

UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA  
FORT LAUDERDALE DIVISION

Case No. \_\_\_\_\_ - CIV- \_\_\_\_\_

MARK DONALD HUNT,	)
<i>on behalf of himself, and all</i>	)
<i>others similarly situated,</i>	)
	)
Plaintiff,	)
	)
v.	)
	)
CALIBER HOME LOANS, INC.,	)
	)
Defendant.	)
	)
	)
	)
	/

**CLASS ACTION**

**JURY DEMAND**

**PLANTIFF MARK DONALD HUNT’S CLASS COMPLAINT FOR DAMAGES**

Plaintiff, MARK DONALD HUNT (*hereinafter* “Plaintiff”), on behalf of himself, and all other similarly situated individuals, by and through his undersigned attorney, files this action against the Defendant, CALIBER HOME LOANS, INC. (*hereinafter* “Defendant”, “Caliber”), alleging violations of the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601 *et seq.*, and the Florida Consumer Collection Practices Act, Florida Statutes, Chapter 559.55 *et seq.*

**I. PRELIMINARY STATEMENT**

1. This is an action for damages brought by Plaintiff, Mark Donald Hunt, on behalf of himself, by and through his undersigned counsel, pursuant to the Real Estate Settlement Procedures Act (*hereinafter* “RESPA”), 12 U.S.C. § 2601 *et seq.*, and the Florida Consumer Collection Practices Act, Florida Statutes, Chapter 559.55 *et seq.* (*hereinafter* “FCCPA”).

2. The purpose behind the enactment of RESPA, and its implementing regulation, Regulation X, 12 C.F.R. § 1024 (*hereinafter* “Regulation X”), was to insure that consumers are provided with

timely disclosure of information pertaining to costs and protected from abusive practices during the real estate settlement process.

3. RESPA is regulated and overseen by the Consumer Financial Protection Bureau (*hereinafter* “CFPB”), which administers and amends the mortgage servicing rules of Regulation X.

3. The Fair Debt Collections Practices Act, or the “FDCPA,” was enacted to eliminate abusive, unfair, and deceptive debt collection practices by collectors, and to encourage State action, such as the FCCPA, which provides additional requirements and regulations designed to protect consumers from the abuses of debt collectors.

4. The FCCPA incorporates the FDCPA therein through Fla. Stat. § 559.552 and states “In the event of any inconsistency between any provision of” the FCCPA and “any provision of the” FDCPA, “the provision which is more protective of the consumer or debtor shall prevail.”

5. As a result of Defendant’s pattern and practice of noncompliance with RESPA, and its implementing regulation, Regulation X, in violation of Plaintiff’s statutorily protected rights, Plaintiff has suffered severe harm, thereby rendering Defendant liable for statutory damages, actual damages, costs and attorney’s fees pursuant to 12 U.S.C. § 2614.

6. As a result of Defendant’s intentional noncompliance with the FCCPA, with actual knowledge and notice, in violation of Plaintiff’s statutorily protected rights, Plaintiff has suffered severe harm, thereby rendering Defendant liable for statutory damages, actual damages, costs and attorney’s fees pursuant to Fla. Stat. § 559.77.

## II. PARTIES, JURISDICTION AND VENUE

7. Plaintiff re-alleges and reincorporates Paragraphs 1 through 6 as fully set forth herein below.

8. The Plaintiff, Mark Donald Hunt, is a natural person over eighteen (18) years of age, is otherwise *sui juris*, and is, was and at all times material to this action, a resident of Broward County, Florida.

9. The Plaintiff is, was, and at all times material to this action, a “borrower” within the meaning of 12 U.S.C. § 2601 *et seq.*, RESPA.

10. The Plaintiff is, was, and at all times material to this action, a “debtor” and “consumer” as defined by Fla. Stat. § 559.55(8).

11. The Plaintiff is, was, and at all times material to this action, the owner of the subject property for which Plaintiff obtained the subject loan and mortgage, JPMorgan Chase Bank, National Association (*hereinafter* “JPMorgan”) account number 156061800\*\*\*\* and Defendant’s account number 980398\*\*\*\*, and is Plaintiff’s primary residence and household, located at \*\*\*\* NW 2nd Court, Coconut Creek, FL 33066-1710.

12. The amount payable pursuant to Plaintiff’s loan and mortgage including, all interest, fees, insurance, escrow payments, costs, etc. constitutes “debt” or “consumer debt” defined by Fla. Stat. § 559.55(6) to include “any obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are subject of the transaction are primarily for person, family, or household purposes, whether or not such obligation has been reduced to judgment.”

13. Defendant, CALIBER HOME LOANS, INC. (“Defendant”, “Caliber”), is, was, and at all times material to this action a foreign for-profit corporation with its principal place of business at

3701 Regent Blvd., Suite 200, Irving, TX 75063. Defendant regularly conducts business in Broward County, Florida and can be served with process through its registered agent, CT CORPORATION SYSTEM, located at 1200 S. Pine Island Road, Plantation, FL 33324.

14. Defendant, CALIBER HOME LOANS, INC. (“Defendant”, “Caliber”), is, was, and at all times material to this action a registered Consumer Collection Agency with the Florida Office of Financial Regulation.

15. Defendant is, was, and at all times material to this action, a “person” as defined by 12 U.S.C. § 2601 of RESPA to include “individuals, corporations, associations, partnerships, and trusts”.

16. Defendant is, was, and at all times material to this action, primarily engaged in the business of “servicing” as defined by 12 U.S.C. § 2605i(3) to include “receiving any scheduled periodic payments from a borrower pursuant to the terms of any loan, including amounts for escrow accounts described in section 2609 of this title, and making the payments of principal and interest and such other payments with respect to the amounts received from the borrower as may be required pursuant to the terms of the loan.”

17. Defendant is, was, and at all times material to this action, a “servicer” as defined by 12 U.S.C. § 2605i(2) of RESPA and 12 C.F.R. § as “the person responsible for servicing of a loan (including the person who makes or holds a loan if such person also services the loan).”

18. The loan and mortgage at issue and for which Defendant is a “servicer” constitutes a “federally related mortgage” as defined by 12 U.S.C. § 2605i(2).

19. Defendant is, was, and at all times material to this action, a “person” as defined by Fla. Stat. § 559.72.

20. The statements sent by Defendant to Plaintiff constitute “communications” as defined by 15 U.S.C. § 1692a(2).

21. The statements sent by Defendant to Plaintiff constitute “communication” defined by Fla. Stat. § 559.55(2) to include “the conveying of information regarding a debt directly or indirectly to any person through any medium.”

22. Defendant is, was, and at all times material to this action, a “debt collector” as defined by the FCCPA, Fla. Stat. § 559.55(7) to include “any person who uses any instrumentality of commerce within this state, whether initiated from within or outside this state, in any business the principal purpose of which is the collection of debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or asserted to be owed or due another.”

23. The United States District Court for the Southern District of Florida has federal question jurisdiction over Plaintiff’s claims pursuant to 12 U.S.C. § 2614, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331 and 28 U.S.C. § 1337, as well as supplemental jurisdiction over Plaintiff’s state law claims against Defendant, pursuant to 28 U.S.C. § 1367.

24. Additionally, venue properly lies in this Court pursuant to 28 U.S.C. § 1391(b) as the harmful practices are alleged to have been committed in this District and Division, in which Defendant regularly conducts business and where Plaintiff resides.

### **III. PLAINTIFF’S STATEMENT OF FACTS**

25. Plaintiff re-alleges and reincorporates Paragraphs 1 through 24 as fully set forth herein below.

26. In May of 2013, JPMorgan, a predecessor in interest of the subject loan and mortgage, filed a Verified Complaint to Foreclose Mortgage (*hereinafter* “VCFM”) as shown in **Exhibit A** attached hereto, Broward County Case Number CACE13012903, against Plaintiff pursuant to a

promissory note referred to as a "Uniform Secured Note" (*hereinafter* "Note") as shown in **Exhibit B** attached hereto and a purchase money mortgage referred to as a "Security Instrument" (*hereinafter* "Mortgage") as shown in **Exhibit C** attached hereto, which were both executed and delivered by Plaintiff in November 2002 and properly recorded in the Official Records Book 34185, Page 977 of the Public Records of Broward County, Florida.

27. The VCFM declared "the full amount payable under the Note and Mortgage to be due and payable", thereby accelerating the Mortgage and maturing all past overdue and future monthly payments into one lump sum plus interest immediately due.

28. In or around January 2014, Plaintiff retained attorney of Daniel J. Rose, P.A. to represent him in the aforementioned case initiated by the filing of the VCFM.

29. On May 28, 2014, the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, entered a Final Judgment of Foreclose against Plaintiff's property at 4380 Northwest 2nd Court, Coconut Creek, FL 33066, which included the principal due on the Note and Mortgage (\$107,952.16), the interest to date (\$4,176.94), title search expenses (\$325.00), taxes (\$2,825.74), attorney's fees (\$3,250.00), court costs now taxed (\$2,125.20), and other costs consisting of pre-acceleration late charges (\$136.72), property inspections (\$182.00), appraisals (\$156.00), hazard insurance (\$3,400.00), for a total of \$124,529.76 of which \$692.82 was credited back to escrow for a **Judgment Grand Total of \$123,836.94** as evidenced by **Exhibit D** attached hereto.

30. In or around February 2015, JPMorgan hired Defendant to service the subject loan and mortgage and JPMorgan sent Plaintiff a notice of transfer of servicing (*hereinafter* "NoT") attached hereto as **Exhibit E**, stating that JPMorgan would remain the owner of the note and

mortgage and beginning March 26, 2015, Defendant would become the servicer of the note and mortgage and to whom Plaintiff should render payments beginning March 26, 2015.

31. Sometime between February 2015 and March 26, 2015, Defendant sent its own contradictory Notice of Sale of Ownership of Mortgage Loan (*hereinafter* "Defendant's NoS"), stating that Defendant was actually the owner of the note and mortgage and specifically stated that Defendant was "**NOT YOUR SERVICER**" and directed Plaintiff to send all payments to JPMorgan, as shown in **Exhibit F** attached hereto.

32. In or around March of 2015, JPMorgan assigned the mortgage to Defendant as shown in **Exhibit G** attached hereto.

33. On March 16, 2015, JPMorgan canceled the foreclosure sale of Plaintiff's home and the sale was rescheduled for June 23, 2015.

34. On April 7, 2015, Plaintiff called Defendant to inform them that he is currently represented by an attorney and to direct all communications to Plaintiff's attorney.

**35. On June 22, 2015, Plaintiff paid the Judgement Grand Total of \$123,836.94, plus interest of \$6,218.99, for a total of \$130,055.93, "in full satisfaction of said Judgment", by depositing \$130,055.93 in the registry of the court, fully satisfying, and releasing Plaintiff from personally liability under, the loan and mortgage, as evidenced by the Satisfaction of Judgment by the Clerk of the Circuit Court (*hereinafter* "SoJ", "Satisfaction of Judgment") attached hereto as Exhibit H.**

36. That same day, June 22, 2015, Defendant filed an affidavit with the Court requesting additional fees and costs, as evidenced by **Exhibit I** attached hereto.

37. On June 30, 2015, Defendant furnished inaccurate information to various consumer reporting agencies (*hereinafter* "CRAs"), including the falsehood that Plaintiff was 120 days late

or more on a monthly installment of a mortgage and loan being serviced and/or owned by Defendant as shown in Plaintiff's consumer credit reports from Experian Information Solutions, Inc. (*hereinafter* "Experian"), Equifax Information Services, LLC (*hereinafter* "Equifax"), and Trans Union, LLC (*hereinafter* "Trans Union") attached hereto as **Exhibit J**.

38. On June 30, 2015, a "PP Drive Inspection" and \$15.00 was paid for through the escrow account associated with the loan and mortgage, as shown in Statement #1 and **Exhibit L** attached hereto.

39. On July 9, "FCL Litigation Fees" (*hereinafter* "FCL Fees") were charged and \$87.50 was paid for through the escrow account associated with the loan and mortgage, also shown in Statement #1 and **Exhibit L** attached hereto.

40. On July 18, 2015, Defendant issued a statement to Plaintiff's attorney (*hereinafter* "Statement #1"), which was labeled an "informational statement" but included Plaintiff's loan and mortgage account number as serviced by Defendant, "Account Number 980398\*\*\*\*", as well as "Payment Date 08/01/15", in larger font "\$1,083.28", Plaintiff's address, "Regular Monthly Payment \$1, 083.28," "Total Amount \$1,083.28," and under "Account Information" listed "Outstanding Principal \$107,952.16," "Interest Rate (Until 08/01/15) 2.46700%," "Maturity Date 12/01/2032," and "Current Escrow Balance \$11,943.07". Additionally, Statement #1 listed under "Explanation of Amount" the breakdown of the "Regular Monthly Payment" of "\$1,083.28" to include "Principal \$366.41," "Interest 197.73," and "Escrow (Taxes, Insurance, or PMI) \$11,943.07." Furthermore, Statement #1 included a "Past Payments Breakdown" which stated that Plaintiff had paid "\$0" towards the "Principal," "Interest," "Escrow (Taxes, Insurance, or PMI) \$519.14", "Fees," "Late Charges," and in the "Paid Last Month" and "Paid Year To-Date"



categories. Statement #1 also listed the “Unapplied Balance” of “\$0”. Statement #1 is attached hereto as **Exhibit L**.

41. On July 24, 2015, Defendant requested disbursement of the funds Plaintiff paid into the registry of the court, as evidence by **Exhibit I** attached hereto.

42. On July 31, 2015, Defendant furnished inaccurate information about Plaintiff’s creditworthiness to various CRAs, falsely asserting that Plaintiff had missed a monthly installment payment on a loan and mortgage, which Defendant was servicing and/or owned, as shown in **Exhibit J** attached hereto.

43. On August 3, 2015, Plaintiff’s attorney at the time, sent a letter to Defendant’s counsel, which included the Satisfaction of Judgment, and stated “It has been brought to our attention that your client has not filed a Satisfaction of Mortgage and continues to attempt to collect the debt in violation of the Fair Debt Collection Practices Act. Our client is unable to obtain insurance due to your client insisting they have a loan on the property and are owed money. Kindly have your client satisfy the loan and release the debt so our client may move on this matter” as shown in **Exhibit N** attached hereto.

44. On August 5, 2015, Plaintiff’s attorney receives Statement #1, issued on July 18, 2015, which included the due date of August 1, 2015, as shown in **Exhibit L** attached hereto.

45. Also on August 5, 2015, Defendant unreasonably paid over \$3,429.00 to obtain force-placed insurance on Plaintiff’s home, out of the escrow account associated with the loan and mortgage serviced by Defendant, bringing the balance from \$15,372.07 to \$11,943.07 as shown in the History of Account, not provided by Defendant to Plaintiff on November 18, 2015 and attached hereto as **Exhibit O**.

46. In August of 2015, Plaintiff contacted insurance company and the insurance company canceled both checks, thereby returning the funds back into escrow and within the control of Defendant, also evidenced by **Exhibit O** attached hereto, upon which Defendant received reimbursement for the funds shortly thereafter.

47. On August 18, 2015, Defendant issues another statement directly to Plaintiff (*hereinafter* "Statement #2"), which was also labeled an "informational statement" but included "**Account Number 980398\*\*\*\***," as well as "**Payment Date 09/01/15**", in larger font "**Payment Amount \$1,083.28**", Plaintiff's address, "**Regular Monthly Payment \$1, 083.28**," "**Total Amount \$1,083.28**," and under "**Account Information**" listed "**Outstanding Principal \$107,952.16**," "**Interest Rate (Until 08/01/15) 2.46700%**," "**Maturity Date 12/01/2032**," and "**Current Escrow Balance \$15,372.07**." Additionally, Statement #1 listed under "**Explanation of Amount**" the breakdown of the "**Regular Monthly Payment**" of "**\$1,083.28**" to include "**Principal \$365.96**," "**Interest 198.18**," and "**Escrow (Taxes, Insurance, or PMI) \$519.14**" Furthermore, Statement #2 included a "Past Payments Breakdown" which stated that Plaintiff had paid "\$0" towards the "Principal," "Interest," "Escrow (Taxes, Insurance, or PMI), "Fees," "Late Charges," in the "Paid Last Month" and "Paid Year To-Date" categories. Statement #2 also listed the "Unapplied Balance" of "\$0". Lastly, a payment of "**\$3,429.00**" was listed at the bottom of Statement #2 in relation to an "Escrow Disbursement" made on "08-05-2015." Statement #2 is attached hereto as **Exhibit P**.

48. On August 24, 2015, Defendant made its third request for disbursement of the funds from the Court, as shown in **Exhibit I** attached hereto.

49. On August 26, 2015, Defendant received a check from the registry of the court for the amount of **\$130,055.93**, as evidenced by **Exhibit R** attached hereto.

50. On December 11, 2015, Defendant responded to Plaintiff's emailed Request for Information by sending Plaintiff a short and dismissive letter (*hereinafter* "Response #1") with documents attached but without addressing any of Plaintiff's claims or providing any explanation as to how the documents justify Defendant's conduct, actions, and inactions, as shown in **Exhibit S** attached hereto. The letter simply bulleted that the loan originated in 2002 "with a principal balance of \$162,000.00," "the previous servicer was JP Morgan Chase Bank, N.A.," "Caliber began servicing the loan on March 16, 2015," "A redemption was processed on the loan on August 26, 2015," and "The last payment was received on August 26, 2015."

51. On or around February 2016, Plaintiff calls Defendant again and is now told that a Qualified Written Request, Notice of Errors, and Pre-Suit Notice must be in writing and mailed to an address designated by Defendant.

52. On February 11, 2016, Plaintiff drafted a six (6) page letter constituting and meeting the definitions of a Qualified Written Request, Notice of Errors, and Pre-Suit Notice, (*hereinafter* "QWRN") and mailed the document to the address expressly designated by Defendant and in accordance with the instructions provided to Plaintiff during Plaintiff's prior phone call with Defendant. The QWRN included sufficient information necessary to identify Plaintiff and the subject loan and mortgage, including, the header "Attention Customer Support & Escalation:," "Subject: 9803988485," the ID numbers and names of all of Defendant's past representatives whom had failed to resolve Defendant's concerns and/or were unable to assist Defendant prior to writing the QWRN, and Plaintiff's address as shown in **Exhibit T** attached hereto.

53. On or around April 7, 2016, Defendant sent a written response (*hereinafter* "Response #2") to Plaintiff's Qualified Written Request for Information, Notice of Errors, and Pre-Suit Notice, Defendant admitted having **actual knowledge and notice of Plaintiff's payment of \$130,055.93**

into the registry of the court and the Satisfaction of Judgment as of June 30, 2015, by stating **“It should be noted, that our firm did receive notification about the satisfaction of judgment on June 30, 2015; however, the court did not release the funds to the firm until August 24, 2015. Since Caliber had not received the funds. We must continue to service the loan as we normally would”** (emphasis added) as shown by Exhibit U attached hereto.

54. In Response #2, Defendant also reiterated the same bullets from Response #1, **confirm receipt the cease and desist letter from Plaintiff’s attorney but failing to comply with it, confirm having failed to record a Satisfaction of Mortgage as of April 7, 2016, approximately eleven (11) months after the Satisfaction of Mortgage, threaten to continue reporting Plaintiff to the credit reporting agencies by stating “we cannot adjust the credit report” and “we respectfully decline your request to consider reporting to the credit bureaus differently.”**

55. As a result of Defendants willful and intention pattern and practice of noncompliance with RESPA and the FCCPA, Plaintiff has suffered severe financial and emotional harm, which is evidenced by the exhibits attached hereto and will be further evidenced through discovery.

56. Based on belief and information as well as the Plaintiff’s personal experience and the evidence demonstrating Defendant’s systemic, willful, and intentional pattern and practice of failing to comply with Plaintiff’s statutorily protected rights under federal and state statute, Plaintiff believes a class of similarly situated individuals exists, who have suffered similar harm to Plaintiff due to the conduct, actions, and inactions of Defendant.

57. Therefore, Plaintiff is alleging this action, not only on behalf of himself, but also on behalf of those who also had a loan and/or mortgage serviced by Defendant, who continued to receives statements containing similar information as Exhibit L and Exhibit P attached hereto, after such

persons were no longer personally liable under the loan and mortgage and Defendant no longer had to legal right, authority, or ability to continuing servicing.

#### **IV. CLASS ALLEGATIONS**

58. Plaintiff re-alleges and reincorporates Paragraphs 1 through 57 as fully set forth herein below.

59. Plaintiff asserts the claims in Count One and Count Two, individually, and on behalf of a putative class of ordinary persons defined as follows:

**Proposed Class (*hereinafter* “Class”):** All persons residing within the United States, including all United States territories and political divisions of the United States, constituting consumers under the FCCPA Fla. Stat. § 559.55 *et seq.*, who had a loan and/or mortgage serviced by Defendant, which was Defendant continued to service after such persons were no longer personally liable under the amount due and payable pursuant to the loan and mortgage and when Defendant no longer had the legal right, authority, or ability to continue to servicing the loan and mortgage but continued to do so anyway, evidenced by a statement that would lead the least sophisticated consumer to believe Defendant was attempting to collect debt, within the statutory limitations of the FCCPA due to Defendants systemic, willful, and intentional pattern and practice of continuing to service mortgages after Defendant no longer has the legal right, authority, and ability to do so, with actual knowledge and notice of such facts.

**Excluded from the Class definition: i. any and all employees, officers, directors, agents, servants, associates, investigators, attorneys, representatives, and shareholders of Defendant; ii. any and all attorneys appearing in this case; and iii. any and all judges assigned to hear this action**

**60. Numerosity. Fed. R. Civ. P. 23(a)(1).** Plaintiff brings this Class Complaint (*hereinafter* “Complaint”) on behalf of all persons similarly situated constituting members of the Class. Based on available information, Defendant has continued to service mortgages after Defendant no longer has the legal right, authority, and ability to do so, with actual knowledge and notice of such facts, the loans and mortgages of countless consumers meeting the definition of the Class, and furnished statements similar to those sent to Plaintiff without the legal right, authority, and ability to do so. The number of Class members is impossible to estimate but is believed to be so numerous that joinder of all Class members is impracticable. Members of the class can be objectively ascertained through the records kept by Defendant.

**61. Commonality. Fed. R. Civ. P. 23(a)(2).** Plaintiff’s Complaint, brought on behalf of the Class, contains questions of law and/or fact common to the Class. These questions of law and/or fact common to Class members predominate over any questions affecting the individual members of the Class and include the following:

*i. Whether Defendant violated the FCCPA by willfully continuing to service loans and mortgages of Plaintiff and of Class members after Defendant no longer had the legal right, authority, and ability to do so, with actual knowledge and notice of such facts, and evidenced by Defendant’s attempts to collect a debt in the form of a monthly statement purporting to be informational but containing such features and information that would lead the least*

*sophisticated consumer to believe that Defendant was still trying to collect a debt in violation of the FCCPA Fla. Stat. § 559.55 et. seq.;*

**62. Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's Complaint, brought on behalf of the Class, contains claims and/or defenses that are typical of the claims and/or defenses of the Class, such that, Plaintiff and Class members have suffered damages as a result of Defendant's willful and/or negligent conduct, actions, and inactions.

**63. Adequacy. Fed. R. Civ. P. 23(a)(4).** Plaintiff will fairly and adequately represent the interests of the Class as Plaintiff's interests align and are not in conflict with members of the Class. Additionally, Plaintiff has retained competent counsel and is determined to litigate this action zealously on behalf of the Class. Thus, Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests of the Class.

**64. Superiority. Fed. R. Civ. P. 23(b)(3).** These questions of law and/or fact common to Class members predominate over any questions affecting the individual members of the Class, such that proceeding as a class action is superior to alternate methods available and is necessary to fairly and efficiently adjudicate the controversy. Additionally, litigation by individual Class members would prove burdensome and costly due to the complex nature of the proceedings such that the claims of individual Class members unable to afford the high costs would go without redress and any individual Class members financially able to proceed would render the Courts needlessly overburdened. Furthermore, individually litigating the claims of the Class would result in inconsistent and conflicting rulings requiring additional expenses and proceedings, thereby compounding an already unnecessarily overburdened court and an already outpriced Class. In the interest of all parties, proceeding as a class action provides the most efficient method of resolving the numerous claims of the Class members against Defendant.

**V. COUNT ONE: PATTERN & PRACTICE OF NONCOMPLIANCE WITH RESPA**  
**[DEFENDANT CALIBER: Pursuant to 12 U.S.C. § 2605f]**  
**Individual Claim**

65. Plaintiff re-alleges and reincorporates Paragraphs 1 through 64 as fully set forth herein below.

66. Defendant is liable under 12 U.S.C. § 2605f by violating 12 U.S.C. § 2605b and 12 U.S.C. § 2605c by:

- i. Failing to provide notice, as the transferee servicer to whom Plaintiff's federally related mortgage loan was assigned, sold, or transferred, that Defendant was the transferee of Plaintiff's mortgage and not the owner;
- ii. Failing to provide the name, address, and toll-free or collect call telephone number of the transferee servicer;
- iii. Failing to provide the date on which the transferor servicer who is servicing the mortgage loan before assignment, sale, or transfer will cease to accept payments relating to the loan and the date on which the transferee servicer will begin to accept such payments; and
- iv. Failing to include a statement that the assignment, sale, or transfer of servicing of mortgage loan does not affect any term or condition other than servicing the loan.

67. Defendant is liable under 12 U.S.C. § 2605f by violating 12 U.S.C. § 2605e by:

- i. Failing to make appropriate corrections after receiving a pre-suit notice, qualified written request, and notice of errors;
- ii. Failing to make appropriate corrections to Plaintiff's credit reports after actual knowledge of such errors; and



iii. Failing to disburse funds received by Defendant after the force-placed insurance checks paid out of escrow were cancelled by the insurance company.

68. Defendant is liable under 12 U.S.C. § 2605f by violating 12 U.S.C. § 2605g by:

i. Failing to return the balance remaining in escrow after Plaintiff paid off the loan, as evidenced by the Satisfaction of Judgment, within twenty (20) business days;

69. Defendant is liable under 12 U.S.C. § 2605f by violating 12 U.S.C. § 2605k, by”

i. Failing to take timely action to respond to Plaintiff’s requests to correct errors relating to the allocation of payments, final balances, servicing, escrow disbursements, and accounting errors as evidenced by the QWRN attached hereto as Exhibit T;

70. Defendant is liable under 12 U.S.C. § 2605f by violating 12 U.S.C. § 2605l, and 12 U.S.C. § 2605m by:

- i. Obtaining force-placed hazard insurance without a reasonable basis, defined as satisfying the requirements 12 U.S.C. § 2605l, to believe the Plaintiff has failed to comply with the requirements of the loan contract since the loan had already been paid off in full, as evidenced by the Satisfaction of Judgment;
- ii. Obtaining force-placed insurance after Plaintiff paid off the loan in full, as evidenced by the Satisfaction of Judgment;
- iii. Failing to take timely action to respond to Plaintiff’s requests to correct errors relating to allocation of final balances in connection to paying off the loan;
- iv. Failing to accept any reasonable form of written confirmation from Plaintiff, including the Satisfaction of Judgment and cancellation of the checks taken from escrow by the insurance company, that obtaining insurance is no longer necessary;

- v. Failing to terminate the force-placed insurance at the request of Plaintiff or within fifteen (15) days of Defendant's receipt of confirmation of Plaintiff's Satisfaction of Judgment and reimbursement of the funds from the insurance company, from whom Defendant purchased the force-placed insurance, upon the insurance company's cancellation of the checks furnished by Defendant;
- vi. Failing to refund to Plaintiff all force-placed insurance premiums paid by Plaintiff and out of the remaining balance in the escrow account, after Plaintiff's Satisfaction of Judgment, despite receiving actual notice of the Satisfaction of Judgment on June 30, 2015, and notice of the error in writing from Plaintiff in April of 2016, with ample time and opportunity to cure;
- vii. Imposing onto Plaintiff, unreasonable and illicit charges in connection to force-placed insurance wrongfully obtained by Defendant, that Defendant kept despite actual knowledge of the unreasonable and wrongful nature of the charges.

**VI. COUNT TWO: INTENTIONAL NONCOMPLIANCE WITH FCCPA**  
**[DEFENDANT CALIBER: Pursuant to Fla. Stat. § 559.77(2)]**

71. Plaintiff re-alleges and reincorporates Paragraphs 1 through 64 as fully set forth herein below:

72. Defendant is liable under Fla. Stat. § 559.77(2) by violating Fla. Stat. § 559.72(3) and Fla. Stat. § 559.72(9) by:

- i. Telling Plaintiff, in Response #2, after being notified in Plaintiff's QWRN that Plaintiff was disputing the consumer information communicated by Defendant to the credit reporting agencies (*hereinafter* "CRAs") pertaining to Plaintiff, that Defendant would continue Defendant's pattern and practice of willfully communicating inaccurate and derogatory information that is harmful to Plaintiff's creditworthiness to third parties,

despite having actual knowledge and notice of the Satisfaction of Judgement, that the debt pursuant to the loan and mortgage was no longer due and owing, and that Plaintiff was no longer personally liable;

- ii. Willfully and intentionally claiming, attempting, and/or threatening to enforce a debt when Defendant knew that the debt was not legitimate and asserting some other legal right when Defendant knew that the right does not exist, as evidenced by Defendant's assertion included in Defendant's Response #2 that Defendant had the right to collect and keep the balance remaining in the escrow account as well as the reimbursed amount returned to escrow from the insurance company after Plaintiff notified the insurance company of the circumstances and the insurance company cancelled both checks;
- iii. Continuing to send account statements to Plaintiff, as evidenced by Statement #1 sent to Plaintiff's attorney and Statement #2 sent directly to Plaintiff, purporting that Plaintiff owed a monthly installment payment to Defendant in excess of \$1,000.00, which included which was also labeled an "informational statement" but included "Account Number 980398\*\*\*\*," as well as "Payment Date 09/01/15", in larger font "Payment Amount \$1,083.28", Plaintiff's address, "Regular Monthly Payment \$1,083.28," "Total Amount \$1,083.28," and under "Account Information" listed "Outstanding Principal \$107,952.16," "Interest Rate (Until 08/01/15) 2.46700%," "Maturity Date 12/01/2032," and "Current Escrow Balance \$15,372.07." Additionally, Statement #1 listed under "Explanation of Amount" the breakdown of the "Regular Monthly Payment" of "\$1,083.28" to include "Principal \$365.96," "Interest 198.18," and "Escrow (Taxes, Insurance, or PMI) \$519.14" Furthermore, Statement #2 included a "Past Payments Breakdown" which stated that Plaintiff had paid "\$0" towards the

“Principal,” “Interest,” “Escrow (Taxes, Insurance, or PMI), “Fees,” “Late Charges,” in the “Paid Last Month” and “Paid Year To-Date” categories. Statement #1 also listed the “Unapplied Balance” of “\$0”. Lastly, a payment of “\$3,429.00” was listed at the bottom of Statement #2 in relation to an “Escrow Disbursement” made on “08-05-2015.” Statement #2 is attached hereto as Exhibit P and constituting an attempt by Defendant to collect a debt, despite having actual knowledge and notice of the Satisfaction of Judgement, that the debt pursuant to the loan and mortgage was no longer due and owing, that Plaintiff was no longer personally liable, and the debt was no longer legitimate;

- iv. At the time Defendant sent Statement #1 and Statement #2, Defendant did not have the legal right, authority, or ability to collect any debt from Plaintiff, but continued to do so, despite having actual knowledge and notice of the Satisfaction of Judgement, that the debt pursuant to the loan and mortgage was no longer due and owing, that Plaintiff was no longer personally liable, and the debt was no longer legitimate.

73. Defendant is liable under Fla. Stat. § 559.77(2) by violating Fla. Stat. § 559.72(18) by:

- i. Willfully and intentionally communicating with Plaintiff after receipt of a cease and desist letter from Plaintiff’s attorney with actual knowledge that Plaintiff was represented by such attorney as evidenced by Defendant’s act of sending Statement #1 to Plaintiff’s attorney and Statement #2, the following month, directly to Plaintiff falsely implying that Plaintiff owed a monthly payment to Defendant exceeding \$1,000.00 due on September 1, 2015, and despite having actual knowledge and notice of the Satisfaction of Judgement, that the debt pursuant to the loan and mortgage was

no longer due and owing, that Plaintiff was no longer personally liable, and the debt was no longer legitimate.;

74. As a result of Defendant's willful and intentional pattern and practice of noncompliance with the FCCPA in violation of Plaintiff's statutorily protected rights, which are incorporated into the FCCPA, Plaintiff, and others similarly situated, have suffered severe harm, thereby rendering Defendant liable for statutory damages, actual damages, costs, and attorney's fees under § 559.77(2) of the FCCPA.

#### **VII. CLASSWIDE PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF, MARK DONALD HUNT, on behalf of himself and the putative Class members, moves for class certification and respectfully asks this Honorable Court to grant him relief for his class claims and prays for judgment against DEFENDANT, CALIBER HOME LOANS, INC.,:

- i. Directing Defendant to cease its violations of RESPA and the FCCPA;
- ii. Awarding Plaintiff and the Class statutory damages as requested above;
- iii. Awarding Plaintiff and the Class actual damages as requested above;
- iv. Awarding Plaintiff and the Class attorney's fees, costs, and expenses incurred in this action;
- v. Pre-judgment and post-judgment interest;
- vi. Any other relief this Honorable Court deems just and proper.

**VIII. PLAINTIFF'S PRAYER FOR RELIEF**

WHEREFORE, PLAINTIFF, MARK DONALD HUNT, on behalf of himself, through his undersigned attorney, respectfully asks this Honorable Court to grant Plaintiff relief for his claims and prays for judgment against DEFENDANT, CALIBER HOME LOANS, INC., for:

- i. Declaratory relief stating that Defendant's conduct, actions and inactions violate the FCCPA and RESPA;
- ii. Declaratory and injunctive relief preventing Defendant from violating the FCCPA and RESPA;
- iii. Statutory damages;
- iv. Actual damages;
- v. Attorney's fees and costs;
- vi. Pre-judgment and post-judgment interest;
- vii. Any other relief this Honorable Court deems just and proper.

**IX. DEMAND FOR JURY TRIAL**

Plaintiff, on behalf of himself, by and through his undersigned counsel, demands a trial by jury of all issues triable by jury as a matter of right.

DATED this 17th day of August, 2017.

Respectfully submitted,

  
\_\_\_\_\_  
**JONATHAN KLINE, ESQ.**

Fla. Bar No.: 6092

Service E-mail: [emailservice@jklawfl.com](mailto:emailservice@jklawfl.com)

JONATHAN KLINE, P.A.

2761 Executive Park Dr.

Weston, FL 33331

Telephone: (954) 888-4646

Facsimile: (954) 888-4647

*Attorney for Plaintiff*

CIVIL COVER SHEET

JS 44 (Rev. 06/17) FLSD Revised 06/01/2017

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.) NOTICE: Attorneys MUST Indicate All Re-filed Cases Below.

I. (a) PLAINTIFFS MARK DONALD HUNT, on behalf of himself and all others similarly situated DEFENDANTS CALIBER HOME LOANS, INC.

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

(c) Attorneys (Firm Name, Address, and Telephone Number) Jonathan Kline, P.A., 2761 Executive Park Dr., Weston, FL 33331 Attorneys (If Known) IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(d) Check County Where Action Arose: MIAMI-DADE MONROE BROWARD PALM BEACH MARTIN ST. LUCIE INDIAN RIVER OKEECHOBEE HIGHLANDS

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

- 1 U.S. Government Plaintiff Federal Question (U.S. Government Not a Party)
2 U.S. Government Defendant 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)

- Citizen of This State
Citizen of Another State
Citizen or Subject of a Foreign Country
Incorporated or Principal Place of Business In This State
Incorporated and Principal Place of Business In Another State
Foreign Nation

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

Grid of categories for nature of suit including CONTRACT, REAL PROPERTY, PERSONAL INJURY, CIVIL RIGHTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, and OTHER STATUTES.

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

- 1 Original Proceeding
2 Removed from State Court
3 Re-filed (See VI below)
4 Reinstated or Reopened
5 Transferred from another district (specify)
6 Multidistrict Litigation Transfer
7 Appeal to District Judge from Magistrate Judgment
8 Multidistrict Litigation - Direct File
9 Remanded from Appellate Court

VI. RELATED/ RE-FILED CASE(S) (See instructions): a) Re-filed Case YES NO b) Related Cases YES NO JUDGE: DOCKET NUMBER:

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): Real Estate Settlement Procedures Act, 12 U.S.C. § 2601 et seq., and FCCPA, Fla. Stat., Chapter 559.55 et seq.

LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 DEMAND \$ To Be Determined. CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE August 17, 2017 SIGNATURE OF ATTORNEY OF RECORD



## INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

### Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading 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. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

**I. (a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

**II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked. Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

**III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

**IV. Nature of Suit.** Nature of Suit. Place an "X" in the appropriate box. If there are multiple nature of suit codes associated with the case, pick the nature of suit code that is most applicable. Click here for: [Nature of Suit Code Descriptions](#).

**V. Origin.** Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Refiled (3) Attach copy of Order for Dismissal of Previous case. Also complete VI.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

Remanded from Appellate Court. (8) Check this box if remanded from Appellate Court.

**VI. Related/Refiled Cases.** This section of the JS 44 is used to reference related pending cases or re-filed cases. Insert the docket numbers and the corresponding judges name for such cases.

**VII. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553

Brief Description: Unauthorized reception of cable service

**VIII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

**Date and Attorney Signature.** Date and sign the civil cover sheet.

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

MARK DONALD HUNT,
on behalf of himself and
all others similarly situated,

Plaintiff(s)

v.

CALIBER HOME LOANS, INC.

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) CALIBER HOME LOANS, INC.
3701 REGENT BLVD
SUITE 200
IRVING, TEXAS 75063

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Jonathan Kline, Esq.
Jonathan Kline, P.A.
Attorneys at Law
2761 Executive Park Drive,
Weston, FL 33331

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

CLERK OF COURT

Date: \_\_\_\_\_

Signature of Clerk or Deputy Clerk

# **Exhibit A**

Verified Complaint to Foreclose Mortgage  
filed against Plaintiff by a predecessor in  
interest in May of 2014.

\*\*\* FILED: BROWARD COUNTY, FL HOWARD FORMAN, CLERK 5/21/2013 3:22:15 PM.\*\*\*

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA  
CIVIL DIVISION

JPMorgan Chase Bank, National Association

Plaintiff,

-vs.-

Jacqueline Proper and Mark Donald Hunt;  
Unknown Spouse of Jacqueline Proper;  
Unknown Spouse of Mark Donald Hunt;  
Unknown Parties in Possession #1, If living,  
and all Unknown Parties claiming by, through,  
under and against the above named  
Defendant(s) who are not known to be dead or  
alive, whether said Unknown Parties may claim  
an interest as Spouse, Heirs, Devisees,  
Grantees, or Other Claimants; Unknown Parties  
in Possession #2, If living, and all Unknown  
Parties claiming by, through, under and against  
the above named Defendant(s) who are not  
known to be dead or alive, whether said  
Unknown Parties may claim an interest as  
Spouse, Heirs, Devisees, Grantees, or Other  
Claimants

Defendant(s).

Case #:

DIVISION: 11

**VERIFIED COMPLAINT TO FORECLOSE MORTGAGE**

Plaintiff, JPMorgan Chase Bank, National Association, sues the Defendants and states:

1. This is an action to foreclose a mortgage on real property located in Broward County, Florida, and for an Order to Show Cause pursuant to Florida Statutes §702.10 and by reason thereof the venue for this matter is in Broward County, Florida.
2. Borrower(s) Jacqueline Proper and Mark Donald Hunt executed and delivered a Promissory Note ("Note") dated November 27, 2002 and Jacqueline Proper and Mark Donald Hunt executed a Mortgage ("Mortgage") dated November 27, 2002 securing payment of the Note to the

payee named thereon. The Mortgage was recorded in Official Records Book 34185, Page 977, of the Public Records of Broward County, Florida, and mortgaged the property described in the mortgage then owned by and in possession of the mortgagor(s). True and correct copies of said Note and Mortgage, are attached hereto as Exhibit "A" and Exhibit "B" respectively.

3. Plaintiff is entitled to enforce the Note as a holder in possession and to foreclose the Mortgage securing the Note.

4. The Mortgage of the Plaintiff is a purchase money mortgage being 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.

5. The Defendants, Jacqueline Proper and Mark Donald Hunt, are the current owners of the real property which is the subject of the Mortgage.

6. All conditions precedent to the acceleration of the Note and Mortgage and the filing of the instant foreclosure complaint have been fulfilled.

7. There has been a default in the payment of the amounts due under the Note and Mortgage in that the payment due for December 1, 2012 and all subsequent payments have not been made.

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

9. Defendants who may be held personally liable for a deficiency, if any, are the notemakers, Jacqueline Proper and Mark Donald Hunt, unless any of such Defendants have been discharged in bankruptcy in which event no deficiency is or will be sought.

10. There is now due and owing the principal sum of \$108,636.51, 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 as may be allowed by the court.

11. Plaintiff is obligated to pay Plaintiff's attorney a reasonable fee for their services and seeks an award of attorney's fees.

12. That the Defendant, Unknown Spouse of Jacqueline Proper, might have some claim or demand in the subject property by virtue of spousal homestead interest, if any, and all other rights, claims, liens, interest, encumbrances and equities, either recorded or unrecorded, if any in the subject real property. The above-described interest of said Defendant(s) in the subject property is inferior to the interest of the Plaintiff in said property.

13. That the Defendant, Unknown Spouse of Mark Donald Hunt, might have some claim or demand in the subject property by virtue of spousal homestead interest, if any, and all other rights, claims, liens, interest, encumbrances and equities, either recorded or unrecorded, if any in the subject real property. The above-described interest of said Defendant(s) in the subject property is inferior to the interest of the Plaintiff in said property.

14. That the Defendant, Unknown Parties in Possession #1, if living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s) who are not known to be dead or alive, whether said Unknown Parties may claim an interest as Spouse, Heirs, Devisees, Grantees, or Other Claimants might have some claim or demand in the subject real property by virtue of possession, whether by tenancy from the record title holder or mere possession only, however, any such claim or demand is inferior to the lien of the Mortgage.

15. That the Defendant, Unknown Parties in Possession #2, if living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s) who are not known to be dead or alive, whether said Unknown Parties may claim an interest as Spouse,

Heirs, Devisees, Grantees, or Other Claimants might have some claim or demand in the subject real property by virtue of possession, whether by tenancy from the record title holder or mere possession only, however, any such claim or demand is inferior to the lien of the Mortgage.

**WHEREFORE**, the Plaintiff respectfully requests that the court enter a Final Judgment:

(a) enumerating all amounts the court determines due to Plaintiff pursuant to said Note and Mortgage, (b) ordering the Clerk of the Court to sell the subject property to satisfy the amount due Plaintiff, in whole or in part; (c) 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 be forever barred and foreclosed; (d) retaining jurisdiction of the court in this action to make any and all further orders and judgments as may be necessary and proper, including issuance of a writ of possession and the entry of a deficiency, when and if such deficiency is sought 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 predecessors-in-interest only in rem relief

(This space intentionally left blank.)

from the bankruptcy automatic stay); and, (e) for such other and further relief as the court may deem just and proper.

**VERIFICATION**

Under penalty of perjury, I, a representative of JPMorgan Chase Bank, N.A., who obtained personal knowledge through his/her review of business records during the normal course of business, declare that I have read the Verified Complaint to Foreclose Mortgage, and the facts alleged therein are true and correct.

Ashley A. Vanhorne  
Ashley A. Vanhorne

Vice President

Date: 5-2-2013

JPMorgan Chase Bank, National Association

State of Texas

County of Dallas

The foregoing instrument was sworn to or affirmed and subscribed before me this 2<sup>nd</sup> day of May, 2013, by Ashley A. Vanhorne as Vice President of JPMorgan Chase Bank, N.A., who is personally known to me [  ] or has produced \_\_\_\_\_ as identification [  ].

Felicia Yvette Brown  
Print Name: Felicia Yvette Brown

Notary Public, State of Texas

My Commission Expires: 2-28-15

Borrower: Jacqueline Proper and Mark Donald Hunt

Property Address: 4380 Northwest 2nd Court, Coconut Creek, FL 33066

County: Broward

Last Four of Loan Number: 4618



**\*Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), Plaintiff's counsel hereby designates its primary email address for the purposes of email service as: SFGBocaService@logs.com\***

SHAPIRO, FISHMAN & GACHÉ, LLP  
Attorneys for Plaintiff  
2424 North Federal Highway, Ste 360  
Boca Raton, Florida 33431  
Telephone: (561) 998-6700  
Fax: (561) 998-6707  
Email: ekeller@logs.com

By: Emma Braun Keller  
Emma Braun Keller, Esq.  
FL Bar # 11965

Pursuant to the Fair Debt Collections Practices Act, you are advised that this office may be deemed a debt collector and any information obtained may be used for that purpose.



# Exhibit

# A



**ADJUSTABLE RATE NOTE  
(12-MTA Index - Payment and Rate Caps)**

03-2149-061800461-8

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 125% OF THE ORIGINAL AMOUNT (OR \$ 202,500.00 ). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THIS NOTE OR ANY RIDER TO THIS NOTE. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

November 27, 2002

MARGATE  
(City)

Florida  
(State)

4386 NW 2ND COURT, COCONUT CREEK, FL 33066

Property Address

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

In return for a loan that I have received, I promise to pay U.S. \$ 162,000.00 plus any amounts added in accordance with Section 4 (G) below, (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Washington Mutual Bank, FA. I will make all payments under this Note in form of cash, check or money order. 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 has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of this Note, I will pay interest at a yearly rate of 4.480 %. Thereafter until the first Change Date (as defined in Section 4 of this Note) I will pay interest at a yearly rate of 2.450 %. The interest rate required by this Section 2 and Section 4 of this Note is the Rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay Principal and interest by making payments every month. In this Note, "payments" refer to Principal and interest payments only, although other charges such as taxes, insurance and/or late charges may also be payable with the monthly payment.

I will make my monthly payments on 1st day of each month beginning on January, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on December 1, 2032, 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 9451 CORBIN AVE, NORTHRIDGE, CA 91328 or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 635.89, unless adjusted at an earlier time under Section 4(H) of this Note.

*JP* *MSA*

03-2149-061800461-8

**(C) Payment Changes**

My monthly payment will be recomputed, according to Sections 4(E)(F)(G)(H) and (I) of this Note, to reflect changes in the Principal balance and interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

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

The interest rate I will pay may further change on the 1st day of January, 2003, and on that day every month thereafter. Each such day is called a "Change Date".

**(B) The Index**

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H:15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent index figure available as of 15 days before each interest rate Change Date is called the "Current Index". If the index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two & Three-Tenths percentage points 2.300 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or, if not available for such three year period, for such time as it is available). This difference will be rounded to the next higher 1/8 of 1%.

**(D) Interest Rate Limit**

My interest rate will never be greater than Nine & Ninety-Five-Hundredths percentage points 9.950 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

**(E) Payment Change Dates**

Effective every year commencing January 1, 2003, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected principal balance I am expected to owe as of the Payment Change Date in full on the Maturity Date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of this Note.

**(F) Monthly Payment Limitations**

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the principal payment and does not apply to any escrow payments Lender may require under the Security Instrument.

03-2149-061800461-8

(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization  
Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a principal reduction of the Note.

(H) Li  
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↑  
"NOTE"

equal to 125% of the principal  
and otherwise exceed that 125%  
the next Payment Change Date  
The new monthly payment will be  
principal in full on the maturity date  
at due date in substantially equal

monthly payment, and on that same  
be adjusted without regard to the

anges in the amount of my monthly  
will include information required by  
of a person who will answer any

it to the interest rate or payment  
requirement, I agree that Note Holder  
as if they had been made on time. I  
to me which may result from Note

Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial Prepayment of unpaid Principal.

5. 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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

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

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then, (a) any such loan charge shall be reduced by the amount

Handwritten initials/signature

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necessary to reduce the charge to the permitted limit; and (b) 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.

**Miscellaneous Fees:** I understand that the Note Holder will also charge a return item charge in the event a payment that I make in connection with repayment of this loan is not honored by the financial institution on which it is drawn. The current fee is \$ 15.00. Lender reserves the right to change the fee from time to time without notice except as may be required by law.

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

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 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 of 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 10 days after the date on which the notice is delivered or mailed to me (or, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buys all or part of Lender's rights under the Security Instrument, in which case the notice will specify a date, not less than 30 days from the date the notice is given the Borrower).

**(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, whether or not a lawsuit is brought, to the extent not prohibited by Applicable Law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

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

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

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

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**10. WAIVERS**

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

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses 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 the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) the request to assume is made after one year following recording of the Deed of Trust, (b) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (c) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (e) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption and Lender may increase the maximum rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written Assumption Agreement with transferee and formally releases Borrower.

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

**12. MISCELLANEOUS PROVISIONS**

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical or ministerial mistake, calculation error, computer error, printing error or similar error (collectively "Errors"), I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such Errors and I also agree that I will not hold the Note Holder responsible for any damage to me which may result from any such Errors.

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Note Holder delivers to me an indemnification in my favor, signed by the Note Holder, then I will sign and deliver

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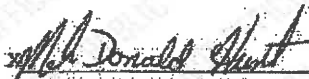
to the Note Holder a Loan Document identical in form and content which will have the effect of the original for all purposes.

**13. DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

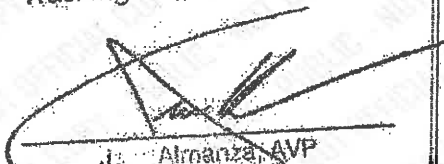
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
JACQUELINE PROPER

  
\_\_\_\_\_  
MARK DONALD HUNT

Pay to the order of

\_\_\_\_\_  
Without Recourse  
Washington Mutual Bank, FA

  
\_\_\_\_\_  
J. Alnanza, AVP

### Prepayment Fee Note Addendum

03-2149-061800461-B

This Note Addendum is made this 27th day of November, 2002 and is incorporated into and shall be deemed to amend and supplement the Note made by the undersigned (the "Borrower") in favor of Washington Mutual Bank, PA (the "Lender") and dated as of even date herewith (the "Note").

This Note Addendum amends the provision in the Note regarding the Borrower's right to prepay as follows:

#### BORROWER'S RIGHT TO PREPAY:

I have the right to make payments of principal before they are due. Any payment of principal, before it is due, is known as a "prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment." A prepayment of the full amount of the unpaid principal is known as a "full prepayment."

If I make a full prepayment, I may be charged a fee as follows:

If Noteholder receives a prepayment on or before the first anniversary of the date of the Note, the Prepayment Fee shall be equal to TWO percent (2.000 %) of the original loan amount. Thereafter, prepayment of the Note shall be permitted without any Prepayment Fee.

The Prepayment Fee shall be payable upon a full prepayment, voluntary or involuntary, including but not limited to a prepayment resulting from Noteholder's permitted acceleration of the balance due on the Note. Notwithstanding the foregoing, nothing herein shall restrict my right to prepay at any time without penalty accrued but unpaid interest that has been added to principal.

When I make a full or partial prepayment, I will notify the Noteholder in writing that I am doing so. Any partial prepayment of principal shall be applied to interest accrued on the amount prepaid and then to the principal balance of the Note which shall not reduce the amount of monthly installments of principal and interest (until amortized as set forth in the Note at the next Payment Change Date) nor relieve me of the obligation to make the installments each and every month until the Note is paid in full. Partial prepayments shall have no effect upon the due dates or the amounts of my monthly payments unless the Noteholder agrees in writing to such changes.



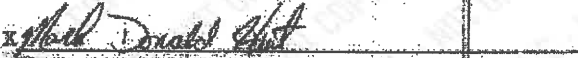
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**NOTICE TO THE BORROWER**

Do not sign this Note Addendum before you read it. This Note Addendum provides for the payment of a Prepayment Fee if you wish to repay the loan prior to the date provided for repayment in the Note.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Note Addendum.

  
\_\_\_\_\_  
JACQUELINE PROPER

  
\_\_\_\_\_  
MARK DONALD HUNT

MA 

# Exhibit

# B

CFN # 102453257, OR BK 34185 Page 977, Page 1 of 21, Recorded 12/03/2002 at 10:07 AM, Broward County Commission, Doc M: \$567.00 Int. Tax \$324.00 Deputy Clerk 2065

2

AFTER RECORDING RETURN TO:  
Washington Mutual Bank, FA  
C/O ACS IMAGE SOLUTIONS  
12691 PALA DRIVE MS156DPCA  
GARDEN GROVE, CA 92841

[Space Above This Line For Recording Data]

~~PREPARED BY~~ RETURN TO:  
DONALD H. BUIKOS, ESQ.  
1402 N. STATE ROAD 7  
MARGATE FL 33068  
(954) 974-2704

DONALD H. BUIKOS, ESQUIRE 1592

**MORTGAGE**

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**DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated November 27, 2002, together with all Riders to this document.

(B) "Borrower" is JACQUELINE PROPER, A SINGLE WOMAN AND MARK DONALD HUNT, A SINGLE MAN.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Washington Mutual Bank, FA, a federal association. Lender is a Bank organized and existing under the laws of United States of America. Lender's address is: 400 East Main Street Stockton, CA 95290.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated November 27, 2002. The Note states that Borrower owes Lender One Hundred Sixty-Two Thousand & 00/100

Dollars (U.S. \$ 162,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2032.

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

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

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

- |   |   |   |
|---|---|---|
| <input checked="" 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"/> Other(s) [specify]               |   |   |

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

(I) "Community Association Dues, Fees, and Assessments" means all dues, ~~NOT/ASSOCIATION DUES~~ and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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

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

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

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

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

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (iii) the performance of all agreements of Borrower to pay fees and charges arising out of the loan whether or not herein set forth. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power

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of sale, the following described property located in Broward County, Florida:

LOT 5, BLOCK 28, OF COCONUT CREEK 8TH SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

which currently has the address of 4380 NW 2ND COURT (Street)  
COCONUT CREEK, Florida 33066 ("Property Address"):  
(City) (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 grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic

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Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

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the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Lender may purchase such insurance from or through any company acceptable to Lender including, without limitation, an affiliate of Lender, and Borrower acknowledges and agrees that Lender's affiliate may receive consideration for such purchase. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to all proceeds from any insurance policy (whether or not the insurance policy was required by Lender) that are due, paid or payable with respect to any damage to such property, regardless of whether the insurance policy is established before, on or after the date of this Security Instrument. By absolutely and irrevocably assigning to Lender all of Borrower's rights to receive any and all proceeds from any insurance policy, Borrower hereby waives, to the full extent allowed by law, all of Borrower's rights to receive any and all of such insurance proceeds.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to (a) any and all claims, present and future, known or unknown, absolute or contingent, (b) any and all causes of action, (c) any and all judgments and settlements (whether through litigation, mediation, arbitration or otherwise), (d) any and all funds sought against or from any party or parties whosoever, and (e) any and all funds received or receivable in



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including but not limited to, land subsidence, landslide, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in this paragraph.

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

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

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 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.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, or remove or demolish any building thereon, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in good condition and repair in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property in good and workmanlike manner if damaged to avoid further

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deterioration or damage. Lender shall, unless otherwise agreed in writing between Lender and Borrower, have the right to hold insurance or condemnation proceeds. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause. Lender does not make any warranty or representation regarding, and assumes no responsibility for, the work done on the Property, and Borrower shall not have any right to rely in any way on any inspection(s) by or for Lender or its agent. Borrower shall be solely responsible for determining that the work is done in a good, thorough, efficient and workmanlike manner in accordance with all applicable laws.

Borrower shall (a) appear in and defend any action or proceeding purporting to affect the security hereof, the Property or the rights or powers of Lender or Trustee; (b) at Lender's option, assign to Lender, to the extent of Lender's interest, any claims, demands, or causes of action of any kind, and any award, court judgement, or proceeds of settlement of any such claim, demand or cause of action of any kind which Borrower now has or may hereafter acquire arising out of or relating to any interest in the acquisition or ownership of the Property. Lender and Trustee shall not have any duty to prosecute any such claim, demand or cause of action. Without limiting the foregoing, any such claim, demand or cause of action arising out of or relating to any interest in the acquisition or ownership of the Property may include (i) any such injury or damage to the Property including without limit injury or damage to any structure or improvement situated thereon, (ii) or any claim or cause of action in favor of Borrower which arises out of the transaction financed in whole or in part by the making of the loan secured hereby, (iii) any claim or cause of action in favor of Borrower (except for bodily injury) which arises as a result of any negligent or improper construction, installation or repair of the Property including without limit, any surface or subsurface thereof, or of any building or structure thereon or (iv) any proceeds of insurance, whether or not required by Lender, payable as a result of any damage to or otherwise relating to the Property or any interest therein. Lender may apply, use or release such monies so received by it in the same manner as provided in Paragraph 5 for the proceeds of insurance.

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

9. **Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting

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and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage

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insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is

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

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

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** This Security Instrument cannot be changed or modified except as otherwise provided herein or by agreement in writing signed by Borrower, or any Successor in interest to Borrower and Lender. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in interest of Borrower shall not operate to release the liability of Borrower or any Successor in interest of Borrower. Lender shall not be required to commence proceedings against any Successor in interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy. No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

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

Subject to the provisions of Section 18, any Successor in interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by

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

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

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

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

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

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conflicting provision.

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

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

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

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

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

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

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument,

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and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 16) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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

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

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



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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Borrower or any Successor in Interest to Borrower files (or has filed against Borrower or any Successor in Interest to Borrower) a bankruptcy petition under Title 11 or any successor title of the United States Code which provides for the curing of prepetition default due on the Note, interest at a rate determined by the Court shall be paid to Lender on post-petition arrears.

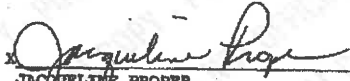
**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is not prohibited by Applicable Law.

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

**25. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

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

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\_\_\_\_\_  
JACQUELINE PROPER

  
\_\_\_\_\_  
MARK DONALD HUNT

\_\_\_\_\_  
(Space Below This Line For Acknowledgment)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of NOVEMBER  
2017 by JACQUELINE PROPER & MARK  
DONALD HUNT  
who is personally known to me or has produced \_\_\_\_\_  
as identification.

My Commission expires:



D. H. Buikus  
Commission # DD-019877  
Expires June 3, 2005  
Banded With  
Atlantic Bonding Co., Inc.

  
\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of acknowledgee typed, printed or stamped)

(Notary Rubber/Raised Stamp Seal)

**ADJUSTABLE RATE RIDER  
(12-MTA Index - Payment and Rate Caps)**

03-2149-061800461-8

THIS ADJUSTABLE RATE RIDER is made this 27th day of November, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Washington Mutual Bank, FA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

43RD NW 2ND COURT, COCONUT CREEK, FL 33066  
(Property Address)

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 125% OF THE ORIGINAL AMOUNT (OR \$ 202,500.00 ). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE AND RIDER. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 4.480 %. Thereafter until the first Change Date (as defined in Section 4 of the Note) I will pay interest at a yearly rate of 2.450 %. The interest rate I will pay will thereafter change in accordance with Section 4 of the Note.

Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

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

The interest rate I will pay may change on the 1st day of January, 2003, and on that day every month thereafter. Each such day is called a "Change Date".

**(B) The Index**

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent Index figure available as of the date 15 days before each Change Date is called the "Current Index".

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

**(C) Interest Rate Change**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two & Three-Tenths percentage points 2.300 % ("Margin") to Current Index. The Note Holder will then round the result of this addition to the nearest one thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). The difference will be rounded to the next higher 1/8 of 1%.

**(D) Interest Rate Limit**

My interest rate will never be greater than 9.950 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

**(E) Payment Change Dates**

Effective every year commencing January 1, 2004, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the

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amount of the monthly payment that would be sufficient to repay the projected Principal balance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of the Note.

**(F) Monthly Payment Limitations**

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the Principal Payment and does not apply to any escrow payments Lender may require under the Security Instrument.

**(G) Changes in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization**

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a Principal reduction of the Note.

**(H) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid Principal can never exceed a maximum amount equal to 125% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 125% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

**(I) Required Full Monthly Payment**

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

**(J) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in the amount of my

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monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

**(K) Failure to Make Adjustments**

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid "Principal."

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

*Section 18 of the Security Instrument is amended to read as follows:*

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any interest in the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Agreement or other obligations related to the Note or other loan document is acceptable to Lender, (c) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption, and Lender may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the


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transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written assumption agreement with transferee and formally releases Borrower.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower agrees to execute any document necessary to reform this Agreement to accurately reflect the terms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.

  
\_\_\_\_\_  
JACQUELINE PROPER

  
\_\_\_\_\_  
MARK DONALD HURT

# **Exhibit B**

Promissory note or “Note” executed by  
Plaintiff along with the mortgage in 2002.





**ADJUSTABLE RATE NOTE**  
**(12-MTA Index - Payment and Rate Caps)**

03-2149-061800461-8

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 125% OF THE ORIGINAL AMOUNT (OR \$ 202,500.00 ). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THIS NOTE OR ANY RIDER TO THIS NOTE. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

November 27, 2002

MARGATE  
(City)

Florida  
(State)

4380 NW 2ND COURT, COCONUT CREEK, FL 33066  
(Property Address)

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

In return for a loan that I have received, I promise to pay U.S. \$ 162,000.00 plus any amounts added in accordance with Section 4 (G) below, (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Washington Mutual Bank, PA. I will make all payments under this Note in form of cash, check or money order. 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 has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of this Note, I will pay interest at a yearly rate of 4.480 %. Thereafter until the first Change Date (as defined in Section 4 of this Note) I will pay interest at a yearly rate of 2.450 %. The interest rate required by this Section 2 and Section 4 of this Note is the Rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay Principal and interest by making payments every month. In this Note, "payments" refer to Principal and interest payments only, although other charges such as taxes, insurance and/or late charges may also be payable with the monthly payment.

I will make my monthly payments on 1st day of each month beginning on January, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied to interest before Principal. If, on December 1, 2032, 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 9451 CORBIN AVE, NORTHRIDGE, CA 91328, or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my monthly payments until the first Payment Change Date will be in the amount of U.S. \$ 635.89, unless adjusted at an earlier time under Section 4(H) of this Note.

*Handwritten initials/signatures.*

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**(C) Payment Changes**

My monthly payment will be recomputed, according to Sections 4(E)/(F)/(G)/(H) and (I) of this Note, to reflect changes in the Principal balance and interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

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

The interest rate I will pay may further change on the 1st day of January, 2003, and on that day every month thereafter. Each such day is called a "Change Date".

**(B) The Index**

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent index figure available as of 15 days before each interest rate Change Date is called the "Current Index". If the Index is no longer available, the Note Holder will choose an index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two & Three-Tenths percentage points 2.300 % ("Margin") to the Current Index. The Note Holder will then round the result of this addition to the nearest one-thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). This difference will be rounded to the next higher 1/8 of 1%.

**(D) Interest Rate Limit**

My interest rate will never be greater than Nine & Ninety-Five-Hundredths percentage points 9.950 % ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

**(E) Payment Change Dates**

Effective every year commencing January 1, 2004, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the amount of the monthly payment that would be sufficient to repay the projected principal balance I am expected to owe as of the Payment Change Date in full on the Maturity Date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of this Note.

**(F) Monthly Payment Limitations**

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the principal payment and does not apply to any escrow payments Lender may require under the Security Instrument.

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**(G) Changes In My Unpaid Principal Due to Negative Amortization or Accelerated Amortization**

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a principal reduction of the Note.

**(H) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid principal can never exceed a maximum amount equal to 125% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 125% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid Principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

**(I) Required Full Monthly Payment**

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

**(J) Notice of Changes**

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

**(K) Failure to Make Adjustments**

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial Prepayment of unpaid Principal.

**5. 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 not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

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

**6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then; (a) any such loan charge shall be reduced by the amount

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necessary to reduce the charge to the permitted limit; and (b) 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.

**Miscellaneous Fees:** I understand that the Note Holder will also charge a return item charge in the event a payment that I make in connection with repayment of this loan is not honored by the financial institution on which it is drawn. The current fee is \$ 15.00. Lender reserves the right to change the fee from time to time without notice except as may be required by law.

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

**(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 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 of each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I am 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 10 days after the date on which the notice is delivered or mailed to me (or, if the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation buys all or part of Lender's rights under the Security Instrument, in which case the notice will specify a date, not less than 30 days from the date the notice is given the Borrower).

**(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, whether or not a lawsuit is brought, to the extent not prohibited by Applicable Law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

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

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

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

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**10. WAIVERS**

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

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses 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 the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) the request to assume is made after one year following recordation of the Deed of Trust, (b) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (c) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (e) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption and Lender may increase the maximum rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written Assumption Agreement with transferee and formally releases Borrower.

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

**12. MISCELLANEOUS PROVISIONS**

In the event the Note Holder at any time discovers that this Note or the Security Instrument or any other document related to this loan, called collectively the "Loan Documents," contains an error which was caused by a clerical or ministerial mistake, calculation error, computer error, printing error or similar error (collectively "Errors"); I agree, upon notice from the Note Holder, to reexecute any Loan Documents that are necessary to correct any such Errors and I also agree that I will not hold the Note Holder responsible for any damage to me which may result from any such Errors.

If any of the Loan Documents are lost, stolen, mutilated or destroyed and the Note Holder delivers to me an indemnification in my favor, signed by the Note Holder, then I will sign and deliver


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to the Note Holder a Loan Document identical in form and content which will have the effect of the original for all purposes.

**13. DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

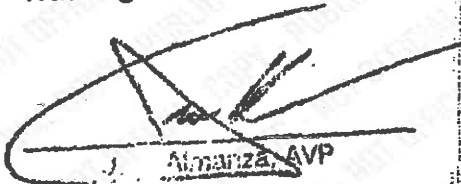
**WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.**

  
\_\_\_\_\_  
JACQUELINE PROPPER

  
\_\_\_\_\_  
MARK DONALD HUNT

Pay to the order of

\_\_\_\_\_  
Without Recourse  
Washington Mutual Bank, FA

  
\_\_\_\_\_  
J. Almariza AVP

## Prepayment Fee Note Addendum

03-2149-061800461-8

This Note Addendum is made this 27th day of November, 2002 and is incorporated into and shall be deemed to amend and supplement the Note made by the undersigned (the "Borrower") in favor of Washington Mutual Bank, PA (the "Lender") and dated as of even date herewith (the "Note").

This Note Addendum amends the provision in the Note regarding the Borrower's right to prepay as follows:

### BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal before they are due. Any payment of principal, before it is due, is known as a "prepayment." A prepayment of only part of the unpaid principal is known as a "partial prepayment." A prepayment of the full amount of the unpaid principal is known as a "full prepayment."

If I make a full prepayment, I may be charged a fee as follows:

If Noteholder receives a prepayment on or before the first anniversary of the date of the Note, the Prepayment Fee shall be equal to TWO percent (2.000 %) of the original loan amount. Thereafter, prepayment of the Note shall be permitted without any Prepayment Fee.

The Prepayment Fee shall be payable upon a full prepayment, voluntary or involuntary, including but not limited to a prepayment resulting from Noteholder's permitted acceleration of the balance due on the Note. Notwithstanding the foregoing, nothing herein shall restrict my right to prepay at any time without penalty accrued but unpaid interest that has been added to principal.

When I make a full or partial prepayment I will notify the Noteholder in writing that I am doing so. Any partial prepayment of principal shall be applied to interest accrued on the amount prepaid and then to the principal balance of the Note which shall not reduce the amount of monthly installments of principal and interest (until reamortized as set forth in the Note at the next Payment Change Date) nor relieve me of the obligation to make the installments each and every month until the Note is paid in full. Partial prepayments shall have no effect upon the due dates or the amounts of my monthly payments unless the Noteholder agrees in writing to such changes.

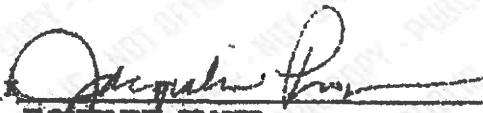


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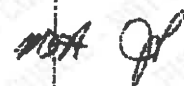
**NOTICE TO THE BORROWER**

Do not sign this Note Addendum before you read it. This Note Addendum provides for the payment of a Prepayment Fee if you wish to repay the loan prior to the date provided for repayment in the Note.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Note Addendum.

  
\_\_\_\_\_  
JACQUELINE PROPER

  
\_\_\_\_\_  
MARK DONALD HUNT





# **Exhibit C**

**The mortgage or “Mortgage” used to secure the note and executed by Plaintiff in 2002.**

CFN # 102453257, OR BK 34185 Page 977, Page 1 of 21, Recorded 12/03/2002 at 10:07 AM, Broward County Commission, Doc M: \$567.00 Int. Tax \$324.00 Deputy Clerk 2065

2

AFTER RECORDING RETURN TO:  
Washington Mutual Bank, FA  
C/O ACS IMAGE SOLUTIONS  
12691 PALA DRIVE MS156DPCA  
GARDEN GROVE, CA 92841

[Space Above This Line For Recording Data]

**PREPARED BY & RETURN TO:**  
**DONALD H. BUIKUS, ESQ.**  
1402 N. STATE ROAD 7  
MARGATE FL. 33063  
(954) 974-2704

DONALD H. BUIKUS, ESQUIRE 1592

**MORTGAGE**

03-2149-061800461-8

**DEFINITIONS**

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

(A) "Security Instrument" means this document, which is dated November 27, 2002, together with all Riders to this document.

(B) "Borrower" is JACQUELINE PROPER, A SINGLE WOMAN AND MARK DONALD HUNT, A SINGLE MAN.

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Washington Mutual Bank, FA, a federal association. Lender is a Bank organized and existing under the laws of United States of America. Lender's address is: 400 East Main Street Stockton, CA 95290.

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated November 27, 2002. The Note states that Borrower owes Lender one Hundred sixty-Two Thousand & 00/100

Dollars (U.S. \$ 162,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2032.

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

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

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) (specify)
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

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

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

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

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

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

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

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

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

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (iii) the performance of all agreements of Borrower to pay fees and charges arising out of the loan whether or not herein set forth. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power

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of sale, the following described property located in Broward County, Florida:

LOT 5, BLOCK 28, OF COCONUT CREEK 8TH SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

which currently has the address of 4380 NW 2ND COURT (Street)  
COCONUT CREEK, Florida 33066 ("Property Address"):  
(City) (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 grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic

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Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

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

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the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Lender may purchase such insurance from or through any company acceptable to Lender including, without limitation, an affiliate of Lender, and Borrower acknowledges and agrees that Lender's affiliate may receive consideration for such purchase. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to all proceeds from any insurance policy (whether or not the insurance policy was required by Lender) that are due, paid or payable with respect to any damage to such property, regardless of whether the insurance policy is established before, on or after the date of this Security Instrument. By absolutely and irrevocably assigning to Lender all of Borrower's rights to receive any and all proceeds from any insurance policy, Borrower hereby waives, to the full extent allowed by law, all of Borrower's rights to receive any and all of such insurance proceeds.

Borrower hereby absolutely and irrevocably assigns to Lender all of Borrower's right, title and interest in and to (a) any and all claims, present and future, known or unknown, absolute or contingent, (b) any and all causes of action, (c) any and all judgments and settlements (whether through litigation, mediation, arbitration or otherwise), (d) any and all funds sought against or from any party or parties whatsoever, and (e) any and all funds received or receivable in

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including but not limited to, land subsidence, landslide, windstorm, earthquake, fire, flood or any other cause.

Borrower agrees to execute, acknowledge if requested, and deliver to Lender, and/or upon notice from Lender shall request any insurance agency or company that has issued any insurance policy to execute and deliver to Lender, any additional instruments or documents requested by Lender from time to time to evidence Borrower's absolute and irrevocable assignments set forth in this paragraph.

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

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 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.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, or remove or demolish any building thereon, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in good condition and repair in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property in good and workmanlike manner if damaged to avoid further



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deterioration or damage. Lender shall, unless otherwise agreed in writing between Lender and Borrower, have the right to hold insurance or condemnation proceeds. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause. Lender does not make any warranty or representation regarding, and assumes no responsibility for, the work done on the Property, and Borrower shall not have any right to rely in any way on any inspection(s) by or for Lender or its agent. Borrower shall be solely responsible for determining that the work is done in a good, thorough, efficient and workmanlike manner in accordance with all applicable laws.

Borrower shall (a) appear in and defend any action or proceeding purporting to affect the security hereof, the Property or the rights or powers of Lender or Trustee; (b) at Lender's option, assign to Lender, to the extent of Lender's interest, any claims, demands, or causes of action of any kind, and any award, court judgment, or proceeds of settlement of any such claim, demand or cause of action of any kind which Borrower now has or may hereafter acquire arising out of or relating to any interest in the acquisition or ownership of the Property. Lender and Trustee shall not have any duty to prosecute any such claim, demand or cause of action. Without limiting the foregoing, any such claim, demand or cause of action arising out of or relating to any interest in the acquisition or ownership of the Property may include (i) any such injury or damage to the Property including without limit injury or damage to any structure or improvement situated thereon, (ii) or any claim or cause of action in favor of Borrower which arises out of the transaction financed in whole or in part by the making of the loan secured hereby, (iii) any claim or cause of action in favor of Borrower (except for bodily injury) which arises as a result of any negligent or improper construction, installation or repair of the Property including without limit, any surface or subsurface thereof, or of any building or structure thereon or (iv) any proceeds of insurance, whether or not required by Lender, payable as a result of any damage to or otherwise relating to the Property or any interest therein. Lender may apply, use or release such monies so received by it in the same manner as provided in Paragraph 5 for the proceeds of insurance.

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

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting

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and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage

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insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

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

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

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

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

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

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

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

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is

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

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

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

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

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** This Security Instrument cannot be changed or modified except as otherwise provided herein or by agreement in writing signed by Borrower, or any Successor in interest to Borrower and Lender. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successor in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy. No waiver by Lender of any right under this Security Instrument shall be effective unless in writing. Waiver by Lender of any right granted to Lender under this Security Instrument or of any provision of this Security Instrument as to any transaction or occurrence shall not be deemed a waiver as to any future transaction or occurrence.

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

Subject to the provisions of Section 16, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by

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

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

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

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

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

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conflicting provision.

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

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

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

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

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

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

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument,

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and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

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

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

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

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

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 13 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 and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. If Borrower or any Successor in interest to Borrower files (or has filed against Borrower or any Successor in interest to Borrower) a bankruptcy petition under Title 11 or any successor title of the United States Code which provides for the curing of prepetition default due on the Note, interest at a rate determined by the Court shall be paid to Lender on post-petition arrears.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is not prohibited by Applicable Law.

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


**25. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.


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



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\_\_\_\_\_  
JACQUELINE PROPER

  
\_\_\_\_\_  
MARK DONALD HUNT

\_\_\_\_\_  
(Space Below This Line For Acknowledgment)

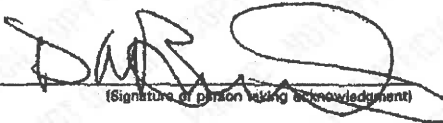
STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 27 day of NOVEMBER  
2017 by JACQUELINE PROPER & MARK  
DONALD HUNT  
who is personally known to me or has produced \_\_\_\_\_  
as identification.

My Commission expires:



D. H. Bulkus  
Commission # DD 019877  
Expires June 3, 2005  
Bonded Tara  
Atlantic Bonding Co., Inc.

  
\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of acknowledger typed, printed or stamped)

(Notary Rubber/Raised Stamp Seal)

**ADJUSTABLE RATE RIDER  
(12-MTA Index - Payment and Rate Caps)**

03-2149-061800461-8

THIS ADJUSTABLE RATE RIDER is made this 27th day of November, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to Washington Mutual Bank, FA (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

438D NW 2ND COURT, COCONUT CREEK, FL 33066  
(Property Address)

THIS RIDER CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. MY MONTHLY PAYMENT INCREASES WILL HAVE LIMITS WHICH COULD RESULT IN THE PRINCIPAL AMOUNT I MUST REPAY BEING LARGER THAN THE AMOUNT I ORIGINALLY BORROWED, BUT NOT MORE THAN 125% OF THE ORIGINAL AMOUNT (OR \$ 202,500.00). MY INTEREST RATE CAN NEVER EXCEED THE LIMIT STATED IN THE NOTE AND RIDER. A BALLOON PAYMENT MAY BE DUE AT MATURITY.

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first payment due date set forth in Section 3 of the Note, I will pay interest at a yearly rate of 4.480 %. Thereafter until the first Change Date (as defined in Section 4 of the Note) I will pay interest at a yearly rate of 2.450 %. The interest rate I will pay will thereafter change in accordance with Section 4 of the Note.

Section 4 of the Note provides for changes in the interest rate and monthly payment as follows:

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**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the 1st day of January, 2003, and on that day every month thereafter. Each such day is called a "Change Date".

**(B) The Index**

On each Change Date, my interest rate will be based on an Index. The "Index" is the Twelve-Month Average, determined as set forth below, of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates (H.15)" (the "Monthly Yields"). The Twelve-Month Average is determined by adding together the Monthly Yields for the most recently available twelve months and dividing by 12.

The most recent Index figure available as of the date 15 days before each Change Date is called the "Current Index".

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

**(C) Interest Rate Change**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two & Three-Tenths percentage points 2.300% ("Margin") to Current Index. The Note Holder will then round the result of this addition to the nearest one thousandth of one percentage point (0.001%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date. In the event a new Index is selected, pursuant to paragraph 4(B), a new Margin will be determined. The new Margin will be the difference between the average of the old Index for the most recent three year period which ends on the last date the Index was available plus the Margin on the last date the old Index was available and the average of the new Index for the most recent three year period which ends on that date (or if not available for such three year period, for such time as it is available). The difference will be rounded to the next higher 1/8 of 1%.

**(D) Interest Rate Limit**

My interest rate will never be greater than 9.950% ("Cap"), except that following any sale or transfer of the property which secures repayment of this Note after the first interest rate Change Date, the maximum interest rate will be the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of such sale or transfer.

**(E) Payment Change Dates**

Effective every year commencing January 1, 2004, and on the same date each twelfth month thereafter ("Payment Change Date"), the Note Holder will determine the

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amount of the monthly payment that would be sufficient to repay the projected Principal balance I am expected to owe as of the Payment Change Date in full on the maturity date at the interest rate in effect 45 days prior to the Payment Change Date in substantially equal payments. The result of this calculation is the new amount of my monthly payment, subject to Section 4(F) below, and I will make payments in the new amount until the next Payment Change Date unless my payments are changed earlier under Section 4(H) of the Note.

**(F) Monthly Payment Limitations**

Unless Section 4(H) and 4(I) below apply, the amount of my new monthly payment, beginning with a Payment Change Date, will be limited to 7 1/2% more or less than the amount I have been paying. This payment cap applies only to the Principal Payment and does not apply to any escrow payments Lender may require under the Security Instrument.

**(G) Change in My Unpaid Principal Due to Negative Amortization or Accelerated Amortization**

Since my payment amount changes less frequently than the interest rate and since the monthly payment is subject to the payment limitations described in Section 4(F), my monthly payment could be less or greater than the amount of the interest portion of the monthly payment that would be sufficient to repay the unpaid Principal I owe at the monthly payment date in full on the maturity date in substantially equal payments. For each month that the monthly payment is less than the interest portion, the Note Holder will subtract the monthly payment from the amount of the interest portion and will add the difference to my unpaid Principal, and interest will accrue on the amount of this difference at the current interest rate. For each month that the monthly payment is greater than the interest portion, the Note Holder will apply the excess towards a Principal reduction of the Note.

**(H) Limit on My Unpaid Principal; Increased Monthly Payment**

My unpaid Principal can never exceed a maximum amount equal to 125% of the principal amount original borrowed. In the event my unpaid Principal would otherwise exceed that 125% limitation, I will begin paying a new monthly payment until the next Payment Change Date notwithstanding the 7 1/2% annual payment increase limitation. The new monthly payment will be an amount which would be sufficient to repay my then unpaid principal in full on the maturity date at my interest rate in effect the month prior to the payment due date in substantially equal payments.

**(I) Required Full Monthly Payment**

On the FIFTH anniversary of the due date of the first monthly payment, and on that same day every FIFTH year thereafter, the monthly payment will be adjusted without regard to the payment cap limitation in Section 4(F).

**(J) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in the amount of my

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monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

**(K) Failure to Make Adjustments**

If for any reason Note Holder fails to make an adjustment to the interest rate or payment amount as described in this Note, regardless of any notice requirement, I agree that Note Holder may, upon discovery of such failure, then make the adjustment as if they had been made on time. I also agree not to hold Note Holder responsible for any damages to me which may result from Note Holder's failure to make the adjustment and to let the Note Holder, at its option, apply any excess monies which I may have paid to partial prepayment of unpaid "Principal."

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

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

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser. If all or any part of the Property or any interest in the Property is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Agreement or other obligations related to the Note or other loan document is acceptable to Lender, (d) Assuming party executes Assumption Agreement acceptable to Lender at its sole choice and discretion, which Agreement may include an increase to Cap as set forth below and (d) payment of Assumption Fee if requested by Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption, and Lender may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the transfer. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the


03-2149-061800461-8

transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender has entered into a written assumption agreement with transferee and formally releases Borrower.

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

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider. Borrower agrees to execute any document necessary to reform this Agreement to accurately reflect the terms of the Agreement between Borrower and Beneficiary or if the original Note, Trust Deed or other document is lost, mutilated or destroyed.

  
\_\_\_\_\_  
JACQUELINE PROPER

  
\_\_\_\_\_  
MARK DONALD HUNT

# **Exhibit D**

The Final Judgment of Foreclosure entered  
into against Plaintiff in 2014.

\*\*\*\* FILED: BROWARD COUNTY, FL Howard C. Forman, CLERK 5/28/2014 10:34:32 AM.\*\*\*\*

<b>IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN &amp; FOR BROWARD COUNTY, FLORIDA</b>	<b>FOR CLERK'S USE ONLY</b>
Clerk Case Number: 2013-CA-012903 Division: Circuit Civil	
JPMorgan Chase Bank, National Association,  Plaintiff(s),	
vs.	
Jacqueline Proper and Mark Donald Hunt; Unknown Spouse of Jacqueline Proper; Unknown Spouse of Mark Donald Hunt; Unknown Parties in Possession #1, If living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s) who are not known to be dead or alive, whether said Unknown Parties may claim an interest as Spouse, Heirs, Devisees, Grantees, or Other Claimants; Unknown Parties in Possession #2, If living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s) who are not known to be dead or alive, whether said Unknown Parties may claim an interest as Spouse, Heirs, Devisees, Grantees, or Other Claimants	
Defendant(s).	
<b>FINAL JUDGMENT OF FORECLOSURE</b>	

**THIS** action was tried before the court. On the evidence presented,

**IT IS ORDERED AND ADJUDGED** that:

1. Plaintiff, JPMorgan Chase Bank, National Association is due:

Principal Due on Note and Mortgage  
Interest to the date of this Judgment

\$107,952.16  
\$4,176.94



Title Search Expenses	\$325.00
Taxes:	\$2,825.74
Attorney fees:	
The requested attorney's fee is a flat rate fee that the firm's client has agreed to pay in this matter. Given the Amount of fee requested and the labor expended, the Court finds that a lodestar analysis is not necessary and that the flat fee is reasonable.	\$2,250.00
Additionally based upon:	
Contested Fee 5 hrs at \$200.00 per hour	\$1,000.00
<b>Attorney Fee Total</b>	<b>\$3,250.00</b>
<b><u>Court Costs Now Taxed</u></b>	
Filing Fee/ Statutory Convenience Fee	\$969.00
Publication for Service	\$180.00
Private Process Server	\$976.20
<b>OTHER COSTS:</b>	
Pre-Acceleration Late Charges	\$136.72
Property Inspections	\$182.00
Appraisals	\$156.00
Hazard Insurance	\$3,400.00
Payments/Credits to Escrow	-\$692.82
Suspense Balance	(\$0.00)
<b>JUDGMENT GRAND TOTAL</b>	<b><u>\$123,836.94</u></b>

That shall bear interest at the prevailing statutory rate pursuant to F.S. §55.03.

2. Plaintiff holds a first mortgage lien for the total sum superior to all claims or estates of Defendant(s) on the following described property in Broward County, Florida:

Property Address: 4380 Northwest 2nd Court, Coconut Creek, FL 33066

a. Legal Description: LOT 5, BLOCK 28 OF COCONUT CREEK 8TH SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

b. Parcel ID No. 484232-08-0520

The aforesaid lien of the Plaintiff is prior, paramount and superior to all rights, claim, liens, interest, encumbrances and equities of the Defendants and all persons, firms or corporations claiming by, through or under said Defendants or any of them and the

property will be sold free and clear of all claims of said Defendants, with the exception of any assessments pursuant to Florida Statutes §§718.116 and 720.3085.

3. If the total sum with interest at the rate described in Paragraph 1 and all costs accrued subsequent to this judgment are not paid, the Clerk of Court shall sell the property at public sale on September 30, 2014 to the highest bidder for cash, except as set forth in Paragraph 5,  
WWW.BROWARD.REALFORECLOSE.COM AT 10:00 AM in accordance with § 45.031 Fla. Stat. (1995).
4. In addition, Plaintiff may assign the Judgment and credit bid by the filing of an Assignment without further order of this court. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If the plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.
5. On filing the certificate of title, the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

6. On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 (2010) or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.
7. This Court retains jurisdiction of this cause for the purpose of entering any and all further orders as may be necessary and proper including, without limitation, writs of possession and a deficiency judgment, if appropriate.
8. IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THIS FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN SIXTY (60) DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

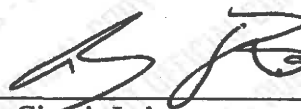
IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, HOWARD FORMAN, BROWARD COUNTY COURTHOUSE, 201 S.E. 6TH STREET, FT. LAUDERDALE, FL 33301, 954-831-6938, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY

WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT LEGAL AID SERVICE OF BROWARD COUNTY, INC, 491 NORTH STATE ROAD 7, PLANTATION, FL 33317, 954-765-8950 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT LEGAL AID SERVICE OF BROWARD COUNTY, INC, 491 NORTH STATE ROAD 7, PLANTATION, FL 33317, 954-765-8950 FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE

**DONE AND ORDERED** in Open Court in Broward County, Florida, this

28 day of MAY, 2014.



Circuit Judge

Copies furnished to:

SHAPIRO, FISHMAN & GACHÉ, LLP, 2424 North Federal Highway, Suite 360, Boca Raton, FL 33431

Jacqueline Proper, 55 Robinwood Dr, Clifton Park, NY 12065

Mark Donald Hunt, c/o Daniel J. Rose, Esq., 323 NE 6th Avenue, Delray Beach, FL 33483

Unknown Spouse of Jacqueline Proper, 4380 Northwest 2nd Court, Coconut Creek, FL 33066

Unknown Spouse of Mark Donald Hunt, 4380 Northwest 2nd Court, Coconut Creek, FL 33066

Unknown Parties in Possession #2, 4380 Northwest 2nd Court, Coconut Creek, FL 33066

Unknown Parties in Possession #1, 4380 Northwest 2nd Court, Coconut Creek, FL 33066

Jacqueline Proper, 55 Robinwood Dr, Clifton Park, NY 12065

Mark Donald Hunt, c/o Daniel J. Rose, Esq., 323 NE 6th Avenue, Delray Beach, FL  
33483

Unknown Spouse of Jacqueline Proper, 4380 Northwest 2nd Court, Coconut Creek, FL  
33066

Unknown Spouse of Mark Donald Hunt, 4380 Northwest 2nd Court, Coconut Creek, FL  
33066

Court Case Number: 2013-CA-012903  
13-258307 FC01 W50

# **Exhibit E**

Notice of Transfer of Servicing sent by JPMorgan in or around February 2015, when JPMorgan hired Defendant to service the subject loan and mortgage.

Chase  
P.O. Box 183210  
Columbus, OH 43218-3210



**Notice of Assignment, Sale or  
Transfer of Servicing Rights**

2/26/2015

JACQUELINE PROPER  
MARK DONALD HUNT  
C/O DANIEL ROSE ESQ  
323 NE 6TH AVE  
DELRAY BEACH, FL 33483

**Chase loan number: 618004618**

Dear Jacqueline Proper and Mark Donald Hunt:

We're writing to let you know that the servicing of your mortgage loan will transfer from Chase to Caliber Home Loans, Inc. (Caliber), effective 3/16/2015.

The servicing of your mortgage loan includes:

- Collecting and processing your payments.
- Sending account statements and annual tax forms.
- Notifying you of account-related issues and updates.

This transfer doesn't affect any of the terms of your loan, other than the terms directly related to the servicing of your loan.

**Here's what this means to you**

On or after 3/16/2015:

- Your account number will change. Caliber will send you a letter with your new account number.
- You'll send your mortgage payments to your new servicer.
- You'll contact your new servicer for any questions about your account.

(Over, please)



**Here's payment and contact information**

	<b>Before 3/16/2015</b>	<b>On or after 3/16/2015</b>
<b>Send payments to:</b>	Chase P.O. Box 78420 Phoenix, AZ 85062-8116	Caliber Home Loans, Inc. P.O. Box 650856 Dallas, TX 75265-0856
<b>Contact for questions:</b>	Chase Customer Service Center 1-800-848-9136 1-800-582-0542 TTY Mon-Fri 8 a.m. to 12 a.m. ET Saturday 8 a.m. to 8 p.m. ET	Caliber Home Loans, Inc. Customer Service 1-800-570-6768(Toll Free) Mon-Thurs. 8 a.m. to 9 p.m. CST Friday 8 a.m. to 7 P.m. CST
<b>Send written correspondence to:</b>	Chase Attn: Customer Support Mail Code OH4-7302 P.O. Box 24696 Columbus, OH 43224-0696	Regular mail: Caliber Home Loans, Inc. P.O. Box 24610 Oklahoma City, OK 73134

On or after 3/16/2015, Chase will no longer accept your payments. You should start sending your payments to Caliber, which will begin accepting payments at that time.

If your monthly payment is automatically deducted from your bank account through automatic mortgage payments, this service will be canceled as of the effective date. You can call your new servicer and ask if they offer a similar service.

Caliber will send you a letter with more information within 15 days after the effective transfer date. If you have any questions before 3/16/2015, please call us at one of the toll-free numbers below.

Sincerely,

Chase  
1-800-848-9136  
1-800-582-0542 TTY  
www.chase.com

**Please see the additional information, frequently asked questions and important legal information on the next pages.**





## Additional Information

### Monthly service fee on linked checking accounts

If you linked your mortgage loan to a Chase checking account to help avoid a monthly service fee, your mortgage will no longer be linked after the transfer. However, as a courtesy, we'll continue to waive your monthly service fee on the linked account and let you know before there are any changes to this benefit in the future. Please contact your Personal Banker if you have any questions.

### Year-end tax statement

You may receive two year-end tax statements; one from Chase and one from Caliber. The statement from Chase will show the mortgage interest and taxes paid for the period of time that we serviced your loan. The statement from Caliber will show the interest and taxes paid for the period of time that they serviced your loan. For tax purposes, add the amounts on both statements to get the total interest and taxes paid for the year.

### Bill-payment service or Military allotment

If you make automatic payments through your bank or an online bill-payment service (such as Equity Accelerator Service®), chase.com, another bank's bill-payment service or Military allotment, you must let your provider know that Caliber is your new servicer as soon as you receive their transfer letter and give them the following information:

- The new loan number (which your new servicer will send you)
- The new servicer's full legal name (listed in this letter)
- The new servicer's payment mailing address (listed in this letter)

### Optional insurance products

Optional insurance products, such as mortgage life, disability and accidental death insurance, will not transfer to the new servicer. Please contact your optional services provider to discuss your alternatives.

### Financial counseling

If you've accepted an offer of financial counseling with the Homeownership Preservation Foundation, the transfer of your loan doesn't affect your ability to continue working with your current financial counselor.

If you haven't yet accepted an offer of financial counseling with the Homeownership Preservation Foundation by the effective date of the transfer, you should schedule an appointment with them by this date or the offer of financial counseling provided by Chase may expire.



## Frequently Asked Questions

### **Why is the servicing of my loan being transferred?**

Another bank or financial institution (the new servicer) has purchased the servicing of your loan from us. Transferring the servicing of mortgage loans is a normal business practice.

### **Is my loan changing?**

No, this transfer doesn't affect the terms and conditions of your existing loan. Your payment amount, due date and loan term will remain the same.

### **I'm in the middle of a loan modification. Will my modification be completed first?**

No, your new servicer will continue the modification process of your loan. For more information about your current modification status, please call your dedicated Customer Assistance Specialist.

### **When should I begin making payments to my new servicer?**

As of the effective transfer date listed in this letter, Chase can no longer accept or process your loan payments. Any payments we receive after this date will be forwarded to your new servicer for up to 60 days.

If you mail your payments or make your payments online, and:

- Your payment due date falls **before** the effective date, please send the payment to us.
- Your payment due date falls **on or after** the effective date, please send the payment to your new servicer.

Please refer to the payment and contact information section in this letter for payment addresses and additional payment information.

### **I currently have paperless statements. Can I continue to receive statements electronically?**

Please contact your new servicer's customer service department listed in this letter for information on paperless statements.

### **What will happen to my escrow account?**

Your escrow account isn't changing—the new servicer will maintain your escrow account.

### **Do I need to notify my insurance company about this change?**

No, we'll notify your insurance company that the servicing of your loan is being transferred.



### Important Legal Information

#### **Real Estate Settlement Procedures Act (RESPA)**

Under federal law, during the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Federal law gives you certain consumer rights. If you send a notice of error, information request or qualified written request to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 5 business days of receipt of your request and provide the information requested, correct any errors or explain why no error occurred within 30 business days. If you want to send a notice of error, information request or qualified written request to Chase regarding the servicing of your loan, it must be sent to our exclusive address for Qualified Written Requests, Notices of Error and Information Requests at Chase, P.O. Box 183166, Columbus, Ohio 43218-3166.



# Exhibit F

Defendant's own contradictory Notice of Sale of Ownership of Mortgage Loan (*hereinafter* "Defendant's NoS"), stating that Defendant was actually the owner of the note and mortgage and specifically stated that Defendant was "**NOT YOUR SERVICER**" and directed Plaintiff to send all payments to JPMorgan.

RETURN SERVICE ONLY  
Please do not send mail to this address  
P.O. Box 619063  
Dallas, TX 75261-9063

0-759-62438-0000395-001-000-000-000-000

PROPER JACQUELINE  
HUNT MARK DONALD  
323 NE 6TH AVE  
DELRAY BEACH FL 33483-5516

## NOTICE OF SALE OF OWNERSHIP OF MORTGAGE LOAN

The purpose of this letter is to inform you that your mortgage loan (described below) has been sold to LSF9 Master Participation Trust (hereinafter "Us," "We", "Our", or "Lender"). By law we are required to inform you that your loan has been sold to Us.

### LOAN INFORMATION

Date of Loan: November 27, 2002  
Account Number: 9803988485  
Original Amount of Loan: \$162,000.00  
Date Ownership Transferred to Us: February 13, 2015  
Address of Mortgaged Property: 4380 NW 2ND CT, COCONUT CREEK FL 33066

### OUR INFORMATION (OWNER ONLY, NOT YOUR SERVICER)

Name: LSF9 Master Participation Trust  
Mailing Address (not for payments): c/o Caliber Home Loans, Inc., 13801 Wireless Way, Oklahoma City, OK 73134  
Telephone Number (Toll free): 1-888-248-5075

**NOTE: We are not the Servicer of your loan.**

The Servicer of your loan, identified below, is authorized to act and receive notices on our behalf, answer any questions about your loan, and collect your mortgage payments. **Should you have any questions regarding your loan, please contact the Servicer using the contact information below.** The Servicer will respond to inquiries and requests regarding your loan.

**Please continue to send your mortgage payments as directed by the Servicer, and NOT to Us. Payments sent to Us instead of the Servicer may result in late charges on your loan and your mortgage loan becoming past due. If you send your mortgage payments to Us rather than the Servicer, neither We nor the Servicer will be responsible for late charges or other consequences. If the servicing of your mortgage loan is transferred, you will receive a separate notice as required by applicable law.**

### SERVICER INFORMATION

Name: JPMorgan Chase (Chase)  
Mailing Address: P.O. Box 78420, Phoenix, AZ 85062  
Telephone Number (Toll free): 800-848-9136

The transfer of the lien associated with your loan is currently recorded, or in the future may be recorded, in the public records of the local County Recorder's office for the county where your property is located. If checked , ownership of your loan may also be recorded on the registry of the Mortgage Electronic Registrations System at 1818 Library Street, Suite 300, Reston, VA 20190.

### Partial Payment Policy

- A) If you make a monthly payment that is less than the full amount due that is called a Partial Payment. Lender may accept Partial Payments and require the Servicer to apply them to your loan.
- B) If you make a monthly payment that is less than the full amount due that is called a Partial Payment. Lender may require the Servicer to hold them in a separate account until you pay the rest of the payment, and then apply the full payment to your loan.
- C) If you make a monthly payment that is less than the full amount due that is called a Partial Payment. We do not allow the Servicer of your loan to accept Partial Payments on our behalf.
- D) If your loan is sold, the new Owner or Lender may have a different partial payment policy.

Thank you for your attention to this matter.

LSF9 Master Participation Trust

# **Exhibit G**

Assignment of Mortgage from JPMorgan to  
Defendant in or around March 2015.

After recording please return to:  
PEIRSONPATTERSON, LLP  
ATTN: RECORDING DEPT.  
13750 OMEGA ROAD  
DALLAS, TX 75244-4505

This document prepared by:  
PEIRSONPATTERSON, LLP  
WILLIAM H. PEIRSON  
13750 OMEGA ROAD  
DALLAS, TX 75244-4505

Tax Parcel ID No.: 484232080520

\_\_\_\_\_  
[Space Above This Line For Recording Data]

Loan No.: 0618004618

## FLORIDA ASSIGNMENT OF MORTGAGE

For Value Received, JPMorgan Chase Bank, National Association, the undersigned holder of a Mortgage (herein "Assignor") does hereby grant, sell, assign, transfer and convey, unto U.S. Bank Trust, N.A., as Trustee for LSF9 Master Participation Trust, (herein "Assignee"), whose address is 2711 N Haskell Ave, Suite 1700, Dallas, TX 75204, a certain Mortgage dated November 27, 2002 and recorded on December 3, 2002, made and executed by JACQUELINE PROPER AND MARK DONALD HUNT to and in favor of WASHINGTON MUTUAL BANK, FA, A FEDERAL ASSOCIATION, upon the following described property situated in BROWARD County, State of Florida:

Property Address: 4380 NW 2ND COURT, COCONUT CREEK, FL 33066

**LOT 5, BLOCK 28, OF COCONUT CREEK 8TH SECTION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 66, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

such Mortgage having been given to secure payment of **One Hundred Sixty Two Thousand and 00/100ths (\$162,000.00)**, which Mortgage is of record in Book, Volume or Liber No. 34185, at Page 977-997 (or as No. 102453257), in the Recorder's Office of BROWARD County, State of Florida.

TO HAVE AND TO HOLD, the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.



IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on 3-27-15.

Witnesses:

[Signature]  
Name Janelle Watson

[Signature]  
Name Charlotte Russ

Assignor:  
JPMorgan Chase Bank, National Association

By: [Signature]  
Jenny Burrell

Its: VICE PRESIDENT

ACKNOWLEDGMENT

State of Louisiana

Parish of Ouachita

§  
§  
§

On this 27 day of Mar. 2015, before me appeared Jenny Burrell to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the VICE PRESIDENT of JPMorgan Chase Bank, National Association, and that the seal affixed to said instrument is the corporate seal of said entity and that the instrument was signed and sealed on behalf of the said entity by authority of its board of directors and that Jenny Burrell acknowledged the instrument to be the free act and deed of the said entity.



[Signature]  
Signature of Person Taking Acknowledgment  
Angela Ruth Payne

Name Type, Printed or Stamped  
Notary Public

Title and Rank

Serial Number, if any: NA

My Commission Expires: Lifetime

(Seal)

ANGELA RUTH PAYNE  
OUACHITA PARISH, LOUISIANA  
LIFETIME COMMISSION  
NOTARY ID # 60422





# Exhibit H

The Satisfaction of Judgment by the Clerk of the Circuit Court or “Satisfaction of Judgment” or “SoJ” recorded on June 22, 2015, showing Plaintiff paid the Judgement Grand Total of \$123,836.94, plus interest of \$6,218.99, for a total of \$130,055.93, “in full satisfaction of said Judgment”, by depositing \$130,055.93 in the registry of the court, fully satisfying, and releasing Plaintiff from personally liability under, the loan and mortgage.

13-258307 CH  
RECEIVED  
JUN 29 2015  
By KD

In the Circuit Court of the Seventeenth Judicial Circuit  
In and for Broward County, Florida

JPMorgan Chase Bank, National Association  
Plaintiff

Case No: CACE-13-012903

vs.

Judge: Lynn Rosenthal  
Division: 11

Jacqueline Proper, et al  
Defendant

Satisfaction of Judgment by the Clerk of the Circuit Court  
Pursuant Section 55.141, Fla. Stat.

I, Howard C. Forman, Clerk of the Circuit & County Courts of the State of Florida, do hereby certify that I have received from Mark Hunt, hereby the sum of \$ 123,836.94, representing the amount of that certain Final Judgment entered against said defendant in the above style court on 05/28/2014 recorded in the official record books in and for Broward County Florida, together with court costs in the sum of \$ none, and interest from the date of said Judgment to the date hereof in the sum of \$ 6,218.99 in full satisfaction of said Judgment.

I further certify that the total amount of said Judgment, together with interest and costs, has this day been deposited in the registry of the court.

In witness whereof, I have hereunto set hand and official seal this June 22, 2015.


Howard C. Forman  
Clerk of Courts

By:   
Deputy Clerk, Idrees Khal



Court Registry Room 232  
201 SE 6<sup>th</sup> Street  
Ft. Lauderdale, FL 33301

Copies Furnished:  
Shapiro, Fishman, & Gache, LLP

STATE OF FLORIDA  
BROWARD COUNTY  
I DO HEREBY CERTIFY that the foregoing is a true and correct copy of the original as it appears on record and the true copy of the original as it appears on record in the Court of Broward County, Florida.  
Witness my hand and official seal at Fort Lauderdale, Florida this 22<sup>nd</sup> day of June 2015.  
  
Deputy Clerk

14:41:17 Mon Jun 22, 2015

CRSATIC  
CCIMK11

HOWARD C FORMAN, Clerk of the Court  
COURT REGISTRY  
CLERK SATISFACTION CALCULATION

6/22/15  
14:40:26

Amount of Judgment:	<u>123,836.94</u>	Total Amt of Judgment:	123,836.94
Court Costs:	<u>.00</u>	Post Judgment Interest:	6,218.99
Date of Judgment:	<u>5/28/2014</u> (mddyymm)	Subtotal:	130,055.93
Pay off Date:	<u>6/22/2015</u>	Clerk Fees:	1,959.00
Rate of Interest:	<u>4.750</u> %	Total Amount due:	132,014.93

Interest per day: 15.9461265 \$

F3= Exit      F5= Refresh      F2=Modify      Enter= Calculate

# **Exhibit I**

The docket of the foreclosure case filed against Plaintiff in May of 2013.

### Case Detail

Broward County Case Number: <b>CACE13012903</b>	State Reporting Number: <b>062013CA012903AXXXCE</b>
Court Type: <b>Civil Division - Circuit Court</b>	Case Type: <b>Real Prop Homestead Res Fore - &gt;\$50K - &lt;\$250,000</b>
Incident Date: <b>N/A</b>	Filing Date: <b>05/21/2013</b>
Court Location: <b>Central Courthouse</b>	Case Status: <b>Disposition Entered</b>
Magistrate ID / Name: <b>N/A</b>	Judge ID / Name: <b>11 Judge(s), Senior</b>

Style: **JPMorgan Chase Bank, National Association Plaintiff vs. Jacqueline Proper, et al Defendant**

Party(ies)	Disposition(s)	Event(s)
------------	----------------	----------

[+] Expand All [-] Collapse All Document Options:  Viewable  Confidential

[-] Party Detail

Party Type	Party Name	Address (Per AOSC15-18, the Court hereby adopts the Standards for Access to Electronic Court Records and Access Security Matrix, as amended by the Court, to supersede the restrictions imposed by AOSC07-49.)	Attorneys / Address * Denotes Lead Attorney (Per FL Bar Rule 1-3.3, the most current attorney contact information can be found on the Florida Bar website.)
Plaintiff	JPMorgan Chase Bank, National Association		
Defendant	Hunt, Mark Donald		* Rose, Daniel J, ESQ. Retained 323 NE 6 AVE Delray Beach, FL 33483
Defendant	Proper, Jacqueline		

[-] Disposition Detail

Date	Statistical Closure(s)
05/28/2014	Disposed by Non-Jury Trial

View	Date	Disposition(s)	Pages
<input type="checkbox"/>	06/22/2015	<b>Satisfaction of Judgment</b> Comment (by the Clerk of the Circuit Court Pursuant Section 55.141, Fla. Stat.) Vol./Book 0 , Page 0, 1 pages Instrument Number 113064895	1
<input checked="" type="checkbox"/>	05/28/2014	<b>Final Judgment of Foreclosure</b> Vol./Book 50815 , Page 559, 6 pages Instrument Number 112316750	6

[-] Events, Hearings, Documents and Orders of the Court

View	Date	Description	Additional Text	Pages
<input type="checkbox"/>	08/14/2015	<b>Check Paid</b>	to JP Morgan Chase Bank NA per clk satisfaction (\$130,055.93) mailed to Shapiro Fishman & Gache LLP	
<input type="checkbox"/>	07/24/2015	<b>Letter/Answer</b>	Requesting Funds to be Disbursed from Clerk's Satisfaction dated 6/22/2015	2
	06/23/2015	<b>Foreclosure Sale</b>	<b>CANCELED Cancelled</b> Hearing Time: 10:00 AM Not Applicable, , , Location: On-line @ www.broward.realforeclose.com	
	06/22/2015	<b>Clerk's Satisfaction</b>	Payor: MARK DONALD HUNT ; Userid: CTS-ikhan ; Receipt: 20151YE1I000671; Comments: FS 55.141 JGMT DTD 5/28/14 ; Amount: \$130,055.93	
	06/22/2015	<b>Court Registry Clerk's Fee</b>	Payor: MARK DONALD HUNT ; Userid: CTS-ikhan ; Receipt: 20151YE1I000671; Comments: FS 55.141 JGMT DTD 5/28/14 ; Amount: \$1,959.00	
<input checked="" type="checkbox"/>	06/22/2015	<b>Notice of Filing</b>		4

			Attorney's Affidavit of Post Judgment Advances Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	
	06/22/2015	Satisfaction of Judgment		
	06/19/2015	Reopen Case Billed	emergency motion to cancel sale	
	06/18/2015	Emergency Motion	Party: <i>Attorney</i> Rose, Daniel J, ESQ.	
	05/20/2015	Proof of Publication	Party: <i>Defendant</i> Hunt, Mark Donald	8
	04/29/2015	Notice of Sale - Issued by Attorney	10AM on June'23, 2015	2
	03/31/2015	Foreclosure Sale	Sale Date 06/23/2015	4
	03/31/2015	Foreclosure Sale	CANCELED Per Order Hearing Time: 10:00 AM Not Applicable, , , Location: On-line @ www.broward.realforeclose.com	
	03/26/2015	Notice of Sale to be Issued by Attorney	NO FURTHER CANCELLATIONS	
	03/24/2015	Ord Canceling/Rescheduling Clerk's Fclsre Sale		2
	03/19/2015	Notice of Hearing	ROOM 518/519, 8:45 AM 03/24/15	3
	03/16/2015	Motion to Cancel Foreclosure Sale	Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	5
	03/16/2015	Re-open Fee	Payor: BARRY FISHMAN ; Userid: CTS-fg/t ; Receipt: 20151FA1A036006 ; ; Amount: \$50.00	
	03/10/2015	Proof of Publication	SALE DATE 03/31/2015 AT 10 AM	2
	02/17/2015	Notice of Sale - Issued by Attorney	Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	3
	01/30/2015	Notice of Sale to be Issued by Attorney		
	01/29/2015	Foreclosure Sale	CANCELED Per Order Hearing Time: 10:00 AM Not Applicable, , , Location: On-line @ www.broward.realforeclose.com	
	01/28/2015	Foreclosure Sale Fee	Payor: Celeste Vilonna ; Userid: CTS- ; Receipt: 20151RA1A002079 ; ; Amount: \$70.00	
	01/28/2015	Ord Canceling/Rescheduling Clerk's Fclsre Sale		1
	01/28/2015	Report	AND RECOMMENDATION OF MAGISTRATE/Sale Cancelled 1/29/15 & Reschedule 3/31/15 due to possible pay off	4
	01/23/2015	Motion to Cancel Foreclosure Sale	ON JANUARY 29,2015 Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	2
	01/23/2015	Re-open Fee	Payor: BARRY FISHMAN ; Userid: CTS-fg/t ; Receipt: 20151FA1A009414 ; ; Amount: \$50.00	
	01/23/2015	Notice of Hearing	on January 29,2015 room 8:45am room 518/519	3
	01/22/2015	Proof of Publication		2
	12/30/2014	Notice of Sale - Issued by Attorney	SALE DATE OF January, 2015	4
	12/01/2014	Ord Canceling/Rescheduling Clerk's Fclsre Sale		2
	11/26/2014	Foreclosure Sale	CANCELED Per Order Hearing Time: 10:00 AM Not Applicable, , , Location: On-line @ www.broward.realforeclose.com	
	11/25/2014	Reopen Case Billed	Motion to postpone foreclosure sale set for November 26,2014 Party: <i>Attorney</i> Rose, Daniel J, ESQ. Amount: \$50.00	
	11/25/2014	Notice of Sale to be Issued by Attorney		
	11/25/2014	Report & Recommendation of Special Magistrate		3

	11/25/2014	Waiver		1
	11/20/2014	Notice of Hearing	11/25/14 @ 8:45 AM RM 519	1
	11/20/2014	Motion to Cancel & Reschedule Foreclosure Sale	Party: Defendant Hunt, Mark Donald	1
	11/14/2014	Foreclosure Sale Fee	Payor: Celeste Vilonna ; Userid: CTS- ; Receipt: 20141RA1A029185; ; Amount: \$70.00	
	11/14/2014	Proof of Publication	SALE DATE : 11-26-2014 @ 10 A.M.	1
	10/22/2014	Notice of Sale - Issued by Attorney		3
	09/30/2014	Foreclosure Sale	CANCELED Per Order Hearing Time: 10:00 AM Not Applicable, , Location: On-line @ www.broward.realforeclose.com	
	09/26/2014	Notice of Sale to be Issued by Attorney		
	09/24/2014	Waiver	WAIVER Party: Defendant Hunt, Mark Donald	1
	09/24/2014	Report	RECOMMENDATION OF MAGISTRATE	3
	09/24/2014	Ord Canceling/Rescheduling Clerk's Fclsre Sale		2
	09/21/2014	Motion	TO POSTPONE FORECLOSURE SALE SET FOR SEPTEMBER 30, 2014 Party: Defendant Hunt, Mark Donald	2
	09/21/2014	Notice of Hearing	September 24, 2014 at 8:45 a.m. RM 519	2
	09/16/2014	Foreclosure Sale Fee	Payor: Celeste Vilonna ; Userid: CTS- ; Receipt: 20141RA1A023974; ; Amount: \$70.00	
	09/15/2014	Proof of Publication	SALE DATE 9/30/14	1
	08/27/2014	Notice of Sale - Issued by Attorney	Party: Plaintiff JPMorgan Chase Bank, National Association	4
	05/29/2014	Notice of Sale to be Issued by Attorney		
	05/29/2014	Notice of Filing	1.) AFFIDAVIT OF PL'S COUNSEL / 2.) AFFIDAVIT OF COSTS /LEE WATSON ,ESQ.	8
	05/29/2014	Foreclosure Form		2
	05/29/2014	Final Disposition Form	DISPOSED BY NON-JURY TRIAL / TRACY STARASOLER, ESQ.	1
	05/28/2014	Not of Filing Original Note & Mortgage		30
	05/28/2014	Final Judgment of Foreclosure		
	04/15/2014	Amended Witness List	(2ND AMENDED) Party: Plaintiff JPMorgan Chase Bank, National Association	3
	04/09/2014	Notice of Filing	Affidavit in Response to Affirmative Defenses Party: Plaintiff JPMorgan Chase Bank, National Association	48
	04/01/2014	Exhibit List	AND INTENT TO USE SUMMARY Party: Plaintiff JPMorgan Chase Bank, National Association	3
	04/01/2014	Witness List	Party: Plaintiff JPMorgan Chase Bank, National Association	3
	04/01/2014	Notice of Service	Party: Plaintiff JPMorgan Chase Bank, National Association	5
	04/01/2014	Amended Witness List	Party: Plaintiff JPMorgan Chase Bank, National Association	3
	03/27/2014	Ord Setting Non-Jury Trial	5/28/14 @ 9:00AM RM 518	2
	03/24/2014	Ord Setting Non-Jury Trial	AND PRETRIAL PROCEDURES; ROOM 510 @ 9:00 AM ON MAY 28, 2014	3
	02/27/2014	Notice of Filing	Order to Show Cause for Entry of Final Judgment on 3/24/14 at 1:30pm Judge Perlman Party: Plaintiff JPMorgan Chase Bank, National Association	11
	02/21/2014	Order to Show Cause	HRG SET FOR MAR. 24, 2014 AT 1:30PM	4
	02/14/2014	Response to Request for Production		74

			(1st Request) Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	
	02/04/2014	<b>Motion for Extension of Time</b>	TO RESPOND TO DEFENDANT'S, MARK DONALD HUNT, REQUEST FOR PRODUCTION Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	7
	01/30/2014	<b>Answer &amp; Affirmative Defenses</b>	Party: <i>Defendant</i> Hunt, Mark Donald	2
	01/30/2014	<b>Request for Production</b>	FIRST REQUEST FOR PRODUCTION OF DOCUMENTS Party: <i>Defendant</i> Hunt, Mark Donald	5
	01/28/2014	<b>Affidavit of Costs</b>	Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	2
	01/28/2014	<b>Affidavit of Amounts Due</b>	Paul E Burrier	4
	01/28/2014	<b>Notice of Filing</b>	Affidavit of Costs & Affidavit of Indebtedness Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	2
	01/28/2014	<b>Exhibit List</b>	Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	51
	01/14/2014	<b>Order</b>	UPON PLAINTIFF'S MOTION FOR JUDICIAL DEFAULT/GRANTED BASED ON THE DEFENDANT JACQUELINE PROPER	2
	01/07/2014	<b>Motion for Default &amp; Default</b>	AGAINST , UNKNOWN SPOUSE OF MARK DONALD HUNT , UNKNOWN PARTIES IN POSSESSION # 1 , UNKNOWN PARTIES IN POSSESSION # 2	2
	01/07/2014	<b>Motion for Default</b>	MOTION FOR JUDICIAL DEFAULT Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	3
	01/07/2014	<b>Notice of Dropping Parties- Generic</b>	THE UNKNOWN SPOUSE OF JACQUELINE PROPER	2
	11/06/2013	<b>Notice of Hearing</b>	1:30 PM, on January 14, 2014, 5th fl	6
	11/01/2013	<b>Notice of Filing</b>	Affidavit of Non-Military Service Party: <i>Plaintiff</i> JPMorgan Chase Bank, National Association	8
	10/30/2013	<b>Summons Returned Served</b>	July 1, 2013 Party: <i>Defendant</i> Proper, Jacqueline	2
	10/30/2013	<b>Summons Returned Unserved</b>	UNKNOWN SPOUSE OF JACQUELINE PROPER	2
	10/30/2013	<b>Summons Returned Unserved</b>	Party: <i>Defendant</i> Hunt, Mark Donald	2
	10/30/2013	<b>Summons Returned Unserved</b>	UNKNOWN SPOUSE OF MARK DONALD HUNT	2
	10/30/2013	<b>Summons Returned Unserved</b>	UNKNOWN PARTIES IN POSSESSION #1	2
	10/30/2013	<b>Summons Returned Unserved</b>	UNKNOWN PARTIES IN POSSESSION #2	2
	08/15/2013	<b>Proof of Publication</b>	On or before 30 days from the first date of publication/ Mark Donald ,Unknown spouse of Mark Donald , Unknown Parties in Possession # 1 , Unknown Parties in Possession # 2	1
	07/26/2013	<b>Affidavit in Support</b>		11
	07/26/2013	<b>Affidavit in Support</b>	OF CONSTRUCTIVE SERVICE OF PROCESS	11
	07/26/2013	<b>Affidavit in Support</b>	OF CONSTRUCTIVE SERVICE OF PROCESS	4
	07/26/2013	<b>Affidavit in Support</b>	OF CONSTRUCTIVE SERVICE OF PROCESS	4
	07/24/2013	<b>Copies Mailed</b>	UNKNOWN SPOUSE OF MARK DONALD HUNT, UNKNOWN PARTIES IN POSSESSION 1, UNKNOWN PARTIES IN POSSESSION 2 Party: <i>Defendant</i> Hunt, Mark Donald	
	07/24/2013	<b>Copy to Daily Business Review</b>		
	07/24/2013	<b>Notice of Action</b>	return date within 30 days re: Mark Donald Hunt, unknown spouse of Mark Donald Hunt, Unknown parties in possession #1 and #2 residence unknown etc	3
	07/22/2013	<b>Affidavit of Constructive Service of Process</b>	on unknown spouse of Mark Donald Hunt	11
	07/22/2013	<b>Affidavit of Constructive Service of Process</b>	on Unknown parties in possession #2	4
	07/22/2013	<b>Affidavit of Constructive Service of Process</b>	on Unknown parties in possession #1	4
	07/22/2013		on Mark Donald Hunt	11



Affidavit of Constructive Service of Process				
	07/18/2013	Letter/Answer	Party: Defendant Proper, Jacqueline	1
	06/08/2013	Filing Fee Paid	Payor: BARRY FISHMAN ; Userid: CTS-fg/t ; Receipt: 20131FA1A019051 ; ; Amount: \$906.00	
	06/08/2013	Summons Issued Fee	Payor: BARRY FISHMAN ; Userid: CTS-fg/t ; Receipt: 20131FA1A019051 ; ; Amount: \$10.00	
	06/08/2013	Summons Issued Fee	Payor: BARRY FISHMAN ; Userid: CTS-fg/t ; Receipt: 20131FA1A019051 ; ; Amount: \$10.00	
	06/08/2013	Summons Issued Fee	Payor: BARRY FISHMAN ; Userid: CTS-fg/t ; Receipt: 20131FA1A019051 ; ; Amount: \$10.00	
	06/08/2013	Summons Issued Fee	Payor: BARRY FISHMAN ; Userid: CTS-fg/t ; Receipt: 20131FA1A019051 ; ; Amount: \$10.00	
	06/08/2013	Summons Issued Fee	Payor: BARRY FISHMAN ; Userid: CTS-fg/t ; Receipt: 20131FA1A019051 ; ; Amount: \$10.00	
	06/08/2013	Summons Issued Fee	Payor: BARRY FISHMAN ; Userid: CTS-fg/t ; Receipt: 20131FA1A019051 ; ; Amount: \$10.00	
	05/21/2013	Civil Cover Sheet		2
	05/21/2013	Complaint (eFiled)	Party: Plaintiff JPMorgan Chase Bank, National Association	36
	05/21/2013	Lis Pendens	Fid & Rec	2
	05/21/2013	Value Claim Form		1
	05/21/2013	eSummons Issuance	JACQUELINE PROPER	5
	05/21/2013	eSummons Issuance	MARK DONALD HUNT	5
	05/21/2013	eSummons Issuance	UNKNOWN SPOUSE OF JACQUELINE PROPER	5
	05/21/2013	eSummons Issuance	UNKNOWN SPOUSE OF MARK DONALD HUNT	5
	05/21/2013	eSummons Issuance	UNKNOWN PARTIES IN POSSESSION #1	5
	05/21/2013	eSummons Issuance		5

Perform Another Search    Back

# Exhibit J

Credit reports showing Defendant furnished inaccurate information to various consumer reporting agencies (*hereinafter* “CRAs”), including the falsehood that Plaintiff was 120 days late or more on a monthly installment of a mortgage and loan being serviced and/or owned by Defendant as shown in Plaintiff’s consumer credit reports from Experian Information Solutions, Inc. (*hereinafter* “Experian), Equifax Information Services, LLC (*hereinafter* “Equifax”), and Trans Union, LLC (*hereinafter* “Trans Union”).



These inquiries are made by companies with whom you have applied for a loan or credit in the past two years.  
[Learn More](#)

**NONE REPORTED** Your most recent credit report shows no records for this category.

## ▼ Accounts

[How to dispute](#)

### Real Estate

Account Name	Balance	Balance Date	Monthly Payment	Term
> CALIBER		08/26/2015	\$1315	360
> CHASE MTG		03/16/2015	\$1316	360

### Revolving

Account Name	Balance	Balance Date	Monthly Payment	Term
▼ DISCOVERBANK	\$6445	07/31/2012		0

Account Details
Payment Status

Account Number      60112088\*\*\*\*

Late payments, collections and public records can have a negative impact on your credit standing. The more severe they are and the more recent they are, the more negative the potential impact.

	Equifax	TransUnion	Experian
<b>Public Records</b>	0	0	0
<b>Negative Accounts</b>	5	6	9
<b>Collections</b>	1	0	0

### Mortgage Accounts

Mortgage accounts include first mortgages, home equity loans, and any other loans secured by real estate you own.

#### Closed Accounts

CALIBER HOME LOANS INC.

	Equifax	TransUnion	Experian
<b>Account Type:</b>	<b>Mortgage</b>	<b>Mortgage</b>	<b>Mortgage</b>
<b>Account Number:</b>	980398XXXX	980398XXXX	980398XXXX
<b>Payment Responsibility:</b>	Joint Contractual Liability	Joint Contractual Liability	Joint Contractual Liability
<b>Date Opened:</b>	11/2002	11/2002	11/2002
<b>Balance Date:</b>	08/2015	08/2015	08/2015
<b>Balance Amount:</b>	\$0	\$0	
<b>Monthly Payment:</b>			
<b>High/Limit:</b>	\$162,000	\$162,000	\$162,000
<b>Account Status:</b>	Late Over 120 Days	Late Over 120 Days	Late Over 120 Days
<b>Past Due Amount:</b>	\$0	\$0	\$0
<b>Comments:</b>	LAST REPORTED DELINQUENCIES: 07/2015=M5,06/2015=M5 CLOSED OR PAID ACCOUNT/ZERO BALANCE REAL ESTATE MORTGAGE	LAST REPORTED DELINQUENCIES: 07/2015=M5,06/2015=M5 CLOSED	ACCOUNT DELINQUENT 180 DAYS PAST DUE DATE PAID LAST REPORTED DELINQUENCIES: 06/2015=M6 LAST PAID: 08/2015

#### CALIBER HOME LOANS INC.

13801 Wireless Way  
Oklahoma City, OK-731342500  
(800) 401-6587

#### 24-Month Payment History

Equifax																							
120	120	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*	*
Jul 15	Jun 15	May 15	Apr 15	Mar 15	Feb 15	Jan 15	Dec 14	Nov 14	Oct 14	Sep 14	Aug 14	Jul 14	Jun 14	May 14	Apr 14	Mar 14	Feb 14	Jan 14	Dec 13	Nov 13	Oct 13	Sep 13	Aug 13

TransUnion																								
120	120	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
Jul 15	Jun 15	May 15	Apr 15	Mar 15	Feb 15	Jan 15	Dec 14	Nov 14	Oct 14	Sep 14	Aug 14	Jul 14	Jun 14	May 14	Apr 14	Mar 14	Feb 14	Jan 14	Dec 13	Nov 13	Oct 13	Sep 13	Aug 13	

Experian																								
120	120	120	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
Aug 15	Jul 15	Jun 15	May 15	Apr 15	Mar 15	Feb 15	Jan 15	Dec 14	Nov 14	Oct 14	Sep 14	Aug 14	Jul 14	Jun 14	May 14	Apr 14	Mar 14	Feb 14	Jan 14	Dec 13	Nov 13	Oct 13	Sep 13	

#### Seven-Year Payment History

	Equifax	TransUnion	Experian
<b>30 Days Past Due:</b>	0	0	0
<b>60 Days Past Due:</b>	0	0	0
<b>90 Days Past Due:</b>	2	2	3

# Exhibit L

Statement #1, issued by Defendant to Plaintiff's attorney on July 18, 2015, Defendant, which was labeled an "informational statement" but included Plaintiff's loan and mortgage account number as serviced by Defendant, "Account Number 980398\*\*\*\*", as well as "Payment Date 08/01/15", in larger font "\$1,083.28", Plaintiff's address, "Regular Monthly Payment \$1, 083.28," and "Total Amount \$1,083.28," among other features and information that would lead the least sophisticated consumer to believe Defendant was trying to collect a debt believed to be owed to Defendant.



RETURN SERVICE ONLY  
Please do not send mail to this address  
PO Box 819063  
Dallas TX 75281-9063

**Informational Statement**

Statement Date: 07/18/2015

If you have questions or concerns about your statement, please contact us at 1-800-401-6587 between the hours of 8:00am and 7:00pm Monday through Friday (CST).

Email us at [customerservice@CaliberHomeLoans.com](mailto:customerservice@CaliberHomeLoans.com) or visit our website at <http://www.callberhomeloans.com>.

7-759-64832-0025248-006-1-000-010-000-000



JACQUELINE PROPER  
MARK DONALD HUNT  
323 NE 6TH AVE  
DELRAY BEACH FL 33483-5516

*120,948.43*

*119,895.23*

*130,055.93*

Account Number	9803988485
Payment Date	08/01/15
Payment Amount	\$1,083.28

Property Address: 4380 NW 2ND CT  
COCONUT CREEK FL 33066

Account Information	
Outstanding Principal	\$107,952.16
Interest Rate (Until 08/01/15)	2.46700%
Prepayment Penalty	No
Deferred Fees	\$0.00
Deferred Principal	\$0.00
Deferred Interest	\$0.00
Deferred Escrow	\$0.00
Deferred Late Charge Balance	\$0.00
Unapplied Funds	\$0.00
Contractual Due Date (for information only)	12/01/12
Maturity Date	12/01/2032
Current Escrow Balance	(\$11,943.07)
Bankruptcy Status	<i>49823</i> N/A
• Bankruptcy Chapter	<i>119895.23</i>

Explanation of Amount	
Principal	\$366.41
Interest	\$197.73
Escrow (Taxes, Insurance, or PMI)	\$519.14
Ancillary	\$0.00
<b>Regular Monthly Payment</b>	<b>\$1,083.28</b>
<b>Total Amount</b>	<b>\$1,083.28</b>

Past Payments Breakdown:	Paid Last Month	Paid Year-To-Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes, Insurance, or PMI)	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00
Unapplied Balance	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

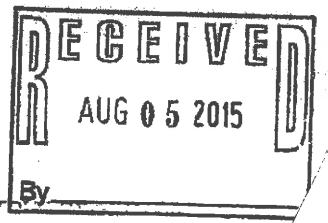
**Important Messages**

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. If your Plan requires you to make post-petition mortgage payments directly to the trustee, any such payments should be remitted to the Trustee, any such payments should be remitted to the Trustee directly in accordance with the orders of the Bankruptcy Court.

**Transaction Activity (06/19/15 - 07/18/15)**

Date	Description	Charges	Payments
06-30-2015	PP-Drive By Inspection	\$15.00	
07-09-2015	FCL Litigation Fees	\$87.50	

*Tommy  
10-26-15  
85713*



759-2034-0414F

# **Exhibit N**

Letter sent by Plaintiff's attorney, at the time, on August 3, 2015,  
which included the Satisfaction of Judgment.

13-258007 CLH

The Law Office of  
**Daniel J. Rose, P.A.**  
Attorney and Counselor at Law

323 NE 6<sup>TH</sup> Avenue  
Delray Beach, Florida 33483

(561) 266-9056  
(561) 266-9057 facsimile  
Email: rose@dirpa.com

August 3, 2015

Katie Dulay, Esq.  
Shaprio, Fishman, Gache  
2424 North Federal Highway, Suite 360  
Boca Raton, Florida 33431

RE: Mark Donald Hunt  
Excalibur Loan #9803988485  
Broward Case No: CACE13012903

Dear Ms. Dulay,

Kindly find enclosed the Satisfaction of Judgment entered by the Clerk of the Court on June 22, 2015 for the above referenced matter. It has been brought to our attention your client has not filed a Satisfaction of Mortgage and continues to attempt to collect the debt in violation of the Fair Debt Collection Practices Act. Our client is unable to obtain insurance due to your client insisting they have a loan on the Property and are owed money.

Kindly have your client satisfy the loan and release the debt so our client may move on from this matter. Should you have any questions, please do not hesitate to contact us.

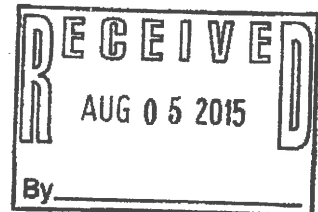
Kind Regards,



Daniel Rose

cc: Mark Hunt

Enclosures



KD



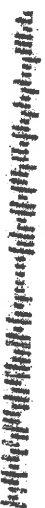
Daniel J. Rose, P.A.  
323 NE 6<sup>th</sup> Avenue  
Delray Beach, Florida 33483

WEST PALM BEACH FL 334  
08 AUG 2015 PM 7 L



Kate Dilat, Esq  
Shapiro, Fishman & Gade  
2424 N. Federal Highway, Suite 360  
Boca Raton, FL 33431

33431 770199



# Exhibit O

A History of Account, not provided by Defendant to Plaintiff until November 18, 2015, showing Defendant unreasonably paid over \$3,429.00 to obtain force-placed insurance on Plaintiff's home, out of the escrow account associated with the loan and mortgage serviced by Defendant, bringing the balance from \$15,372.07 to \$11,943.07 as shown in the History of Account, not provided by Defendant to Plaintiff on November 18, 2015.

<b>ACORD CANCELLATION REQUEST / POLICY RELEASE</b>		DATE (MM/DD/YY) 08/26/2015	
PRODUCER Patrick Brady Insurance Services 901 SE 17th Street Causeway Fort Lauderdale, FL 33316-2955 Phone Number: 954-764-1944	PHONE (Area No. Ext.) 954-764-1944	COMPANY NAME AND ADDRESS American Integrity Insurance Group	NAIC CODE:
CODE: AGENCY CUSTOMER ID: INSURED NAME AND ADDRESS Mark Hunt 4380 NW 2nd Court Coconut Creek, FL 33066	SUB CODE: POLICY TYPE HO3	CANCELLED POLICY INFORMATION POLICY NUMBER: AIH228125	
		EFFECTIVE DATE AND HOUR OF CANCELLATION 08/01/2015	CANCELLATION DATE 08/01/2015
		POLICY TERM 08/01/2015	EXPIRATION DATE 08/01/2016
<input checked="" type="checkbox"/> CANCELLATION REQUEST (Policy attached)		<input type="checkbox"/> POLICY RELEASE (Complete Statement Section Below)	

<b>POLICY RELEASE STATEMENT</b>			
The undersigned agrees that: The above referenced policy is lost, destroyed or being retained. No claims of any type will be made against the Insurance Company, its agents or its representatives, under this policy for losses which occur after the date of cancellation shown above. Any premium adjustment will be made in accordance with the terms and conditions of the policy.			
WITNESS	DATE	<i>Mark DeLuca</i> SIGNATURE OF NAMED INSURED	8-26-15 DATE
WITNESS	DATE	SIGNATURE OF NAMED INSURED	DATE
<input type="checkbox"/> LIEN HOLDER	<input type="checkbox"/> MORTGAGEE	<input type="checkbox"/> LOSS PAYEE	
		AUTHORIZED SIGNATURE	TITLE
		AUTHORIZED SIGNATURE	TITLE

<b>REASON FOR CANCELLATION</b>		<b>METHOD OF CANCELLATION</b>	
<input type="checkbox"/> NOT TAKEN <input checked="" type="checkbox"/> REQUESTED BY INSURED <input type="checkbox"/> REWRITTEN (Calculate below)	<input type="checkbox"/> OTHER (Identify) Replacement insurance purchased	<input type="checkbox"/> FLAT <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATA	FULL TERM PREMIUM \$ UNEARNED FACTOR RETURN PREMIUM \$
COMPANY American Integrity Insurance Group		PREMIUM CALCULATION SUBJECT TO AUDIT	
POLICY NUMBER AIH228125	EFFECTIVE DATE 08/01/2015		

REMARKS: Please send refund to: Caliber Home Loans  
 PO Box 650856  
 Dallas, TX 75285-0856  
 RE Account# 9803988485

New York Only: If you do not keep your auto insurance in force during the entire registration period, your motor vehicle registration will be suspended. If your vehicle is still uninsured after 90 days, your driver's license will be suspended. To avoid these penalties, you must surrender your registration certificate and plates before your insurance expires. By law, we must report the termination of auto insurance coverage to the Department of Motor Vehicles.

NAME AND ADDRESS	REQUEST/RELEASE DISTRIBUTION
	<input type="checkbox"/> INSURED <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> COMPANY <input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> LIEN HOLDER <input type="checkbox"/> FINANCE COMPANY
	PRODUCER'S SIGNATURE <i>Patrick Toomey</i> DATE



**HISTORY OF ACCOUNT  
ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT**

**JACQUELINE PROPER  
MARK DONALD HUNT  
4380 NW 2ND CT  
COCONUT CREEK, FL 33066**

**ACCOUNT # 9803988485  
11/18/2015  
Report ID: 119965**

Escrow History only reflects Caliber Home Loans Inc. information. Refer to prior servicer for details of prior transactions.

**THIS IS A STATEMENT OF ACTIVITY IN YOUR ESCROW ACCOUNT  
FROM 3/23/2015 TO 11/30/2015**

Date	Charge / Payment	Comments	Insurance Balance	Tax Balance	Unspecified Balance	Escrow Acct Balance
3/23/2015	(\$11,943.07)	Escrow Payment Reversal	\$0.00	\$0.00	\$0.00	(\$11,943.07)
8/5/2015	(\$3,429.00)	Insurance Disbursement	(\$3,429.00)	\$0.00	\$0.00	(\$15,372.07)
8/26/2015	\$15,372.07	Escrow Payment	\$0.00	\$0.00	\$11,943.07	\$0.00

Description	Amounts
Insurance Balance	\$0.00
Tax Balance	\$0.00
Unspecified Balance	\$11,943.07
Overall Balance	\$0.00

Should you have any further questions regarding your account please call us toll free at 1-800-772-9760.

# Exhibit P

**Statement #2, issued by Defendant on August 18, 2015, and sent directly to Plaintiff, which was also labeled an “informational statement” but included “Account Number 980398\*\*\*\*,” as well as “Payment Date 09/01/15”, in larger font “Payment Amount \$1,083.28”, Plaintiff’s address, “Regular Monthly Payment \$1,083.28,” “Total Amount \$1,083.28,” and under “Account Information” listed “Outstanding Principal \$107,952.16,” “Interest Rate (Until 08/01/15) 2.46700%,” “Maturity Date 12/01/2032,” and “Current Escrow Balance \$15,372.07.”**



RETURN SERVICE ONLY  
Please do not send mail to this address  
Box 619063  
Dallas TX 75261-9063

Joe Andersen

405 608 2003  
FAX

5-759-65464-0027388-006-1-000-010-000-000

If you have questions or concerns about your statement, please contact us at 1-800-401-6587 between the hours of 8:00am and 7:00pm Monday through Friday (CST).

Email us at [customerservice@CaliberHomeLoans.com](mailto:customerservice@CaliberHomeLoans.com) or visit our website at <http://www.caliberhomeloans.com>.



JACQUELINE PROPER  
MARK DONALD HUNT  
4380 NW 2ND CT  
COCONUT CREEK FL 33066-1710

Account Number	9803988485
Payment Date	09/01/15
Payment Amount	\$1,083.28

Property Address: 4380 NW 2ND CT  
COCONUT CREEK FL 33066

Account Information	
Outstanding Principal	\$107,952.16
Interest Rate (Until 09/01/15)	2.48200%
Prepayment Penalty	No
Deferred Fees	\$0.00
Deferred Principal	\$0.00
Deferred Interest	\$0.00
Deferred Escrow	\$0.00
Deferred Late Charge Balance	\$0.00
Unapplied Funds	\$0.00
Contractual Due Date (for information only)	12/01/12
Maturity Date	12/01/2032
Current Escrow Balance	(\$15,372.07)
Bankruptcy Status	
• Bankruptcy Chapter	N/A

Explanation of Amount	
Principal	\$365.96
Interest	\$198.18
Escrow (Taxes, Insurance, or PMI)	\$519.14
Ancillary	\$0.00
<b>Regular Monthly Payment</b>	<b>\$1,083.28</b>
<b>Total Amount</b>	<b>\$1,083.28</b>

Past Payments Breakdown:	Paid Last Month	Paid Year-To-Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes, Insurance, or PMI)	\$0.00	\$0.00
Fees	\$0.00	\$0.00
Late Charges	\$0.00	\$0.00
Unapplied Balance	\$0.00	\$0.00
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Important Messages**

To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this statement is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. If your Plan requires you to make post-petition mortgage payments directly to the trustee, any such payments should be remitted to the Trustee, any such payments should be remitted to the Trustee directly in accordance with the orders of the Bankruptcy Court.

**Transaction Activity (07/19/15 - 08/18/15)**

Date	Description	Charges	Payments
08-05-2015	Escrow Disbursement	\$3,429.00	

VP Collections TONYA 24969 (san diego, CA)  
↓  
JANET

Heather 25285  
↓  
Misty 24234  
Customer service  
Quiet title

# **Exhibit R**

The check received by Defendant on August 26, 2015, from the registry of the court for the amount of **\$130,055.93.**

HOWARD C. FORMAN  
CLERK OF CIRCUIT AND COUNTY COURTS  
201 S.E. 6TH STREET  
FORT LAUDERDALE, FL 33301

WACHOVIA BANK N.A.  
FORT LAUDERDALE FLORIDA  
VOID AFTER 90 DAYS.

53-543  
-670

CHECK DATE  
08/14/2015

CHECK NO.  
079739

AUG 26 2015

BROWARD CASE NO.  
CASE13012903

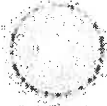
Pay \*\*\*One Hundred Thirty Thousand Fifty Five Dollars And 93 Cents\*\*\*\*\*

\*\*\*\$130,055.93\*

To the JPMORGAN CHASE BANK NA  
Order Of

Court Registry

LNA 9803988485



*Howard C. Forman*  
Clerk of Circuit and County Courts

⑆00079739⑆ ⑆12⑆000248⑆ 2020000444592⑆



# Exhibit S

Letter sent on or around December 11, 2015, by Defendant in response to Plaintiff's emailed Request for Information, in which Defendant reported the results of the investigation into the matter by sending Plaintiff a short and dismissive letter as shown here in Response #1.



December 11, 2015

Mark Hunt  
c/o Daniel Rose Esq.  
323 NE 6<sup>th</sup> Avenue  
Delray Beach, FL 33483

Sent via USPS: 70111150000121278278

Re: Loan Number: 9803988485

Dear Mr. Rose:

Caliber Home Loans, Inc., hereafter known as Caliber, servicer of the above-referenced loan, appreciates the opportunity to respond to your email received on October 29, 2015, wherein you provide court documents alleging the loan is paid in full not settled. Additionally, you request for a refund of overpayment in the amount of \$10,160.70 to be sent to you immediately.

#### Loan Background and Status

Our records reflect the following key events related to the loan:

- November 27, 2002: The loan originated with a principal balance of \$162,000.00 with Washington Mutual Bank, FA.
- The previous servicer of the loan was JP Morgan Chase Bank, NA.
- Caliber began servicing the loan on March 16, 2015.
- A redemption was processed on the loan on August 26, 2015.
- The last payment was received on August 26, 2015.

#### Payoff/Satisfaction

We have reviewed the loan in regards to the funds received and have determined that this was not a payoff in full of the loan as it was a redemption, in which the balances that are not satisfied are written off by the redemption. This was processed on August 26, 2015. We have enclosed a copy of the check and the letter from the attorney we received the funds from. We apologize for any confusion this may have caused. Furthermore, please note there is no refund due to you from the redemption funds received.

#### Loan Status

Our records indicate a redemption was processed on the loan on August 26, 2015. We encourage you to contact our Customer Service Department at 1-800-401-6587 for additional questions or concerns you may have in regards to your loan.



Mark Hunt  
c/o Daniel Rose Esq.  
12/11/15  
Page 2

Caliber values the opportunity to address your concerns and we trust the information provided affords a satisfactory resolution to the matter.

Should you have further questions regarding this response, please send an email to [complaintresolution@caliberhomeloans.com](mailto:complaintresolution@caliberhomeloans.com). Please utilize our shared email box to ensure your email is received and responded to in a timely manner.

Sincerely,

A handwritten signature in black ink that reads "Lynette Shabbazi".

Lynette Shabbazi  
Assistant Vice President  
Customer Support and Escalations

Enclosures

This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose.

Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge: If you are a debtor presently subject to a proceeding in Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.

# **Exhibit T**

Six (6) page letter constituting and meeting the definitions of a Qualified Written Request, Notice of Errors, and Pre-Suit Notice, “QWRN” written by and mailed by Plaintiff on February 11, 2016, to the address expressly designated by Defendant.

**2/11/2016**

**Attention Customer Support & Escalation:**

**Subject: 9803988485**

**Jacqueline Proper & Mark Donald Hunt**

**4380 NW 2<sup>nd</sup> Ct in Coconut Creek, FL 33066**

**I "Mark Donald Hunt" am writing because:**

- 1) Failure of "Notices of Transfer of Loan Servicing" 12 CFR 1024.33(b). Transfer of servicing notice from transferee (Caliber Home Loans) must be provided not more than 15 days after the effective date of transfer. Date of transfer from Chase 3/27/2015, date of notice 8/5/2015, hence the 1<sup>st</sup> bill (copy enclosed). Date of posting in the Broward County court records 8/28/2015.**
- 2) By failing to comply with complaint (1), my house was due to be sold by Chase on 6/23/2015 and at this time they did not own the mortgage on my home. (Copy Enclosed)**
- 3) Settlement of Judgment in full for the amount of \$130,055.93 on 6/22/2015 with the Broward County Courts. This covered the judgment amount of \$123,839.94 (which included the Principal amount of \$107,952.16, Attorney Fee's of \$3250.00). As no additional charges were added to the case or recorded in the Broward County Official record books in and for Broward County Florida court system. No additional charges or fee's can be charged or added to my account. This is also enclosed.**

- 4) On 6/22/2015 the Law Office of Shapiro, Fishman & Gache, LLC filed an Affidavit of Post Judgment Advances for the amount of \$1,436.00 for Rescheduling fees, Reopen fees, Notice of Sale and a Clerk's fee. As you can see in the provided paperwork, after Chase had Ordered the cancellation of the sale on March 16, 2015, the law firm took it upon themselves to reschedule the sale which they did not have the legal right to do and add additional unnecessary fees when Chase was no longer the proper lien holder of my home. So these fees are not my responsibility and will not come out of the money provided to your company, also they filed this after the judgment was satisfied. (Paperwork Enclosed)**
- 5) Derogatory remarks posted to my credit bureau on June 30, 2015 which you had no right in posting to my bureau stating that I was \$44,000 past due with your company. On July 31, 2015 you posted to my credit bureau that I was now \$45,000 past due and your 1<sup>st</sup> payment was not due until 8/1/2015, and there was no paperwork showing that you were a lender of mine at this time. It also states that Foreclosure was initiated with your company at this time, which it wasn't. I asked that Caliber please remove themselves from my credit bureau at this time, Caliber is still listed and my credit score took a major hit and my business line of credit was damaged. And the judgment was paid in full on 6/22/2015. Failure to use proper due diligence.**
- 6) Violation of my FDCPA: On 7/18/2015, my attorney received your 1<sup>st</sup> payment statement showing that my payment date was due 8/1/2015 for the amount of \$1,083.28 with the principal being \$107,952.16 plus the Escrow of \$11,943.07 bring the total amount to \$119,895.23. It also showed that you added additional fees for (PP-Drive by Inspection on 6/30/2015 for \$15.00 and on 7/9/2015 FCL Litigation Fees of \$87.50). These additional fees I am not responsible for and need to be REMOVED. As I stated before, the judgment was paid on 6/22/2015 and per "RESPA" 12 CFR 1024.33 (c) are you not allowed to impose any late fees or any other penalty. Also my attorney sent a letter to your attorney (Shapiro, Fishman, Gache) on 8/3/2015 requesting a Satisfaction of Mortgage and that your company (Caliber) continues to attempt to collect the debt in violation of the Fair**

**Debt Collection Practices Act. Enclosed was a copy of the Satisfaction of Judgment. On 8/13/2015, your company sent a letter directly to my address of 4380 NW 2<sup>nd</sup> Ct in Coconut Creek, FL 33066 and not to my attorney's address stating that "Caliber" is writing to acknowledge receipt of my written request to cease further communication regarding the above-referenced account. This was a threatening letter in an attempt to try a collect on a debt that had already been "SATISFIED" on 6/22/2015. (Copies Enclosed)**

- 7) Received another bill from (Caliber) due on 9/1/2015 and on this bill my Escrow account had increased by \$3429.00 to the amount of \$15,372.07. This bill showed an Escrow disbursement on 8/5/2015 for this amount of \$3,429.00 which I had found out was for insurance that had been placed on my home. At this time I contacted the insurance company and had them refund these fees to (Caliber) and I have copies of the canceled checks cashed by your company. This money was never credited back to the Escrow account and needs to be ASAP. (Copies Enclosed)**
- 8) Your attorney "Shapiro, Fishman & Gache" sent a letter to the courts requesting Disbursement of Funds from the court registry on 7/24/2015, 1 month after the Settlement in FULL. It took the another month to get the funds to your company (Copy Enclosed)**
- 9) After reviewing the payment history, I found errors on your behalf. If you look at the month of July 2012, you will see 2 payments for the amount of \$1500.00 per payment, September 2012; you will also see 2 payments for the amount of \$1500.00 per payment, October 2012. 3 payments (2x \$1000.00 and \$1315.65) also there was another payment of \$1500 paid on 10/23/2012 that was never credited (copy of checks enclosed), and additional payment in November 2012 for the amount of \$1365.65 and the left over amount of \$692.82 was to go to principal, not escrow. Chase failed to apply this amount to the principal which is where it goes. As this looks, I was paid current until 1/2013. These figures need to be looked at. Per "RESPA" Scope of Error Resolution-12 CFR 1024.35(b)**
- 10) The 1099c that Jacqueline and myself received from "Caliber" for \$9811.28 each. This shows that "Caliber" supposedly wrote off \$19,622.56 in uncollected fees. This needs**

**to be corrected ASAP. In give or take 30 months to get this account resolved, there is now way that I accrued an additional \$41,726.33 in extra fees added to my account. My principal of \$107,952.16 was paid in full as well as the Escrow amount of \$11,943.07. There is no SHORT Sale, nor any deduction from the principal balance. The courts issued a Satisfaction in Full, not a settlement on this account. Your company has 15 days to correct this for my taxes. I have already contacted the IRS concerning this matter for fraudulent application of my monies on this account by your company and am retaining additional counsel. I also see a late charge fee of \$1001.54 that needs to be removed. I also have court documents that prove I paid my principal in full.**

- 11) Your Form 1098 Interest Statement has the wrong amount on it. My interest on my monthly mortgage payment is \$224.19 per month times 30 months is \$6725.70, not your figure of \$7435.48. I suggest that your company re-review these figures and correct them accordingly. (Chase Statement enclosed) showing these figures of the interest amount.**
- 12) Being that I received a bill from your company in the total amount of \$119,895.23 and you received the amount of \$130,055.93, I will expect a refund for the difference of \$10,160.00 plus interest. You cannot add any hidden fee's on to the bill without them being disclosed on the actual bill itself.**
- 13) Satisfaction of Mortgage. Today is March 16, 2016, 9 months after I Satisfied the Judgment in full. My attorney requested it in August 3, 2015 and to this day, I still do not have it 8 months later.**

**In March of 2015, I contacted Chase concerning my mortgage modification with them, and was informed at this time that my loan had been sold to "Caliber Home Loans" on 3/16/2015. They provided me with the number of 800-401-6587. At this time I contacted them and was told by Customer Service that it would take up too about 45 days for my account to be entered into their system. Then next time that I called in April 2015, I spoke with a person by the name of "Tasha" ID # 24883 who put me in touch with "Corlota Moore ID# 24167 @ 214-299-5486. I explained to Ms. Moore that I was attempting**



**to get this resolved as my home was going back up for sale by Chase in June 2015 and that they no longer held the mortgage. She stated that she would look into the matter and get back with me. When Ms. Moore did get back in touch with me, she stated that she had forwarded the information to the VP of Collection "Tonya" ID# 24969. I spoke with Tonya twice, and both times she stated that she was looking into the matter for me. After about 3 weeks and a number of messages left for the VP, I got no results. I called customer service and spoke with Janet and had them attempt to reach her, but no luck.**

**In August 2015, I spoke with a person by the name of "Heather ID# 25285. I explained her that the loan had been satisfied in Full back in June 22, 2015 and that I didn't understand why I was getting billed for a loan that was paid off. I even faxed copies of this to 405-608-2003.**

**In the middle of August 13, 2015, I received a letter from Caliber stating they received a letter stating to cease further communications on this account. I again called and was transferred to Misty ID# 24234. After explaining everything to her again, she looked at my account and stated that they did not have any of the paperwork that I had provided, I told her to look it up in the court records at which time she stated that she couldn't. She did however make notes and pass it on to the proper department for further research.**

**In September 2015, I again called because I had received a 1099s and again spoke with "Misty" ID# 24234. She stated to me that my home had been a short sale, because they did not receive the proper amount of funds to pay the loan off. I explained to her that the judgment had been satisfied in FULL and there were no other funds do per the court, I also told her that I had a problem with Caliber being on my credit bureau and about the derogatory remarks and that they needed to be corrected. I also explained that I had not received my Satisfaction of Mortgage as of yet.**

**On 2/11/2016, I contacted "Misty" ID # 24234 again and she explained that an investigation had been conducted, but had been close. At this time she opened another investigation into my account**

**after listening to me in detail and provided her direct # of 405-608-2169.**

**On 2/23/2016, I received a letter from "Caliber Home Loans" about Loan # 9803988485. Regarding "RESPA" Section 6. After reviewing Section 6, it stated that I need to put the complaint in writing and provide copies of related materials. Enclosed you will find all documents and attachments.**

**My number is 954-970-1720.**

**I understand that under Section 6 of RESPA, you are required to acknowledge my request within 20 business days and must try to resolve this issue within 60 business days.**

**Sincerely,**



**Mark D. Hunt**

# Exhibit U

Defendants response to Plaintiff's QWRN, drafted and sent on or around April 7, 2016, in which Defendant admitted having **actual knowledge and notice of Plaintiff's payment of \$130,055.93** into the registry of the court and the Satisfaction of Judgment as of June 30, 2015, by stating "It should be noted, that our firm did receive notification about the satisfaction of judgment on June 30, 2015."



April 7, 2016

Mark Hunt  
c/o Daniel Rose Esq.  
323 NE 6<sup>th</sup> Avenue  
Delray Beach, FL 33483

Sent via USPS: 70111150000121321806

Re: Loan Number: 9803988485  
Property Address: 4380 NW 2<sup>nd</sup> CT Coconut Creek, FL 33066

Dear Mr. Hunt:

Caliber Home Loans, Inc., hereafter known as Caliber, servicer of the above-referenced loan, appreciates the opportunity to respond to your verbal inquiry received on February 17, 2013 as well as the additional correspondence received on March 16, 2016 wherein you express concerns in regards to what has transpired since the Satisfaction of Judgment was completed.

#### **Loan Background and Status**

Our records reflect the following key events related to the loan:

- November 27, 2002: The loan originated with a principal balance of \$162,000.00 with Washington Mutual Bank, FA.
- The previous servicer of the loan was JP Morgan Chase Bank, NA.
- Caliber began servicing the loan on March 16, 2015.
- A redemption was processed on the loan on August 26, 2015.
- The last payment was received on August 26, 2015.

#### **Foreclosure/Fees**

In our previous correspondence to you, dated December 11, 2015 (copy enclosed), we advised that we had reviewed your loan in regards to the funds received and we determined that this was not a payoff in full of the loan, but it was a redemption of the loan. Again, the balances that were not satisfied in the redemption were written off. As a result of Caliber writing off balances that were originally owed per your executed Note and Mortgage, the 1099-C was issue to you to demonstrate the amounts that were written off. Caliber does not believe there are any adjustments warranted to the tax statements sent to you.

It should be noted, that our firm did receive notification about the satisfaction of judgment on June 30, 2015; however, the court did not release the funds to the firm until August 24, 2016. Since Caliber had not received the funds. We must continue to service the loan as we normally would, which would include generating billing statements, property inspections, etc. We previously provided you



Mark Hunt  
c/o Daniel Rose Esq.  
04/07/16  
Page 2

with a copy of the check which was dated August 14, 2015. As previously advised the settlement funds was completed on August 26, 2015.

Please be advised that the fees/costs included on the Affidavit of Post Judgment including advances were incurred prior to the Satisfaction. Your contention that the foreclosure sale was rescheduled without legal right to do so is without merit. On March 16, 2015, the firm filed a Motion to Cancel the Sale on March 16, 2015, at the direction of the prior servicer, JP Morgan Chase Bank, NA. The court scheduled a hearing on March 24, 2015 for the motion and at the hearing, the court cancelled the sale that was scheduled for March 31, 2015 and rescheduled it for June 23, 2015 in the same order. 6/23/15 in the same order (copy enclosed).

**Cease and Desist**

Please note that when Caliber received notification that your were being represented by an attorney, a cease and desist order is automatically placed on the loans. We are required to acknowledge receipt of the cease and desist and send you the information by mail. Subsequently, Caliber did send your attorney a letter advising that they had been added as the representative on your behalf (copy enclosed).

**Assignments of Mortgage/Release**

It is unclear as to why you contend that the assignments of mortgage has not been completed. We have enclosed of copy of the full chain for your review as well as copies of the notices of sale from both Caliber and the prior servicer. Furthermore, an internal request was submitted to have the release record. On April 6, 2016, the release was overnighted to the county for recordation. We sincerely apologize for the delay in the release.

**Credit Bureau Reporting**

Please note Caliber is required to report accurate information according to the Fair Credit Reporting Act. As such, we cannot adjust the credit report to reflect inaccurate information. Caliber is reporting to the credit bureaus based on when the payments are received. Therefore, we respectfully decline your request to consider reporting to the credit bureaus differently.



Mark Hunt  
c/o Daniel Rose Esq.  
04/07/16  
Page 3

**Insurance Clarification**

Based on our review of the loan history, the first lender paid insurance letter cycle was issued to you on August 4, 2015, which was sent prior to Caliber receiving the funds for the settlement. Your hazard insurance policy renewal was received and a disbursement was made to American Integrity Insurance on August 5, 2015 in the amount of \$3,429.00, which is still prior to Caliber receiving funds for the settlement. Please note that no lender paid policies were issued for your property. Additionally, our records indicate that a BPO was completed on March 27, 2015; however, our records do not reflect that the fee was billed to your loan as stated in your inquiry.

**Loan Payments and Refunds**

It is unclear as to why you contend there have been payment errors on our behalf, as the payments you refer to were made with the prior servicer. Additionally, the only funds that were received by Caliber were for the settlement. Based on our review of the checks dated September 1, 2012, September 30, 2012, and October 23, 2012, the funds were posted to your loan and we have enclosed a copy of the prior servicer's payment history for confirmation. Furthermore, the checks received from American Integrity Insurance Company of Florida, were received well after the settlement funds were received. As such, these amounts were received as a recovery amounts, as a result of the amount written.

**Loan Status**

Our records indicate a redemption was processed on the loan on August 26, 2015.

We encourage you to contact our Customer Service Department at 1-800-401-6587 for additional questions or concerns you may have in regards to your loan.

Caliber values the opportunity to address your concerns and we trust the information provided affords a satisfactory resolution to the matter.



Mark Hunt  
c/o Daniel Rose Esq.  
04/07/16  
Page 4

Should you have further questions regarding this response, please send an email to [complaintresolution@caliberhomeloans.com](mailto:complaintresolution@caliberhomeloans.com). Please utilize our shared email box to ensure your email is received and responded to in a timely manner.

Sincerely,

A handwritten signature in black ink that reads 'Lynnette Shahbazi'.

Lynnette Shahbazi  
Assistant Vice President  
Customer Support and Escalations

This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose.

Notice to Consumers presently in Bankruptcy or who have a Bankruptcy Discharge: If you are a debtor presently subject to a proceeding in Bankruptcy Court, or if you have previously been discharged from this debt by a Federal Bankruptcy court, this communication is not an attempt to collect a debt but is sent for informational purposes only or to satisfy certain Federal or State legal obligations.

# ClassAction.org

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