

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION**

**SHIRLEY BANFILL,  
on behalf of herself and all  
similarly-situated individuals,**

**Plaintiffs,**

v.

**Case No.:**

**WELLS FARGO BANK, N.A., and  
JOHN G. ALDRIDGE, JR., P.C. CORPORATION,**

**Defendants.**

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**CLASS ACTION COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, SHIRLEY BANFILL, files the following Class Action Complaint against WELLS FARGO BANK, N.A. ("Defendant Wells Fargo") and JOHN G. ALDRIDGE, JR., P.C. CORPORATION ("Defendant Aldridge") (collectively "Defendants"), for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (hereinafter "FDCPA").

**PRELIMINARY STATEMENT**

1. Plaintiff brings this class action against the Defendants debt collectors arising from the routine practice of filing lawsuits against consumers in violation of the FDCPA. Plaintiff assumed the mortgage since she inherited property as she is not on note.

**JURISDICTION AND VENUE**

2. Subject matter jurisdiction of this Court as to Plaintiff's FDCPA claims arises under 15 U.S.C. § 1692k(d), 28 U.S.C. §§ 1331 and 1337.

3. In personam jurisdiction exists and venue is proper as the Defendants regularly conduct business in this district.

4. Plaintiff is a resident of this district and the alleged violations occurred here. See 28 U.S.C. § 1391.

### **THE PARTIES**

5. Plaintiff is an adult individual residing in Pasco County, Florida and within this Court's jurisdiction.

6. At all times material hereto, Plaintiff was a member of each putative class she seeks to represent.

7. Plaintiff and the putative class members are "consumers" as that term is contemplated in § 1692a of the FDCPA.

8. Defendant Aldridge is a law firm engaged in the business of collecting debts due or alleged to be due to others across the State of Florida, and across the United States.

9. Defendant Wells Fargo is also a debt collector. For example, in *Oppong v. First Union Mortg. Corp.*, 407 F. Supp. 2d 658, 667 (E.D. Pa. 2005), the District Court held as follows:

**Wells Fargo qualifies as a debt collector under the FDCPA.** Under the facts disclosed by the snapshot of Wells Fargo within a three-month period, it was submitted that Wells Fargo originated 410,205 mortgage loans and acquired 141,595 mortgage loans, 89 of which were delinquent when acquired. See Def's Supp. Mem. of L. (doc. no. 59) at 1. It is those 89 acquired delinquent mortgage loans that constitute debt collection activity and that must be assessed for their "regularity."  
8Link to the text of the note

Wells Fargo's manager of default servicing, Kristina Nagel, submitted an affidavit that the snapshot was typical of defendant's mortgage origination and acquisition activity for the year prior to and after the snapshot period. The snapshot shows that Wells Fargo regularly conducts debt collection activity within the meaning of the FDCPA because the company frequently and consistently acquires an estimated 356 delinquent mortgage loans each year. Under the FDCPA, it matters not that the percentage of those loans in the aggregate of all mortgage loan activity conducted by Wells Fargo is small. Wells Fargo is a debt collector under the FDCPA because it frequently and consistently collects or attempts to collect on defaulted loans as a part of its business activities.

(Emphasis added).

9. The Third Circuit Court of appeals confirmed that Wells Fargo is a debt collector in *Oppong v. First Union Mortg. Corp.*, 215 Fed. Appx. 114, 119 (3d Cir. Pa. 2007).

10. Thus, both Defendants are “debt collectors” as that term is contemplated in §1692a(6) of the FDCPA.

### **FACTUAL ALLEGATIONS**

11. A former family member of Plaintiff, deceased, now, left to Plaintiff real property located in Pasco County, Florida.

12. The original promissory note was executed on August 12, 1999, in the original amount of \$133,000. To help secure the property, Plaintiff, Shirley Banfill, was one of two persons who executed and delivered a Mortgage dated August 12, 1999.

13. The subject note was then lost, misplaced, or destroyed, due to no fault of Plaintiff.

14. The property owners allegedly fell into arrears and Defendant Wells filed a first foreclosure action. Plaintiff in this case prevailed and the first foreclosure action was dismissed. A second foreclosure action, attached as Exhibit A, was instituted on May 24, 2016, against a large number of defendants, including the named Plaintiff in this action, and at least four “unknown tenants.” Specifically, the defendants Defendant Well and Defendant Aldridge, on behalf of Defendant Wells, including the following:

**DEBORAH HORMERTE, P.O. BOX 652, PORT  
RICHEY, FLORIDA AS TRUSTEE AND NOT  
PERSONALLY UNDER THE PROVISIONS OF  
A TRUST AGREEMENT DATED THE  
EIGHTEENTH DAY OF APRIL, TWO  
THOUSAND ONE, KNOWN AS TRUST  
NUMBER 2250; UNKNOWN BENEFICIARIES  
OF THE TRUST NUMBER 2250; SHIRLEY  
MAE BANFILL; UNKNOWN TENANT 1;  
UNKNOWN TENANT 2; UNKNOWN TENANT  
3; UNKNOWN TENANT 4;**

15. As a threshold matter, the second state court foreclosure action assesses charges against borrowers for serving process against “unknown tenants #1, #2, #3, #4”. Such process is as a matter of law a nullity, making these charges improper and, therefore, a violation of the FDCPA, including 15 U.S.C. § 1692e(2)(A), 15 U.S.C. § 1692e(10), and 15 U.S.C. § 1692f(1). While those charges may or may not appear in the complaint but Defendant did add them to the loan balance (as discovery will show) as precluded by law.

16. The state court foreclosure action also falsely claims that Defendant Wells Fargo, is the “holder” of the Note at issue and, thus, entitled to sue Plaintiff by virtue of possession and endorsement. Defendant Wells Fargo is not in possession of the note.

17. Simply put, the certification was false because it claimed the note was attached, when it was not. That’s a false statement made for purposes of debt collection.

18. This false claim of holder status in the second amended complaint in the state court action Defendants filed on behalf of Defendant Wells Fargo is an FDCPA violation, including a violation of both 15 U.S.C. § 1692e(2)(A), 15 U.S.C. § 1692e(10), and 15 U.S.C. § 1692f(1).

19. Moreover, Defendants made false statements in the Certification attached to the Complaint, namely that the note was attached to the state court complaint when, in fact, it was not. Moreover, the “Certification” by Defendants is misleading and deceptive because the person certifying does not actually view the original note as the certification states. Defendants should, but fails to, have procedures in place to avoid making misleading and deceptive statements as part of the certification process. In fact, Defendants procedures are expressly designed to result in false certifications generally.

20. Defendants systemically files misleading certifications, in that it leads the least sophisticated consumer to understand that the person making the certification has actually obtained

and looked at the physical original note to determine who has possession of the note, but the procedures and policies of Defendants in creating such certification do not require the signer to examine the physical original note. The absence of such procedures is evinced by the absence of even a copy of the note attached to the certification in this case. Misleading foreclosure defendants about possession of the physical original note is material because it may deter foreclosure defendants from availing themselves of standing defenses they might raise but for being misled about possession

21. Finally, and most importantly, in violation of well-established cases like *GMAC Mortg., LLC v. Whiddon*, 164 So. 3d 97, 101, (Fla. 1<sup>st</sup> DCA 2015) and the newly decided Florida Supreme Court's decision in *Bartram v. U.S. Bank, N.A.*, 2016 Fla. LEXIS 2424, \*5-6 (Fla. Nov. 3, 2016), the second foreclosure includes a default date of August 1, 2011. This is a violation of binding Florida precedent and the FDCPA because the first foreclosure case was dismissed on October 26, 2012. Per *Bartram* and *Whiddon* and its progeny, the default date in the second foreclosure action must fall on a date after the date of dismissal order of the original foreclosure, meaning the second foreclosure should have utilized a default date post-October 26, 2012, rather than the August 1, 2011, date included in the second foreclosure complaint. Contrary to Defendant's Motion to Dismiss Plaintiff's First Amended Complaint, *Whiddon* is not a res judicata case. This is a violation of the FDCPA, including 15 U.S.C. § 1692e(2)(A), 15 U.S.C. § 1692e(10), and 15 U.S.C. § 1692f(1).

### **CLASS ALLEGATIONS**

22. Plaintiff brings this action on her own behalf and on behalf of a class of persons similarly-situated pursuant to Fed.R.Civ.P. 23(a), 23(b)(3). Specifically, Plaintiff seeks to have certified two distinct FDCPA claims against Defendants.

23. First, Plaintiff seeks under 15 U.S.C. § 1692e(2)(A), 15 U.S.C. § 1692e(10), 15 U.S.C. § 1692f(1), against both Defendants to have certified on behalf of a “Florida Unknown Tenant Class” consisting of:

**All persons in Florida, within the applicable FDCPA statute of limitations period, Defendant filed a lawsuit against seeking to collect on a debt assessing charges against borrowers for serving process against “unknown tenants.”**

24. Second, Plaintiff asserts an FDCPA claim against both Defendants for violation of 15 U.S.C. § 1692e(2)(A), 15 U.S.C. § 1692e(10), and 15 U.S.C. § 1692f(1), consisting of a “Florida Lack of Note Class” consisting of:

**All persons in Florida, within the applicable FDCPA statute of limitations period, Defendant Wells Fargo filed a lawsuit against seeking to collect on a debt without possessing the original note.**

25. Third, Plaintiff asserts a national FDCPA claim against Defendant SI for violation of 15 U.S.C. § 1692e(2)(A), 15 U.S.C. § 1692e(10), and 15 U.S.C. § 1692f(1), consisting of:

**All persons in the United States, within the applicable FDCPA statute of limitations period, Defendant Wells Fargo sought to collect debts against in which the “Certification” by Defendant Wells Fargo in which the person providing the certification signature does not actually view the original note as the certification states.**

26. Finally, Plaintiff asserts an FDCPA claim against Defendant 15 U.S.C. § 1692e(2)(A), 15 U.S.C. § 1692e(10), and 15 U.S.C. § 1692f(1), consisting of:

**All persons in Florida, within the applicable FDCPA statute of limitations period, whom Defendant instituted a second foreclosure action following the dismissal of a first disclosure action in which the default date in the second foreclosure action precedes the date of the dismissal order from the first foreclosure action.**

#### **RULE 23(a) PREREQUISITES**

27. Numerosity: The Classes are so numerous that joinder of all members is impracticable. At this time, Plaintiff does not know the exact size of the Classes. Based on

information and belief, the Classes are comprised of at least hundreds of members and are geographically dispersed throughout the State (and country) as to render joinder of all Class Members impracticable. The names and addresses of the Class members are identifiable through documents maintained by the Defendants, and the Class members may be notified of the pendency of this action by published and/or mailed notices.

28. Typicality: Plaintiff's claims are typical of the other Class Members' claims. As described above, Defendants use common practices and automated systems in committing the conduct that Plaintiff alleges damaged her and the Classes. Plaintiff seeks only statutory and damages for her classwide claims and, in addition, Plaintiff is entitled to relief under the same causes of action as the other members of the Class. Defendants uniformly breached the FDCPA by engaging in the conduct described above, and these violations had the same effect on each member of the Classes.

29. Adequacy: Plaintiff will fairly and adequately protect the interests of the Putative Classes, and has retained counsel experienced in complex class action litigation.

30. Commonality: Common questions of law and fact exist as to all members of each Class. Without limitation, the total focus of the litigation will be Defendants' uniform conduct and procedures, whether Defendant violated the FDCPA. Even the appropriate amount of damages is a common question for members of each of the Classes.

#### **RULE 23(b) PREREQUISITES**

31. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(1) because prosecution of actions by or against individual members of the Putative Classes would result in inconsistent or varying adjudications and create the risk of incompatible standards of conduct for Defendant.

32. Further, adjudication of each individual Class member's claim as separate action would potentially be dispositive of the interest of other individuals not a party to such action, impeding their ability to protect their interests.

33. This case is maintainable as a class action under Fed. R. Civ. P. 23(b)(2) because Defendants acted or refused to act on grounds that apply generally to the Putative Classes, so that final injunctive relief or corresponding declaratory relief is appropriate respecting the Classes as a whole.

34. Class certification is also appropriate under Fed. R. Civ. P. 23(b)(3) because questions of law and fact common to the Putative Classes predominate over any questions affecting only individual members of the Putative Classes, and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation. Defendants' conduct described in this Complaint stems from common and uniform policies and practices, resulting in common violations of the FDCPA.

35. Members of the Putative Classes do not have an interest in pursuing separate actions against Defendants, as the amount of each Class member's individual claims is small compared to the expense and burden of individual prosecution.

36. Class certification also will obviate the need for unduly duplicative litigation that might result in inconsistent judgments concerning Defendant's practices.

37. Moreover, management of this action as a class action will not present any likely difficulties. In the interests of justice and judicial efficiency, it would be desirable to concentrate the litigation of all Putative Class members' claims in a single forum.

38. Plaintiff intends to send notice to all members of the Putative Classes to the extent required by Rule 23. The names and addresses of the Putative Class members are available



from Defendant's records.

**CLASS CLAIM I – FAIR DEBT COLLECTION PRACTICES ACT**  
*Violation of 15 U.S.C. § 1692e(2)(A)*

37. Defendants' above actions violate 15 U.S.C. § 1692e(2)(A) as to the first proposed putative class because Defendant is attempting to assess charges against borrowers – including Plaintiff -- for serving process against “unknown tenants”. Such process is, as a matter of law, a nullity meaning these charges are improper and, therefore unfair and deceptive and a violation of the FDCPA.

38. Defendants violated 15 U.S.C. § 1692e(2)(A) as to the second and third proposed putative class members by falsely making statements in the Certification attached to the state court complaint, namely that the original note was attached to the state court complaint when, in fact, it was not. Moreover, the “Certification” by Defendant Wells is misleading and deceptive because the person certifying does not actually view the original note as the certification states.

39. Defendants violated 15 U.S.C. § 1692e(2)(A) as to last proposed putative class members by falsely making statements suggesting that could collect payments following a prior dismissal in violation of *Bartram* and *Whiddon*.

**CLASS CLAIM II – FAIR DEBT COLLECTION PRACTICES ACT**  
*Violation of 15 U.S.C. § 1692e(10)*

40. Defendants' above actions violate 15 U.S.C. § 1692e(10) as to the first proposed putative class because Defendant is attempting to assess charges against borrowers – including Plaintiff -- for serving process against “unknown tenants”. Such process is, as a matter of law, a nullity meaning these charges are improper and, therefore unfair and deceptive and a violation of the FDCPA.

41. Defendants collectively violated 15 U.S.C. § 1692e(10) as to the second proposed putative class members by falsely claiming that Defendant's client is the "holder" of the note at issue and, thus, entitled to sue Plaintiff by virtue of possession and endorsement. However, as to the putative class members at issue here, Defendant Wells Fargo, is not in possession of the note.

42. Defendants violated 15 U.S.C. § 1692e(10) as to the third proposed putative class members because by falsely making statements in the Certification attached to the state court complaint, namely that the note was attached to the state court complaint when, in fact, it was not, Defendants are utilizing false representations and deceptive means to collect or attempt to collect debts. Moreover, Defendants are utilizing false representations and deceptive means to collect or attempt to collect debts because the person providing the signature certifying the "Certification" page of the state court complaint does not actually view the original note as the certification states.

43. Defendants violated 15 U.S.C. § 1692e(10) as to last proposed putative class members by falsely making statements suggesting that could collect payments following a prior dismissal in violation of *Bartram* and *Whiddon*.

**CLASS CLAIM III – FAIR DEBT COLLECTION PRACTICES ACT**  
***Violation of 15 U.S.C. § 1692f(1)***

44. Defendants violated 15 U.S.C. § 1692f(1) as to the first proposed putative class because Defendant is attempting to assess charges against borrowers – including Plaintiff -- for serving process against "unknown tenants". Such process is, as a matter of law, a nullity meaning these charges are improper and, therefore unfair and deceptive and a violation of the FDCPA. Defendant is attempting to collect an amount on behalf of Fannie Mae not permitted by law.

45. Defendants' above actions collectively violate 15 U.S.C. § 1692f(1) as to the second proposed putative class members by falsely claiming that Defendant Wells Fargo, is the

“holder” of the note at issue and, thus, entitled to sue Plaintiff by citure of possession and endorsement. However, as to the putative class members at issue here, Defendant Wells Fargo, is not in possession of the note and, as such, Defendants are attempting to collect an amount not permitted by law.

46. Defendants violated 15 U.S.C. § 1692f(1) as to last proposed putative class members by falsely making statements suggesting that could collect payments following a prior dismissal in violation of *Bartram* and *Whiddon*.

### **FDCPA PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff requests that judgment be entered for herself and the putative classes against Defendants, and that this Honorable Court order the following:

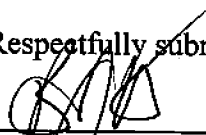
- A. Certification of this action to proceed as a class action;
- B. Award of statutory damages to the Plaintiff and the class as provided in 15 U.S.C. § 1692k(a)(2)(B);
- C. Entry of a Declaratory Judgment that the challenged practices herein violate the FDCPA;
- D. Costs and reasonable attorneys’ fees pursuant to 15 U.S.C. § 1692k(a);
- E. Such other and further relief as the court deems just and equitable.

### **JURY DEMAND**

Plaintiff and the putative class members demand trial by jury of all claims so triable.

Dated this 8<sup>th</sup> day of February, 2017.

Respectfully submitted,



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**LUIS A. CABASSA**  
Florida Bar Number: 0053643  
Direct No.: 813-379-2565  
**BRANDON J. HILL**  
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Email: mk@wflaw.com  
**Attorneys for Plaintiff**

# EXHIBIT A

Filing # 41908359 E-Filed 05/24/2016 02:47:01 PM

IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT  
IN AND FOR PASCO COUNTY, FLORIDA  
CIVIL ACTION

WELLS FARGO BANK, N.A.,

CASE NO.:

Plaintiff,

DIVISION:

vs.

DEBORAH HORMERTE, P.O. BOX 652, PORT  
RICHEY, FLORIDA AS TRUSTEE AND NOT  
PERSONALLY UNDER THE PROVISIONS OF  
A TRUST AGREEMENT DATED THE  
EIGHTEENTH DAY OF APRIL, TWO  
THOUSAND ONE, KNOWN AS TRUST  
NUMBER 2250; UNKNOWN BENEFICIARIES  
OF THE TRUST NUMBER 2250; SHIRLEY  
MAE BANFILL; UNKNOWN TENANT 1;  
UNKNOWN TENANT 2; UNKNOWN TENANT  
3; UNKNOWN TENANT 4;

Defendants,

VERIFIED COMPLAINT TO FORECLOSE MORTGAGE

Plaintiff, WELLS FARGO BANK, N.A., sues the Defendant(s), DEBORAH HORMERTE, P.O. BOX 652, PORT RICHEY, FLORIDA AS TRUSTEE AND NOT PERSONALLY UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE EIGHTEENTH DAY OF APRIL, TWO THOUSAND ONE, KNOWN AS TRUST NUMBER 2250; UNKNOWN BENEFICIARIES OF THE TRUST NUMBER 2250; SHIRLEY MAE BANFILL; UNKNOWN TENANT 1; UNKNOWN TENANT 2; UNKNOWN TENANT 3; UNKNOWN TENANT 4, and states:

COUNT I MORTGAGE FORECLOSURE

1. This is an action to foreclose a mortgage on real property located in Pasco County, Florida, and by reason thereof the venue for this matter is in Pasco County, Florida.
2. Borrower(s) ELCIE M. FRENCH, deceased, executed and delivered a Promissory Note ("Note") dated August 12, 1999 in the original principal amount of \$133,000.00. Securing payment of

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062-FL-V3  
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the Note ELCIE M. FRENCH, deceased, and SHIRLEY MAE BANFILL executed and delivered a Mortgage ("Mortgage") dated August 12, 1999. The Mortgage was recorded on August 17, 1999, in the Official Records Book 4208, Page 845, of the Public Records of Pasco County, Florida, and mortgaged the property described in the Mortgage. Copies of the Note and Mortgage are attached hereto.

3. The subject Note has been inadvertently lost, misplaced or destroyed. Wells Fargo Bank, N.A. has not pledged, assigned, transferred, hypothecated or otherwise disposed of the Note. A copy of the Lost Note Affidavit is attached hereto and incorporated by reference.

4. DEBORAH HORMERTE, P.O. BOX 652, PORT RICHEY, FLORIDA AS TRUSTEE AND NOT PERSONALLY UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE EIGHTEENTH DAY OF APRIL, TWO THOUSAND ONE, KNOWN AS TRUST NUMBER 2250 is the current owner(s) of the real property which is the subject of the Mortgage.

5. The Mortgage is a lien superior in dignity to any prior or subsequent right, title, claim, lien or interest arising out of mortgagee or the mortgagee's predecessors in interest.

6. A default exists under the Note and Mortgage as a result of the amounts due under the Note and Mortgage in that the payment due for September 1, 2011, and all subsequent payments have not been made.

7. Plaintiff has demanded payment of the obligation reflected by the aforesaid Note and Mortgage, but despite such demand, said default has not been cured.

8. All conditions precedent to the acceleration of the Note and Mortgage and the filing of the instant foreclosure complaint have been performed, have occurred, or have been waived.

9. Plaintiff declares the full amount payable under the Note and Mortgage to be due.

10. Plaintiff is due the sum of \$111,409.91, in principal under the Note and Mortgage, plus interest from August 1, 2011 together with all sums that may be due for taxes, insurance, escrow advances, and expenses and costs of suit including but not limited to filing fees, recording fees, title search and examination fees, fees due for service of process and such other costs authorized by the loan documents, by law, and as may be allowed by the Court.

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11. Plaintiff is obligated to pay plaintiff's attorneys a reasonable fee for their services.

Plaintiff is entitled to recover its attorneys' fees under the Note and Mortgage.

12. UNKNOWN BENEFICIARIES OF THE TRUST NUMBER 2250 may have or claim an interest in the Property that is subject to this foreclosure action by virtue of a potential estate interest or may otherwise claim an interest in the Property. Said interest, however, is either invalid or is subordinate and inferior to the lien of Plaintiff's Mortgage.

13. SHIRLEY MAE BANFILL may have or claim an interest in the Property that is subject to this foreclosure action by virtue of Mortgage recorded on August 17, 1999 in the Official Record Books 4208, at Page 845 of the Public Records of Pasco County, Florida, or may otherwise claim an interest in the Property. Said interest, however, is either invalid or is subordinate and inferior to the lien of Plaintiff's Mortgage.

14. UNKNOWN TENANT 1, UNKNOWN TENANT 2, UNKNOWN TENANT 3, UNKNOWN TENANT 4 may have or claim an interest in the Property that is subject to this foreclosure action. Said interest, however, is either invalid or is subordinate and inferior to the lien of Plaintiff's Mortgage.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment: (a) foreclosing the Mortgage; (b) enumerating all amounts this Court determines due to Plaintiff pursuant to said Note and Mortgage, (c) ordering the Clerk of the Court to sell the subject property to satisfy the amount due Plaintiff, in whole or part; and (d) adjudging that the right, title and interest of any party claiming by, through, under or against any Defendant named herein be deemed inferior and subordinate to the Plaintiff's Mortgage lien and forever be barred and foreclosed, and (e) retaining jurisdiction of this Court in this action to make any and all further orders and judgments as necessary and proper, including but not limited to re-foreclosure against any subordinate interest omitted from these proceedings, determining the amounts owed to any condominium or homeowners association, issuance of writ of possession and the entry of a deficiency, when and if such deficiency is sought, and only if the parties liable under the Note have not been discharged in bankruptcy (however no deficiency will be sought if the parties liable under

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the Note were subject to an order allowing Plaintiff or its predecessors-in-interest only in rem relief from the bankruptcy automatic stay (f) awarding Plaintiff its attorney fees, costs, interest, advances; and (g) for such other and further relief as this Court deems just and proper.

**COUNT II - RE-ESTABLISHMENT OF NOTE**

15. This is an action to re-establish a lost Note.

16. Plaintiff incorporates by reference the allegations previously pled as if fully set forth herein including without limitation those contained in the Lost Note Affidavit that is attached hereto.

**WHEREFORE**, Plaintiff respectfully requests that this Court enter judgment: (a) foreclosing the Mortgage; (b) re-establishing the Note, determining the amount and nature of adequate protection to be required by sections 673.3091(2) and 702.11, Florida Statutes (c) enumerating all amounts this Court determines due to Plaintiff pursuant to said Note and Mortgage, (d) ordering the Clerk of the Court to sell the subject property to satisfy the amount due Plaintiff, in whole or part; and (e) adjudging that the right, title and interest of any party claiming by, through, under or against any Defendant named herein be deemed inferior and subordinate to the Plaintiff's Mortgage lien and forever be barred and foreclosed, and (f) retaining jurisdiction of this Court in this action to make any and all further orders and judgments as necessary and proper, including but not limited to re-foreclosure against any subordinate interest omitted from these proceedings, determining the amounts owed to any condominium or homeowners association, issuance of writ of possession and the entry of a deficiency, when and if such deficiency is sought, and only if the parties liable under the Note have not been discharged in bankruptcy (however no deficiency will be sought if the parties liable under the Note were subject to an order allowing Plaintiff or its

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predecessors-in-interest only in rem relief from the bankruptcy automatic stay (g) awarding Plaintiff its attorney fees, costs, interest, advances; and (h) for such other and further relief as this Court deems just and proper.

**VERIFICATION**

Under penalty of perjury, I declare that I have read the foregoing Verified Complaint to Foreclose Mortgage and the facts alleged therein are true and correct to the best of my knowledge and belief.

Wells Fargo Bank, N.A.,

By: *Tara Castillo*

Printed Name: TARA R. RICHARDSON

As the: Vice President Loan Documentation

Date: 05/16/16

Aldridge Pite, LLP  
Attorney for Plaintiff(s)  
1615 South Congress Avenue  
Suite 200  
Delray Beach, FL 33445  
Phone: 561.392.6391 Fax: 561.392.6965

BY: Tara Castillo  
Fla. Bar# 744 FBN 712901 2016.05.24  
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**LOST NOTE AFFIDAVIT**

PERSONALLY appeared before me, Kyle Phillip Blazovich (the "Affiant"), who, upon being duly sworn, states on his/her oath, under penalty of perjury as follows:

1. Affiant is a Vice President Loan Documentation employed by **WELLS FARGO BANK, N.A.** ("Wells Fargo"), Servicer.
2. I am authorized to make this Affidavit on behalf of **WELLS FARGO BANK, N.A.** In the regular performance of my job functions, I am familiar with business records maintained by Wells Fargo for the purpose of servicing mortgage loans and I have personal knowledge of the operation of and the circumstances surrounding the preparation, maintenance, and retrieval of records in Wells Fargo's record keeping systems. These records (which include data compilations, electronically imaged documents, and others) are made at or near the time by, or from information provided by, persons with knowledge of the activity and transactions reflected in such records, and are kept in the course of business activity conducted regularly by Wells Fargo. It is the regular practice of Wells Fargo's mortgage servicing business to make these records. Unless otherwise stated, I have acquired personal knowledge of all facts set forth in this affidavit by examining these business records.
3. **ELCIE M. FRENCH** executed and delivered to **UNITED MORTGAGE INVESTORS, INC.** a certain Note dated **AUGUST 12, 1999** in the original principal amount of **\$133,000.00** with an original interest rate of **8.250%**. The Note was secured by a Mortgage executed by **ELCIE M. FRENCH AND SHIRLEY MAE BANFILL**, the record owner of the property located at **10129 LAKEVIEW DRIVE, NEW PORT RICHEY, FLORIDA 34654**, dated **AUGUST 12, 1999**, and recorded on **AUGUST 17, 1999** in **PASCO COUNTY, FLORIDA**, in **BOOK 4208 AND PAGE 845 AND INSTRUMENT 99104110**.
4. The subject Note has been inadvertently lost, misplaced or destroyed. Affiant states that based on a review of Wells Fargo's business records, **WELLS FARGO BANK, N.A.** has not pledged, assigned, transferred, hypothecated or otherwise disposed of the Note.
5. **WELLS FARGO BANK, N.A.** is entitled to enforce the Note.

a. The Note was sold, transferred, etc. with the Mortgage as evidenced by the following:

- i. UNITED MORTGAGE INVESTORS, INC. ASSIGNED THE MORTGAGE TO FLEET MORTGAGE CORP.
- ii. FLEET MORTGAGE CORP. ASSIGNED THE MORTGAGE TO FEDERAL NATIONAL MORTGAGE ASSOCIATION.
- iii. FEDERAL NATIONAL MORTGAGE ASSOCIATION ASSIGNED THE MORTGAGE TO WELLS FARGO BANK, N.A.

6. Attached, hereto and incorporated herein by reference are records showing that **WELLS FARGO BANK, N.A.** is entitled to enforce the lost Note, including a copy of the lost Note with all known endorsements and/or allonges as it appears in Wells Fargo's records and a copy of the Mortgage with assignments.

7. Wells Fargo has made a diligent and extensive search of its records in a good faith effort to discover the lost Note in accordance with its procedures for locating the lost Note, without success.

a. The following areas were searched for the lost Note:

- i. Reviewed origination file
- ii. Checked internal Wells Fargo vault
- iii. Checked with Custodian
- iv. Checked box storage records
- v. Check with current and/or prior attorney

8. Wells Fargo hereby agrees to indemnify and hold harmless **ELCIE M. FRENCH** against loss or damage, including principal, interest, and attorneys' fees and costs, which may result by reason of a third party presenting the Note and validly enforcing the same against

**ELCIE M. FRENCH**, following judgment in this matter and before the running of the statute of limitations for enforcement of the Note.

FURTHER AFFIANT SAYETH NAUGHT.

WELLS FARGO BANK, N.A.

Sign: [Signature]

Name: Kyle Phillip Blazovich

Company: WELLS FARGO BANK, N.A.

Title: Vice President Loan Documentation

Date: 8/1/14

State of Minnesota )  
County of Dakota )

Sworn and subscribed to before me this 1<sup>st</sup> day of August, 2014.

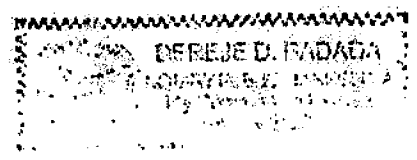
[Signature] (Signature)

(Stamp or Seal)

Name Dereje D. Badada

Notary Public

My Commission expires: 01-31-2017



**NOTE**  
**THE STATE DOCUMENTARY TAX DUE ON THIS NOTE HAS BEEN PAID ON THE MORTGAGE SECURING THIS INDEBTEDNESS.**

**AUGUST 12TH, 1999**  
(Date)

**NEW FORT RICHEY**  
(City)

**FLORIDA**  
(State)

**THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT WELLS FARGO BANK, N.A. *RF***

**10129 LAKEVIEW DRIVE, NEW FORT RICHEY, FLORIDA 34654**  
(Property Address)

**1. BORROWER'S PROMISE TO PAY**

I borrow for a loan that I have received. I promise to pay U.S. \$ 133,000.00 (this amount is called "principal"), plus interest, to the order of the lender. The Lender is **UNITED MORTGAGE INVESTORS, INC.** I understand that the Lender may transfer this Note. The 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 **8.250 %**. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments:**  
I will pay principal and interest by making payments every month. I will make my monthly payments on the **15TH** day of each month beginning on **OCTOBER 15TH, 1999**. 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. My monthly payments will be applied to interest before principal. If, on **SEPTEMBER 15TH, 2029**, 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 3147, MILWAUKEE, WI 53201** or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payments will be in the amount of **U.S. \$ 999.19**

**4. BORROWER'S RIGHT TO PREPAY**

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 make a full prepayment or partial prepayment without paying any prepayment charges. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. 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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which 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.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

**(A) Late Charge for Overdue Payments:**  
If the Note Holder has not received the full amount of any monthly payment by the end of **FIFTEEN** 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 which 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 delivered or mailed to me.

**(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.

**7. 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.

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.

**8. 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.

**9. 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.

**10. 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 day as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which 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 are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lender may, in its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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 HANDS AND SEAL(S) OF THE UNDERSIGNED.

*Stacy M. French* (Seal)  
 STACY M. FRENCH - Borrower

\_\_\_\_ (Seal)  
 - Borrower

\_\_\_\_ (Seal)  
 - Borrower

\_\_\_\_ (Seal)  
 - Borrower

\_\_\_\_ (Seal)  
 - Borrower

\_\_\_\_ (Seal)  
 - Borrower

\_\_\_\_ (Seal)  
 - Borrower

(Sign Original Only)

CERTIFIED TO BE TRUE AND CORRECT COPY OF THE ORIGINAL

DAVID R. CARTER  
*David R. Carter*  
 ATTORNEY AT LAW

NOTARIAL PUBLIC  
 COMMERCIAL RECORDS



WHEN RECORDED MAIL TO:  
DAVID R. CARTER, P.A.  
7419 U.S. HIGHWAY 19  
NEW PORT RICHEY, FL 34651



PREPARED BY: DIANA MORLEY  
UNITED MORTGAGE INVESTORS, INC.  
10615 N. KENDALL DRIVE  
MIAMI, FL 33176

Repts: 328/72 Doc: 28-58  
Net: 453.79 P: 264.88  
08/17/99 City Clerk

JED PITTMAN, PASCO COUNTY CLERK  
08/17/99 09:43am 1 of 6  
OR # 4208 PS 845

(Space Above This Line For Recording Data)

**MORTGAGE** LOAN ID #

THIS MORTGAGE ("Security Instrument") is given on AUGUST 12TH, 1999. The mortgagor is ELICIE M. FRENCH, A SINGLE WOMAN AND SHIRLEY MAE BANWILL, A SINGLE WOMAN

whose address is 10129 LAKEVIEW DRIVE, NEW PORT RICHEY, FLORIDA 34654 ("Borrower"). This Security Instrument is given to UNITED MORTGAGE INVESTORS, INC., which is organized and existing under the laws of THE STATE OF FLORIDA, and whose address is 10625 N. KENDALL DRIVE, MIAMI, FLORIDA 33176 ("Lender"). Borrower owes Lender the principal sum of ONE

HUNDRED THIRTY THREE THOUSAND AND NO/100 - - - - - Dollars (U.S. \$ 133,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1ST, 2029. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 Lender the following described property located in Pasco County, Florida:

TRACT 11 OF GOLDEN ACRES UNIT ELEVEN, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 84, 85, 86 AND 87 OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA.

which has the address of 10129 LAKEVIEW DRIVE, NEW PORT RICHEY (City)  
Florida 34654 ("Property Address"); (Zip Code)

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 COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, 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.

Initials: *DM SMDB*  
Amended 2/99  
Form 3610 9/96  
Doc Prep Plat, Inc.

LOAN ID # [REDACTED]

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly, leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting services used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) consents in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

OR 4205 PS 847

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LOAN ID # [REDACTED]

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property: Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any foreclosure action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstata, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

OR 4208 P5 848

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LOAN ID # [REDACTED]

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condempnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument 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 under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and

Initials: *[Signature]* *[Signature]*  
Form 3019 9/96  
Doc Prep Plus, Inc.

LOAN ID # [REDACTED]

Borrower is not a natural person) without Lender's prior written consent. Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified, by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

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

21. **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 paragraph 17 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 paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. **Attorneys' Fees.** As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated

Initials: *EMJ SMB*

Form 3010 5/90

Doc Prep Plus, Inc.

OR # 4208 PG 650  
6 of 6

into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.  
(Check applicable box(es))

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> VA Rider                | Other(s) (specify)                                      |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.  
Signed, sealed and delivered in the presence of:

*Judith E. Jones*      *Elcie M. French*      (Seal)  
Judith E. Jones      ELICIE M. FRENCH      -Borrower

*Michael C. DiIorio*      *Shirley Mae Banfill*      (Seal)  
Michael C. DiIorio      SHIRLEY MAE BANFILL      -Borrower

\_\_\_\_\_ (Seal) -Borrower

\_\_\_\_\_ (Seal) -Borrower

\_\_\_\_\_ (Seal) -Borrower

\_\_\_\_\_ (Seal) -Borrower

STATE OF FLORIDA, PASCO

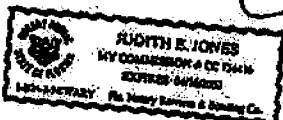
County of

The foregoing instrument was acknowledged before me this AUGUST 12TH, 1999 by ELICIE M. FRENCH and SHIRLEY MAE BANFILL

who is personally known to me or who has produced as identification.

*Judith E. Jones*

*Judith E. Jones*  
Notary Public



STATE OF FLORIDA, COUNTY OF PASCO  
THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE OR OF PUBLIC RECORD IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL THIS 16TH DAY OF NOV 2013  
PAULA S. O'NEIL, CLERK & COMPTROLLER  
BY *B. Mc...* DEPUTY CLERK



THIS INSTRUMENT PREPARED BY AND TO BE RETURNED TO:

R

DOUGLAS C. ZAHM, P.A.,  
18820 U.S. 19 NORTH, SUITE 212  
CLEARWATER, FL 33764

Rept: 1248692 Rec: 10.00  
DS: 0.00 IT: 0.00  
06/16/09 06/16/09 Duty Clerk

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER  
06/16/09 11:10am 1 of 1  
OR BK 8107 PG 272

### ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That FEDERAL NATIONAL MORTGAGE ASSOCIATION, party of the first part, in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable considerations, received from or on behalf of WELLS FARGO BANK, N.A., party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part that certain mortgage, dated August 12, 1999, made by ELCIE M. FRENCH and SHIRLEY MAE BANFILL, in favor of UNITED MORTGAGE INVESTORS, INC., and recorded in O. R. Book 4208, Page 845, Public Records of PASCO County, Florida, upon the following described piece or parcel of land, situate and being in said County and State, to wit:

**TRACT 11 OF GOLDEN ACRES UNIT ELEVEN, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 84, 85, 86 AND 87 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA,**

with the note or obligation described in said mortgage, and the monies due and to become due thereon. This assignment represents the written acknowledgment of a prior transfer.

**TO HAVE AND TO HOLD** the same unto the said party of the second part, its legal representatives, successors and assigns forever.

IN WITNESS WHEREOF, the said corporation has caused these presents to be executed in its, by its proper officers thereunto duly authorized, this 8th day of June A. D., 2009.

FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY: [Signature]  
Herman John Kennerty, VP of Loan Documentation

Signed in the presence of  
[Signature]  
Witness: Rosie Cortinez

[Signature]  
Witness: Chantille Garcia

STATE OF South Carolina  
COUNTY OF York

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Herman John Kennerty well known to me to be the VP of Loan Documentation of FEDERAL NATIONAL MORTGAGE ASSOCIATION, a corporation, and that (s)he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 8th day of June A. D., 2009.

[Signature]  
Notary Public Signature  
Lisa Rhyne  
Notary Name Typed or Printed



My Commission Expires:



Prepared by and return to:  
Shapiro & Fishman/STEVEN G. POWROZEK, ESQ.  
5429 Beaumont Center Boulevard  
Suite 800  
Tampa, Fl 33634



2001029795

Rept: 480421 Rec: 10.50  
DS: 0.00 IT: 0.00  
03/09/01 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK  
03/09/01 10:53am 1 of 2  
OR BK 4554 PG 138

This area above this line is for the use of recording official

**ASSIGNMENT OF MORTGAGE**

FLEET MORTGAGE CORP., ("Assignor"), C/O Shapiro & Fishman, 5429 Beaumont Center Boulevard, Suite 800, Tampa, Florida 33634, in consideration from FEDERAL NATIONAL MORTGAGE ASSOCIATION ("Assignee"), C/O Shapiro & Fishman, 5429 Beaumont Center Boulevard, Suite 800, Tampa, Florida 33634, has granted, bargained, sold, assigned, transferred and set over, and by these presents does grant, bargain, sell, transfer and set over unto Assignee the following described Mortgage(s) recorded in the Public Records of PASCO County, State of Florida, together with the note of obligation described in said Mortgage(s), and the money due and to become, due thereon, with interest as therein provided.

Date of Mortgage: August 12, 1999  
Mortgage Recording Date: August 17, 1999  
Clerk's File Number: 99-104110  
Book Number: 4208  
Page Number: 845

**Legal Description:**

TRACT 11 OF GOLDEN ACRES UNIT ELEVEN, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 84, 85, 86 AND 87 OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA.

Original Mortgagors: ELCIE M. FRENCH AND SHIRLEY MAE BANFILL

24



This Assignment of Mortgage is made without recourse against Assignor.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed this 9 day of March, 2017.

FLEET MORTGAGE CORP.

By: Sharon M. Litt  
Vice President\*  
Name: SHARON M. LITT  
Address:

By: Julie Riskus  
WITNESS  
JULIE RISKUS



Audra Likus  
WITNESS  
AUDRA LIKUS

(CORPORATE SEAL)

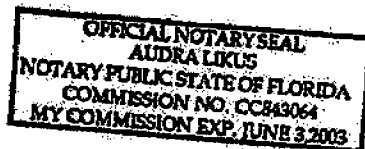
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH SS.

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements of the above referenced duly authorized signatories of FLEET MORTGAGE CORP., who are personally known to me and did take an oath and who are to me well known to be the persons described herein and who executed the foregoing Assignment of Mortgage and duly acknowledged before me and executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, said County and State, this 9 day of March, 2017.

Audra Likus  
\*NOTARY PUBLIC  
Name of Notary: AUDRA LIKUS  
Commission NO. CC843064  
My Commission Expires: JUNE 3, 2003

(SEAL)



When Recorded Return To:  
Nationwide Title Clearing  
2100 Alt. 19 North  
Palm Harbor, FL 34683



2007040800  
Rpt: 1003399 Rec: 10.00  
DS: 0.00 IT: 0.00  
03/19/07 \_\_\_\_\_ Gpty Clerk

JED PITMAN, PASCO COUNTY CLERK  
03/19/07 11:12am 1 of 1  
OR BK 7428 PG 411

ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, PA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR BY MERGER TO FLEET MORTGAGE CORP., WHOSE ADDRESS IS 2210 ENTERPRISE DRIVE, FLORENCE, SC 29501, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to WELLS FARGO BANK, NA, WHOSE ADDRESS IS 1 HOME CAMPUS, DES MOINES, IA 50320, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE). Said Mortgage was made by SKIRLEY MAE BANTILL AND ELIZABETH M. FRENCH and was recorded in Official Records of the Clerk of the Circuit Court of PASCO County, Florida, in Book 4208, Page 845 or Instr # 1999104110 upon the property situated in said State and County as more fully described in said mortgage.

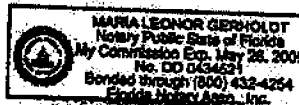
Dated: 03/09/2007  
WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, PA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR BY MERGER TO FLEET MORTGAGE CORP.

By: \_\_\_\_\_  
MARY JO MCGOWAN ASST. VICE PRESIDENT  
Whose address is: 2210 ENTERPRISE DRIVE, FLORENCE, SC 29501

(seal)  
Washington Mutual Bank  
Corporate Seal Has Not Been Adopted

STATE OF FLORIDA COUNTY OF PINELLAS  
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared MARY JO MCGOWAN well known to me to be the ASST. VICE PRESIDENT of WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, PA SUCCESSOR BY MERGER TO WASHINGTON MUTUAL HOME LOANS, INC. SUCCESSOR BY MERGER TO FLEET MORTGAGE CORP., a corporation, and that she/he acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. WITNESS my hand and official seal in the County and State last aforesaid THIS 09TH DAY OF MARCH IN THE YEAR 2007

MARIA LEONOR GERHOLDT Notary Public  
My commission expires: 05/26/2009



Document Prepared By: J. Lesinski/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3

WHEN RECORDED MAIL TO:  
DAVID R. CARTER, P.A.  
7619 U.S. HIGHWAY 19  
NEW PORT RICHEY, FL 34652



PREPARED BY: DIANA ROBLEY  
UNITED MORTGAGE INVESTORS, INC.  
10625 N. KENDALL DRIVE  
MIAMI, FL 33176

Sept: 328776 Rec: 5.00  
DG: 0.00 IT: 0.00  
08/17/99 Deputy Clerk

PREPARED BY: ESTER MESA

JED PITMAN, PASCO COUNTY CLERK  
08/17/99 09:43am 1 of 1  
OR # 4208 PG 851

[Space Above This Line For Recording Date]

### ASSIGNMENT OF SECURITY INSTRUMENT

KNOW ALL MEN BY THESE PRESENTS THAT UNITED MORTGAGE INVESTORS, INC. ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA WITH AN OFFICE LOCATED AT 10625 N. KENDALL DRIVE, MIAMI, FL 33176 party of the first part, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration in lawful money of the United States in it in hand paid by FLEET MORTGAGE CORP. FLORENCE MALL WITH AN OFFICE LOCATED AT 2945 WEST PALMETTO STREET, FLORENCE, SC 29501 party of the second part, at or before the enacting and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over and by these presents does hereby grant, bargain, sell, assign, transfer and set over unto the said party of the second part that certain Security Instrument executed by ELCIE M. FRENCH, A SINGLE WOMAN & SHERLEY KAE BANFILL, A SINGLE WOMAN

dated AUGUST 12, 1999 and filed for record in the Clerk's office of the Circuit Court of the COUNTY of PASCO in O.R. Book 4208 Page 849 on the following described property: TRACT 11 OF GOLDEN ACRES UNIT ELEVEN, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGE 84, 85, 86 AND 87 OF THE PUBLIC RECORDS OF PASCO COUNTY FLORIDA.

together with the Note or obligation described in said Security Instrument and the money due and to become due thereon, with interest accrued and owing thereon.

TO HAVE AND TO HOLD the same unto the said party of the second part, its successors and assigns forever, the said party of the first part has caused these presents to be signed in its name by its officer, and its corporate seal to be affixed, this 12TH day of AUGUST, 1999

WITNESSES:

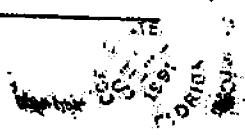
D. Martinez  
D. MARTINEZ

UNITED MORTGAGE INVESTORS, INC.  
Diann K. Lynch  
BY: DIANN K. LYNCH  
IT'S: ASSISTANT VICE PRESIDENT

E. Mesa  
E. MESA

AND BY:  
IT'S:

STATE OF FLORIDA  
COUNTY OF DADE



The foregoing instrument was acknowledged before me this 12TH day of AUGUST, 1999 by DIANN K. LYNCH, ASSISTANT VICE PRESIDENT of UNITED MORTGAGE INVESTORS, INC. to me or produced

corporation. He/she is personally known as identification and who did take an oath.



Ester Mesa  
ESTER MESA -Notary Public

JS 44 (Rev. 11/15)

### CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

**I. (a) PLAINTIFFS**

SHIRLEY BANFILL

(b) County of Residence of First Listed Plaintiff Pasco  
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Brandon J. Hill, Wenzel Fenton Cabassa, P.A., 1110 N. Florida Ave., Ste. 300, Tampa, FL 33602 813-224-0431

**DEFENDANTS**

WELLS FARGO BANK, N.A., and JOHN G. ALDRIDGE, JR., P.C. CORPORATION

County of Residence of First Listed Defendant  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- 1 U.S. Government Plaintiff
- 3 Federal Question (U.S. Government Not a Party)
- 2 U.S. Government Defendant
- 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

<input type="checkbox"/> 110 Insurance	<b>PERSONAL INJURY</b>	<b>PERSONAL INJURY</b>	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability		<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability		<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<b>PERSONAL PROPERTY</b>	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 720 Labor/Management Relations		<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury		<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<b>Habeas Corpus:</b>		<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 463 Alien Detainee			<input checked="" type="checkbox"/> 890 Other Statutory Actions
	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 510 Motions to Vacate Sentence		<b>PROFESSIONAL FEES</b>	<input type="checkbox"/> 891 Agricultural Acts
	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 530 General		<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters
	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 535 Death Penalty		<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 895 Freedom of Information Act
	<input type="checkbox"/> 240 Torts to Land	<b>Other:</b>			<input type="checkbox"/> 896 Arbitration
	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 540 Mandamus & Other	<b>IMMIGRATION</b>		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
	<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 950 Constitutionality of State Statutes
		<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 465 Other Immigration Actions		
		<input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

**V. ORIGIN** (Place an "X" in One Box Only)

- 1 Original Proceeding
- 2 Removed from State Court
- 3 Remanded from Appellate Court
- 4 Reinstated or Reopened
- 5 Transferred from Another District (specify)
- 6 Multidistrict Litigation

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):  
Fair Debt Collection Practices Act

Brief description of cause:  
Violation of FDCPA

**VII. REQUESTED IN COMPLAINT:**

CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:  
JURY DEMAND:  Yes  No

**VIII. RELATED CASE(S) IF ANY**

(See instructions):

JUDGE

DOCKET NUMBER

DATE 2/8/17

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Wells Fargo Pegged with Class Action Over Debt Collection Practices](#)

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