

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

Case No. ___ - CV- ___ - ___

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

Plaintiff,

v.

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION,

Defendant.

CLASS ACTION

JURY DEMAND

PLAINTIFF 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, JPMorgan Chase Bank, National Association (*hereinafter* “Defendant,” “JPMorgan”, “Chase”), alleging violations of 15 U.S.C. § 1681 *et seq.*, the Fair Credit Reporting Act (“FCRA”). Specifically, Defendant negligently, knowingly, and/or willfully failed to reasonably investigate and/or reinvestigate disputes submitted by Plaintiff, and other similarly situated individuals, to consumer credit reporting agencies (“CRA(s)”) and received by Defendant, as to the accuracy and/or completeness of the consumer information being provided by Defendant to the CRA(s), and continued to furnish inaccurate and/or incomplete information (*hereinafter* “Inaccuracies”) about Plaintiff, and other similarly situated individuals, despite determining that the information being furnished by Defendant was inaccurate and/or incomplete, in violation of the Fair Credit

Reporting Act, 15 U.S.C. § 1681 *et seq.* Plaintiff and others similarly situated, have suffered concrete and particularized injury, including, but not limited to, violation(s) of their statutorily protected rights.

I. PRELIMINARY STATEMENT

1. This is an action for damages brought by Plaintiff, Mark Donald Hunt, on behalf of himself, and all others similarly situated, pursuant to 15 U.S.C. § 1681 *et seq.*, the Fair Credit Reporting Act (*hereinafter* “FCRA”).

2. The purpose behind the enactment of the FCRA was to establish reasonable procedures and obligations for consumer reporting agencies (*hereinafter* “CRA(s)”) with regard to the confidentiality, accuracy, relevancy, and proper utilization of consumer information.

3. In 1996, Congress passed a comprehensive set of amendments to the FCRA, collectively referred to as the Consumer Credit Reporting Reform Act of 1996, which expanded the FCRA by imposing legal duties on persons and entities that furnish information about consumers to CRAs (“furnisher(s)”) in order to protect consumers, such as Plaintiff, and others similarly situated from the willful and/or negligent conduct, actions, and/or inactions of such furnishers¹.

4. Pursuant to 15 U.S.C. § 1681s-2(a), the FCRA imposes obligations on furnishers of consumer information to CRAs, including the duty to provide accurate information without actual knowledge, or reasonable cause to believe, that the information is inaccurate such that a reasonable person would doubt the accuracy of the information.²

5. The FCRA does not provide for a private right of action solely based on violations of 15 U.S.C. § 1681s-2(a).

¹ Consumer Credit Reporting Reform Act of 1996, Pub. L. No. 104-208, 110 Stat. 3009.

² 15 U.S.C. § 1681s-2(a)(1)(a); 15 U.S.C. § 1681s-2(a)(1)(D).

6. However, a private right of action does accrue under 15 U.S.C. § 1681s-2(b) upon the satisfaction of conditions precedent described in 15 U.S.C. § 1681i, including the submission of a notice of dispute by a consumer to the CRAs pertaining to the accuracy and/or completeness of the information provided by a furnisher.

7. Upon receipt of a notice of dispute, the CRAs are required to:

- i. review and consider “all relevant information submitted”³;
- ii. conduct a reasonable reinvestigation into the accuracy and completeness of the disputed information; and
- iii. record the current status of the item as disputed, or delete the item, within thirty (30) days.⁴

8. Within five (5) business days of receipt, 15 U.S.C. § 1681i(2) requires CRAs to provide prompt notice to the furnishers of the disputed information, comprising “all relevant information” received by the CRAs through the consumer’s notice of dispute and notice that the information is being disputed.⁵

9. The receipt of a consumer’s notice of dispute by the furnisher satisfies the conditions precedent described in 15 U.S.C. § 1681i, upon which a furnisher’s duties under 15 U.S.C. § 1681s-2(b) arise and a consumer’s private right of action accrues.

³ 15 U.S.C. § 1681i(4)

⁴ 15 U.S.C. § 1681i(1)(A)

⁵ 15 U.S.C. § 1681i(2)(A)

10. Pursuant to 15 U.S.C. § 1681s-2(b), the FCRA imposes obligations on furnishers of consumer information to CRAs upon receipt of a notice of dispute pertaining to the accuracy and/or completeness of the information being provided, including the duty to:

- i. conduct an investigation with respect to the disputed information;
- ii. review all relevant information included in the notice of dispute;
- iii. provide CRAs with a report containing the results of the investigation;
- iv. provide reports to all other CRAs that compile and maintain consumer files on a nationwide basis, if the disputed information is found to be inaccurate and/or incomplete;
- v. promptly modify, delete, or permanently block the disputed information, if, pursuant to a reinvestigation, the disputed information is found to be inaccurate and/or incomplete.

11. For twenty-two consecutive months beginning in May 2013 (the same month of acceleration) and continuing until February 2015, Defendant continued to furnish Inaccuracies about Plaintiff in relation to a loan and mortgage previously owned and/or serviced by Defendant to various CRAs, which were then included in Plaintiff's consumer credit reports (*hereinafter* "Initial Reports") and discovered by Plaintiff when Plaintiff retrieved the Initial Reports in May of 2017, as shown in **Exhibit A** attached hereto.⁶

12. Despite Plaintiff's submission of three (3) notices of dispute (*hereinafter* "Dispute(s)"), attached hereto as **Exhibit B**, to three (3) independent CRAs, including Experian Information Solutions, Inc. (*hereinafter* "Experian"), Trans Union, LLC (*hereinafter* "Trans Union"), and Equifax Information Services, LLC (*hereinafter* "Equifax"), and Defendant's receipt of the three (3) Disputes, these Inaccuracies continued to appear in Plaintiff's credit reports retrieved in August 2017 ("Post-Dispute Report(s)"), as shown in **Exhibit C** attached hereto.

⁶ Plaintiff's pre-dispute consumer reports or "Initial Reports", which alerted Plaintiff to Defendant's inaccurate and incomplete furnishing activities pertaining to Plaintiff, in May 2017, showing the date of Plaintiff's discovery of the injuries to his creditworthiness as well as the absence of any material changes to Plaintiff's consumer reports when compared to Plaintiff's post-dispute consumer reports or "Post-Dispute Reports" in Exhibit C and Plaintiff's post-class dispute consumer reports or "Post-Class Dispute Reports" in Exhibit E.

13. Despite Plaintiff's subsequent submission of four (4) class-wide notices of dispute ("Class Dispute(s)"), attached hereto as **Exhibit D**, on behalf of himself, and all others similarly situated, to Experian, Trans Union, Equifax, and Defendant, and Defendant's receipt of the three (3) dispute notices, these Inaccuracies continue to appear in Plaintiff's credit reports retrieved in October 2017 ("Post-Class Dispute Report(s)"), as shown in **Exhibit E** attached hereto.

14. Plaintiff suffered, and continues to suffer, harm due to Defendant's systemic failure to conduct reasonable investigations and/or reinvestigations, and repeated furnishing of inaccurate and/or incomplete consumer information (*hereinafter* "Inaccuracies") to various CRAs.

15. Pursuant to 15 U.S.C. § 1681n of the FCRA, the Defendant willfully failed to comply with the requirements of 15 U.S.C. § 1681s-2(b) with respect to the Plaintiff, and others similarly situated, and is now liable for actual damages, costs, and attorney's fees.

16. Pursuant to 15 U.S.C. § 1681o of the FCRA, the Defendant negligently failed to comply with the requirements of 15 U.S.C. § 1681s-2(b) with respect to Plaintiff, and others similarly situated, and is now liable for actual damages, costs, and attorney's fees.

17. Plaintiff alleges a class action claim against Defendant pursuant to the FCRA 15 U.S.C. § 1681s-2 *et seq.*, which requires furnishers of consumer credit information and data to provide accurate information about consumers to CRAs, conduct reasonable investigations and reinvestigations with respect to information disputed by consumers, review all information included in the notice of dispute, provide CRAs with reports containing the results of investigations and/or reinvestigations into disputed information, provide reports to all other CRAs that compile and maintain consumer files on a nationwide basis, if the information being disputed is found to be inaccurate and/or incomplete, and promptly modify, delete, or permanently block the disputed information, if, pursuant to a reinvestigation, the disputed information is found to be inaccurate and/or incomplete.

II. PARTIES, JURISDICTION AND VENUE

18. Plaintiff re-alleges and reincorporates Paragraphs 1 through 17 as fully set forth herein below.

19. The Plaintiff, MARK DONALD HUNT (“Plaintiff”), 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.

20. The Plaintiff, is, was, and at all times material to this action, a “consumer” as defined by 15 U.S.C. § 1681a(c) of the FCRA.

21. Defendant JPMORGAN CHASE BANK, NATIONAL ASSOCIATION (“Defendant”, “JPMorgan”) is, was, and at all times material to this action, a national banking subsidiary of JPMorgan Chase & Co. with its principal place of business at 111 Polaris Pkwy, Columbus, OH 43240. Defendant regularly conducts business in Broward County, Florida and can be served with process through its registered agent, CT Corporation System, at 1200 S. Pine Island Rd., Plantation, FL 33324.

22. Defendant is, was, and at all times material to this action, a “person” as defined by 15 U.S.C. § 1681a(b) of the FCRA to include “...any individual, partnership, corporation, trust, estate, cooperative, association, government or governmental subdivision or agency, or other entity.”

23. Defendant regularly, and in the ordinary course of business, provides information to third party CRAs about its accounts with consumers.

24. Defendant is a “furnisher” according to 15 U.S.C. § 1681s-2, that regularly, and in the ordinary course of business, furnishes information to one or more CRAs pertaining to consumers, consumer transactions, and/or experiences with consumers.

25. The United States District Court for the Southern District of Florida has federal question jurisdiction over Plaintiff’s claims against the Defendant pursuant to 15 U.S.C. § 1681p of the FCRA, 28 U.S.C. § 1331, and 28 U.S.C. § 1337.

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

III. PLAINTIFF'S STATEMENT OF FACTS

27. Plaintiff re-alleges and reincorporates Paragraphs 1 through 26 as fully set forth below.

28. On January 28, 2013, Defendant sent an "Acceleration Warning (Notice of Intent to Foreclose)" (*hereinafter* "AW"), attached hereto as **Exhibit F**, addressed to Plaintiff stating that **Defendant is "under no obligation to accept less than the full amount owed"** and that if Plaintiff sent Defendant "less than the full amount owed" Defendant might, **in Defendant's "sole discretion apply such partial payment to" Plaintiff's "Loan without waiving any default or waiving our right to accelerate the Loan and continue with foreclosure proceedings in accordance with Paragraph 4 above."**⁷

29. Defendant's statements in the AW regarding Plaintiff's ability to reinstate and/or decelerate show that, upon Defendant's declaration of acceleration, Defendant would not have accepted monthly installments from Plaintiff.

30. In May of 2013, Defendant filed a Verified Complaint to Foreclose Mortgage (*hereinafter* "VCFM"), as shown in **Exhibit G** attached hereto,⁸ against Plaintiff pursuant to a promissory note or "Uniform Secured Note" (*hereinafter* "Note"), as shown in **Exhibit H** attached hereto⁹, and mortgage or "Security Instrument" (*hereinafter* "Mortgage") attached hereto as **Exhibit I**,¹⁰ 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.

⁷ Defendant's Acceleration Warning (Notice of Intent to Foreclose) or "AW" sent to Plaintiff in January 2013, showing Defendant would not have accepted monthly payments after declaring acceleration and commencing foreclosure proceedings.

⁸ Defendant's Verified Complaint to Foreclose Mortgage or "VCFM" showing that Defendant accelerated the Mortgage by declaring "the full amount payable under the Note and Mortgage to be due and payable", thereby maturing all future monthly payments into one lump sum plus interest immediately due.

⁹ The promissory note, "Uniform Secured Note", or "Note" executed by Plaintiff.

¹⁰ The mortgage, "Security Instrument", or "Mortgage" executed by Plaintiff.

31. The VCFM stated that Plaintiff had been in default on the loan payments since December 1, 2012.

32. Additionally, the VCFM stated that Defendant “declares the full amount payable under the Note and Mortgage to be due and payable”, thereby accelerating the Mortgage and maturing all future monthly payments into one lump sum plus interest immediately due.

33. Once accelerated, a note and mortgage remain accelerated until the foreclosure action declaring acceleration is dismissed.

34. Thus, the filing of the VCFM on May 21, 2013 constitutes the date of acceleration, upon which, and continuing until, the dismissal of the foreclosure action, the Plaintiff no longer had the ability and/or obligation to make monthly payments to Defendant.

35. It is only upon the dismissal of a foreclosure action, in which acceleration has been declared, that the Note and Mortgage are decelerated and making monthly payments becomes possible.

36. However, the ability of a mortgagor, such as Plaintiff, to make monthly payments in accordance with the decelerated terms of the note and mortgage, following the dismissal of a foreclosure action in which acceleration has been declared, is subject to the provision(s) of the Note and Mortgage governing reinstatement.

37. Pursuant to Paragraph 19 of the Mortgage, attached hereto as Exhibit I, upon and after the filing of the VCFM and declaration of acceleration, the only option available to Plaintiff is full reinstatement, which is different than making monthly payments.

38. The Note and Mortgage do not provide a mechanism for monthly payments after the declaration of acceleration and filing of the VCFM.

39. Thus, even in the event of dismissal of the foreclosure action commenced against Plaintiff in May 2013, making monthly payments would not be an option because the Note and Mortgage do not provide a mechanism for monthly payments following the dismissal of a foreclosure action.

40. The May 2013 foreclosure action against Plaintiff, initiated by the filing of the VCFM, in which Defendant declared “the full amount payable under the Note and Mortgage to be due and payable,” **was never dismissed and continued until judgment was obtained.**

41. Once judgment is obtained in a foreclosure action declaring acceleration, the associated Note and Mortgage merge with the final judgment of foreclosure, thereby rendering subsequent dismissal-triggered-deceleration of the Note and Mortgage impossible.

42. On May 28, 2014, the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, entered a Final Judgment of Foreclosure 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 J** attached hereto.¹¹

¹¹ The Final Judgement of Foreclosure entered against Plaintiff’s property entered in May 2014.

43. Thus, upon the entry of the Final Judgment of Foreclosure in May of 2014, dismissal of the foreclosure action and/or deceleration of the Note and Mortgage became impossible, thereby rendering monthly payments pursuant to the terms of the decelerated Note and Mortgage impossible.

44. 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, as evidenced by the Satisfaction of Judgment by the Clerk of the Circuit Court (*hereinafter* “SoJ”, “Satisfaction of Judgment”) as shown in **Exhibit K attached hereto.**¹²

45. For twenty-two consecutive months beginning in May 2013 (the same month of acceleration) and continuing until February 2015, Defendant continued to furnish Inaccuracies about Plaintiff in relation to the Note and Mortgage to various CRAs, including Experian, Trans Union, and Equifax, which were then included in Plaintiff’s consumer credit reports (*hereinafter* “Initial Reports”) and discovered by Plaintiff when Plaintiff retrieved the Initial Reports in May of 2017 as shown in **Exhibit A.**

46. On June 30, 2017, Plaintiff submitted three (3) notices of dispute (“Disputes”), attached hereto as **Exhibit B,**¹³ via U.S. Postal Service Certified Mail, to the CRAs from whom Plaintiff obtained his Initial Reports containing the Inaccuracies being disputed by Plaintiff, including Experian, Trans Union, and Equifax, in which Plaintiff provided sufficient information and made specific requests, including the following:

¹² The Satisfaction of Judgment by the Clerk of the Circuit Court, “SoJ”, or “Satisfaction of Judgment” showing that Plaintiff fully satisfied his obligation under the Note and Mortgage in June of 2015.

¹³ Plaintiff’s Notices of Dispute, or “Disputes” submitted by Plaintiff to the CRAs on June 30, 2017.

- i. Plaintiff stated the purpose of the notice of dispute letter was to “**provide notice**” to the CRAs and Defendant that **Plaintiff is disputing the “inaccurate, incomplete, and derogatory consumer information”** about Plaintiff “being furnished by JPMorgan Chase Bank, National Association (Defendant) and appearing on Mr. Mark Hunt’s (Plaintiff’s) consumer credit reports...under ‘CHASE MTG’ and ‘Act. #15606180****’ inaccurately showing that Mr. Mark Hunt (Plaintiff) was 120 days or more delinquent and/or missed a monthly payment pursuant to a ‘Primary or secondary mortgage’ for (22) twenty-two consecutive months beginning in May 2013”;
- ii. Plaintiff requested that each CRA “**provide prompt of this dispute to the furnisher of the inaccurate, incomplete, and derogatory consumer information, JPMorgan Chase Bank, National Association (Defendant),** and that Mr. Mark Hunt (Plaintiff) is disputing the referenced information being furnished by JPMorgan Chase Bank, National Association” and appearing on Plaintiff’s Initial Reports;
- iii. Plaintiff requested that the CRAs conduct a reinvestigation into the accuracy and completeness of the information being furnished by Defendant;
- iv. Plaintiff requested that the CRAs delete any inaccurate and/or incomplete consumer information from Plaintiff’s consumer file and promptly notify Defendant of such deletion at the conclusion of the reinvestigation;
- v. Plaintiff requested that the CRAs provide written notice of the results of the reinvestigation into the disputed information;

47. Experian received Plaintiff’s Dispute letter on July 5, 2017, evidenced by the U.S. Postal Service Certified Mail receipt stamped by Experian and attached hereto as **Exhibit L**.¹⁴

48. Equifax received Plaintiff’s Dispute on July 3, 2017, evidenced by the U.S. Postal Service Certified Mail receipt stamped by Equifax and returned to Plaintiff on July 10, 2017, as shown in **Exhibit M** attached hereto.¹⁵

49. Equifax provided Defendant with notification, comprising all relevant information submitted by Plaintiff, at the address provided by Defendant, that Plaintiff was disputing the consumer information being furnished by Defendant to Equifax, within five (5) business days as required by 15 U.S.C. § 1681i.

¹⁴ U.S. Mail Certified Mailing receipt stamped by Experian showing Experian received Plaintiff’s notice of dispute letter on July 5, 2017.

¹⁵ U.S. Mail Certified Mailing receipt stamped by Equifax showing Equifax received Plaintiff’s notice of dispute letter on July 3, 2017.

50. Trans Union received Plaintiff's notice of dispute on July 5, 2017, evidenced by the U.S. Postal Service Certified Mail receipt stamped by Trans Union and returned to Plaintiff on July 10, 2017, as shown in **Exhibit N** attached hereto.¹⁶

51. Trans Union provided Defendant with notification, comprising all relevant information submitted by Plaintiff, at the address provided by Defendant, that Plaintiff was disputing the consumer information being furnished by Defendant to Trans Union, within five (5) business days as required by 15 U.S.C. § 1681i.

52. On July 17, 2017, Plaintiff received a request from Experian that Plaintiff must provide additional information to assist Experian in the retrieval of Plaintiff's consumer file from Experian's own database, as shown in **Exhibit O** attached hereto.¹⁷

53. Plaintiff immediately provided the information requested, via an additional notice of dispute shown in **Exhibit P** attached hereto¹⁸, sent via U.S. Postal Service Certified Mail on July 18, 2017, the day after the request was received, which included:

- i. Plaintiff's **first, middle, and last name;**
- ii. Plaintiff's **current address;**
- iii. Plaintiff's **date of birth;**
- iv. Plaintiff's **social security number;**
- v. **a restatement of the information being disputed by Plaintiff;**
- vi. **the U.S. Certified Mailing number, and an additional copy, of the June 30, 2017 Dispute letter sent to Experian; and**
- vii. **the completed additional information fields** contained in Experian's request;

¹⁶ U.S. Mail Certified Mailing receipt stamped by Trans Union showing Trans Union received Plaintiff's notice of dispute letter on July 5, 2017.

¹⁷ Request from Experian in response to Plaintiff's first notice of dispute letter asking for additional information about Plaintiff.

¹⁸ Plaintiff's second notice of dispute letter, sent to Experian, showing Plaintiff provided ample time and sufficient information to Defendant in furtherance of the investigation and reinvestigation.

54. Experian provided Defendant with notification, comprising all relevant information submitted by Plaintiff, at the address provided by Defendant, that Plaintiff was disputing the consumer information being provided by Defendant to Experian, before the expiration of the thirty (30) day period, as required by § 1681i.

55. On July 27, 2017, **Equifax supplied Plaintiff with the results of Equifax's and Defendant's investigation and reinvestigation** into the accuracy and completeness of the disputed information **stating that Defendant "has verified to OUR company that the current status is being reported correctly" and "that the prior paying history is being reported correctly,"** as shown in **Exhibit Q** attached hereto.¹⁹

56. The "Chase MTG" item included in Equifax's results of the investigation and reinvestigation (*hereinafter* "Equifax Results") continued to inaccurately show that the associated "**156061800***" account has a **current status of "Over 120 Days Past Due; Type of Account – Mortgage; Type of Loan – Conventional Re Mortgage;"** and stated under "ADDITIONAL INFORMATION" that that "Account Transferred or Sold; Real Estate Mortgage; Variable/Adjustable Rate;".

57. It is **inaccurate** for the **account** to have a **current status of "Over 120 Days Past Due"** after acceleration and more than two years after the Satisfaction of Judgment.

¹⁹ The results of Equifax's and Defendant's investigation and reinvestigation into the accuracy and completeness of the disputed information stating that Defendant "verified" the disputed information to be accurate and complete as reported in Defendant's Initial Reports and showing Defendant failed to conduct a reasonable investigation into the dispute and continued reporting inaccuracies pertaining to Plaintiff and the Note and Mortgage.

58. Noticeably **missing** is **any mention that the account was paid off**, that the **account is** currently being **disputed**, or that the **account is no longer an adverse account**.

59. On August 4, 2017, Trans Union supplied Plaintiff with the results of Trans Union's and Defendant's investigation and reinvestigation into the accuracy and completeness of the disputed information, as shown in **Exhibit R** attached hereto,²⁰ stating that Trans Union had:

- i. completed its investigation into the dispute;
- ii. made any changes it could;
- iii. contacted the company reporting the information Plaintiff disputed and
- iv. "supplied them all relevant information and any documents" Defendant gave Trans Union with the Dispute sent June 30, 2017.

60. Additionally, the Trans Union Results stated that **Trans Union instructed Defendant to:**

- i. **review all information** we provided Defendant about Plaintiff's dispute;
- ii. **verify the accuracy** of the information being disputed by Plaintiff;
- iii. **provide** Trans Union with **a response** to your Plaintiff's dispute; and
- iv. **update Defendant's records and systems** as necessary

61. Following the "How to read your results" key provided by Trans Union, it is apparent that the results were listed as "INFORMATION UPDATED" defined as "A change was made to the item."

62. However, "**CHASE #156061800*******" appears under "**Adverse Accounts**" on the next page and continues to inaccurately state that the "**Mortgage Account**" has a current "**Pay Status: >Account 120 Days Past Due Date<**" and merely states "TRANSFERRED TO ANOTHER LENDER; TRANSFERRED TO ANOTHER OFFICE" under "Remarks".

²⁰ The results of Trans Union's and Defendant's investigation and reinvestigation into the accuracy and completeness of the disputed information stating that "verified" the disputed information to be accurate and complete in Defendant's Initial Reports and showing Defendant failed to conduct a reasonable investigation into the dispute and continued reporting inaccuracies pertaining to Plaintiff and the Note and Mortgage.

63. Additionally, the calendar attached to the item continues to **inaccurately show Plaintiff as 120 days, or more, late on twenty-two (22) consecutive monthly payments of “\$1,316 per month, paid monthly” owed to Defendant.**

64. It is **inaccurate** for the account to depict a **current status of “120 Days Past Due Date”** and **derogatory marks for twenty-two consecutive months**, falsely representing that Plaintiff was 120 days or more delinquent on a monthly installment that Plaintiff had the option to pay Defendant from May 2013 until March 2015 and still is 120 days or more delinquent on a monthly installment that Plaintiff currently has the option to pay now but is choosing not to, when more than two years have passed since:

- i. Defendant filed the VCFM, in which Defendant declared “the full amount payable under the Note and Mortgage to be due and payable,” **thereby accelerating the Mortgage and maturing all future monthly payments into one lump sum plus interest immediately due and making any subsequent deceleration contingent on dismissal of the foreclosure action, which never occurred;**
- ii. Defendant **obtained a Final Judgment of Foreclosure** in the foreclosure action, **causing the Note and Mortgage to merge with the final judgment of foreclosure, thereby rendering subsequent dismissal-triggered-deceleration of the Note and Mortgage impossible.**
- iii. Plaintiff deposited \$130,055.93 in the registry of the court, constituting 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.”**

65. Noticeably **missing is any mention that the account was paid off**, that the **account is currently being disputed**, or that the **account is no longer an adverse account.**

66. On August 23, 2017, Plaintiff submitted four (4) class-wide pre-suit notices of dispute and intent to commence lawsuit (*hereinafter* “Class Disputes”), attached hereto as **Exhibit D**, via U.S. Postal Service Certified Mail, to Defendant, Experian, Trans Union, and Equifax, in which Plaintiff provided sufficient information and made specific requests, including the following:

- i. Plaintiff stated the **purpose of the Class Dispute letter** was to “provide **additional notice of dispute, notice of Mr. Hunt’s (Plaintiff’s) intent to commence legal proceedings, on behalf of himself, and all others similarly situated**” pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*;
- ii. Plaintiff included, as attachments, “**three (3) Notice of Dispute Letters (“Disputes”) dated June 30, 2017**, and sent via U.S. Mail Certified Mail to Experian Information Solutions, Inc. (“Experian”), Equifax Information Services, LLC (“Equifax”), and Trans Union, LLC (“Trans Union”)...” and “**one (1) response and second notice of dispute dated July 18, 2017**, and sent by Mr. Hunt to Experian in response to a request for additional information from Experian.”;
- iii. Plaintiff **reminded Defendant of Defendant’s duty to conduct an investigation into the dispute** “pursuant to 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b) of the Fair Credit Reporting Act” and that “**Mr. Mark Donald Hunt, is disputing, on behalf of himself and all others similarly situated**, the inaccurate, incomplete, and derogatory consumer information being furnished by JP Morgan Chase Bank, National Association, in relation to Mr. Mark Donald Hunt regarding Account # 156061800**** previously serviced and/or owned by JP Morgan Chase Bank, National Association”; and
- iv. Plaintiff provided Defendant with a **proposed description of the class of similarly situated consumers** whom Plaintiff, based on information and belief, alleges has been harm as a result of Defendant’s conduct, actions, and inactions in violation of the FCRA.

67. Defendant received Plaintiff’s Class Dispute letter on August 28, 2017, evidenced by the U.S. Postal Service Certified Mail receipt stamped by Defendant and returned to Plaintiff on August 31, 2017, as shown in **Exhibit S** attached hereto.

68. Experian received Plaintiff’s Class Dispute letter on August 29, 2017, evidenced by the U.S. Postal Service Certified Mail receipt stamped by Experian and returned to Plaintiff on September 1, 2017, as shown in **Exhibit T** attached hereto.

69. Equifax received Plaintiff's Class Dispute letter on August 27, 2017, evidenced by the U.S. Postal Service Certified Mail receipt stamped by Equifax and returned to Plaintiff on September 1, 2017, as shown in **Exhibit U** attached hereto.

70. Trans Union received Plaintiff's Class Dispute letter on August 28, 2017, evidenced by the U.S. Postal Service Certified Mail receipt stamped by Trans Union and returned to Plaintiff on September 6, 2017, as shown in **Exhibit V** attached hereto.

71. On September 7, 2017, Plaintiff received a letter from Defendant, attached hereto as **Exhibit W**, confirming receipt of Plaintiff's Class Dispute letters on August 28, 2017 and stating that Defendant would "research and resolve this request".

72. On September 27, 2017, Defendant provided Plaintiff with a response (*hereinafter* "Class Response") to Plaintiff's Class Dispute letters sent to Defendant and the CRAs on August 23, 2017, as shown in **Exhibit X** attached hereto. In the Class Response, Defendant stated that "Chase ('Defendant') disagrees with" Plaintiff's "assertion that its reporting of the Account to the CRAs was inaccurate at any point in time."

73. Defendant then asserted that "Chase accurately reported the Account 180+ days past due with each subsequent missed monthly payment due under the Note after filing the Foreclosure Complaint."

74. However, **once accelerated, the Note and Mortgage will remain accelerated up and until dismissal of the foreclosure action declaring acceleration.**

75. If this rule did not apply, Defendant would be permitted to commence foreclosure proceedings and declare acceleration, and subsequently file a separate Verified Complaint to Foreclose Mortgage or “VCFM” for every month Defendant did not receive payment for the entire life of the loan. It is only upon dismissal of the foreclosure action that deceleration occurs and Defendant’s right to refile a foreclosure action renews.

76. In the Class Response, Defendant continued by acknowledging the Final Judgment of Foreclosure obtained by Defendant on May 28, 2014, in the amount of \$123,836.94, against Plaintiff.

77. However, in the final paragraph of the Class Response, Defendant again concludes that Defendant accurately reported to the CRAs that Plaintiff was “180+ days past due” on a monthly mortgage payment after entry of the Final Judgment, in contradiction to the case law cited by Defendant finding that a mortgagor no longer has the option of making monthly mortgage installment payments upon the entry of a final judgment, which Defendant acknowledges obtaining on May 28, 2014, approximately eleven (11) months prior to March 2015, the final month Defendant continues to allege that Plaintiff was 180+ days late or more on a monthly mortgage payment owed to Defendant.

78. On October 16, 2017, beyond the expiration of the thirty (30) day period, thus providing ample time for the CRAs and Defendant to conduct investigations and reinvestigations into the disputed information, Plaintiff retrieved his post-Class Dispute consumer credit reports (*hereinafter* “Post-Class Dispute Reports”) from Experian, Trans Union, and Equifax, which continued to contain Inaccuracies pertaining to Plaintiff, as shown in **Exhibit E** attached hereto.

79. The October 16, 2017 Post-Class Dispute Reports:

- i. **inaccurately depict the current “status” of the account associated with the Note and Mortgage as “120+ DAYS PAST DUE”;**
- ii. **inaccurately and incompletely state, under “Comments:” that the account associated with the Note and Mortgage is “180 Days past due”;**
- iii. **inaccurately report that Plaintiff was 120 days or more late on a monthly payment to Defendant from May 2013 until February 2015;**
- iv. **fail to include accurate and complete information relating to the account, including the fact that the account was paid off, the consumer information pertaining to Plaintiff is currently in dispute, and that the account is no longer an adverse account.**

80. These Post-Class Dispute Reports attached hereto in **Exhibit E** show that Defendant engaged in the harmful practice of failing to conduct a reasonable investigation and/or reinvestigation and continuing to falsely assert that Plaintiff missed installment payments pursuant to the original Note and Mortgage to one or more CRAs, each month for twenty-two (22) months, following acceleration, despite Plaintiff’s submission of three (3) Disputes, attached hereto as **Exhibit B**, Defendant’s receipt of the three (3) Disputes, and Plaintiff’s subsequent submission of four (4) Class Disputes, attached hereto as **Exhibit D**, on behalf of himself, and members of the Class, and Defendant’s receipt of the three (4) Class Disputes, thus allowing Plaintiff’s private right of action to accrue under 15 U.S.C. § 1681s-2(b).

81. Since Defendant never elected to dismiss the foreclosure action filed against Plaintiff in May of 2013, Defendant never elected to decelerate the Note and Mortgage.

82. Absent dismissal-triggered-deceleration of the Note and Mortgage, making monthly payments does not become an option.

83. However, because the Mortgage **only** allows for reinstatement **up until five (5) days prior to sale** but does not provide a mechanism for making monthly payments pursuant to the **decelerated terms of the Note and Mortgage following the declaration of acceleration, regardless of whether dismissal ever takes place**, **Plaintiff never had the ability to make monthly payments following the filing of the VCFM in May of 2013.**

84. Thus, because Plaintiff never had the ability to make monthly payments to Defendant following the filing of the VCFM and Defendant's declaration of acceleration, **all derogatory marks on Plaintiff's credit reports falsely asserting Plaintiff was delinquent and/or late on a monthly payment owed to Defendant from May 2013 through March 2015, are inaccurate and Defendant failed to comply Defendant's duties under the FCRA by failing to reasonably investigate and/or reinvestigate the accuracy and/or completeness of the information being disputed by Plaintiff.**

85. Plaintiff provided Defendant with substantial notice and opportunity to cure and all conditions precedent necessary for Plaintiff's private right of action have occurred and/or been satisfied.

86. Had Defendant conducted a reasonable investigation and/or reinvestigation, Defendant would have verified that the mortgage and loan account had been accelerated and Plaintiff no longer had to option of making monthly installment payments pursuant to the terms of the original Note and Mortgage, thereby rendering the consumer information being furnished by Defendant and contained in the Initial Reports, Post-Dispute Reports, and Post-Class Dispute Reports incomplete and/or inaccurate.

87. Plaintiff, and others similarly situated, have been suffered concrete and particularized injury and were damaged as a direct and proximate cause of Defendant's conduct, actions, and inactions.

88. Plaintiff, and members of the Class, have suffered concrete and particularized injury, including, without limitation, the violation of their statutory rights, damage to their creditworthiness, impairment of their ability to rebuild and/or build their creditworthiness, impairment of their ability to obtain credit on favorable terms and/or obtain credit whatsoever, as well as other injuries, including, without limitation, severe financial and emotional harm, which will be further evidenced through discovery.

IV. CLASS ACTION ALLEGATIONS

89. Plaintiff re-alleges and reincorporates Paragraphs 1 through 88 as fully set forth herein below.

90. Based on publicly available information obtained from the CFPB and Plaintiff's personal experience, Plaintiff believes a class of similarly situated individuals exists who have suffered concrete and particularized injury similar to that of Plaintiff as a result of Defendant's violations and systemic noncompliance with Defendant's duties under the FCRA.

91. Defendant has violated the FCRA in connection with Plaintiff's mortgage but also the mortgage of numerous consumers, some of whom have filed complaints with the CFPB further evidencing Defendant's willful noncompliance with the FCRA in violation of the statutorily protected rights of consumers.

92. In the CFPB's January 2017 Monthly Complaint Report, Defendant was named **number six (#6) among the Most-Complained About Companies for Mortgages.**

93. In the CFPB's April 2017 Monthly Complaint Reports, Defendant was named **number seven (No. 7)** and one of the **Top 10 Most-Complained About Companies**, showing a **3% increase in consumer complaints when compared to the same three (3) month period from 2016.**

94. 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 15 U.S.C. § 1681a(c) of the FCRA, who had a loan and/or mortgage serviced by or held by Defendant, which was "accelerated", thereby declaring immediately due and payable, all past due and future monthly payment installments of the principal into one lump sum consisting of the full amount payable under the note and mortgage, plus interest, evidenced by the filing of a Verified Complaint to Foreclosure Mortgage or its equivalent, and was subsequently harmed, within the statutory limits prescribed by 15 U.S.C. § 1681p of the FCRA, due to Defendant's harmful practice of failing to conduct a reasonable investigation and/or reinvestigation into consumer disputes received by Defendant, and continuing to furnish inaccurate and/or incomplete information or "Inaccuracies" about such consumers in violation of 15 U.S.C. § 1681 *et seq.*

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.

95. 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 accelerated and/or serviced after acceleration, the loans and mortgages of countless consumers meeting the definition of the Class, and furnished consumer data pertaining to such loan and mortgage accounts, to CRAs. 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. Defendant has failed to comply with Defendant’s duties under the FCRA in connection with Plaintiff’s Mortgage but also the mortgages of numerous consumers, some whom have filed complaints with the CFPB, evidencing Defendant’s systemic failure to conduct reasonable investigations and/or reinvestigations into the disputes of consumers submitted to CRA(s) and received by Defendant, including:

- i. Date: 10/06/2017; Product: Mortgage; CFPB Consumer Complaint ID: 2694792** – Defendant violated 15 U.S.C. § 1681s-2(b) by failing to conduct a reasonable investigation and/or reinvestigation into the completeness and/or accuracy of the consumer information being furnished by Defendant to CRA(s), despite the submission of a dispute, by a consumer who had a mortgage serviced and/or owned by Defendant, and Defendant’s receipt of the dispute notice;
- ii. Date: 09/30/2017; Product: Mortgage; CFPB Consumer Complaint ID: 3689364** – Defendant violated 15 U.S.C. § 1681s-2(b) by failing to conduct a reasonable investigation and/or reinvestigation into the completeness and/or accuracy of the consumer information being furnished by Defendant to CRA(s), despite the submission of a dispute, by a consumer who had a mortgage serviced and/or owned by Defendant, and Defendant’s receipt of the dispute notice;
- iii. Date: 01/01/2017; Product: Mortgage; CFPB Consumer Complaint ID: 2681287** – Defendant violated 15 U.S.C. § 1681s-2(b) by failing to conduct a reasonable investigation and/or reinvestigation into the completeness and/or accuracy of the consumer information being furnished by Defendant to CRA(s), despite the submission of a dispute, by a consumer who had a mortgage serviced and/or owned by Defendant, and Defendant’s receipt of the dispute notice;

- iv. **Date: 01/01/2017; CFPB Consumer Complaint ID: 2580739** – Defendant violated 15 U.S.C. § 1681s-2(b) by failing to conduct a reasonable investigation and/or reinvestigation into the completeness and/or accuracy of the consumer information being furnished by Defendant to CRA(s), despite the submission of a dispute, by a consumer who had a mortgage serviced and/or owned by Defendant, and Defendant's receipt of the dispute notice;

96. *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 FCRA by willfully failing to comply with Defendant's duty, as a furnisher of information and consumer data, to conduct a reasonable investigation and/or reinvestigation into the disputes submitted by consumers to CRAs and received by Defendant, as to the accuracy and/or completeness of the consumer information being provided by Defendant to the CRAs, and continuing to furnish inaccurate and/or incomplete information or Inaccuracies about Plaintiff and members of the Class to one or more CRAs in violation of 15 U.S.C. § 1681 et. seq.;*
- ii. *Whether Defendant violated the FCRA by negligently failing to comply with Defendant's duty, as a furnisher of information and consumer data, to conduct a reasonable investigation and/or reinvestigation into the disputes submitted by consumers to CRAs and received by Defendant, as to the accuracy and/or completeness of the consumer information being provided by Defendant to the CRAs, and continuing to furnish inaccurate and/or incomplete information or Inaccuracies about Plaintiff and members of the Class to one or more CRAs in violation of 15 U.S.C. § 1681 et. seq.;*

97. *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 concrete and particularized injury and damages as a direct and/or proximate cause of Defendant's willful and/or negligent conduct, actions, and inactions.

98. 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.

99. 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: WILLFUL NONCOMPLIANCE
[DEFENDANT JPMORGAN: Pursuant to 15 U.S.C. § 1681n]
Class Claim

100. Plaintiff re-alleges and reincorporates Paragraphs 1 through 99 as fully set forth herein below.

101. Defendant is, was, and at all times material to this action, a “furnisher” of consumer credit information pursuant to 15 U.S.C. § 1681s-2.

102. Defendant received Plaintiff’s notice of dispute or the “Disputes,” as well as the class-wide pre-suit notice of dispute and intent to commence legal proceedings or the “Class Disputes,” from three CRAs, including, Experian, Equifax, and Trans Union.

103. Defendant was provided notice of the Disputes and Class Disputes, concerning the Inaccuracies furnished by Defendant to various CRAs pertaining to Plaintiff and Class members, with ample time and opportunity to reasonably investigate, reinvestigate, and cure, but failed to do so.

104. Defendant is liable under 15 U.S.C. § 1681n by violating 15 U.S.C. § 1681s-2(b) by:

- i. Willfully failing to conduct a reasonable investigation and/or reinvestigation into the Disputes and Class Disputes, including, the specific information contained in the Disputes and the specific information contained in the Class Disputes;
- ii. Willfully failing to adequately report the results of its investigation and/or reinvestigation to the CRAs;
- iii. Willfully failing to report complete and accurate consumer information pertaining to Plaintiff, and members of the Class, to the CRAs;
- iv. Willfully failing to accurately and/or completely report to the CRAs that Defendant refuses to accept monthly mortgage installment payments after acceleration and the filing of a foreclosure complaint such as the VCFM.
- v. Willfully failing to accurately and/or completely report to the CRAs that Plaintiff no longer had the option to make monthly mortgage payments following acceleration and the filing of the VCFM.
- vi. Willfully failing to accurately and/or completely report to the CRAs that Defendant had obtained a judgment in May of 2014 and that Plaintiff no longer had the option to make monthly mortgage installment payments to Defendant following the entry of the Final Judgment.

- vii. Failing to accurately and/or completely report to the CRAs that Plaintiff fully satisfied his obligations under the loan and mortgage account held by Defendant in June of 2015.
- viii. Willfully and maliciously failing to comply with Defendant's duty, as a furnisher of information and consumer data, to investigate and/or reinvestigate disputes submitted by consumers to CRAs and received by Defendant, as to the accuracy and/or completeness of the consumer information being provided by Defendant to CRAs, and continuing to furnish inaccurate and/or incomplete information or Inaccuracies about consumers.
- ix. Willfully and repeatedly furnishing Inaccuracies pertaining to Plaintiff and members of the Class to various CRAs despite determining that the information being furnished is inaccurate and/or incomplete.
- x. Maintaining and engaging in a systemic pattern and practice of willful noncompliance with Defendant's duties as prescribed by 15 U.S.C. § 1681s-2(b) of the FCRA.

105. As a result of Defendant's willful noncompliance with the FCRA in violation of Defendant's duty, Plaintiff and members of the Class have suffered concrete and particularized injury, including, without limitation, the violation of their statutory rights, severe damage to their personal and consumer reputations, damage to their creditworthiness, impairment of their ability to rebuild and/or build their creditworthiness, impairment of their ability to obtain credit on favorable terms and/or obtain credit whatsoever, as well as other injuries, including, without limitation, severe financial and emotional harm, which will be further evidenced through discovery.

106. Defendant's conduct was willful, rendering Defendant liable for actual damages, costs, and attorney's fees under 15 U.S.C. § 1681n of the FCRA.

VI. COUNT TWO: NEGLIGENT NONCOMPLIANCE
[DEFENDANT JPMORGAN: Pursuant to 15 U.S.C. § 1681o]
Class Claim

107. Plaintiff re-alleges and reincorporates Paragraphs 1 through 99 as fully set forth herein below.

108. Defendant is, was, and at all times material to this action, a “furnisher” of consumer credit information pursuant to 15 U.S.C. § 1681s-2.

109. Defendant received Plaintiff’s notice of dispute or the “Disputes”, as well as the class-wide pre-suit notice of dispute and intent to commence legal proceedings or the “Class Disputes”, from three CRAs, including, Experian, Equifax, and Trans Union.

110. Defendant was provided notice of the Disputes and Class Disputes, concerning the Inaccuracies furnished by Defendant to various CRAs pertaining to Plaintiff and Class members, with ample time and opportunity to reasonably investigate, reinvestigate, and cure, but failed to do so.

111. Defendant is liable under 15 U.S.C. § 1681o by violating 15 U.S.C. § 1681s-2(b) by:

- i. Negligently failing to conduct a reasonable investigation or reinvestigation into the Disputes and Class Disputes, including, the specific information contained in the Disputes and the specific information contained in the Class Disputes.
- ii. Negligently failing to adequately report the results of its investigation and/or reinvestigation to the CRAs.
- iii. Negligently failing to report complete and accurate consumer information pertaining to Plaintiff, and members of the Class, to the CRAs.
- iv. Negligently failing to accurately and/or completely report to the CRAs that Plaintiff no longer had the option to make monthly mortgage payments following acceleration and the filing of the VCFM.
- v. Negligently failing to accurately and/or completely report to the CRAs that Defendant had obtained a judgment in May of 2014 and that Plaintiff no longer had the option to make monthly mortgage installment payments to Defendant following the entry of the Final Judgment.
- vi. Negligently failing to accurately and/or completely report to the CRAs that Plaintiff fully satisfied his obligations under the loan and mortgage account held by Defendant in June of 2015.

- vii. Negligently breaching Defendant's duty, as a furnisher of information and consumer data, to investigate and/or reinvestigate disputes submitted by consumers to CRAs and received by Defendant, as to the accuracy and/or completeness of the consumer information being provided by Defendant to CRAs, and continuing to furnish inaccurate and/or incomplete information or Inaccuracies about consumers.
- viii. Repeatedly and negligently furnishing Inaccuracies pertaining to Plaintiff and members of the Class to one or more CRAs despite determining that the information being furnished is inaccurate and/or incomplete.
- ix. Maintaining and engaging in a systemic pattern and practice of negligent noncompliance with Defendant's duties as prescribed by 15 U.S.C. § 1681s-2(b) of the FCRA.

112. As a result of Defendant's negligent noncompliance with the FCRA and breach of Defendant's duties as a furnisher of consumer information, Plaintiff and members of the Class have suffered concrete and particularized injury, including, without limitation, the violation of their statutory rights, severe damage to their personal and consumer reputations, damage to their creditworthiness, impairment of their ability to rebuild and/or build their creditworthiness, impairment of their ability to obtain credit on favorable terms and/or obtain credit whatsoever, as well as other injuries, including, without limitation, severe financial and emotional harm, which will be further evidenced through discovery.

113. Defendant's conduct was negligent, rendering Defendant liable for actual damages, costs, and attorney's fees pursuant to 15 U.S.C. § 1681s-2(b) of the FCRA.

VII. PLAINTIFF'S PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, MARK DONALD HUNT, individually, and on behalf of the Class, moves for class certification as set forth herein, designation of Plaintiff as the Class Representative, the undersigned attorney as Class Counsel, and respectfully asks this Honorable Court to grant relief for his claims and prays for judgment against DEFENDANT, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, for:

- i. Declaratory relief stating that Defendant's conduct, actions and inactions violate the FCRA;
- ii. Declaratory and injunctive relief preventing Defendant from violating the FCRA in the future;
- 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.

VIII. 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, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION:

- i. Directing Defendant to cease its violations of the FCRA;
- 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.

IX. DEMAND FOR JURY TRIAL

Plaintiff, on behalf of himself and the putative Class members, demands a trial by jury of all issues triable by jury as a matter of right.

DATED this 25th day of October, 2017.

Respectfully submitted,



JONATHAN KLINE, ESQ.

Fla. Bar No.: 6092

Service E-mail: 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

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 JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
(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 Stroock & Stroock & Lavan LLP, Southeast Financial Center, 200 South Biscayne Blvd., Suite 3100, Miami, FL 33131
(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) III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)
1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party) PTF DEF Citizen of This State 1 1 Incorporated or Principal Place of Business In This State 4 4
2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III) Citizen of Another State 2 2 Incorporated and Principal Place of Business In Another State 5 5
Citizen or Subject of a Foreign Country 3 3 Foreign Nation 6 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)
CONTRACT: 110 Insurance, 120 Marine, 130 Miller Act, 140 Negotiable Instrument, 150 Recovery of Overpayment & Enforcement of Judgment, 151 Medicare Act, 152 Recovery of Defaulted Student Loans (Excl. Veterans), 153 Recovery of Overpayment of Veteran's Benefits, 160 Stockholders' Suits, 190 Other Contract, 195 Contract Product Liability, 196 Franchise
PERSONAL INJURY: 310 Airplane, 315 Airplane Product Liability, 320 Assault, Libel & Slander, 330 Federal Employers' Liability, 340 Marine, 345 Marine Product Liability, 350 Motor Vehicle, 355 Motor Vehicle Product Liability, 360 Other Personal Injury, 362 Personal Injury - Med. Malpractice
REAL PROPERTY: 210 Land Condemnation, 220 Foreclosure, 230 Rent Lease & Ejectment, 240 Torts to Land, 245 Tort Product Liability, 290 All Other Real Property
TORTS: 365 Personal Injury - Product Liability, 367 Health Care/Pharmaceutical Personal Injury Product Liability, 368 Asbestos Personal Injury Product Liability
LABOR: 710 Fair Labor Standards Act, 720 Labor/Mgmt. Relations, 740 Railway Labor Act, 751 Family and Medical Leave Act, 790 Other Labor Litigation, 791 Empl. Ret. Inc. Security Act
FORFEITURE/PENALTY: 625 Drug Related Seizure of Property 21 USC 881, 690 Other
BANKRUPTCY: 422 Appeal 28 USC 158, 423 Withdrawal 28 USC 157
PROPERTY RIGHTS: 820 Copyrights, 830 Patent, 835 Patent - Abbreviated New Drug Application, 840 Trademark
SOCIAL SECURITY: 861 HIA (1395ff), 862 Black Lung (923), 863 DIWC/DIWW (405(g)), 864 SSID Title XVI, 865 RSI (405(g))
FEDERAL TAX SUITS: 870 Taxes (U.S. Plaintiff or Defendant), 871 IRS-Third Party 26 USC 7609
OTHER STATUTES: 375 False Claims Act, 376 Qui Tam (31 USC 3729 (a)), 400 State Reapportionment, 410 Antitrust, 430 Banks and Banking, 450 Commerce, 460 Deportation, 470 Racketeer Influenced and Corrupt Organizations, 480 Consumer Credit, 490 Cable/Sat TV, 850 Securities/Commodities/Exchange, 890 Other Statutory Actions, 891 Agricultural Acts, 893 Environmental Matters, 895 Freedom of Information Act, 896 Arbitration, 899 Administrative Procedure Act/Review or Appeal of Agency Decision, 950 Constitutionality of State 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: Chief Judge K. Michael Moore DOCKET NUMBER: 0:17-cv-61230-KMM

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):
15 U.S.C. § 1681 et seq., the Fair Credit Reporting Act
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 \$ CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
DATE: October 25, 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.

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
111 Polaris Pkwy,
Columbus, OH 43240
c/o CT Corporation System
1200 South Pine Island Road
Plantation, FL 33324

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

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))

This summons for *(name of individual and title, if any)* _____
was received by me on *(date)* _____ .

I personally served the summons on the individual at *(place)* _____
_____ on *(date)* _____ ; or

I left the summons at the individual's residence or usual place of abode with *(name)* _____
_____, a person of suitable age and discretion who resides there,
on *(date)* _____ , and mailed a copy to the individual's last known address; or

I served the summons on *(name of individual)* _____ , who is
designated by law to accept service of process on behalf of *(name of organization)* _____
_____ on *(date)* _____ ; or

I returned the summons unexecuted because _____ ; or

Other *(specify)*:

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 _____ .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Print

Save As...

Reset

Exhibit A

Plaintiff's pre-dispute consumer reports or "Initial Reports", from Experian, Trans Union, and Equifax, which alerted Plaintiff to Defendant's inaccurate and incomplete furnishing activities pertaining to Plaintiff, in May 2017, showing the date of Plaintiff's discovery of the injuries to his creditworthiness and the specific information Plaintiff disputed.



As of May 16, 2017

PERSONAL INFORMATION

MARK DONALD HUNT

Date of Birth:

[Redacted] 1963

Also Known As:

Current Address:

[Redacted] PO BOX
MARGATE, FL
33093

Employment History:



Address History:

[Redacted] 2ND CT
COCONUT CREEK,
FL 33066

[Redacted] PO BOX
MARGATE, FL
33093

ALL ACCOUNTS



Opened:



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



CHASE MTG
Act. # 15606180****



Opened: 11/27/2002
Closed: 03/16/2015
Reported: 03/16/2015
Condition: Transferred
Joint Account

Limit: \$0
Balance: \$0
Payment: \$1,316
Credit Type: Primary or secondary mortgage

Remarks: Transferred to another lender

2015

120 120
Jan Feb

2014

120 120 120 120 120 120 120 120 120 120 120 120
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

2013

60 90 120 120 120 120 120 120 120 120 120 120
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

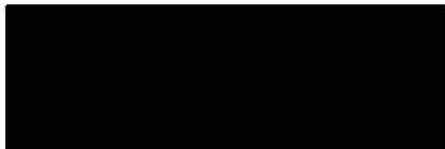
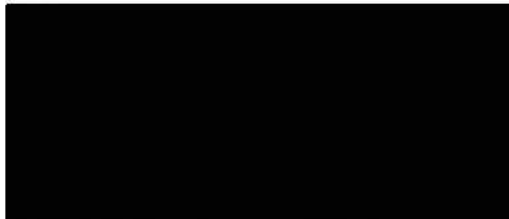
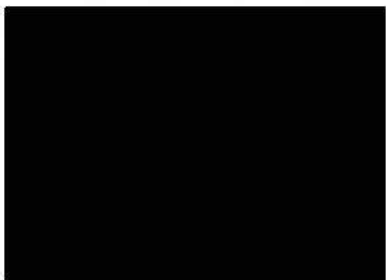
2012

OK OK OK OK OK OK OK OK OK OK 30 60
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

2011

OK OK OK OK OK OK NR OK OK OK
Mar Apr May Jun Jul Aug Sep Oct Nov Dec

Creditor Contact:
P.O. BOX 24696
COLUMBUS, OH 43224





As of May 16, 2017

PERSONAL INFORMATION



MARK D HUNT

Date of Birth:

[Redacted] 1963

Also Known As:

Current Address:

[Redacted] NE 6TH AVE
DELRAY BEACH, FL
334835516

Employment History:



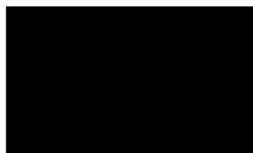
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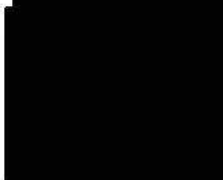
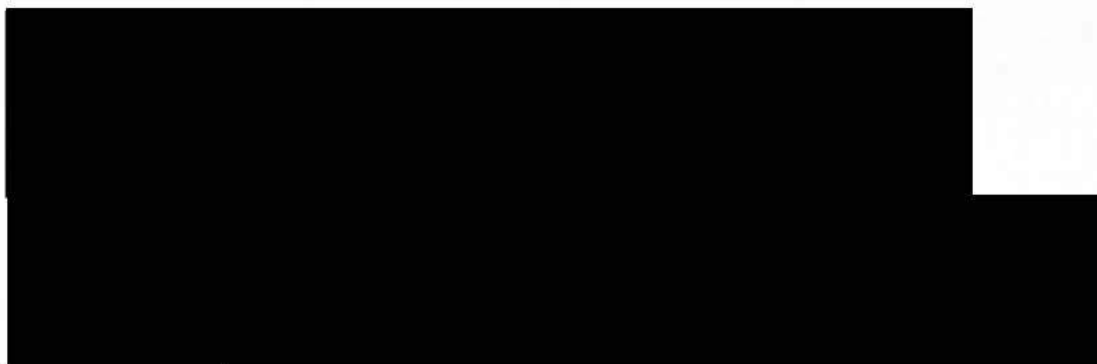
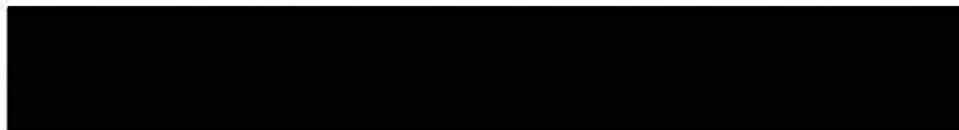
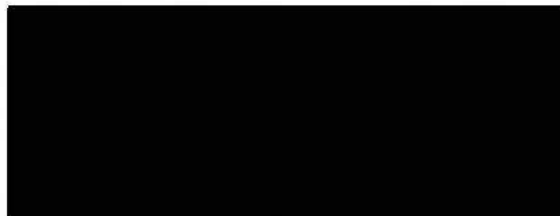
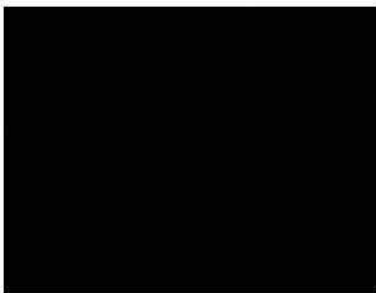
PO BOX [Redacted]
MARGATE, FL
330938809



[Redacted] NW 2ND CT
COCONUT CREEK,
FL 330661710

ALL ACCOUNTS ([Redacted])





CHASE MTG
Act. # 15606180****



Opened: 11/01/2002
Closed:
Reported: 03/31/2015
Condition: Transferred
Joint Account

Limit: \$0
Balance: \$0
Payment: \$0
Credit Type: Primary or secondary mortgage

Remarks: Transferred to another lender or claim purchased.

Foreclosure proceeding started.

2015

RF	RF	NR
Jan	Feb	Mar

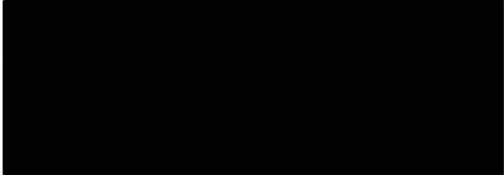
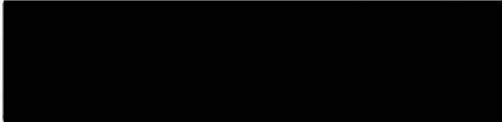
2014

RF	RF	RF	RF	RF	RF	RF	RF	RF	RF	RF	RF
Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

2013

120	150	NR	RF	RF	RF	RF	RF	RF	RF
Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec

Creditor Contact:
PO BOX 24696
COLUMBUS, OH 43224



EQUIFAX



As of May 16, 2017

PERSONAL INFORMATION



MARK D HUNT

Date of Birth:

1963

Also Known As:

Current Address:

PO BOX
MARGATE, FL
33093

Address History:

NW 2ND CT
COCONUT CREEK,
FL 33066

NE 6TH AVE
DELRAY BEACH, FL
33483

ALL ACCOUNTS



[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]



CHASE MTG
Act. # 15606180****



Opened: 11/01/2002
Closed:
Reported: 03/01/2015
Condition: Transferred
Joint Account

Limit: \$0
Balance: \$0
Payment: \$1,316
Credit Type: Primary or secondary mortgage

Remarks: Account transferred or sold

Real Estate Mortgage

2015

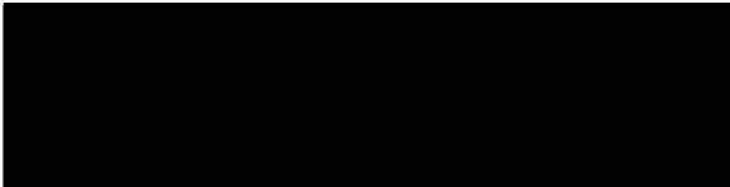
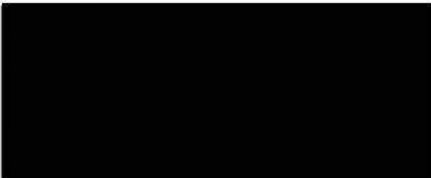
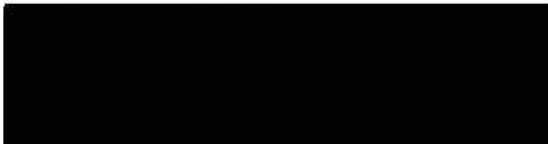
120 120
Jan Feb

2014

120 120 120 120 120 120 120 120 120 120 120 120
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec

2013

120 120 120 120 120 120 120 120 120 120
Mar Apr May Jun Jul Aug Sep Oct Nov Dec





2013



CHASE MTG
Act. # 15606180****



Opened: 11/01/2002

Limit: \$0

Closed:

Balance: \$0

Reported: 03/01/2015

Payment: \$1,316

Condition: Transferred

Credit Type: Primary or secondary mortgage

Joint Account

Remarks: Account transferred or sold

Real Estate Mortgage

2015



2014



2013



Exhibit B

Three (3) notices of dispute or “Disputes” submitted by Plaintiff on June 30, 2017, via U.S. Postal Service Certified Mail, to the CRAs from whom Plaintiff obtained his Initial Reports in May 2017, which contained the Inaccuracies being disputed by Plaintiff.



Jonathan Kline, P.A.
Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt
Property Address:
[REDACTED] NW 2nd CT
Coconut Creek, FL 33068

June 30, 2017

VIA U.S. MAIL
AND CERTIFIED MAIL # 7012 2210 0001 3193 4871

Experian
Experian Information Solutions, Inc.
P.O. Box 4500
Allen, TX 75013

Mark Donald Hunt's Notice of Dispute Letter to Experian

To Whom It May Concern:

I am writing on behalf my client, Mr. Mark Donald Hunt, as his retained attorney, regarding inaccurate, incomplete, and derogatory consumer information being furnished by JPMorgan Chase Bank, National Association, in relation to Mr. Mark Hunt and a loan and mortgage agreement between Mr. Mark Hunt and JPMorgan Chase Bank, National Association.

Below you will find a detailed account of the disputed matter, and the reasons for which this notice of dispute letter is being submitted, in order to help further a reinvestigation into the accuracy and completeness of information appearing in Mr. Mark Hunt's Experian consumer credit report, which I am requesting commences upon receipt of this notice. In May 2013, JPMorgan Chase Bank, National Association filed a verified complaint to foreclose mortgage against Mr. Mark Hunt because of a promissory note they called a "Uniform Secured Note" or "Note". Mark also signed a purchase money mortgage they called a "Security Instrument". Both of these documents were signed and delivered by Mr. Mark Hunt to JPMorgan Chase Bank, National Association in November 2002. The documents were also recorded by JPMorgan Chase Bank, National Association in the Official Records Book 34185, Page 977 of the Public Records of Broward County, Florida. This verified complaint to foreclose mortgage said Mark had been in default on the loan payments since December 1, 2012.

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

Broward (954) 888-4646
Miami-Dade (305) 443-3554
Palm Beach (561) 733-6761
Nationwide (800) 581 5297
Fax (954) 888-4647



Jonathan Kline, P.A.
Attorneys at Law

The verified complaint to foreclose mortgage stated that JPMorgan Chase Bank, National Association “declares the full amount payable under the Note and Mortgage to be due and payable”, thereby accelerating the mortgage and maturing all future monthly payments into one lump sum plus interest immediately due. Therefore, when JPMorgan Chase Bank, National Association filed the verified complaint to foreclose mortgage, they also accelerated the mortgage making all monthly payments under the note and mortgage, plus interest, due immediately

Pursuant to the Note, the only right and/or remedy of Mr. Mark Hunt was reinstatement, not to make monthly payments. The Note does not provide a mechanism to make monthly payments after acceleration has occurred. Therefore, the inaccurate, incomplete, and derogatory consumer information relating to Mr. Mark Hunt, furnished by JPMorgan Chase Bank, National Association to various credit reporting agencies, including Experian Information Solutions, Inc. for (22) twenty-two consecutive months following acceleration of the Mortgage and thereafter included in Mr. Mark Hunt’s Experian consumer credit reports, thereby destroying Mr. Mark Hunt’s creditworthiness, is being disputed by Mr. Mark Hunt. Thus, the filing of the verified complaint to foreclose mortgage in May 2013, constitutes the date of acceleration, after which Mr. Mark Hunt no longer had the ability and/or obligation to make monthly payments to the furnisher of the consumer information at issue, JPMorgan Chase Bank, National Association.

The purpose of this letter is to: i. provide notice to Experian Information Solutions, Inc., that Mr. Mark Hunt is disputing the inaccurate, incomplete, and derogatory consumer information in relation to Mr. Mark Hunt being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt’ consumer credit reports from Experian Information Solutions, Inc. under “CHASE MTG” and “Act. #15606180****” inaccurately showing that Mr. Mark Hunt was 120 days or more delinquent and/or missed a monthly payment pursuant to a “Primary or secondary mortgage” for (22) twenty-two consecutive months beginning in May 2013 and continuing until December of 2015; ii. request that Experian Information Solutions, Inc. provide prompt notice of this dispute to the furnisher of the inaccurate, incomplete, and derogatory consumer information, JPMorgan Chase Bank, National Association, and that Mr. Mark Hunt is disputing the referenced information being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt’s consumer credit reports from Experian Information Solutions, Inc.; iii. request that Experian Information Solutions, Inc. conduct a reinvestigation into the accuracy and completeness of the information disputed by Mr. Mark Hunt; and iv. at the conclusion of such reinvestigation promptly delete such inaccurate and incomplete information from Mr. Mark Hunt’s consumer file and promptly notify the furnisher, JPMorgan Chase Bank, National Association that the information has been deleted from Mr. Mark Hunt’s consumer file held by Experian Information Solutions, Inc.; v. request that Experian Information Solutions, Inc. provide written notice of the results of the reinvestigation into the information Mr. Mark Hunt’s is disputing, by mail, to the below listed address.

Jonathan Kline, P.A.
Attorneys at Law

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Broward (954) 888-4646
Miami-Dade (305) 443-3554
Palm Beach (561) 733-6761
Nationwide (800) 581 5297
Fax (954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Hunt to the below listed address.

DATED this 30th day of June, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

Jonathan Kline, P.A.
Attorneys at Law

2761 Executive Park Drive Weston, FL 33331

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Miami-Dade	(305) 443-3554
Palm Beach	(561) 733-6761
Nationwide	(800) 581 5297
Fax	(954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt
Property Address:
[REDACTED] NW 2nd CT
Coconut Creek, FL 33068

June 30, 2017

VIA U.S. MAIL
AND CERTIFIED MAIL # 7012 2210 0001 3193 4864
TransUnion
Trans Union, LLC
P.O. Box 2000
Chester, P.A. 19016

Mark Donald Hunt's Notice of Dispute Letter to TransUnion

To Whom It May Concern:

I am writing on behalf my client, Mr. Mark Donald Hunt, as his retained attorney, regarding inaccurate, incomplete, and derogatory consumer information being furnished by JPMorgan Chase Bank, National Association, in relation to Mr. Mark Hunt and a loan and mortgage agreement between Mr. Mark Hunt and JPMorgan Chase Bank, National Association.

Below you will find a detailed account of the disputed matter, and the reasons for which this notice of dispute letter is being submitted, in order to help further a reinvestigation into the accuracy and completeness of information appearing in Mr. Mark Hunt's TransUnion consumer credit report, which I am requesting commences upon receipt of this notice. In May 2013, JPMorgan Chase Bank, National Association filed a verified complaint to foreclose mortgage against Mr. Mark Hunt because of a promissory note they called a "Uniform Secured Note" or "Note". Mark also signed a purchase money mortgage they called a "Security Instrument". Both of these documents were signed and delivered by Mr. Mark Hunt to JPMorgan Chase Bank, National Association in November 2002. The documents were also recorded by JPMorgan Chase Bank, National Association in the Official Records Book 34185, Page 977 of the Public Records of Broward County, Florida. This verified complaint to foreclose mortgage said Mark had been in default on the loan payments since December 1, 2012.

Jonathan Kline, P.A.
Attorneys at Law

2761 Executive Park Drive Weston, FL 33331

Broward (954) 888-4646
Miami-Dade (305) 443-3554
Palm Beach (561) 733-6761
Nationwide (800) 581 5297
Fax (954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

The verified complaint to foreclose mortgage stated that JPMorgan Chase Bank, National Association “declares the full amount payable under the Note and Mortgage to be due and payable”, thereby accelerating the mortgage and maturing all future monthly payments into one lump sum plus interest immediately due. Therefore, when JPMorgan Chase Bank, National Association filed the verified complaint to foreclose mortgage, they also accelerated the mortgage making all monthly payments under the note and mortgage, plus interest, due immediately

Pursuant to the Note, the only right and/or remedy of Mr. Mark Hunt was reinstatement, not to make monthly payments. The Note does not provide a mechanism to make monthly payments after acceleration has occurred. Therefore, the inaccurate, incomplete, and derogatory consumer information relating to Mr. Mark Hunt, furnished by JPMorgan Chase Bank, National Association to various credit reporting agencies, including Trans Union, LLC for (22) twenty-two consecutive months following acceleration of the Mortgage and thereafter included in Mr. Mark Hunt’s TransUnion consumer credit reports, thereby destroying Mr. Mark Hunt’s creditworthiness, is being disputed by Mr. Mark Hunt.

Thus, the filing of the verified complaint to foreclose mortgage in May 2013, constitutes the date of acceleration, after which Mr. Mark Hunt no longer had the ability and/or obligation to make monthly payments to the furnisher of the consumer information at issue, JPMorgan Chase Bank, National Association.

The purpose of this letter is to: i. provide notice to Trans Union, LLC, that Mr. Mark Hunt is disputing the inaccurate, incomplete, and derogatory consumer information in relation to Mr. Mark Hunt being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt’s consumer credit reports from Trans Union, LLC under “CHASE MTG” and “Act. #15606180****” inaccurately showing that Mr. Mark Hunt was 120 days or more delinquent and/or missed a monthly payment pursuant to a “Primary or secondary mortgage” for (22) twenty-two consecutive months beginning in May 2013 and continuing until December of 2015; ii. request that Trans Union, LLC provide prompt notice of this dispute to the furnisher of the inaccurate, incomplete, and derogatory consumer information, JPMorgan Chase Bank, National Association, and that Mr. Mark Hunt is disputing the referenced information being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt’s consumer credit reports from Trans Union, LLC; iii. request that Trans Union, LLC conduct a reinvestigation into the accuracy and completeness of the information disputed by Mr. Mark Hunt; and iv. at the conclusion of such reinvestigation promptly delete such inaccurate and incomplete information from Mr. Mark Hunt’s consumer file and promptly notify the furnisher, JPMorgan Chase Bank, National Association that the information has been deleted from Mr. Mark Hunt’s consumer file held by Trans Union, LLC; v. request that Trans Union, LLC provide written notice of the results of the reinvestigation into the information Mr. Mark Hunt’s is disputing, by mail, to the below listed address.

Jonathan Kline, P.A.
Attorneys at Law

2761 Executive Park Drive Weston, FL 33331

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Miami-Dade	(305) 443-3554
Palm Beach	(561) 733-6761
Nationwide	(800) 581 5297
Fax	(954) 888-4647



Jonathan Kline, P.A.
Attorneys at Law

Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Hunt to the below listed address.

DATED this 30th day of June, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

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

Broward (954) 888-4646
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JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt
Property Address:
[REDACTED] NW 2nd CT
Coconut Creek, FL 33068

June 30, 2017

VIA U.S. MAIL
AND CERTIFIED MAIL # 7012 2210 0001 3193 4888

Equifax
Equifax Information Systems, LLC
P.O. Box 740256
Atlanta, GA 30348

Mark Donald Hunt's Notice of Dispute Letter to Equifax

To Whom It May Concern:

I am writing on behalf my client, Mr. Mark Donald Hunt, as his retained attorney, regarding inaccurate, incomplete, and derogatory consumer information being furnished by JPMorgan Chase Bank, National Association, in relation to Mr. Mark Hunt and a loan and mortgage agreement between Mr. Mark Hunt and JPMorgan Chase Bank, National Association.

Below you will find a detailed account of the disputed matter, and the reasons for which this notice of dispute letter is being submitted, in order to help further a reinvestigation into the accuracy and completeness of information appearing in Mr. Mark Hunt's Equifax consumer credit report, which I am requesting commences upon receipt of this notice. In May 2013, JPMorgan Chase Bank, National Association filed a verified complaint to foreclose mortgage against Mr. Mark Hunt because of a promissory note they called a "Uniform Secured Note" or "Note". Mr. Mark Hunt also signed a purchase money mortgage they called a "Security Instrument". Both of these documents were signed and delivered by Mr. Mark Hunt to JPMorgan Chase Bank, National Association in November 2002. The documents were also recorded by JPMorgan Chase Bank, National Association in the Official Records Book 34185, Page 977 of the Public Records of Broward County, Florida. This verified complaint to foreclose mortgage said Mr. Mark Hunt had been in default on the loan payments since December 1, 2012.

Jonathan Kline, P.A.
Attorneys at Law

2761 Executive Park Drive Weston, FL 33331

Broward	(954) 888-4646
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Palm Beach	(561) 733-6761
Nationwide	(800) 581-5297
Fax	(954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

The verified complaint to foreclose mortgage stated that JPMorgan Chase Bank, National Association “declares the full amount payable under the Note and Mortgage to be due and payable”, thereby accelerating the mortgage and maturing all future monthly payments into one lump sum plus interest immediately due. Therefore, when JPMorgan Chase Bank, National Association filed the verified complaint to foreclose mortgage, they also accelerated the mortgage making all monthly payments under the note and mortgage, plus interest, due immediately

Pursuant to the Note, the only right and/or remedy of Mr. Mark Hunt was reinstatement, not to make monthly payments. The Note does not provide a mechanism to make monthly payments after acceleration has occurred. Therefore, the inaccurate, incomplete, and derogatory consumer information relating to Mr. Mark Hunt, furnished by JPMorgan Chase Bank, National Association to various credit reporting agencies, including Equifax Information Systems, LLC for (22) twenty-two consecutive months following acceleration of the Mortgage and thereafter included in the Mr. Mark Hunt’s Equifax consumer credit reports, thereby destroying Mr. Mark Hunt’ creditworthiness, is being disputed by Mr. Mark Hunt. Thus, the filing of the verified complaint to foreclose mortgage in May 2013, constitutes the date of acceleration, after which Mr. Mark Hunt no longer had the ability and/or obligation to make monthly payments to the furnisher of the consumer information at issue, JPMorgan Chase Bank, National Association.

The purpose of this letter is to: i. provide notice to Equifax Information Systems, LLC, that Mr. Mark Hunt is disputing the inaccurate, incomplete, and derogatory consumer information in relation to Mr. Mark Hunt being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt’ consumer credit reports from Equifax Information Systems, LLC under “CHASE MTG” and “Act. # 15606180****” inaccurately showing that Mr. Mark Hunt was 120 days or more delinquent and/or missed a monthly payment pursuant to a “Primary or secondary mortgage” for (22) twenty-two consecutive months beginning in May 2013 and continuing until December of 2015; ii. request that Equifax Information Systems, LLC provide prompt notice of this dispute to the furnisher of the inaccurate, incomplete, and derogatory consumer information, JPMorgan Chase Bank, National Association, and that Mr. Mark Hunt is disputing the referenced information being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt’s consumer credit reports from Equifax Information Systems, LLC; iii. request that Equifax Information Systems, LLC conduct a reinvestigation into the accuracy and completeness of the information disputed by Mr. Mark Hunt; and iv. at the conclusion of such reinvestigation promptly delete such inaccurate and incomplete information from Mr. Mark Hunt’s consumer file and promptly notify the furnisher, JPMorgan Chase Bank, National Association that the information has been deleted from Mr. Mark Hunt’s consumer file held by Equifax Information Systems, LLC; v. request that Equifax Information Systems, LLC provide written notice of the results of the reinvestigation into the information Mr. Mark Hunt’s is disputing, by mail, to the below listed address.

Jonathan Kline, P.A.
Attorneys at Law

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Fax (954) 888-4647



Jonathan Kline, P.A.
Attorneys at Law

Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Hunt to the below listed address.

DATED this 30th day of June, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

Jonathan Kline, P.A.
Attorneys at Law

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Palm Beach (561) 733-6761
Nationwide (800) 581 5297
Fax (954) 888-4647

JELawFL.com

Exhibit C

Consumer credit reports from Experian, Trans Union, and Equifax, retrieved by Plaintiff in August of 2017 or the “Post-Dispute Reports.”



Credit Report Prepared For:

MARK D HUNT

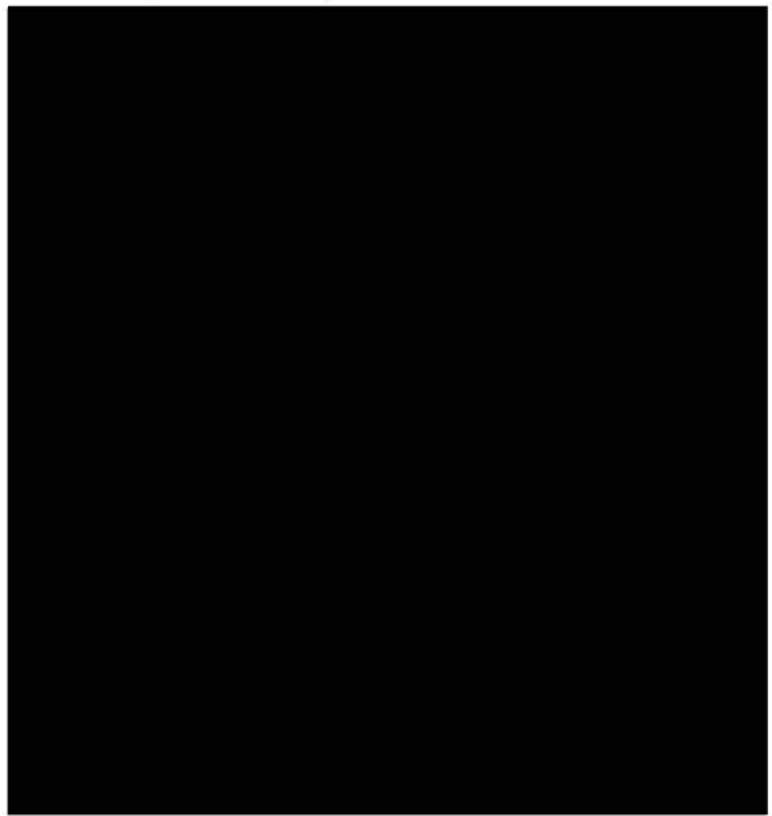
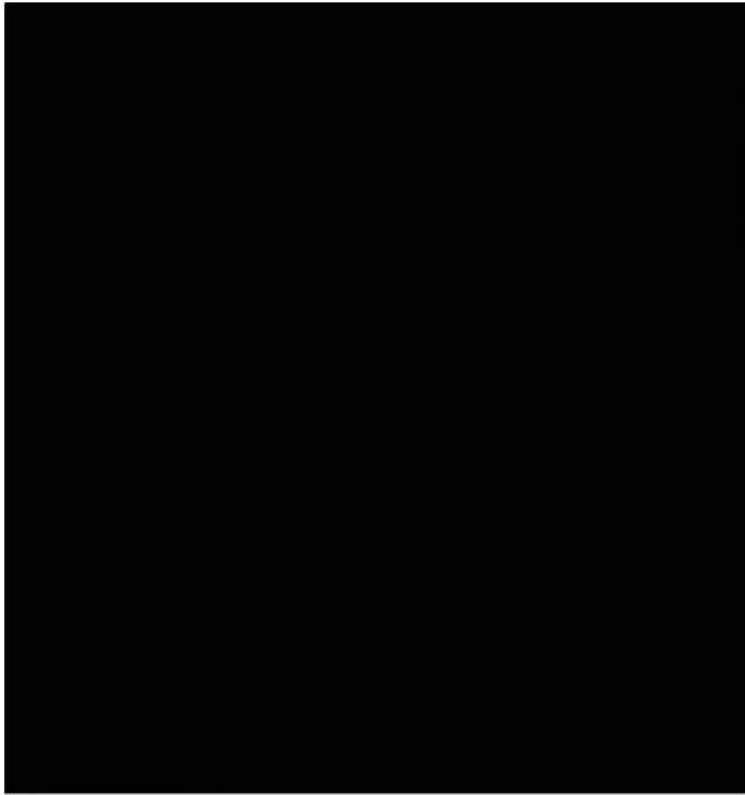
Experian Report As Of: Aug 7, 2017

Personal & Confidential

MARK D HUNT - Experian
Date of Report: Aug 7, 2017



Account Summary



- Summary
- Accounts
- Collections
- Inquiries
- Public Records
- Credit Score



Account Summary

My Personal Information

Name
MARK D HUNT



Also Known As

Birth Year
1963

Addresses



W 2ND CT
COCONUT CREEK, FL 33066-1710



Summary

Accounts

Collections

Inquiries

Public Records

Credit Score

MARK D HUNT - Experian
Date of Report: Aug 7, 2017



ACCOUNT DETAILS		CONTACT INFORMATION																																																																																					
Account Name	CHASE MTG	PO BOX 24696																																																																																					
Account #	156061XXXXXX	COLUMBUS, OH 43224																																																																																					
Original Creditor	-	(800) 848-9136																																																																																					
Company Sold	-	PAYMENT HISTORY																																																																																					
Account Type	Conventional Real Estate Loan, Including Purchase Money First	<table border="1"> <thead> <tr> <th colspan="4">2015</th> <th colspan="4">2014</th> <th colspan="4">2013</th> </tr> <tr> <th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th> <th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th> <th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th> </tr> </thead> <tbody> <tr> <td>N</td><td>N</td><td>OK</td><td></td> <td>N</td><td>N</td><td>N</td><td>N</td> <td>60</td><td>90</td><td>120</td><td>120</td> </tr> <tr> <th>May</th><th>Jun</th><th>Jul</th><th>Aug</th> <th>May</th><th>Jun</th><th>Jul</th><th>Aug</th> <th>May</th><th>Jun</th><th>Jul</th><th>Aug</th> </tr> <tr> <td></td><td></td><td></td><td></td> <td>N</td><td>N</td><td>N</td><td>N</td> <td>120</td><td>N</td><td>N</td><td>N</td> </tr> <tr> <th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th> <th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th> <th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th> </tr> <tr> <td></td><td></td><td></td><td></td> <td>N</td><td>N</td><td>N</td><td>N</td> <td>N</td><td>N</td><td>N</td><td>N</td> </tr> </tbody> </table>		2015				2014				2013				Jan	Feb	Mar	Apr	Jan	Feb	Mar	Apr	Jan	Feb	Mar	Apr	N	N	OK		N	N	N	N	60	90	120	120	May	Jun	Jul	Aug	May	Jun	Jul	Aug	May	Jun	Jul	Aug					N	N	N	N	120	N	N	N	Sep	Oct	Nov	Dec	Sep	Oct	Nov	Dec	Sep	Oct	Nov	Dec					N	N	N	N	N	N	N	N
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Date Opened	Nov 1, 2002	<table border="1"> <thead> <tr> <th colspan="4">2012</th> <th colspan="4">2011</th> <th colspan="4">2010</th> </tr> <tr> <th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th> <th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th> <th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th> </tr> </thead> <tbody> <tr> <td>OK</td><td>OK</td><td>OK</td><td>OK</td> <td>OK</td><td>OK</td><td>OK</td><td>OK</td> <td>OK</td><td>OK</td><td>OK</td><td>OK</td> </tr> <tr> <th>May</th><th>Jun</th><th>Jul</th><th>Aug</th> <th>May</th><th>Jun</th><th>Jul</th><th>Aug</th> <th>May</th><th>Jun</th><th>Jul</th><th>Aug</th> </tr> <tr> <td>OK</td><td>OK</td><td>OK</td><td>OK</td> <td>OK</td><td>OK</td><td>OK</td><td>OK</td> <td>OK</td><td>OK</td><td>OK</td><td>OK</td> </tr> <tr> <th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th> <th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th> <th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th> </tr> <tr> <td>OK</td><td>OK</td><td>30</td><td>60</td> <td></td><td>OK</td><td>OK</td><td>OK</td> <td>OK</td><td>OK</td><td>OK</td><td>OK</td> </tr> </tbody> </table>		2012				2011				2010				Jan	Feb	Mar	Apr	Jan	Feb	Mar	Apr	Jan	Feb	Mar	Apr	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	May	Jun	Jul	Aug	May	Jun	Jul	Aug	May	Jun	Jul	Aug	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	Sep	Oct	Nov	Dec	Sep	Oct	Nov	Dec	Sep	Oct	Nov	Dec	OK	OK	30	60		OK	OK	OK	OK	OK	OK	OK
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Payment Status	Account transferred to another office																																																																																						
Status Updated	Mar 1, 2015																																																																																						
Balance	-																																																																																						
Balance Updated	Mar 31, 2015																																																																																						
Original Balance	162000																																																																																						
Monthly Payment	-																																																																																						
Past Due Amount	-																																																																																						
Highest Balance	-																																																																																						
Terms	360 Months																																																																																						
Responsibility	Joint Account																																																																																						
Your Statement	-																																																																																						
Comments	Transferred to another lender or claim purchased																																																																																						



CREDIT MONITORING



Alerts



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Account Summary



Complete Your Credit Picture!

GET ALL 3 BUREAUS





Get **0% APR** on transfers & purchases

Compare Cards Now



Personal Information

[How to dispute](#)



Name MARK DONALD HUNT

Also Known As

Date of Birth [REDACTED] 1963

Current Address [REDACTED] NW 2ND CT CO
CONUT CREEK FL 33066

Previous Address [REDACTED] PO BOX 93861
8 POMPANO BEACH FL 33093

[REDACTED] NE 6TH AV DELRA
Y BEACH FL 33483

Employer [REDACTED]

Previous Employer

Consumer Statement

Complete Your Credit Picture!

GET ALL 3 BUREAUS



Inquiries

[How to dispute](#)



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
--------------	---------	--------------	-----------------	------



CHASE MTG		03/16/2015	\$1316	360
-----------	--	------------	--------	-----

Account Details Payment Status



Account Number	156061800****
Condition	Transferred
Responsibility	Joint
Current Balance	\$0
Original Balance	\$162000
Limit	\$0

Complete Your Credit Picture!

Monthly Payment	\$1316
Last Payment	01/23/2013
Status	120 days late
Loan Term	360
Loan Type	Conventional real estate mortgage
Opened	11/27/2002
Reported	03/16/2015
Remarks	Transferred to another lender
Creditor Information	CHASE MORTGAGE P.O. BOX 24696 COLUMBUS,OH 43224 Phone#: <u>8008489136</u>

GET ALL 3 BUREAUS 

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

GET ALL 3 BUREAUS 



CREDIT MONITORING



Alerts



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Credit Report

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Personal Information

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[REDACTED] NE 6TH AV DELRAY BEACH FL 33483

Employer [REDACTED]

Previous Employer

Consumer Statement

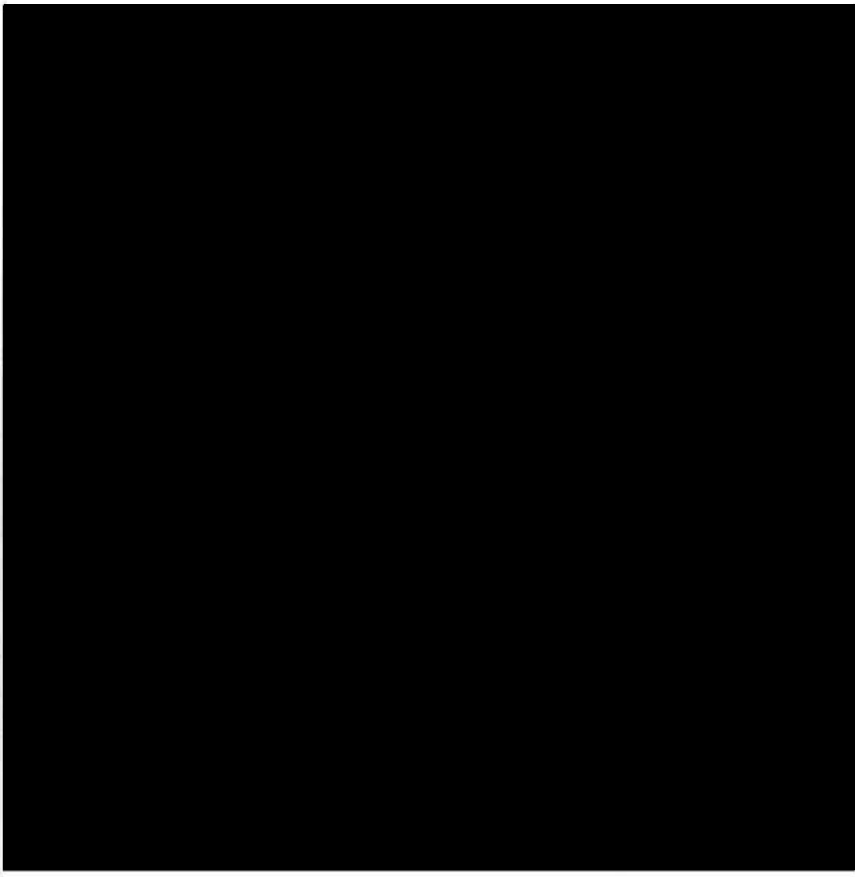
Complete Your Credit Picture!

GET ALL 3 BUREAUS



Inquiries

[How to dispute](#)



ALL 3 BUREAUS



✓ CHASE MTG


03/16/2015

\$1316

360

Account Details

Payment Status

TransUnion 

Payment Status

120 days late

Past Due Amount

\$0

GET ALL 3 BUREAUS



Late Payments
(Last 7 Years)

30 Days - 1
60 Days - 2
90 Days - 25

Payment History

TransUnion 

Mar 2011	OK
Apr 2011	OK
May 2011	OK
Jun 2011	OK
Jul 2011	OK
Aug 2011	OK
Sep 2011	Unknown
Oct 2011	OK
Nov 2011	OK
Dec 2011	OK
Jan 2012	OK
Feb 2012	OK
Mar 2012	OK
Apr 2012	OK
May 2012	OK
Jun 2012	OK
Jul 2012	OK
Aug 2012	OK
Sep 2012	OK
Oct 2012	OK
Nov 2012	30 days late
Dec 2012	60 days late
Jan 2013	60 days late
Feb 2013	90 days late
Mar 2013	120 days late

Complete Your Credit Picture!

GET ALL 3 BUREAUS



Apr 2013	120 days late
May 2013	120 days late
Jun 2013	120 days late
Jul 2013	120 days late
Aug 2013	120 days late
Sep 2013	120 days late
Oct 2013	120 days late
Nov 2013	120 days late
Dec 2013	120 days late
Jan 2014	120 days late
Feb 2014	120 days late
Mar 2014	120 days late
Apr 2014	120 days late
May 2014	120 days late
Jun 2014	120 days late
Jul 2014	120 days late
Aug 2014	120 days late
Sep 2014	120 days late
Oct 2014	120 days late
Nov 2014	120 days late
Dec 2014	120 days late
Jan 2015	120 days late
Feb 2015	120 days late

CHASE MTG

Comments: LAST REPORTED DELINQUENCIES: ACCOUNT TRANSFERRED LAST REPORTED DELINQUENCIES: TRANSFERRED TO ANOTHER LENDER
 01/2013=M3,12/2012=M3,11/2012=M2 02/2015=M5,01/2015=M5,12/2014=M5 LAST REPORTED DELINQUENCIES:
 REAL ESTATE MORTGAGE 06/2013=M8
 ACCOUNT TRANSFERRED OR FORECLOSURE PROCEEDINGS
 SOLD STARTED ACCOUNT TRANSFERRED TO ANOTHER OFFICE
 LAST PAID: 01/2013

CHASE MTG

PO Box 24696
 Columbus, OH-432240696
 (800) 848-9136

24-Month Payment History

Equifax																							
No 24-Month Payment Data available for display.																							

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

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

Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	1	1	0
60 Days Past Due:	2	2	0
90 Days Past Due:	0	25	0

[Back to Top](#)

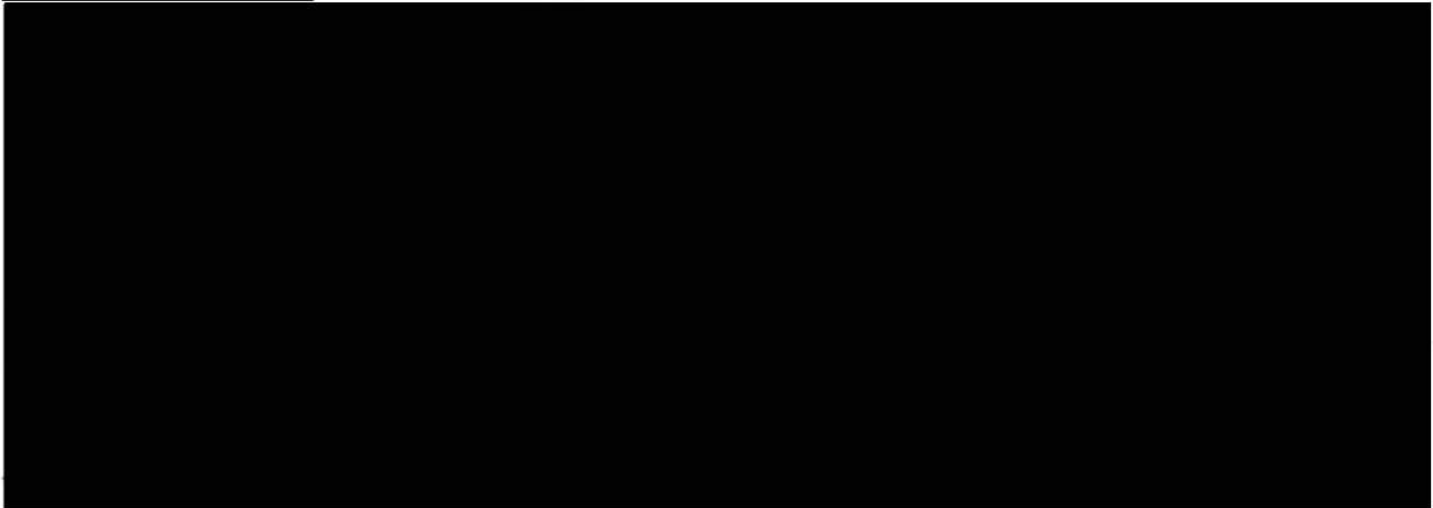


Exhibit D

Four (4) class-wide notices of dispute or (“Class Disputes”) submitted by Plaintiff, on behalf of himself, and all others similarly situated, to Experian, Trans Union, Equifax, and Defendant in August of 2017.



Jonathan Kline, P.A.
Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt

August 23, 2017

VIA U.S. MAIL AND CERTIFIED MAIL # 7012 3050 0001 6666 0513

JPMorgan Chase Bank, National Association
CHASE
P.O. BOX 24696
COLUMBUS, OH 43224-0696

RE: Mark Hunt's Class-wide Pre-Suit Notice of Dispute & Intent to Commence Lawsuit
CHASE MTG. ACCOUNT REF: # 156061800****

To Whom It May Concern:

I am writing on behalf, and at the direction, of my client, Mr. Mark Donald Hunt, as his retained attorney, *and on behalf of all similarly situated individuals*, for the purpose of providing **notice to JPMorgan Chase Bank, National Association ("JPMorgan", "You", "you"), of Mr. Mark Donald Hunt's intent to commence legal proceedings, on behalf of himself, and all similarly situated individuals**, pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Below, and through the attached documents, you will find additional information re: Mr. Hunt and the subject matter of the dispute, including three (3) Notice of Dispute Letters dated June 30, 2017, and sent via U.S. Mail Certified Mail to Experian Information Solutions, Inc. ("Experian"), Equifax Information Services, LLC ("Equifax"), and Trans Union, LLC ("Trans Union"). Additionally, you will find one (1) response and second notice of dispute dated July 18, 2017, and sent by Mr. Hunt to Experian in response to a request for additional information from Experian.

Although you should have previously received notice of the dispute, including all relevant information discussed herein, from Experian, Equifax, and Trans Union, and conducted your own investigation pursuant to 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b) of the Fair Credit Reporting Act, this Pre-Suit Notice provides additional notice of dispute, notice of Mr. Hunt's intent to commence legal proceedings, on behalf of himself, and all others similarly situated.

Jonathan Kline, P.A.
Attorneys at Law

2761 Executive Park Drive Weston, FL 33331

Broward (954) 888-4646
Miami-Dade (305) 443-3554
Palm Beach (561) 733-6761
Nationwide (800) 581 5297
Fax (954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

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 15 U.S.C. § 1681a(c) of the FCRA, who had a loan and/or mortgage serviced by or held by JPMorgan, which was "accelerated", thereby declaring immediately due and payable, all past due and future monthly payment installments of the principal into one lump sum consisting of the full amount payable, plus interest, and was subsequently harmed, within the statutory limits prescribed by 15 U.S.C. § 1681p, due to JPMorgan's harmful practice of failing to conduct a reasonable investigation and continuing to furnish inaccuracies to one or more consumer reporting agencies ("CRA(s)") in violation of 15 U.S.C. § 1681 *et seq.*

ADDITIONAL INFORMATION RE: MR. MARK DONALD HUNT

NAME: MARK DONALD HUNT

CURRENT ADDRESS: [REDACTED]
MARGATE, FL
33093

DATE OF BIRTH (DOB): [REDACTED] 1963

SOCIAL SECURITY NUMBER: [REDACTED]

As stated in the attached copies of Mr. Hunt's Notice of Dispute Letters, Mr. Mark Donald Hunt, is disputing, on behalf of himself and all others similarly situated, the inaccurate, incomplete, and derogatory consumer information being furnished by JP Morgan Chase Bank, National Association, in relation to Mr. Mark Donald Hunt regarding Account # 156061800**** previously serviced and/or owned by JP Morgan Chase Bank, National Association.

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4871 AND RECEIVED BY EXPERIAN INFORMATION SOLUTIONS, INC. ON JULY 5, 2017.

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4888 AND RECEIVED BY EQUIFAX INFORMATION SERVICES, LLC ON JULY 5, 2017.

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4864 AND RECEIVED BY TRANS UNION, LLC ON JULY 3, 2017.

Jonathan Kline, P.A.
Attorneys at Law

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Broward (954) 888-4646
Miami-Dade (305) 443-3554
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Jonathan Kline, P.A.
Attorneys at Law

PLEASE SEE ATTACHED COPY OF RESPONSE TO REQUEST FOR ADDITIONAL INFORMATION & SECOND NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 3050 0001 6666 0391 AND RECEIVED BY EXPERIAN INFORMATION SOLUTIONS, INC. ON JULY 17, 2017.

Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Donald Hunt to the below listed address.

DATED this 23rd day of August, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

Jonathan Kline, P.A.
Attorneys at Law

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Jonathan Kline, P.A.
Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt

August 23, 2017

VIA U.S. MAIL AND CERTIFIED MAIL # 7012 3050 0001 6666 0599

TRANSUNION
Trans Union, LLC
P.O. Box 2000
Chester, PA 19016

RE: Mark Hunt's Class-wide Pre-Suit Notice of Dispute & Intent to Commence Lawsuit
CHASE MTG. ACCOUNT REF: # 156061800****

To Whom It May Concern:

I am writing on behalf, and at the direction, of my client, Mr. Mark Donald Hunt, as his retained attorney, *and on behalf of all similarly situated individuals*, for the purpose of providing **notice to JPMorgan Chase Bank, National Association ("JPMorgan", "You", "you"), of Mr. Mark Donald Hunt's intent to commence legal proceedings, on behalf of himself, and all similarly situated individuals**, pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

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MARGATE, FL
33093

DATE OF BIRTH (DOB): [REDACTED]/1963

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2761 Executive Park Drive Weston, FL 33331

Broward (954) 888-4646
Miami-Dade (305) 443-3554
Palm Beach (561) 733-6761
Nationwide (800) 581 5297
Fax (954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt

August 23, 2017

VIA U.S. MAIL AND CERTIFIED MAIL # 7012 3050 0001 6666 0582

EQUIFAX
Equifax Information Services, LLC
P.O. Box 740256
Atlanta, GA 30348

RE: Mark Hunt's Class-wide Pre-Suit Notice of Dispute & Intent to Commence Lawsuit
CHASE MTG. ACCOUNT REF: # 156061800****

To Whom It May Concern:

I am writing on behalf, and at the direction, of my client, Mr. Mark Donald Hunt, as his retained attorney, **and on behalf of all similarly situated individuals**, for the purpose of providing **notice to JPMorgan Chase Bank, National Association ("JPMorgan", "You", "you"), of Mr. Mark Donald Hunt's intent to commence legal proceedings, on behalf of himself, and all similarly situated individuals**, pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Below, and through the attached documents, you will find additional information re: Mr. Hunt and the subject matter of the dispute, including three (3) Notice of Dispute Letters dated June 30, 2017, and sent via U.S. Mail Certified Mail to Experian Information Solutions, Inc. ("Experian"), Equifax Information Services, LLC ("Equifax"), and Trans Union, LLC ("Trans Union"). Additionally, you will find one (1) response and second notice of dispute dated July 18, 2017, and sent by Mr. Hunt to Experian in response to a request for additional information from Experian.

Although you should have previously received notice of the dispute, including all relevant information discussed herein, from Experian, Equifax, and Trans Union, and conducted your own investigation pursuant to 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b) of the Fair Credit Reporting Act, this Pre-Suit Notice provides additional notice of dispute, notice of Mr. Hunt's intent to commence legal proceedings, on behalf of himself, and all others similarly situated.

Jonathan Kline, P.A.
Attorneys at Law

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Jonathan Kline, P.A.
Attorneys at Law

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 15 U.S.C. § 1681a(c) of the FCRA, who had a loan and/or mortgage serviced by or held by JPMorgan, which was "accelerated", thereby declaring immediately due and payable, all past due and future monthly payment installments of the principal into one lump sum consisting of the full amount payable, plus interest, and was subsequently harmed, within the statutory limits prescribed by 15 U.S.C. § 1681p, due to JPMorgan's harmful practice of failing to conduct a reasonable investigation and continuing to furnish inaccuracies to one or more consumer reporting agencies ("CRA(s)") in violation of 15 U.S.C. § 1681 *et seq.*

ADDITIONAL INFORMATION RE: MR. MARK DONALD HUNT

NAME: MARK DONALD HUNT

CURRENT ADDRESS: [REDACTED]
MARGATE, FL
33093

DATE OF BIRTH (DOB): [REDACTED] 1963

SOCIAL SECURITY NUMBER: [REDACTED]

As stated in the attached copies of Mr. Hunt's Notice of Dispute Letters, Mr. Mark Donald Hunt, is disputing, on behalf of himself and all others similarly situated, the inaccurate, incomplete, and derogatory consumer information being furnished by JP Morgan Chase Bank, National Association, in relation to Mr. Mark Donald Hunt regarding Account # 156061800**** previously serviced and/or owned by JP Morgan Chase Bank, National Association.

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4871 AND RECEIVED BY EXPERIAN INFORMATION SOLUTIONS, INC. ON JULY 5, 2017.

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4888 AND RECEIVED BY EQUIFAX INFORMATION SERVICES, LLC ON JULY 5, 2017.

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4864 AND RECEIVED BY TRANS UNION, LLC ON JULY 3, 2017.

Jonathan Kline, P.A.
Attorneys at Law

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Broward (954) 888-4646
Miami-Dade (305) 443-3554
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Jonathan Kline, P.A.
Attorneys at Law

PLEASE SEE ATTACHED COPY OF RESPONSE TO REQUEST FOR ADDITIONAL INFORMATION & SECOND NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 3050 0001 6666 0391 AND RECEIVED BY EXPERIAN INFORMATION SOLUTIONS, INC. ON JULY 17, 2017.

Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Donald Hunt to the below listed address.

DATED this 23rd day of August, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

Jonathan Kline, P.A.
Attorneys at Law

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Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt

August 23, 2017

VIA U.S. MAIL AND CERTIFIED MAIL # 7012 3050 0001 6666 0568

EXPERIAN
Experian Information Solutions, Inc.
P.O. Box 4500
Allen, TX 75013

RE: Mark Hunt's Class-wide Pre-Suit Notice of Dispute & Intent to Commence Lawsuit
CHASE MTG. ACCOUNT REF: # 156061800****

To Whom It May Concern:

I am writing on behalf, and at the direction, of my client, Mr. Mark Donald Hunt, as his retained attorney, *and on behalf of all similarly situated individuals*, for the purpose of providing **notice to JPMorgan Chase Bank, National Association ("JPMorgan", "You", "you"), of Mr. Mark Donald Hunt's intent to commence legal proceedings, on behalf of himself, and all similarly situated individuals**, pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

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Fax (954) 888-4647

JKLawFL.com

Exhibit E

Consumer credit reports from Experian, Trans Union, and Equifax retrieved by Plaintiff in October of 2017 or the “Post-Class Dispute Reports.”



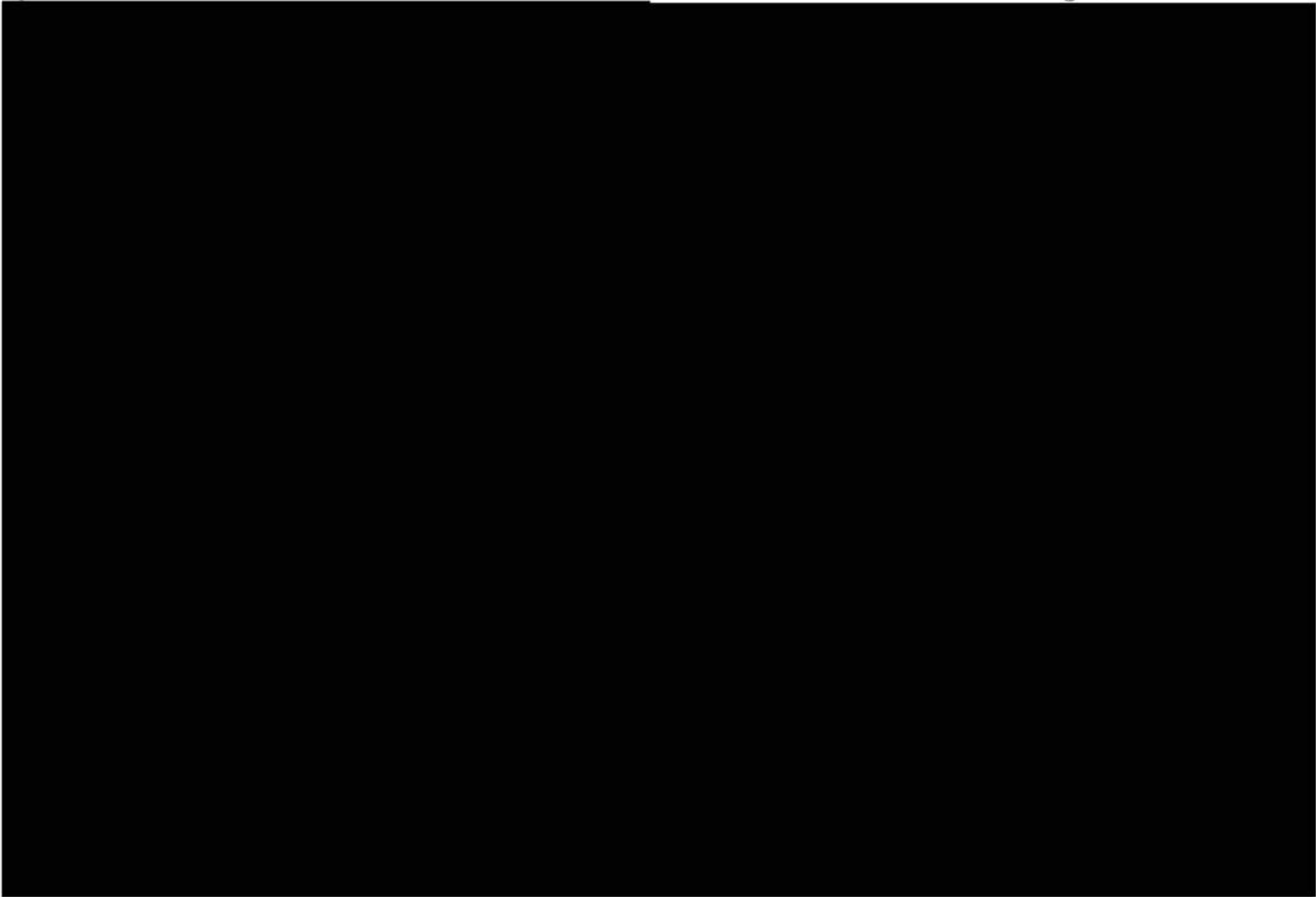
Credit Report Prepared For:

MARK D HUNT

Experian Report As Of: Oct 16, 2017

Personal & Confidential

MARK D HUNT - Experian
Date of Report: Oct 16, 2017



- [Summary](#)
- [Accounts](#)
- [Collections](#)
- [Inquiries](#)
- [Public Records](#)
- [Credit Score](#)



Account Summary

My Personal Information

Name

MARK D HUNT

Personal Statement(s)

No Statement(s) present at this time

Also Known As

Birth Year

1963

Addresses

██████████ 6TH AVE
DELRAY BEACH, FL 33483-5516

██████████
MARGATE, FL 33093-8809

██████████ W 2ND CT
COCONUT CREEK, FL 33066-1710



Summary

Accounts

Collections

Inquiries

Public Records

Credit Score

MARK D HUNT - Experian
Date of Report: Oct 16, 2017



CHASE MTG 156061XXXXXX		Closed																																																																																				
ACCOUNT DETAILS		CONTACT INFORMATION																																																																																				
Account Name	CHASE MTG	PO BOX 24696 COLUMBUS, OH 43224 (800) 848-9136																																																																																				
Account #	156061XXXXXX																																																																																					
Original Creditor	-	PAYMENT HISTORY																																																																																				
Company Sold	-																																																																																					
Account Type	Conventional Real Estate Loan, Including Purchase Money First	<table border="1"> <thead> <tr> <th colspan="4">2015</th> <th colspan="4">2014</th> <th colspan="4">2013</th> </tr> <tr> <th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th> <th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th> <th>Jan</th><th>Feb</th><th>Mar</th><th>Apr</th> </tr> </thead> <tbody> <tr> <td>120</td><td>120</td><td>OK</td><td></td> <td>120</td><td>120</td><td>120</td><td>120</td> <td>60</td><td>90</td><td>120</td><td>120</td> </tr> <tr> <th>May</th><th>Jun</th><th>Jul</th><th>Aug</th> <th>May</th><th>Jun</th><th>Jul</th><th>Aug</th> <th>May</th><th>Jun</th><th>Jul</th><th>Aug</th> </tr> <tr> <td></td><td></td><td></td><td></td> <td>120</td><td>120</td><td>120</td><td>120</td> <td>120</td><td>120</td><td>120</td><td>120</td> </tr> <tr> <th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th> <th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th> <th>Sep</th><th>Oct</th><th>Nov</th><th>Dec</th> </tr> <tr> <td></td><td></td><td></td><td></td> <td>120</td><td>120</td><td>120</td><td>120</td> <td>120</td><td>120</td><td>120</td><td>120</td> </tr> </tbody> </table>	2015				2014				2013				Jan	Feb	Mar	Apr	Jan	Feb	Mar	Apr	Jan	Feb	Mar	Apr	120	120	OK		120	120	120	120	60	90	120	120	May	Jun	Jul	Aug	May	Jun	Jul	Aug	May	Jun	Jul	Aug					120	120	120	120	120	120	120	120	Sep	Oct	Nov	Dec	Sep	Oct	Nov	Dec	Sep	Oct	Nov	Dec					120	120	120	120	120	120	120	120
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				120	120	120	120	120	120	120	120																																																																											
Date Opened	Nov 1, 2002																																																																																					
Account Status	Closed																																																																																					
Payment Status	Account transferred to another office																																																																																					
Status Updated	Mar 1, 2015																																																																																					
Balance	-																																																																																					
Balance Updated	Mar 16, 2015																																																																																					
Original Balance	162000																																																																																					
Monthly Payment	-																																																																																					
Past Due Amount	-																																																																																					
Highest Balance	-																																																																																					
Terms	360 Months																																																																																					
Responsibility	Joint Account																																																																																					
Your Statement	-																																																																																					
Comments	-																																																																																					



- Alerts
- Profile
- Support
- Logout

- Dashboard
- Credit Score
- Credit Report
- Credit Lock
- Tools
- My Savings
- My Profile

Credit Monitoring » Credit Report »

- TransUnion Credit Report
- TransUnion Comparison Report
- For your purchase decisions 3-Bureau Credit Report

See inaccuracies?
Go to Dispute Center

Account Summary



Credit Report Date	10/16/2017
Credit Score	[REDACTED]
Balances	[REDACTED]
Payments	[REDACTED]
Credit Accounts	[REDACTED]
Open Accounts	[REDACTED]
Closed Accounts	[REDACTED]
Delinquent	[REDACTED]
Inquiries (2 years)	[REDACTED]

Your 3-Bureau Report is Ready

VIEW IT NOW





Get **BETTER TRAVEL**
REWARDS today

Compare Cards Now

Personal Information

[How to dispute](#)



Name	MARK D HUNT
Also Known As	HUNT,MARK,DONALD
Date of Birth	[REDACTED] 1963
Current Address	[REDACTED] 8 POMPANO BEACH F L 33093
Previous Address	[REDACTED] NW 2ND CT CO CONUT CREEK FL 330 66
	[REDACTED] NE 6TH AV DELRA Y BEACH FL 33483
Employer	[REDACTED]
Previous Employer	
Consumer Statement	

Your 3-Bureau Report is Ready

VIEW IT NOW

Inquiries

[How to dispute](#)



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
--------------	---------	--------------	-----------------	------



CHASE MTG		03/16/2015	\$1316	360
-----------	--	------------	--------	-----

Account Details

Payment Status



Account Number 156061800****

Condition Transferred

Responsibility Joint

Current Balance \$0

Original Balance \$162000

Limit \$0

Monthly Payment \$1316

Last Payment 01/23/2013

Status 120 days late

Loan Term 360

Loan Type Conventional real estate mortgage

Opened 11/27/2002

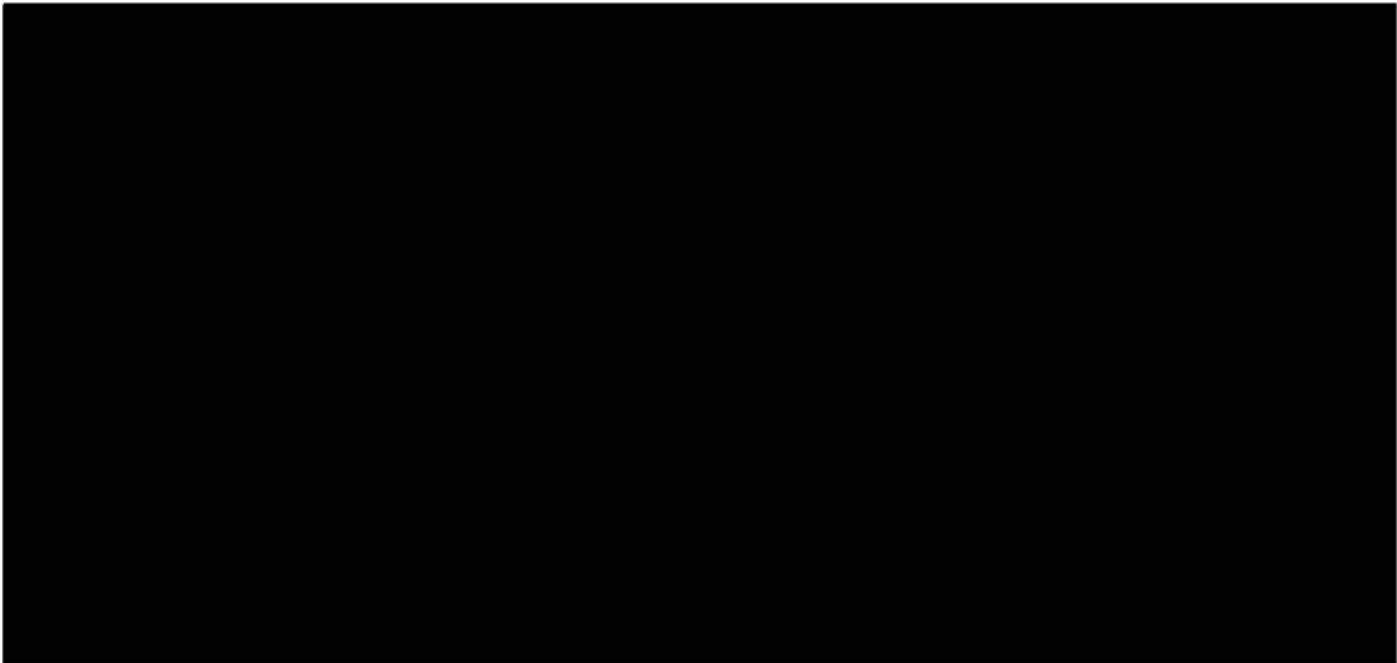
Reported 03/16/2015

Remarks Transferred to another lender

Creditor Information CHASE MORTGAGE
P.O. BOX 24696
COLUMBUS,OH
43224
Phone#: 8008489136

Your 3-Bureau Report is Ready

VIEW IT NOW





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
--------------	---------	--------------	-----------------	------

CHASE MTG		03/16/2015	\$1316	360
-----------	--	------------	--------	-----

Account Details

Payment Status



Payment Status 120 days late

Past Due Amount \$0

Late Payments (Last 7 Years)

- 30 Days - 1
- 60 Days - 2
- 90 Days - 25

VIEW IT NOW



Payment History



Mar 2011	OK
Apr 2011	OK
May 2011	OK
Jun 2011	OK
Jul 2011	OK
Aug 2011	OK
Sep 2011	Unknown
Oct 2011	OK
Nov 2011	OK
Dec 2011	OK
Jan 2012	OK
Feb 2012	OK
Mar 2012	OK
Apr 2012	OK
May 2012	OK
Jun 2012	OK
Jul 2012	OK
Aug 2012	OK
Sep 2012	OK
Oct 2012	OK

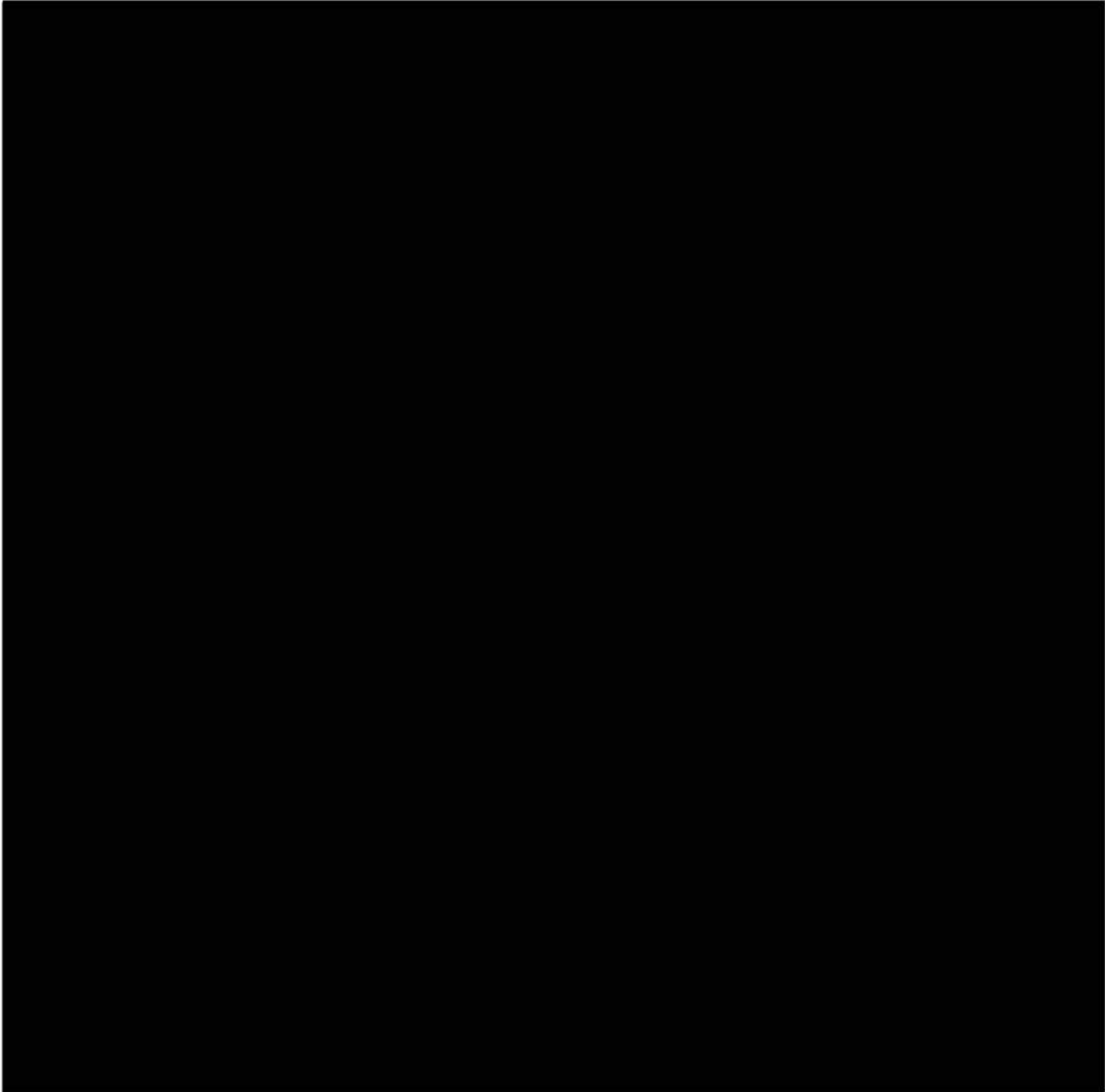
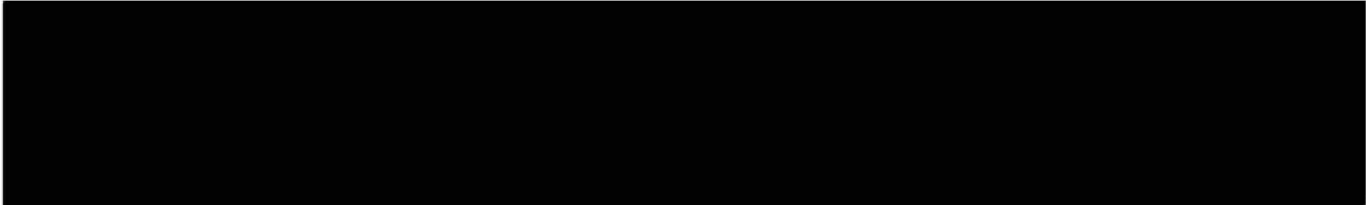
Nov 2012	30 days late
Dec 2012	60 days late
Jan 2013	60 days late
Feb 2013	90 days late
Mar 2013	120 days late
Apr 2013	120 days late
May 2013	120 days late
Jun 2013	120 days late
Jul 2013	120 days late
Aug 2013	120 days late
Sep 2013	120 days late
Oct 2013	120 days late
Nov 2013	120 days late
Dec 2013	120 days late
Jan 2014	120 days late
Feb 2014	120 days late
Mar 2014	120 days late
Apr 2014	120 days late
May 2014	120 days late
Jun 2014	120 days late
Jul 2014	120 days late
Aug 2014	120 days late
Sep 2014	120 days late
Oct 2014	120 days late
Nov 2014	120 days late

Your 3-Bureau Report is Ready

VIEW IT NOW



Dec 2014	120 days late
Jan 2015	120 days late
Feb 2015	120 days late





Print This Page

Close Window

Equifax Credit Report TM for Mark D. Hunt

As of: 10/16/2017

Available until: 10/16/2018

Confirmation #: [REDACTED]

Report Does Not Update

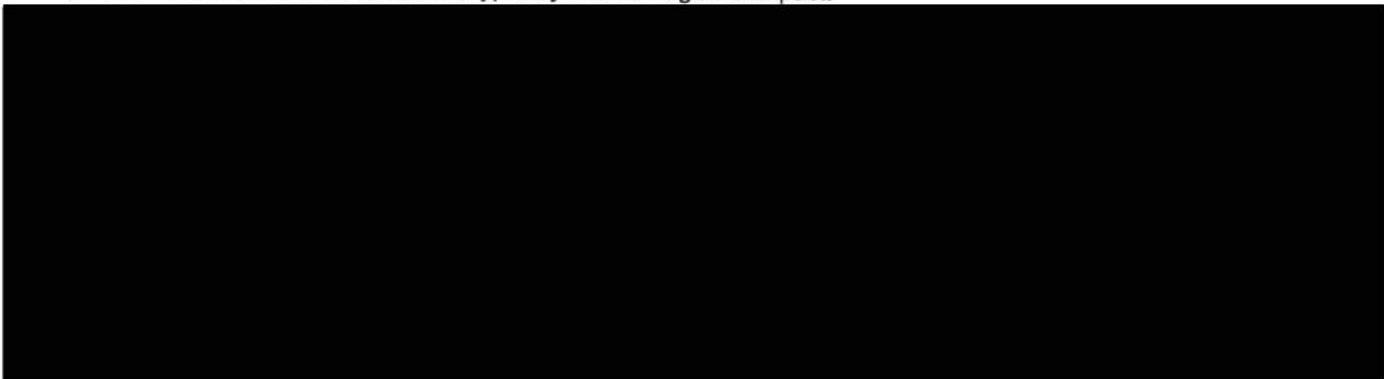
Section Title	Section Description
1. Credit Summary	Summary of account activity
2. Account Information	Detailed account information
3. Inquiries	Companies that have requested or viewed your credit information
4. Negative Information	Bankruptcies, liens, garnishments and other judgments
5. Personal Information	Personal data, addresses, employment history
6. Dispute File Information	How to dispute information found on this credit report

Credit Summary

Your Equifax Credit Summary highlights the information in your credit file that is most important in determining your credit standing by distilling key credit information into one easy-to-read summary.

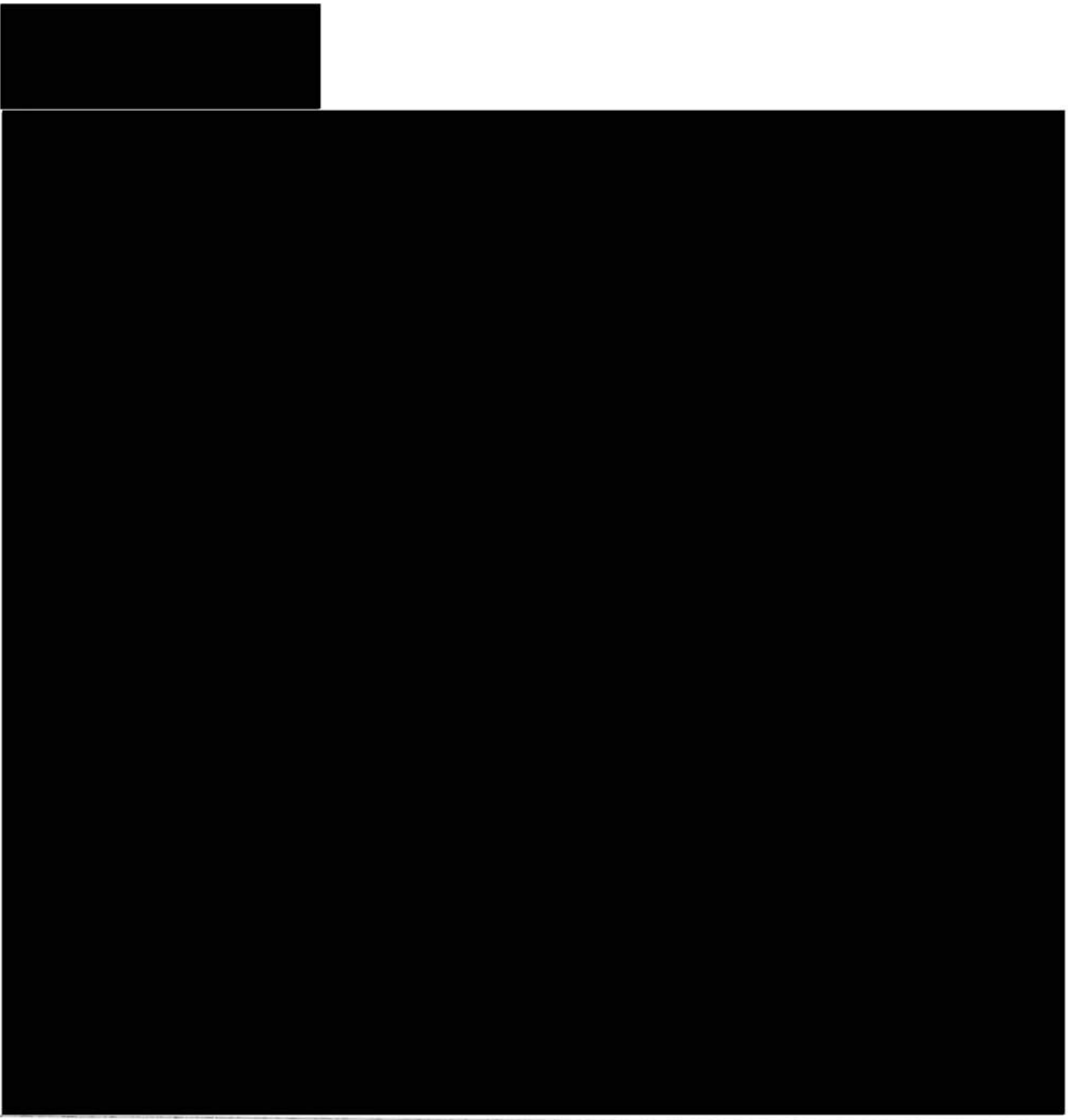
Accounts

Lenders usually take a positive view of individuals with a range of credit accounts - car loan, credit cards, mortgage, etc. - that have a record of timely payments. However, a high debt to credit ratio on certain types of revolving (credit card) accounts and installment loans will typically have a negative impact.



Debt by Account Type

Debt to Credit Ratio by Account Type

Account Name	Account Number	Date Opened	Balance	Date Reported (?)	Past Due	Status (?)	Credit Limit
							
CHASE MTG	156061800XXXX	11/01/2002	\$0	09/14/2017		120+ DAYS PAST DUE	

Account Name Account Number Date Opened Balance Date Reported Past Due Status Credit Limit

CHASE MTG

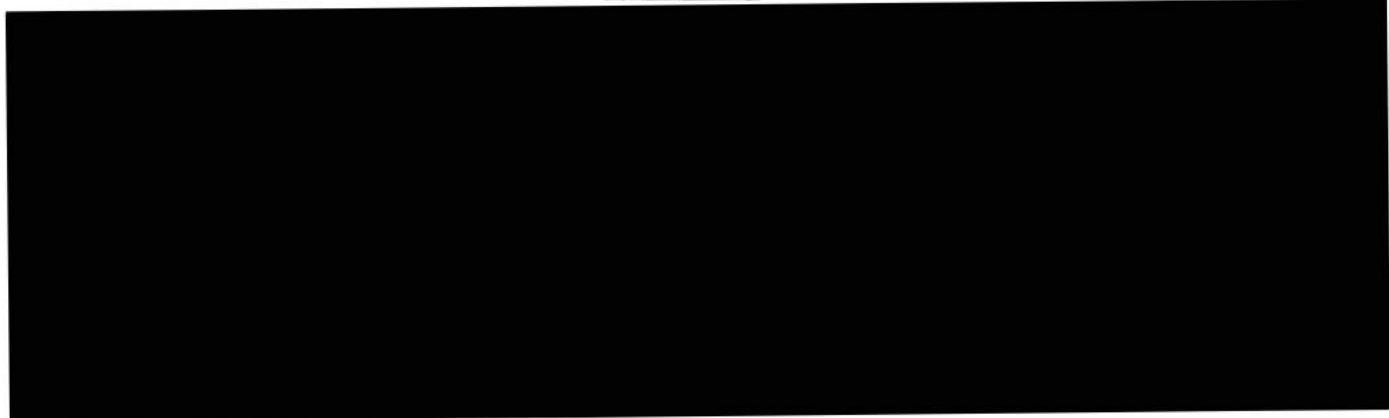
PO Box 24696
Columbus, OH 432240696
(800) 848-9136

Account Number:	156061800XXXX	Status:	120+ DAYS PAST DUE
Account Owner:	Joint Account	High Credit:	\$162,000
Type of Account [?] :	Mortgage	Credit Limit:	
Term Duration:		Terms Frequency:	Monthly (due every month)
Date Opened:	11/01/2002	Balance:	\$0
Date Reported:	09/14/2017	Amount Past Due:	
Date of Last Payment:	01/2013	Actual Payment Amount:	
Scheduled Payment Amount:	\$0	Date of Last Activity:	N/A
Date Major Delinquency First Reported:		Months Reviewed:	99
Creditor Classification:		Activity Designator:	Transfer/Sold
Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
Date Closed:	03/2015	Type of Loan:	Conventional RE Mortgage
Date of First Delinquency:	11/2012		
Comments:	180 Days past due		

81-Month Payment History

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2017	NR	NR	NR	NR	NR	NR	NR	NR				
2016	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2015	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2014	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2013	60	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2012	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	30	60
2011	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2010												NR


[Back to Top](#)



Account Name	Account Number	Date Opened	Balance	Date Reported	Past Due	Status	Credit Limit
--------------	----------------	-------------	---------	---------------	----------	--------	--------------

CHASE MTG

PO Box 24696
Columbus, OH-432240696
(800) 848-9136

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Charge Off Amount:		Deferred Payment Start Date:	
Balloon Payment Amount:		Balloon Payment Date:	
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2016	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2015	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2014	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2013	60	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2012	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	30	60
2011	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR	NR
2010												NR



Exhibit F

Defendant's Acceleration Warning (Notice of Intent to Foreclose) or "AW" sent to Plaintiff in January 2013, showing Defendant not have accepted monthly payments after the filing of the Verified Complaint to Foreclose Mortgage or "VCFM" and Defendant's declaration of acceleration.

Chase (FL5-7734)
P.O. Box 44090
Jacksonville, FL 32231-4090



January 28, 2013



00009863 HDL0 ZP 2513 -8W160
MARK DONALD HUNT
[REDACTED] NW 2ND CT
COCONUT CREEK, FL 33066

Acceleration Warning (Notice of Intent to Foreclose)

Account: [REDACTED] (the "Loan")

Property Address: [REDACTED] NW 2ND CT

COCONUT CREEK, FL 33066 (the "Property")

Dear MARK DONALD HUNT:

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, JPMorgan Chase Bank, N.A. ("Chase") hereby notifies you of the following:

1. You are in default because you have failed to pay the required monthly installments commencing with the payment due December 1, 2012.
2. As of January 28, 2013, total monthly payments (including principal, interest, and escrow if applicable), late fees, insufficient funds (NSF) fees, and other fees and advances due under the terms of your loan documents in the total amount of \$1,921.15 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please contact us as soon as possible at 800-848-9380.

Total Monthly Payments	\$2,405.31
Late Fees	\$108.19
NSF Fees	\$0.00
Other Fees*	\$0.00
Advances*	\$92.00
Amount Held in Suspense	\$684.35

**Other Fees and Advances include those amounts assessed in accordance with your loan documents, and/or permitted by applicable law, or that were authorized for services rendered. If you need additional information regarding any of these amounts, please contact us at the number provided below.*

You are also responsible for paying any amounts that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. These amounts may include, but are not limited to, taxes, insurance, inspection fees, and other fees, as permitted by applicable law.

If you have any reason to dispute the past-due amount listed above, or if you believe your Loan is current, please contact us at the telephone number provided below.

3. Action required to cure the default: You must pay the Total Monthly Payments listed in Paragraph 2 within 35 days from the date of this notice in order to cure this default. All late fees, NSF fees, and other fees and advances are still valid and will need to be repaid under the terms of your loan documents.
4. If you fail to cure the default on or before March 4, 2013, Chase may accelerate the maturity of the Loan, declare all sums secured by the Security Instrument immediately due and payable, and commence foreclosure by judicial proceeding and conduct a sale of the Property. If this happens, Chase will be entitled to collect its expenses incurred in pursuing the remedies provided in the Security Instrument, which may include, but not be limited to, allowable foreclosure/attorney fees, and other expenses permitted by your loan documents or applicable law.
5. If permitted by your loan documents or applicable law, you have the right to reinstate after acceleration of the Loan and the right to assert in the foreclosure proceeding the nonexistence of a default, or any other defense to acceleration and foreclosure. However, the amount required to reinstate may be higher than what is owed under Paragraph 2 above, due to additional fees and charges that we are entitled to collect under the Loan, including attorney fees, if permitted by law, related to any foreclosure action we initiate.
6. Kindly remit the total amount due, shown in Paragraph 2 above, to the remittance address listed below. Please note that Chase policy requires certified funds if two insufficient funds (NSF) payments have been received in the last six months. In this event, Chase will not accept a Direct Check, FastPay or SpeedPay. Payments cannot be made at Chase retail bank branches. Please refer to the addresses below for payment information or contact us if you have any questions.

Regular Mail: CHASE
PO BOX 78420
PHOENIX AZ 85062-8420

Overnight Mail: CHASE
PO BOX 78420
1820 EAST SKY HARBOR CIRCLE
SOUTH PHOENIX, AZ 85034-9700

Except as required by law, we are under no obligation to accept less than the full amount owed. If you send us less than the full amount owed, we may in our sole discretion apply such partial payment to your Loan without waiving any default or waiving our right to accelerate the Loan and continue with foreclosure proceedings in accordance with Paragraph 4 above.

7. If you are unable to pay the amount past due, Chase has a variety of homeowners' assistance programs that might help you resolve your default and keep your home; however, we need to talk with you to discuss these options and determine which of them might be appropriate for your circumstances. Please call us as soon as possible at 800-848-9380.
8. While the Loan remains in default, we will perform certain tasks to protect our interest in the Property, including visits to your Property at regular intervals during the default. This will be done to determine, as of the date of the inspection, the property condition, occupancy status, and possibly your plans for curing the default and paying this Loan on time. You should anticipate that any costs incurred by Chase will be added to the amount you now owe if permitted by your loan documents or applicable law.

Chase offers one-on-one help to borrowers at Chase Homeownership Centers across the country. To find locations and learn more, visit www.chase.com/MyHome or call 866-550-5705. Counseling is also available

through a variety of nonprofit organizations experienced in homeownership counseling and approved by the Secretary of Housing and Urban Development (HUD). A listing of such organizations may be obtained by calling HUD toll-free at 800-569-4287 or at www.hud.gov.

Sincerely,

Chase
800-848-9380
800-582-0542 TDD / Text Telephone
www.chase.com

Enclosure

- Federal Trade Commission Pamphlet

Important notice to servicemembers and their dependents

If you are or recently were on active duty or active service, you may be eligible for benefits and protections under the federal Servicemembers Civil Relief Act (SCRA). This includes protection from foreclosure or eviction. You may also be eligible for benefits and protections under state law. SCRA and state military benefits and protections also may be available if you are the dependent of an eligible servicemember.

Eligible service may include:

- Active duty with the Army, Navy, Air Force, Marine Corps, or Coast Guard, or
- Active service as a commissioned officer of the National Oceanic and Atmospheric Administration, or
- Active service as a commissioned officer of the Public Health Service, or
- Service with the forces of a nation with which the United States is allied in a war or military action, or
- Service with the National Guard of a state militia under a state call of duty, or
- Any period when you are absent from duty because of sickness, wounds, leave, or other lawful cause.

For more information, please call Chase Military Services at 866-840-5826.

An important reminder for all our customers: As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Loan modification scams should be reported to PreventLoanScams.org, or by calling 888-995-HOPE; 888-995-4673. We offer loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at 866-550-5705 to discuss your options. The longer you delay, the fewer options you may have.

We are attempting to collect a debt, and any information obtained will be used for that purpose.

If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.

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 notice 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. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

BW160

An Important message from the Federal Trade Commission

A note to Homeowners



Facing foreclosure? Scammers are targeting people having trouble paying their mortgages. Some claim to be able to “rescue” homeowners from foreclosures, while others promise loan modifications – for a fee. The Federal Trade Commission, the nation’s consumer protection agency, wants you to know how to avoid scams that could make your housing situation go from bad to worse.

Don’t Get Hit by a Pitch.

“We can stop your foreclosure!”

“97% success rate!”

“Guaranteed to save your home!”

These kinds of claims are the tell-tale signs of a foreclosure rip-off. Steer clear of anyone who offers an easy out.

Don’t Pay for a Promise.

Don’t pay any business, organization, or person who promises to prevent foreclosure or get you a new mortgage. These so-called “foreclosure rescue companies” claim they can help save your home, but they’re out to make a quick buck. Some may request hefty fees in advance – and then stop returning your calls. Others may string you along before disclosing their charges. Cut off all dealings if someone insists on a fee.

Send Payments Directly.

Some scammers offer to handle financial arrangements for you, but then just pocket your payment. Send your mortgage payments **ONLY** to your mortgage servicer.

Don’t Pay for a Second Opinion.

Have you applied for a loan modification and been turned down? Never pay for a “second opinion.”

Imitations = Frustrations.

Some con artists use names, phone numbers, and websites to make it look like they’re part of the government. If you want to contact a government agency, type the web address directly into your browser and look up any address you aren’t sure about. Use phone numbers listed on agency websites or in other reliable sources, like the Blue Pages in your phone directory. Don’t click on links or open any attachments in unexpected emails.

Talk to a HUD-Certified Counseling Agency – For Free.

If you’re having trouble paying your mortgage or you’ve already gotten a delinquency notice, free help is a phone call away. Call **1-888-995-HOPE** for free personalized advice from housing counseling agencies certified by the U.S. Department of Housing and Urban Development (HUD). This national hotline – open 24/7 – is operated by the Homeownership Preservation Foundation, a nonprofit member of the HOPE NOW Alliance of mortgage industry members and HUD-certified counseling agencies. For free guidance online, visit www.hopenow.com. For free information on the President’s plan to help homeowners, visit www.makinghomeaffordable.gov.



Federal Trade Commission
ftc.gov/MoneyMatters

Call

1-888-995-HOPE

for free personalized guidance from housing counseling agencies certified by the U.S. Department of Housing and Urban Development. The Homeowner's HOPE™ Hotline – open 24/7 – is operated by the Homeownership Preservation Foundation, a nonprofit member of the HOPE NOW Alliance of mortgage industry members and HUD-certified counseling agencies. Or visit

www.hopenow.com

For free information on the President's plan to help homeowners, visit

www.makinghomeaffordable.gov



Exhibit H

The promissory note or “Uniform Secured Note” or “Note” executed and delivered by Plaintiff along with the Mortgage in November 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 Florida
(City) (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/signature]

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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

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 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.

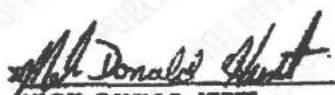
13. DOCUMENTARY TAX

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 PROPER



MARK DONALD HUNT

Pay to the order of

Without Recourse
Washington Mutual Bank, FA



J. Almanza, 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 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.

03-2149-061800461-8

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

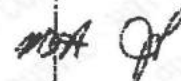


Exhibit I

The mortgage or “Security Instrument” or “Mortgage” executed and delivered by Plaintiff along with the Note in November 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. 33083
(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 95230.

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.

B. 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, entitles 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 judgement 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 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.

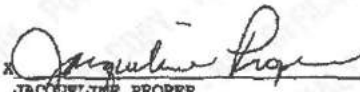
23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is not prohibited by Applicable Law.

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 STOWARD

The foregoing instrument was acknowledged before me this 27 day of NOVEMBER
2002 by JACQUELINE PROPER & MARK
DONALD HUNT
who is personally known to me or has produced _____
as Identification.

My Commission expires:



D. H. Burkus
Commission # DD 019877
Expires June 3, 2005
Resides In
Atlantic Beach, Fla.



(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:

4380 NW 2ND CODET, 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.

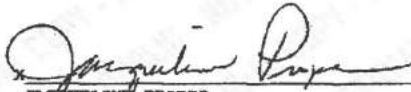
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption, and Lender may increase the maximum interest rate limit to the higher of the Cap or 5 percentage points greater than the interest rate in effect at the time of the 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 16 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 J

Final Judgment of Foreclosure entered against Plaintiff in May of 2014.

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

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT IN & FOR BROWARD COUNTY, FLORIDA	FOR CLERK'S USE ONLY
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).	
FINAL JUDGMENT OF FORECLOSURE	

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
Attorney Fee Total	\$3,250.00
<u>Court Costs Now Taxed</u>	
Filing Fee/ Statutory Convenience Fee	\$969.00
Publication for Service	\$180.00
Private Process Server	\$976.20
OTHER COSTS:	
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)
JUDGMENT GRAND TOTAL	<u>\$123,836.94</u>

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.

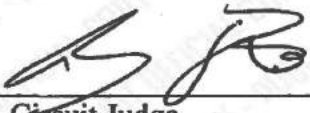
IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, HOWARD 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 MAJ, 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

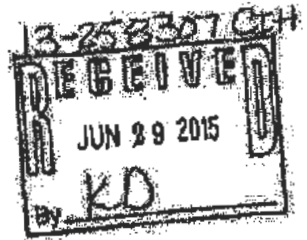
Unknown Spouse of Jacqueline Proper, 4380 Northwest 2nd Court, Coconut Creek, FL
33066

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 K

Satisfaction of Judgment recorded by the Clerk of the Circuit Court, showing Plaintiff paid the Judgment Grand Total of \$123,836.94, plus interest, for a total of \$130,055.93, “in full satisfaction of said Judgment” by depositing \$130,055.93 into the registry of the court on June 22, 2015.



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

Case No: CACE-13-012903

JPMorgan Chase Bank, National Association
Plaintiff

Judge: Lynn Rosenthal
Division: 11

vs.

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.

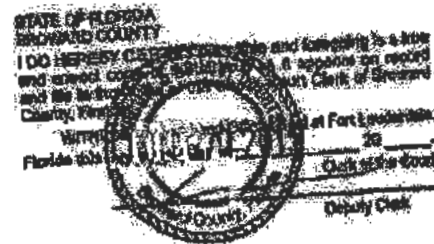
Howard C. Forman
Clerk of Courts

By: *[Signature]*
Deputy Clerk, Idrees Khan



Court Registry Room 232
201 SE 6th Street
Ft. Lauderdale, FL 33301

Copies Furnished:
Shapiro, Fishman, & Gache, LLP



14:41:17 Mon Jun 22, 2015

CREATC
CCIIHK11

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

6/22/15
14:40:28

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
		Subtotal:	130,055.93
Date of Judgment:	5/28/2014 (mmddyyyy)	Clerk Fees:	3,959.00
Pay off Date:	6/22/2015		
Rate of Interest:	4.750 %	Total Amount due:	132,014.93

Interest per day: 15.9461265 ¢

ES * Exit	RM * Refresh	F2 * Modify	Enter * Calculate
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Exhibit L

U.S. Postal Service Certified Mail receipt stamped by Experian, showing Experian received Plaintiff's Dispute on July 5, 2017.

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Experian
Experian Information Systems, Inc.
 P.O. Box 4500
 Allen, TX 75013

A. Signature
 X Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below:
 EXPERIAN
 JUL 05 2011
 Joe M. Swan

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7012 2210 0001 3193 4871

• Sender: Please print your name, address, and ZIP+4 in this box •



Jonathan Kline, P.A.
 Attorney at Law
 2761 Executive Park Drive
 Weston, Florida 33331
 Ph: (954) 888-4646
 www.JKLawFL.com

L-2
 HWT
 JK17-0148



Exhibit M

U.S. Postal Service Certified Mail receipt stamped by Equifax, showing Equifax received Plaintiff's Dispute on July 3, 2017.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Equifax
Equifax Information Systems, LLC
 P.O. Box 740256
 Atlanta, GA 30348

2. Article Number
(Transfer from service label)

7012 2210 0001 3193 4888

PS Form 3811, February 2004

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X **WILLIAM ALLEN** Agent Addressee

B. Received by (Print Name) **JULY 5 2007** C. Date of Delivery


D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

First-Class Mail
 Postage & Fees Paid
 USPS
 Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

JK LAW  **Jonathan Kilne, P.A.**
 Attorney at Law
 2761 Executive Park Drive
 Weston, Florida 33331
 Ph: (954) 888-4646
 www.JKLawFL.com

Handwritten: 2.
 HUNT
 JK17-0148



Exhibit N

U.S. Postal Service Certified Mail receipt stamped by Trans Union, showing Trans Union received Plaintiff's Dispute on July 5, 2017.



First Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TransUnion
Trans Union, LLC
P.O. Box 2000
Chester, P.A. 19016

2. Article Number
(Transfer from service label)

7038732000080213 4864

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent Address:

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
<input type="checkbox"/> Restricted Delivery (Extra Fee)	<input type="checkbox"/> Yes

4864

• Sender: Please print your name, address, and ZIP+4 in this box •



Jonathan Kline, P.A.
Attorney at Law
2761 Executive Park Drive
Weston, Florida 33331
Ph: (954) 888-4646
www.JKLawFL.com

4-2

HUNT
JK17-0148

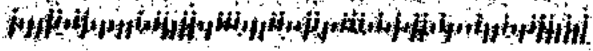


Exhibit O

July 17, 2017 request from Experian, stating that Plaintiff must provide additional information to Experian to assist Experian with the retrieval of Plaintiff's consumer file from Experian's database.



P.O. Box 1240
Allen, TX 75013
www.experian.com

July 12, 2017

Jonathan Kline, P.A.
JK Law
2761 Executive Park Drive
Weston, FL 33331

RE: Mark Donald Hunt
REF#: 133669792

Dear Sir or Madam:

Our office recently received your correspondence regarding your client's personal credit report.

In order to conduct an investigation, please forward your client's complete identification information (Social Security number, full name, current address, previous addresses in the last two years and date of birth). Please include one copy of a government issued identification card, such as a driver's license, state ID card, etc., and one copy of a utility bill, bank or insurance statement, etc. Also, please include all your client's specific disputes.

Last Name	First	Middle	(Sr., Jr., II, III, IV)
-----------	-------	--------	-------------------------

Current Address (Please include ZIP code)

Previous Addresses (Within the last two years, including ZIP codes)

Social Security Number	Date of Birth
------------------------	---------------

Sincerely,

Experian

1-888-EXPERIAN

Exhibit P

Plaintiff's response to Experian's request for additional information, sent via U.S. Postal Service Certified Mail on July 18, 2017, the day after the request was received, which included: i. Plaintiff's first, middle, and last name; ii. Plaintiff's current address; iii. Plaintiff's date of birth; iv. Plaintiff's social security number; v. a restatement of the information being disputed by Plaintiff; vi. The U.S. Certified Mailing number, and an additional copy, of the June 30, 2017 Dispute letter sent to Experian; and vii. the completed additional information fields contained in Experian's request.



Jonathan Kline, P.A.
Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt

July 18, 2017

VIA U.S. MAIL
AND CERTIFIED MAIL # 7012 3050 0001 6666 0391

Experian Information Solutions, Inc.
P.O. Box 1240
Allen, TX 75013

RE: Mark Donald Hunt's Notice of Dispute Letter to Experian

EXPERIAN REF # 133669792

To Whom It May Concern:

I am writing on behalf my client, Mr. Mark Donald Hunt, as his retained attorney, **in response to a request for additional information, attached hereto**, received from Experian Information Solutions, Inc., stating that Experian received Mark Donald Hunt's Notice of Dispute Letter to Experian dated June 30, 2017. **This letter further states that, in order for Experian to continue its investigation, additional information is needed. Such additional information is provided below and through the attached documents.**

ADDITIONAL INFORMATION REQUESTED RE: MR. MARK DONALD HUNT

NAME: MARK DONALD HUNT

CURRENT ADDRESS: [REDACTED]

MARGATE, FL
33093

DATE OF BIRTH (DOB): [REDACTED] 1963

SOCIAL SECURITY NUMBER: [REDACTED]

As stated in the attached copy of the Notice of Dispute Letter, my client, Mr. Mark Donald Hunt, is disputing the inaccurate, incomplete, and derogatory consumer information being furnished by JP Morgan Chase Bank, National Association, in relation to Mr. Mark Donald Hunt regarding a loan and mortgage agreement between Mr. Mark Donald Hunt and JP Morgan Chase Bank, National Association.

Jonathan Kline, P.A.
Attorneys at Law

2761 Executive Park Drive Weston, FL 33331

Broward (954) 888-4646
Miami-Dade (305) 443-3554
Palm Beach (561) 733-6761
Nationwide (800) 581 5297
Fax (954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4871 AND RECEIVED BY EXPERIAN INFORMATION SOLUTIONS, INC. ON JULY 3, 2017.

Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Donald Hunt to the below listed address.

DATED this 18th day of July, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

Jonathan Kline, P.A.
Attorneys at Law

2761 Executive Park Drive Weston, FL 33331

Broward (954) 888-4646
Miami-Dade (305) 443-3554
Palm Beach (561) 733-6761
Nationwide (800) 581 5297
Fax (954) 888-4647

JKLawFL.com



P.O. Box 1240
Allen, TX 75013
www.experian.com

July 12, 2017

Jonathan Kline, P.A.
JK Law
2761 Executive Park Drive
Weston, FL 33331

RE: Mark Donald Hunt
REF#: 133669792

Dear Sir or Madam:

Our office recently received your correspondence regarding your client's personal credit report.

In order to conduct an investigation, please forward your client's complete identification information (Social Security number, full name, current address, previous addresses in the last two years and date of birth). Please include one copy of a government issued identification card, such as a driver's license, state ID card, etc., and one copy of a utility bill, bank or insurance statement, etc. Also, please include all your client's specific disputes.

HUNT	MARK	DONALD	
Last Name	First	Middle	(Sr., Jr., II, III, IV)
MARGATE, FL 33093			
Current Address (Please include ZIP code)			
MARGATE, FL 33093			
Previous Addresses (Within the last two years, including ZIP codes)			
		/1963	
Social Security Number		Date of Birth	

Sincerely,

Experian

1-888-EXPERIAN



Jonathan Kline, P.A.
Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt
Property Address:
[REDACTED] NW 2nd CT
Coconut Creek, FL 33068

June 30, 2017

VIA U.S. MAIL
AND CERTIFIED MAIL # 7012 2210 0001 3193 4871

Experian
Experian Information Solutions, Inc.
P.O. Box 4500
Allen, TX 75013

Mark Donald Hunt's Notice of Dispute Letter to Experian

To Whom It May Concern:

I am writing on behalf my client, Mr. Mark Donald Hunt, as his retained attorney, regarding inaccurate, incomplete, and derogatory consumer information being furnished by JPMorgan Chase Bank, National Association, in relation to Mr. Mark Hunt and a loan and mortgage agreement between Mr. Mark Hunt and JPMorgan Chase Bank, National Association.

Below you will find a detailed account of the disputed matter, and the reasons for which this notice of dispute letter is being submitted, in order to help further a reinvestigation into the accuracy and completeness of information appearing in Mr. Mark Hunt's Experian consumer credit report, which I am requesting commences upon receipt of this notice. In May 2013, JPMorgan Chase Bank, National Association filed a verified complaint to foreclose mortgage against Mr. Mark Hunt because of a promissory note they called a "Uniform Secured Note" or "Note". Mark also signed a purchase money mortgage they called a "Security Instrument". Both of these documents were signed and delivered by Mr. Mark Hunt to JPMorgan Chase Bank, National Association in November 2002. The documents were also recorded by JPMorgan Chase Bank, National Association in the Official Records Book 34185, Page 977 of the Public Records of Broward County, Florida. This verified complaint to foreclose mortgage said Mark had been in default on the loan payments since December 1, 2012.

Jonathan Kline, P.A.
Attorneys at Law

2761 Executive Park Drive Weston, FL 33331

Broward (954) 888-4646
Miami-Dade (305) 443-3554
Palm Beach (561) 733-6761
Nationwide (800) 581-5297
Fax (954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

The verified complaint to foreclose mortgage stated that JPMorgan Chase Bank, National Association “declares the full amount payable under the Note and Mortgage to be due and payable”, thereby accelerating the mortgage and maturing all future monthly payments into one lump sum plus interest immediately due. Therefore, when JPMorgan Chase Bank, National Association filed the verified complaint to foreclose mortgage, they also accelerated the mortgage making all monthly payments under the note and mortgage, plus interest, due immediately

Pursuant to the Note, the only right and/or remedy of Mr. Mark Hunt was reinstatement, not to make monthly payments. The Note does not provide a mechanism to make monthly payments after acceleration has occurred. Therefore, the inaccurate, incomplete, and derogatory consumer information relating to Mr. Mark Hunt, furnished by JPMorgan Chase Bank, National Association to various credit reporting agencies, including Experian Information Solutions, Inc. for (22) twenty-two consecutive months following acceleration of the Mortgage and thereafter included in Mr. Mark Hunt’s Experian consumer credit reports, thereby destroying Mr. Mark Hunt’s creditworthiness, is being disputed by Mr. Mark Hunt. Thus, the filing of the verified complaint to foreclose mortgage in May 2013, constitutes the date of acceleration, after which Mr. Mark Hunt no longer had the ability and/or obligation to make monthly payments to the furnisher of the consumer information at issue, JPMorgan Chase Bank, National Association.

The purpose of this letter is to: i. provide notice to Experian Information Solutions, Inc., that Mr. Mark Hunt is disputing the inaccurate, incomplete, and derogatory consumer information in relation to Mr. Mark Hunt being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt’ consumer credit reports from Experian Information Solutions, Inc. under “CHASE MTG” and “Act. #15606180****” inaccurately showing that Mr. Mark Hunt was 120 days or more delinquent and/or missed a monthly payment pursuant to a “Primary or secondary mortgage” for (22) twenty-two consecutive months beginning in May 2013 and continuing until December of 2015; ii. request that Experian Information Solutions, Inc. provide prompt notice of this dispute to the furnisher of the inaccurate, incomplete, and derogatory consumer information, JPMorgan Chase Bank, National Association, and that Mr. Mark Hunt is disputing the referenced information being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt’s consumer credit reports from Experian Information Solutions, Inc.; iii. request that Experian Information Solutions, Inc. conduct a reinvestigation into the accuracy and completeness of the information disputed by Mr. Mark Hunt; and iv. at the conclusion of such reinvestigation promptly delete such inaccurate and incomplete information from Mr. Mark Hunt’s consumer file and promptly notify the furnisher, JPMorgan Chase Bank, National Association that the information has been deleted from Mr. Mark Hunt’s consumer file held by Experian Information Solutions, Inc.; v. request that Experian Information Solutions, Inc. provide written notice of the results of the reinvestigation into the information Mr. Mark Hunt’s is disputing, by mail, to the below listed address.

Jonathan Kline, P.A.
Attorneys at Law

2761 Executive Park Drive Weston, FL 33331

Broward	(954) 888-4646
Miami-Dade	(305) 443-3554
Palm Beach	(561) 733-6761
Nationwide	(800) 581 5297
Fax	(954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Hunt to the below listed address.

DATED this 30th day of June, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

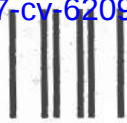
Jonathan Kline, P.A.
Attorneys at Law

2761 Executive Park Drive Weston, FL 33331

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Nationwide	(800) 581 5297
Fax	(954) 888-4647

JKLawFL.com

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

A. Signature Agent
 Address

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

1. Article Addressed to:

**Experian Information
Solutions, Inc.**
 P.O. Box 1240
 Allen, TX 75013

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number
 (Transfer from service label)

7012 3050 0001 6666 0391

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

• Sender: Please print your name, address, and ZIP+4 in this box •

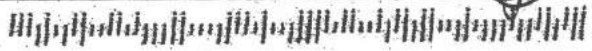
27



Jonathan Kline, P.A.
 Attorney at Law
 2761 Executive Park Drive
 Weston, Florida 33331
 Ph: (954) 888-4646
 www.JKLawFL.com

JKL-0148
HUNT

~~Jonathan Kline~~
Jonathan Kline



EXPERIAN
 JUL 24 2017
 James M. Swanson

Exhibit Q

Results of the Investigation and Reinvestigation into Plaintiff's Dispute from Equifax, which was received by Plaintiff on July 27, 2017.



EQUIFAX

CREDIT FILE : July 30, 2017

Confirmation # 7189009432

Dear JONATHAN KLINE:

We are pleased to let you know that the results of the dispute you recently filed with Equifax are complete. Here are a few things to know about the process:

Were changes made to my credit report and what actions were taken?

Please see the following page(s) for more detailed information on your specific results.

If we were able to make changes to your credit report based on the information you provided, we have done so. Otherwise, we contacted the company reporting the information to Equifax for them to investigate your dispute.

In this situation:

- * We request that the reporting company verify the accuracy of the information you disputed;
- * We provide them with any relevant information and supporting documentation you provided us with the dispute to consider as part of the investigation; and
- * We request that they send Equifax a response to your dispute and update their records and systems, as necessary.

If your dispute involves a public record item, Equifax contacts a third party vendor to obtain the most recent status of the public record.

How do I know that all of this is happening?

When the reporting company replies to us, they certify that they have followed Equifax's instructions and the law; considered all information and documentation provided; and updated your information, as necessary.

What should I do if I do not agree with the results of the investigation?

You have a few options:

- * You may add a statement of up to 100 words (200 words for Maine residents) to your credit report. If you provide a consumer statement that contains medical information related to services provided or medical procedures, then you expressly consent to including this information in every credit report we issue about you.
- * You may contact the company that reports the information to us and dispute it directly with them. If you would like written proof about your accounts (such as the original agreement), please contact your creditors directly.
- * You may provide us additional information or documents (such as an identity theft report or a letter from the reporting company) about your dispute to help us resolve it by visiting our website <https://www.ai.equifax.com/CreditInvestigation/home.action>. You may also mail your documents to PO Box 740256, Atlanta GA 30348 or contact us by calling a Customer Representative at (888) 425-7961 from 9:00 a.m. to 5:00 p.m. Monday - Friday in your time zone.
- * You may contact the Consumer Financial Protection Bureau or your State Attorney General's office about your issue or complaint against Equifax or the company reporting the information.

RE: Mark D Hunt

000000044 FOECA073170110100000 01 000000
 002639916-1006
 JONATHAN KLINE
 2761 EXECUTIVE PARK DR
 WESTON, FL 33331-3600

P. O. Box 105518
Atlanta, GA 30348

What else should I know?

If there has been a change to your credit report based on your dispute, or if you add a consumer statement, you may request that Equifax send an updated report to companies who received your credit report within the last two years for employment purposes, or within the last six months for any other purpose (the past 12 months for residents of California, Colorado, Maryland, New York and New Jersey residents).

Also, if you are interested, you may request a description of how the reinvestigation was conducted along with the business name, address and telephone number (if reasonably available) of the furnisher of your disputed information.

For frequently asked questions about your credit report and the dispute process, please visit Equifax at <https://help.equifax.com/>.

As always, we thank you for contacting Equifax and the results of your dispute are on the pages following this letter.



How should I read my dispute results?

To better assist you with understanding the results of your dispute, please review the information below:

- * If an item states "**Deleted**", we have removed it from your credit report and taken steps so it does not reappear.
- * If an item states "**Verified as Reported**", the reporting company has certified it is reporting accurately.
- * If an item states "**Updated**", we have updated one or more fields on the item based on information received from the reporting company.

The Results Of Our Reinvestigation

>>> **We have reviewed the current address. The results are:** The current address has been added/updated per the information you have supplied. [REDACTED] **NW**
2nd CT Coconut Creek FL 33068

>>> **We have reviewed your concerns and our conclusions are:**
 The disputed account national association is currently not reporting on the Equifax credit file.

Credit Account Information
 (For your security, the last 4 digits of account number(s) have been replaced by *) (This section includes open and closed accounts reported by credit grantors)

Account History	1 : 30-59 Days Past Due	5 : 150-179 Days Past Due	J : Voluntary Surrender
Status Code	2 : 60-89 Days Past Due	6 : 180 or More Days Past Due	K : Repossession
Descriptions	3 : 90-119 Days Past Due	G : Collection Account	L : Charge Off
	4 : 120-149 Days Past Due	H : Foreclosure	

>>> **We have researched the credit account. Account # - 156061800* The results are:** This creditor has verified to OUR company that the current status is being reported correctly. This creditor has verified to OUR company that the prior paying history is being reported correctly. This creditor is currently reporting a zero balance for this account. If you have additional questions about this item please contact: **Chase MTG, PO Box 24696, Columbus OH 43224-0696 Phone: (800) 848-9136**

Chase MTG PO Box 24696 Columbus OH 43224-0696 - (800) 848-9136

Account Number	Date Opened	High Credit	Credit Limit	Terms Duration	Terms Frequency	Months Revd	Activity Designator	Creditor Classification					
156061800*	11/01/2002	\$162,000	\$0	30 Years	Monthly	99	Transfer/Sold						
Items As of Date Reported	Balance Amount	Amount Past Due	Date of Last Paymnt	Actual Paymnt Amount	Scheduled Paymnt Amount	Date of 1st Delinquency	Date of Last Activity	Date Maj. Del. 1st Rptd	Charge Off Amount	Deferred Pay Start Date	Balloon Pay Amount	Balloon Pay Date	Date Closed
07/30/2017	\$0	\$0	01/2013	\$0	\$1,316	11/2012			\$0		\$0		03/2015

Status - Over 120 Days Past Due; Type of Account - Mortgage; Type of Loan - Conventional Re Mortgage; Whose Account - Joint Account; **ADDITIONAL INFORMATION - Account Transferred or Sold; Real Estate Mortgage; Variable/Adjustable Rate;**

Account History	01/2013	12/2012	11/2012
with Status Codes	2	2	1

Notice to Consumers

You may request a description of the procedure used to determine the accuracy and completeness of the information, including the business name and address of the furnisher of information contacted, and if reasonably available the telephone number.

If the reinvestigation does not resolve your dispute, you have the right to add a statement to your credit file disputing the accuracy or completeness of the information; the statement should be brief and may be limited to not more than one hundred words (two hundred words for Maine residents) explaining the nature of your dispute.

If the reinvestigation results in the deletion of disputed information, or you submit a statement in accordance with the preceding paragraph, you have the right to request that we send your revised credit file to any company specifically designated by you that received your credit report in the past six months (twelve months for California, Colorado, Maryland, New Jersey and New York residents) for any purpose or in the past two years for employment purposes.

Exhibit R

Results of the Investigation and Reinvestigation into Plaintiff's Dispute from Trans Union, which was received by Plaintiff on August 4, 2017.

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LOAN, CREDIT, MORTGAGE, INSURANCE, GOVERNMENT SERVICES OR PAYMENTS, RENTAL HOUSING, EMPLOYMENT, INVESTMENT, LICENSE, CELLULAR PHONE, UTILITIES, DIGITAL SIGNATURE, INTERNET CREDIT CARD TRANSACTION, OR OTHER SERVICES, INCLUDING AN EXTENSION OF CREDIT AT POINT OF SALE.

To remove the security freeze on the protected consumer's record or report, you must contact the consumer reporting agency and provide all of the following:

1. Proof of identification as required by the consumer reporting agency.
2. Proof of authority over the protected consumer as required by the consumer reporting agency.
3. The unique personal identifier provided by the consumer reporting agency.
4. Payment of a fee.

A consumer reporting agency must, within 30 days after receiving the above information, authorize the removal of the security freeze.

A security freeze does not apply to a person or entity, or its affiliates, or a collection agency acting on behalf of the person or entity, with which the protected consumer has an existing account, which requests information in the protected consumer's consumer report or record for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You have the right to bring a civil action as authorized by section 501.0051, Florida Statutes, which governs the security of protected consumer information.

504000



States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>Bureau of Consumer Financial Protection 1700 G Street NW Washington, DC 20552</p> <p>Federal Trade Commission Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and insured state branches of foreign banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and Insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>Office of the Comptroller of the Currency Customer Assistance Group 1301 McKinney Street, Suite 3450 Houston, TX 77010-9050</p> <p>Federal Reserve Consumer Help (FRCH) PO Box 1200 Minneapolis, MN 55480 1-888-851-1920</p> <p>FDIC Consumer Response Center 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>National Credit Union Administration Office of Consumer Protection (OCP) Division of Consumer Compliance and Outreach (DCCO) 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Asst. General Counsel for Aviation Enforcement & Proceedings Aviation Consumer Protection Division Department of Transportation 1200 New Jersey Avenue, S.E. Washington, DC 20590 1-202-366-1306</p>
<p>4. Creditors Subject to Surface Transportation Board</p>	<p>Office of Proceedings, Surface Transportation Board Department of Transportation 395 E Street, S.W. Washington, DC 20423</p>
<p>5. Creditors subject to Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Administration area supervisor</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Deputy Administrator for Capital Access United States Small Business Administration 409 Third Street, SW, 8th Floor Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street NE Washington, DC 20549</p>
<p>8. Federal Land Banks, Federal Land Bank Associations, Federal Intermediate Credit Banks, and Production Credit Associations</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>FTC Regional Office for region in which the creditor operates or Federal Trade Commission: Consumer Response Center-FCRA Washington, DC 20580 1-877-382-4357</p>

CO000007

File Number: 361979516
 Date Issued: 07/27/2017

Page: 1 of 1



Personal Information

You have been on our files since 07/01/1993

SSN: XXX-XX-4621

Date of Birth: [REDACTED] 1963

Names Reported: MARK DONALD HUNT

Addresses Reported:

Address	Date Reported	Address	Date Reported
[REDACTED] NW 2ND CT, COCONUT CREEK, FL 33066-1710	09/07/2014	[REDACTED] POMPANO BEACH, FL 33093-8618	05/31/2017
[REDACTED] NE 6TH AVE, DELRAY BEACH, FL 33483-5516	01/31/2007	[REDACTED] MARGATE, FL 33093	
[REDACTED] MARGATE, FL 33093-8809			

Telephone Numbers Reported:

[REDACTED] 3622 [REDACTED] 3128 [REDACTED] 2323 [REDACTED] 3656 [REDACTED] 1720

Employment Data Reported:

Employer Name	Date Verified
AMERICAN INTL RECOVERY	08/01/2007
AMERICAN INTERNATIONAL RECOVERY	08/01/1999
AMER INT REVRY INV INC	06/01/1999

Account Information

Typically, creditors report any changes made to your account information monthly. This means that some accounts listed below may not reflect the most recent activity until the creditor's next reporting. This information may include things such as balances, payments, dates, remarks, ratings, etc. The key(s) below are provided to help you understand some of the account information that could be reported.

Rating Key

Some creditors report the timeliness of your payments each month in relation to your agreement with them. The ratings in the key below describe the payments that may be reported by your creditors. Any rating that is shaded indicates that it is considered adverse. Please note: Some but not all of these ratings may be present in your credit report.

N/R	X	OK	30	60	90	120	COL	VS	RPO	C/O	FC
Not Reported	Unknown	Current	30 days late	60 days late	90 days late	120+ days late	Collection	Voluntary Surrender	Repossession	Charge Off	Foreclosure

Adverse Accounts

CHASE #156061800**** (POB 24696, COLUMBUS, OH 43224-0696, (800) 848-9136)
 Date Opened: 11/27/2002 Balance: \$0
 Responsibility: Joint Account Date Updated: 03/16/2015
 Account Type: Mortgage Account Last Payment Made: 01/23/2013
 Loan Type: CONVENTIONAL REAL ESTATE MTG High Balance: \$162,000

Pay Status: >Account 120 Days Past Due Date
 Terms: \$1,316 per month, paid Monthly for 360 months
 Date Closed: 03/16/2015
 >Maximum Delinquency of 120 days in 03/2013 and in 03/2015<

Remarks: TRANSFERRED TO ANOTHER LENDER; TRANSFERRED TO ANOTHER OFFICE

Estimated month and year that this item will be removed: 09/2019

	02/2015	01/2015	12/2014	11/2014	10/2014	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014				
Rating	120	120	120	120	120	120	120	120	120	120	120	120				
	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013				
Rating	120	120	120	120	120	120	120	120	120	120	120	120				
	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012				
Rating	90	60	60	30	OK	OK	OK	OK	OK	OK	OK	OK				
	02/2012	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011	07/2011	06/2011	05/2011	04/2011	03/2011	02/2011	01/2011	12/2010	11/2010
Rating	OK	OK	OK	OK	OK	N/R	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	10/2010	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010	03/2010	02/2010	01/2010	12/2009	11/2009	10/2009	09/2009	08/2009	07/2009
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK
	06/2009	05/2009	04/2009	03/2009	02/2009	01/2009	12/2008	11/2008	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008		
Rating	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK		

How to read your results

The results of our investigation of your dispute consists of two sections: 1) the Investigation Results Summary which appears below, and 2) the attached view of how the disputed item(s) that remain on your credit report now appear(s). If an item you disputed is not listed, it means that the item was not appearing in your credit report or it already reflected the requested status at the time of our investigation. Items deleted from your credit report will not appear in the attached credit report detail and if no credit report detail is attached following the Investigation Results summary, you may view a free full copy of your credit report by visiting www.transunion.com/fullreport.

The following key provides you a more complete description of our investigation results of the items you disputed:

DELETED: The disputed item was removed from your credit report.

DISPUTE NOT SPECIFIC; VERIFIED AND UPDATED: The item was verified as belonging to you and other account information has changed or the item was updated to reflect recent activity.

DISPUTED INFORMATION UPDATED: A change was made to the item based on your dispute.

DISPUTED INFORMATION UPDATED AND OTHER INFORMATION UPDATED: A change was made to the item based on your dispute and other information unrelated to your dispute has changed.

INFORMATION DELETED: The item was removed from your credit report.

INFORMATION UPDATED: A change was made to the item.

NO UPDATE NECESSARY: The disputed information already reflects the requested status.

REINSERTED: This previously deleted item has now been verified; therefore, it has been reinserted into your credit report.

VERIFIED AS ACCURATE: The disputed information was verified as accurate and no change was made to the item.

VERIFIED AS ACCURATE AND UPDATED: The disputed information was verified as accurate; however, other information has changed and/or the item was updated to reflect recent activity.

Investigation Results Summary

ITEM	DESCRIPTION	RESULTS
PERSONAL INFORMATION		INFORMATION UPDATED
CHASE POB 24696 COLUMBUS, OH 43224-0696 (800) 848-9136	# 156061800****	INFORMATION UPDATED

400000



*** 361979516-012 ***

TransUnion LLC
PO Box 805
Woodlyn, PA 19094-0805

07/27/2017

TransUnion 



P785WP00202701-1019533-036913389



MARK DONALD HUNT

██████████ NW 2ND CT

COCONUT CREEK, FL 33066-1710

Our investigation of the dispute you recently submitted is now complete. If we were able to make changes to your credit report based on information you provided, we have done so. Otherwise, we have contacted the company reporting the information you disputed, supplied them all relevant information and any documents you gave us with your dispute, and instructed them to: review all information we provide them about your dispute; verify the accuracy of the information; provide us a response to your dispute; and update their records and systems as necessary.

Please follow the 'How to read your results' section on the next page to help guide you in understanding the results of our investigation. If our investigation has not resolved your dispute, you have several options:

- You may add a 100-word statement to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to TransUnion including this information in every credit report we issue about you.
- You may contact the company that reports the information to us and dispute it directly with them. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly.
- You may provide us additional information or documents about your dispute to help us resolve it by visiting www.transunion.com/dispute and indicating you are filing a repeat dispute. You will be prompted to add additional information you feel is relevant to your dispute as well as upload supporting documentation.
- You may file a complaint about TransUnion, or the company reporting the item, with the Consumer Financial Protection Bureau or your State Attorney General's office.

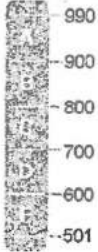
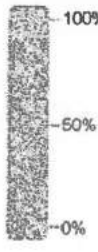
If there has been a change to your credit history resulting from our investigation, or if you add a consumer statement, you may request that TransUnion send an updated report to those who received your report within the last two years for employment purposes, or within the last six months for any other purpose.

If interested, you may also request a more detailed description of how the investigation was conducted along with the business name, address and telephone number of the source of information.

For frequently asked questions about your credit report, please visit <http://transunion.com/consumerfaqs>.

MARK DONALD HUNT

YOUR CREDIT SCORE

Your Score & Grade	Score & Grade Range	Where You Rank
<p>Score Not Purchased (See Below)</p> <p>Grade -</p> <p>Created on 07/27/2017</p> <p>Based on your TransUnion credit report, this is a depiction of your creditworthiness.</p>	<p>Unavailable (See Below)</p>  <p>The numerical score ranges from 990 to 501 equaling grade ranges from A to F.</p>	<p>Unavailable (See Below)</p>  <p>Your credit ranks higher than --% of the nation's population.</p>

Summary

You did not order a TransUnion credit score. You can purchase your credit score for \$9.95 by calling 1-866-SCORE-TU or 1-866-726-7388.

Important Information Concerning Your TransUnion Credit Report:

- Your SSN has been masked for your protection. You may request disclosure of your full Social Security number by writing to us at the address found at the end of this report.
- For your protection, your account numbers have been partially masked, and in some cases scrambled.

YOUR CREDIT FILE CONTAINS:

- One or more Adverse Accounts. Adverse information typically remains on your credit file for up to 7 years from the date of the delinquency. To help you understand what is generally considered adverse, we have added brackets or shading to those items in this report.

Summary of Rights

GENERAL SUMMARY OF CONSUMER RIGHTS UNDER THE FCRA

Para informacion en espanol, visite www.consumerfinance.gov/learnmore o escribe a la Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. **For more information, including information about additional rights, go to www.consumerfinance.gov/learnmore or write to: Consumer Financial Protection Bureau, 1700 G Street N.W., Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment -- or to take another adverse action against you--must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your "file disclosure"). You will be required to provide proper identification, which may include your Social Security Number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identity theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.consumerfinance.gov/learnmore for more additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.consumerfinance.gov/learnmore for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.consumerfinance.gov/learnmore.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688 (888-5OPTOUT).
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.consumerfinance.gov/learnmore.

Florida Residents

As of July 1, 2006 you have a right to place a "security freeze" on your consumer report, which will prohibit a consumer reporting agency from releasing any information in your consumer report without your express authorization. A security freeze must be requested in writing by certified mail to a consumer reporting agency. The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. You should be aware that using a security freeze to control access to the personal and financial information in your consumer report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, insurance, government services or payments, rental housing, employment, investment, license, cellular telephone, utilities, digital signature, Internet credit card transaction or other services, including an extension of credit at point of sale. When you place a security freeze on your consumer report, you will be provided a personal identification number or password to use if you choose to remove the freeze on your consumer report or authorize the release of your consumer report for a designated period of time after the security freeze is in place. To provide that authorization, you must contact the consumer reporting agency and provide all of the following:

1. The personal identification number or password.
2. Proper identification to verify your identity.
3. Information specifying the period of time for which the report shall be made available.
4. Payment of a fee authorized by this section of the Florida Statutes.

A consumer reporting agency must authorize the release of your consumer report no later than 3 business days after receiving the above information.

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your consumer report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

You have the right to bring a civil action against anyone, including a consumer reporting agency, who fails to comply with the provisions of Sec. 501.005, Florida Statutes, which governs the placing of a consumer report security freeze on your consumer report.

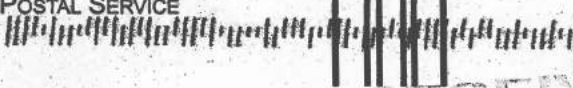
FLORIDA BILL OF RIGHTS for PROTECTED CONSUMERS

If you are the parent or legal guardian of a minor younger than 16 years of age or a guardian or advocate of an incapacitated, disabled, or protected person under chapter 39, chapter 393, chapter 744, or chapter 914, Florida Statutes, you have the right to place a security freeze on the consumer report of the person you are legally authorized to care for. If no consumer report exists, you have the right to request that a record be created and a security freeze be placed on the record. A record with a security freeze is intended to prevent the opening of credit accounts until the security freeze is removed.

YOU SHOULD BE AWARE THAT USING A SECURITY FREEZE TO CONTROL ACCESS TO THE PERSONAL AND FINANCIAL INFORMATION IN A CONSUMER REPORT OR RECORD MAY DELAY, INTERFERE WITH, OR PROHIBIT THE TIMELY APPROVAL OF ANY SUBSEQUENT REQUEST OR APPLICATION REGARDING A NEW

Exhibit S

U.S. Postal Service Certified Mail receipt stamped by Defendant, showing Defendant received Plaintiff's Class Dispute letter on August 28, 2017.



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •



Jonathan Kline, P.A.
Attorney at Law
2761 Executive Park Drive
Weston, Florida 33331
Ph: (954) 888-4646
www.JKLawFL.com

AUG 31

22

JK17-0148
HUNT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Agent
 Address
 Wayne Spencer
- B. Received by (Printed Name) C. Date of Delivery
- D. Is delivery address different from return? Yes
 No
 If YES, enter delivery address below:



1. Article Addressed to:

JPMorgan Chase Bank, National
Association
Chase
P.O. Box 24696
Columbus, OH 43224-0696

3. Service Type
- Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

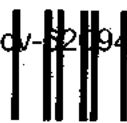
2. Article Number

(Transfer from service label)

7012 3050 0001 6666 0513

Exhibit T

U.S. Postal Service Certified Mail receipt stamped by Experian, showing Experian received Plaintiff's Class Dispute letter on August 29, 2017.



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Experian
Experian Information Systems, Inc.
P.O. Box 4500
Allen, TX 75013

2. Article Number
(Transfer from service label)

7012 3050 0001 6666 0568

PS Form 3811, February 2004

Domestic Return Receipt

102296-02-M-11

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent
 Address

B. Received by (Printed Name)
XXXXXXXXXX
C. Date of Delivery
AUG 29 2017

Both delivery address different from item 1? Yes
If YES, enter delivery address below: No

Jane M. Lawson

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

• Sender: Please print your name, address, and ZIP+4 in this box •

SEP 0 2017



Jonathan Kline, P.A.
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Weston, FL 33331
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HUNT
JK17-0148

JP

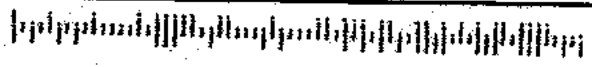
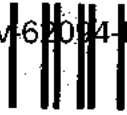


Exhibit U

U.S. Postal Service Certified Mail receipt stamped by Equifax, showing Equifax received Plaintiff's Class Dispute letter on August 27, 2017.



Postage & Fees Paid
USPS
Permit No. G-10

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Equifax
Equifax Information Systems, LLC
 P.O. Box 740256
 Atlanta, GA 30348

2. Article Number
(Transfer from service label)

7012 3050 0001 6666 0582

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X Agent Addressee

B. Mailed by Restricted Name **CH** C. Date of Delivery **SEP 01 2017**

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

• Sender: Please print your name, address, and ZIP+4 in this box •

RECEIVED
SEP 01 2017
JP



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 Attorney at Law
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 Weston, FL 33331
 Ph: (954) 888-4646
 www.JKLawFL.com

JL17-0148
HUNT

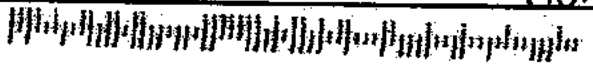


Exhibit V

U.S. Postal Service Certified Mail receipt stamped by Trans Union, showing Trans Union received Plaintiff's Class Dispute letter on August 28, 2017.

First Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

Sender: Please print your name, address, and ZIP+4 in this box •

SEP 06 2017



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Attorney at Law
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Weston, FL 33331
Ph: (954) 888-4646
www.JKLawFL.com

JK17-0148
Hunt



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

TransUnion
Trans Union, LLC
P.O. Box 2000
Chester, PA 19016

2. Article Number
(Transfer from service label)

7012 3050 0001 6666 0599

PS Form 3811, February 2004

Domestic Return Receipt

10295-02-0

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X [Signature] Agent Addressee

B. Received by (Printed Name)
2017 8 29

C. Date of Delivery

D. Is delivery restricted?
If YES, what is the restriction?
Certified Mail

Yes
 No

3. Service Type

- Certified Mail Express Mail
- Registered Return Receipt for Merchandise
- Insured Mail Signature Required

4. Restricted Delivery (Additional Fee)

Yes

Exhibit W

September 7, 2017 letter from Defendant confirming receipt of Plaintiff's Class Dispute Letters on August 28, 2017, from Plaintiff directly and the three (3) CRAs, stating that Defendant would "research and resolve the request."

Executive Office (Mail Code OH4-7120)
3415 Vision Drive
Columbus, OH 43219

JJ
JK17-0148



September 07, 2017

001072 - 1 of 1 NSP0IF1A-Z1 000000000000

Jonathan Kline
Esq
2761 Executive Park Drive
Weston, FL 33331



We're currently researching this request

Customer Name(s): Jacqueline Proper and Mark Donald Hunt
Account: *****4618
Reference Number: 20170906EOCHF0017
Property Address: [REDACTED] NW 2nd Court
Coconut Creek, FL 33066-0000

Dear Jonathan Kline and Esq:

We received this request on August 28, 2017, and appreciate the opportunity to respond.

We take customer feedback very seriously. We'll have an answer or a status update for the customer by September 27, 2017. We appreciate your patience while we research and resolve this request.

In the meantime, if you have questions about the loan, please call the Executive Office Team dedicated specifically to this issue at 1-888-310-7995. Our office is available Monday through Friday from 8 a.m. to 10 p.m., Saturday from 8 a.m. to 8 p.m., and Sunday from 8 a.m. to 5 p.m. Eastern Time.

Sincerely,

Mortgage Banking Executive Office
1-888-310-7995
1-800-582-0542 TTY
1-866-221-1019 Fax (Free from any Chase branch)
www.chase.com
questions.mortgage.escalation@chase.com

Esta comunicación contiene información importante acerca de la cuenta. Si tiene alguna pregunta o necesita ayuda para traducirla, comuníquese con nosotros llamando al 1-888-310-7995, de lunes a viernes de 8 a.m. a 10 p.m., sábados de 8 a.m. a 8 p.m., y domingos de 8 a.m. a 5 p.m., hora del Este.

CR004184
EO005

Donis, Martha

From: LPS_PROD@jpmchase.com
Sent: Wednesday, September 06, 2017 10:00 AM
To: CHFEXBOX
Subject: LOB New Case Review

Categories: Green Category, Orange Category

Legal Papers Served has assigned the following case(s) to your department for handling. Click the link <https://litlog.jpmchase.net/> to access the case and open the attached document.

Case ID	Status	Document Type	Deadline Time	Department Sent
LPSC-170831-28	Pending-SentToDepartment	Complaint	09/08/2017 2:47 PM	CHFEXBOX



Jonathan Kline, P.A.
Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt

Chase
Customer request management
AUG 28 2017

(15)

August 23, 2017

VIA U.S. MAIL AND CERTIFIED MAIL # 7012 3050 0001 6666 0513

JPMorgan Chase Bank, National Association
CHASE
P.O. BOX 24696
COLUMBUS, OH 43224-0696

RE: Mark Hunt's Class-wide Pre-Suit Notice of Dispute & Intent to Commence Lawsuit
CHASE MTG. ACCOUNT REF: # 156061800****

To Whom It May Concern:

I am writing on behalf, and at the direction, of my client, Mr. Mark Donald Hunt, as his retained attorney, and on behalf of all similarly situated individuals, for the purpose of providing notice to JPMorgan Chase Bank, National Association ("JPMorgan", "You", "you"), of Mr. Mark Donald Hunt's intent to commence legal proceedings, on behalf of himself, and all similarly situated individuals, pursuant to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

Below, and through the attached documents, you will find additional information re: Mr. Hunt and the subject matter of the dispute, including three (3) Notice of Dispute Letters dated June 30, 2017, and sent via U.S. Mail Certified Mail to Experian Information Solutions, Inc. ("Experian"), Equifax Information Services, LLC ("Equifax"), and Trans Union, LLC ("Trans Union"). Additionally, you will find one (1) response and second notice of dispute dated July 18, 2017, and sent by Mr. Hunt to Experian in response to a request for additional information from Experian.

Although you should have previously received notice of the dispute, including all relevant information discussed herein, from Experian, Equifax, and Trans Union, and conducted your own investigation pursuant to 15 U.S.C. § 1681i and 15 U.S.C. § 1681s-2(b) of the Fair Credit Reporting Act, this Pre-Suit Notice provides additional notice of dispute, notice of Mr. Hunt's intent to commence legal proceedings, on behalf of himself, and all others similarly situated.

Jonathan Kline, P.A.
Attorneys at Law

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Miami-Dade (305) 443-3554
Palm Beach (561) 733-6761
Nationwide (800) 581-5297
Fax (954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

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 15 U.S.C. § 1681a(c) of the FCRA, who had a loan and/or mortgage serviced by or held by JPMorgan, which was "accelerated", thereby declaring immediately due and payable, all past due and future monthly payment installments of the ~~principal into one lump sum consisting of the full amount payable, plus interest, and was~~ subsequently harmed, within the statutory limits prescribed by 15 U.S.C. § 1681p, due to JPMorgan's harmful practice of failing to conduct a reasonable investigation and continuing to furnish inaccuracies to one or more consumer reporting agencies ("CRA(s)") in violation of 15 U.S.C. § 1681 *et seq.*

ADDITIONAL INFORMATION RE: MR. MARK DONALD HUNT

NAME: MARK DONALD HUNT

CURRENT ADDRESS: [REDACTED]
MARGATE, FL
33093

DATE OF BIRTH (DOB): [REDACTED] 1963

SOCIAL SECURITY NUMBER: [REDACTED]

As stated in the attached copies of Mr. Hunt's Notice of Dispute Letters, Mr. Mark Donald Hunt, is disputing, on behalf of himself and all others similarly situated, the inaccurate, incomplete, and derogatory consumer information being furnished by JP Morgan Chase Bank, National Association, in relation to Mr. Mark Donald Hunt regarding Account # 156061800**** previously serviced and/or owned by JP Morgan Chase Bank, National Association.

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4871 AND RECEIVED BY EXPERIAN INFORMATION SOLUTIONS, INC. ON JULY 5, 2017.

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4888 AND RECEIVED BY EQUIFAX INFORMATION SERVICES, LLC ON JULY 5, 2017.

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4864 AND RECEIVED BY TRANS UNION, LLC ON JULY 3, 2017.

Jonathan Kline, P.A.
Attorneys at Law

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Jonathan Kline, P.A.
Attorneys at Law

PLEASE SEE ATTACHED COPY OF RESPONSE TO REQUEST FOR ADDITIONAL INFORMATION & SECOND NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 3050 0001 6666 0391 AND RECEIVED BY EXPERIAN INFORMATION SOLUTIONS, INC. ON JULY 17, 2017.

~~Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Donald Hunt to the below listed address.~~

DATED this 23rd day of August, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

Jonathan Kline, P.A.
Attorneys at Law

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Palm Beach	(561) 733-6761
Nationwide	(800) 581-5297
Fax	(954) 888-4647

JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

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

Attorney for client:

Mark Donald Hunt

Property Address:

██████ NW 2nd CT
Coconut Creek, FL 33068

June 30, 2017

VIA U.S. MAIL
AND CERTIFIED MAIL # 7012 2210 0001 3193 4864

TransUnion
Trans Union, LLC
P.O. Box 2000
Chester, P.A. 19016

Mark Donald Hunt's Notice of Dispute Letter to TransUnion

To Whom It May Concern:

I am writing on behalf my client, Mr. Mark Donald Hunt, as his retained attorney, regarding inaccurate, incomplete, and derogatory consumer information being furnished by JPMorgan Chase Bank, National Association, in relation to Mr. Mark Hunt and a loan and mortgage agreement between Mr. Mark Hunt and JPMorgan Chase Bank, National Association.

Below you will find a detailed account of the disputed matter, and the reasons for which this notice of dispute letter is being submitted, in order to help further a reinvestigation into the accuracy and completeness of information appearing in Mr. Mark Hunt's TransUnion consumer credit report, which I am requesting commences upon receipt of this notice. In May 2013, JPMorgan Chase Bank, National Association filed a verified complaint to foreclose mortgage against Mr. Mark Hunt because of a promissory note they called a "Uniform Secured Note" or "Note". Mark also signed a purchase money mortgage they called a "Security Instrument". Both of these documents were signed and delivered by Mr. Mark Hunt to JPMorgan Chase Bank, National Association in November 2002. The documents were also recorded by JPMorgan Chase Bank, National Association in the Official Records Book 34185, Page 977 of the Public Records of Broward County, Florida. This verified complaint to foreclose mortgage said Mark had been in default on the loan payments since December 1, 2012.

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Jonathan Kline, P.A.
Attorneys at Law

The verified complaint to foreclose mortgage stated that JPMorgan Chase Bank, National Association "declares the full amount payable under the Note and Mortgage to be due and payable", thereby accelerating the mortgage and maturing all future monthly payments into one lump sum plus interest immediately due. Therefore, when JPMorgan Chase Bank, National Association filed the verified complaint to foreclose mortgage, they also accelerated the mortgage making all monthly payments under the note and mortgage, plus interest, due immediately

Pursuant to the Note, the only right and/or remedy of Mr. Mark Hunt was reinstatement, not to make monthly payments. The Note does not provide a mechanism to make monthly payments after acceleration has occurred. Therefore, the inaccurate, incomplete, and derogatory consumer information relating to Mr. Mark Hunt, furnished by JPMorgan Chase Bank, National Association to various credit reporting agencies, including Trans Union, LLC for (22) twenty-two consecutive months following acceleration of the Mortgage and thereafter included in Mr. Mark Hunt's TransUnion consumer credit reports, thereby destroying Mr. Mark Hunt's creditworthiness, is being disputed by Mr. Mark Hunt.

Thus, the filing of the verified complaint to foreclose mortgage in May 2013, constitutes the date of acceleration, after which Mr. Mark Hunt no longer had the ability and/or obligation to make monthly payments to the furnisher of the consumer information at issue, JPMorgan Chase Bank, National Association.

The purpose of this letter is to: i. provide notice to Trans Union, LLC, that Mr. Mark Hunt is disputing the inaccurate, incomplete, and derogatory consumer information in relation to Mr. Mark Hunt being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt's consumer credit reports from Trans Union, LLC under "CHASE MTG" and "Act. #15606180****" inaccurately showing that Mr. Mark Hunt was 120 days or more delinquent and/or missed a monthly payment pursuant to a "Primary or secondary mortgage" for (22) twenty-two consecutive months beginning in May 2013 and continuing until December of 2015; ii. request that Trans Union, LLC provide prompt notice of this dispute to the furnisher of the inaccurate, incomplete, and derogatory consumer information, JPMorgan Chase Bank, National Association, and that Mr. Mark Hunt is disputing the referenced information being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt's consumer credit reports from Trans Union, LLC; iii. request that Trans Union, LLC conduct a reinvestigation into the accuracy and completeness of the information disputed by Mr. Mark Hunt; and iv. at the conclusion of such reinvestigation promptly delete such inaccurate and incomplete information from Mr. Mark Hunt's consumer file and promptly notify the furnisher, JPMorgan Chase Bank, National Association that the information has been deleted from Mr. Mark Hunt's consumer file held by Trans Union, LLC; v. request that Trans Union, LLC provide written notice of the results of the reinvestigation into the information Mr. Mark Hunt's is disputing, by mail, to the below listed address.

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Attorneys at Law

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JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Hunt to the below listed address.

DATED this 30th day of June, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

Jonathan Kline, P.A.
Attorneys at Law
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Jonathan Kline, P.A.
Attorneys at Law

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

Attorney for client:

Mark Donald Hunt

Property Address:

██████ NW 2nd CT
Coconut Creek, FL 33068

June 30, 2017

VIA U.S. MAIL
AND CERTIFIED MAIL # 7012 2210 0001 3193 4871

Experian
Experian Information Solutions, Inc.
P.O. Box 4500
Allen, TX 75013.

Mark Donald Hunt's Notice of Dispute Letter to Experian

To Whom It May Concern:

I am writing on behalf my client, Mr. Mark Donald Hunt, as his retained attorney, regarding inaccurate, incomplete, and derogatory consumer information being furnished by JPMorgan Chase Bank, National Association, in relation to Mr. Mark Hunt and a loan and mortgage agreement between Mr. Mark Hunt and JPMorgan Chase Bank, National Association.

Below you will find a detailed account of the disputed matter, and the reasons for which this notice of dispute letter is being submitted, in order to help further a reinvestigation into the accuracy and completeness of information appearing in Mr. Mark Hunt's Experian consumer credit report, which I am requesting commences upon receipt of this notice. In May 2013, JPMorgan Chase Bank, National Association filed a verified complaint to foreclose mortgage against Mr. Mark Hunt because of a promissory note they called a "Uniform Secured Note" or "Note". Mark also signed a purchase money mortgage they called a "Security Instrument". Both of these documents were signed and delivered by Mr. Mark Hunt to JPMorgan Chase Bank, National Association in November 2002. The documents were also recorded by JPMorgan Chase Bank, National Association in the Official Records Book 34185, Page 977 of the Public Records of Broward County, Florida. This verified complaint to foreclose mortgage said Mark had been in default on the loan payments since December 1, 2012.

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Attorneys at Law

The verified complaint to foreclose mortgage stated that JPMorgan Chase Bank, National Association "declares the full amount payable under the Note and Mortgage to be due and payable", thereby accelerating the mortgage and maturing all future monthly payments into one lump sum plus interest immediately due. Therefore, when JPMorgan Chase Bank, National Association filed the verified complaint to foreclose mortgage, they also accelerated the mortgage making all monthly payments under the note and mortgage, plus interest, due immediately

Pursuant to the Note, the only right and/or remedy of Mr. Mark Hunt was reinstatement, not to make monthly payments. The Note does not provide a mechanism to make monthly payments after acceleration has occurred. Therefore, the inaccurate, incomplete, and derogatory consumer information relating to Mr. Mark Hunt, furnished by JPMorgan Chase Bank, National Association to various credit reporting agencies, including Experian Information Solutions, Inc. for (22) twenty-two consecutive months following acceleration of the Mortgage and thereafter included in Mr. Mark Hunt's Experian consumer credit reports, thereby destroying Mr. Mark Hunt's creditworthiness, is being disputed by Mr. Mark Hunt. Thus, the filing of the verified complaint to foreclose mortgage in May 2013, constitutes the date of acceleration, after which Mr. Mark Hunt no longer had the ability and/or obligation to make monthly payments to the furnisher of the consumer information at issue, JPMorgan Chase Bank, National Association.

The purpose of this letter is to: i. provide notice to Experian Information Solutions, Inc., that Mr. Mark Hunt is disputing the inaccurate, incomplete, and derogatory consumer information in relation to Mr. Mark Hunt being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt' consumer credit reports from Experian Information Solutions, Inc. under "CHASE MTG" and "Act. #15606180****" inaccurately showing that Mr. Mark Hunt was 120 days or more delinquent and/or missed a monthly payment pursuant to a "Primary or secondary mortgage" for (22) twenty-two consecutive months beginning in May 2013 and continuing until December of 2015; ii. request that Experian Information Solutions, Inc. provide prompt notice of this dispute to the furnisher of the inaccurate, incomplete, and derogatory consumer information, JPMorgan Chase Bank, National Association, and that Mr. Mark Hunt is disputing the referenced information being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt's consumer credit reports from Experian Information Solutions, Inc.; iii. request that Experian Information Solutions, Inc. conduct a reinvestigation into the accuracy and completeness of the information disputed by Mr. Mark Hunt; and iv. at the conclusion of such reinvestigation promptly delete such inaccurate and incomplete information from Mr. Mark Hunt's consumer file and promptly notify the furnisher, JPMorgan Chase Bank, National Association that the information has been deleted from Mr. Mark Hunt's consumer file held by Experian Information Solutions, Inc.; v. request that Experian Information Solutions, Inc. provide written notice of the results of the reinvestigation into the information Mr. Mark Hunt's is disputing, by mail, to the below listed address.

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Jonathan Kline, P.A.
Attorneys at Law

Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Hunt to the below listed address.

DATED this 30th day of June, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

Jonathan Kline, P.A.
Attorneys at Law

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Nationwide (800) 581-5297
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JKLawFL.com



Jonathan Kline, P.A.
Attorneys at Law

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

Attorney for client:

Mark Donald Hunt

Property Address:

██████ NW 2nd CT
Coconut Creek, FL 33068

June 30, 2017

VIA U.S. MAIL
AND CERTIFIED MAIL # 7012 2210 0001 3193 4888

Equifax
Equifax Information Systems, LLC
P.O. Box 740256
Atlanta, GA 30348

Mark Donald Hunt's Notice of Dispute Letter to Equifax

To Whom It May Concern:

I am writing on behalf my client, Mr. Mark Donald Hunt, as his retained attorney, regarding inaccurate, incomplete, and derogatory consumer information being furnished by JPMorgan Chase Bank, National Association, in relation to Mr. Mark Hunt and a loan and mortgage agreement between Mr. Mark Hunt and JPMorgan Chase Bank, National Association.

Below you will find a detailed account of the disputed matter, and the reasons for which this notice of dispute letter is being submitted, in order to help further a reinvestigation into the accuracy and completeness of information appearing in Mr. Mark Hunt's Equifax consumer credit report, which I am requesting commences upon receipt of this notice. In May 2013, JPMorgan Chase Bank, National Association filed a verified complaint to foreclose mortgage against Mr. Mark Hunt because of a promissory note they called a "Uniform Secured Note" or "Note". Mr. Mark Hunt also signed a purchase money mortgage they called a "Security Instrument". Both of these documents were signed and delivered by Mr. Mark Hunt to JPMorgan Chase Bank, National Association in November 2002. The documents were also recorded by JPMorgan Chase Bank, National Association in the Official Records Book 34185, Page 977 of the Public Records of Broward County, Florida. This verified complaint to foreclose mortgage said Mr. Mark Hunt had been in default on the loan payments since December 1, 2012.

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Attorneys at Law

The verified complaint to foreclose mortgage stated that JPMorgan Chase Bank, National Association "declares the full amount payable under the Note and Mortgage to be due and payable", thereby accelerating the mortgage and maturing all future monthly payments into one lump sum plus interest immediately due. Therefore, when JPMorgan Chase Bank, National Association filed the verified complaint to foreclose mortgage, they also accelerated the mortgage making all monthly payments under the note and mortgage, plus interest, due immediately

Pursuant to the Note, the only right and/or remedy of Mr. Mark Hunt was reinstatement, not to make monthly payments. The Note does not provide a mechanism to make monthly payments after acceleration has occurred. Therefore, the inaccurate, incomplete, and derogatory consumer information relating to Mr. Mark Hunt, furnished by JPMorgan Chase Bank, National Association to various credit reporting agencies, including Equifax Information Systems, LLC for (22) twenty-two consecutive months following acceleration of the Mortgage and thereafter included in the Mr. Mark Hunt's Equifax consumer credit reports, thereby destroying Mr. Mark Hunt' creditworthiness, is being disputed by Mr. Mark Hunt. Thus, the filing of the verified complaint to foreclose mortgage in May 2013, constitutes the date of acceleration, after which Mr. Mark Hunt no longer had the ability and/or obligation to make monthly payments to the furnisher of the consumer information at issue, JPMorgan Chase Bank, National Association.

The purpose of this letter is to: i. provide notice to Equifax Information Systems, LLC, that Mr. Mark Hunt is disputing the inaccurate, incomplete, and derogatory consumer information in relation to Mr. Mark Hunt being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt' consumer credit reports from Equifax Information Systems, LLC under "CHASE MTG" and "Act. # 15606180****" inaccurately showing that Mr. Mark Hunt was 120 days or more delinquent and/or missed a monthly payment pursuant to a "Primary or secondary mortgage" for (22) twenty-two consecutive months beginning in May 2013 and continuing until December of 2015; ii. request that Equifax Information Systems, LLC provide prompt notice of this dispute to the furnisher of the inaccurate, incomplete, and derogatory consumer information, JPMorgan Chase Bank, National Association, and that Mr. Mark Hunt is disputing the referenced information being furnished by JPMorgan Chase Bank, National Association and appearing Mr. Mark Hunt's consumer credit reports from Equifax Information Systems, LLC; iii. request that Equifax Information Systems, LLC conduct a reinvestigation into the accuracy and completeness of the information disputed by Mr. Mark Hunt; and iv. at the conclusion of such reinvestigation promptly delete such inaccurate and incomplete information from Mr. Mark Hunt's consumer file and promptly notify the furnisher, JPMorgan Chase Bank, National Association that the information has been deleted from Mr. Mark Hunt's consumer file held by Equifax Information Systems, LLC; v. request that Equifax Information Systems, LLC provide written notice of the results of the reinvestigation into the information Mr. Mark Hunt's is disputing, by mail, to the below listed address.

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2761 Executive Park Drive Weston, FL 33331

Broward (954) 888-4646
Miami-Dade (305) 443-3554
Palm Beach (561) 733-6761
Nationwide (800) 581-5297
Fax (954) 888-4642

JKLAWFL.com



**JK
LAW**

**Jonathan Kline, P.A.
Attorneys at Law**

Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Hunt to the below listed address.

DATED this 30th day of June, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

**Jonathan Kline, P.A.
Attorneys at Law**

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Jonathan Kline, P.A.
Attorneys at Law

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331
Attorney for client:
Mark Donald Hunt

July 18, 2017

VIA U.S. MAIL
AND CERTIFIED MAIL # 7012 3050 0001 6666 0391
Experian Information Solutions, Inc.
P.O. Box 1240
Allen, TX 75013

RE: Mark Donald Hunt's Notice of Dispute Letter to Experian

EXPERIAN REF # 133669792
To Whom It May Concern:

I am writing on behalf my client, Mr. Mark Donald Hunt, as his retained attorney, in response to a request for additional information, attached hereto, received from Experian Information Solutions, Inc., stating that Experian received Mark Donald Hunt's Notice of Dispute Letter to Experian dated June 30, 2017. This letter further states that, in order for Experian to continue its investigation, additional information is needed. Such additional information is provided below and through the attached documents.

ADDITIONAL INFORMATION REQUESTED RE: MR. MARK DONALD HUNT

NAME: MARK DONALD HUNT
CURRENT ADDRESS: [REDACTED]
MARGATE, FL
33093
DATE OF BIRTH (DOB): [REDACTED] 1963
SOCIAL SECURITY NUMBER: [REDACTED]

As stated in the attached copy of the Notice of Dispute Letter, my client, Mr. Mark Donald Hunt, is disputing the inaccurate, incomplete, and derogatory consumer information being furnished by JP Morgan Chase Bank, National Association, in relation to Mr. Mark Donald Hunt regarding a loan and mortgage agreement between Mr. Mark Donald Hunt and JP Morgan Chase Bank, National Association.

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Jonathan Kline, P.A.
Attorneys at Law

PLEASE SEE ATTACHED COPY OF NOTICE OF DISPUTE LETTER SENT VIA U.S. MAIL AND CERTIFIED MAIL # 7012 2210 0001 3193 4871 AND RECEIVED BY EXPERIAN INFORMATION SOLUTIONS, INC. ON JULY 3, 2017.

~~Thank you for your prompt attention to this matter. Please direct any response to this letter and any communication(s) regarding Mr. Mark Donald Hunt to the below listed address.~~

DATED this 18th day of July, 2017.

Respectfully submitted,

/s/ Jonathan Kline, Esq.
JONATHAN KLINE, ESQ.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, FL 33331

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Exhibit X

September 27, 2017 letter from Defendant or Defendant's "Class Response" sent to Plaintiff and stating that Defendant "disagrees with" Plaintiff's "assertion that its reporting of the Account to the CRAs was inaccurate at any point in time."

STROOCK

Via Email and U.S. Mail

September 27, 2017

Brian C. Frontino
Direct Dial: 305.789.9343
bfrontino@stroock.com

Jonathan Kline, Esq.
Jonathan Kline, P.A.
2761 Executive Park Drive
Weston, Florida 33331

Re: August 23, 2017 Letter to Chase (the "Letter") Regarding Chase Mortgage Account of Mark Hunt ending in 4618 (the "Account")

Dear Jonathan:

This responds to the Letter you addressed directly to JPMorgan Chase Bank, N.A. ("Chase"), claiming that it incorrectly reported the Account to consumer reporting agencies ("CRAs") after Chase filed its May 21, 2013 Verified Complaint to Foreclose Mortgage filed in the Circuit Court of the Seventeenth Judicial Circuit, in and for Broward County (the "Foreclosure Complaint") against your client. As an initial matter, and as you know, we represent Chase in connection with your client's claims set forth in the Letter, which are identical to those set forth in his Class Action Complaint filed on June 21, 2017 in the United States District Court for the Southern District of Florida (the "District Court Action"). Although it is unclear to us why you were under the impression that you could communicate directly with our client as of the date of the Letter, we hereby make it clear that all future correspondence regarding your client's claims or disputes should be directed to me at this office. Your client is free to send communications directly to Chase, although it may ask us to handle any response(s), as appropriate.

Chase disagrees with your client's assertion that its reporting of the Account to the CRAs was inaccurate at any point in time. Specifically, your assertion that, by accelerating the amount due under your client's November 27, 2002 Adjustable Rate Note (the "Note") and associated mortgage, as set forth in the Foreclosure Complaint, Chase was legally barred from reporting further late payments due on the Account after filing the Foreclosure Complaint is directly contrary to binding Florida Supreme Court precedent set forth in Bartram v. U.S. Bank Nat. Ass'n, 211 So. 3d 1009, 1017 (Fla. 2016), reh'g denied sub nom. Bartram v. U.S. Bank Nat'l Ass'n, No. SC14-1265, 2017 WL 1020467 (Fla. Mar. 16, 2017), confirming its analysis in Singleton v. Greymar

Jonathan Kline, Esq.
September 27, 2017
Page 2

Associates, 882 So. 2d 1004 (Fla. 2004). Therein, the Florida Supreme Court expressly confirmed that a borrower is not obligated to pay “accelerated sums due under the note until final judgment [is] entered . . .” Bartram, 211 So. 3d at 1020. Indeed, the Court re-confirmed its approval of another Fourth District Court of Appeals decision, Olympia Mortgage Corp. v. Pugh, 774 So.2d 863, 866 (Fla. 4th DCA 2000), “which held . . . that an acceleration of debt in a mortgage foreclosure action did not place future installments at issue.” Accordingly, Chase accurately reported the Account 180+ days past due with each subsequent missed monthly payment due under the Note after filing the Foreclosure Complaint.

Moreover, after Chase obtained its Final Judgment of Foreclosure on May 28, 2014, in the amount of \$123,836.94 (the “Judgment”), against your client, it continued to accurately report the Account. Under these circumstances, Chase correctly reported that it had completed its foreclosure and that the Account remained at 180+ days past due given the lack of any payment towards the Judgment thereafter. Chase ultimately transferred the Account to Caliber Home Loans (“Caliber”) in February 2015, at which point it accurately reported the Account as “transferred” with a zero (\$0) balance and zero (\$0) amount past due, as reflected in Chase’s responses to the CRAs in connection with the Letter and prior dispute letters you sent on your client’s behalf. Your client finally satisfied the Judgment on June 22, 2015, but not until after Chase transferred the Account to Caliber and issued its final reporting status on the Account to the CRAs as set forth above.

With the foregoing, Chase believes that it has answered all of your credit reporting inquiries in the Letter.

Sincerely,



Brian C. Frontino

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Lawsuit Claims JPMorgan Bank Systemically Fails to Investigate Consumer Info Disputes](#)
