, BY DONALD R. COOK, JR., S.C.R.L.S. #19010, DATED FEBRUARY 13, 2013 AND RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY SOUTH CAROLINA IN PLAT BOOK 136 AT PAGE 139, INCLUDING WITHOUT LIMITATION A NON-EXCLUSIVE, APPURTENANT, ASSIGNABLE EASEMENT AND RIGHT OF WAY, WHICH SHALL RUN WITH THE TITLE TO PARCEL A CONTAINING 0.46 ACRES, REFERENCED ABOVE, OR ANY PORTIONS THEREOF, FOR INGRESS, EGRESS AND ACCESS OF VEHICULAR AND PEDESTRIAN TRAFFIC TO AND FROM WILD HORSE ROAD OVER, ACROSS, AND THROUGH THE "ASPHALT DRIVE" AS SHOWN ON THE SURVEY RECORDED IN PLAT BOOK 136 AT PAGE 139.

SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY, COVENANTS AND RESTRICTIONS, IF ANY, MORE PARTICULARLY IDENTIFIED IN THE ABOVE REFERENCED PLAT OR OTHERWISE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA, WHICH ARE APPLICABLE TO THE ABOVE DESCRIBED PROPERTY.

THIS BEING A PORTION OF THE SAME PROPERTY CONVEYED TO TERRY LENNETTE GRANT BY DEED OF TERRY GRANT ENTERPRISES, INC. DATED AUGUST 9, 2001 AND RECORDED AUGUST 24, 2001 IN BOOK 1463 AT PAGE 54 AND RE-RECORDED FEBRUARY 10, 2004 IN BOOK 1908 AT PAGE 2034 IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA.

CURRENT ADDRESS OF PROPERTY: 226 Wildhorse Road, Hilton Head Island, SC 29926

TMS: R510 007 000 018A 0000

AND IT IS SO ORDERED.

JUDGE'S SIGNATURE PAGE TO FOLLOW

A non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through those certain parcels owned by Terry Lennette Grant described as Parcel B and Access & Drain Field Easement on both that survey entitled "3.99 AC.," prepared for Ms. Terry L. Grant by Donald R. Cook, Jr., S.C.R.L.S. #19010, dated December 22, 2003 and recorded December 31, 2003 in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 96 at Page 191 and that survey entitled "An Asbuilt Survey of Parcel A, Wild Horse Road," prepared for Terry L. Grant by Cook Land Surveying, by Donald R. Cook, Jr., S.C.R.L.S. #19010, dated February 13, 2013 and recorded in the Office of the Register of Deeds for Beaufort County South Carolina in Plat Book 136 at Page 139, including without limitation a non-exclusive, appurtenant, assignable easement and right of way, which shall run with the title to Parcel A containing 0.46 acres, referenced above, or any portions thereof, for ingress, egress and access of vehicular and pedestrian traffic to and from Wild Horse Road over, across, and through the "asphalt drive" as shown on the survey recorded in Plat Book 136 at Page 139.

SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

This being a portion of the same property conveyed to Terry Lennette Grant by Deed of Terry Grant Enterprises, Inc. dated August 9, 2001 and recorded August 24, 2001 in Book 1463 at Page 54 and re-recorded February 10, 2004 in Book 1908 at Page 2034 in the Office of the Register of Deeds for Beaufort County, South Carolina.

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the ____ day of _____, 2021 and a copy mailed first class or placed in the appropriate attorney's box on this ____ day of _____, 2021 to attorneys of record or to parties (when appearing pro se) as follows:

Catherine Aills 5074 Carole Place 10C Stone Mountain, GA 30087
Catherine Aills 3534 Timbercloch Trl Snellville, GA 30039
Terry Lennette Grant PO Box 21936 Hilton Head Island, SC 29925
Terry Lennette Grant 226 Wild Horse Road Hilton Head Island, SC 29926
Terry Lennette Grant c/o William H. Sloan, Esquire Post Office Box 85 Summerville, SC 29484

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

ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT



Beaufort Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Terry Lennette Grant ,
defendant, et al
Case Number: 2016CP0701466
Type: Master/Order/Foreclosure & Sale and Form 4

So Ordered:

s/Marvin H. Dukes III #3069