

Charles E. Houston, Jr.

September 30, 2020
ctappfilings@sccourts.org

RECEIVED

Oct 01 2021

SC Court of Appeals

Hon. Jenny Abbott Kitchings, Clerk
The South Carolina Court of Appeals
P.O. Box 1629
1220 Senate Street
Columbia, South Carolina 29201

Re: Appellate Case No. 2021- 000978
Deutsche Bank v. Terry L. Grant

Dear Ms. Kitchens:

We are submitting for filing Exhibits 30 to 30 O as supplemental Exhibits to our previously filed Exhibits 1-29 annexed to our Motion for Relief of Judgment. The Motion for Relief of Judgment itself is an Exhibit to our Motion to Stay and Remand. The originals are being mailed.

A copy of this letter is being served both via email and mail delivery to opposing counsel as indicated in the Certificate of Service with a courtesy copy being emailed to the Hon. Marvin H. Dukes, Master in Equity and Special Circuit Court Judge for Beaufort County, SC. Thank you for attending to this filing.

With kind regards, I am

Respectfully,
The Houston Law Firm LLC


Charles E. Houston Jr.

Encls: as stated

Cc: William Stork, Esq. of Brock and Scott
Hon. Marvin H. Dukes, Master in Equity
Terry L. Grant

EXHIBIT 30

Exhibit 30 : Greenpoint mortgage in the amount of \$398,000 on 3.95 acres dated December 8, 2003 recorded December 16, 2003

12/21/03
wolf
1074

After recording please return to:

GreenPoint Mortgage Funding, Inc.
[Company Name]

[Name of Natural Person]

33 San Pablo Avenue
[Street Address]

San Rafael, CA 94903
[City, State Zip Code]

BEAUFORT COUNTY SC - ROD
BK 01885 PGS 1116-1130
FILE NUM 2003088264
12/16/2003 08:47:41 AM
REC'D BY S FSMITH RCPT# 208253
RECORDING FEES 21.00

[Space Above This Line For Recording Data]

MORTGAGE

MIN 100013800829240361

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated **December 08, 2003**, together with all Riders to this document.

(B) "Borrower" is **Terry Lennette Grant**

. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is **GreenPoint Mortgage Funding, Inc.**

Lender is a **Corporation** organized and existing under the laws of the State of New York. Lender's address is **100 Wood Hollow Drive, Novato, CA 94945**

(E) "Note" means the promissory note signed by Borrower and dated **December 08, 2003**. The Note states that Borrower owes Lender **Three Hundred Ninety Eight Thousand and 00/100ths** Dollars (U.S. **\$398,000.00**)



G P M W D 0 0 8 2 9 2 4 0 3 6 1 1 7

plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **January 01, 2034**.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower *[check box as applicable]*:

- | | | |
|--|---|---|
| ☐ Adjustable Rate Rider | ☐ Condominium Rider | ☐ Second Home Rider |
| ☐ Balloon Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Revocable Trust Rider | |
| ☐ Other(s) <i>[specify]</i> | | |

(I) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) **"Escrow Items"** means those items that are described in Section 3.

(M) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security



Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

County of Beaufort :
 [Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
 AS MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HERE OF.

which currently has the address of 226 Wild Horse Road

Hilton Head Island , South Carolina 29926 ("Property Address"):
 [City] [Street] [Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:



1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow



Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

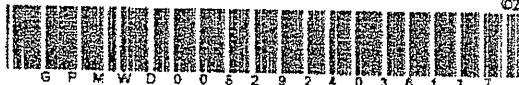
Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards



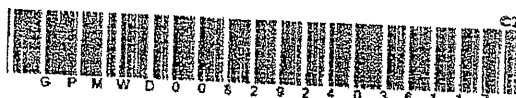
including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.



6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

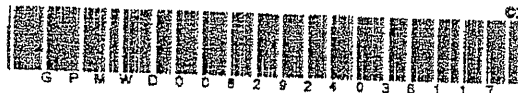
8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously



provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

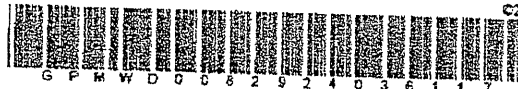
As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by



this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

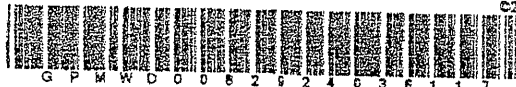
If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.



Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

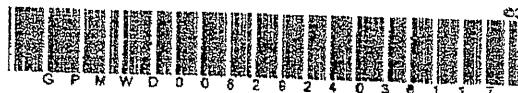
15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.



If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

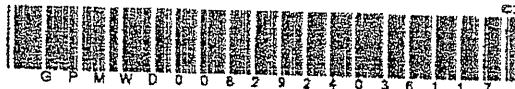
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances:



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gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

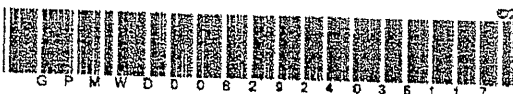
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with



the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in § 12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Carola Russell

Carola Russell

Printed Name:

[Please Complete]

Terry Lennette Grant

Terry Lennette Grant

(Seal)

-Borrower

[Signature]

(Seal)

-Borrower

Chantal L. Fourth

Printed Name:

[Please Complete]

(Seal)

-Borrower

(Seal)

-Borrower

[Space Below for Acknowledgment]

State of South Carolina

§
§
§

County of Beaufort



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Before me the undersigned authority, on this day personally appeared Terry Lennette Grant

known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this 8th day of December, 2003.

(Seal)

Natary Public SC

My Commission Expires: 1/31/2010



EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.95 acres, more or less, according to a plat of Carl E. Ekholm, RLS, dated November 29, 1969, and bearing number 2047, and having the following metes and bounds: Commencing at concrete marker on the eastern right-of-way of Wild Horse Road, 0.7 mile to the Jct. Of Wild Horse Road with South Carolina Highway 294 and running thence North 0227'20" East for a distance of Two Hundred Eighty Five and five Hundredths (285.05') feet to a concrete marker on the right-of-way border of said Wild Horse Road and running thence South 4704'20" East for a distance of Eight Hundred Seventy Nine and eighteen Hundredths (897.18') feet to a concrete marker on the property line of James Fuller; thence South 4713' West for a distance of Two Hundred Twenty Nine and ten North 4553' West for a distance of Six Hundred Seventy Nine and twenty Hundredths (679.20') feet to a concrete marker to the point of beginning; and being bounded on the Northeast by the lands now or formerly of James Fuller and Clarence Orage on the Southeast by the lands now or Formerly of James Fuller; on the Southwest by the lands now or formerly of David Orage and on the Northwest by State Highway 294 known as Wild Horse Road

This being the same property conveyed to the within Mortgagor(s) by deed dated August 9th, 2001 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1463 at Page 54.

The within Mortgage was prepared in the law office of PETER WOLF & ASSOCIATES, P.C., Post Office Box 5039, Hilton Head Island, South Carolina 29938, by Peter L. Wolf, Esq..

EXHIBIT 30a

Exhibit 30 A: Greenpoint mortgage was satisfied info for value received. Release and forever discharge the following describes real property from the lien of that certain mortgage in favor of the undersigned executed by Terry Lynette Graham dated December 8, 2003 and the principal amount of \$398,000 and recorded in the mortgage book 1885 page 1116 in the office of register of deeds for Beaufort County South Carolina. (ROD Book 1942/Pages2544-2545 and 2546) Satisfied April 21, 2004 recorded in ROD April 23, 2004.

*For
Carol
Wolf*

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

)
)
)

PARTIAL RELEASE OF MORTGAGE

FOR VALUE RECEIVED, the undersigned does hereby release and forever discharge the following described real property from the lien of that certain Mortgage in favor of the undersigned executed by Terry Lennette Grant dated December 8, 2003 in the principal amount of \$398,000.00 and recorded in Mortgage Book 1885 at Page 1116 in the Office of the Register of Deeds for Beaufort County, South Carolina:

Portion of 3.95 acres, Wild Horse Road area
Hilton Head Island, South Carolina
As more particularly described in EXHIBIT "A" hereof

Except as hereinabove provided, the aforesaid Mortgage, and the Promissory Note the payment of which is secured by said Mortgage, shall remain in full force and effect and shall remain binding upon the parties thereto in accordance with the original terms thereof.

IN WITNESS WHEREOF, the undersigned has caused these Presents to be duly executed on this date APRIL 21, , 2004.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

(2) *Linda Sayama*
Witness #1 LINDA SAYAMA

(3) *Theresa Sanks*
Witness #2 (may be Notary)
THERESSA SANKS

GreenPoint Mortgage Funding, Inc.

(1) BY: *Linda Story-Daw*
Authorized officer
LINDA STORY-DAW, VICE PRESIDENT

BEAUFORT COUNTY SC - ROD
BK 01942 PGS 2544-2546
FILE NUM 2004025836
04/23/2004 09:11:28 AM
REC'D BY V GARVIN RCPT# 238264
RECORDING FEES 8.00

STATE OF GEORGIA)

COUNTY OF MUSCOGEE)

ACKNOWLEDGMENT
under SC Code: 30-5-30(C)

I, (4) DONNA D. SIMS, a Notary Public, do hereby certify that GreenPoint Mortgage Funding, Inc., by its authorized officer, personally appeared before me this 21 day of APRIL, 2004 and, being known to me personally or having provided adequate evidence of identity, acknowledged the due execution of the foregoing instrument.

(5) Donna D. Sims

Notary Public for:
DONNA D. SIMS

My Commission expires:
3/25/2007

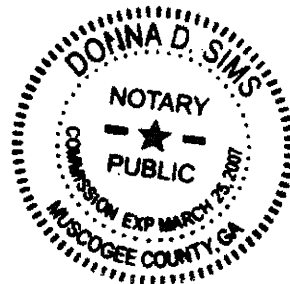


EXHIBIT "A"

ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 3.95 acres, more or less, according to a plat of Carl E. Ekholm, RLS, dated November 29, 1969, and bearing number 2047, and having the following metes and bounds: Commencing at concrete marker on the eastern right-of-way of Wild Horse Road, 0.7 mile to the Jct. Of Wild Horse Road with South Carolina Highway 294 and running thence North 02 27' 20" East for a distance of Two Hundred Eighty Five and five Hundredths (285.05') feet to a concrete marker on the right-of-way border of said Wild Horse Road and running thence South 47 04' 20" East for a distance of Eight Hundred Seventy Nine and eighteen Hundredths (879.18') feet to a concrete marker on the property line of James Fuller; thence South 47 13' West for a distance of Two Hundred Twenty Nine and ten hundredths (229.10') feet to a concrete marker on the border line of James Fuller; thence North 45 53' West for a distance of Six Hundred Seventy Nine and twenty Hundredths (679.20') feet to a concrete marker, to the point of beginning; and being bounded on the Northeast by the lands now or formerly of James Fuller and Clarence Orige; on the Southeast by the lands now or Formerly of James Fuller; on the Southwest by the lands now or formerly of David Orage and on the Northwest by State Highway 294 known as Wild Horse Road

SAVE AND EXCEPT all that certain piece, parcel or lot of land, including improvements thereon, situate, lying and being on Hilton Head Island, County of Beaufort, State of South Carolina, containing .46 acres, more or less, and more particularly described and identified as PARCEL A on that certain plat of Donald R. Cook, Jr., S. C. R. L. S. # 19010, dated September 30, 2003, last revised December 22, 2003, , entitled "A Subdivision Survey of 3.99 Ac., Wild Horse Road", and recorded in the office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 96 at Page 191. For a more detailed description of said property, reference is craved to said recorded Plat.

This being a portion of the property conveyed to Terry Lennette Grant by deed dated August 9, 2001, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 1463 at Page 54.

This Partial Release was prepared by the law office of Peter Wolf and Associates, PC, 94 Main Street, Suite C-1023, Hilton Head Island, SC, 29926.

EXHIBIT 30b

Exhibit 30 B: Alleged Mortgage for \$680,000 on property with legal description 017B/018A .10 acres and .38 acres (see A attached) Only dated September 18, 2006 (15pgs), b1 adjustable rider (3 pgs) and b2 payment rider (2 pgs). Note: MERS is nominee; MERS is the mortgagee; Lender is NOVASTAR MORTGAGE, INC.

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BEAUFORT COUNTY SC - ROD
BK 02448 PGS 0823-0842
FILE NUM 2006077366
09/26/2006 10:22:54 AM
REC'D BY A JONES RCPT# 445810
RECORDING FEES 26.00

After Recording Return To:

NOVASTAR MORTGAGE, INC.
4059 KINROSS LAKES PARKWAY 2ND FLOOR
RICHFIELD, OHIO 44286
Loan Number: 06-A19021

_____[Space Above This Line For Recording Data]_____

MORTGAGE

MIN: 100080190058808478

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated SEPTEMBER 18, 2006, together with all Riders to this document.
- (B) "Borrower" is TERRY LENNETTE GRANT,

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is NOVASTAR MORTGAGE, INC.

Lender is a CORPORATION organized
and existing under the laws of UNITED STATES
Lender's address is 4059 KINROSS LAKES PARKWAY 2ND FLOOR, RICHFIELD,
OHIO 44286

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 18, 2006
The Note states that Borrower owes Lender SIX HUNDRED EIGHTY THOUSAND AND 00/100
Dollars (U.S. \$ 680,000.00) plus interest.

Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than
OCTOBER 1, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|---|---|
| ☒ Adjustable Rate Rider | ☐ Planned Unit Development Rider |
| ☐ Balloon Rider | ☐ Biweekly Payment Rider |
| ☐ 1-4 Family Rider | ☐ Second Home Rider |
| ☐ Condominium Rider | ☒ Other(s) [specify] |

PREPAYMENT RIDER TO SECURITY INST

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the

COUNTY
[Type of Recording Jurisdiction]

of

BEAUFORT
[Name of Recording Jurisdiction]

:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.
(STATE: SOUTH CAROLINA, COUNTY: BEAUFORT)

which currently has the address of

226 WILDHORSE ROAD
[Street]

HILTON HEAD ISLAND
[City]

, South Carolina

29926
[Zip Code]

("Property Address"):

TO HAVE AND TO HOLD this property unto MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim

which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree

in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any

form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying

the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or

rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender.

If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter

the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender

shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence, all of which shall be additional sums secured by this Security Instrument.

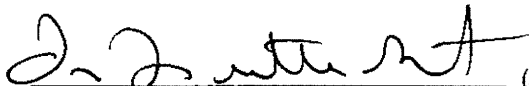
23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument shall become null and void. Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Homestead Waiver. Borrower waives all rights of homestead exemption in the Property to the extent allowed by Applicable Law.

25. Waiver of Appraisal Rights. The laws of South Carolina provide that in any real estate foreclosure proceeding a defendant against whom a personal judgment is taken or asked may within 30 days after the sale of the mortgaged property apply to the court for an order of appraisal. The statutory appraisal value as approved by the court would be substituted for the high bid and may decrease the amount of any deficiency owing in connection with the transaction. TO THE EXTENT PERMITTED BY LAW, THE UNDERSIGNED HEREBY WAIVES AND RELINQUISHES THE STATUTORY APPRAISAL RIGHTS WHICH MEANS THE HIGH BID AT THE JUDICIAL FORECLOSURE SALE WILL BE APPLIED TO THE DEBT REGARDLESS OF ANY APPRAISED VALUE OF THE MORTGAGED PROPERTY. This waiver shall not apply so long as the Property is used as a dwelling place as defined in §12-37-250 of the South Carolina Code of Laws.

26. Future Advances. The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to 150% of the original principal amount of the Note plus interest thereon, attorneys' fees and court costs.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


TERRY LENNETTE GRANT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

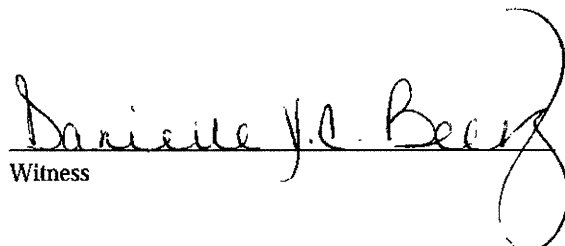
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of:


Witness


Witness

_____[Space Below This Line For Acknowledgment]_____

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

Personally appeared before me CAROL A. RUSSELL

(first witness) and made oath that he/she saw the within named TERRY LENNETTE GRANT

(grantor) sign, seal, and as his/her act and deed, deliver the within written mortgage, and that he/she, with

Danielle J.C. Beck notary
(second witness), witnessed the execution thereof.

Carol A Russell

Witness

SWORN to before me this 18th day of September, 2006

Danielle J.C. Beck (LS)
Notary Public for South Carolina

(Seal)

My commission expires: 3/10/2010

MIN: 100080190058808478

Loan Number: 06-A19021

ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)
- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 18th day of SEPTEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

226 WILDHORSE ROAD, HILTON HEAD ISLAND, SOUTH CAROLINA
29926
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of OCTOBER, 2008, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND 950/1000 percentage points (4.950 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.750 % or less than 7.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage points (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.750 %. My interest rate will never be less than 7.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

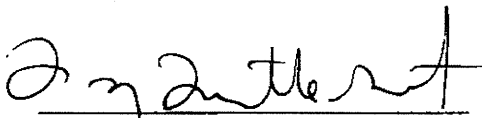
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan

assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.



TERRY LENNETTE GRANT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PREPAYMENT RIDER

Loan Number: 06-A19021

Date: SEPTEMBER 18, 2006

Borrower(s): TERRY LENNETTE GRANT

THIS PREPAYMENT RIDER (the "Rider") is made this 18th day of SEPTEMBER, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure repayment of Borrower's promissory note (the "Note") in favor of NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION

("Lender"). The Security Instrument encumbers the Property more specifically described in the Security Instrument and located at

226 WILDHORSE ROAD, HILTON HEAD ISLAND, SOUTH CAROLINA 29926
[Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PREPAYMENT CHARGE

The Note provides for the payment of a prepayment charge as follows:

5. BORROWER'S RIGHT TO PREPAY; PREPAYMENT CHARGE

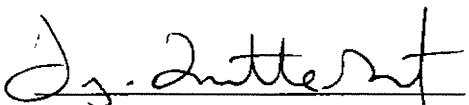
I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note provides for changes in the interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within TWENTY-FOUR (24) months from the date the Security Instrument is executed I make a full Prepayment or one or more partial Prepayments, I will pay a Prepayment charge in an amount equal to TWO percent (2.000 %) of the amount prepaid.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Rider.

 (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

EXHIBIT "A"

- (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 the within Mortgagor(s) by deed of Lindberg Bing dated March 17, 2004 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1924 at Page 2538.

The within Mortgage was prepared in the law office of WOLF & MOGIL, LLC, 94 Main Street, Suite C-102, Hilton Head Island, South Carolina 29926, by Peter L. Wolf, Esq.

EXHIBIT 30c

Exhibit 30 C: Alleged Adjustable Rate Note depicts Richfield, Ohio as if, Defendant was in Richfield, Ohio and/or property is located in Richfield, Ohio. Defendant denies signing a Note, because the paperwork was not correct. Signature page reflects Defendant's name spelled with an (i). (compare all signatures) dated September 18, 2006

MIN: [REDACTED]

Loan Number: [REDACTED]

ADJUSTABLE RATE NOTE(LIBOR Six-Month Index (As Published in *The Wall Street Journal*)-Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

SEPTEMBER 18, 2006
[Date]RICHFIELD
[City]OHIO
[State]226 WILDHORSE ROAD, HILTON HEAD ISLAND, SOUTH CAROLINA 29926
[Property Address]**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$680,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is NOVASTAR MORTGAGE, INC., A VIRGINIA CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.750 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the 1st day of each month beginning on NOVEMBER 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on OCTOBER 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at P.O. BOX 808911, KANSAS CITY, MISSOURI 64184--0911

or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 4,871.60. This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

EXHIBIT

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the 1st day of OCTOBER, 2008, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND 950/1000 percentage points (4.950 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.750 % or less than 7.750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND 000/1000 percentage point(s) (1.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.750 %. My interest rate will never be less than 7.750 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY ** See attached Prepayment Note Addendum.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation

David A. Pappas, Sr. Vice President

Larry E. Baruga, Vice President

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

(Sign Original Only)

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


TERRY LENNETTE GRANT (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

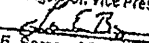
(Seal)
-Borrower

(Seal)
-Borrower

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation

David A. Pazgan, Sr. Vice President


Larry E. Saraga, Vice President

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

[Sign Original Only]

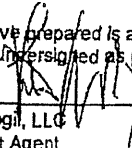
ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Terry Lennette Grant
Lender: Novastar Mortgage, Inc
Settlement Agent: Wolf & Mogil, LLC
(843)842-2202
Place of Settlement: 94 Main Street, Suite C-102
Hilton Head Island, SC 29926
Settlement Date: September 18, 2006
Disbursement Date: September 22, 2006
Property Location: 226 Wild Horse Road
Hilton Head Island, SC 29926
Beaufort County, South Carolina

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.


Terry Lennette Grant

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Wolf & Mogil, LLC
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

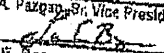
____ (Seal)
-Borrower

____ (Seal)
-Borrower

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation

David A. Pazguy, Sr. Vice President


Larry E. Baraga, Vice President

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

(Sign Original Only)

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

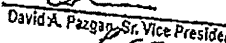
____ (Seal)
-Borrower

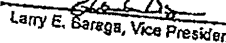
____ (Seal)
-Borrower

____ (Seal)
-Borrower

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation

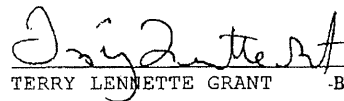

David A. Pazgan, Sr. Vice President


Larry E. Baraga, Vice President

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

[Sign Original Only]

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
TERRY LENNETTE GRANT -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

Pay to the order of:
Deutsche Bank National Trust
Company, as Trustee

WITHOUT RECOURSE
NovaStar Mortgage, Inc.
A Virginia Corporation

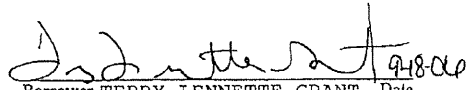

David A. Pazgan, Sr. Vice President


Larry E. Baraga, Vice President

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

[Sign Original Only]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Addendum.

 9-8-06
Borrower TERRY LENNETTE GRANT Date Borrower Date

Borrower Date Borrower Date

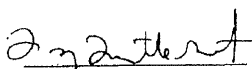
Borrower Date Borrower Date

assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


TERRY LENNETTE GRANT -Borrower

(Seal)
-Borrower

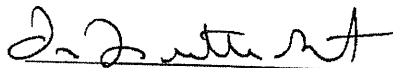
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


TERRY LENNETTE GRANT (Seal)
-Borrower

(Seal)
-Borrower

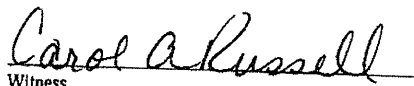
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Signed, sealed and delivered in the presence of:


Witness

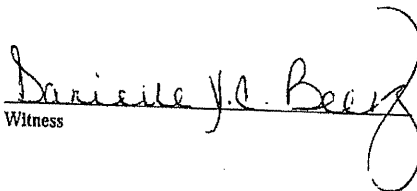

Witness

EXHIBIT 30d

Exhibit 30 D: Emails from Lawyer's Wolf office to Novastar dated September 19, 2006 reflects the HUD for Defendant needed approval (8:18am); email from Novastar to Wolf's office reflects that they did not have a correct 1003 to be signed at closing (8:59); email from Wolf to Novastar reflects uncertainty as to what parcel was included within this alleged loan; 3.95 or .46 with house was their question? More reason Defendant did not sign nor completed the closing process.

Carol

From: Massaro, Alicia -- 3476 [alicia.massaro@novastar1.com]
Sent: Tuesday, September 19, 2006 11:44 AM
To: Carol
Cc: Panaciulli, Angeline -- 3474
Subject: RE: Grant HUD

The loan is for the .46 acres and the house. The 3.95 acres were not included. As far as the appraisal being paid, I have notified the broker and we will require proof from the appraiser that this was POC. I will let you know as soon as she gets back to me. Thanks

From: Carol [mailto:Carol@wolfandmogil.com]
Sent: Tuesday, September 19, 2006 11:17 AM
To: Massaro, Alicia -- 3476
Subject: RE: Grant HUD

Thank you

-----Original Message-----
From: Massaro, Alicia -- 3476 [mailto:alicia.massaro@novastar1.com]
Sent: Tuesday, September 19, 2006 11:34 AM
To: Panaciulli, Angeline -- 3474; Carol
Subject: RE: Grant HUD

I will look into this and let you know. Thanks Alicia

From: Panaciulli, Angeline -- 3474
Sent: Tuesday, September 19, 2006 11:19 AM
To: Carol
Cc: Massaro, Alicia -- 3476
Subject: RE: Grant HUD

I have forwarded your email to acct manager both issues below will be addressed by her and the supervisor

Sincerely Appreciated!!

Angeline Panaciulli
Novastar Closer
Novastar Mortgage Inc
4059 Kinross Lakes Parkway
Suite 200
Richfield, Ohio 44286
PH: 330-523-3474
FX: 816-627-6001
e-mail: angeline.panaciulli@novastar1.com

During the day we do our best at Novastar Mortgage to respond to your email asap usually within 30 minutes. As with you we are in closings,

9/19/2006

Exhibit 9

checking HUDS and verifying taxes. If you have not received a response in a timely fashion please feel free to contact my supervisor, Renea Swiecicki at 330-523-3314 or email renea.swiecicki@novastar1.com
"Exceptional customer service is our number one priority at Novastar Mortgage."

From: Carol [mailto:Carol@wolfandmogil.com]
Sent: Tuesday, September 19, 2006 10:47 AM
To: Panaciulli, Angeline -- 3474
Subject: RE: Grant HUD

I am sending you the correct HUD for review. Also Ms. Grant says she has already paid for the appraisal (could you please verify). Also, it is her understanding that this loan is strictly on the .46 Acres with the house? Please verify that the 3.95 acres are not included.

-----Original Message-----

From: Panaciulli, Angeline -- 3474 [mailto:Angeline.Panaciulli@novastar1.com]
Sent: Tuesday, September 19, 2006 8:59 AM
To: Carol
Subject: RE: Grant HUD

I am pulling your HUDI now to review. We do not have a correct 1003 to be signed at close. Please obtain from broker. The product should show 2/28 ARM with rate of 7.75 and loan amt of 680,000

Sincerely Appreciated!!

Angeline Panaciulli
Novastar Closer
Novastar Mortgage Inc
4050 Kinross Lakes Parkway
Suite 200
Richfield, Ohio 44286
PH: 330-523-3474
FX: 816-627-6001
e-mail: angeline.panaciulli@novastar1.com

During the day we do our best at Novastar Mortgage to respond to your email asap usually within 30 minutes. As with you we are in closings, checking HUDS and verifying taxes. If you have not received a response in a timely fashion please feel free to contact my supervisor, Renea Swiecicki at 330-523-3314 or email renea.swiecicki@novastar1.com
"Exceptional customer service is our number one priority at Novastar Mortgage."

From: Carol [mailto:Carol@wolfandmogil.com]
Sent: Tuesday, September 19, 2006 8:18 AM
To: Panaciulli, Angeline -- 3474
Subject: Grant HUD

I am attaching the Hud for Terry Grant for your approval.

9/19/2006

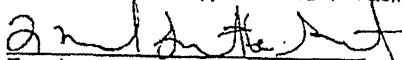
EXHIBIT 30e

Exhibit 30 E: Settlement statement dated September 18 2006 with a disbursement date of September 22 2006: 1) Settlement statement reflects Novastar allegedly dispersed money/funds to Green Point Mortgage in the amount of \$387,910.25, claiming an alleged payoff first mortgage (see Exhibit 30A) reflecting that Green Point mortgage \$398,000 was already satisfied and August 21, 2004 and recorded on April 23, 2004. 2) Signature page of the settlement statement does not reflect Defendant's true signature. Defendant denies signing this document (compare all signatures on Green Point Mortgage, Alleged copy of Novastar Mortgage, Alleged copy of Note, and copy of settlement statement signature page).

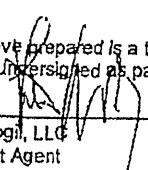
ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Terry Lennette Grant
Lender: Novastar Mortgage, Inc
Settlement Agent: Wolf & Mogil, LLC
(843)842-2202
Place of Settlement: 94 Main Street, Suite C-102
Hilton Head Island, SC 29926
Settlement Date: September 18, 2006
Disbursement Date: September 22, 2006
Property Location: 226 Wild Horse Road
Hilton Head Island, SC 29926
Beaufort County, South Carolina

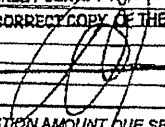
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.


Terry Lennette Grant

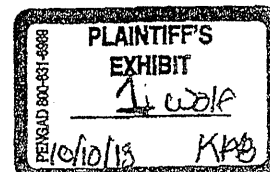
To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Wolf & Mogil, LLC
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

A. U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT SETTLEMENT STATEMENT		B. 1. OF LOAN: 1. ☐ FHA 2. ☐ FmHA 3. ☒ CONV. UNINS. 4. ☐ VA 5. ☐ CONV. INS.	
6. FILE NUMBER: 60385C-06		7. LOAN NUMBER: 06-A19021	
8. MORTGAGE INS CASE NUMBER:			
C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "TPOC" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.			
D. NAME AND ADDRESS OF BORROWER: Terry Lennette Grant 226 Wild Horse Road Hilton Head Island, SC 29926		E. NAME AND ADDRESS OF SELLER: Wolf & Mogil, LLC PLACE OF SETTLEMENT 94 Main Street, Suite C-102 Hilton Head Island, SC 29926	
G. PROPERTY LOCATION: 226 Wild Horse Road Hilton Head Island, SC 29926 Beaufort County, South Carolina		F. NAME AND ADDRESS OF LENDER: Novastar Mortgage, Inc. 4059 Kinross Lakes Parkway #200 Richfield, OH 44286	
H. SETTLEMENT AGENT: 20-4567849 Wolf & Mogil, LLC		I. SETTLEMENT DATE: September 18, 2006 Disbursement 09/22/06	
J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract Sales Price		401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to Borrower (Line 1400)		403.	
104. Payoff first mortgage to Green Point Mortgage		404.	
105. Payoff second mortgage to South Carolina Bank and		405.	
Adjustments For Items Paid By Seller in advance		Adjustments For Items Paid By Seller in advance	
106. PR Taxes to		406. PR Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER 645,708.63		420. GROSS AMOUNT DUE TO SELLER	
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess Deposit (See Instructions)	
202. Principal Amount of New Loan(s)		502. Settlement Charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to 680,000.00		503. Existing loan(s) taken subject to	
204.		504. Payoff of first Mortgage	
205.		505. Payoff of second Mortgage	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller		Adjustments For Items Unpaid By Seller	
210. PR Taxes to		510. PR Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514. I HEREBY CERTIFY THIS TO BE A	
215.		515. TRUE & CORRECT COPY OF THE ORIGINAL	
216.		516.	
217.		517. BY: 	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER 680,000.00		520. TOTAL REDUCTION AMOUNT DUE SELLER	
300. CASH AT SETTLEMENT FROM/TO BORROWER:		600. CASH AT SETTLEMENT TO/FROM SELLER:	
301. Gross Amount Due From Borrower (Line 120)		601. Gross Amount Due To Seller (Line 420)	
302. Less Amount Paid By/FOR Borrower (Line 220)		602. Less Reductions Due Seller (Line 520)	
303. CASH (FROM) (X TO) BORROWER 34,291.37		603. CASH (TO) (FROM) SELLER 0.00	

By signing page 2 of this statement, the signatories acknowledge receipt of a completed copy of page 1 of this two page statement



L. SETTLEMENT CHARGES							
700. TOTAL COMMISSION Based on Price			\$	@	%		
Division of Commission (line 700) as Follows:							
701. \$ to						PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
702. \$ to							
703. Commission Paid at Settlement							
704. to							
800. ITEMS PAYABLE IN CONNECTION WITH LOAN							
801. Loan Origination Fee	2.9500 %	to	EMB Financial Services			20,060.00	
802. Loan Discount	%	to					
803. Appraisal Fee		to	High Tide Appraisals			400.00	
804. Credit Report		to					
805. Underwriting Fee		to	Novastar Mortgage, Inc			995.00	
806. Processing Fee		to	EMB Financial Services			500.00	
807. Assumption Fee		to					
808. Tax Service Fee		to	First American			60.00	
809. Flood Certification Fee		to	FIS			7.00	
810. MERS Fee		to	MERS			3.95	
811.							
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE							
901. Interest From	09/22/08 to 10/01/08	@	\$ 144.380000/day	(9 days	%)	1,299.42	
902. Mortgage Insurance Premium for	months to Coastal Plains					882.98	
903. Hazard Insurance Premium for	1.0 years to						
904. Flood Insurance Premium	1.0 years						
905.							
1000. RESERVES DEPOSITED WITH LENDER							
1001. Hazard Insurance	months @	\$	per month				
1002. Mortgage Insurance	months @	\$	per month				
1003. PR Taxes	months @	\$	per month				
1004. County Taxes	months @	\$	per month				
1005. Assessments	months @	\$	per month				
1006. Flood Insurance Premium	months @	\$	per month				
1007.	months @	\$	per month				
1008.	months @	\$	per month				
1100. TITLE CHARGES							
1101. Settlement or Closing Fee	to						
1102. Abstract or Title Search	to	Carolina Abstract				125.00	
1103. Title Examination	to						
1104. Title Insurance Binder	to	Confidential Escrow and Title				75.00	
1105. Document Preparation/POA	to						
1106. SC Gain Filing Fee	to						
1107. Attorney's Fees	to	Wolf & Mogil, LLC				450.00	
(includes above item numbers:)							
1108. Title Insurance	to	Chicago Title Insurance Company				1,245.00	
\$498.00 to Chicago Title Insurance Company, \$747.00 to Confidential Escrow & Tit							
(includes above item numbers:)							
1109. Lender's Coverage	\$	680,000.00			1,245.00		
1110. Owner's Coverage	\$						
1111. Seller Attorney Fees							
1112. Misc. Costs							
1113. Title Update		Wolf & Mogil, LLC					
1114. Courier/Copies/Tolls	to	Wolf & Mogil, LLC				65.00	
1115. Electric Deposit		Palmetto Electric					
1116. Release Processing Fee	to	Wolf & Mogil Expense Account				15.00	
1117. E-Mail Loan Package Expense	to	Wolf & Mogil, LLC				25.00	
1118. Overnight Express Mail	to	Wolf & Mogil, LLC				45.00	
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES							
1201. Recording Fees: Deed \$		Mortgage \$	26.00;	Releases \$		26.00	
1202. City/County Tax/Stamp: Deed				Mortgage			
1203. State Tax/Stamp: Revenue Stamps				Mortgage			
1204. Power of Attorney/Assignment	to	Beaufort County Register of Deeds				7.00	
1205. Recording Waiver		Wolf & Mogil Expense Account					
1300. ADDITIONAL SETTLEMENT CHARGES							
1301. Survey	to						
1302. Pest Inspection	to						
1303.							
1304. Regime Fee							
1305. See add'l disb. exhibit	to					129,743.61	
1400. TOTAL SETTLEMENT CHARGES (Enter on Lines 103, Section J and 502, Section K)						158,028.96	

Certified to be a true copy.

CERTIFICATION ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

Loan Number: 06-A19021

Property Address: 226 WILDHORSE ROAD, HILTON HEAD ISLAND, SOUTH
CAROLINA 29926

I have carefully reviewed the HUD-1 settlement statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement

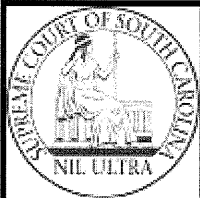
ADDITIONAL DISBURSEMENTS EXHIBIT

Borrower: Terry Lennette Grant
Lender: Novastar Mortgage, Inc
Settlement Agent: Wolf & Mogli, LLC
(843)842-2202
Place of Settlement: 94 Main Street, Suite C-102
Hilton Head Island, SC 29926
Settlement Date: September 18, 2006
Disbursement Date: September 22, 2006
Property Location: 226 Wild Horse Road
Hilton Head Island, SC 29926
Beaufort County, South Carolina

PAYEE/DESCRIPTION	NOTE/REF NO	BORROWER	SELLER
South Carolina Department of Revenue SC Tax		22,837.33	
IRS Federal Tax		106,906.28	
Total Additional Disbursements shown on Line 1305		\$ 129,743.61	\$ 0.00

EXHIBIT 30f

Exhibit 30 F: Compare all legal descriptions via this entire process. You will notice that the legal description does not reflect the intent of both parties. A mutual mistake can not be used as a weapon to change the legal description of a mortgage, note or any other document (compare legal description on Green Point Mortgage, Alleged Novastar Mortgage, and Beaufort County ROD records).



Beaufort County Fourteenth Judicial Circuit Public Index



[Beaufort County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

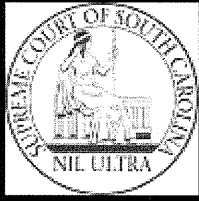
Switch View

Deutsche Bank National Trust Company VS Terry Lennette Grant

Case Number:	2016CP0701466	Court Agency:	Beaufort County Master In Equity	Filed Date:	03/15/2017
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Appeal	Assigned Judge:	Dukes, Marvin H III		
Disposition:	Ended by Non Jury	Disposition Date:	08/06/2021	Disposition Judge:	Dukes, Marvin H III
Original Source Doc:		Original Case #:			
Judgment Number:	2016CP0701466	Court Roster:	September 7, 2021 Foreclosure Sale (11:00AM)		

Case Parties | Judgments | Tax Map Information | Associated Cases | Actions | Financials

Agency name	Tax Map Number	Tax Map Description
Beaufort County Master In Equity	R510007000017B0000	R510 007 000 017B 0000



Beaufort County Fourteenth Judicial Circuit Public Index



[Beaufort County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Deutsche Bank National Trust Company VS Terry Lennette Grant

Case Number:	2016CP0701466	Court Agency:	Beaufort County Master In Equity	Filed Date:	03/15/2017
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Appeal	Assigned Judge:	Dukes, Marvin H III		
Disposition:	Ended by Non Jury	Disposition Date:	08/06/2021	Disposition Judge:	Dukes, Marvin H III
Original Source Doc:		Original Case #:			
Judgment Number:	2016CP0701466	Court Roster:	September 7, 2021 Foreclosure Sale (11:00AM)		

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Agency name	Tax Map Number	Tax Map Description
Beaufort County Master In Equity	R510007000017B0000	R510 007 000 017B 0000

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2009-CP-07- 056/2

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

2009LP0702680

2009 DEC - 1 PM 12:05
JERRI ANN ROSENBERG
CLERK OF COURT
BEAUFORT COUNTY, S.C.

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant(s) for foreclosure of a certain mortgage of real estate given by Terry Lennette Grant to Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. in the amount of \$680,000.00, dated September 18, 2006, and recorded in the Office of the Register of Deeds for Beaufort County in Book 2448 at Page 823 on September 26, 2006.

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

ALL 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 R51 0-007 -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

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 R51 a 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.

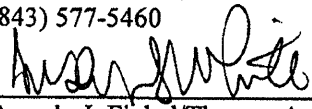
SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

TMS#: R510 007 000 018A 0000

Property Address: 226 Wildhorse Rd., Hilton Head Island, SC

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, South Carolina 29415
(843) 577-5460

By:


Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli
Andrew M. Wilson
Attorneys for Plaintiff

November 30, 2009

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 R51 0-007 -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

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 R51 a 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.

TMS #: R510 007 000 018A 0000

Property Address: 226 Wildhorse Rd., Hilton Head Island, SC

8. Thereafter the mortgage was recorded in the Office of the Register of Deeds for Beaufort County in book 2448 at page 823 on September 26, 2006.
9. The mortgage constitutes a first mortgage lien on the subject property.
10. Subsequently, the subject note and mortgage were assigned or otherwise transferred to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, the present lienholder and Plaintiff herein.
11. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP), however the loan is not subject to modification based upon the fact that the HMP solicitation has been completed and other loss mitigation efforts have also been exhausted without resulting in modification.
12. Pursuant to the terms of the mortgage, any sums paid by the plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the mortgage.

EXHIBIT "A"

- (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 the within Mortgagor(s) by deed of Lindberg Bing dated March 17, 2004 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1924 at Page 2538.

The within Mortgage was prepared in the law office of WOLF & MOGIL, LLC, 94 Main Street, Suite C-102, Hilton Head Island, South Carolina 29926, by Peter L. Wolf, Esq.

EXHIBIT 30g

Exhibit 30 G: Satisfaction of lost Mortgage by Green Point \$398,000 reflecting that it was paid in full and the lien of the released and forever cancelled October 2, 2006, Recorded October 10, 2006. 1) Affidavit of lost Note reflecting note not being assigned, has been lost or destroyed and can not be found.

2
ma
green point
8349

BEAUFORT COUNTY SC - ROD
BK 02458 PGS 1986-1987
FILE NUM 2006081835
10/10/2006 02:19:59 PM
REC'D BY B BING RCPT# 448663
RECORDING FEES 5.00

When Recorded Return To:
GreenPoint Mortgage Funding, Inc.
2300 Brookstone Centre Parkway
Columbus, GA 31904
Prepared By: IRIS QUINONES

Satisfaction of Lost Mortgage

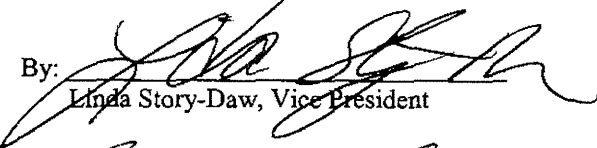
Loan Number 0082924036
MERS MIN# 10001380082240361

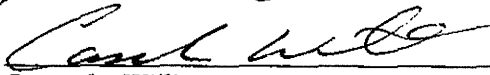
State of South Carolina County of Beaufort ,
Terry Lennette Grant Mortgagor to Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc. , Mortgagee Dated December 08, 2003 in the amount of \$398,000.00 recorded in book 01985, page 1116-1130.

Present Owner/Holder: Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc.

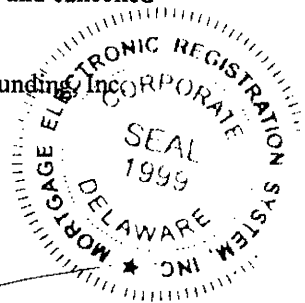
The undersigned, being the owner and holder of the above described mortgage, acknowledges that the debt which was secured thereby has been paid in full and the lien of the mortgage is satisfied and cancelled October 2, 2006.

Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc.

By: 
Linda Story-Daw, Vice President

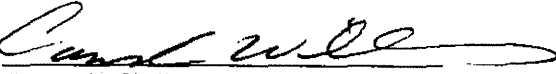

Cassandra Williams


Jack Horne III



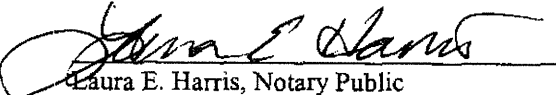
PROBATE

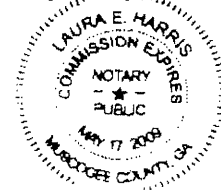
Personally appeared before me the undersigned witness, who, being duly sworn, says that he/she saw the within named Owner/Holder sign, seal and deliver the within Lost Mortgage Satisfaction; and that he/she with the other witness whose signature appears above, witnessed the execution there.

By: 
Cassandra Williams

State of Georgia County of Muscogee

Subscribed and sworn to (or affirmed) before me on October 2, 2006 by Linda Story-Daw, Vice President, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

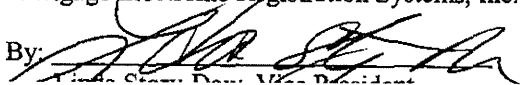

Laura E. Harris, Notary Public
My Commission Expires: May 17, 2009

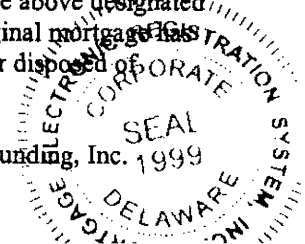


Affidavit of Lost Mortgage

Personally appeared before me the undersigned witness, who, being duly sworn, says the above designated Owner/Holder is the bonafied owner and holder of the described mortgage; that the original mortgage has been lost and cannot be found; that the mortgage has not been assigned, hypothecated or disposed of otherwise.

Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc.

By: 
Linda Story-Daw, Vice President



When Recorded Return To:
GreenPoint Mortgage Funding, Inc.
2300 Brookstone Centre Pkwy.
Columbus, GA 31904
Prepared By: IRIS QUINONES

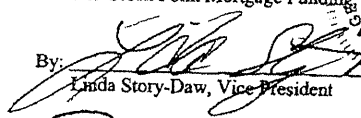
Affidavit of Lost Note

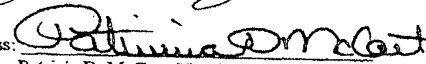
Loan Number 0082924036
MERS MIN# 10001380082240361

State of South Carolina
County of Beaufort

Personally appeared Linda Story-Daw, who being duly sworn says that Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc. is the bona fide owner of the above mortgage, and that the same has not been assigned, hypothecated or otherwise disposed of, and that the same has been lost or destroyed, and after diligent search cannot be found.

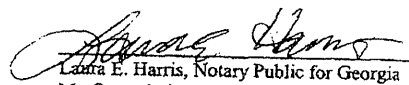
Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc. 1999

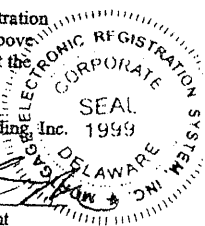
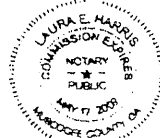
By: 
Linda Story-Daw, Vice President

Witness: 
Patricia D. McCart, Vice President

Witness: 
JUNE FREEMAN

Sworn before me today October 2, 2006


Laura E. Harris, Notary Public for Georgia
My Commission Expires: May 17, 2009



2
5/10/06
GreenPoint
8349

BEAUFORT COUNTY SC - ROD
BK 02456 PGS 1986-1987
FILE NUM 2006081835
10/10/2006 02:19:59 PM
REC'D BY B BING RCPT# 448863
RECORDING FEES 5.00

When Recorded Return To:
GreenPoint Mortgage Funding, Inc.
2300 Brookstone Centre Parkway
Columbus, GA 31904
Prepared By: IRIS QUINONES

Satisfaction of Lost Mortgage

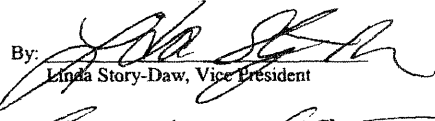
Loan Number 0082924036
MERS MIN# 10001380082240361

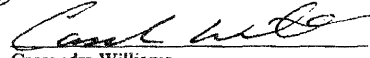
State of South Carolina County of Beaufort,
Terry Lennette Grant Mortgagor to Mortgage Electronic Registration Systems, Inc. as Nominee of Green
Point Mortgage Funding, Inc., Mortgagee Dated December 08, 2003 in the amount of \$398,000.00
recorded in book 01985, page 1116-1130.

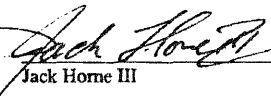
Present Owner/Holder: Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point
Mortgage Funding, Inc.

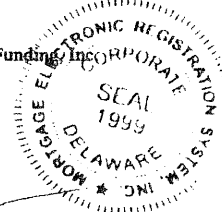
The undersigned, being the owner and holder of the above described mortgage, acknowledges that the debt
which was secured thereby has been paid in full and the lien of the mortgage is satisfied and cancelled
October 2, 2006.

Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc.

By: 
Linda Story-Daw, Vice President

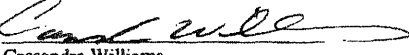

Cassandra Williams


Jack Home III

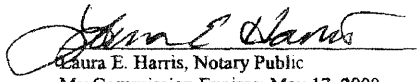


PROBATE

Personally appeared before me the undersigned witness, who, being duly sworn, says that he/she saw the
within named Owner/Holder sign, seal and deliver the within Lost Mortgage Satisfaction; and that he/she
with the other witness whose signature appears above, witnessed the execution there.

By: 
Cassandra Williams

State of Georgia County of Muscogee
Subscribed and sworn to (or affirmed) before me on October 2, 2006 by Linda Story-Daw, Vice President,
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.

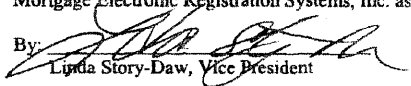

Laura E. Harris, Notary Public
My Commission Expires: May 17, 2009



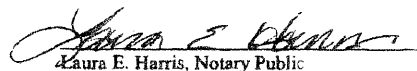
Affidavit of Lost Mortgage

Personally appeared before me the undersigned witness, who, being duly sworn, says the above designated
Owner/Holder is the bonafied owner and holder of the described mortgage; that the original mortgage has
been lost and cannot be found; that the mortgage has not been assigned, hypothecated or disposed of
otherwise.

Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc.

By: 
Linda Story-Daw, Vice President

State of Georgia County of Muscogee
Subscribed and sworn to (or affirmed) before me on October 2, 2006 by Linda Story-Daw, Vice President,
personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who
appeared before me.


Laura E. Harris, Notary Public
My Commission Expires: May 17, 2009



When Recorded Return To:
GreenPoint Mortgage Funding, Inc.
2300 Brookstone Centre Pkwy.
Columbus, GA 31904
Prepared By: IRIS QUINONES

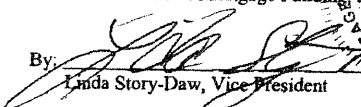
Affidavit of Lost Note

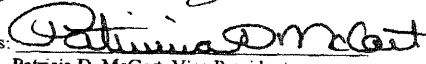
Loan Number 0082924036
MERS MIN# 10001380082240361

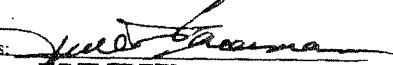
State of South Carolina
County of Beaufort

Personally appeared Linda Story-Daw, who being duly sworn says that Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc. is the bona fide owner of the above mortgage, and that the same has not been assigned, hypothecated or otherwise disposed of, and that the same has been lost or destroyed, and after diligent search cannot be found.

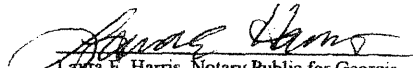
Mortgage Electronic Registration Systems, Inc. as Nominee of Green Point Mortgage Funding, Inc. 1999

By: 
Linda Story-Daw, Vice President

Witness: 
Patricia D. McCart, Vice President

Witness: 
JUNE FREEMAN

Sworn before me today October 2, 2006


Laura E. Harris, Notary Public for Georgia
My Commission Expires: May 17, 2009

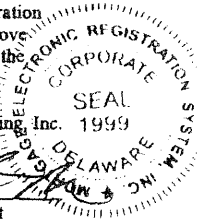
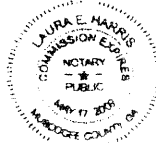


EXHIBIT 30h

Exhibit 30 H: Plaintiffs summons and complaint against Defendant filed on December 1, 2009: Case no. 2009CP0705612 and Lis Pendens 2009LP0702620, Legal description does not describe the Defendant's property (see all legal descriptions). 1) Three years later these allegations were just being realized. State of limitation to challenge and/or change the legal description on alleged mortgage should have been barred. 2) served to Defendants physical address.

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding
Trust, Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

TO THE ABOVE NAMED DEFENDANT(S):

IN THE COURT OF COMMON PLEAS

C/A NO: 2009-CP-07- 056/2

SUMMONS AND NOTICES

(NON-JURY MORTGAGE FORECLOSURE)

2009 DEC - 1 PM 12:05
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

YOU ARE HEREBY SUMMONED and required to answer the Complaint herein, a copy of which is herewith served upon you, or to otherwise appear and defend, and to serve a copy of your Answer to said Complaint upon the subscribers at their office, 3955 Faber Place, Suite 200, P.O. Box 71727, North Charleston, South Carolina, 29415, or to otherwise appear and defend the action pursuant to applicable court rules, within thirty (30) days after 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 such service; and if you fail to answer the Complaint or otherwise appear and defend within the time aforesaid, the Plaintiff in this action will apply to the Court for relief demanded therein, and 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) RESIDE(S), AND/OR TO PERSONS UNDER SOME LEGAL DISABILITY:

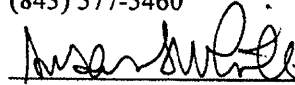
YOU ARE FURTHER SUMMONED AND NOTIFIED to apply for the appointment of a guardian ad litem within thirty (30) days after the service of this Summons and Notice upon you. If you fail to do so, application for such appointment will be made by the Plaintiff.

YOU WILL ALSO TAKE NOTICE that pursuant to Rule 53(b) of the South Carolina Rules of Civil Procedure, as amended effective September 1, 2002, the Plaintiff will move for a general Order of Reference to the Master in Equity for Beaufort County, which Order shall, pursuant to Rule 53(b) of the

SCRCP, specifically provide that the said Master in Equity is authorized and empowered to enter a final judgment in this action.

FINKEL LAW FIRM LLC
P.O. Box 71727
North Charleston, S.C. 29415
(843) 577-5460

By:



Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli
Andrew M. Wilson
Attorneys for Plaintiff

November 30, 2009

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2009-CP-07- 056/2

COMPLAINT

(NON-JURY MORTGAGE FORECLOSURE)

2009 DEC - 1 PM 12: 05
JERRI ANN ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

The Plaintiff alleges as follows:

1. The Plaintiff is a corporation or other legal entity doing business in the State of South Carolina.
2. The Plaintiff is the owner and holder of the note and mortgage covering real property, which is the subject of the foreclosure action herein, located in the County of Beaufort, State of South Carolina.
3. The defendant(s) named herein may have an interest in the property that is the subject of this action.
4. Any defendant(s) described herein as Judgment Creditor(s) have by filing judgment(s) designated the attorney(s) entering the judgment(s) as their agent for service of process pursuant to the provisions of §15-35-840 of the South Carolina Code of Laws (1976 as amended).
5. Upon information and belief, the defendant(s) Terry Lennette Grant and Catherine Alls are not in the military service of the United States of America pursuant to the provisions of the Servicemembers Civil Relief Act (2003).
6. On or about September 18, 2006, for value received, Terry Lennette Grant executed and delivered to NovaStar Mortgage, Inc. a certain promissory note in the sum of \$680,000.00, together with interest thereon at an adjustable rate pursuant to the terms of the note.
7. To secure the payment of the said note and debt, secured thereby, and in accordance with the terms and conditions thereof, on September 18, 2006, Terry Lennette Grant executed and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc., its successors and assigns, a mortgage covering the following described property:

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 R51 0-007 -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

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 R51 a 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.

TMS #: R510 007 000 018A 0000

Property Address: 226 Wildhorse Rd., Hilton Head Island, SC

8. Thereafter the mortgage was recorded in the Office of the Register of Deeds for Beaufort County in book 2448 at page 823 on September 26, 2006.

9. The mortgage constitutes a first mortgage lien on the subject property.

10. Subsequently, the subject note and mortgage were assigned or otherwise transferred to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, the present lienholder and Plaintiff herein.

11. Pursuant to the Administrative Order of the Chief Justice, 2009-05-22-01, the loan that is subject of this action is held by a participant in the Home Affordable Modification Program (HMP), however the loan is not subject to modification based upon the fact that the HMP solicitation has been completed and other loss mitigation efforts have also been exhausted without resulting in modification.

12. Pursuant to the terms of the mortgage, any sums paid by the plaintiff for inspecting and securing the subject property, for fire and other hazard insurance, taxes and assessments for the mortgaged premises, and any costs of collection, including reasonable attorney's fees, are secured by the mortgage.

13. According to the terms of said mortgage, and as additional security, Terry Lennette Grant assigned all rents, issues and profits of the mortgaged premises from and after any default thereunder, and should legal proceedings be instituted pursuant to said mortgage, the mortgagee, its successors and assigns, was given the right to have a Receiver appointed of the rents, issues and profits, who, after deducting all charges and expenses attending such proceedings, and the execution of his trust as a Receiver, shall apply the residue of the rents, issues and profits, towards the debt secured by said mortgage.

14. The monthly payments due on said note and mortgage are in default since January 1, 2008, although demand for payment thereof has been made and the plaintiff, as the holder of the said note and mortgage, after providing all required notices, elects to, and does declare the entire balance of said indebtedness due and payable, and that there is due on said note and mortgage as of January 1, 2008, the sum of \$ 672,991.46, together with interest at an adjustable rate pursuant to the terms of the note, from December 1, 2007, and also for the costs and disbursements of this action, including attorney's fees.

15. Pursuant to Section 37-3-105, South Carolina Code of Laws (1976 as amended), the mortgage lien, which is the subject of this action, is a first lien on real estate and is not a 'consumer loan' for the purposes of the South Carolina Consumer Protection Code. *Any* notice of right to cure has been given as required.

16. The Plaintiff specifically demands a deficiency judgment against the defendant Terry Lennette Grant, pursuant to S.C. Code Ann. Sections 29-3-660, (1976), for any deficiency in this action remaining after sale of the mortgaged premises. *The Plaintiff reserves its right to withdraw its demand for deficiency judgment at any time prior to the foreclosure sale herein.*

17. Catherine Alls claim(s), or may claim a lien upon or interest in the subject property by virtue of a judgment against Terry Grant, filed August 5, 2009 in Case Number 2009-CP-07-1098 in the amount of \$ 6,600.00.

The interest or lien of the above Defendant, if any, is junior and subordinate to the plaintiff's first mortgage lien.

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

1. The amount due upon the said note and mortgage held by Plaintiff be ascertained and determined under the direction of this Court, together with attorney's fees and the costs of this action.

2. The said Plaintiff's Mortgage be declared a first mortgage lien and that the said 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, with a reasonable sum as attorney's fees and for the costs of this action.

3. The mortgaged premises be sold under the direction 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 sale.

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

Third, the surplus, if any be distributed according to law.

4. Plaintiff have deficiency judgment against the defendant(s) Terry Lennette Grant, pursuant to Section 29-3-660 of the Code of Laws of South Carolina (1976) for any deficiency remaining after the sale of the mortgaged property. *The Plaintiff may withdraw its demand for deficiency judgment at any time prior to foreclosure sale.*

5. An Order be entered directing and empowering the Sheriff of Beaufort County, South Carolina, to place the successful purchaser at said foreclosure sale in possession of the property hereinabove described should the same become necessary.

6. An Order be entered for the ejectment of the defendants in possession herein and all persons claiming thereunder and the removal therefrom of all furnishings, fixtures and items not subject to the lien of the plaintiff's mortgage, which personal property if not removed shall be deemed abandoned and shall be removed by the plaintiff or its agents from the subject property by placing said property on the public street or highway or by any other means.

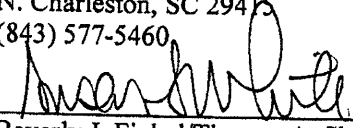
7. An Order be entered granting the appointment of a Receiver to secure and supervise the rental of the property sought to be foreclosed with authority to take possession thereof and collect rents, issues and profits thereon during the pendency of this action and to hold the same as further security for Plaintiff's debt.

8. An Order be entered for reimbursement of all costs for inspecting and securing the property incurred by the plaintiff as a result of the delinquency.

9. An Order be entered for such other and further relief as may be just and proper.

FINKEL LAW FIRM LLC
P.O. Box 71727
N. Charleston, SC 29415
(843) 577-5460

By:


Beverly J. Finkel/Thomas A. Shook/
Susan S. White/Joseph T. Merli/
Andrew M. Wilson
Attorneys for Plaintiff

November 30, 2009

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT, (THE 'ACT')
15 U.S.C. SECTION 1601, AS AMENDED**

1. As of December 11, 2009, you owe \$676,066.46. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write or call as directed in Paragraph 6 of this Notice.
2. Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5 is the Creditor to whom the debt is owed.
3. The debt described in this Notice will be assumed to be valid by the Creditor's law firm unless you, the Debtor, within thirty (30) days after receipt of this notice, dispute, in writing, the validity of the debt or some portion thereof.
4. If you, the Debtor, notify the Creditor's law firm in writing, thirty (30) days from receipt of this notice that the debt or any portion thereof is disputed, the Creditor's law firm will obtain verification of the debt and a copy of the verification will be mailed to the Debtor by the Creditor's law firm.
5. If the Creditor named in the attached letter is not the original Creditor, and if you make a written request to the Creditor's law firm thirty (30) days, the name and address of the original Creditor will be mailed to you by the Creditor's law firm.
6. Written requests should be addressed to Finkel Law Firm LLC, Post Office Box 71727, N. Charleston, SC 29415, or call (843) 577-5460.
7. This notice should not be construed as a thirty (30) day grace period. Creditor may pursue collection efforts immediately and not wait thirty (30) days.

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

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant, et al.,

DEFENDANT(S).

Submitted By: ☐ Beverly J. Finkel SC Bar #: 9794
☐ Thomas A. Shook SC Bar #: 68340
☒ Susan S. White SC Bar #: 5453
☐ Joseph T. Merli SC Bar #: 3943
☐ Andrew M. Wilson SC Bar #: 72553
Address: P.O. Box 71727 Telephone #: (843) 577-5460
N. Charleston, SC 29415 Fax #: (843) 725-0015
Other:
Email: Bfinkel@finkellaw.com

JERRI ANN ROSEHEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

2009 DEC -1 PM 12:05

Note: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

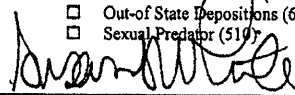
DOCKETING INFORMATION (Check one box below)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check one box below)

- | | | | |
|--|--|--|--|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☐ Breach of Contract (140)
☐ Other (199) | Torts-Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 -CP-
☐ Notice/File Med Mal (230)
☐ Other (299) | Tort-Personal Injury
☐ Assault/Slander/Libel (300)
☐ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☒ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | 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)
☐ Other (799) | Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture - Petition (840)
☐ Forfeiture - Consent Order (850)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate - Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Administrative Law Judge (980)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex/Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | | | |
| ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Sexual Predator (510) | | | |

Submitting Party Signature: 

Date: November 30, 2009

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.
 SCCA / 234 (7/09)

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville,
Hampton, Horry, Jasper, Lexington, Pickens (Family Court Only), and Richland

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

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Case are exempt from the 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 had 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,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2009-CP-07- 056/2

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

2009LP0702680

2009 DEC - 1 PM 12:05
JERRI ANN ROSENTHAL
CLERK OF COURT
BEAUFORT COUNTY, SC

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant(s) for foreclosure of a certain mortgage of real estate given by Terry Lennette Grant to Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. in the amount of \$680,000.00, dated September 18, 2006, and recorded in the Office of the Register of Deeds for Beaufort County in Book 2448 at Page 823 on September 26, 2006.

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

ALL 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 R51 0-007 -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

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 R51 a 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.

TMS#: R510 007 000 018A 0000

Property Address: 226 Wildhorse Rd., Hilton Head Island, SC

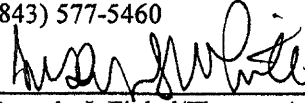
FINKEL LAW FIRM LLC

Post Office Box 71727

North Charleston, South Carolina 29415

(843) 577-5460

By:



Beverly J. Finkel/Thomas A. Shook

Susan S. White/Joseph T. Merli

Andrew M. Wilson

Attorneys for Plaintiff

November 30, 2009

EXHIBIT 30i

Exhibit 30 I: Alleged Assignment of Mortgage from MERS as nominee for Novastar Mortgage, Inc allegedly “transfer, assign, convey the alleged certain mortgage...” dated December 2, 2009 and recorded December 10, 2009. 1) Deutsche Bank National Trust Company did not have standing to sue Defendant, the mortgage not assigned to Deutsche Bank: 2) Alleged Assignment of Mortgage created on December 2, 2009, was not and is not a true Assignment. It lacks pertinent information that must be included to be a valid and true assignment.

Y/BB
Return to: Finkel Law Firm LLC
PO Box 71727
N. Charleston, SC 29415

51560.F30787/2000397847
STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. does hereby transfer, assign, set over and convey to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, its successors and assigns forever, that certain mortgage, made and executed by Terry Lennette Grant to Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc., dated September 18, 2006, and duly recorded on September 26, 2006, in Mortgage Book 2448, Page 823, in the Office of the Register of Deeds for Beaufort County in the State of South Carolina.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered this 2 day of December, 2009.

In the presence of:

[Signature]
Witness #1 Stevanne Mitchell

[Signature]
Witness #2 Kelly Clark

STATE OF ND
COUNTY OF Dakota

Mortgage Electronic Registration
Systems, Inc., as nominee for NovaStar
Mortgage, Inc.

By: *[Signature]*
(Name of Officer) Alfonso Greene
Title: Vice President

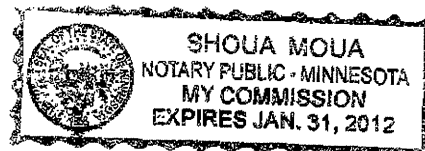
ACKNOWLEDGMENT
S.C. CODE 30-5-30

The undersigned, a Notary Public for the State of ND, does hereby certify that the within-named Officer of Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal on this 2 day of December, 2009.

[Signature]
Notary Public for can

My Commission Expires: 1/31/12



ASSIGNEE ADDRESS: Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5

1270 Northland Dr. Ste 200
Mendota Hgts MN 55120

MIN# 100080190058808478

YRB
Return to: Finkel Law Firm LLC
PO Box 71727
N. Charleston, SC 29415

51560.F30787/2000397847
STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the undersigned, Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. does hereby transfer, assign, set over and convey to Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5, its successors and assigns forever, that certain mortgage, made and executed by Terry Lennette Grant to Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc., dated September 18, 2006, and duly recorded on September 26, 2006, in Mortgage Book 2448, Page 823, in the Office of the Register of Deeds for Beaufort County in the State of South Carolina.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed and delivered this 2 day of December, 2009.

In the presence of:

[Signature]
Witness #1 Deanne Mitchell

Witness #2 Kelly Clark

STATE OF ND

COUNTY OF Dakota

Mortgage Electronic Registration
Systems, Inc., as nominee for NovaStar
Mortgage, Inc.

By: *[Signature]*

(Name of Officer) Alfonso Greene

Title: Vice President

ACKNOWLEDGMENT
S.C. CODE 30-5-30

The undersigned, a Notary Public for the State of ND, does hereby certify that the within-named Officer of Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal on this 2 day of December, 2009.

Notary Public for ND

My Commission Expires: 1/31/11



ASSIGNEE ADDRESS: Deutsche Bank National Trust Company, as Trustee for NovaStar Mortgage Funding Trust, Series 2006-5

1270 Northland Dr. Ste 200
Mendota Heights MN 55120

MIN# 100080190058808478

EXHIBIT 30j

Exhibit 30 J: Case 2009CP0705612 dismissed reason rule 41a and Lis Pendens 2009LP0702680 cancelled both on February 12, 2010 (Notice of Dismissal). The Plaintiffs decided to dismiss their case because Defendant was able to successfully provide her defense with facts and evidence the Plaintiff could refute, ending in a voluntary dismissal by Plaintiff.

FORM 4

STATE OF SOUTH CAROLINA

JUDGMENT IN A CIVIL CASE

COUNTY OF BEAUFORT

CASE NO: 2009CP0705612

IN THE COURT OF COMMON PLEAS

Deutsche Bank National Trust Company vs. Terry Lennette Grant**CHECK ONE:**

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

☐ Affirmed;	☐ Reversed;	☐ Remanded;	☐ Other;
------------------------------------	------------------------------------	------------------------------------	---------------------------------

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED:

- ☐ See attached order; (Formal order to follow) ☐ Statement of Judgment by the Court:

Notice of Dismissal

Dated at Beaufort, South Carolina, this .

Court Reporter: _____

PRESIDING JUDGE -

This judgment was entered on the 12th day of February, 2010, and a copy mailed first class this 19th day of March, 2010, to attorneys of record or to parties (when appearing pro se) as follows:

Susan S White Finkel Law Firm LLC P.O. Box
225 Charleston, SC 29402_____
ATTORNEY(S) FOR THE PLAINTIFF(S)_____
ATTORNEY(S) FOR THE DEFENDANT(S)

Trena Patterson

SCRPC APP-24/FORM 4

Jerri Ann Roseneau - Clerk of Court

51560.F30787

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 09-CP-07-5612

09-LP-07-2680

NOTICE OF DISMISSAL

10 FEB 12 PM 3:44
J. A. ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

The undersigned hereby gives notice of the dismissal of the within action pursuant to Rule 41(a)(1),
SCRCP and requests that the lis pendens filed herein be canceled of record.

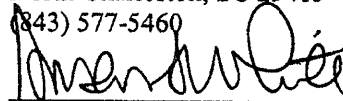
FINKEL LAW FIRM LLC

P.O. Box 71727

North Charleston, SC 29415

(843) 577-5460

By:



Beverly J. Finkel/Thomas A. Shook

Susan S. White/Joseph T. Merli/

Andrew M. Wilson

Attorneys for Plaintiff

February 8, 2010

NO APPEARANCE FOR DEFENDANT(S)

F30787

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

☒ Deutsche Bank National Trust Company, as Trustee for
NovaStar Mortgage Funding Trust, Series 2006-5,

PLAINTIFF,

vs.

☐ Terry Lennette Grant; and Catherine Alls, et. al.,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS

C/A NO: 09-CP-07-5612

09-LP-07-2680

MOTION AND ORDER INFORMATION
FORM AND COVER SHEET

0 FEB 12 PM 3:44
CLERK OF COURT
BEAUFORT COUNTY, S.C.

check box above indicating submitting party

name, S.C. Bar number and address of plaintiff's attorney

☐ Beverly J. Finkel SC Bar #: 9794
☐ Thomas A. Shook SC Bar #: 68340
☒ Susan S. White SC Bar #: 5453
☐ Joseph T. Merli SC Bar #: 3943
☐ Andrew M. Wilson SC Bar #: 72553

FINKEL LAW FIRM LLC

PO Box 71727

N. Charleston, SC 29415

telephone: (843) 577-5460

fax: (843) 725-0015

e-mail: bfinkel@finkellaw.com

name, S.C. Bar number and address of defendant's attorney

telephone:

fax:

e-mail:

☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)

☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)

☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion:

Estimated Time Needed:

Court Reporter Needed:

☐ YES

☒ NO

SECTION II: Motion Type

☐ Written Motion attached

☒ Form Motion

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

Signature of Attorney

Date Submitted

SECTION III: Motion Type

☒ PAID - AMOUNT:

\$1.00

☐ EXEMPT:

(check reason)

☐ Rule to Show Cause in Child or Spousal Support

☐ Domestic Abuse or Abuse and Neglect

☐ Indigent Status

☐ State Agency v. Indigent Party

☐ Sexually Violent Predator Act

☐ Post-Conviction Relief

☐ Motion for Stay in Bankruptcy

☐ Motion for Publication

☐ Motion for Execution (Rule 69, SCRCP)

☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions

Name of Court Reporter:

☒ Other:

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order

☐ Other:

JUDGE

CODE:

DATE:

CLERK'S VERIFICATION

Collected by:

(print name)

DATE FILED

☐ MOTION FEE COLLECTED:

☐ CONTESTED - AMOUNT DUE:

SCCA/233(11/2003)

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

Deutsche Bank National Trust Company, as
Trustee for NovaStar Mortgage Funding Trust,
Series 2006-5,

PLAINTIFF,

vs.

Terry Lennette Grant; and Catherine Alls,

DEFENDANT(S).

IN THE COURT OF COMMON PLEAS
C/A NO: 2009-CP-07- 05612

LIS PENDENS

(NON-JURY MORTGAGE FORECLOSURE)

2009LP0702680

2009 DEC - 1 PM 12:05
JERRI ANN ROSENTHAL
BEAUFORT COUNTY, S.C.
CLERK OF COURT

NOTICE IS HEREBY GIVEN that an action has been commenced and is now pending in this court upon Complaint of the above-named Plaintiff against the above-named Defendant(s) for foreclosure of a certain mortgage of real estate given by Terry Lennette Grant to Mortgage Electronic Registration Systems, Inc., as nominee for NovaStar Mortgage, Inc. in the amount of \$680,000.00, dated September 18, 2006, and recorded in the Office of the Register of Deeds for Beaufort County in Book 2448 at Page 823 on September 26, 2006.

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

ALL 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 R51 0-007 -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

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 R51 a 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.

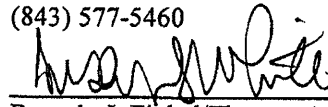
SUBJECT to all easements, rights of way, covenants and restrictions, if any, more particularly identified in the above referenced Plat or otherwise recorded in the office of the Register of Deeds for Beaufort County, South Carolina, which are applicable to the above described property.

TMS#: R510 007 000 018A 0000

Property Address: 226 Wildhorse Rd., Hilton Head Island, SC

FINKEL LAW FIRM LLC
Post Office Box 71727
North Charleston, South Carolina 29415
(843) 577-5460

By:

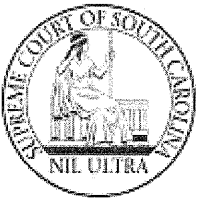


Beverly J. Finkel/Thomas A. Shook
Susan S. White/Joseph T. Merli
Andrew M. Wilson
Attorneys for Plaintiff

November 30, 2009

EXHIBIT 30k

Exhibit 30 K: Plaintiffs summons and complaint against Defendant filed on April 12, 2010, case no. 2010CP0701690 was disposed of on May 28, 2014 and Lis Pendens 2010LP0700847 was cancelled on 1/14/2016. The Plaintiffs decided to dismiss their case because Defendant was able to successfully provide her defense with facts and evidence the Plaintiff could not refute, ending in a voluntary dismissal by Plaintiff, again.



Beaufort County Fourteenth Judicial Circuit Public Index



[Beaufort County Home Page](#) [South Carolina Judicial Department Home Page](#) [SC.GOV Home Page](#)

Switch View

Deutsche Bank National Trust Company , plaintiff, et al VS Terry Lennette Grant , defendant, et al

Case Number:	2010CP0701690	Court Agency:	Beaufort County Common Pleas	Filed Date:	04/12/2010
Case Type:	Common Pleas	Case Sub Type:	Foreclosure 420	File Type:	Non-Jury
Status:	Disposed	Assigned Judge:	Solicitor		
Disposition:	Ended by Non Jury	Disposition Date:	05/28/2014	Disposition Judge:	Dukes, Marvin H III
Original Source Doc:		Original Case #:			
Judgment Number:		Court Roster:			

Case Parties Judgments Tax Map Information Associated Cases Actions Financials

Name	Description	Type	Motion Roster	Begin Date	Completion Date	Documents
Deutsche Bank National Trust Company	Order Vacate Jgmt,Dismiss W/O Prejudice,Cancel LP,Service	Order		01/14/2016-15:25		
Grant, Terry Lennette	Letter (re: requests validation)	Filing		12/28/2015-08:45		
Grant, Terry Lennette	Response to Motion & Order Vacating Judgment, Cancelling LP	Filing		12/28/2015-08:19		
Deutsche Bank National Trust Company	Motion and Consent Order Substituting Counsel, Cert of Mail	Order		11/18/2015-14:11	11/18/2015-14:11	
Deutsche Bank National Trust Company	Signed release to destroy exhibits by Atty. D. Koutrakos	Filing		11/10/2015-13:04		
Grant, Terry Lennette	Signed notice requesting Def exhibits (Def Pro Se)	Filing		10/29/2015-16:16		
Grant, Terry Lennette	Notice release or dispose Defendant's Exhibits (Pro Se)	Filing		10/23/2015-09:21		
Deutsche Bank National Trust Company	Notice release/dispose Plaintiff Exhibit (Atty. D. Koutrakos	Filing		10/23/2015-09:21		
Deutsche Bank National Trust Company	Notice release/dispose Plaintiff Exhibit (Atty. S. White)	Filing		10/23/2015-09:20		
Deutsche Bank National Trust Company	Affidavit/Publication	Filing		07/21/2014-12:25		

Deutsche Bank National Trust Company	Crt Svc Notice of Sale/Order/Jdgmt parties 6-23-14	Filing		06/25/2014-12:22		
Deutsche Bank National Trust Company	Notice of Intent to File a Federal Suit	Filing		06/04/2014-14:34		
Deutsche Bank National Trust Company	Order/Jdgmnt of Foreclosure & Sale; Notice of Sale; Record	Order		05/28/2014-16:22		
Deutsche Bank National Trust Company	Affidavit of Amount Due; Cert Serv	Filing		05/20/2014-14:35	05/28/2014-14:35	
Deutsche Bank National Trust Company	Affidavit/Default as to Catherine Alls & Lindberg Bing; Aff	Filing		05/12/2014-16:55	05/28/2014-16:55	
Deutsche Bank National Trust Company	Notice of Hearing MIE 5-28-14:Crt Svc parties 5-1-14	Filing		05/05/2014-14:26	05/28/2014-14:26	
Deutsche Bank National Trust Company	Crt Svc Aff in Support Mot Summ Jdgmt Terry L Grant 3-5-14	Filing		03/13/2014-09:40	05/28/2014-09:40	
Deutsche Bank National Trust Company	Crt Svc Order Denying Rule 12B etc Terry L Grant 3-5-14	Filing		03/07/2014-09:07	05/28/2014-09:07	
Deutsche Bank National Trust Company	Notice of Hearing MIE 5-2-14:Crt Svc parties 3-5-14	Filing		03/07/2014-09:03	05/28/2014-09:03	
Deutsche Bank National Trust Company	Affidavit/Support Motion Sum Jdgmt	Filing		03/03/2014-12:19	05/28/2014-12:19	
Grant, Terry Lennette	Order re: Defs Mot Vacate filed 12/30/13, denied.	Order		03/03/2014-09:46	03/03/2014-09:46	
Deutsche Bank National Trust Company	Plfs Return in Opposition to Defs Motion to Vacate	Filing		02/28/2014-11:25	05/28/2014-11:25	
Deutsche Bank National Trust Company	Mot Summ Jmt of Foreclosure and Sale; Certif Service	Motion		02/28/2014-11:23	05/28/2014-11:23	
Deutsche Bank National Trust Company	Crt Svc Order Granting Plts Motion etc parties 2-7-14	Filing		02/12/2014-10:18	05/28/2014-10:18	
Deutsche Bank National Trust Company	Order Granting Plfs Motin for Partial Sum Jmt.	Order		02/07/2014-16:09	02/07/2014-16:09	

Deutsche Bank National Trust Company	Letter MIE Reschedule 3-3-14	Filing		02/05/2014-08:15	05/28/2014-08:15	
Deutsche Bank National Trust Company	Notice/Hrg MIE Motion/Vacate Claim on Parties	Filing		01/31/2014-15:16	05/28/2014-15:16	
Grant, Terry Lennette	Motion/Vacate	Motion		12/30/2013-11:37	02/24/2014-11:37	
Deutsche Bank National Trust Company	Exhibit(s) Entered from MIE hearing on 11/18/2013	Document		12/05/2013-11:11	05/28/2014-11:11	
Grant, Terry Lennette	Notice Reconsideration Purposed Sum Jdgmt; Crt Svc Counsel	Filing		12/02/2013-13:18	05/28/2014-13:18	
Grant, Terry Lennette	Filing Of Coram Non Judice Objection for Lake of	Filing		11/26/2013-14:53	05/28/2014-14:53	
Deutsche Bank National Trust Company	Letter from Judge Dukes to Mr. Koutrakos instructing him to	Filing		11/20/2013-10:52	05/28/2014-10:52	
Deutsche Bank National Trust Company	Ocwen Loan Svcng Aff/Support Plt's Motion Sum Jdgmt;	Filing		11/18/2013-15:59	05/28/2014-15:59	
Deutsche Bank National Trust Company	Motion for Partial Summary Judgment; Certif Service	Motion		11/12/2013-09:43	11/18/2013-09:43	
Grant, Terry Lennette	Answer to the Email of 10/28/13; Crt Svc Parties 10/28/13	Filing		11/08/2013-15:51	05/28/2014-15:51	
Deutsche Bank National Trust Company	Notice of Hearing MIE 11-18-13: Crt Svc Terry Lennette Grant	Filing		11/08/2013-09:11	05/28/2014-09:11	
Deutsche Bank National Trust Company	Notice/Hearing before MIE 11-18-13 at 1:30 p.m.;Cert of Srv	Filing		10/18/2013-10:19	05/28/2014-10:19	
Grant, Terry Lennette	Action Taken to compel Def to Submit Questions Designed to	Filing		10/08/2013-09:11	05/28/2014-09:11	
Grant, Terry Lennette	First Request for Admission; Crt Srv parties 10/8/2013	Filing		10/08/2013-09:08	05/28/2014-09:08	
Grant, Terry Lennette	First Interrogatories; Crt Srv parties 10/8/2013	Filing		10/08/2013-09:05	05/28/2014-09:05	
Grant, Terry Lennette	1st Request for Production; Crt Srv parties 10/8/2013	Filing		10/08/2013-09:02	05/28/2014-09:02	
Deutsche Bank National Trust Company	Crt Svc Order Granting Plfs Motion to Compel Deposition	Filing		09/30/2013-09:38	05/28/2014-09:38	
Deutsche Bank National Trust Company	Order Granting Plaintiff's Motion to Compel Deposition	Order		09/26/2013-11:27	09/15/2013-11:27	
Deutsche Bank National Trust Company	Filing of Non-Jury Mortgage Foreclosure and Reformation: Crt	Filing		09/16/2013-09:16	05/28/2014-09:16	

Deutsche Bank National Trust Company	Crt Srv Exhibit to 2nd Amd Complaint parties 9/11/2013	Filing		09/13/2013-16:22	05/28/2014-16:22	
Deutsche Bank National Trust Company	Notice of Hearing MIE 9-16-13:Crt Svc Def 9-4-13	Filing		09/09/2013-10:41	05/28/2014-10:41	
Deutsche Bank National Trust Company	Motion for Sanctions and/or to Compel; Certif Service	Motion		09/04/2013-11:34	09/16/2013-11:34	
Grant, Terry Lennette	Letter Dated 8/28/13	Filing		08/28/2013-13:19	05/28/2014-13:19	
Deutsche Bank National Trust Company	Notice of Appearance by counsel(Demetri K. Koutrakos)	Filing		08/15/2013-16:11	05/28/2014-10:06	
Deutsche Bank National Trust Company	Affidavit/Publication Islnd Pkt/Bft Gazette 7/6/13/20/2011	Filing		08/15/2013-12:59	05/28/2014-12:59	
Deutsche Bank National Trust Company	Crt Srv 2nd Amd LP/2nd Amd SC etc Defs 6/17/13	Filing		08/15/2013-12:56	05/28/2014-12:56	
Deutsche Bank National Trust Company	Crt Srv Amd LP/Amd SC parties 4/25/2011	Filing		08/15/2013-12:40	05/28/2014-12:40	
Grant, Terry Lennette	Affidavit of Truth & Objection to 2nd Amd Summons & Notices	Filing		07/15/2013-12:10	05/28/2014-12:10	
Grant, Terry Lennette	Filing/Affidavit; Crt Svc Parties	Filing		07/12/2013-09:20	05/28/2014-09:20	
Deutsche Bank National Trust Company	Second Amended LP, SC, Notices and Certificate of Exemption	Filing		06/12/2013-15:39	05/28/2014-15:39	
Deutsche Bank National Trust Company	Order to Amend Complaint	Filing		06/12/2013-15:26	06/11/2013-15:26	
Deutsche Bank National Trust Company	Cert/Mortgagor Non-Compliance; Crt Svc on Terry L Grant on	Filing		11/07/2011-11:45	05/28/2014-11:45	
Grant, Terry Lennette	Filing by Def Grant	Filing		07/15/2011-15:10	05/28/2014-15:10	
Deutsche Bank National Trust Company	Affidavit & Order/Publication; Crt Mlg Amd SC/Amd LP on	Filing		06/28/2011-12:12	05/28/2014-12:12	
Deutsche Bank National Trust Company	Notice Of Foreclosure Intervention; Crt Svc on Defs 6/14/11	Filing		06/17/2011-15:08	05/28/2014-15:08	
Grant, Terry Lennette	Filing	Filing		06/02/2011-16:33	05/28/2014-16:33	
Grant, Terry	Filing of Objection to Amded LP	Filing		05/24/2011-	05/28/2014-	

Lennette	and Order to amend CMP			16:41	16:41	
Deutsche Bank National Trust Company	Aff Non Svc Amd LP/Amd SC on Lindberg Bing	Filing		05/12/2011-08:56	05/28/2014-08:56	
Deutsche Bank National Trust Company	Affidvit Due Diligent Search on Lindberg Bing	Filing		05/05/2011-16:29	05/28/2014-16:29	
Deutsche Bank National Trust Company	Aff Non Svc Amd SC/Amd LP on Lindberg Bing	Filing		05/05/2011-16:23	05/28/2014-16:23	
Deutsche Bank National Trust Company	Aff Non Svc Amd SC/Amd LP on Lindberg Bing	Filing		04/28/2011-14:40	05/28/2014-14:40	
Deutsche Bank National Trust Company	Aff Non Svc Amd SC/Amd LP on Lindberg Bing	Filing		04/28/2011-14:40	05/28/2014-14:40	
Deutsche Bank National Trust Company	Amended Summons/Notices, Complaint/Cert of Exemption	Filing		04/19/2011-13:49	05/28/2014-13:49	
Deutsche Bank National Trust Company	TMS R510 007 000 018A 0000-Amended Lis Pendens	Filing		04/19/2011-13:48	05/28/2014-13:48	
Deutsche Bank National Trust Company	Order To Amend Complaint(to reform legal descript)	Filing		04/19/2011-13:48	05/28/2014-13:48	
Deutsche Bank National Trust Company	Affidavit/Publication	Filing		06/21/2010-09:20	05/28/2014-09:20	
Deutsche Bank National Trust Company	Order of Reference to MIE	Order		06/15/2010-09:24	06/15/2010-09:24	
Deutsche Bank National Trust Company	Order of Publication Def Terry Lennette Grant	Filing		05/10/2010-10:25	05/28/2014-10:25	
Deutsche Bank National Trust Company	Affidavit	Filing		05/10/2010-10:25	05/28/2014-10:25	
Deutsche Bank National Trust Company	Affidavit of Due and Diligent Search on Terry Lennette Grant	Filing		05/04/2010-14:42	05/28/2014-14:42	
Deutsche Bank National Trust Company	Aff Svc SC/LP on Catherine Alls	Filing		04/28/2010-13:01	05/28/2014-13:01	

Deutsche Bank National Trust Company	Aff Non Svc/SC, LP on Terry Lennette Grant 4-25-10	Filing		04/26/2010-08:05	05/28/2014-08:05	
Deutsche Bank National Trust Company	Aff Non Svc/SC, LP on Terry Lennette Grant 4-17-10	Filing		04/22/2010-10:13	05/28/2014-10:13	
Deutsche Bank National Trust Company	Aff Non Svc SC/LP on Terry Lennette Grant	Filing		04/19/2010-08:20	05/28/2014-08:20	
Deutsche Bank National Trust Company	Aff Non Svc SC/LP on Catherine Alls	Filing		04/13/2010-15:10	05/28/2014-15:10	
Deutsche Bank National Trust Company	Certificate/Certificate of Exemption from ADR	Filing		04/12/2010-13:58	05/28/2014-13:58	
Deutsche Bank National Trust Company	Summons & Complaint	Filing		04/12/2010-13:56	05/28/2014-13:56	
Deutsche Bank National Trust Company	TMS R510 007 000 018A 0000	Filing		04/12/2010-13:55	05/28/2014-13:55	
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-OPUBLIC	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE-AFFPUB	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-OMOFOR	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-ORDER	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-AML PEN	Filing				
Deutsche Bank	TERRY LENNETTE GRANT-AMENDA	Filing				

National Trust Company						
Deutsche Bank National Trust Company	TERRY GRANT-CERNON	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE-NTFRIN	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-FILING	Filing				
Deutsche Bank National Trust Company	GRANT-MVACAT	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-MSUMJM	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-OAMEND	Filing				
Deutsche Bank National Trust Company	TERRY LENNETE GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-MSUMJM	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-MEMOPP	Filing				
Deutsche Bank National	TERRY LENNETTE GRANT-NOTHRG	Filing				

Trust Company						
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRYLGRANT-ORDER	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-OPUBLIC	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-AFFPUB	Filing				
Deutsche Bank National Trust Company	GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	DEUTSCHE BANK NATION-LISPEF	Filing				
Deutsche Bank National Trust Company	DEUTSCHE BANK NATION-CERTEA	Filing				
Deutsche Bank National Trust Company	DEUTSCHE BANK NATION-SUMCMP	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-NOTICE	Filing				

Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-ORDREFERENCE	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-OMOFOR	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SAFSVC	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SANOSV	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-LETTER	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-AFFDVT	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-NHMIE	Filing				
Deutsche Bank National Trust Company	GRANT-NOTAPP	Filing				
Deutsche Bank National Trust Company	TERRY LENNETT GRANT-NOTHRG	Filing				
Deutsche Bank National Trust Company	GRANT-EXBENT	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-ORDER	Filing				
Deutsche Bank	TERRY GRANT-SCERTS	Filing				

National Trust Company						
Deutsche Bank National Trust Company	TERRY GRANT-LETTER	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTE-MSANCT	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-NOTHRG	Filing				
Deutsche Bank National Trust Company	TERRYLGRANT-LETTER	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-ANSWER	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-AFFPUB	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY L GRANT-SCERTS	Filing				
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-NHMIE	Filing				
Deutsche Bank National	TERRY GRANT-NOTICE	Filing				

Trust Company						
Deutsche Bank National Trust Company	TERRY LENNETTE GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRY GRANT-FILING	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-ORDERF	Filing				
Deutsche Bank National Trust Company	TERRYLENNETTEGRANT-AMENDA	Filing				

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2010-CP-07-01690

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

Catherine Alls; Terry Lennette Grant; Lindberg Bing

DEFENDANT(S)

PLAINTIFF(S)

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

Attorney for : ☒ Plaintiff ☐ Defendant
or
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

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

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 : ORDER OF DISMISSAL

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)
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	To be determined upon completion of foreclosure sale

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

(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 the within Mortgagor(s) by deed of Lindberg Bing dated March 17, 2004 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Deed Book 1924 at Page 2538. The within Mortgage was prepared in the law office of WOLF & MOGIL, LLC, 94 Main Street, Suite C-102, Hilton Head Island, South Carolina 29926, by Peter L. Wolf, Esq.

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

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

This judgment was entered on the 14 day of Jul, 2016 and a copy mailed first class or placed in the appropriate attorney's box on this 20 day of Jul, 2016 to attorneys of record or to parties (when appearing pro se) as follows:

Catherine Alls; Terry Lennette Grant; Lindberg Bing
ATTORNEY(S) FOR THE DEFENDANT(S)

ATTORNEY(S) FOR THE PLAINTIFF(S)



CLERK OF COURT

Court Reporter: John A Sullivan

ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

STATE OF SOUTH CAROLINA

COUNTY OF 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.

Catherine Alls; Terry Lennette Grant; Lindberg Bing,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-07-01690

2010 LP-07-0847

ORDER VACATING JUDGMENT,
CANCELLING LIS PENDENS,
AND DISMISSING CASE

2015 JAN 16 PM 12:36
CLERK OF COURT
BEAUFORT COUNTY, S.C.

Plaintiff initiated a mortgage foreclosure upon the mortgage filed in the Beaufort County records by Lis Pendens, Summons and Complaint filed April 12, 2010. Pursuant to Rule 53 S.C.R.C.P., this case was referred to the Master-in-Equity for Beaufort County, by Order of Reference filed on June 15, 2010. On May 28, 2014, The Order of Judgment of Foreclosure and Sale Notice (hereafter "Judgment of Foreclosure") was entered in Plaintiff's favor.

Since the date of the Judgment of Foreclosure the plaintiff has decided not to pursue the foreclosure. Thus, it is no longer equitable that the Judgment of Foreclosure should have prospective application. Accordingly, pursuant to Rule 60(b)(5) S.C.R.C.P., Plaintiff, without waiving any of its rights under the Note and Mortgage forming the basis for its action, hereby requests that its Summons and Complaint be dismissed of record, and further requests that the Judgment of Foreclosure entered on May 28, 2014 be vacated.

THEREFORE, as it is no longer equitable that the judgment should have prospective application and pursuant to SCRCP 60(b)(5),

IT IS ORDERED:

1. The Judgment of Foreclosure and Sale pertaining to the cause of action for foreclosure of the Mortgage and any Supplemental Judgment Order(s) is/are hereby vacated;
2. The Lis Pendens is marked canceled of record;
3. That any provision in any Judgment or Order in this case that extinguished, removed, or released a lien or interest due to it being junior and/or subordinate to the Plaintiff's mortgage lien is hereby vacated such that any such lien or interest is undisturbed by these proceedings.

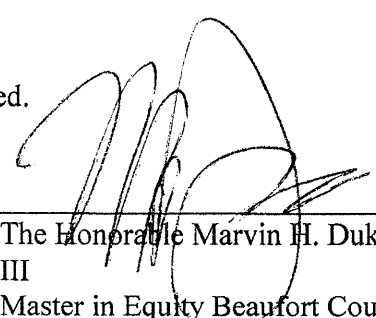
B&S file no.: 15-22471 FC01



4. The Plaintiff may withdraw any original exhibits submitted in furtherance of this case;
5. "Plaintiff is unable to obtain consent from Defendant "Terry Lennette Grant." Consent was submitted to Defendants via U.S. Mail November 30, 2015 and December 10, 2015. To date Plaintiff has not received a response; And
6. The case is dismissed without prejudice and closed.

Date: _____

11/5/15



The Honorable Marvin H. Dukes,
III
Master in Equity Beaufort County

I SO MOVE:



Kristen E. Washburn SC Bar 101415

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

Columbia, South Carolina

11/30/2015

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.

Catherine Alls; Terry Lennette Grant; Lindberg
Bing,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-07-01690

CERTIFICATE OF SERVICE BY MAIL

2016 JUN 14 PM 12:36
CLERK OF COURT
BEAUFORT COUNTY, S.C.

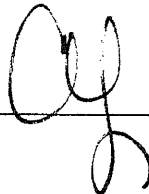
The undersigned hereby certifies that he/she is an employee of Brock & Scott, PLLC, and is a person of such age and discretion as to be competent to serve papers.

That on 12/24/15 he/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: ORDER RELEASING FORECLOSURE PORTION OF
JUDGMENT, CANCELLATION OF LIS PENDENS,
AND CLOSING CASE

Party(ies)
Served:

Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, SC 29925



Brock & Scott, PLLC

Columbia, South Carolina

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF BEAUFORT

C/A NO.: 2010-CP-07-01690

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,

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

Plaintiff,

vs.

Catherine Alls; Terry Lennette Grant; Lindberg Bing,

Defendant(s).

Plaintiff(s) Attorney:

Defendant(s) Attorney:

Kristen E. Washburn SC Bar 101415

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

- () MOTION HEARING REQUESTED (attach written motion and complete Sections I and III)
(X) FORM MOTION, NO HEARING REQUESTED (complete Sections II and III)
() PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion:

Estimated Time Needed:

Court Reporter Needed: ☐ YES / ☒ NO

SECTION II: Motion Type

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

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


Signature of Attorney for ☒ Plaintiff / ☐ Defendant

12/23, 2015
Date Submitted

SECTION III: Motion Fee

- (X) Paid - Amount: \$25.00
() Exempt: ☐ Motion for Stay in Bankruptcy
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRPC)
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions

Name of Court reporter: _____
☐ Other: _____

JUDGE'S SECTION

- ☐ Motion fee to be paid upon filing of the attached order.
☐ Other: _____

JUDGE

Code:
Date:

CLERK'S VERIFICATION

- Collected by: _____
☐ Motion fee Collected: _____
☐ Contested - Amount Due: _____

DATE FILED

**BROCK
& SCOTT**
PLLC

Phone:
803-454-3540

WESTPARK CENTER, 3800 FERNANDINA ROAD, SUITE 110
COLUMBIA, SC 29210

Fax:
803-454-3541

www.brockandscott.com

November 30, 2015

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

Re: 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 v. Catherine Alls; Terry Lennette Grant; Lindberg
Bing
Case#: 2010-CP-07-01690
B&S file #: 15-22471

Enclosed please find originals with copies of the same of ORDER DISMISSING FORECLOSURE
PORTION OF JUDGMENT, CANCELLATION OF LIS PENDENS, AND CLOSING CASE along with the
check for the motion filing fee.

We ask that a signed, clocked copy to our office in the enclosed envelope. If you have any
questions, or require any further information, please do not hesitate to contact our office.

Sincerely,

Legal Assistant

/

Enclosures

December 18, 2015

Dear Sir/Madam,

Thank you for the three letters (enclosed) that you have mailed to me. Before I am comfortable communicating with you, I gently request that you identify yourselves and provide me with some information confirming that you are indeed the correct person(s) to be added to my forthcoming Summons and Complaint.

This letter, dated December 18, 2015 is to notify you, your firm and the mortgage company claiming ownership of this alleged loan and note, that I am exercising my rights under the "Fair Debt Collections Practices Act" as codified at 15 USC § 1692, which stipulates that a debt collector must, if requested, provide validation of the alleged debt, i.e. validate the debt, per "The Fair Debt Collections Practices Act", "FDCPA". The debt collector (Foreclosure Attorney, Bank, Alleged Lender) is mandated under "FDCPA" to cease and desist ALL activity until validation of the original note is provided.

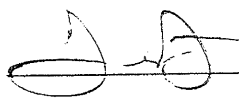
This letter requests VALIDATION of the alleged debt accompanied by an Affidavit from the Alleged Lender.

Please provide the following:

1. Copy of the original alleged note accompanied by an AFFIDAVIT from the alleged Lender
2. Identify to what the alleged debt pertains.
3. Provide details how the alleged debt was calculated.
(Field v. Wilber Law Firm, Donald L. Wilber and Kenneth Wilber, USCA-02-C-0072, 1st Circuit Court, September 2004.
4. Provide Regulation Z, and Notice of Right to Cancel (Truth in Lending Act)
5. Provide copies of any papers that show that I agreed to pay the alleged debt.
6. Identify the original creditor.
7. Provide the agreement between the creditor and your firm which authorizes you to communicate on their behalf (without a contract, your firm has no right to correspond).
8. Provide evidence that the Statute of Limitations has not expired on this alleged account.
9. Provide evidence that you are licensed to collect in my state.
10. Provide your license numbers and the Alleged Lender's Registered Agent.

Please provide the above information within five (5) business days from the postmark date to: Terry Lennette Grant at PO BOX 21936, Hilton Head Island, SC 29925

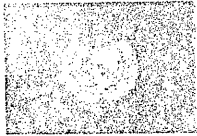
Once this information is provided, then I may decide to read your Proposed Motion.



Asiatic woman

:terry-lennette :grant

2015 DEC 28 AM 9:53
 JESSICA ANN ROSENEAU
 DEPUTY CLERK OF COURT



Dr. Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, South Carolina 29925

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

Beaufort County Court of Common Pleas
Attn: Jerri Ann Roseneau
Post Office Drawer 1128
Beaufort, South Carolina 29901

U.S. Department of Housing and
Urban Development
ATTN: RESPA regulations
451 7th Street S.W., Washington,
DC 20410

U.S. Department of Justice
ATTN: To The Honorable Loretta E.
Lynch
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Federal Deposit Insurance
Corporation
Division of Finance
3501 North Fairfax Drive
Building E, 5th floor
Arlington, VA 22226

Cunningham Bounds, LLC,
ATTN: Billy Bonner
1601 Dauphin Street,
Mobile, AL 36604

Noel Nelson Attorney
164 St Francis St,
Mobile, AL 36602

Cunningham Bounds, LLC,
ATTN: David G. Wirtes, Jr.
1601 Dauphin Street,
Mobile, AL 36604

Vanoverbeke, Michaud & Timmony
ATTN: Michael J. Vanoverbeke
79 Alfred St.
Detroit, Michigan 48201

Vanoverbeke, Michaud & Timmony
ATTN: Thomas C. Michaud
79 Alfred St.
Detroit, Michigan 48201

Louie A. Jacobs, Commissioner
SC Dept. of Banking and Finance
1205 Pendleton St. Suite 305
Columbia, SC 29201

Roslyn A. Mazer, Inspector General
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580



COLUMBIA OFFICE

WESTPARK CENTER
3800 FERNANDINA ROAD
SUITE 110
COLUMBIA, SC 29210
PHONE 888-726-9953
FAX 888-207-9353

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

November 10, 2015

Beaufort County Clerk of Court

Re: 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 v. Terry Lennette Grant, et al.

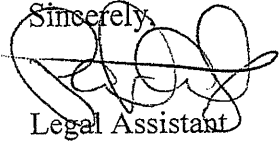
Case No.: 2010-CP-07-01690
B&S File No.: 15-22471

Dear Sir or Madam:

Enclosed please find an original and one copy of a Motion and Consent Order Substituting Counsel, Motion Cover Sheet, and our check in the amount of \$25.00 representing the motion filing fee, regarding the above referenced foreclosure case. Kindly have the documents reviewed, signed and filed, and kindly return a signed, clocked copy to this office in the enclosed envelope.

Thank you in advance for your assistance in this matter.

Sincerely,


Legal Assistant
Brock & Scott, PLLC

cc: Defendants
Enclosures

15-22471

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

14th JUDICIAL CIRCUIT

CASE NO.: 2010-CP-07-01690

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.

Catherine Alls, *et al.*

Defendant(s).

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

Defendant's Attorney:

Plaintiff's Attorney:

Address:

Brock & Scott, PLLC
3800 Fernandina Road, Suite
110
Columbia, SC 29210
phone: 844-856-6646
fax: 336-455-7305

Suzanne E. Brown, SCB# 76440

Phone: Fax:
E-mail: Other: ____

e-mail: CustomerContact@brockandscott.com -

- ☐ MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)
☒ FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)
☐ PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)

SECTION I: Hearing Information

Nature of Motion: Motion for Continuance

Estimate Time Needed:

Court Reporter Needed: ☐ YES/☐ NO

SECTION II: Motion/Order Type

- ☒ Written motion attached
☒ Form Motion/Order

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

Signature of Attorney for Plaintiff

11/10/15
Date submitted

SECTION III: Motion Fee

☒ PAID - AMOUNT: \$25.00

☐ EXEMPT:

(check reason)

- ☐ Motion for Stay in Bankruptcy
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status
☐ Sexually Violent Predator Act
☐ Motion for Publication
☐ Proposed order submitted at request of the court; or, reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: ____
☐ Other: Motion and Order of Stay for Loss Mitigation
- ☐ State Agency v. Indigent Party
☐ Post-Conviction Relief
☐ Motion for Execution (Rule 69, SCRPC)

JUDGE'S SECTION

☐ Motion Fee to be paid upon filing of the attached order.

☐ Other: _____

JUDGE

Code:

Date:

CLERK'S VERIFICATION

Collected by: _____

DATE FILED

☐ MOTION FEE COLLECTED: _____

☐ CONTESTED - AMOUNT DUE: _____

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.

Catherine Alls; Terry Lennette Grant; Lindberg
Bing,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-07-01690

**MOTION AND CONSENT ORDER
SUBSTITUTING COUNSEL**

It appears that the Plaintiff has requested that the undersigned attorney of the law firm of Brock & Scott, PLLC, be substituted as counsel in the above referenced action and that the undersigned attorney of Finkel Law Firm LLC be relieved as Plaintiff's counsel,

And as it appears that both counsel have noted their consent to the substitution, and that no unreasonable delay or prejudice will accrue,

THEREFORE, IT IS ORDERED that the undersigned attorney of the law firm of Brock & Scott, PLLC is hereby substituted as Plaintiff's counsel and that the undersigned attorney of Finkel Law Firm LLC is hereby relieved as Plaintiff's counsel.

IT IS SO ORDERED

DATED: _____, 2015

Master in Equity
Beaufort County, South Carolina

I SO MOVE

Suzanne E. Brown, SCB# 76440

Brock & Scott, PLLC
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Phone 888-726-9953 Fax 866-676-7658

I CONSENT:

Thomas A. Shook SC Bar # 62340
Attorney of Record
Finkel Law Firm LLC
P.O. Box 71727
North Charleston, SC 29415
(843) 577-5460



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.

Catherine Alls; Terry Lennette Grant; Lindberg Bing,

Defendant(s).

IN THE COURT OF COMMON PLEAS

C/A NO.: 2010-CP-07-01690

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.

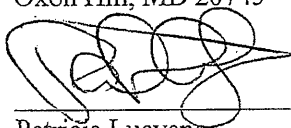
That on November 10, 2015 she served a copy of MOTION AND CONSENT ORDER SUBSTITUTING COUNSEL by placing said copy in a postage paid envelope addressed to each of the following persons at the address stated below, which is the last known address, and by depositing said envelope and contents in the U.S. Mail.

Terry Lennette Grant
226 Wildhorse Road
Hilton Head Island, SC 29926

Catherine Alls
5074 Carole Place
Stone Mountain, GA 30087

✓ Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, SC 29925

Lindberg Bing
6188 Oxon Hill Road
Oxon Hill, MD 20745


Patricia Luevano
Brock & Scott, PLLC

Wilmington, North Carolina

Brock & Scott, PLLC
WESTPARK CENTER
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Ref #: 15-22471

Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, SC 29925



Phone:
803-454-3540

WESTPARK CENTER, 3800 FERNANDINA ROAD, SUITE 110
COLUMBIA, SC 29210

Fax:
803-454-3541

www.brockandscott.com

November 30, 2015

Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, SC 29925

Re: 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 v. Catherine Alls; Terry Lennette Grant; Lindberg
Bing
Case#: 2010-CP-07-01690
B&S file #: 15-22471

Dear Sir/Madam:

Enclosed please find a copy of our proposed Order with regard to the referenced matter. If it meets with your approval, please sign the enclosed consent and return the original in the envelope provided.

Very truly yours,

Caroline Laster
Legal Assistant

Enclosures

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.

Catherine Alls; Terry Lennette Grant; Lindberg Bing,

Defendants.

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-07-01690

**MOTION AND ORDER VACATING
JUDGMENT, CANCELLING LIS PENDENS,
AND DISMISSING CASE**

Plaintiff initiated a mortgage foreclosure upon the mortgage filed in the Beaufort County records by Lis Pendens, Summons and Complaint filed April 12, 2010. Pursuant to Rule 53 S.C.R.C.P., this case was referred to the Master-in-Equity for Beaufort County, by Order of Reference filed on June 15, 2010. On May 28, 2014, The Order of Judgment of Foreclosure and Sale Notice (hereafter "Judgment of Foreclosure") was entered in Plaintiff's favor.

Since the date of the Judgment of Foreclosure the plaintiff has decided not to pursue the foreclosure. Thus, it is no longer equitable that the Judgment of Foreclosure should have prospective application. Accordingly, pursuant to Rule 60(b)(5) S.C.R.C.P., Plaintiff, without waiving any of its rights under the Note and Mortgage forming the basis for its action, hereby requests that its Summons and Complaint be dismissed of record, and further requests that the Judgment of Foreclosure entered on May 28, 2014 be vacated.

THEREFORE, as it is no longer equitable that the judgment should have prospective application and pursuant to SCRCP 60(b)(5),

IT IS ORDERED:

1. The Judgment of Foreclosure and Sale pertaining to the cause of action for foreclosure of the Mortgage and any Supplemental Judgment Order(s) is/are hereby vacated;
2. The Lis Pendens is marked canceled of record;
3. That any provision in any Judgment or Order in this case that extinguished, removed, or released a lien or interest due to it being junior and/or subordinate to the Plaintiff's mortgage lien is hereby vacated such that any such lien or interest is undisturbed by these proceedings.

B&S file no.: 15-22471 FC01



4. The Plaintiff may withdraw any original exhibits submitted in furtherance of this case; and
5. The case is dismissed without prejudice and closed.

Date: _____

The Honorable Marvin H. Dukes,
III
Master in Equity Beaufort County

I SO CONSENT:

Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, SC 29925

I SO MOVE:

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

Columbia, South Carolina

11/30/2015

Brock & Scott, PLLC
WESTPARK CENTER
3800 Fernandina Road, Suite 110
Columbia, SC 29210
Ref #: 15-22471

Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, SC 29925

Phone:
803-454-3540

**BROCK
& SCOTT**
PLLC

WESTPARK CENTER, 3800 FERNANDINA ROAD, SUITE 110
COLUMBIA, SC 29210

www.brockandscott.com

Fax:
803-454-3541

November 30, 2015

Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, SC 29925

Re: 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 v. Catherine Alls; Terry Lennette Grant; Lindberg
Bing
Case#: 2010-CP-07-01690
B&S file #: 15-22471

Dear Sir/Madam:

Enclosed please find a copy of our proposed Order with regard to the referenced matter. If it meets with your approval, please sign the enclosed consent and return the original in the envelope provided.

Very truly yours,

Caroline Laster
Legal Assistant

Enclosures

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.

Catherine Alls; Terry Lennette Grant; Lindberg Bing,

Defendants.

IN THE COURT OF COMMON PLEAS
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**MOTION AND ORDER VACATING
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Since the date of the Judgment of Foreclosure the plaintiff has decided not to pursue the foreclosure. Thus, it is no longer equitable that the Judgment of Foreclosure should have prospective application. Accordingly, pursuant to Rule 60(b)(5) S.C.R.C.P., Plaintiff, without waiving any of its rights under the Note and Mortgage forming the basis for its action, hereby requests that its Summons and Complaint be dismissed of record, and further requests that the Judgment of Foreclosure entered on May 28, 2014 be vacated.

THEREFORE, as it is no longer equitable that the judgment should have prospective application and pursuant to SCRC P 60(b)(5),

IT IS ORDERED:

1. The Judgment of Foreclosure and Sale pertaining to the cause of action for foreclosure of the Mortgage and any Supplemental Judgment Order(s) is/are hereby vacated;
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3. That any provision in any Judgment or Order in this case that extinguished, removed, or released a lien or interest due to it being junior and/or subordinate to the Plaintiff's mortgage lien is hereby vacated such that any such lien or interest is undisturbed by these proceedings.

B&S file no.: 15-22471 FC01



4. The Plaintiff may withdraw any original exhibits submitted in furtherance of this case; and
5. The case is dismissed without prejudice and closed.

Date: _____

The Honorable Marvin H. Dukes,
III
Master in Equity Beaufort County

I SO CONSENT:

Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, SC 29925

I SO MOVE:

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

Columbia, South Carolina

11/30/2015

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



1000



29901

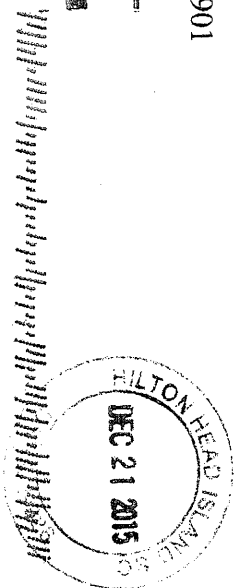
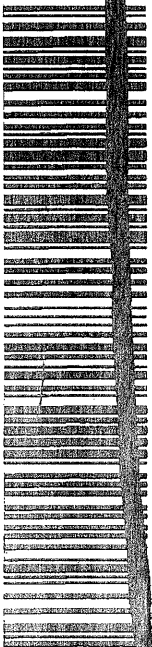
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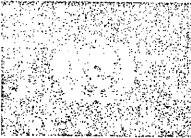
\$2.54

R2304M112657-06

Beaufort County Court of Common
Pleas
Attn: Jerri Ann Roseneau
Post Office Drawer 1128
Beaufort, South Carolina 29901

USPS TRACKING NUMBER





STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

IN THE COURT OF COMMON PLEAS

CASE NO. 2010-CP-07-01690

Deutsche Bank National Trust Company,
As Trustee for NovaStar Mortgage
Funding Trust, Series 2006-5
(ORIGINAL PLAINTIFF)
PLAINTIFF,

RESPONSE TO MOTION AND ORDER
VACATING JUDGEMENT, CANCELLING
LIS PENDENS, AND DISMISSING CASE.

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

2015 DEC 28 PM 1:20

vs

Terry Lennette Grant, Lindberg Bing,
and Catherine Alls

DEFENDANTS.

COMES NOW, terry-lennette :grant, an Asiatic woman, aboriginal/indigenous to this land of my ancestors, the xi (shee) peoples of the Olmec, Inca, Aztec, and Myans Dynasties, with an effort to answer further questions that is designed (by members of a law firm/State BAR Association members) to compel me to agree with their offer to my detriment.

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

U.S. Department of Housing and Urban
Development
ATTN: RESPA regulations
451 7th Street S.W., Washington, DC 20410

Beaufort County Court of Common Pleas
Attn: Jerri Ann Roseneau
Post Office Drawer 1128
Beaufort, South Carolina 29901

U.S. Department of Justice
ATTN: To The Honorable Loretta E. Lynch
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

Federal Deposit Insurance Corporation
Division of Finance
3501 North Fairfax Drive
Building E, 5th floor
Arlington, VA 22226

Cunningham Bounds, LLC,
Billy Bonner
1601 Dauphin Street,
Mobile, AL 36604

Noel Nelson Attorney
164 St Francis St,
Mobile, AL 36602

Cunningham Bounds, LLC,
David G. Wirtes, Jr.
1601 Dauphin Street,
Mobile, AL 36604

Vanoverbeke, Michaud & Timmony
ATTN: Michael J. Vanoverbeke
79 Alfred St.
Detroit, Michigan 48201

Vanoverbeke, Michaud & Timmony
ATTN: Thomas C. Michaud
79 Alfred St.
Detroit, Michigan 48201

Louie A. Jacobs, Commissioner
SC Dept. of Banking and Finance
1205 Pendleton St. Suite 305
Columbia, SC 29201

Roslyn A. Mazer, Inspector General
Federal Trade Commission
600 Pennsylvania Avenue, NW
Washington, DC 20580

December 19, 2015

Greetings,

I have enclosed a copy of the letter that I sent to your firm dated December 18, 2015. The letter requested **VALIDATION OF ALLEGED DEBT**. As of yet, neither you nor your firm have complied with my request.

Please provide the above information within five (5) business days from the postmark date to: Terry Lennette Grant at PO BOX 21936, Hilton Head Island, SC 29925

Under the Fair Debt Collections Practices Act, it mandates in FDCPA section 809(b), 15 USC 1692g, if the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests now and at the time foreclosure was initiated the name and address of the original creditor, the debt collector shall **CEASE AND DESIST** until the debt collector obtains/provides **VALIDATION OF THE DEBT**.

This letter is being sent to you in response to Notices received November 30, 2015. Please be advised that, pursuant to the Fair Debt Collection Practices Act, 15 USC 1692g sec. 809 (b) that the claim by your office, the alleged owner of the mortgage and the alleged owner of the note

that you are now representing IS DISPUTED and VALIDATION is requested.

This letter requests VALIDATION of the alleged both alleged mortgage and note at time alleged foreclosure and now debt accompanied by an Affidavit from the Alleged Lender.

Please provide the following:

1. Copy of the original alleged note (an allonge does not create a note) and mortgage accompanied by an AFFIDAVIT from the alleged Lender
2. Identify to what the alleged debt pertains.
3. Provide details how the alleged debt was calculated.
(Field v. Wilber Law Firm, Donald L. Wilber and Kenneth Wilber, USCA-02-C-0072, 7th Circuit Court, September 2004.
4. Provide Regulation Z, and Notice of Right to Cancel (Truth in Lending Act)
5. Provide copies of any papers that show that I agreed to pay the alleged debt on the alleged original note and alleged original mortgage. Please do NOT provide me with a "reformed/recreated mortgage" with an allonge that was attached to years after the action began. THESE DOCUMENTS ARE FRAUDULENT.
6. Identify the alleged original creditor and alleged current.
7. Provide the agreement between the creditor and your firm which authorizes you to communicate (without a contract, your firm has no right to correspond).
8. Provide evidence that the Statute of Limitations has not expired on this alleged account.
9. Provide evidence that you are licensed to collect in my state.
10. Provide your license numbers and the Alleged Lender's Registered Agent.

Once I receive the requested information, I will require at least thirty (30) days to investigate this information. During such time, all communication must CEASE and DESIST.

Your client have reported invalidated, fraudulent information to all of the three (3) major Credit Bureaus (Equifax, Experian, or TransUnion), and this action constitutes fraud under both Federal and State Laws. With this negative reporting found on all of my credit reports by your company or the company that you represent, I am forced to bring legal action against you, pursuant to the **Fair Credit Reporting Act and Fair Credit Reporting Act for multiple violations**. You are now liable for actions of your clients and former and or current clients and they committed illegal collection practices to pursue this "alleged" foreclosure, by proceeding with representing them, you are now involving yourself in the conspiracy to conceal the acts and omissions of the previous or still current legal representatives and a client who have provided false information to attempt to steal my property.

Enclosed is a copy of DAAlso during this VALIDATION period, if ANY action is taken which could be considered detrimental, I will pursue legal action. I request that you direct all future correspondence to my attention at: PO BOX 21936, Hilton Head, SC 29925. Just as an FYI, this case is soon to be filed in Federal Court with RICO violations, Mail Fraud, FCRA and Fair Debt Collection Practices Act violations amongst only a few of the causes of action.

If a borrower sends a "VALIDATION OF DEBT" letter to the present loan servicer, other alleged lender, or entity or company attempting to collect, all requested documentation must be provided to the borrower within 30 days of receipt of the request. During this 30 day

period, the Lender or Servicer or Collector must suspend any and all activity (including FORECLOSURE SALE OF THE PROPERTY) until the debt has been legally validated and VALIDATION has been received. THIS VALIDATION DOES NOT EXIST!

If any debt collector fails to comply with the "validation of debt notice" the borrower is entitled to an award of actual damages, statutory damages up to \$1000 (per count), cost and attorneys fees. 15 U.S.C. Sec. 1692k(a). Class action relief is also available. 15 U.S.C. Sec 1692k(a)(B).

Any debt collector who violates any provision of the FDCPA has a potential liability for the actual damages. A single violation is more than sufficient to support judgment for the borrower/consumer. See: *Cacace v. Lucas*, 775 F. Supp. 502, 505 (D. Conn. 1990); *Supan v. Medical Bureau of Economics, Inc.*, 785 F. Supp. 304, 305 (D. Conn. 1991). There are actual damages which include emotional stress, embarrassment, and humiliation caused by improper activities and conduct during your clients debt collection activities. I have over 700 letters from your client, collection representatives, nearly 100 from your clients attorneys and I have been forced to attend court proceedings to defend my property for over 5 years. Just a few of these. In addition, I have enclosed copies of my credit reports from all 3 bureau's showing inaccurate reporting by your client which violates the Fair Credit Reporting Act. Deutsche Bank reporting collection information in March of 2012. This means that at that time, the foreclosure was proceeding with only a "reformed/created" mortgage. The "allonge" which was created, was dated June 25, 2012. As I look on my credit reports, there are many entries made at various times that contain inaccurate information, in fact, mostly ALL of it.

This is my final attempt to settle this on a positive note without FEDERAL litigation. This is to prove that **I DO NOT** owe your client and I expect corrections to ALL records that indicate otherwise.

I would consider agree to settling this harassment for \$1,500,000.00 (One million, five hundred thousand dollars and no cents). This settlement should be in the form of a certified funds endorsed to Dr. Terry L. Grant and the matter will be resolved. The FDCPA allows recovery of Statutory damages as well.

I am sending copies of this letter directly to Federal Trade Commission, Department of Housing and Urban Development (filed under RESPA regulations), FDIC. Department of Banking and Finance and U.S. Attorney General Consumer Protection Office address amongst others.

This action began with me being sued with a mortgage (there is NO NOTE to date) and on someone else's property. In order to proceed with the foreclosure, the judge allowed a mortgage to be "reformed or created" to apply to my property. There was never a note until years after the commencement of the action, when an "allonge" was created to make up a "note" and even it contains errors. It supposedly was "connected to the fictitious mortgage note". With all this being pointed out, the action was still allowed to proceed and yes, there was a fraudulent foreclosure and judgement granted by the judge. During the hearings, there was even proof provided that there was NEVER a mortgage on this property with other documentation which

had be previously been recorded, but yet, the judge ignored this and still granted the fraudulent foreclosure and judgement on my property.

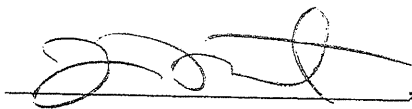
Now here you come waiving your order to vacate, cancel and dismiss as if I would be interested in participating in the illegal activity that everyone who has touched these filed have participated and co-conspired in since the beginning of this. The Caption of your Motion STILL does not even have correct real parties of interest listed. This means that you and you client have communicated with non-related 3rd parties regarding this "alleged" situation. Clearly, another violation of the FDCRA and the FDCPA. Let me be clear, there was never, at any time, a mortgage and note on this property. Any and all of the documents presented that say otherwise are fraudulent, created for purpose to steal my property and constitute RICO violations, Mail Fraud ,Federal DCPA violations FCRA, Crimes of Moral Turpitude and more. These crimes WILL be exposed. I would advise that you look at the chain of title (on the correct property) before jumping in to this, but that's right...it's too late, you already have.

My Proposed Motion is as follows:

1. Your client agree's to the order to Vacate the Judgement, Canceling all Lis Pendens and Dismiss this Case WITH prejudice.
2. \$1,500,000.00 Settlement
3. Your client forever waiving any and all rights and all claims under the Note and Mortgage that formed this action or any other.
4. The Original Exhibits submitted in furtherance of this case WILL remain of record.

Sincerely,

Respectfully submitted this 18 of December, 2015



Asiatic woman

:terry-lennette :grant

EQUIFAX

COLLECTOR	ACCOUNT NUMBER	OWNERSHIP	DATE OPEN	BALANCE DATE	BALANCE AMOUNT	DATE OF STATUS	STATUS
DTSCH BNK TRST	****7001	Individual			\$0.00		At least 120 days or more late
DTSCH BNK TRST	****7002	Individual			\$0.00		At least 120 days or more late

TRANSUNION

COLLECTOR	ACCOUNT NUMBER	OWNERSHIP	DATE OPEN	BALANCE DATE	BALANCE AMOUNT	DATE OF STATUS	STATUS
07 DTSCH BNK TRST CO AMARICAS AS	****7001	Individual	03/27/2012	05/31/2012	\$0.00		PAID
07 DTSCH BNK TRST CO AMARICAS AS	****7002	Individual	03/27/2012	05/31/2012	\$0.00		PAID

EXPERIAN

COLLECTOR	ACCOUNT NUMBER	OWNERSHIP	DATE OPEN	BALANCE DATE	BALANCE AMOUNT	DATE OF STATUS	STATUS
DTSCH BNK TRST CO AMARICAS AS	****7001	Individual	03/2012	03/25/2013			Paid account/was a collection
DTSCH BNK TRST CO AMARICAS AS	****7002	Individual	03/2012	03/25/2013			Paid account/was a collection

Prepared by: Nadiné Alvarez
When Recorded Mail To:
Ocwen Loan Servicing, LLC
1661 Worthington Road, Suite 100
West Palm Beach, FL 33409
Phone Number: 561-682-8835

ALLONGE

BORROWERS: TERRY LENNETTE GRANT

PRESENTOWNER AND HOLDER: NOVASTAR MORTGAGE, INC

NOTE EXECUTION DATE: SEPTEMBER 18, 2006

NOTE AMOUNT: \$680,000.00

This allonge shall be annexed to the original Note, referenced above for purposes of transferring same from the present Owner and Holder of the Note, NOVASTAR MORTGAGE, INC ("Transferor") as of the date set forth below. As a result of said transfer, NOVASTAR MORTGAGE, INC has no further interest in the Note.

Date: JUNE 25, 2012

Pay to the order of

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 without recourse,
representation or warranty express or implied this 25TH day of
JUNE, 2012

NOVASTAR MORTGAGE, INC
BY IT'S ATTORNEY-IN-FACT
SAXON MORTGAGE SERVICES, INC

By: 
Name: Yamali Martinez
Title: Vice President

ATTORNEY CODE: 00855

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.

Catherine Aills; Terry Lennette Grant; Lindberg Bing,
Defendants.

IN THE COURT OF COMMON PLEAS
CASE NO. 2010-CP-07-01690

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AND DISMISSING CASE**

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Since the date of the Judgment of Foreclosure the plaintiff has decided not to pursue the foreclosure. Thus, it is no longer equitable that the Judgment of Foreclosure should have prospective application. Accordingly, pursuant to Rule 60(b)(5) S.C.R.C.P., Plaintiff, ~~without~~ ^{12/19/15} waiving any of its rights under the Note and Mortgage forming the basis for its action, hereby requests that its Summons and Complaint be dismissed of record, and further requests that the Judgment of Foreclosure entered on May 28, 2014 be vacated.

THEREFORE, as it is no longer equitable that the judgment should have prospective application and pursuant to SCRCP 60(b)(5),

IT IS ORDERED:

1. The Judgment of Foreclosure and Sale pertaining to the cause of action for foreclosure of the Mortgage and any Supplemental Judgment Order(s) is/are hereby vacated;
2. The Lis Pendens is marked canceled of record;
3. That any provision in any Judgment or Order in this case that extinguished, removed, or released a lien or interest due to it being junior and/or subordinate to the Plaintiff's mortgage lien is hereby vacated such that any such lien or interest is undisturbed by these proceedings.

B&S file no.: 15-22471 FC01



4. ~~The Plaintiff may withdraw any original exhibits submitted in furtherance of this case, and~~

12/1/15

5. The case is dismissed without prejudice and closed.

WITH 12/19/15

Date: _____

The Honorable Marvin H. Dukes,
III
Master in Equity Beaufort County

I SO CONSENT:

Terry Lennette Grant
Post Office Box 21936
Hilton Head Island, SC 29925

I SO MOVE:

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

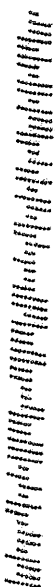
Columbia, South Carolina

11/30/2015

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

Beaufort County Court of Common
Pleas
Attn: Jerri Ann Roseneau
Post Office Drawer 1128
Beaufort, South Carolina 29901

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STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

RECEIVED
Oct 01 2021
SC Court of Appeals

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

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 Navistar Mortgage Funding
Trust , Series 2006-5, Navistar Home Equity
Loan Asset-Backed Certificates, Series 2006-5

Respondents

CERTIFICATE OF SERVICE

I certify that I am the counsel for the Defendant- Appellant and have caused to have served the foregoing Exhibits # 30 A through O to be annexed to Exhibit 1-29 of the previously filed Motion for Relief of Judgment, by having true copies transmitted by E-mail on September 27, 2021, addressed as follows:

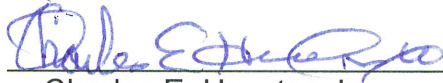
William Stork, Esq.
Brock & Scott PLLC
William.stork@brockandscott.com
Attorney for Plaintiff -Respondent

With a courtesy copy to
Hon. Marvin H. Dukes, Master in Equity
% **hmmcleod@bcgov.net**

Also, by having true copies deposited in the United States Mail, postage prepaid, on September 30, 2021, at Hilton Head Island, SC addressed as follows:

William Stork, Esq.
Brock & Scott PLLC
3800 Fernandina Road, Suite 110

Columbia, SC 29210
Attorney for Plaintiff -Respondent

A handwritten signature in blue ink, appearing to read "Charles E. Houston Jr.", is positioned above a horizontal line.

Charles E. Houston Jr.
SC Bar # 2663