

STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

Appeal from Beaufort County
Marvin H. Dukes, Master in Equity

RECEIVED
Sep 27 2021
SC Court of Appeals

Appellate Case No. 2021- 000978
Trial Case No. 2016-CP-07-1466

Terry Lennette Grant

Appellant

V.

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

Respondents

MOTION FOR REMAND AND STAY

The Appellant, Terry Lennette Grant, through her undersigned counsel, would move the court for an Order, pursuant to Rules 203, 204 221(b), 240, and 241 SCRAP; first, for an Order, with leave, remanding jurisdiction of this action to the Circuit Court for the purpose of the Master in Equity to hear and rule upon the Appellants annexed Motion for Relief of Judgment. that is attached hereto as Appellant's Exhibit # 1; and secondly, to stay any further action in this foreclosure

proceeding by the Master-in Equity until a ruling would have been made upon the annexed Motion for Relief of Judgment.

Respectfully submitted,

The Houston Law Firm, LLC
1000 Main Street, Suite 200C
Hilton Head Island, SC 29926
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By: 

Charles E. Houston Jr.
SC Bar # 2663
Attorney for Defendant

September 26, 2021
Hilton Head Island, SC

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	CASE #2016-CO-07-01466
)	
)	
Deutsche Bank, National Trust Company as)	NOTICE OF MOTION AND MOTION
Trustee for Novastar Mortgage Funding)	FOR RELIEF OF JUDGMENT
Trust, Series 2006-5, Novastar Home Equity)	
Loan Asset-Backed Certificates, Series 2006-5))	
)	
Plaintiff)	
)	
)	
Vs.)	
)	
Terry Lennette Grant and Catherine Alls.)	
)	
Defendant(s)))	

TO: WILLAIM STORK, ESQ. AND BROCK & SCOTT, PLLC; ATTORNEY FOR PLAINTIFF:

The Defendant, Terry Lennett Grant,, by and through her undersigned attorney, will pursuant to SCRCP Rules 60(b)(1)and (3); move before the Honorable Marvin H. Dukes, Master in Equity and Special Circuit Court Judge, Fourteenth Judicial Circuit, at the Beaufort County Judicial Center, 101 Ribaut Road, Beaufort, South Carolina upon ten (10) days after service hereof, or at such other time and place as may be convenient to the Court and Counsel to amend the findings of fact and conclusions of law or make new findings and conclusions and direct the entry of a new judgment setting aside the Order of the Court filed on August 6, 2021 (See Exhibit 1)¹ in the action herein. The grounds for the Motion are as follows:

Procedural Facts

There is a relevant history of mortgage transactions between the parties.(See Exhibit 30) This action was commenced by the fling of the Summons and Complaint on June 29, 2016 (See Exhibit 2)².

¹ Exhibit 1 Order August 6, 2021
² Exhibit 2 Complaint June 29, 2016

The action was stayed on September 20, 2018, by Order of the US Bankruptcy Court (See Exhibit 3)³.

Defendant's prior counsel was released as Counsel by Order of the Court dated May 22, 2018 (See Exhibit 4)⁴.

The court issued an Order on May 22, 2018, commanding and directing that all notices and services upon the Defendant be made to her Post Office Box (Refer to Exhibit 4 page 2).

Plaintiff's counsel thereafter made the following filings

- 1) Notice of Hearing on Plaintiff's Motion for Summary Judgment Certificate of Service reflects the documents was sent to **P O Box 21936**, Hilton Head Island, SC June 15, 2018 (See Exhibit 5)⁵:
- 2) Notice of Hearing on Plaintiff's Motion for Summary Judgment Certificate of Service reflects the documents was sent to **P O Box 21936 and Physical Address**, Hilton Head Island, SC June 15, 2018 (See Exhibit 6)⁶
- 3) Order Denying Motion to Reconsider & Granting Motion to Amend Answer; **No Certificate of Service was filed, and Defendant was not served**, Order dated June 25, 2018 (See Exhibit 7)⁷.
- 4) Notice of Hearing on Plaintiff's Motion for Summary Judgment Certificate of Service reflects documents was sent to **Defendant's P O Box 21936 and 226 Wild Horse Road, Hilton Head Island, SC**; date July 17, 2018: Hearing date August 1, 2018 (See Exhibit 8)⁸.

³ Exhibit 3 Stay Order Due to Bankruptcy

⁴ Exhibit 4 Order Relieving William Sloan As Def Attorney of Record

⁵ Exhibit 5 COS June 15, 2018, to Def PO BOX

⁶ Exhibit 6 COS June 15, 2018, to DEF PO BOX and DEF Physical Address

⁷ Exhibit 7 Order Denying Motion to Reconsider Granting Mot to Amend Answer June 25, 2018

⁸ Exhibit 8 Notice of Hearing on MSJ Sent to DEF P O Box and Physical Address July 17, 2018

- 5) Affidavit in Support of Judgment, Timeka J. Motlow/Ocwen Loan Servicing LLC Certificate of Service reflects the documents was sent to Defendant's **physical address only**, 226 Wild Horse Road, Hilton Head Island, SC; No mailbox receptacle at location; page 10 of 57 does not reflect Defendant's true signature; at COS dated July 27, 2018 (See Exhibit 9)⁹.
- 6) Supplemental Memorandum of Law in Support of Plaintiff's Motion for Summary Judgment Certificate of Service reflects the documents was sent to Defendant's **P O Box 21936 and Defendant's physical address** 226 Wild Horse Road, Hilton Head Island, SC; COS dated August 15, 2018(See Exhibit 10)¹⁰.
- 7) Motion and Order Stay Due to Bankruptcy Filing Certificate of Service reflects the documents was sent to Defendant's **physical address only** 226 Wild Horse Road, Hilton Head Island, SC; COS date stamped September 14, 2018, however, date that was handwritten is not clear Plaintiffs alleging service was executed; **Defendant was never served** (See Exhibit 11)¹¹ .
- 8) Order of Stay Due to Bankruptcy dated September 20, 2018: **No Certificate of Service filed; Defendant was not served** (See Exhibit 12)¹²
- 9) Motion and Order to Restore case date stamped May 5, 2020, alleging it was sent to Defendant on May 1, 2020, however, Certificate of Service reflects the documents was sent to Defendant's **physical address ONLY** 226 Wild Horse Road, Hilton Head Island, SC; The alleged notice only filed no Motion included. There was no order filed either on May 5, 2020 (See Exhibit 13)¹³ .
- 10) Order to Restore date stamped May 21, 2020: **No Certificate of Service filed or**

⁹ Exhibit 9 COS July 27, 2018, Affidavit in Support of Judgment to DEF Physical address ONLY

¹⁰ Exhibit 10 COS August 15, 2018, Sup. Memo of Law in Support of Plaintiff's M S Jent

¹¹ Exhibit 11 COS Motion and Order Stay September 14, 2018, to DEF Physical Address ONLY.pdf

¹² Exhibit 12 Order stay Case September 20, 2018

¹³ Exhibit 13 Motion Order to Restore date May 1, 2020, to DEF Physical Address ONLY

served. Defendant was never served a copy of this order to restore (See Exhibit 14)¹⁴.

11) Re-filed-Lis Pendens date stamped March 15, 2021; **No Certificate of Service filed, Defendant was never served.** The Public Index Court record allegedly reflects Amended Lis Pendens, however, NEF only (See Exhibit 15)¹⁵.

12) Affidavit in Support of Judgment date stamped April 2, 2021, Certificate of Service reflects the documents was sent to Defendant's **physical address ONLY**, 226 Wild Horse Road, Hilton Head Island, SC; **Defendant was never served** (See Exhibit 16)¹⁶.

13) Email request for updates from Judge Dukes office to Plaintiff's Counsel (ex-parte communication) dated July 12, 2021; Defendant was not included in this communication (See Exhibit 17)¹⁷.

14) Email from Plaintiff's counsel to Judge Duke's office (ex-parte communication) July 12, 2021, without sending copy to Defendant. Defendant was not included in this communication (See Exhibit 18)¹⁸.

15) Motion for Summary Judgment, Memo in Support and Exhibits filed July 15, 2021, Certificate of Service reflects documents was sent to Defendant's **physical address only**, 226 Wild Horse Road, Hilton Head Island, SC; **No mailbox receptacle; Defendant was never served** (See Exhibit 19)¹⁹.

16) Notice of Hearing on Motion for Summary Judgment, filed July 15, 2021; hearing scheduled for August 3, 2021, Certificate of Service reflects the documents was

¹⁴ Exhibit 14 Order to Restore case to active NO COS

¹⁵ Exhibit 15 Re Filed Lis Pendens with change e to legal description March 15, 2021

¹⁶ Exhibit 16 COS Affidavit Supp of Judgment April 2, 2021 to DEF physical address ONLY.pdf

¹⁷ Exhibit 17 Ex parte Communication JD to DC July 12, 2021

¹⁸ Exhibit 18 Email ex parte communication DC to JD July 12, 2021

¹⁹ Exhibit 19 COS MSJ July 15, 2021 to DEF Physical address ONLY

sent to Defendant's **physical address only**, 226 Wild Horse Road, Hilton Head Island, SC; **No mailbox receptacle; Defendant was never served (See Exhibit 20)**²⁰.

17) Affidavit of Default and Certification and Compliance Coronavirus Aid Relief and Economic Security Act dated July 30, 2021, Certificate of Service reflects the documents was sent to Defendant's **Physical address only**, 226 Wild Horse Road, Hilton Head Island, SC; **No mailbox receptacle; Defendant was never served (See Exhibit 21)**²¹.

18) Amended Affidavit of Default dated July 30, 2021; **No Certificate of Service filed; Defendant was never served (See Exhibit 22)**²²

19) Record of Hearing for Foreclosure case dated August 3, 2021, **Certificate of Service not filed; Defendant was never served (See Exhibit 23)**²³.

20) Master In Equity Order and Judgment for Foreclosure and Sale and Form 4 dated August 6, 2021; **Certificate of Service not filed; Defendant was never served (Refer to Exhibit 1)**

21) Notice of Sale date stamped August 6, 2021, to Foreclose and Sell property on September 7, 2021; **No Certificate of Service filed; Defendant was never served (See Exhibit 24)**²⁴.

22) Master In Equity's Filed Order and Judgment of Foreclosure and Sale Notice of Sale date stamped August 11, 2021; Certificate of Service reflects Defendant being served via (%) William H. Sloan, Esquire Post Office Box 85 Summerville, SC 29484; however, William H Sloan was relieved as counsel by Order dated May

²⁰ Exhibit 20 COS NOTICE OF HEARING Schedule for August 3, 2021 to DEF Physical Address ONLY

²¹ Exhibit 21 COS Affidavit and Certification and Compliance July 30, 2021, to DEF Physical address ONLY

²² Exhibit 22 Amended Affidavit July 30, 2021, def not served

²³ Exhibit 23 Record of Hearing Foreclosure case August 3, 2021 COS not filed

²⁴ Exhibit 24 Notice of Foreclosure Sales dated August 6, 2021 sale September 7, 2021

22, 2018, three years ago. **Defendant was never served (See Exhibit 25)²⁵.**

23) Deutsche Bank filed a Notice of Appearance on August 11, 2021; **No Certificate of Service filed; Defendant was never served (See Exhibit 26)²⁶.**

24) Clerk of the Court sent Defendant copy of Order/Judgment of Foreclosure filed August 6, 2021; returned copy reflects that the court sent it to the Defendant's **physical address only**, 226 Wild Horse Road, Hilton Head Island, **SC**; **No mailbox receptacle; Defendant was never served (See Exhibit 27)²⁷.**

25) **Notice (Order of Sale) signed by Judge Dukes; August 8, 2021; COS Not filed; Defendant never served for sale; No Certificate of Service filed; Defendant was never served (See Exhibit 28)²⁸.**

26) Notice of Sale date stamped September 15, 2021, for Foreclosure Sale October 4, 2021, Certificate of Service reflects the documents was sent to Defendant's P O Box 21936 and Physical address 226 Wild Horse Road, Hilton Head Island, SC (See Exhibit 29)²⁹.

EXCUSABLE NEGLECT

In each of the above referenced filings the Defendant was not served with notice as provided by Rule 5, SCRCP in that they were not sent to her proper address as Order by the Court.

That the Defendant had neither actual or constructive notice of the foregoing and has been immensely prejudiced as the actions of the Plaintiff's counsel denied her the opportunity of a fair hearing upon the merits of the action

²⁵ Exhibit 25 COS Order Judgment Foreclosure Sale dated August 11, 2021, to William Sloan

²⁶ Exhibit 26 Public Index Deutsche August 11, 2021, Notice of Appearance No COD filed

²⁷ Exhibit 27 Clerk of Court sent mail to Def Physical address ONLY dated August 6, 2021

²⁸ Exhibit 28 NOS Package with No Cert of Service August 8, 2021

²⁹ Exhibit 29 COS NOS dated September 15, 2021, for October 4, 2021 to DEF PO BOX and Physical address

. The Defendant was only informed that her property was scheduled to be sold at judicial foreclosure sale by letter from Plaintiff's counsel dated September 15, 2021 and sent to her correct mailing address.

The Defendant is informed and believes that the foregoing facts establish the requirements of excusable neglect under Rule 60B (1), SCRCP to have the Order of Foreclosure set aside and a new trial granted under the premises.

EXTRINSIC FRAUD

The Defendant incorporates by reference all the proceeding matters set forth in this Motion.

Plaintiff's counsel was served with the May 22, 2018, Order of the Court directing that the serving of motions and notices were to be sent to the Defendant at a specific Post Office Box address.

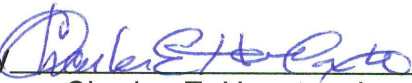
In addition to the Court Order, Plaintiff's counsel had noticed that prior notices sent to the Defendant not addressed to her correct mailing address were being returned by the U.S. Postal Service to the Clerk of Court as undeliverable.(See Exhibit 27).

That after the Order of Foreclosure had been procured, the Plaintiff sent her notice of the Judicial sale to her correct address. (see Exhibit 29).

The Plaintiff is further informed and believes that the actions of the Plaintiff's counsel were motivated to secure the Defendant's lack of knowledge of the proceedings developing in the case and to prevent her from appearing during the course of the foreclosure proceedings, which deprived her of the opportunity to be heard and preventing her from fully exhibiting and trying her case. That this has prevented or robbed the Court of the opportunity of ruling upon a real and complete contest of the issues.

Respectfully submitted,

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By 
Charles E. Houston Jr.
SC Bar # 2663
Attorney for Defendant

September 27, 2021

Hilton Head Island, SC

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

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), SCRPC. 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 Plaintiff's 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), SCRCP.

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

FORM 4

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

JUDGMENT IN A CIVIL CASE

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

Terry Lennette Grant; Catherine Alls

DEFENDANT(S)

PLAINTIFF(S)

Submitted by: <u>Brock & Scott, PLLC</u> <u>Westpark Center</u> <u>3800 Fernandina Road Suite 110</u> <u>Columbia, SC 29210</u>	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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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
- STAYED DUE TO BANKRUPTCY**
- 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
If applicable, describe the property, including tax map information and address, referenced in the order: 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.

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 Alls 5074 Carole Place 10C Stone Mountain, GA 30087
Catherine Alls 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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

2016 JUN 29 AM 9:48
C/A NO.: 2016 CR 0701466

ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

COMPLAINT

(Non-Jury)

FORECLOSURE
OF REAL ESTATE
MORTGAGE

(Deficiency Judgment Demanded as to Defendant(s)
Terry Lennette Grant)

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

1. Plaintiff, 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, is a business entity duly authorized to conduct business in the State of South Carolina.
2. Upon information and belief, the Defendant(s), Terry Lennette Grant and Catherine Alls, may claim some interest in the real estate, which is the subject of this action and this Court has proper jurisdiction over said Defendants.
3. The real property hereinafter described, that is the subject of this action, is situated and located in the County of Beaufort, State of South Carolina, and this Court has proper jurisdiction over the subject matter and the parties of this action.
4. Heretofore, Terry Lennette Grant (hereinafter, "Borrower(s)") made, executed, and delivered to NovaStar Mortgage, Inc. (hereinafter, "Lender") a certain Adjustable Rate Note dated September 18, 2006, in writing (hereinafter, "Note"), wherein and whereby Terry Lennette Grant promised to pay to NovaStar Mortgage, Inc., the principal sum of \$680,000.00, together with interest at the rate of 7.75% per annum on the unpaid balance; said principal and interest being payable in monthly installments thereafter until the said Note is fully paid.

5. In order to secure the payment of said Note, the said Terry Lennette Grant (hereinafter, "Mortgagor(s)"), did make, execute, and deliver to Mortgage Electronic Registration Systems, Inc. as nominee for NovaStar Mortgage, Inc., its successors and assigns, a certain mortgage dated September 18, 2006 (hereinafter, "Mortgage") securing the below described real property, including any and all improvements to the property, located in the County and State aforesaid (hereinafter, "Property"):

(1) ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R510-007-000-017B 0000, being 0.38 Acres, on that certain Plat entitled "A Recombination Plat of 0.10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

ALSO

(2) ALL that certain piece, parcel or lot of land, including improvements thereon if any, situate and lying on Hilton Head Island, Beaufort County, South Carolina, more particularly shown and identified as formerly part of R510 007 000 018A 0000, being 0.10 Acres, on that certain Plat entitled "A Recombination Plat of 0,10 Acres and 0.38 Acres, a Section of Wild Horse Road Area" dated March 10, 2004, prepared by Coastal Surveying Co., Inc., by Michael R. Dunnigan, S. C. R. L. S. #11905, and recorded in the office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 98 at Page 75.

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 the same property conveyed to Terry Lennette Grant by Deed of Lindberg Bing dated March 17, 2014 and recorded March 18, 2014 in Book 1924 at Page 2538 in the records for Beaufort County, South Carolina.

Also

This being the same property conveyed to Christopher Robinson by Deed of Terry Lennette Grant dated May 28, 2014 and recorded May 28, 2014 in Book 3323 at Page 1640, re-recorded on May 30, 2014 in Book 3323 at Page 3327 in the records for Beaufort County, South Carolina.

Also

This being the same property conveyed to Terry Lennette Grant by Deed of Christopher Robinson dated December 30, 2014 and recorded December 30, 2014 in Book 3370 at Page 977 in the records for Beaufort County, South Carolina.

Parcel Number: R510 007 000 018A 0000

Property Address: 226 Wildhorse Road, Hilton Head Island, SC 29926

6. Said Mortgage was recorded on September 26, 2006 in Book 2448 at Page 823, in the Beaufort County Registry.
7. 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.
8. The Mortgage evidences and secures the repayment of money advanced by the Lender to, or on behalf of, the Mortgagor(s) and constitutes a valid first lien on the Property.
9. As required by South Carolina Supreme Court Administrative Order 2009-05-22-01 (hereinafter, "the Administrative Order"), Plaintiff states that this loan is owned or guaranteed by Fannie Mae, or it is owned or guaranteed by FHLMC, or the Servicer has signed an agreement to participate in the Home Affordable Modification Program (hereinafter, "the HAMP"); however, Plaintiff alleges upon information and belief, that the loan is not subject to modification under the HAMP as contemplated under the Administrative Order because the Borrower(s) failed to respond to the HAMP inquiries or failed to provide the necessary supporting documentation.
10. Any notice required by the terms of the Mortgage or by State or Federal law has been given to the applicable defendant(s) prior to the commencement of this action.
11. The Plaintiff herein is entitled to enforce said Note and has the right to foreclose by virtue of the Plaintiff's status as holder of the instrument, a nonholder in possession of the instrument who has the rights of a holder, or person not in possession of the instrument who is entitled to enforce the instrument pursuant to S.C. Code Ann. §§ 36-3-309 or 36-3-418(d) (2008).
12. In and by the terms of said Note and the Mortgage securing the same, it is provided, among other things, that on failure to pay any installment of either principal or interest or any portion thereof when

due, or if any of the conditions and requirements in the Mortgage securing the same not be complied with, then the whole principal sum and accrued interest shall at the option of the legal holder thereof become at once due and payable without notice, and collectible by foreclosure.

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

14. The Plaintiff demands a personal or deficiency judgment, and the Plaintiff has the right to seek a deficiency judgment against the maker(s) of its Note, Terry Lennette Grant. That in the event that the net amount realized by the Plaintiff upon the sale of the subject property is insufficient to pay in full the total indebtedness of the Plaintiff, including costs of collection, the Plaintiff demands a personal judgment against said Defendant(s) in the amount of such deficiency.

15. The installments of principal and interest falling due from and after January 1, 2008 have not been paid although demand for the payment thereof has been made. The Plaintiff, as holder of the said Note and Mortgage, has and does hereby elect to declare the entire balance of said principal and interest due and payable at once; that there is now due and owing and unpaid upon the said Note and Mortgage the full and just principal sum of \$672,991.46, together with interest at the rate of 7.75% per annum, the current/modified rate of interest, from the date of the last payment, together with reasonable attorneys' fees for the collection thereof and the costs of this action. Plaintiff may be forced to pay sums for taxes, insurance and costs for securing the property, which sums, according to the terms of the Mortgage, should be added to the amount of the debt.

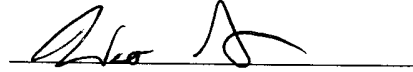
16. Upon information and belief, said information having been obtained from the records of Beaufort County, South Carolina, the Defendant(s) below named has/have or may claim to have some interest in or lien upon the Property by virtue of the matters and things herein below alleged, to-wit:

A. The Defendant, Catherine Alls, has 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 should be removed from the title to the Property upon the completion of a properly held foreclosure sale of the Property.

WHEREFORE, Plaintiff prays judgment that:

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

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



Wesley D. Dail, SC Bar # 100355

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

Date: 06/28/2016



COLUMBIA OFFICE

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

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

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

SEAN M. CORCORAN *

www.brockandscott.com

* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

June 28, 2016

Terry Lennette Grant
226 Wild Horse Road
Hilton Head Island, SC 29926

Dear Terry Lennette Grant:

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

On June 23, 2016, this office mailed you a notice of your rights, namely to dispute the validity of the debt, to dispute in writing all or a portion of the debt, or to write to us asking for the name and address of the original creditor if different from the current creditor, are not affected by the lawsuit we have filed against you.

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

Sincerely,

Brock & Scott, PLLC

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



COLUMBIA OFFICE

WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 803-454-3540
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* Licensed in North Carolina

** Licensed in North Carolina and South Carolina

June 28, 2016

Terry Lennette Grant
PO Box 21936
Hilton Head Island, SC 29925

Dear Terry Lennette Grant:

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

On June 23, 2016, this office mailed you a notice of your rights, namely to dispute the validity of the debt, to dispute in writing all or a portion of the debt, or to write to us asking for the name and address of the original creditor if different from the current creditor, are not affected by the lawsuit we have filed against you.

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STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

2016 JUN 29 AM 9:48 C/A NO.: 2016CPC0701466

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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

BERNARD ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

SUMMONS AND NOTICES

(Non-Jury)

**FORECLOSURE
OF REAL ESTATE
MORTGAGE**

TO THE DEFENDANT(S) ABOVE NAMED:

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

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

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

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

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



Wesley D. Dail, SC Bar # 100355

Attorney for Plaintiff
Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 803-454-3540
Fax 803-454-3541
Date: 06/28/2016

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,

vs.

Terry Lennette Grant, et al.,

Plaintiff(s)

Defendant(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

2016 JUN 29 AM 9:48 CP - 07 - 01466

ANN ROSENEAU BEAUFORT COUNTY, S.C. CLERK OF COURT

Submitted By:

Wesley D. Dail, SC Bar # 100355

Address: Brock & Scott, PLLC 3800 Fernandina Road, Suite 110 Columbia, SC 29210 Attorneys for Plaintiff Telephone #: 844-856-6646 Fax #: 336-455-7305 Email: ConsumerContact@brockandscott.com

NOTE: The coversheet 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 coversheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- Contracts: Constructions (100), Debt Collection (110), General (130), Breach of Contract (140), Fraud/Bad Faith (150), Failure to Deliver/ Warranty (160), Employment Discrim (170), Employment (180), Other (199)
Torts - Professional Malpractice: Dental Malpractice (200), Legal Malpractice (210), Medical Malpractice (220), Previous Notice of Intent Case # 20 -NI- -, Notice/ File Med Mal (230), Other (299)
Torts - Personal Injury: Conversion (310), Motor Vehicle Accident (320), Premises Liability (330), Products Liability (340), Personal Injury (350), Wrongful Death (360), Assault/Battery (370), Slander/Libel (380), Other (399)
Real Property: Claim & Delivery (400), Condemnation (410), Foreclosure (420), Mechanic's Lien (430), Partition (440), Possession (450), Building Code Violation (460), Other (499)
Inmate Petitions: PCR (500), Mandamus (520), Habeas Corpus (530), Other (599)
Administrative Law/Relief: Reinstate Drv. License (800), Judicial Review (810), Relief (820), Permanent Injunction (830), Forfeiture-Petition (840), Forfeiture-Consent Order (850), Other (899)
Judgments/Settlements: Death Settlement (700), Foreign Judgment (710), Magistrate's Judgment (720), Minor Settlement (730), Transcript Judgment (740), Lis Pendens (750), Transfer of Structured Settlement Payment Rights Application (760), Confession of Judgment (770), Petition for Workers Compensation Settlement Approval (780), Other (799)
Appeals: Arbitration (900), Magistrate-Civil (910), Magistrate-Criminal (920), Municipal (930), Probate Court (940), SCDOT (950), Worker's Comp (960), Zoning Board (970), Public Service Comm. (990), Employment Security Comm (991), Other (999)
Special/Complex /Other: Environmental (600), Automobile Arb. (610), Medical (620), Other (699), Sexual Predator (510), Permanent Restraining Order (680), Pharmaceuticals (630), Unfair Trade Practices (640), Out-of State Depositions (650), Motion to Quash Subpoena in an Out-of-County Action (660), Pre-Suit Discovery (670)

Submitting Party Signature: [Signature]

Date: 06/28/2016

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

Effective January 1, 2016, Alternative Dispute Resolution (ADR) is mandatory in all counties, pursuant to Supreme Court Order dated November 12, 2015.

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

Pursuant to the ADR Rules, you are required to take the following action(s):

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

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendants.

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

ORDER OF STAY
DUE TO BANKRUPTCY FILING

Upon motion of Attorney for the Plaintiff, and it appearing that the Defendant(s) Terry Lennette Grant [has](#) filed Chapter 13 Bankruptcy on August 13, 2018, Bankruptcy case number 18-04096, as evidenced by the Bankruptcy Court Docket Report attached to Plaintiff's Motion as Exhibit "A", and such filing results in an automatic stay in the present case.

IT IS THEREFORE ORDERED that the above case be stricken from the active roster of pending cases with leave to restore the action with the same civil action number, original filing date, and no further filing fee after the Bankruptcy case is dismissed or the Plaintiff has been granted a relief from the automatic stay by the Bankruptcy Court.

JUDGES SIGNATURE PAGE TO FOLLOW.



Beaufort Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Terry Lennette Grant ,
defendant, et al
Case Number: 2016CP0701466
Type: Order/Bankruptcy

So Ordered:

s/Marvin H. Dukes III #3069

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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,

versus

Terry Lennette Grant and Catherine Alls,
Defendant(s).

COURT OF COMMON PLEAS
14TH JUDICIAL CIRCUIT

CASE NO. 2016-CP-07-1466

**ORDER RELIEVING WILLIAM
H. SLOAN AS ATTORNEY FOR
TERRY LENNETTE GRANT**

This case before me on May 13, 2018 for two motions filed by William H. Sloan, Esq. as attorney for Defendant Grant to:

- A. Reconsider a previous Order granting the Plaintiff's Motion to Amend Complaint with regards to the legal description of the Mortgage and
- B. Motion to Amend Answer

Present for the Plaintiff was Genevieve Johnson, Esq.

Catherine Alls did not appear although she was properly noticed for the hearings.

Prior to the case being called to Order, Mr. Sloan and Dr. Grant brought to the attention of the Court and Plaintiff's counsel that Dr. Grant wished to relieve Mr. Sloan as her attorney and to continue with her case pro-se.

Ms. Johnson did not object to this request to relieve Mr. Sloan as attorney for Dr. Grant.

Dr. Grant, while wishing to proceed pro-se immediately, was not properly prepared to argue the Motions that Mr. Sloan filed for her.

Previously, the Plaintiff wished to have its Motion for Summary Judgment on this day as well; however, this Motion was continued by consent of the parties present for approximately

60 days. After a discussion on the record, it was agreed that Grant's Motion filed by Sloan would be continued for approximately 30 days.

IT IS THEREFORE ORDERED THAT:

- a. William H. Sloan, Esq. is relieved as attorney for Terry Lennette Grant effective immediately.
- b. Grant's Motions filed by Sloan shall be continued until the next roster of Motions to take place either June 12 or June 13, 2018.
- c. Plaintiff's Motion for Summary Judgment shall not be scheduled before July 9, 2018.
- d. Defendant Terry Grant shall receive all further notices from this Court at:

Post Office Box 21936

Hilton Head Island, SC 29925-1936

843-301-5750

IT IS SO ORDERED!

The Honorable Marvin Dukes

Beaufort County Master in Equity

Beaufort, South Carolina

May __, 2018



Beaufort Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Terry Lennette Grant ,
defendant, et al
Case Number: 2016CP0701466
Type: Order/Relieve Counsel

So Ordered:

s/Marvin H. Dukes III #3069

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
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,

vs.

Terry Lennette Grant; Catherine Alls,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466


CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on the 15th day of June, 2018, she served a copy of the Notice of Hearing on Plaintiff's Motion for Summary Judgment by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Documents Requested by Dr. Grant
Party (ies) Served:

Terry Lennette Grant
PO Box 21936
Hilton Head Island, SC 29925



Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
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,

vs.

Terry Lennette Grant; Catherine Alls,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on the 15th day of June, 2018, she served a copy of the Notice of Hearing on Plaintiff's Motion for Summary Judgment by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.


Pleading: Notice of Hearing on Plaintiff's Motion for Summary Judgment
Party (ies) Served:

Terry Lennette Grant
226 Wild Horse Road
Hilton Head Island, SC 29926

Terry Lennette Grant
PO Box 21936
Hilton Head Island, SC 29925

The Honorable Marvin H. Dukes
Beaufort County Master In Equity
PO Drawer 1228
Beaufort, SC 29902

Catherine Alls
3534 Timbercloth Trl
Snellville, GA 30039



Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS
C/A 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,
vs.

**ORDER DENYING DEFENDANT'S
MOTION TO RECONSIDER AND
ORDER GRANTING DEFENDANT'S
MOTION TO AMEND ANSWER**

Terry Lennette Grant; Catherine Alls,
Defendant(s).

THIS MATTER COMES BEFORE THE COURT on the following three motions filed
by Defendant Terry Lennette Grant:

1. Motion to Amend Answer filed July 21, 2017;
2. Motion to Reconsider Order to Amend Complaint filed November 7, 2017; and
3. Motion to Amend Answer filed February 15, 2018.

Present at the time of the hearing on June 13, 2018 were Genevieve S. Johnson of Brock and
Scott, PLLC, counsel for the Plaintiff and Defendant Terry Lennette Grant. After review of the
pleading, applicable rules of procedure and arguments of the parties, I hereby rule as follows:

I find the first motion has been rendered moot by the amended Complaint filed November
9, 2017 and subsequent amended answer filed on December 7, 2017.

Pursuant to SCRCP 15(b), "the court may allow the pleadings to be amended and shall do
so freely when the presentation of the merits of the action will be subserved thereby and the
objecting party fails to satisfy the court that the admission of such evidence would prejudice him
in maintaining his action or defense upon the merits." I find that the amended complaint does
not prejudice the Defendant. Therefore, The Motion to Reconsider Order to Amend Complaint is
denied. Likewise, I find the Plaintiff would not be unfairly prejudiced by the Defendant's Motion

to Amend Answer to include the defenses of laches and res judicata.

Additionally, Defendant Grant stated at the hearing she had been unable to obtain copies of the documents her prior counsel produced during discovery. Plaintiff agreed to provide copies of said documents to Defendant Grant.

For the forgoing reasons, it is hereby ORDERED, ADJUDGED, AND DECREED that

1. Defendant's Motion to Amend Answer filed July 21, 2017 is moot;
2. Defendant's Motion to Reconsider Order to Amend Complaint filed November 7, 2017 is denied;
3. Defendant Grant may amend her answer within 15 days of the date of this order to add the equitable defenses of laches and res judicata; and
4. Plaintiff will provide Defendant Grant copies of the documents previously produced by her former counsel during discovery within 30 days of the date of this order.

IT IS SO ORDERED.

*** JUDGE'S SIGNATURE PAGE TO FOLLOW ***



Beaufort Common Pleas

Case Caption: Deutsche Bank National Trust Company VS Terry Lennette Grant ,
defendant, et al
Case Number: 2016CP0701466
Type: Master/Order/Other

So Ordered:

s/Marvin H. Dukes III #3069

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT
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,

vs.

Terry Lennette Grant; Catherine Alls,
Defendant(s).

IN THE COURT OF COMMON PLEAS
C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

RECEIVED

Sep 27 2021

SC Court of Appeals

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on the 17th day of July 2018, she served a copy of the Notice of Hearing on Plaintiff's Motion for Summary Judgment by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Pleading: Notice of Hearing on Plaintiff's Motion for Summary Judgment
Party (ies) Served:

Terry Lennette Grant
226 Wild Horse Road
Hilton Head Island, SC 29926

Terry Lennette Grant
PO Box 21936
Hilton Head Island, SC 29925

The Honorable Marvin H. Dukes
Beaufort County Master In Equity
PO Drawer 1228
Beaufort, SC 29902

Catherine Alls
3534 Timbercloth Trl
Snellville, GA 30039



Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

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,

vs.

Terry Lennette Grant; Catherine Alls,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2016-CP-07-01466

CERTIFICATE OF SERVICE BY MAIL

RECEIVED

Sep 27 2021

SC Court of Appeals

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 27th day of July 2018, she served a copy of the below listed document(s) by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: Affidavit in Support of Judgment

Party(ies) Served:

Terry Lennette Grant
226 Wild Horse Road
Hilton Head Island, SC 29926

Catherine Alls
3534 Timberloch Trl
Snellville, GA 30039



Brittany R. Sloan
Litigation Paralegal
Brock & Scott, PLLC

Columbia, South Carolina

STATE OF SOUTH CAROLINA
COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

C/A 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,

CERTIFICATE OF SERVICE BY MAIL

Plaintiff,

RECEIVED

vs.

Sep 27 2021

Terry Lennette Grant; Catherine Alls,

SC Court of Appeals

Defendant(s).

The undersigned hereby certifies that she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion to be competent to serve papers.

That on the 15th day of August 2018, she served a copy of the below listed documents by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Documents: - Supplemental Memorandum of Law in Support of
the Plaintiff's Motion for Summary Judgment
- Certificate of Service by Mail

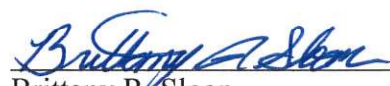
Party(ies) Served:

Terry Lennette Grant
226 Wild Horse Road
Hilton Head Island, SC 29926

Terry Lennette Grant
PO Box 21936
Hilton Head Island, SC 29925

The Honorable Marvin H. Dukes
Beaufort County Master In Equity
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Catherine Alls
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Snellville, GA 30039



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Brock & Scott, PLLC

Columbia, South Carolina