

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA**

**CASE NO.**

PATRICIA ANN KLEIN, *on behalf of herself  
and all others similarly situated,*

Plaintiff,

v.

DUANE MORRIS LLP, RUTH P. CLAYTON,  
and DANIELLE RUNDLETT BURNS,

Defendants.

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**CLASS ACTION COMPLAINT and JURY DEMAND**

1. On behalf of plaintiff and a putative class, Plaintiff, Patricia Ann Klein, alleges violations of the *Fair Debt Collection Practices Act*, 15 U.S.C. §1692 *et seq.* (“FDCPA”), and the *Florida Consumer Collection Practices Act*, Section 559.72, *Florida Statutes* (“FCCPA”).

**JURISDICTION AND VENUE**

2. This Court has jurisdiction under the *Fair Debt Collection Practices Act* pursuant to 28 U.S.C. §1331 and 15 U.S.C. §1692k, and supplemental jurisdiction pursuant to 28 U.S.C. §1367.
3. Venue in this District is proper because Plaintiff resides here and Defendants conduct business in this District.

**PARTIES**

4. Plaintiff, Patricia Ann Klein (“Plaintiff”), is a natural person and citizen of the State of Florida, residing in Indian River County, Florida.
5. Defendant, Duane Morris LLP (“Duane Morris”), is a Delaware Limited Liability Partnership and law firm engaged in the business of collecting consumer debts through litigation, which operates from offices located at 1875 NW Corporate Boulevard, Suite 300, Boca Raton, Florida 33431.
6. Defendant, Ruth P. Clayton, Esq. (“Clayton”), is a commercial litigation attorney who focuses her practice in the area of creditors’ right law and represents banks in foreclosure litigation. Clayton is employed by Duane Morris LLP in its Boca Raton, Florida office.
7. Defendant, Danielle Rundlett Burns, Esq. (“Burns”), is an attorney who focuses her practice in the area of consumer collection matters for lenders in loan default actions and contested foreclosures. Burns is employed by Duane Morris LLP in its Boca Raton, Florida office.
8. Defendants Duane Morris, Clayton, and Burns shall hereafter be collectively referred to as “Defendants.”
9. Defendants regularly use the United States Postal Service and telephone in the collection of consumer debt.
10. Defendants regularly collect or attempt to collect debts through litigation for other parties. Defendants are “debt collectors” as defined in the *FDCPA* and *FCCPA*.
11. At all times material to the allegations of this Complaint, Defendants were acting as debt collectors with respect to the collection of Plaintiff’s alleged debt.

12. Clayton, by causing to be mailed the April 25, 2019 Letter (as outlined below), and by sending the Demand Letter (as defined below), was independently acting as a debt collector.
13. Burns, by signing the Value of Real Property or Mortgage Foreclosure Claim (as outlined below), was independently acting as a debt collector.
14. Duane Morris LLP is vicariously liable for the actions of both Clayton and Burns.

### **FACTUAL ALLEGATIONS**

15. Defendants sought to collect a consumer debt from Plaintiff arising from an alleged delinquency on the mortgage and note for her primary residence. The home was not acquired for, nor has ever been used for any commercial purpose. The debt was a consumer debt, incurred primarily for personal, household or family use.
16. On April 22, 2019, Defendant Duane Morris caused to be filed a Verified Complaint for foreclosure against Plaintiff, on behalf of TD Bank, N.A., in the Circuit Court of the Nineteenth Judicial Circuit in and for Indian River County, Florida (the "Complaint"). The Complaint was signed by Burns.
17. On April 22, 2019, Burns signed and filed with the Circuit Court a form titled "Value of Real Property or Mortgage Foreclosure Claim" ("Claim Form"). (Attached hereto as "Exhibit 1"). The Claim Form stated that the "Principal Due" was \$75,415.08, and the "Interest Owed" was \$661.14, for a "Total Estimated Value of Claim" of \$76,076.22.
18. On or about April 19, 2019, Defendant Duane Morris mailed Plaintiff a letter seeking to collect an alleged debt from Plaintiff (the "Demand Letter") (Attached hereto as "Exhibit 2").

19. The Demand Letter stated that Duane Morris had been engaged to initiate a lawsuit to foreclose on Plaintiff's mortgage. The Demand Letter also stated, "At this time, no attorney with this firm has personally reviewed the particular circumstances of your account." April 19, 2019 was a Friday. The Verified Complaint was filed the following Monday. The Verified Complaint was drafted prior to the April 19, 2019 Demand Letter as page 9 of the Verified Complaint was verified by an officer of TD Bank, N.A. on April 15, 2019, four days prior to the date of the Demand Letter.
20. The Demand Letter was addressed to Plaintiff but contained an incorrect greeting, by stating, "Dear John and Susan Marshall."
21. On April 25, 2019, a Notice of Appearance was filed in the foreclosure matter by Leo W. Desmond on behalf of Patricia Ann Klein and served via the Florida ePortal System on Defendants Duane Morris and Burns. (Attached hereto as "Exhibit 3").
22. Klein also filed, by and through counsel, on April 25, 2019, her "Notice of Dispute Pursuant to *15 U.S.C. Section 1692, et seq.*" and served same upon Defendants Duane Morris and Burns via the Florida ePortal System. (Attached hereto as "Exhibit 4").
23. The Demand Letter, according to records from the United States Postal Service, was sent by Defendant Clayton. (Attached hereto as "Exhibit 5").
24. On April 25, 2019 at 10:08 AM, Leo W. Desmond, Esq. notified Defendants Duane Morris and Clayton, via email, that he was representing Klein in the foreclosure litigation and disputed the debt and demanded a verification pursuant to the *FDCPA*. Desmond also stated to Defendants Duane Morris and Clayton that the Demand

Letter was addressing John and Susan Marshall, not Plaintiff. (Attached hereto as “Exhibit 6”).

25. At 3:26 PM on April 25, 2019, Defendants Duane Morris and Clayton sent Desmond an email (attached hereto as “Exhibit 7”) containing a revised letter. (The “Second Demand Letter” attached hereto as “Exhibit 8”).

26. The Second Demand Letter was also addressed to “Patricia Ann Klein” at 5151 Highway A1A, Apt. 504, Vero Beach, Florida 32963.” The Second Demand Letter also stated, “At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.”

27. The Second Demand Letter was sent to Klein directly by Defendants Duane Morris and Clayton via FedEx Priority Overnight Delivery, despite knowing that Klein was being represented by counsel.

28. Both the Demand Letter and the Second Demand Letter state, in pertinent part:

**(3) The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.**

29. The Demand Letter and the Second Demand Letter were Defendants’ Duane Morris and Clayton’s initial communication with Plaintiff with respect to the debt alleged herein.

30. *15 U.S.C. §1692g* states:

Validation of debts.

(a) Notice of debt; contents. Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the

initial communication or the consumer has paid the debt, send the consumer a written notice containing –

- (1) The amount of the debt;
- (2) The name of the creditor to whom the debt is owed;
- (3) A statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the **debt collector**; (emphasis added)
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

#### **CLASS ACTION ALLEGATIONS**

31. This action is brought on behalf of a class consisting of (i) all persons with addresses in the State of Florida (ii) to whom initial written communications were sent that contained the phrase **“The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.”** (iii) in an attempt to collect a debt incurred for personal, family, or household purposes (iv) during the one year period prior to the filing of the original complaint in this action through the date of certification.
32. Plaintiff alleges on information and belief, based upon the Defendants' use of the phrase **“The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be**

**valid.**” contained in letters sent to consumers, that the Class is so numerous that joinder of all members of the Class is impractical.

33. There are questions of law or fact common to the Class, which common issues predominate over any issues involving only individual Class members. The common factual issue common to each Class member was that they were sent an initial written communication containing the phrase “**The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.**” The principal legal issue is whether Defendants’ wording violates the *FDCPA* by misleading the least sophisticated consumer to believe that they were being given their validation notice required by *15 U.S.C. §1692g* after an initial communication by a debt collector.
34. Plaintiff’s claims are typical of those of the Class members. All are based on the same facts and legal theories.
35. Plaintiff will fairly and adequately protect the interests of the Class. She has retained counsel experienced in handling actions involving unlawful practices under the *FDCPA* and class actions. Neither Plaintiff nor her counsel has any interests which might cause her not to vigorously pursue this action.
36. Certification of the Class under *Rule 23(b)(3)* of the *Federal Rules of Civil Procedure* is also appropriate in that:
- (1) The questions of law or fact common to the members of the class predominate over any questions affecting an individual member.

(2) A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

37. Plaintiff requests certification of a class under *Rule 23(b)(3), Federal Rules of Civil Procedure*, for monetary damages; her appointment as Class Representative; and that her attorney, Leo W. Desmond, be appointed as Class Counsel.

### **COUNT I**

#### **VIOLATION OF 15 U.S.C. §1692g(a)(3) (Individually and on Behalf of all Others Similarly Situated Against Duane Morris LLP Only)**

38. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.

39. After an initial communication with Plaintiff, pursuant to *15 U.S.C. §1692g(a)(3)*, the Defendant Duane Morris must provide the Plaintiff with:

[A] statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector.

40. Defendant Duane Morris sent the Demand Letter to Plaintiff and substantially similar demand letters to members of the Class, in an attempt to collect a consumer debt.

41. The Demand Letter was an initial communication between Defendant Duane Morris and Plaintiff. Plaintiff did not receive a correct statement of her rights to dispute the debt within five days of the initial communication by Defendants.

42. By claiming to have given notice to Plaintiff of her rights under *15 U.S.C. §1692g(a)*, Defendant Duane Morris has misled Plaintiff and taken away the right of Plaintiff to be given correct information regarding her statutory rights relating to the *FDCPA* protection afforded to consumers.



43. The wording included in the Demand Letter is misleading and false as it states “**the debt will be assumed to be valid.**” (emphasis in original). *15 U.S.C. §1692g(a)(3)* requires debt collectors to notify the debtor that “the debt will be assumed to be valid by the **debt collector.**” (emphasis added).
44. The Demand Letter incorrectly states the presumption of validity as pronounced by *15 U.S.C. §1692g(a)(3)*. The Demand Letter would be deceptive to the least sophisticated consumer with regard to his or her rights and therefore violates *15 U.S.C. §1692g(a)* as well as *15 U.S.C. §1692e(10)*.
45. As a result of Defendant Duane Morris’s conduct, Plaintiff and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.
46. As a result of Defendant Duane Morris’s conduct, Plaintiff and the Class are entitled to an award of costs and attorney’s fees pursuant to *15 U.S.C. §1692k*.

## COUNT II

### VIOLATION OF 15 U.S.C. §1692g(a)(3) (Individually Against Ruth P. Clayton)

47. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.
48. After an initial communication with Plaintiff, pursuant to *15 U.S.C. §1692g(a)(3)*, the Defendant Clayton must provide the Plaintiff with:
- [A] statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector.
49. Defendant Clayton sent the Second Demand Letter to Plaintiff on behalf of TD Bank, N.A., in an attempt to collect a consumer debt.
50. The Second Demand Letter is a communication between Defendant and Plaintiff.

51. By claiming to have given notice to Plaintiff of her rights under *15 U.S.C.*

*§1692g(a)*, Defendant Clayton has attempted to mislead Plaintiff into believing that the Second Demand Letter contained the proper notice required under the *Fair Debt Collection Practices Act*.

52. *15 U.S.C. §1692g* states:

Validation of debts.

(a) Notice of debt; contents. Within five days after the initial communication with a consumer in connection with the collection of any debt, a debt collector shall, unless the following information is contained in the initial communication or the consumer has paid the debt, send the consumer a written notice containing –

- (1) the amount of the debt;
- (2) the name of the creditor to whom the debt is owed;
- (3) a statement that unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be **valid by the debt collector**; (emphasis added)
- (4) a statement that if the consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector; and
- (5) a statement that, upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

53. The wording included in the Second Demand Letter is misleading and false as it states “**the debt will be assumed to be valid.**” (emphasis in original). *15 U.S.C. §1692g(a)(3)* requires debt collectors to notify the debtor that “the debt will be assumed to be valid by the **debt collector.**” (emphasis added).

54. The Second Demand Letter incorrectly states the presumption of validity as pronounced by *15 U.S.C. §1692g(a)(3)*. The Second Demand Letter would be deceptive to the least sophisticated consumer with regard to his or her rights and therefore violates *15 U.S.C. §1692g(a)* as well as *15 U.S.C. §1692e(10)*.
55. As a result of Defendant Clayton's conduct, Plaintiff is entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.
56. As a result of Defendant Clayton's conduct, Plaintiff is entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

### **COUNT III**

#### **VIOLATION OF 15 U.S.C. §1692c(a)(2) (Individually Against Duane Morris LLP and Ruth P. Clayton)**

57. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.
58. *15 U.S.C. §1692c(a)(2)* states:

(a) Communication with the consumer generally  
Without the prior consent of the consumer given directly to the debt collector or the express permission of a court of competent jurisdiction, a debt collector may not communicate with a consumer in connection with collection of any debt-

XXXX

(2) if the debt collector knows the consumer is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the attorney fails to respond within a reasonable period of time to a communication from the debt collector or unless the attorney consents to direct communication with the consumer;

59. Plaintiff did not give consent to Defendants Duane Morris and/or Clayton to be contacted directly regarding the alleged debt.

60. Plaintiff's foreclosure defense counsel did not give consent to Defendants Duane Morris and/or Clayton to communicate with Plaintiff directly regarding the alleged debt.
61. No court of competent jurisdiction gave Defendants Duane Morris and/or Clayton express permission to communicate directly with Plaintiff regarding the alleged debt.
62. Defendants Duane Morris and Clayton had actual knowledge of Plaintiff's counsel's name and address as evidenced by Defendants Duane Morris's and Clayton's correspondence sent to and from Leo W. Desmond on April 25, 2019.
63. The Second Demand Letter, dated April 25, 2019, sent directly to Plaintiff seeking payment of an alleged debt, violated *15 U.S.C. §1692c(a)(2)*, as Defendants Duane Morris and Clayton knew Plaintiff was represented by counsel and no consent was given to Defendants Duane Morris and Clayton to communicate directly with Plaintiff regarding the alleged debt.
64. As a result of Defendants Duane Morris's and Clayton's conduct, Plaintiff is entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*, from each of them.
65. As a result of Defendants Duane Morris's and Clayton's conduct, Plaintiff is entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*, from each of them.

**COUNT IV**

**VIOLATIONS OF 15 U.S.C. §1692(e)  
(Individually and on Behalf of All Others Similarly Situated  
Against Defendant Duane Morris LLP)**

66. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.

67. *15 U.S.C. §1692(e)* states, in pertinent part:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

XXXX

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

68. Defendant Duane Morris sent the Demand Letter to Plaintiff in connection with the collection of a consumer debt.

69. Defendants' statement "**The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.**" is misleading and confusing and an incorrect pronouncement of *15 U.S.C. §1692g(a)(3)*.

70. Pursuant to the *FDCPA*, Plaintiff is entitled to be free from the use of false, deceptive or misleading means in Defendant Duane Morris's attempt to collect a debt from Plaintiff.

71. The Demand Letter falsely and misleadingly pronounces both Plaintiff's rights and the rights of the Class to dispute the debt and if the debt is not disputed, who or whom may believe that the debt is valid, and has acted to take from Plaintiff and the Class the valuable rights afforded to them pursuant to *15 U.S.C. §1692g(a)(3)*.

72. As a result of Defendant Duane Morris's conduct, Plaintiff and the Class are entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

73. As a result of Defendant Duane Morris's conduct, Plaintiff and the Class are entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.

**COUNT V**

**VIOLATIONS OF 15 U.S.C. §1692(e)**  
**(Individually Against Defendant Ruth P. Clayton)**

74. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.

75. *15 U.S.C. §1692(e)* states, in pertinent part:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

XXXX

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

76. Defendant Clayton sent the Second Demand Letter to Plaintiff in connection with the collection of a consumer debt.

77. Defendants' statement "**The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.**" is misleading and confusing and an incorrect pronouncement of *15 U.S.C. §1692g(a)(3)*.

78. Pursuant to the *FDCPA*, Plaintiff is entitled to be free from the use of false, deceptive or misleading means in Defendant Clayton's attempt to collect a debt from Plaintiff.

79. The Second Demand Letter falsely and misleadingly pronounces both Plaintiff's rights and the rights of the Class to dispute the debt and if the debt is not disputed,

who or whom may believe that the debt is valid, and has acted to take from Plaintiff and the Class the valuable rights afforded to them pursuant to *15 U.S.C. §1692g(a)(3)*.

80. The Second Demand Letter contained the sentence “At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.” This statement was false and misleading as the Verified Complaint filed on April 22, 2019 contained a verification of the contract and facts dated April 15, 2019 by Nancy Harman, who is an officer of TD Bank, N.A. (Attached hereto as “Exhibit 9”).
81. The Second Demand Letter was sent directly to Klein in connection with an attempt to collect a consumer debt from Klein.
82. As a result of Defendant Clayton’s conduct, Plaintiff is entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.
83. As a result of Defendant Clayton’s conduct, Plaintiff is entitled to an award of costs and attorney’s fees pursuant to *15 U.S.C. §1692k*.

## **COUNT VI**

### **VIOLATIONS OF 15 U.S.C. §1629(e) (Individually Against Defendant Danielle Rundlett Burns)**

84. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.
85. *15 U.S.C. §1692(e)* states, in pertinent part:

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer.

86. Pursuant to the *FDCPA*, Plaintiff is entitled to be free from the use of false, deceptive or misleading means in Defendant Burns's attempt to collect a debt from Plaintiff.

87. *Section 28.241(2)(b), Florida Statutes*, states, in pertinent part:

b. A party shall estimate in writing the amount in controversy of the claim upon filing the action. For purposes of this subparagraph, the value of a mortgage foreclosure action is based upon the principal due on the note secured by the mortgage, plus interest owed on the note and any moneys advanced by the lender for property taxes, insurance, and other advances secured by the mortgage, at the time of filing the foreclosure.

88. Defendant Burns caused to be filed the Value of Real Property or Mortgage Foreclosure Claim Form stating that the principal due at the time of the filing of the Verified Complaint on April 22, 2019 was \$75,415.08. This amount was incorrect.

89. The Value of Real Property or Mortgage Foreclosure Claim Form was an indirect communication with Plaintiff that misstated the amount of the loan principal due to T.D. Bank, N.A. by Klein on her mortgage loan.

90. The amount stated in the Value of Real Property or Mortgage Foreclosure Claim Form is inconsistent with the amount stated in the Demand Letter or the Second Demand Letter and contains a materially significant difference in amounts.

91. As a result of Defendant Burns's conduct, Plaintiff is entitled to an award of statutory damages pursuant to *15 U.S.C. §1692k*.

92. As a result of Defendant Burns's conduct, Plaintiff is entitled to an award of costs and attorney's fees pursuant to *15 U.S.C. §1692k*.



**COUNT VII**

**VIOLATIONS OF SECTION 559.72(18), FLORIDA STATUTES**  
**(Individually Against Duane Morris and Ruth P. Clayton)**

93. Plaintiff re-alleges and incorporates Paragraphs 1 through 30.
94. On April 25, 2019 at 3:26 PM, Duane Morris and Clayton sent the Second Demand Letter, via FedEx Overnight Delivery, directly to Patricia Ann Klein, despite knowing that she was represented by counsel. The creation of time of the Federal Express label was April 25, 2019 at 1:13 PM.
95. The April 25, 2019 letter to Klein was actually delivered directly to Klein and read by Klein after Duane Morris and Clayton were made aware that Klein was represented by counsel.
96. *Section 559.72(18), Florida Statutes*, states:

**559.72 Prohibited practices generally.-**

In collecting consumer debt, no person shall:

xxx

(18) Communicate with a debtor if the person knows that the debtor is represented by an attorney with respect to such debt and has knowledge of, or can readily ascertain, such attorney's name and address, unless the debtor's attorney fails to respond within 30 days to a communication from the person, unless the debtor's attorney consents to a direct communication with the debtor, or unless the debtor initiates the communication.

97. *Section 559.77, Florida Statutes*, allows for a private right of action against any person who violates *Section 559.72, Florida Statutes*.
98. Plaintiff did not initiate a communication with either Defendant Duane Morris or Defendant Clayton.

99. Plaintiff's undersigned counsel did not give Defendant Duane Morris or Defendant Clayton consent to directly communicate with Klein.

100. As a result of Defendants Duane Morris's and Clayton's conduct, Plaintiff is entitled to an award of statutory damages pursuant to *Section 559.77, Florida Statutes*, from each of them.

101. As a result of Defendants Duane Morris's and Clayton's conduct, Plaintiff is entitled to an award of costs and attorney's fees pursuant to *Section 559.77, Florida Statutes*, from each of them.

### **RELIEF REQUESTED**

WHEREFORE, Plaintiff prays for the following relief:

- a. An Order certifying this matter as a class action and appointing Patricia A. Klein as Class Representative;
- b. An Order appointing Leo W. Desmond as Class Counsel;
- c. Statutory damages for Plaintiff and the Class pursuant to *15 U.S.C. §1692k* and *Section 559.77, Florida Statutes*;
- d. Attorney's fees, litigation expenses and costs of the instant suit; and
- e. Such other and further relief as the Court deems proper.

### **JURY DEMAND**

Plaintiff demands a trial by jury.

Dated: May 31, 2019

Respectfully submitted,

/s/ Leo W. Desmond

Leo W. Desmond, Esquire

Florida Bar No. 0041920  
DESMOND LAW FIRM, P.C.  
5070 Highway A1A, Suite D  
Vero Beach, Florida 32963  
Telephone: (772) 231-9600  
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*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 PATRICIA ANN KLEIN, on behalf of herself and all others similarly situated DEFENDANTS DUANE MORRIS LLP, RUTH P. CLAYTON, AND DANIELLE RUNDLETT BURNS

(b) County of Residence of First Listed Plaintiff (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) Desmond Law Firm, P.C. 5070 A1A, Suite D, Vero Beach, FL 32963 Tel: 772.231.9600 Attorneys (If Known)

(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)

Grid for Basis of Jurisdiction and Citizenship of Principal Parties with checkboxes for U.S. Government Plaintiff/Defendant, Federal Question, Diversity, Citizen of This/Another State, Citizen or Subject of a Foreign Country, PTF/DEF 1-6, and Incorporated/Principal Place of Business.

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

Large grid for Nature of Suit with categories: CONTRACT, REAL PROPERTY, CIVIL RIGHTS, PERSONAL INJURY, TORTS, PRISONER PETITIONS, LABOR, IMMIGRATION, FORFEITURE/PENALTY, BANKRUPTCY, SOCIAL SECURITY, FEDERAL TAX SUITS, OTHER STATUTES.

V. ORIGIN (Place an "X" in One Box Only) 1 Original Proceeding 2 Removed from State Court 3 Re-filed (See VI below) 4 Reinstated or Reopened 5 Transferred from another district (specify) 6 Multidistrict Litigation Transfer 7 Appeal to District Judge from Magistrate Judgment 8 Multidistrict Litigation - Direct File 9 Remanded from Appellate Court

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

VII. CAUSE OF ACTION Cite the U.S. Civil Statute under which you are filing and Write a Brief Statement of Cause (Do not cite jurisdictional statutes unless diversity): Fair Debt Collection Practices Act 15 U.S.C. § 1692 et seq. and Section 559.72, Florida Statutes

LENGTH OF TRIAL via 3 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 \$504,000.00 CHECK YES only if demanded in complaint: JURY DEMAND: Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE DATE May 31, 2019 SIGNATURE OF ATTORNEY OF RECORD /s/ Leo W. Desmond FL Bar 0041920

**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

PATRICIA ANN KLEIN, on behalf of herself and all others similarly situated,

Plaintiff(s)

v.

DUANE MORRIS LLP, RUTH P. CLAYTON, and DANIELLE RUNDLETT BURNS

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DUANE MORRIS LLP c/o HARVEY W. GURLAND, JR. (REGISTERED AGENT) 200 SOUTH BISCAYNE BLVD. SUITE 3400 MIAMI, FLORIDA 33131

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: LEO W. DESMOND, ESQ. DESMOND LAW FIRM, P.C. 5070 A1A, SUITE D VERO BEACH, FL 32963

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:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

PATRICIA ANN KLEIN, on behalf of herself and all others similarly situated,

Plaintiff(s)

v.

DUANE MORRIS LLP, RUTH P. CLAYTON, and DANIELLE RUNDLETT BURNS

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) RUTH P. CLAYTON 1875 NW CORPORATE BLVD. SUITE 300 BOCA RATON, FLORIDA 33431

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: LEO W. DESMOND, ESQ. DESMOND LAW FIRM, P.C. 5070 A1A, SUITE D VERO BEACH, FL 32963

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:

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida

PATRICIA ANN KLEIN, on behalf of herself and all others similarly situated,

Plaintiff(s)

v.

DUANE MORRIS LLP, RUTH P. CLAYTON, and DANIELLE RUNDLETT BURNS

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) DANIELLE RUNDLETT BURNS 1875 NW CORPORATE BLVD. SUITE 300 BOCA RATON, FLORIDA 33431

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:

LEO W. DESMOND, ESQ. DESMOND LAW FIRM, P.C. 5070 A1A, SUITE D VERO BEACH, FL 32963

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:

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR ST.  
INDIAN RIVER COUNTY, FLORIDA

CASE NO.: 312019CA000333XXXXXX

TD BANK, N. A., a national banking  
association,

Plaintiff,

vs.

PATRICIA ANN KLEIN; UNKNOWN  
SPOUSE OF PATRICIA ANN KLEIN; VERA  
CRUZ HOME OWNERS ASSOCIATION, INC.;  
TENANT #1 and UNKNOWN TENANT(S) IN  
POSSESSION, IF ANY,

Defendants.

**VALUE OF REAL PROPERTY OR MORTGAGE FORECLOSURE CLAIM**

The form below has been designed to assist with the calculation requirements of  
F.S. 28.241(1)(a)2.a., regarding mortgage foreclosure graduation filing fees, based on the  
estimated value of the claim and includes the required fees for mediation, education and additional  
defendants. (See chart below)

- 1.     \$75,415.08                   Principal Due
- 2.     \$661.14                    Interest Owed
- \$0.00                    Property Taxes
- \$0.00                    Insurance
- \$0.00                    Other advances

(The total of these three categories provides the amount for line 3.)

- 3.     \$0.00                    Total Advances Owed Including:
- 4.     \$0.00                    Value of Tax Certificates Relating to Mortgage
- 5.     \$76,076.22            **TOTAL ESTIMATED VALUE OF CLAIM**  
(Add lines 1-4 to get the total for line 5)

Submitter:    s/Danielle Rundlett Burns

Company: Duane Morris LLP

Date: April 22, 2019

	<b>GRADUATED FILING FEES BASED ON THE VALUE OF THE CLAIM</b>
\$400	Value less than or equal to \$50,000 with 5 defendants or less
\$905	Value greater than \$50,000 but less than \$250,000 with 5 defendants or less
\$1,905	Value \$250,000 or greater with 5 defendants or less
\$2.50	Additional fee for each defendant over 5

NEW YORK  
LONDON  
SINGAPORE  
PHILADELPHIA  
CHICAGO  
WASHINGTON, DC  
SAN FRANCISCO  
SILICON VALLEY  
SAN DIEGO  
SHANGHAI  
BOSTON  
HOUSTON  
LOS ANGELES  
HANOI  
HO CHI MINH CITY



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MEXICO CITY  
ALLIANCE WITH  
MIRANDA & ESTAVILLO  
SRI LANKA  
ALLIANCE WITH  
GOWERS INTERNATIONAL

April 19, 2019

VIA CERTIFIED MAIL AND US MAIL

Patricia Ann Klein  
5151 Highway A1A Apt 504  
Vero Beach, FL 32963

Re: Property Address: 5151 Highway A1A Apt 504, Vero Beach, FL 32963  
Loan Number: # [REDACTED] 4055  
Our File Number: G1211- 08818

NOTICE REQUIRED BY THE FAIR DEBT COLLECTIONS  
PRACTICES ACT, 15 U.S.C. SECTION 1692, et seq.

Dear John and Susan Marshall:

The law firm of Duane Morris LLP has been engaged to initiate a lawsuit to foreclose the mortgage on your property related to the above-referenced loan number. The Federal Fair Debt Collections Practices Act requires us to provide you the following information:

- (1) The creditor to whom the debt is owed is TD Bank, N.A. The name of the mortgage servicer for your loan is TD Bank, N.A.
- (2) The original amount of the debt was \$75,415.08. As of April 15, 2019 the amount due is \$16,686.15.
- (3) **The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.**
- (4) **If you notify us in writing within thirty (30) days of the date you receive this letter that you are disputing the debt, or any portion thereof, we will obtain and mail to you verification of the debt or a copy of the judgment against you if the debt is founded upon a judgment.**

April 19, 2019  
Page 2

- (5) **If you notify us in writing within thirty (30) days of the date you receive this letter that you want to know the name and address of the original creditor if that creditor is different than the current creditor, TD Bank, N.A., we will obtain and mail to you the name and address of the original creditor.**
- (6) **The Fair Debt Collection Practices Act does not require that we wait until thirty (30) days from the date you receive this letter before filing a lawsuit to foreclose your mortgage. In the event we do file a lawsuit to foreclose your mortgage, within thirty (30) days from the date you receive this letter, you still retain the right to dispute the debt, or any portion thereof, and you also retain the right to request the name and address of the original creditor if the original creditor is different from the current creditor, TD Bank, N.A.**
- (7) **If you notify our office in writing within thirty (30) days from the date you receive this letter that you dispute the debt, or any portion thereof, and/or you request the name and address of the original creditor, the Fair Debt Collection Practices Act requires us to suspend our efforts to foreclose the mortgage on your property, even if we have already filed a lawsuit, until we mail you the information validating the debt and/or providing you with the name of the original creditor.**
- (8) **If you have previously received a discharge in bankruptcy which discharged this debt, this correspondence is not and should not be construed to be an attempt to collect a debt, but only for enforcement of a lien against property.**

Because interest, late charges, and other fees and costs may continue to accrue on your account after the date stated in paragraph (2) above, the amount due on the day you pay may be greater than the amount stated in paragraph (2). Therefore, if you pay the amount stated in paragraph (2), an adjustment may be necessary after we receive your check, in which event we will inform you of said adjustment amount before depositing your check for collection.

If you wish to obtain reinstatement or payoff figures, please email your request to [tdinquiry@duanemorris.com](mailto:tdinquiry@duanemorris.com) or you may fax or mail your request to our office.

Included with this letter is a copy of TD Bank's Request for Assistance packet. If you would like to be considered for Loss Mitigation options, please fill out the packet and return the entire completed packet (including the first page) to the address or email contained within the packet.

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

Any questions or written requests must be addressed and mailed to:

Duane Morris

April 19, 2019  
Page 3

Duane Morris LLP  
ATTN: Maura Hutchinson  
30 South 17th Street  
Philadelphia, PA 19103-4196

Very truly yours,

DUANE MORRIS LLP

Encl.

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, YOU ARE ADVISED THAT THIS OFFICE IS DEEMED TO BE A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**





## Borrower Request For Assistance Form

- Review the following important information regarding your loan or line of credit and this submission of a request for assistance. Please contact us at **1-800-742-2651** with any questions following review.
- Please reference the cover letter to determine what options are available for your loan or line of credit product type and to identify the sections required to be completed below and/or any necessary documentation that needs to be submitted.
- Your request for assistance will be deemed complete once all requested information has been provided. By submitting this request for assistance, you are providing consent to have your credit report reviewed.
- Only complete requests will be deemed a request for credit extension, and may result in review of a credit report.
- Any request on a loan or line of credit that does not meet any of the following eligibility criteria will not be deemed a request for credit extension:
  - Has already been taken as a total loss by TD Bank
  - Has already received a modification in the last 12 months
  - Has already received 2 modifications in the last 5 years
  - Has had less than 9 monthly payments made since opening
  - Is not a loan or line of credit product eligible for assistance
- Any request on loan or line of credit, which TD services on behalf of an investor, that does not meet the eligibility criteria of the Investor, will not be deemed a request for credit extension.
- All required sections and supporting documentation must be submitted for your request to be reviewed.
- Any sources of income identified must be supported by acceptable proof of income documentation for your request to be reviewed.
- All proof of income documentation and form submissions will be good for a period of 120 days from the date of received by the Bank.
- If any request for a short sale results in payment in full of your loan it will not be deemed a request for credit extension.
- If you pay your loan or line of credit in full after submission of your request for assistance, this form will be deemed to have been withdrawn.
- If you do not submit your request via the means of delivery provided in this Borrower Request for Assistance Form it will not be deemed received by the bank until forwarded to the appropriate department, which may cause a delay in response.

<b>1</b>	A. Loan Number: _____ <i>Found on your monthly statement</i>			
	B. Loan Type: <input type="checkbox"/> Mortgage <input type="checkbox"/> Home Equity <input type="checkbox"/> Small Business Banking <input type="checkbox"/> Unsecured			
<b>2</b>	I use the property as: <input type="checkbox"/> My Primary Residence <input type="checkbox"/> A Second Home <input type="checkbox"/> An Investment or Business Property			
<b>3</b>	<b>BORROWER</b> Indicate Type: <input type="checkbox"/> Individual <input type="checkbox"/> Entity		<b>CO-BORROWER</b> Indicate Type: <input type="checkbox"/> Individual <input type="checkbox"/> Entity	
	Borrower's Name		Co-Borrower's Name	
	Social Security Number/Tax ID/EIN	Date of Birth (if applicable)	Social Security Number/Tax ID/EIN	Date of Birth (if applicable)
	Preferred Phone Number with Area Code <input type="checkbox"/> Land Line <input type="checkbox"/> Mobile		Preferred Phone Number with Area Code <input type="checkbox"/> Land Line <input type="checkbox"/> Mobile	
	Email Address		Email Address	
	Mailing Address			
	Property Address: <input type="checkbox"/> Same as Mailing Address <input type="checkbox"/> Loan not Real Estate Secured		Elected Primary Contact Method <input type="checkbox"/> Email <input type="checkbox"/> Mail <input type="checkbox"/> Preferred Phone	
<b>4</b>	Have you filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No    If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 If yes, filing Date: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No    Bankruptcy case number: _____			
<b>5</b>	Has any Borrower been an active duty service member within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No Has any Borrower been deployed away from his/her primary residence or received a Permanent Change of Station order within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No Is any Borrower the surviving spouse of a deceased service member who was on active duty at the time of death within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No			

<b>6</b>	Monthly Household Income (proof of each income type must be provided, see matrix below)	Household Expenses and Debt Payments (enter monthly amounts unless indicated otherwise)		Household Assets (associated with the property and/or borrower(s) excluding retirement funds) [optional]	
	Gross wages	\$	1st Mortgage payment TD? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$	Checking account(s) \$
	Overtime	\$	2nd Mortgage payment TD? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$	Checking account(s) \$
	Child Support/Alimony*	\$	Homeowner's insurance (Annual Amt) *If escrowed with 1st mortgage enter N/A	\$	Savings/Money Market account(s) \$
	Non-taxable social security/SSDI, pensions or any other non-taxable income source.	\$	Property taxes (Annual Amt) *If escrowed with 1st mortgage enter N/A	\$	CDs \$
	Taxable SS benefits or other monthly income from annuities or retirement plans	\$	Credit cards/Installment loan(s) (total minimum payment per month [optional])	\$	Stocks/Bonds \$
	Tips, commissions, business income and self-employed income	\$	Alimony, child support payments [optional]	\$	Other cash on hand \$
	Rents Received	\$	Car lease payments [optional]	\$	Other Real Estate (estimated value) \$
	Unemployment income	\$	HOA/Condo Fees *If taxes and insurance is included in this amount please indicate.	\$	Other \$
	Food stamps	\$	Mortgage Payments on other properties	\$	\$
	Welfare	\$	Rent [optional]	\$	\$
	Other	\$	Other		
	Total (Gross Income)	\$	Total Household Expenses/Debt payments	\$	Total Assets \$

<b>7</b>	Any other liens (mortgage liens, mechanics liens, tax liens, etc.)			
	Lien Holder's Name	Balance and Interest Rate	Loan Number	Lien Holder's Phone Number

<b>8</b>	Investment Property of Second Home (Please provide amounts below for your primary residence)
	Primary Residence Mortgage or Rent Payment:
	Primary Residence annual property tax *If escrowed enter n/a:
	Primary Residence annual Homeowners Insurance *if escrowed enter n/a
	Primary Residence annual HOA

**Required Income Documentation – (Acceptable Methods to Prove Amount)**

<b>9</b>	<b>Source of Income</b>	<b>Option 1</b>	<b>Option 2</b>	<b>Option 3</b>
	Salary/Gross Wages/Overtime	2 Most recent and consecutive paystubs	2 non-consecutive paystubs less than 30 days old	2 paystubs no more than 60 days old
	*Child Support/Alimony, Separation Maintenance	Divorce Decree OR Other Legal Agreement	2 Most Recent Bank Statements	N/A
	Non-taxable SSI/SSDI, Pension or any other non-taxable income source	Current year Award Letter	Prior Year 1099	N/A
	Taxable SSI/SSDI, Pension, Retirement or Annuities	Current Year Pension, Retirement or Annuity Statement	Prior Year 1099	
	Tips, commissions (Other Earned income)	Paystub(s)	Employment contract	Other 3rd party documentation (e.g., tip printout detail)
	Business Income/Self-Employment Income	Last 3 months Profit and Loss (Borrower Request For Assistance Form Section 9 Fillable Format Preferred)	Prior Year End profit and loss statement	2 Years of Filed Tax Returns within last 3 filing years
	Rental Income	Last 3 months Profit and Loss (Borrower Request For Assistance Form Section 9 Fillable Format Preferred)	Prior Year End Profit and Loss Statement showing Rental Income	N/A
	Unemployment/Temporary Income	Current Benefit statement	N/A	N/A
	Food Stamps	Current year benefit statement	Prior year benefit statement AND two (2) most recent bank statements	N/A
	Welfare	Current year benefit statement	Prior year benefit statement AND two (2) most recent bank statements	N/A
	Investment Income	2 most recent investment or bank statements	N/A	N/A

\*Notice: Alimony, child support or separation maintenance income need not be reveal if you do not choose to have it considered for repaying this loan.

**10** **Fillable Profit/Loss Statement for most recent 3 months. Please complete if you have business income.**  
 Indicate income source:  Business Income  Self-Employment  Investment/Rental Property Income  
 If income from a property, property address:

	Month: Year:	Month: Year:	Month: Year:
Income 1 source:			
Income 2 source:			
Income 3 source:			
Income 4 source:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
<b>Total Expense:</b>			
<b>Net Income:</b>			

**Please submit completed form together with all necessary additional documentation, as specified in Section 9, to TD Bank by attaching to email sent to: supportopslm@td.com**

If you are unable to email the completed form, you may fax it ATTN: TD Bank to **1-416-943-4313** or by mail to the following address:  
**TD Bank, NA, ATTN: Loss Mitigation Department, P.O. Box 9547, Portland, ME 04112-9547**

**Borrower/Co-Borrower Acknowledgment and Agreement**

**BY SUBMITTING THIS FORM, I/WE CERTIFY, ACKNOWLEDGE, REPRESENT AND AGREE AS FOLLOWS:**

1. All of the information in this Borrower Request for Assistance Form is truthful and accurate to the best of my knowledge as of the date of receipt and, if supplied on behalf of a business, it was done by an individual with valid authority to represent the business' interests.
2. The accuracy of my statements may be reviewed by TD Bank or an authorized third party\*.
3. I may be required to provide additional supporting documentation. I will provide all requested documents and will respond timely to all TD Bank, or authorized third party\*, communications.
4. Knowingly submitting false information may violate Federal and other applicable law.
5. If I have intentionally defaulted on my existing loan(s), engaged in fraud or misrepresented any fact(s) in connection with this request for relief or if I do not provide all required documentation, TD Bank may cancel any relief granted and may pursue, among other things, foreclosure on my property and/or pursue any available legal remedies. Any delay in doing so will not constitute a forbearance or waiver thereof.
6. TD Bank is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request and my loan may not be eligible for any assistance.
7. I may be eligible for a modification, short sale, deed in lieu, or other payment assistance. If I am eligible for one of these, I agree that:
  - a. All the terms of this Acknowledgment and this Borrower Request for Assistance Form will be included as final supporting documentation into the offered assistance program.
  - b. My first timely payment under the program will serve as acceptance of the terms set forth in the notice of the program sent by TD Bank.
  - c. Acceptance of any trial or partial payments under the program will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
8. A condemnation notice has not been issued for the property.
9. TD Bank or authorized third party\* may obtain a current credit report on all borrowers obligated on the Note, ANY SUCH INQUIRY WILL BE MADE IN A FORM NOT TO BE A CREDIT INQUIRY OR AFFECT MY CREDIT.
10. TD Bank may order an appraisal or alternative valuation to determine the property's value and I will be charged for this appraisal or alternative valuation. This fee may be paid down or in full at any time during my loan, and does not accrue interest. I have the right to promptly receive a copy of the appraisal or alternative valuation, regardless of the review outcome of my request for assistance.
11. TD Bank or authorized third party\* may collect and record personal information that I submit in this Borrower Request for Assistance Form and during the evaluation process. This personal information may include, but is not limited to: (a) my name, address, email address and telephone number, (b) my social security number, (c) my credit score, (d) my income, and (e) my payment history and information about my account balances and activity. I understand and consent to TD Bank or authorized third party\* disclosing my personal information and the terms of any relief or foreclosure alternative that I receive to the following:
  - a. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them; and
  - b. Any individual or business entity obligors who, as inducement for TD Bank making my loan(s) to us, guaranteed or otherwise secured repayment of all loan obligations for repayment.
12. I consent to being contacted concerning this request for assistance at any telephone number, including mobile telephone number, or email address I have provided to TD Bank or authorized 3rd party\*. I understand that these calls may be generated using an automatic telephone dialing system.
13. I authorize TD Bank to contact any third parties listed in my Short Sale request to facilitate review, closing and execution of necessary documents, including but not limited to Brokers, Agents, Title Companies and Attorneys.

\* An authorized third party may include, but is not limited to, other banks, government entities or financial institutions that own or guaranty repayment of my loan, their agent(s) and vendors, TD Bank authorized vendor(s), a counseling agency, Housing Finance Agency (HFA) or other similar entity(ies) assisting in the servicing or workout of my loan.

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
IN AND FOR INDIAN RIVER COUNTY, FLORIDA

TD BANK, N.A., a national banking  
association,

Case No. 31-2019-CA-000333

Plaintiff,

v.

PATRICIA ANN KLEIN; UNKNOWN SPOUSE  
OF PATRICIA ANN KLEIN; VERA CRUZ  
HOMEOWNERS ASSOCIATION, INC.;  
TENANT #1 and UNKNOWN TENANT(S) IN  
POSSESSION, IF ANY,

Defendants.

---

**NOTICE OF APPEARANCE**

Leo W. Desmond, Esquire files this Notice of Appearance on behalf of Defendant, Patricia Ann Klein, with respect to the above referenced matter.

Copies of all future court papers should be mailed to the undersigned attorney at the address listed below.

Dated: April 25, 2019.

Respectfully submitted,

*/s/ Leo W. Desmond*  
Leo W. Desmond, Esquire  
Florida Bar Number 0041920  
DESMOND LAW FIRM, P.C.  
5070 Highway A1A, Suite D  
Vero Beach, Florida 32963  
Telephone: 772.231.9600  
Facsimile: 772.231.0300  
lwd@desmondlawfirm.com  
*Attorney for Defendant*  
*Patricia Ann Klein*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing Notice of Appearance has been electronically filed with the Clerk of Court via the Florida E-Filing Portal on this 25<sup>th</sup> day of April 2019, and furnished via email to Plaintiff T.D. Bank, N.A., by and through its attorney, Danielle R. Burns, Esquire, at [drburns@duanemorris.com](mailto:drburns@duanemorris.com).

Respectfully submitted,

*/s/ Leo W. Desmond*

Leo W. Desmond, Esquire  
Florida Bar Number 0041920  
DESMOND LAW FIRM, P.C.  
5070 Highway A1A, Suite D  
Vero Beach, Florida 32963  
Telephone: 772.231.9600  
Facsimile: 772.231.0300  
*Attorney for Defendant*  
*Patricia Ann Klein*

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT  
IN AND FOR INDIAN RIVER COUNTY, FLORIDA

TD BANK, N.A., a national banking  
association,

Case No. 31-2019-CA-000333

Plaintiff,

v.

PATRICIA ANN KLEIN; UNKNOWN SPOUSE  
OF PATRICIA ANN KLEIN; VERA CRUZ  
HOMEOWNERS ASSOCIATION, INC.;  
TENANT #1 and UNKNOWN TENANT(S) IN  
POSSESSION, IF ANY,

Defendants.

---

**NOTICE OF DISPUTE**  
**PURSUANT TO 15 U.S.C. SECTION 1692, ET SEQ.**

PLEASE TAKE NOTICE that Defendant, Patricia Ann Klein, disputes the amount of debt sought in the Complaint and in a letter dated April 19, 2019 from Plaintiff's Counsel, and demands detailed verification.

Dated: April 25, 2019.

Respectfully submitted,

/s/ Leo W. Desmond

Leo W. Desmond, Esquire  
Florida Bar Number 0041920  
DESMOND LAW FIRM, P.C.  
5070 Highway A1A, Suite D  
Vero Beach, Florida 32963  
Telephone: 772.231.9600  
Facsimile: 772.231.0300  
lwd@desmondlawfirm.com  
*Attorney for Defendant*  
*Patricia Ann Klein*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that the foregoing Notice of Dispute has been electronically filed with the Clerk of Court via the Florida E-Filing Portal on this 25<sup>th</sup> day of April 2019, and furnished via email to Plaintiff T.D. Bank, N.A., by and through its attorney, Danielle R. Burns, Esquire, at [drburns@duanemorris.com](mailto:drburns@duanemorris.com).

Respectfully submitted,

/s/ Leo W. Desmond

Leo W. Desmond, Esquire  
Florida Bar Number 0041920  
DESMOND LAW FIRM, P.C.  
5070 Highway A1A, Suite D  
Vero Beach, Florida 32963  
Telephone: 772.231.9600  
Facsimile: 772.231.0300  
*Attorney for Defendant*  
*Patricia Ann Klein*





We <sup>Re</sup> Deliver for You!



Download Informed Delivery® APP to manage your redeliveries.

**Sorry we missed you while you were out.**

Date: 4/22/19

The item was sent by: ROTH CLAYTON

It was sent to: P KLEIN

At this address: 5151 HWY AA 504

**About the missed delivery:**

It was a:

Package  Letter  Large envelope

Available for pickup after:

Date: 4/23/19

This is the:

First attempt  Final notice

We'll hold on to it until: \_\_\_\_\_



For redelivery, scan the QR code or go to [usps.com/redelivery](https://usps.com/redelivery) and enter the barcode number shown below.

**5293 0589 2366 5601**

**We have item/s for you which we could not deliver because:**

It requires a payment of \$\_\_\_\_\_ for:

Postage due  Customs

Receptacle full/item oversized

No secure location available

No authorized recipient available

Signature required (Adult Signature items-must be 21+ years old)

Other: PU AT OFFICE

**Please see reverse for redelivery or pickup options.**

Choose one option for redelivery or pickup.

- 1. Go online to *USPS.com/redelivery*
- 2. Let your carrier know when and where you'd like them to leave the item, then leave this form in your mailbox.  
(Sorry, not an option for Restricted Delivery or Adult Signature items)

Please redeliver on this date: \_\_\_\_\_ and leave at (check one):

Front door    Back door    Porch    Garage

Other: \_\_\_\_\_

3. Go to your local Post Office™, located at:

**APOLLO CARRIER ANNEX  
680 N. APOLLO BLVD.  
MELBOURNE, FL 32935  
M-F: 900-1600/ SAT: 1000-1300**

*ISSI USI  
VERO BIACT R*

4. Sign up to manage your redeliveries at *Informedelivery.com*

5. Send someone to serve as your representative to pick it up for you at your local Post Office. Sign below and provide the name of the person you want to pickup the item.

Addressee signature: \_\_\_\_\_

Name of representative: \_\_\_\_\_

6. Call us at 800-ASK-USPS (800-275-8777).

**Delivery Section**

Signature

X

Printed Name

Delivery Address

**USPS**



**5293 0589 2366 5601**

**We <sup>Re</sup> Deliver for You!**

PS Form 3849, April 2018 (Reverse)



**sent@desmondlawfirm.com**

---

**From:** Leo W. Desmond <lwd@desmondlawfirm.com>  
**Sent:** Thursday, April 25, 2019 10:08 AM  
**To:** rpclayton@duanemorris.com  
**Cc:** Sent  
**Subject:** Patricia Klein Your File G1211-08818 Case Number 312019CA000333XXXXX

Ms. Clayton:

I represent Ms. Patricia Klein regarding the TD Bank, N.A. matter filed in Indian River County Circuit Court.

I have read the letter from your law office dated April 19, 2019.

On behalf of my client, I am disputing the amount of the debt and require your firm to verify the amount of the debt.

I am also concerned that the letter was addressed to a John and Susan Marshall and not Ms. Klein, please explain.

Leo Desmond



**DESMOND LAW FIRM**  
PROFESSIONAL CORPORATION

**Leo W. Desmond, Esq.**

**Direct Line: Vero Beach 772.231.9600 » West Palm Beach 561.712.8000**

**Email: [LWD@DesmondLawFirm.com](mailto:LWD@DesmondLawFirm.com)**

**Address: 5070 Highway A1A » Suite D » Vero Beach » Florida 32963  
319 Clematis Street » Suite 710 » West Palm Beach » Florida 33401**

**Leo W. Desmond**

---

**From:** Clayton, Ruth P. <RPClayton@duanemorris.com>  
**Sent:** Thursday, April 25, 2019 3:26 PM  
**To:** 'Leo W. Desmond'  
**Cc:** Sent  
**Subject:** RE: Patricia Klein Your File G1211-08818 Case Number 312019CA000333XXXXX  
**Attachments:** TD Bank v. Klein- G1211-08818- FDCPA Letter and Federal Express Tracking Info-4\_25\_2019.PDF

Hello Leo,

Please see revised FDCPA letter and FedEx tracking information. We will respond to the debt verification request shortly.

Let me know if you have any questions in the interim.

Thanks,

**Ruth P. Clayton**  
Associate

**Duane Morris LLP**  
1875 NW Corporate Blvd., Suite 300  
Boca Raton, FL 33431-8561  
P: 561.962.2122

[rpclayton@duanemorris.com](mailto:rpclayton@duanemorris.com)  
[www.duanemorris.com](http://www.duanemorris.com)

This communication is from a debt collector attempting to collect a debt; any information obtained will be used for that purpose. However, if the debt is in active bankruptcy or has been discharged through bankruptcy, this communication is not intended as and does not constitute an attempt to collect a debt.

---

**From:** Leo W. Desmond <lwd@desmondlawfirm.com>  
**Sent:** Thursday, April 25, 2019 10:08 AM  
**To:** Clayton, Ruth P. <RPClayton@duanemorris.com>  
**Cc:** Sent <sent@DesmondLawFirm.com>  
**Subject:** Patricia Klein Your File G1211-08818 Case Number 312019CA000333XXXXX

Ms. Clayton:

I represent Ms. Patricia Klein regarding the TD Bank, N.A. matter filed in Indian River County Circuit Court.

I have read the letter from your law office dated April 19, 2019.

On behalf of my client, I am disputing the amount of the debt and require your firm to verify the amount of the debt.

I am also concerned that the letter was addressed to a John and Susan Marshall and not Ms. Klein, please explain.

Leo Desmond



**DESMOND LAW FIRM**  
**PROFESSIONAL CORPORATION**

**Leo W. Desmond, Esq.**

**Direct Line: Vero Beach 772.231.9600 » West Palm Beach 561.712.8000**

**Email: [LWD@DesmondLawFirm.com](mailto:LWD@DesmondLawFirm.com)**

**Address: 5070 Highway A1A » Suite D » Vero Beach » Florida 32963  
319 Clematis Street » Suite 710 » West Palm Beach » Florida 33401**

For more information about Duane Morris, please visit <http://www.DuaneMorris.com>

Confidentiality Notice: This electronic mail transmission is privileged and confidential and is intended only for the review of the party to whom it is addressed. If you have received this transmission in error, please immediately return it to the sender. Unintended transmission shall not constitute waiver of the attorney-client or any other privilege.



*package id*  
0643321  
*ship date*  
Thu, Apr 25 2019  
*to*  
Patricia Ann Klein  
5151 HIGHWAY A1A APT  
504  
VERO BEACH, FL 32963-  
1144  
United States  
561-961-2100  
*residential address*  
Yes  
*return label*  
No  
*notification type*  
Delivery  
*notification recipients*  
mlchapski@duanemorri...

*from*  
Ruth Clayton (10375)  
Duane Morris LLP  
1875 NW Corporate  
Boulevard  
Suite 300  
Boca Raton, FL 33431-  
8561  
US  
+1 561 962 2122  
*billing*  
TD BANK FIXED  
CONSUM...TTERS-  
KLEIN, PATRICIA ANN  
(G1211-08818)  
*operator*  
Monique Chapski  
+1 561 962 2100  
mlchapski@duanemorris.co  
m  
*create time*  
04/25/19, 1:13PM

*vendor*  
FedEx  
*tracking number*  
786866963801  
*service*  
FedEx Priority Overnight®  
*packaging*  
FedEx® Envelope  
*courtesy quote*  
17.60

*Quote may not reflect all  
accessorial charges*

NEW YORK  
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AGGREGATE REPRESENTATIVE OFFICE  
OF DUANE MORRIS  
MEXICO CITY  
ALLIANCE WITH  
MIRANDA & ESTAVILLO  
SRI LANKA  
ALLIANCE WITH  
GOWERS INTERNATIONAL

April 25, 2019

VIA FEDEX

Patricia Ann Klein  
5151 Highway A1A Apt 504  
Vero Beach, FL 32963

Re: Property Address: 5151 Highway A1A Apt 504, Vero Beach, FL 32963  
Loan Number: # [REDACTED] 4055  
Our File Number: G1211- 08818

NOTICE REQUIRED BY THE FAIR DEBT COLLECTIONS  
PRACTICES ACT, 15 U.S.C. SECTION 1692, et seq.

Dear Patricia Ann Klein:

The law firm of Duane Morris LLP has been engaged to initiate a lawsuit to foreclose the mortgage on your property related to the above-referenced loan number. The Federal Fair Debt Collections Practices Act requires us to provide you the following information:

- (1) The creditor to whom the debt is owed is TD Bank, N.A. The name of the mortgage servicer for your loan is TD Bank, N.A.
- (2) The original amount of the debt was \$75,415.08. As of April 15, 2019 the amount due is \$16,686.15.
- (3) **The Fair Debt Collection Practices Act entitles you to dispute the debt, or any portion thereof, within thirty (30) days of your receipt of this letter. If you do not dispute the debt within that period, the debt will be assumed to be valid.**
- (4) **If you notify us in writing within thirty (30) days of the date you receive this letter that you are disputing the debt, or any portion thereof, we will obtain and mail to you verification of the debt or a copy of the judgment against you if the debt is founded upon a judgment.**

DUANE MORRIS LLP

1875 NW CORPORATE BLVD, SUITE 300 BOCA RATON, FL 33431-8561  
DMI09546345.1

PHONE: +1 215-979-1000 FAX: +1 215-979-1020

April 25, 2019

Page 2

- (5) **If you notify us in writing within thirty (30) days of the date you receive this letter that you want to know the name and address of the original creditor if that creditor is different than the current creditor, TD Bank, N.A., we will obtain and mail to you the name and address of the original creditor.**
- (6) **The Fair Debt Collection Practices Act does not require that we wait until thirty (30) days from the date you receive this letter before filing a lawsuit to foreclose your mortgage. In the event we do file a lawsuit to foreclose your mortgage, within thirty (30) days from the date you receive this letter, you still retain the right to dispute the debt, or any portion thereof, and you also retain the right to request the name and address of the original creditor if the original creditor is different from the current creditor, TD Bank, N.A.**
- (7) **If you notify our office in writing within thirty (30) days from the date you receive this letter that you dispute the debt, or any portion thereof, and/or you request the name and address of the original creditor, the Fair Debt Collection Practices Act requires us to suspend our efforts to foreclose the mortgage on your property, even if we have already filed a lawsuit, until we mail you the information validating the debt and/or providing you with the name of the original creditor.**
- (8) **If you have previously received a discharge in bankruptcy which discharged this debt, this correspondence is not and should not be construed to be an attempt to collect a debt, but only for enforcement of a lien against property.**

Because interest, late charges, and other fees and costs may continue to accrue on your account after the date stated in paragraph (2) above, the amount due on the day you pay may be greater than the amount stated in paragraph (2). Therefore, if you pay the amount stated in paragraph (2), an adjustment may be necessary after we receive your check, in which event we will inform you of said adjustment amount before depositing your check for collection.

If you wish to obtain reinstatement or payoff figures, please email your request to [tdinquiry@duanemorris.com](mailto:tdinquiry@duanemorris.com) or you may fax or mail your request to our office.

Included with this letter is a copy of TD Bank's Request for Assistance packet. If you would like to be considered for Loss Mitigation options, please fill out the packet and return the entire completed packet (including the first page) to the address or email contained within the packet.

At this time, no attorney with this firm has personally reviewed the particular circumstances of your account.

Any questions or written requests must be addressed and mailed to:

DUANE MORRIS LLP

30 SOUTH 17<sup>TH</sup> STREET, PHILADELPHIA, PA 19103-4196  
DM119546345.1

PHONE: +1.215.979.1000 FAX: +1.215.979.1020



Duane Morris

April 25, 2019

Page 3

Duane Morris LLP  
ATTN: Maura Hutchinson  
30 South 17th Street  
Philadelphia, PA 19103-4196

Very truly yours,

DUANE MORRIS LLP

Encl.

**PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, YOU ARE ADVISED THAT THIS OFFICE IS DEEMED TO BE A DEBT COLLECTOR. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**



## Borrower Request For Assistance Form

- Review the following important information regarding your loan or line of credit and this submission of a request for assistance. Please contact us at **1-800-742-2651** with any questions following review.
- Please reference the cover letter to determine what options are available for your loan or line of credit product type and to identify the sections required to be completed below and/or any necessary documentation that needs to be submitted.
- Your request for assistance will be deemed complete once all requested information has been provided. By submitting this request for assistance, you are providing consent to have your credit report reviewed.
- Only complete requests will be deemed a request for credit extension, and may result in review of a credit report.
- Any request on a loan or line of credit that does not meet any of the following eligibility criteria will not be deemed a request for credit extension:
  - Has already been taken as a total loss by TD Bank
  - Has already received a modification in the last 12 months
  - Has already received 2 modifications in the last 5 years
  - Has had less than 9 monthly payments made since opening
  - Is not a loan or line of credit product eligible for assistance
- Any request on loan or line of credit, which TD services on behalf of an investor, that does not meet the eligibility criteria of the Investor, will not be deemed a request for credit extension.
- All required sections and supporting documentation must be submitted for your request to be reviewed.
- Any sources of income identified must be supported by acceptable proof of income documentation for your request to be reviewed.
- All proof of income documentation and form submissions will be good for a period of 120 days from the date of received by the Bank.
- If any request for a short sale results in payment in full of your loan it will not be deemed a request for credit extension.
- If you pay your loan or line of credit in full after submission of your request for assistance, this form will be deemed to have been withdrawn.
- If you do not submit your request via the means of delivery provided in this Borrower Request for Assistance Form it will not be deemed received by the bank until forwarded to the appropriate department, which may cause a delay in response.

1	A. Loan Number: _____ <i>Found on your monthly statement</i>			
	B. Loan Type: <input type="checkbox"/> Mortgage <input type="checkbox"/> Home Equity <input type="checkbox"/> Small Business Banking <input type="checkbox"/> Unsecured			
2	I use the property as: <input type="checkbox"/> My Primary Residence <input type="checkbox"/> A Second Home <input type="checkbox"/> An Investment or Business Property			
3	<b>BORROWER</b> Indicate Type: <input type="checkbox"/> Individual <input type="checkbox"/> Entity		<b>CO-BORROWER</b> Indicate Type: <input type="checkbox"/> Individual <input type="checkbox"/> Entity	
	Borrower's Name		Co-Borrower's Name	
	Social Security Number/Tax ID/EIN	Date of Birth (if applicable)	Social Security Number/Tax ID/EIN	Date of Birth (if applicable)
	Preferred Phone Number with Area Code <input type="checkbox"/> Land Line <input type="checkbox"/> Mobile		Preferred Phone Number with Area Code <input type="checkbox"/> Land Line <input type="checkbox"/> Mobile	
	Email Address		Email Address	
	Mailing Address			
	Property Address: <input type="checkbox"/> Same as Mailing Address <input type="checkbox"/> Loan not Real Estate Secured		Elected Primary Contact Method <input type="checkbox"/> Email <input type="checkbox"/> Mail <input type="checkbox"/> Preferred Phone	
4	Have you filed for bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes: <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 If yes, filing Date: _____ Has your bankruptcy been discharged? <input type="checkbox"/> Yes <input type="checkbox"/> No Bankruptcy case number: _____			
5	Has any Borrower been an active duty service member within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No Has any Borrower been deployed away from his/her primary residence or received a Permanent Change of Station order within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No Is any Borrower the surviving spouse of a deceased service member who was on active duty at the time of death within the last 12 months? <input type="checkbox"/> Yes <input type="checkbox"/> No			

6	Monthly Household Income (proof of each income type must be provided, see matrix below)		Household Expenses and Debt Payments (enter monthly amounts unless indicated otherwise)		Household Assets (associated with the property and/or borrower(s) excluding retirement funds) [optional]		
	Gross wages	\$	1st Mortgage payment	TD? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	Checking account(s)	\$
	Overtime	\$	2nd Mortgage payment	TD? <input type="checkbox"/> Yes <input type="checkbox"/> No	\$	Checking account(s)	\$
	Child Support/Alimony*	\$	Homeowner's insurance (Annual Amt) *If escrowed with 1st mortgage enter N/A		\$	Savings/Money Market account(s)	\$
	Non-taxable social security/SSDI, pensions or any other non-taxable income source:	\$	Property taxes (Annual Amt) *If escrowed with 1st mortgage enter N/A		\$	CDs	\$
	Taxable SS benefits or other monthly income from annuities or retirement plans	\$	Credit cards/Installment loan(s) (total minimum payment per month [optional])		\$	Stocks/Bonds	\$
	Tips, commissions, business income and self-employed income	\$	Alimony, child support payments [optional]		\$	Other cash on hand	\$
	Rents Received	\$	Car lease payments [optional]		\$	Other Real Estate (estimated value)	\$
	Unemployment income	\$	HOA/Condo Fees *if taxes and insurance is included in this amount please indicate.		\$	Other	\$
	Food stamps	\$	Mortgage Payments on other properties		\$		\$
	Welfare	\$	Rent [optional]		\$		\$
	Other	\$	Other				
	Total (Gross Income)	\$	Total Household Expenses/Debt payments		\$	Total Assets	\$

7	Any other liens (mortgage liens, mechanics liens, tax liens, etc.)			
	Lien Holder's Name	Balance and Interest Rate	Loan Number	Lien Holder's Phone Number

8	Investment Property of Second Home (Please provide amounts below for your primary residence)
	Primary Residence Mortgage or Rent Payment:
	Primary Residence annual property tax *If escrowed enter n/a:
	Primary Residence annual Homeowners Insurance *if escrowed enter n/a
Primary Residence annual HOA	

**Required Income Documentation – (Acceptable Methods to Prove Amount)**

9	Source of Income	Option 1	Option 2	Option 3
	Salary/Gross Wages/Overtime	2 Most recent and consecutive paystubs	2 non-consecutive paystubs less than 30 days old	2 paystubs no more than 60 days old
	*Child Support/Alimony, Separation Maintenance	Divorce Decree OR Other Legal Agreement	2 Most Recent Bank Statements	N/A
	Non-taxable SSI/SSDI, Pension or any other non-taxable income source	Current year Award Letter	Prior Year 1099	N/A
	Taxable SSI/SSDI, Pension, Retirement or Annuities	Current Year Pension, Retirement or Annuity Statement	Prior Year 1099	
	Tips, commissions (Other Earned Income)	Paystub(s)	Employment contract	Other 3rd party documentation (e.g., tip printout detail)
	Business Income/Self-Employment Income	Last 3 months Profit and Loss (Borrower Request For Assistance Form Section 9 Fillable Format Preferred)	Prior Year End profit and loss statement	2 Years of Filed Tax Returns within last 3 filing years.
	Rental Income	Last 3 months Profit and Loss (Borrower Request For Assistance Form Section 9 Fillable Format Preferred)	Prior Year End Profit and Loss Statement showing Rental Income	N/A
	Unemployment/Temporary Income	Current Benefit statement	N/A	N/A
	Food Stamps	Current year benefit statement	Prior year benefit statement AND two (2) most recent bank statements	N/A
	Welfare	Current year benefit statement	Prior year benefit statement AND two (2) most recent bank statements	N/A
Investment Income	2 most recent investment or bank statements	N/A	N/A	

\*Notice: Alimony, child support or separation maintenance income need not be reveal if you do not choose to have it considered for repaying this loan.

10 **Fillable Profit/Loss Statement for most recent 3 months. Please complete if you have business income.**

Indicate income source:  Business Income  Self-Employment  Investment/Rental Property Income

If income from a property, property address:

	Month: Year:	Month: Year:	Month: Year:
Income 1 source:			
Income 2 source:			
Income 3 source:			
Income 4 source:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
Expense:			
<b>Total Expense:</b>			
<b>Net Income:</b>			

Please submit completed form together with all necessary additional documentation, as specified in Section 9, to TD Bank by attaching to email sent to: supportops1m@td.com

If you are unable to email the completed form, you may fax it ATTN: TD Bank to 1-416-943-4313 or by mail to the following address: TD Bank, NA, ATTN: Loss Mitigation Department, P.O. Box 9547, Portland, ME 04112-9547

**Borrower/Co-Borrower Acknowledgment and Agreement**

**BY SUBMITTING THIS FORM, I/WE CERTIFY, ACKNOWLEDGE, REPRESENT AND AGREE AS FOLLOWS:**

1. All of the information in this Borrower Request for Assistance Form is truthful and accurate to the best of my knowledge as of the date of receipt and, if supplied on behalf of a business, it was done by an individual with valid authority to represent the business' interests.
2. The accuracy of my statements may be reviewed by TD Bank or an authorized third party\*.
3. I may be required to provide additional supporting documentation. I will provide all requested documents and will respond timely to all TD Bank, or authorized third party\*, communications.
4. Knowingly submitting false information may violate Federal and other applicable law.
5. If I have intentionally defaulted on my existing loan(s), engaged in fraud or misrepresented any fact(s) in connection with this request for relief or if I do not provide all required documentation, TD Bank may cancel any relief granted and may pursue, among other things, foreclosure on my property and/or pursue any available legal remedies. Any delay in doing so will not constitute a forbearance or waiver thereof.
6. TD Bank is not obligated to offer me assistance based solely on the representations in this document or other documentation submitted in connection with my request and my loan may not be eligible for any assistance.
7. I may be eligible for a modification, short sale, deed in lieu, or other payment assistance. If I am eligible for one of these, I agree that:
  - a. All the terms of this Acknowledgment and this Borrower Request for Assistance Form will be included as final supporting documentation into the offered assistance program.
  - b. My first timely payment under the program will serve as acceptance of the terms set forth in the notice of the program sent by TD Bank.
  - c. Acceptance of any trial or partial payments under the program will not be a waiver of any acceleration of my loan or foreclosure action that has occurred and will not cure my default unless such payments are sufficient to completely cure my entire default under my loan.
8. A condemnation notice has not been issued for the property.
9. TD Bank or authorized third party\* may obtain a current credit report on all borrowers obligated on the Note, ANY SUCH INQUIRY WILL BE MADE IN A FORM NOT TO BE A CREDIT INQUIRY OR AFFECT MY CREDIT.
10. TD Bank may order an appraisal or alternative valuation to determine the property's value and I will be charged for this appraisal or alternative valuation. This fee may be paid down or in full at any time during my loan, and does not accrue interest. I have the right to promptly receive a copy of the appraisal or alternative valuation, regardless of the review outcome of my request for assistance.
11. TD Bank or authorized third party\* may collect and record personal information that I submit in this Borrower Request for Assistance Form and during the evaluation process. This personal information may include, but is not limited to: (a) my name, address, email address and telephone number, (b) my social security number, (c) my credit score, (d) my income, and (e) my payment history and information about my account balances and activity. I understand and consent to TD Bank or authorized third party\* disclosing my personal information and the terms of any relief or foreclosure alternative that I receive to the following:
  - a. Any investor, insurer, guarantor, or servicer that owns, insures, guarantees, or services my first lien or subordinate lien (if applicable) mortgage loan(s) or any companies that perform support services to them; and
  - b. Any individual or business entity obligors who, as inducement for TD Bank making my loan(s) to us, guaranteed or otherwise secured repayment of all loan obligations for repayment.
12. I consent to being contacted concerning this request for assistance at any telephone number, including mobile telephone number, or email address I have provided to TD Bank or authorized 3rd party\*. I understand that these calls may be generated using an automatic telephone dialing system.
13. I authorize TD Bank to contact any third parties listed in my Short Sale request to facilitate review, closing and execution of necessary documents, including but not limited to Brokers, Agents, Title Companies and Attorneys.

\*An authorized third party may include, but is not limited to, other banks, government entities or financial institutions that own or guaranty repayment of my loan, their agent(s) and vendors, TD Bank authorized vendor(s), a counseling agency, Housing Finance Agency (HFA) or other similar entity(ies) assisting in the servicing or workout of my loan.

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR ST.  
INDIAN RIVER COUNTY, FLORIDA

CASE NO.: 312019CA000333XXXXXX

TD BANK, N. A., a national banking  
association,

Plaintiff,

vs.

PATRICIA ANN KLEIN; UNKNOWN  
SPOUSE OF PATRICIA ANN KLEIN; VERA  
CRUZ HOME OWNERS ASSOCIATION,  
INC.; TENANT #1 and UNKNOWN  
TENANT(S) IN POSSESSION, IF ANY,

Defendants.

---

**VERIFIED COMPLAINT**

Plaintiff, TD BANK, NATIONAL ASSOCIATION, a national banking association, organized and existing under the laws of the United States of America ("**TD Bank**"), hereby sues PATRICIA ANN KLEIN; UNKNOWN SPOUSE OF PATRICIA ANN KLEIN; VERA CRUZ HOME OWNERS ASSOCIATION, INC.; TENANT #1 and UNKNOWN TENANT(S) IN POSSESSION, IF ANY, (hereinafter collectively referred to as "**Defendants**") and alleges as follows:

1. This is an action to foreclose a mortgage on real property located in Indian River County, Florida to enforce the terms of a Promissory Note against Defendant, Patricia Ann Klein ("**Mortgagor**").

2. The property sought to be foreclosed on (hereinafter, the "**Property**") is commonly known as 5151 HIGHWAY A1A, UNIT 504, VERO BEACH, FL 32963 and is more fully described as follows:

CONDOMINIUM APARTMENT NO. 504 OF VERA CRUZ, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORD BOOK 451, PAGE 738, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA, AS AMENDED IN OFFICIAL RECORD BOOK 459, PAGE 951, OF THE PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA.

**PARTIES**

3. TD Bank, is a national banking association, organized and existing under the laws of the United States of America, with an address of 2035 Limestone Road, Wilmington, Delaware 19808.

4. The Mortgagor is the owner of the Property.

5. Defendant Unknown Spouse of Patricia Ann Klein, if any, might have some claim or demand to the subject real property by virtue of any rights acquired through marriage to the mortgagor; but any said interest are junior, inferior, and subordinate to the interest of TD Bank.

6. Defendant Vera Cruz Home Owners Association, Inc., might have some claim or demand to the subject real property by virtue of any rights acquired through the Declaration of Condominium recorded in the Official Record Book 451, Page 738, of the Public Records of Indian County, Florida, as amended in the Official Records Book 459, Page 951, of the Public Records of Indian River County, Florida; but any said interest is junior, inferior, and subordinate to the interest of TD Bank.

7. Defendants Tenant #1 and Unknown Tenant(s) in Possession, if any, are named herein because they may have some claim or demand some interest in the subject property, however said interests are junior, inferior, and subordinate to the interest of TD Bank.

**JURISDICTION AND VENUE**

8. The amount in controversy exceeds the sum of \$15,000.00, exclusive of interest, attorney's fees and costs.

9. Venue is proper in Indian River County because the Property (as defined above) subject to this foreclosure action is located in Indian River County.

**COUNT I.**  
**MORTGAGE FORECLOSURE**

10. TD Bank re-alleges and restates paragraphs 1 through 9 above as if they were fully set forth herein.

11. On February 23, 2005, Mortgagor entered into a loan transaction, by which, Riverside National Bank of Florida lent to the Mortgagor the sum of \$75,415.08.

12. The loan was evidenced by a Promissory Note (the "**Note**") signed by Mortgagor. A true and correct copy of the Note is attached hereto as **Exhibit A.**

13. To secure payment of the Note and Mortgage, Mortgagor executed and delivered to Riverside National Bank a Mortgage (the "**Mortgage**") on the Property. The Mortgage was recorded on April 22, 2005 in the Official Records Book 1863, Page 1062 of the Public Records of Indian River County, Florida. A true and correct copy of the Mortgage is attached hereto as **Exhibit B.**

14. By Order dated April 16, 2010 the Office of the Comptroller of the Currency, seized the assets of Riverside National Bank and appointed the Federal Deposit Insurance Corporation ("**FDIC**") as Receiver. A true and correct copy of the receivership order is attached as **Exhibit C.**

15. On November 24, 2010 TD Bank, attorney-in-fact for the FDIC, as Receiver for Riverside National Bank, assigned the Mortgage to TD Bank (the "**Assignment**"). The Assignment was recorded on December 14, 2010 in Official Records Book 2464, Page 1142 of the Public Records of Indian River County, Florida. A true and correct copy of the Assignment is attached hereto as **Exhibit D.**



16. The Assignment is signed by Robin Watson pursuant to the Limited Power of Attorney issued by the FDIC as Receiver, said Limited Power of Attorney having been recorded in Official Records Book 15232, Page 1884 of the Public Records of Duval County, Florida. A true and correct copy of the Limited Power of Attorney is attached hereto as Exhibit E.

17. On February 2, 2012, the FDIC, as Receiver for Riverside National Bank, assigned security instruments and other documents to TD Bank. The Assignment of Security Instruments and Other Documents was recorded on February 13, 2012, in Official Records Book 2554, Page 1970 of the Public Records of Indian River County, Florida. A true and correct copy of the Assignment of Security Instruments and Other Documents is attached hereto as Exhibit F.

18. The Assignment of Security Instruments and Other Documents is signed by Marsha Kilgore, pursuant to the Limited Power of Attorney issued by the FDIC as Receiver, said Limited Power of Attorney having been recorded in Official Records Book 2501, Page 1591 of the Public Records of Indian River County, Florida. A true and correct copy of the Limited Power of Attorney is attached hereto as Exhibit G.

19. TD Bank at all material times was, and is, the owner and holder of the Note and the Mortgage.

20. Pursuant to the terms of the Note and Mortgage, Mortgagor agreed that “. . . all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument. *See* Mortgage at ¶ 5.

21. Mortgagor defaulted under the Note and Mortgage by failing to make payment due February 5, 2018, and all required subsequent payments thereafter. As of April 15, 2019, Mortgagor is indebted to TD Bank in the principal amount of \$14,132.03 plus interest and other fees in accordance with the terms of the Note and Mortgage, together with all other sums due

under the Note and Mortgage, as well as any expenses incurred in searching title and including necessary parties to this action, any applicable late charges, advances, attorneys' fees and any other sums as may be advanced by TD Bank during the term of the loan and the pendency of this action to protect the security of the Property, together with interest thereon as provided by the Mortgage.

22. The indebtedness is now due and owing and has not been paid.

23. By letters dated September 11, 2017 sent by regular and certified mail to the Mortgagor at the Property address, TD Bank notified Mortgagor of the default (the "**Demand Letter**"). Copies of the Demand Letter is attached hereto as **Exhibit H**. The Demand Letter advised Mortgagor that "[t]o cure this default, you must pay **\$2,563.62 within 35 days** of receiving this notice (or if you decline delivery, of the U.S. Postal Service's last attempt to deliver it)" and that "[i]f this matter is not resolved within the stated timeframe, we will **accelerate your loan by declaring that the full amount of the loan, with all legally allowable costs, is immediately due and payable.**" (emphasis in the original).

24. All conditions precedent to the duty of the Mortgagor's obligation to pay the aforementioned sums of money to TD Bank and to the bringing of this action have occurred, been waived, or excused.

25. TD Bank has found it necessary to retain the services of the undersigned attorneys, in connection with this action, and has agreed to pay them a reasonable fee for their services.

26. Mortgagor is the owner of the Property.

27. Defendant Unknown Spouse of Patricia Ann Klein, if any, might have some claim or demand to the subject real property by virtue of any rights acquired through marriage to the mortgagor; but any said interest are junior, inferior, and subordinate to the interest of TD Bank.

28. Defendant Vera Cruz Home Owners Association, Inc., might have some claim or demand to the subject real property by virtue of any rights acquired through the Declaration of Condominium recorded in the Official Record Book 451, Page 738, of the Public Records of Indian County, Florida, as amended in the Official Records Book 459, Page 951, of the Public Records of Indian River County, Florida; but any said interest is junior, inferior, and subordinate to the interest of TD Bank.

29. Defendants Tenant #1 and Unknown Tenant(s) in Possession, if any, are named herein because they may have some claim or demand some interest in the subject property, however said interests are junior, inferior, and subordinate to the interest of TD Bank.

**WHEREFORE**, TD Bank prays that this Court:

(a) Adjudicate that TD Bank has a lien on the Property for the amount adjudged to be due that is superior to the rights of Defendants and all persons claiming by, through or under them.

(b) Decree that the Property be sold at public sale, as provided by law, and there be paid out of the proceeds of sale, the costs and expenses set forth in Paragraph (a) above, and that the remainder of the proceeds be applied to principal, interest and all other sums due to TD Bank.

(c) Enter judgment foreclosing the Mortgage and further decree that upon sale being made, Defendants and all persons claiming by, through or under them since the filing of the lis pendens herein, be forever barred and foreclosed of any right, title, interest and lien in, to

or upon the Property, that all parties in possession thereof surrender and forthwith deliver the property and premises to the purchaser or purchasers at the sale.

(d) Award such further relief as this Court deems just and proper, including but not limited to any deficiency judgment that TD Bank may be entitled to.

**COUNT II.**  
**SUIT ON PROMISSORY NOTE AGAINST PATRICIA ANN KLEIN**

30. TD Bank re-alleges and restates paragraphs 1 through 9 above as if they were fully set forth herein.

31. On February 23, 2005, Mortgagor executed and delivered a Note in the amount of \$75,415.08 in favor of Riverside National Bank of Florida *See* **Exhibit A.**

32. Mortgagor defaulted under the Note and Mortgage by failing to make payment due February 5, 2018, and all required subsequent payments thereafter.

33. As of April 15, 2019, Mortgagor is indebted to TD Bank in the principal amount of \$14,132.03 plus interest and fees, together with all other sums due under the Note. The indebtedness is now due and owing and has not been paid.

34. By letters dated September 11, 2017 sent by regular and certified mail to the Mortgagor at the Property address, TD Bank notified Mortgagor of the default (the “**Demand Letter**”). A copy of the Demand Letter is attached hereto as **Exhibit H.** The Demand Letter advised Mortgagor that “[t]o cure this default, you must pay **\$2,563.62 within 35 days** of receiving this notice (or if you decline delivery, of the U.S. Postal Service’s last attempt to deliver it)” and that “[i]f this matter is not resolved within the stated timeframe, we will **accelerate your loan by declaring that the full amount of the loan, with all legally allowable costs, is immediately due and payable.**” (emphasis in the original).

35. All conditions precedent to the duty of the Mortgagor's obligation to pay the aforesaid sums of money to TD Bank and to the bringing of this action have occurred, been waived, or excused.

36. TD Bank has found it necessary to retain the services of the undersigned attorneys in connection with this action and has agreed to pay them a reasonable fee for their services.

**WHEREFORE**, Plaintiff TD Bank requests that this Court enter judgment reforming the Deed to include the complete legal description and to reflect the true intentions of the parties, and

for its attorneys' fees and costs, if appropriate, and such other and further relief as this Court deems just and proper.

Dated 22nd day of April , 2019

**DUANE MORRIS LLP**

*Counsel for Plaintiff*

By: s/Danielle Rundlett Burns  
Danielle Rundlett Burns  
Florida Bar No. 0722561  
1875 NW Corporate Blvd., Suite 300  
Boca Raton, FL 33431-8561  
Telephone: (561) 962-2119  
Facsimile: (561) 962-2101  
E-mail: DRBurns@duanemorris.com  
JFGarcia@duaemorris.com  
MLChapski@duanemorris.com

**VERIFICATION**

Under penalties of perjury, I, acting on behalf and as employee of TD BANK, NATIONAL ASSOCIATION, declare that I have read the Verified Complaint, and the facts alleged therein are true and correct.

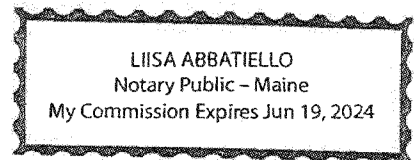
By: Nancy Harman  
Nancy Harman  
As its: Officer

STATE OF MAINE                     )  
  )  
COUNTY OF CUMBERLAND     )

The foregoing Verification to the Verified Complaint was sworn to and subscribed before me this 15 day April, 2019, by Nancy Harman as Officer, on behalf of TD BANK, NATIONAL ASSOCIATION, who is personally known to me, on the behalf of the company.

My Commission Expires:  
June 19, 2024

Liisa Abbatiello  
Notary Public  
State of Maine



IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR ST.  
INDIAN RIVER COUNTY, FLORIDA

CASE NO.:

TD BANK, N. A., a national banking  
association,

Plaintiff,

vs.

PATRICIA ANN KLEIN; UNKNOWN  
SPOUSE OF PATRICIA ANN KLEIN; VERA  
CRUZ HOME OWNERS ASSOCIATION,  
INC.; TENANT #1 and UNKNOWN  
TENANT(S) IN POSSESSION, IF ANY,

Defendants.

CERTIFICATION OF POSSESSION OF ORIGINAL  
PROMISSORY NOTE PURSUANT TO FLORIDA STATUTE § 702.015

The undersigned hereby certifies:

That plaintiff is in possession of the original Promissory Note (“Note”) dated February 23, 2005 from Patricia Ann Klein, from which this action is brought. The location of the original Promissory Note is 70 Gray Road, Falmouth, Maine 04105. I am an Officer of TD Bank, National Association, and give this certification personally verifying possession of the original Promissory Note, which is based on my personal knowledge. I certify said possession of the original Promissory Note at 12:15 p.m. as of the date of this Certification. Correct copies of the Promissory Note (and, if applicable, all endorsements, transfers, allonges, or assignments of the note), as well as the mortgage are attached to this certification, filed contemporaneously with the Verified Complaint.

Under penalties of perjury, I declare that I have read the foregoing Certification of Possession of Original Note and the facts stated in it are true.

By: Nancy Harman  
Nancy Harman  
Officer, TD Bank, National Association

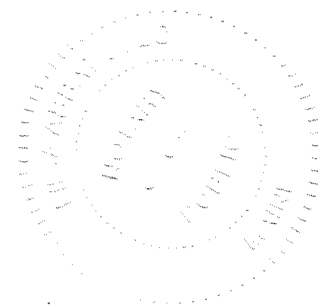
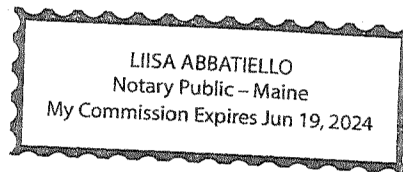
SWORN TO AND SUBSCRIBED before me this 15 day of April, 2019,  
by Nancy Harman. She is personally known to me.

Lisa Abbatiello

My Commission Expires:

June 19, 2024

\_\_\_\_\_  
Notary Public, State of Maine





# **EXHIBIT A**

005/BK1

<b>RIVERSIDE NATIONAL BANK</b> 2211 OKEECHOBEE RD FORT PIERCE, FL 34950  LENDER'S NAME AND ADDRESS "You" means the Lender, its successors and assigns.	PATRICIA ANN KLEIN 5151 N HWY A1A UNIT #504 VERO BEACH FL 32963  BORROWER'S NAME AND ADDRESS "I" includes each Borrower above, jointly and severally.	Loan Number: [REDACTED] Date: 02/23/05 Maturity Date: 03/05/20 Loan Amount: \$ 75,415.08 Renewal Of:
---	--	--

TERMS FOLLOWING A  APPLY ONLY IF CHECKED

NOTE - For value received, I promise to pay to you, or your order, at your address above, the principal sum of: Seventy five thousand four hundred fifteen & 08/100 Dollars \$ 75,415.08  
 plus interest from FEBRUARY 28, 2005 at the rate of 6.4900 % per year until MARCH 05, 2020  
 ADDITIONAL FINANCE CHARGE - I also agree to pay a nonrefundable fee of \$ \_\_\_\_\_, and it will be  paid in cash.  paid pro rata over the loan term.  withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

PAYMENT - I will pay this note as follows:  
 (a)  Interest due: \_\_\_\_\_  
 Principal due: \_\_\_\_\_  
 (b)  This note has 180 payments. The first payment will be in the amount of \$ 661.14 and will be due APRIL 05, 2005  
 A payment of \$ 661.14 will be due on the 5th day of each Month thereafter.  
 The final payment of the entire unpaid balance of principal and interest will be due MARCH 05, 2020

INTEREST - Interest accrues on a Actual/360 basis.  POST-MATURITY INTEREST - Interest will accrue at the rate of 18.0000% per year on the balance of this note not paid at maturity, including maturity by acceleration.  
 MINIMUM INTEREST CHARGE - I agree to pay a minimum interest charge of \$ 15.00 if I pay this loan off before you have earned that much in interest.  
 LATE CHARGE - I agree to pay a late charge on the portion of any payment made more than 10 days after it is due equal to 5% of the unpaid amount.  
 THE PURPOSE OF THIS LOAN IS DEBT CONSOLIDATION

SECURITY - You have certain rights that may affect my property as explained on page 2. This loan  is  is not further secured.  
 (a)  This loan is secured by MORTGAGE dated FEBRUARY 23, 2005  
 (b)  Security Agreement - I give you a security interest in the Property described below. The rights I am giving you in this Property and the obligations this agreement secures are defined on page 2 of this agreement.

This Property will be used for PERSONAL purposes.

ANNUAL PERCENTAGE RATE <small>The cost of my credit as a yearly rate.</small>	FINANCE CHARGE <small>The dollar amount the credit will cost me.</small>	AMOUNT FINANCED <small>The amount of credit provided to me or on my behalf.</small>	TOTAL OF PAYMENTS <small>The amount I will have paid when I have made all scheduled payments.</small>	I have the right to receive at this time an itemization of the Amount Financed. <input checked="" type="checkbox"/> YES - I want an itemization. <input type="checkbox"/> NO - I do not want an itemization.
6.6000 %	\$ 43,665.58	\$ 75,341.08	\$ 119,006.66	<input checked="" type="checkbox"/>
My Payment Schedule will be:				
Number of Payments	Amount of Payments	When Payments Are Due		
179	\$ 661.14	Monthly Beginning - 04/05/05		
1	\$ 662.60	MARCH 05, 2020		
				\$ 44.00 Filing Fees
				\$ Nonfiling Insurance

This note has a demand feature.  This note is payable on demand and all disclosures are based on an assumed maturity of one year.  
 Security - I am giving a security interest in:  (brief description of other property) 1ST MTG PRIM RES  
 the goods or property being purchased.  
 collateral securing other loans with you may also secure this loan.  
 my deposit accounts and other rights to the payment of money from you.  
 Late Charge - I will be charged a late charge on the portion of any payment made more than 10 days after it is due equal to 5% of the unpaid amount.  
 Required Deposit - The annual percentage rate does not take into account my required deposit.  
 Prepayment - If I pay off this note early, I  may  will not have to pay a minimum interest charge.  
 If I pay off this note early, I will not be entitled to a refund of part of the finance charge.  
 Assumption - Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.  
 I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

CREDIT INSURANCE - Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional costs.

Type	Premium	Term
Credit Life		
Credit Disability		
Joint Credit Life		

I  do  do not want credit life insurance.  
 I  do  do not want credit disability insurance.  
 I  do  do not want joint credit life insurance.  
 I  do  do not want \_\_\_\_\_ Insurance.  
 X Patricia Ann Klein DOB \_\_\_\_\_  
 X \_\_\_\_\_ DOB \_\_\_\_\_

PROPERTY INSURANCE - I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage.  
 SINGLE INTEREST INSURANCE - I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ N/A for N/A of coverage.

(Optional)  
 Signed \_\_\_\_\_ For Lender  
 Title \_\_\_\_\_

ITEMIZATION OF AMOUNT FINANCED

AMOUNT GIVEN TO ME DIRECTLY	\$ _____
AMOUNT PAID ON MY (LOAN) ACCOUNT	\$ _____
AMOUNTS PAID TO OTHERS ON MY BEHALF:	
to Insurance Companies	\$ _____
to Public Officials	\$ _____
Documentary Stamp Tax	\$ _____
*SEE HUD SETTLEMENT STATEMENT FOR FULL ITEMIZATION.	\$ _____
(less) PREPAID FINANCE CHARGE(S)	\$ _____ 74.00
Amount Financed	\$ 75,341.08

(Add all items financed and subtract prepaid finance charges.)

SIGNATURES - I AGREE TO THE TERMS SET OUT ON PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I HAVE RECEIVED A COPY OF THIS DOCUMENT ON TODAY'S DATE.  
 COSIGNERS - SEE NOTICE ON PAGE 2 BEFORE SIGNING.

Signature Patricia Ann Klein  
 PATRICIA ANN KLEIN  
 Signature \_\_\_\_\_

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I," "me" or "my" means each Borrower who signs this note and each other person or legal entity (including guarantors, endorser, and sureties) who agree to pay this note (together referred to as "us"). "You" or "your" means the Lender and its successors and assigns.

APPLICABLE LAW - This note and any agreement securing this note will be governed by the laws of the state of Florida. The federal Truth-in-Lending disclosures on page 1 are disclosures only and are not intended to be terms of this agreement. The fact that any part of this note cannot be enforced will not affect the rest of this note. Any change to this note or any agreement securing this note must be in writing and signed by you and me.

PAYMENTS - Each payment I make on this loan will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

PREPAYMENT - I may prepay this loan in whole or in part at any time. If I prepay in part, I must still make each later payment in the original amount as it becomes due until this note is paid in full.

USURY - The interest rate and other charges on this loan will never exceed the highest rate or charge allowed by law for this loan.

ACCRUAL METHOD - The amount of interest that I will pay on this loan will be calculated using the interest rate and accrual method stated on page 1. For interest calculation, the accrual method will determine the number of days in a year. If no accrual method is stated, then you may use any reasonable accrual method for calculating interest.

POSBY-MATURITY INTEREST - Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified on page 1. For purposes of this section, final maturity occurs:

- (a) If this loan is payable on demand, on the date you make demand for payment;
(b) If this loan is payable on demand with alternate payment details, on the date you make demand for payment or on the final alternate payment date, whichever is earlier;
(c) On the date of the last scheduled payment of principal; or
(d) On the date you accelerate the due date of this loan (demand immediate payment).

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or a residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by this agreement.

DEFAULT - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, I will be in default on this loan and any agreement securing this loan if any one or more of the following occurs:

- (a) I fail to make a payment in full when due;
(b) I die, am declared incompetent, or become insolvent;
(c) I fail to keep any promise I have made in connection with this loan;
(d) I fail to pay, or keep any other promise on, any other loan or agreement I have with you;
(e) I make any written statement or provide any financial information that is untrue or inaccurate at the time it is provided;
(f) Any creditor of mine attempts to collect any debt I owe through court proceedings, set-off or self-help repossession;
(g) The Property is damaged, destroyed or stolen;
(h) I fail to provide any additional security that you may require;
(i) Any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, and its business or existence, or a partner or majority stockholder dies or is declared incompetent or
(j) Anything else happens that causes you to believe that you will have difficulty collecting the amount I owe you.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to any limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph above, if I am in default on this loan or any agreement securing this loan, you may:

- (a) Make unpaid principal, earned interest and all other agreed charges I owe you under this loan immediately due;
(b) Use the right of set-off as explained below;
(c) Demand more security or new parties obligated to pay this loan (or both) in return for not using any other remedy;
(d) Make a claim for any and all insurance benefits or refunds that may be available on my default;
(e) Use any remedy you have under state or federal law; and
(f) Use any remedy given to you in any agreement securing this loan.

By choosing any one or more of these remedies you do not give up your right to use another remedy later. By deciding not to use any remedy should I be in default, you do not give up your right to consider the event a default if it happens again.

COSTS OF COLLECTION AND ATTORNEYS' FEES - I agree to pay you all reasonable costs you incur to collect this debt or realize on any security. This includes your reasonable attorney's fees of ten percent (10%) of the principal sum due on this note or such larger amount as may be reasonable and just. This provision also shall apply if I file a petition or any other claim for relief under any bankruptcy rule or law of the United States, or if such petition or other claim for relief is filed against me by another.

SET-OFF - I agree that you may set off any amount due and payable under this note against any right I have to receive money from you.

- "Right to receive money from you" means:
(a) Any deposit account I have with you;
(b) Any money owed to me on an item presented to you or in your possession for collection or exchange; and
(c) Any repurchase agreement or other nondeposit obligation.

"Any amount due and payable under this note" means the total amount of which you are entitled to demand payment under the terms of this note at the time you set off. This total includes any balance due date for which you properly accelerate under this note.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights arise only in a representative capacity. It also does not apply to any Individual Retirement account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set off this debt against any of my accounts. I agree to hold you harmless from any such claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - Any present or future agreement securing any other debt I owe you also will secure the payment of this loan. Property securing another debt will not secure this loan if such property is my principal dwelling and you fail to provide any required notice of right of rescission. Also, property securing another debt will not secure this loan to the extent such property is in household goods.

OBLIGATIONS INDEPENDENT - I understand that my obligation to pay this loan is independent of the obligation of any other person who has also agreed to pay it. You may, without notice, release me or any of us, give up any right you may have against any of us, extend new credit to any of us, or renew or change this note one or more times and for any term, and I will still be obligated to pay this loan. You may, without notice, fail to perfect your security interest in, amend, or release any security and I will still be obligated to pay this loan.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

PRIVACY - I agree that from time to time you may receive credit information about me from others, including other lenders and credit reporting agencies. I agree that you may furnish on a regular basis credit and experience information regarding my loan to others seeking such information. To the extent permitted by law, I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I will give you any financial statements or information that you feel is necessary. All financial statements and information I give you will be correct and complete.

PURCHASE MONEY LOAN - If this is a purchase money loan, you may include the name of the seller on the check or draft for this loan.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This security agreement secures this loan (including all extensions, renewals, refinancings and modifications) and any other debt I have with you now or later. Property described in this security agreement will not secure other such debts if you fail to give any required notice of the right of rescission with respect to the Property. Also, this security agreement will not secure other debts if the security interest is in household goods and the other debt is a consumer loan. This security agreement will last until it is discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement:

- (a) Payments on any nonpurchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan; and
(b) Payments on the purchase money loan will be deemed to apply first to the nonpurchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items were acquired.

No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any property securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - The word "Property," as used here, includes all property that is listed in the security agreement on page 1, if a general description is used, the word "Property" includes all my property fitting the general description. Property also means all benefits that arise from the described Property including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and results from the Property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - Unless a co-owner(s) of the Property signed a third party agreement, I represent that I own all the Property and I will defend the Property against any other claim. I agree to do whatever you require to perfect your interest and keep your priority. I will not do anything to harm your position.

I will keep the Property in my possession (except if pledged and delivered to you). I will keep it in good repair and use it only for its intended purposes. I will keep it at my address unless we agree otherwise in writing.

I will not try to sell or transfer the Property, or permit the Property to become attached to any real estate, without your written consent. I will pay all taxes and charges on the Property as they become due. I will inform you of any loss or damage to the Property. You have the right of reasonable access in order to inspect the Property.

INSURANCE - I agree to buy insurance on the Property against the risks and for the amount you require in the security agreement and subject to any of the limitations in the security agreement on page 1. I will name you as loss payee on any such policy. You may require added security on this loan if you agree that insurance proceeds may be used to repair or replace the Property. I agree that if the insurance proceeds do not cover the amount I still owe you, I will pay the difference. I will buy the insurance from the authority to cure my default, if required by law. The form will be reasonably acceptable to you. I will keep the insurance until all debts secured by this agreement are paid.

DEFAULT AND REMEDIES - If I am in default, in addition to the remedies listed in the note above, you will have the right to demand and subject to any of the limitations in the "REAL ESTATE OR RESIDENCE SECURITY" paragraph, you may after giving notice and waiting a period of time, if required by law:

- (a) Pay taxes or other charges, or purchase any required insurance, if I fail to do these things (but you are not required to do so). You may add the amount you owe to this loan and accrue interest on that amount at the interest rate disclosed on page 1 until paid in full;
(b) Require me to gather the Property and any related records and make it available to you in a reasonable fashion;
(c) Take immediate possession of the Property, but in doing so you may not breach the peace or unlawfully enter onto my premises. You may sell, lease or dispose of the Property as provided by law. If the Property includes a manufactured home, you will begin the repossession by giving me notice and an opportunity to cure my default, if required by law. I may apply what you receive from the sale of the Property to your expenses and then to the debt. If what you receive from the sale of the Property is less than what I owe you, you may take me to court to recover the difference (to the extent permitted by law); and
(d) Keep the Property to satisfy the debt.

I agree that when you must give notice to me of your intended sale or disposition of the Property, the notice is reasonable if it is sent to me at my last known address (if that class mail is due before the intended sale or disposition). I agree to inform you in writing of any change in my address.

FILED - A copy of this security agreement may be used as a financing statement when allowed by law.

ASSUMPTIONS - This security agreement and any loan it secures cannot be assumed by someone buying the Property from me. This will be true unless you agree in writing to the contrary. Without such an agreement, if I try to transfer any interest in the Property, I will be in default on all obligations that are secured by this security agreement.

THIRD PARTY AGREEMENT

For the purposes of the provisions within this enclosure, "I," "me" or "my" means the person signing below and "you" means the Lender identified on Page 1.

I agree to give you a security interest in the Property that is described on page 1. I agree to the terms of this note and security agreement but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any borrower; renew or change this note or security agreement one or more times and for any term; or fail to perfect your security interest in, amend, or release any security (including guarantors) for the obligations of any borrower.

I HAVE RECEIVED A COMPLETED COPY OF THIS NOTE AND SECURITY AGREEMENT.

NAME: X

NOTICE TO COSIGNER

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do, if the borrower doesn't pay the debt, you will have to be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase the amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

PHOTOGRAPHED BY

Attach FTC "Preservation of Consumer Claims and Defenses" Notice if Applicable

DATE: \_\_\_\_\_

FLORIDA DOCUMENTARY STAMPS TAX REQUIRED BY LAW IN THE AMOUNT OF \$ \_\_\_\_\_

HAS BEEN PAID OR WILL BE PAID DIRECTLY TO THE DEPARTMENT OF REVENUE.

CERTIFICATE OF REGISTRATION NO. 592764826

# **EXHIBIT B**

This document was prepared by **SUE STRASSBERG**  
RIVERSIDE NATIONAL BANK  
State of Florida's Documentary Stamp Tax required by law in  
the amount of \$ 264.25 has been paid to the  
Clerk of the Circuit Court (or the County Comptroller, if  
applicable) for the County of INDIAN RIVER COUNTY,  
State of Florida. Intangible Tax \$150.83  
Recording \$ 44

1639513  
THIS DOCUMENT HAS BEEN RECORDED  
IN THE PUBLIC RECORDS OF  
INDIAN RIVER COUNTY FL  
BK: 1863 PG:1062, Page 1 of 6  
04/22/2008 at 08:39 AM  
M DOC TAX PD: \$264.25 INT TAX PD  
\$150.83  
JEFFREY K BARTON, CLERK OF  
COURT

RIVERSIDE NATIONAL BANK  
P. O. BOX 758  
FORT PIERCE, FL 34954

State of Florida Space Above This Line For Recording Data

**MORTGAGE**  
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is FEBRUARY 23, 2005 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: PATRICIA ANN KLEIN, AN UNMARRIED ADULT

If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: RIVERSIDE NATIONAL BANK  
2211 OKEECHOBEE RD  
FORT PIERCE, FL 34950

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

CONDOMINIUM APARTMENT NO 504, OF VERA CRUZ, A CONDOMINIUM,  
ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED  
IN OFFICIAL RECORD BOOK 451, PAGE 738, OF THE PUBLIC RECORDS  
OF INDIAN RIVER COUNTY, FLORIDA, AS AMENDED IN OFFICIAL  
RECORD BOOK 459, PAGE 951, OF THE PUBLIC RECORDS OF INDIAN  
RIVER COUNTY, FLORIDA

324019000080050005040

The property is located in INDIAN RIVER COUNTY at  
(County)  
5151 HWY A1A UNIT #504 VERO BEACH Florida 32963-0000  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 113,122.62. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)  
Promissory Note [REDACTED]  
Dated FEBRUARY 23, 2005 In The Amount Of \$75,415.08  
Accruing At a Rate of 6.4900 % With a Maturity Date Of MARCH 05, 2020  
Said Loan In The Name(s) Of PATRICIA ANN KLEIN

- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
- 10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any lease, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

- 11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording. However, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor in writing of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

JK

- 13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
- 14. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
- 15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

- 16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
  - B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
  - C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
  - D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 18. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
  - 19. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

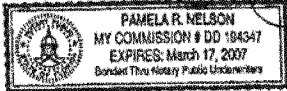
Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
- 26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
  - Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
  - Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
  - Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
  - Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
    - Condominium Rider     Planned Unit Development Rider     Other .....
  - Additional Terms.**
- Payment of this note or mortgage is subject to the terms of a home improvement installment contract of even date between maker and payee or mortgagor and mortgagee.**

**SIGNATURES:** By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

..... Patricia Ann Klein ..... 2/23/05 .....  
 (Signature) PATRICIA ANN KLEIN (Date) (Signature) (Date)  
 .....  
 (Witness) (Witness)

**ACKNOWLEDGMENT:** Florida  
 STATE OF Florida, COUNTY OF St. Lucie  
 This instrument was acknowledged before me this 23rd day of Feb. 2005 by Patricia Ann Klein who is personally known to me or who has produced F.C.P.C. as identification.  
 My commission expires: \_\_\_\_\_



.....  
 (Notary Public)



# **EXHIBIT C**

UNITED STATES OF AMERICA  
OFFICE OF THE COMPTROLLER OF THE CURRENCY  
WASHINGTON, D.C.

Receivership Determination and Appointment of Receiver

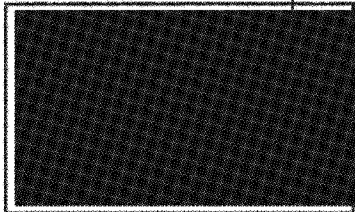
Riverside National Bank of Florida  
Fort Pierce, Florida  
Charter Number 17437

WHEREAS, the Comptroller of the Currency has delegated in me the authority to appoint a receiver for a national bank under 12 U.S.C. §§ 191 and 1821(e)(5);

WHEREAS, the above captioned bank ("Bank") is insured by the Federal Deposit Insurance Corporation;

WHEREAS, from information available to the Office of the Comptroller of the Currency ("OCC") and pursuant to 12 U.S.C. § 191, I have determined that the following grounds exist for the appointment of a receiver for the Bank:


- (1) The Bank has experienced substantial dissipation of assets or earnings due to any unsafe or unsound practice, 12 U.S.C. § 1821(e)(5)(B)(ii).
- (2) The Bank is in an unsafe or unsound condition to transact business, 12 U.S.C. § 1821(e)(5)(C).
- (3) The Bank has incurred or is likely to incur losses that will deplete all or substantially all of its capital, and there is no reasonable prospect for the institution to become adequately capitalized (as defined in 12 U.S.C. § 1831o(b)) without Federal assistance, 12 U.S.C. § 1821(e)(5)(G).
- (4) The Bank's unsafe or unsound practices or conditions are likely to cause substantial dissipation of assets or earnings, 12 U.S.C. § 1821(e)(5)(H)(i).
- (5) The Bank's unsafe or unsound practices or conditions are likely to weaken its condition, 12 U.S.C. § 1821(e)(5)(H)(ii).
- (6) The Bank's unsafe or unsound practices or conditions are likely to otherwise seriously prejudice the interests of the institution's depositors or the Deposit Insurance Fund, 12 U.S.C. § 1821(e)(5)(H)(iii).
- (7) The Bank is undercapitalized (as defined in 12 U.S.C. § 1831o(b)), and has no reasonable prospect of becoming adequately capitalized (as defined in that section), 12 U.S.C. § 1821(e)(5)(K)(i).



(8) The Bank is undercapitalized (as defined in 12 U.S.C. § 1831c(b)), and has failed to submit a capital restoration plan acceptable to the OCC within the time prescribed under 12 U.S.C. § 1831c(e)(2)(D), 12 U.S.C. § 1821(e)(5)(K)(ii).

WHEREAS, in my discretion, I have determined that the Federal Deposit Insurance Corporation should be appointed Receiver for the Bank;

NOW THEREFORE, pursuant to 12 U.S.C. §§ 191 and 1821(e) and the power, duty, and authority vested in me by law, I do hereby appoint the Federal Deposit Insurance Corporation as Receiver for the Bank, with all of the powers, duties, and responsibilities given to or imposed upon a receiver under the provisions of the laws of the United States which authorize and direct the appointment of such receiver.



Jennifer C. Kelly  
Senior Deputy Comptroller  
Midsize/Community Bank Supervision

Dated: April 16, 2010

4:34pm



Comptroller of the Currency  
Administrator of National Banks

Washington, DC 20219

April 16, 2010

The Federal Deposit Insurance Corporation  
550 17<sup>th</sup> Street, N.W.  
Washington, D.C. 20429-9990

Re: Riverside National Bank of Florida, Fort Pierce, Florida  
Charter Number 17437

To Whom It May Concern:

You have been appointed Receiver for the above captioned bank ("Bank") effective as of the date of this letter. A copy of the *Receivership Determination and Appointment of Receiver* for the Bank is enclosed.

Please send the Office of the Comptroller of the Currency a copy of any verification of assets prepared by the Federal Deposit Insurance Corporation.

Very truly yours,

Jennifer C. Kelly  
Senior Deputy Comptroller  
Midsize/Community Bank Supervision

Enclosure

# **EXHIBIT D**

PREPARED BY AND RETURN TO:  
TD BANK, N.A.  
P.O. BOX 2020  
FORT PIERCE, FL 34954-2020  
ATTN: LOAN SERVICING

LOAN # [REDACTED] 4055

**ASSIGNMENT OF MORTGAGE(S)**

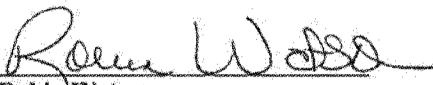
This Assignment of Mortgage(s) is executed effective as of April 16, 2010 by TD BANK N.A. ATTORNEY-IN-FACT FOR FDIC AS RECEIVER OF RIVERSIDE NATIONAL BANK OF FLORIDA (herein "Assignor"), whose address is 2810 SOUTH FEDERAL HIGHWAY FORT PIERCE, FL 34982-6331 in favor of T.D. Bank, N.A., a corporation organized and existing under the laws of the United States (herein "Assignee"), whose address is 2810 SOUTH FEDERAL HIGHWAY FORT PIERCE, FL 34982-6331

For good and valuable consideration received from Assignee, the receipt and sufficiency of which are hereby acknowledged, Assignor does, without recourse or warranty of any kind, hereby grant, bargain, sell, assign, transfer, convey and set over unto Assignee all of Assignor's rights, title and interest in that certain Mortgage dated February 23, 2005, made and executed by PATRICIA ANN KLEIN in favor of Assignor, in the original principal amount of \$75,415.08 which mortgage is recorded in Official Records Book 1863, Page 1062 in the Public Records of INDIAN RIVER County, Florida, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment as of the date first above written.

TD BANK N.A. ATTORNEY-IN-FACT FOR FDIC AS  
RECEIVER OF RIVERSIDE NATIONAL BANK OF FLORIDA

ATTEST:   
Name: Bridget D. Cox

BY:   
Name: Robin Watson  
Title: VP/Loan Manager II

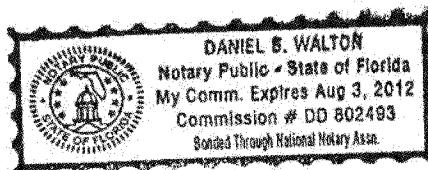
ATTEST:   
Name: Julie Polakow

STATE OF FLORIDA ) SS:  
COUNTY OF SAINT LUCIE )

The foregoing instrument was acknowledged before me November 24, 2010, by Robin Watson, as VP/Loan Manager II of TD BANK N.A. ATTORNEY-IN-FACT FOR FDIC AS RECEIVER OF RIVERSIDE NATIONAL BANK OF FLORIDA on behalf of the corporation. She is personally known to me or has produced her Florida driver's license as identification.

NOTARY PUBLIC

  
(Printed Name)  
My Commission Expires:



# **EXHIBIT E**

Prepared by: Renee Marie Araujo, Esq.  
FDIC East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

(Leave Blank Above this Line for Recording Information)  
(Space above this line must be at least 3 inches)

#### LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that the **FEDERAL DEPOSIT INSURANCE CORPORATION**, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the following individual(s) of **TD BANK, NATIONAL ASSOCIATION**, organized under the laws of the United States of America, as "Attorney(s)-in-Fact" for the sole purpose of executing the documents outlined below:

**JOHN OPPERMAN  
GEOFFREY RYAN  
FLORINDA FRANKLIN  
JACK MOTTER  
J. CRAIG ROBINSON  
ROBIN WATSON  
MARSHA KILGORE  
BILL SCHAEFER  
JAY SPILLER**

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as Receiver of **RIVERSIDE NATIONAL BANK OF FLORIDA**, all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and lien releases, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of **RIVERSIDE NATIONAL BANK OF FLORIDA**, including all loans held by **RIVERSIDE NATIONAL BANK OF FLORIDA** to **TD BANK, NATIONAL ASSOCIATION** pursuant to that certain Purchase and Assumption Agreement, dated as of **April 16, 2010** between FDIC as Receiver of **RIVERSIDE NATIONAL BANK OF FLORIDA** and **TD BANK, NATIONAL ASSOCIATION**.



The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse  
**FEDERAL DEPOSIT INSURANCE CORPORATION** as  
Receiver for **RIVERSIDE NATIONAL BANK OF FLORIDA**,  
Fort Pierce, Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Attorney-in-Fact


All other documents of assignment, conveyance or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

2. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

This Limited Power of Attorney shall be effective from **April 16, 2010** and shall continue in full force and effect through **April 16, 2011**, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

**IN WITNESS WHEREOF**, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 4<sup>TH</sup> day of May, 2010.

**FEDERAL DEPOSIT INSURANCE CORPORATION**

By:   
Name: **OPHELIA JONES**  
Title: Manager of Customer Service –  
East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

Signed in the presence of:

Witness: Samuel R. Stangle  
Printed Name: Samuel R. Stangle

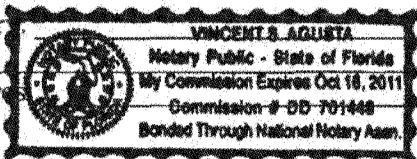
Witness: Herminda F. Bragg  
Printed Name: Herminda F. Bragg

STATE OF FLORIDA }  
  }  
COUNTY OF DUVAL }

On this 4<sup>th</sup> day of May, 2010, before me, a Notary Public in and for the State of Florida appeared **OPHELIA JONES**, to me personally known, who, being by me first duly sworn did depose that he/she is Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said **OPHELIA JONES**, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

[PLACE SEAL BELOW HERE]

Vincent S. Agusta  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission expires \_\_\_\_\_

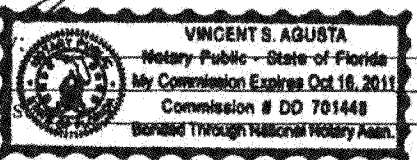


STATE OF FLORIDA }  
  }  
COUNTY OF DUVAL }

On this 4<sup>th</sup> day of May, 2010, before me, a Notary Public in and for the State of Florida appeared SAMUEL R. STANGLE (witness #1) and HERMINA F. BRAGG (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw **OPHELIA JONES**, Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.

[PLACE SEAL BELOW HERE]

Vincent S. Agusta  
Notary Public  
Printed Name of Notary: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission expires \_\_\_\_\_



# **EXHIBIT F**

This instrument was Prepared by and After Recording Return to:  
T.D. Bank, N.A.  
1660 SW St. Lucie West Blvd.  
Second Floor  
Attn: Amy Perslin  
Port St. Lucie, FL 34986  
772-236-2333

## ASSIGNMENT OF SECURITY INSTRUMENTS AND OTHER DOCUMENTS

### KNOW ALL MEN BY THESE PRESENTS:

THAT The Federal Deposit Insurance Corporation in it's Capacity as Receiver for Riverside National Bank of Florida, Ft. Pierce, Florida, ("Assignor"), for and in consideration of the sum of TEN and 00/100 DOLLARS (\$10.00) and other good and valuable consideration received from or on behalf of TD Bank, National Association ("Assignee"), the receipt of which is hereby acknowledged does hereby grant, bargain, sell, assign, transfer, and set over upon Assignee, TD Bank, National Association, all of Assignor's rights, title and interest in and to those certain documents set forth on Exhibit "A" and all of Assignor's rights, title and interest in and to all modifications, extensions, amendments and renewals to said documents and instruments, together with any other loan documents, UCC Financial Statements, and insurance policies evidencing, securing or relating to any of the foregoing, all of which have been delivered to the Assignee.

TO HAVE AND TO HOLD, the same unto Assignee and its legal representatives, successors and assigns forever.

This Assignment is made without recourse, representation or warranty, express or implied, by the Federal Deposit Insurance Corporation, in its corporate capacity or as Receiver.

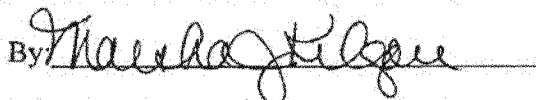
IN WITNESS WHEREOF this Assignment of Security Instruments and Other Documents is executed this 2nd day of February , 2012 to be deemed effective as of the 16th day of April, 2010.

*Signed, sealed and delivered  
in our presence:*



Witness  
Ana Stork

FEDERAL DEPOSIT INSURANCE  
CORPORATION as Receiver for Riverside  
National Bank of Florida, Ft. Pierce, Florida



Marsha Kilgore, It's Attorney-In-Fact



Witness  
Christine Ammons

STATE OF FLORIDA  
COUNTY OF SAINT LUCIE

I HEREBY CERTIFY, that the foregoing Assignment was acknowledged before me this 2nd day of February 2012, by Marsha Kilgore, as Attorney-in-Fact for the FEDERAL DEPOSIT INSURANCE CORPORATION, as Receiver for Riverside National Bank of Florida, [XX] who is personally known to me or [ ] who provided \_\_\_\_\_ as identification and who did take an oath.

*Daniel B. Walton*

Notary Public - State of Florida

Print Name: Daniel Walton

My Commission Expires:

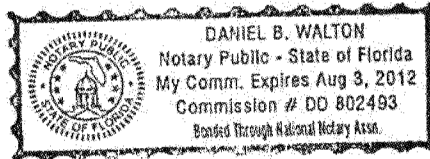


EXHIBIT A

County of Indian River  
State of Florida

INSTRUMENT NAME	GRANTOR	GRANTEE	BOOK	PAGE
MORTGAGE	PATRICIA ANN KLEIN	RIVERSIDE NATIONAL BANK	1863	1062
ASSIGNMENT OF MORTGAGE	PATRICIA ANN KLEIN	RIVERSIDE NATIONAL BANK OF FLORIDA	2464	1142
MORTGAGE	ROBERT H. KLOPP JR. AND COLLEEN M. KLOPP	RIVERSIDE NATIONAL BANK OF FLORIDA	1732	1487
RE-RECORDED MORTGAGE	ROBERT H. KLOPP JR. AND COLLEEN M. KLOPP	RIVERSIDE NATIONAL BANK OF FLORIDA	1783	1358
MORTGAGE MODIFICATION AGREEMENT	ROBERT H. KLOPP JR. AND COLLEEN M. KLOPP	RIVERSIDE NATIONAL BANK OF FLORIDA	1806	2428
ASSIGNMENT OF MORTGAGE	ROBERT H. KLOPP JR. AND COLLEEN M. KLOPP	RIVERSIDE NATIONAL BANK OF FLORIDA	2464	438
MORTGAGE	MICHELE KNIGHT AND RANDY A KNIGHT	RIVERSIDE NATIONAL BANK	1706	522
ASSIGNMENT OF MORTGAGE	MICHELE KNIGHT AND RANDY A KNIGHT	RIVERSIDE NATIONAL BANK OF FLORIDA	2464	2166
MORTGAGE	MICHELE M KNIGHT AND RANDY A KNIGHT	RIVERSIDE NATIONAL BANK OF FLORIDA	2058	1695
ASSIGNMENT OF MORTGAGE	MICHELE M KNIGHT AND RANDY A KNIGHT	RIVERSIDE NATIONAL BANK OF FLORIDA	2464	2165

# **EXHIBIT G**

2142481 RECORDED IN THE RECORDS OF JEFFREY K BARTON, CLERK CIRCUIT COURT INDIAN RIVER CO FL, BK: 2501 PG: 1591, 05/31/2011 12:53 PM

Doc # 2011085312, OR BK 15574 Page 1448, Number Pages: 4, Recorded 04/15/2011 at 01:27 PM, JIM FULLER CLERK CIRCUIT COURT DUVAL COUNTY RECORDING \$35.50

Prepared by: Renee Marie Araujo, Esq.  
FDIC East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

(Leave Blank Above this Line for Recording Information)  
(Space above this line must be at least 3 inches)

**LIMITED POWER OF ATTORNEY**

KNOW ALL PERSONS BY THESE PRESENTS, that the **FEDERAL DEPOSIT INSURANCE CORPORATION**, a corporation organized and existing under an Act of Congress, hereafter called the "FDIC", hereby designates the following individual(s) of **TD BANK, NA**, organized under the laws of the United States of America, as "Attorney(s)-in-Fact" for the sole purpose of executing the documents outlined below:

- KEVIN GILLEN
- BRIAN ZIEMBA
- ELIZABETH GRASSO
- CARINA CHOCKLETT
- JILL WOLFORD
- ROGER BOMGARDNER
- JOHN BARRETT
- JACK KELLY
- RAY DISTEFANO
- MARK LAWLER
- JONATHON REHMAN
- TIM O'RORKE
- JOHN ASHKAR
- MIKE KINANE
- JOHN GIARD
- LAURIE DUNCANSON
- PAUL D. SMITH
- CINDY DUFRANE
- JAYNE WITAS
- ARLENE FOLSOM
- JOHN VANDER LEEUW
- DAVID BOONE
- JAMES GRIBBONS
- JENNIFER JUSTUS
- TIMOTHY MCGUIRE
- HEATHER MCCUBREY
- CATHY MORTON



BK: 2501 PG: 1592

OR BK 15574 PAGE 1449

PEGGY BURNHAM  
 DEBRA PATTEN  
 FLORINDA FRANKLIN  
 KEVIN ROGERS  
 BRIAN GALLEY  
 JOHN OPPERMAN  
 GEOFFREY RYAN  
 DANA WEDGE  
 ELIN MARENEO  
 CAROLYN PARISH  
 JACK MOTTER  
 J. CRAIG ROBINSON  
 ROBIN WATSON  
 MARSHA KILGORE  
 KELLY BLANK  
 MARY ELLEN WEBB  
 MICHAEL RIDDICK  
 LAURA RICH  
 RHONDA MOTES

WHEREAS, the undersigned has full authority to execute this instrument on behalf of the FDIC under applicable Resolutions of the FDIC's Board of Directors and redelegations thereof.

NOW THEREFORE, the FDIC grants to the above-named Attorney(s)-in-Fact the authority, subject to the limitations herein, as follows:

1. To execute, acknowledge, seal and deliver on behalf of the FDIC as Receiver of **RIVERSIDE NATIONAL BANK OF FLORIDA**, all instruments of transfer and conveyance, including but not limited to deeds, assignments, satisfactions, and lien releases, appropriately completed, with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the sale and transfer of any asset of **RIVERSIDE NATIONAL BANK OF FLORIDA**, including all loans held by **RIVERSIDE NATIONAL BANK OF FLORIDA** to **TD BANK, NA** pursuant to that certain Purchase and Assumption Agreement, dated as of April 16, 2010 between FDIC as Receiver of **RIVERSIDE NATIONAL BANK OF FLORIDA** and **TD BANK, NA**.

2. Regarding indebtedness previously owned by the former **RIVERSIDE NATIONAL BANK OF FLORIDA** that had been paid off or otherwise satisfied prior to bank failure, authority is granted to the Attorney(s)-in-Fact to execute, acknowledge, seal and deliver on behalf of the Receiver any and all lien releases that may be necessary for the completion of the documentation obligations of the former **RIVERSIDE NATIONAL BANK OF FLORIDA**, in connection with such paid-off loans or other debt obligations. All lien releases and related documents prepared in connection with this Limited Power of Attorney shall be appropriately completed with all ordinary or necessary endorsements, acknowledgments, affidavits and supporting documents as may be necessary or appropriate to evidence the release of the collateral and satisfaction of the debt.

Attorneys-in-Fact shall undertake to complete all appropriate due diligence necessary to verify the full and final payment and satisfaction of all indebtedness secured by the collateral being released.

BK: 2501 PG: 1593

OR BK 15574 PAGE 1450

The form which the Attorney(s)-in-Fact shall use for endorsing promissory notes or preparing allonges to promissory notes is as follows:

Pay to the order of

Without Recourse  
FEDERAL DEPOSIT INSURANCE CORPORATION as  
Receiver for RIVERSIDE NATIONAL BANK OF FLORIDA, Ft.  
Pierce, Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Attorney-in-Fact

All other documents of assignment, conveyance or transfer shall contain this sentence: "This assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver."

3. FDIC further grants to each Attorney-in-Fact full power and authority to do and perform all acts necessary to carry into effect the powers granted by this Limited Power of Attorney as fully as FDIC might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for.

This Limited Power of Attorney shall be effective from April 16, 2011 and shall continue in full force and effect through April 16, 2012, unless otherwise terminated by an official of the FDIC authorized to do so by the Board of Directors ("Revocation"). At such time this Limited Power of Attorney will be automatically revoked. Any third party may rely upon this document as the named individual(s)' authority to continue to exercise the powers herein granted unless a Revocation has been recorded in the public records of the jurisdiction where this Limited Power of Attorney has been recorded, or unless a third party has received actual notice of a Revocation.

IN WITNESS WHEREOF, the FDIC, by its duly authorized officer empowered by appropriate resolution of its Board of Directors, has caused these presents to be subscribed in its name this 15<sup>th</sup> day of April, 2011.

FEDERAL DEPOSIT INSURANCE CORPORATION

By: Gary E. Lewis

Name: GARY E. LEWIS  
Title: Manager of Customer Service -  
East Coast Temporary Satellite Office  
7777 Baymeadows Way West  
Jacksonville, FL 32256

BK: 2501 PG: 1594

OR BK 15574 PAGE 1451

Signed in the presence of:

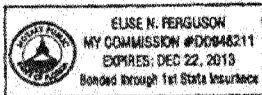
Witness: *Deborah L. Smith*  
Printed Name: Deborah L. Smith

Witness: *Eddy D. Belancourt*  
Printed Name: Eddy D. Belancourt

STATE OF FLORIDA }  
  }  
COUNTY OF DUVAL }

On this 15<sup>th</sup> day of April, 2011, before me, a Notary Public in and for the State of Florida appeared GARY L. LEWIS, to me personally known, who, being by me first duly sworn did depose that he/she is Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation (the "Corporation"), in whose name the foregoing Limited Power of Attorney was executed and subscribed, and the said Limited Power of Attorney was executed and subscribed on behalf of the said Corporation by due authority of the Corporation's Board of Directors, and the said GARY L. LEWIS, acknowledged the said Limited Power of Attorney to be the free act and deed of said Corporation.

[PLACE SEAL BELOW HERE]

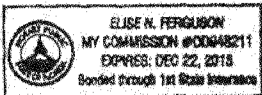


*Elise N. Ferguson*  
Notary Public  
Printed Name of Notary: Elise N. Ferguson  
Commission No.: #DD948211  
My Commission expires: Dec 22, 2013

STATE OF FLORIDA }  
  }  
COUNTY OF DUVAL }

On this 15<sup>th</sup> day of April, 2011 before me, a Notary Public in and for the State of Florida appeared Deborah L. Smith (witness #1) and Eddy D. Belancourt (witness #2), to me personally known to be the persons whose names are subscribed as witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that they saw GARY L. LEWIS, Manager of Customer Service, East Coast Temporary Satellite Office of the Federal Deposit Insurance Corporation, the person who executed the foregoing instrument, subscribe the same, and that they had signed the same as a witness at the request of the person who executed the same.

[PLACE SEAL BELOW HERE]



*Elise N. Ferguson*  
Notary Public  
Printed Name of Notary: Elise N. Ferguson  
Commission No.: #DD948211  
My Commission expires: Dec 22, 2013

BK: 2501 PG: 1595

STATE OF FLORIDA  
DUVAL COUNTY

I, THE UNDERSIGNED Clerk of the Circuit Court, Duval County, Florida, DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Clerk of the Circuit Court of Duval County, Florida. WITNESS my hand and seal of Clerk of Circuit & County Courts at Jacksonville, Florida, this 28<sup>th</sup> day of Apr, A.D. 2019.

JIM FULLER  
Clerk, Circuit and County Courts  
Duval County, Florida  
By [Signature]  
County Clerk

# **EXHIBIT H**



September 11, 2017

Certified Mail ID: 7016.0340.0000.4951.9469

PATRICIA ANN KLEIN  
5151 HIGHWAY A1A APT 504  
VERO BEACH FL 32963

**RE: account ending in: [REDACTED]**  
**Parties to Loan and Date Executed: PATRICIA ANN KLEIN on 02/23/2005**  
**Collateral: 5151 HWY A1A UNIT #504, VERO BEACH FL 32963**

Dear PATRICIA ANN KLEIN ,

**Legal Notice: Your home is at risk - Act now to avoid foreclosure**

According to our records, your account is **3 payments overdue** and **65 days in default** as a result of failing to make scheduled payments. To cure this default you must pay **\$2,563.62** within **35 days** of receiving this notice (or if you decline delivery, of the U.S. Postal Service's last attempt to deliver it).

**Note:** The amount of **\$2,563.62** may include tax and insurance advances as well as late fees and other loan expenses. In addition, interest at a rate of **\$3.59729**, as well as costs, as allowed by law, continue to be added to the amount due. Call us at **1-800-742-2651** for the specific amount payable at any given time. Your next regular monthly payment is due on 10/05/2017 and additional late fees will be added if this is also not paid.

**What you need to do now**

If you are experiencing financial difficulty there are options available that may enable you to stay in your home. Please contact us at **1-800-742-2651** to talk about your situation, your options, and the assistance we may be able to offer to you.

**Independent support may be available** from agencies that specialize in helping homeowners in financial difficulty and will often work with us to explore the possibility of modifying your loan, establishing an alternative payment plan, or in some cases agreeing to a period of loan forbearance:

- Government approved housing counseling agencies provide free or low cost counseling
  - <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm> or 1-800-569-4287
- The Homeownership Preservation Foundation is an independent nonprofit organization
  - [www.995hope.org](http://www.995hope.org) or 1-888-995-HOPE
- The Veteran's Administration specialize in supporting ex-military personnel
  - 1-800-827-1000

Otherwise you need to pay the amount due of **\$2,563.62** before the deadline given in certified funds using one of the following payment methods:

- By Phone:** Call us toll free at **1-800-742-2651** to make a payment or discuss payment options
- At a TD Store:** Make your certified payment at any TD Bank Location
- Mail a certified check:** Attn: Mtg. Coll. Payments, TD Bank, Operation Center, PO Box 8400, 140 Mill Street, Lewiston, ME 04243

**Western Union:** Call us at 1-800-742-2651 for full instructions on using Quick Collects (always include: your account number; city code: BKNG/ME ; Bank ABA # [REDACTED]; the word 'Bank')




**Important:** Please see additional information hereinafter regarding state specific rights.

If this matter is not resolved within the stated timeframe, we will accelerate your loan by declaring that the full amount of the loan, with all legally allowable costs, is immediately due and payable. We may also commence legal action against you. This could result in the sale of your property at foreclosure.

Sincerely,



Ron Buck  
Senior Vice President

Contact Us  1-800-742-2651, Mon-Fri 8-9, Sat 8-5 EST (hearing impaired 1-800-852-7899)  
 TD Bank, NA, PO Box 9547, Portland, Maine 04112-9547  
 To contact us or locate your nearest TD store location, visit us at [www.tdbank.com](http://www.tdbank.com)

**Important note regarding receipt of partial payments**

Neither TD Bank, N.A.'s receipt nor its acceptance of payments over the specified period shall be deemed to have waived its right to accelerate the loan obligation and foreclose if such payments are not sufficient to have timely cured the existing default and to have paid such additional monthly and other payment obligations owing under the loan documents, including those arising over the period outlined above. Unless your loan documents or applicable law provide otherwise, TD Bank, N.A fully reserves the right to apply any such partial or otherwise collectively insufficient payments made over 30 days of your receipt of this letter (or if you decline delivery, then within 30 days of the U.S. Postal Service's last attempt to deliver it) to the balance of the loan obligation without waiver of its right to accelerate the loan obligation and to foreclose. [If FL In addition, all payments that come due in the future must continue to be timely made, along with other payment obligations owing under the loan documents, including those arising over the 35-day period. ]

**Your right to re-instatement**

After acceleration, you will have the right to reinstate only by complying with the specific requirements set forth in your Mortgage and pursuant to FLA law. You may have the right in any foreclosure action to assert the nonexistence of default or to raise other defences to the acceleration or foreclosure.

**If your loan was not originated by TD Bank N.A.**

Applicable law requires that we inform you of the name of the mortgage broker or mortgage loan originator if that person was not employed by TD Bank, N.A. or not employed by such other lender who may have originated your loan. If this requirement applies to your loan, the name of such person will appear here: RIVERSIDE NATIONAL BANK OF FLORIDA

This is an attempt to collect a debt. Any information obtained will be used for that purpose.

**IMPORTANT NOTICE:** PLEASE BE ADVISED THAT TD BANK, N.A. HAS NOT RECEIVED ANY NOTICE (ACTUAL, CONSTRUCTIVE, OR OTHERWISE) INDICATING THAT ANY RECIPIENT HEREOF IS SUBJECT TO THE AUTOMATIC STAY OF SECTION 362 OF THE BANKRUPTCY CODE, 11 U.S.C. § 362, OR HAS RECEIVED A DISCHARGE UNDER APPLICABLE FEDERAL BANKRUPTCY LAWS.

IF ANY RECIPIENT HEREOF HAS RECEIVED A DISCHARGE OR HAS SOUGHT RELIEF UNDER FEDERAL BANKRUPTCY LAWS, PLEASE BE FURTHER ADVISED THAT THIS LETTER CONSTITUTES NEITHER A DEMAND FOR PAYMENT OF THE ABOVE-REFERENCED ACCOUNT, NOR A NOTICE OF PERSONAL LIABILITY TO, NOR ACTION AGAINST, ANY RECIPIENT HEREOF. RATHER, THIS LETTER IS BEING FURNISHED FOR INFORMATIONAL PURPOSES ONLY.



# ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [Law Firm Duane Morris Hit with Class Action Over Alleged Mortgage Debt Collection Activity](#)

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