

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FT. LAUDERDALE DIVISION**

Case No.: _____

ROSE MARY PAOLINO and JEFFREY
PAOLINO, on behalf of
themselves and all others similarly situated,

Plaintiffs,

v.

PNC BANK, NATIONAL ASSOCIATION,
and JAMES E. ALBERTELLI, P.A., d/b/a
ALAW,

Defendants.

CLASS ACTION COMPLAINT

Plaintiffs, Rose Mary Paolino and Jeffrey Paolino (hereinafter “Plaintiffs” collectively), on behalf of themselves and all others similarly situated, file this action against Defendant, PNC Bank, National Association (“PNC”) and James E. Albertelli, P.A., d/b/a ALAW (“Albertelli Law”) (hereinafter “Defendants” collectively) for their violations of the Florida Consumer Collection Practices Act § 559.55 *et seq.* (“FCCPA”), and the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601, *et seq.* (“RESPA”). In support, Plaintiffs allege the following:

INTRODUCTION

1. Plaintiffs and Class Members are Florida homeowners whose home loans have been in default. PNC is the servicer and collector of Plaintiffs’ and Class Members’ mortgage loan debts. Albertelli Law acts as PNC’s agent and representative in collecting mortgage loan debts PNC has serviced.

2. At all times material, PNC and Albertelli law have each routinely and systematically mailed reinstatement quotes under the letterhead of Albertelli Law that list the total amounts homeowners, including Plaintiffs and Class Members, must pay to reinstate their loans.

3. These reinstatement amounts have routinely included “estimated” fees PNC and Albertelli Law each expects to incur but has *not* actually incurred, ranging from estimated attorney’s fees to a “Co. Clerk LP Release Estimate,” to estimated wire charges.

4. But “estimated” fees and Defendants’ conduct regarding them are unlawful. The uniform mortgage instruments of Plaintiffs and Class Members only authorize charges for fees actually incurred for services actually performed. Also, RESPA requires mortgage servicers to provide mortgage information that is accurate, clear, and conspicuous, which the reinstatement quote letters PNC sends borrowers imposing nebulous fee estimates, are not.

5. The FCCPA prohibits enforcement of a debt when a person knows the debt is not legitimate or asserts the existence of a legal right that is known not to exist. PNC and Albertelli Law each knew imposing “estimated fees” was illegal, and those fees could not be imposed on Plaintiffs and Class Members. Nevertheless, PNC and Albertelli Law each has continued to collect “estimated” fees via form letters based on reinstatement quotes from Albertelli Law.

6. For the foregoing conduct as detailed more fully below, Plaintiff brings three counts: Count I and Count II against PNC and Albertelli Law for their respective violations of the FCCPA, and Count III against PNC for its violation of RESPA. Defendants individually and in concert violated Plaintiffs’ and Class Members’ substantive rights under these statutes, causing Plaintiffs and the putative Class Members cognizable injuries, giving rise to this action for statutory damages under them.

PARTIES

7. Plaintiffs, Rose Mary Paolino and Jeffrey Paolino, are natural persons and consumers who reside and own a home in this District. They are citizens of Florida. They have taken out a mortgage loan on a home memorialized by the standardized Fannie Mae/Freddie Mac Uniform Instrument for a single-family home.

8. Each Class Member has entered this same form instrument or a substantially and materially similar standardized mortgage instrument as Plaintiffs.

9. Defendant PNC Bank, National Association (“PNC”), is a national banking association with its main office in Delaware, where it is a citizen.

10. PNC has routinely acted a mortgage servicer and collector of mortgage loan debts in this District. And it has routinely mailed Plaintiffs and Class Members written communications imposing on them “estimated” fees to reinstate their loans on residential properties here.

11. Defendant James E. Albertelli, P.A., d/b/a ALAW (“Albertelli Law”) is a Florida for-profit professional association and citizen, with its principal offices in Jacksonville, Florida, and another main location in Tampa, Florida.

12. At all times material, Albertelli Law and PNC acting individually, and they acted jointly and in concert, in contravention of the FCCPA, and each Defendant was the agent or employee of the other for purposes of collecting consumer debts, including those of Plaintiffs and Class Members under the statute. With the authority from and on behalf of PNC and within the scope of its agency with PNC, Albertelli Law systematically and routinely prepared form reinstatement quotes mailed to Florida homeowners by PNC or Albertelli Law that imposed “estimated” fees for loans PNC had serviced.

13. To the extent any part of the imposition of “estimated” fees was not in whole or in part authorized by PNC, PNC has had full knowledge of the imposition and form reinstatement quotes and fully ratified Albertelli Law’s conduct alleged in this complaint, among other things, by systematically and routinely adopting and sending these form reinstatement quotes in letters containing those fees appearing under Albertelli Law’s letterhead to Plaintiffs and Class Members and stating the letter represented the quoted amount required to reinstate Plaintiffs’ and Class Members’ mortgage loans.

14. PNC’s and Albertelli Law’s pattern of conduct in charging Plaintiffs and Class Members “estimated” fees relating to their mortgage loans alleged throughout this complaint is the subject of this suit.

JURISDICTION AND VENUE

15. The Court has subject matter jurisdiction under 28 U.S.C. § 1331 because this action arises out of RESPA, a federal statute.

16. The Court has supplemental jurisdiction over the FCCPA claim under 28 U.S.C. § 1367, because this claim is so related to the federal RESPA claims that it forms part of the same case or controversy under Article III of the United States Constitution.

17. The Court has personal jurisdiction because each Defendant does business throughout the United States, including Florida and this District and because specific conduct and acts giving rise to this litigation occurred in this District. Also, at all times material to this action, each Defendant has maintained voluntary, continuous, and systematic contacts with Florida including local offices and operations in Florida, transacting substantial and regular mortgage servicing, foreclosure, and debt collection business in or affecting Florida, including of Plaintiffs’ loan in this District and other mortgage loans on residential properties including those of Class

Members in this District and in Florida, making it foreseeable each Defendant would be subject to this Court's jurisdiction.

18. Venue is proper in this District under 28 U.S.C. §§ 1391(b)-(c) because each Defendant is deemed to reside in any judicial district in which it is subject to personal jurisdiction at the time the action is commenced and because each Defendant's contacts with this District are sufficient to subject it to personal jurisdiction.

19. All conditions precedent to the filing of this action, if any, have been performed, have occurred, or have been waived.

20. In an attempt to amicably resolve the issues between the parties, on April 19, 2018 (PNC) and April 20, 2018 (Albertelli Law), Plaintiffs sent each Defendant a notice and cure letter attempting to resolve this dispute about its practice of charging "estimated" fees to Plaintiffs and Class Members. Each Defendant respectively ignored Plaintiffs' attempt to resolve the issues at hand. This complaint followed.

APPLICABLE LAW

I. RESPA

21. Plaintiffs' and Class Members' mortgage loans are "federally related mortgage loan[s]" as defined in 12 U.S.C. § 2602(1) and 12 C.F.R. § 1024.2(b).

22. RESPA imposes certain obligations on mortgage servicers including PNC to provide information to borrowers regarding their mortgage loans. 12 U.S.C. § 2605. In 2013, the CFPB enacted new regulations implementing specific provisions under RESPA and the Dodd-Frank Act concerning mortgage loan servicers including, but not limited to, certain requirements for responding to a written request for information concerning a borrower's mortgage loan. *See* 12 C.F.R. § 1024.36 *et seq.*; Public Law 111-203, 124 Stat. 1376 (2010).

23. Under RESPA, a servicer, including PNC, of a federally related mortgage loan “shall not . . . fail to comply with any other obligation found by the Bureau of Consumer Financial Protection, by regulation, to be appropriate to carry out the consumer protection purposes of” RESPA. 12 U.S.C. § 2605(k)(1)(E).

24. RESPA requires mortgage services, including PNC, to make certain disclosures to borrowers and respond with information upon their requests. *See* 12 USC § 2605.

25. RESPA’s mortgage servicing regulations require servicers like PNC to respond in writing to a borrower’s written request for information and provide responsive information that is “clear and conspicuous.” 12 CFR § 1024.32(a)(1).

26. RESPA also requires a servicer like PNC to maintain policies and procedures that are reasonably designed to ensure that the servicer can provide a borrower with “accurate and timely disclosures . . . as required by this subpart or other applicable law” and “[p]rovide a borrower with accurate and timely information and documents in response to the borrower's requests for information with respect to the borrower's mortgage loan.” 12 C.F.R. 1024.38(a)(b)(1)(i),(iii).

II. FCCPA

27. The purpose of the FCCPA is to “provide the consumer with the most protection possible.” *LeBlanc v. Unifund CCR Partners*, 601 F.3d 1185, 1192 (11th Cir. 2010) (citing § 559.552, Fla. Stat.).

28. The FCCPA prohibits persons, including Albertelli Law and PNC, from engaging in certain abusive practices in the collection of consumer debts. *See generally* § 559.72, Fla. Stat.

29. Specifically, the FCCPA states that no person, including Albertelli Law and PNC, shall “claim, attempt, or threaten to enforce a debt when such person knows that the debt is not

legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.” § 559.72(9), Fla. Stat.

FACTUAL ALLEGATIONS RELATING TO PLAINTIFFS

30. Approximately May 14, 2003, Plaintiffs purchased a home in Parkland, Florida through a loan from National City Mortgage Co. d/b/a Commonwealth United Mortgage Company, secured by a mortgage on the property. A copy of Plaintiffs’ mortgage loan agreement is attached as **Exhibit A**. A copy of their mortgage note is attached as **Exhibit B**. The mortgage loan agreement is a Fannie Mae/Freddie Mac Uniform Instrument for Florida.

31. On June 9, 2004, National City Mortgage Co. recorded an Assignment of Mortgage assigning Plaintiffs’ Mortgage Agreement and Mortgage Note to Deutsche Bank Trust Company Americas as Trustee for Residential Accredited Loans, Inc. Mortgage Asset-Backed Passthrough Certificates, Series 2003-QS15 (“Deutsche”). *See Exhibit C*.

32. Approximately November 1, 2011, Plaintiffs allegedly defaulted on their loan. Plaintiffs assert the alleged default was due to payment processing errors by the mortgage servicer. The matter was resolved with a modification of their loan.

33. On October 1, 2008, National City Mortgage Co. merged into and with National City Bank. Thereafter, National City Bank Merged with and into PNC. A copy of the State of Ohio’s Certification of Merger and related paperwork is collected in **Exhibit D**.

34. On or around July 1, 2015, Plaintiffs allegedly defaulted on their loan. Plaintiffs assert the alleged default was due to payment processing errors by the mortgage servicer.

35. On or around October 14, 2015, Deutsche recorded an Assignment of Mortgage assigning the Plaintiffs’ Mortgage Agreement and Mortgage Note to National City Mortgage Co. a/k/a National City Mortgage aka PNC. *See Exhibit E*.

36. When Plaintiffs learned of the Payment Processing Errors, they attempted to resolve the payment processing error, but PNC refused to do so.

37. On or about June 1, 2016, J & M Advocacy Group, on behalf of Plaintiffs, sent a written request for information to PNC requesting the amount Plaintiffs had to pay to reinstate their loan. The Letter is attached as **Exhibit F**.

38. PNC received the letter and responded with a letter dated June 16, 2016, which is attached as **Exhibit G**.

39. PNC's letter incorporated a reinstatement quote from Albertelli Law. *Id.*

40. Immediately below the heading on the reinstatement quote, the letter advised:

WE MAY BE CONSIDERED A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

Id. (emphasis in original).

41. On the first page of the quote incorporated into the letter, PNC, and Albertelli Law on PNC's behalf, required Plaintiffs to pay \$49,565.24 to reinstate their loan. *Id.* The letter specified, "[t]his letter responds to your request for a Reinstatement of the above referenced loan. As of the date of this letter the amount required to cure your delinquency is \$49,565.24**." *Id.* It continued: "This reinstatement quote is good thru 06/23/2016. If you reinstate this loan in full by the good through date, we estimate the reinstatement amount to be itemized as listed on the next page." *Id.*

42. On the second page of the quote, each Defendant included the following table, itemizing the "estimated" fees, included in the total amount each Defendant demanded:

Total Payments – 12	\$42,525.60
Property Inspections	\$105.00
Escrow Shortage	\$1,253.14
Corporate Advance	\$5,218.50
Outstanding Attorney Fees and Costs	
Attorney Fees Co. Hearing Dismiss Estimate	\$250.00
Title Add'l	\$63.00
Co. Clerk LP Release Estimate	\$25.00
Dismissal Prep Fee	\$125.00
TOTAL Good Through 06/23/2016	\$49,565.24**

***There is important information at the end of this letter regarding estimates of escrow advances, fees, and costs. Please read carefully.**

WE SUGGEST THAT YOU CONTACT ALBERTELLI LAW AT THE ADDRESS OR TELEPHONE NUMBER ON THIS LETTER TO VERIFY THE EXACT AMOUNT NECESSARY TO REINSTATE/PAYOFF YOUR LOAN NO MORE THAN THREE BUSINESS DAYS BEFORE YOU MAKE ANY PAYMENT.

43. All of the foregoing fees labeled “Attorney Fees Co. Hearing Dismiss Estimate” for \$250.00, “Dismissal Prep Fee” for \$125.00,” “Co. Clerk LP Release Estimate” for \$25.00,” and “Corporate Advance” charges were estimates PNC and Albertelli Law each expected to incur but had *not* actually incurred.

44. To confuse matters further, the letter threatens that failure to pay the total amount demanded including these estimates “today,” may increase “the amount owed,” and “[t]he reinstatement amount may increase because of additional interest and late charges as well as legal fees and costs that are incurred as additional steps in the foreclosure proceed [sic].” *Id.* (emphasis added).

45. The sentence marked by the asterisk below the table quoted above, does not refer to a specific paragraph explaining the fees. The only paragraph below the table and preceded by an asterisk reads,

***IMPORTANT:** If your reinstatement amount tendered is less than the total amount due on the date of your payment, the lender or servicer reserves the right to reject your payment and continue with the legal process.

46. Nowhere in the letter does either PNC or Albertelli Law state it will return any of the estimated amounts if paid by Plaintiffs but not incurred by PNC or Albertelli Law.

47. PNC and Albertelli Law each provided no information or explanation concerning the \$5,218.50 charge labeled “Corporate Advance” either.

48. The letter nowhere specifies how these “estimated” fees were calculated, whether they may be disputed, or what provision of the uniform mortgage loan instrument gives rise to them.

49. To make matters worse, PNC and Albertelli Law, acting individually, and acting jointly and in concert, imposed these “estimated” fees despite that the uniform mortgage instrument Plaintiffs executed specifically only authorizes fees that are incurred and disbursed for services actually performed in connection with a default on the loan. *See* Exhibit A at ¶ 9 (borrower pays for expenses “disbursed by Lender”), ¶ 14 (borrower pays fees for “services performed”), ¶ 19 (borrower pays Lender for “expenses incurred”); and ¶ 22 (“expenses incurred”).

DEFENDANTS’ UNIFORM COURSE OF CONDUCT

50. Plaintiffs’ experience is not unique. As with Plaintiffs, PNC has regularly serviced and collected on the home mortgage debts of Class Members defined below, and PNC has routinely and systematically charged Class Members “estimated” fees via standardized reinstatement quotes PNC or Albertelli Law mailed them when Plaintiffs’ and Class Members’ loans were in default.

51. As with Plaintiffs, Albertelli Law has routinely and systematically provided Class Members reinstatement quotes incorporated into letters mailed to Class Members and imposing “estimated” fees with the authority from and on behalf of PNC and within the scope of its agency with PNC.

52. Upon information and belief, PNC and Albertelli Law each track or are able to track its respective general business practices as they relate to each member of the Class, including Plaintiffs, electronically, and each maintains electronic records that are searchable regarding the loans and debts each respectively collects and the “estimated” fees each respectively imposes and collects.

53. Upon information and belief, PNC and Albertelli Law each track or are able to track via electronic records homeowners’ written requests for information and reinstatement quotes.

54. Upon information and belief, PNC also maintains searchable electronic records of the loans it services including the relevant loans of Plaintiffs and Class Members alleged here.

55. Each Class Member like each Plaintiff has executed the standardized Fannie Mae/Freddie Mac Uniform Instrument for a single-family home, or a substantially and materially similar standardized mortgage instrument, which, as stated above, only authorizes fees that are incurred and disbursed for services actually performed in connection with a default on the loan.

56. As with Plaintiffs, each Class Member was mailed, as a matter of routine and general business practice, a reinstatement quote based on a standardized form under the letterhead of Albertelli Law, sent by mail by PNC directly or through Albertelli Law acting as agent for PNC. These form letters each uniformly included preprinted texts containing materially similar language,

- a. Stating “We May Be Considered a Debt Collector;”
- b. Representing an amount required be tendered to cure the loan deficiency, with the threat that failure to pay the total amount demanded including “estimated” fees “today” may increase the amount owed and lead to other fees;

- c. Representing an amount required be tendered to cure the loan deficiency followed later in the letter by a table showing a “TOTAL” amount due, consisting of an array of estimated fees and charges referred to over two pages that must be remitted to reinstate the mortgage loan;
- d. Demanding that any “estimated” fees must be remitted to reinstate the loan;
- e. Omitting information enabling Plaintiffs and Class Members to determine the minimum amount each will need to pay to reinstate the mortgage at any given moment in the future, and an explanation of the “estimated” fees required; and,
- f. Omitting information explaining how “estimated” fees were calculated, whether they may be disputed, what provision of the uniform mortgage loan instrument gives rise to them, and whether any “estimated” fees paid but not incurred may be returned.

57. ***Defendants’ Knowledge.*** Moreover, each Defendant systematically made these demands for “estimated” fees in form letter as part of the total amounts due from Plaintiffs and Class Members to reinstate their loans, *when it knew* respectively these were not legitimate debts and fees and that it had no lawful right to collect them.

58. PNC maintains electronic records of the actual costs and fees associated with each borrower’s loan, including the loans of Plaintiffs and Class Members. Upon information and belief, Albertelli Law has access to that information, including its own costs and expenses in collecting mortgage loan debts.

59. PNC is a sophisticated mortgage loan servicer with compliance officers monitoring changes in the law and knowing the terms of mortgages it services and the statuses of debts and periodic payments it collects on them. Albertelli Law is highly experienced in debtor/creditor law,

collections, and mortgage law and knew about changes in the law and knew the terms of mortgage instruments whose debts it collects and enforces and the statuses of debts it states in reinstatement quotes under its letterhead either it or PNC has mailed to borrowers.

60. Nevertheless, PNC and Albertelli Law acting individually, and acting jointly and in concert, imposed “estimated” fees when the uniform mortgage instruments Plaintiffs and Class Members executed specifically only authorize fees that are incurred and disbursed for services actually performed in connection with a default on the loan. *See, e.g.*, Exhibit A at ¶ 9 (borrower pays for expenses “disbursed by Lender”), ¶ 14 (borrower pays fees for “services performed”), ¶ 19 (borrower pays Lender for “expenses incurred”); and ¶ 22 (“expenses incurred”).

61. Indeed, well before the reinstatement letters at issue, the Eleventh Circuit held that the collection of “estimated” fees was illegal, because the mortgage instruments only allowed for fees actually incurred by the debt collector or servicer. The Eleventh Circuit reversed the district court’s grant of summary judgment on the FCCPA claim, opining, among other things, that the defendants were not permitted to charge “estimated” fees that had not yet incurred in their reinstatement of loan letter. *Prescott v. Seterus, Inc.*, 635 Fed. Appx. 640, 647 (11th Cir. 2015) (“[The defendants] violated the...FCCPA by charging [the plaintiffs] estimated attorney’s fees that they had not agreed to pay in the security agreement.”).

62. Well before the reinstatement letters at issue, the media and trade publications consistently warned the industry against including estimated fees in reinstatement of loan letters, particularly those in the Eleventh Circuit where *Prescott* is binding precedent. Some of those industry warnings include the following:

- a. *11th Circuit Finds Lender Violated FDCPA And Florida Law, Reverses Ruling*, Lexis Legal News (Dec. 7, 2015) (“The appeals court found that Seterus violated the FDCPA and the FCCPA by charging Prescott estimated attorney fees and refused to affirm the District Court’s decision.”).

- b. *Eleventh Circuit Issues Stern Warning Against Inclusion of Estimated Fees and Costs in Reinstatement Quotes*, USFN (Jan. 4, 2016) (“The Prescott decision should cause any lender, loan servicer, or law firm that provides reinstatement quotes and/or figures to borrowers to examine its practices and procedures in order to determine whether or not information being provided to borrowers in reinstatement situations could potentially constitute a FDCPA violation (or a violation of state consumer protection law, such as the FCCPA). The Eleventh Circuit has sent a clear message to the financial services industry . . .”).
- c. *Recent Eleventh Circuit Reversal Sparks Upward Trend in Estimated-Fee FDCPA Litigation*, Lenderlaw Watch (Feb. 9, 2016) (“Concluding that the payoff quote was a demand for payment, [the Eleventh Circuit] held that the inclusion of fees that had not yet been incurred (even if expressly designated as such) was a demand for compensation not permitted by the plaintiff’s mortgage agreement. . . . [L]oan servicers should consider the impact of *Prescott* on their communications with borrowers.”).
- d. *News Alert: FDCPA Violations for Estimated Fees and Costs in Reinstatement and Payoff Quotes*, Potestivo & Associates (April 15, 2016) (“The recent Appellate Court decision in *Prescott, v. Seterus, Inc.* . . . has gained nationwide notice. Although the decision is only binding on the Eleventh Circuit, it has opened the door and neatly laid the ground work for other jurisdictions to give similar rulings in the future. Consequently, it is important for servicers and attorneys to be informed and proactive regarding their decisions when it comes to estimated fees and costs in reinstatement and payoff quotes.”).
- e. *A Violation of the FDCPA – Estimating Attorney’s Fees in Reinstatement Figures*, Legal League 100 Quarterly (Q2 2016) (“The federal courts have recently held that lenders may only charge for fees and expenses already incurred.”).

63. Additionally, the CFPB has received over 4,716 complaints concerning PNC’s improper loan servicing practices, many involving similar complaints regarding requests for debt not actually owed.¹

¹ See <https://www.consumerfinance.gov/data-research/consumer-complaints/search/?company=PNC%20Bank%20N.A.&from=0&product=Mortgage&product=Mortgage%E2%80%A2Other%20mortgage&product=Mortgage%E2%80%A2Conventional%20fixed%20mortgage&product=Mortgage%E2%80%A2Home%20equity%20loan%20or%20line%20of%20credit&product=Mortgage%E2%80%A2FHA%20mortgage&product=Mortgage%E2%80%A2Conventional%20adjustable%20mortgage%20%28ARM%29&product=Mortgage%E2%80%A2Conventional%20home%20mortgage&product=Mortgage%E2%80%A2Home%20equity%20loan%20or%20line%20of%20credit%20%28HELOC%29&product=Mortgage%E2%80%A>

64. *The Common Injury.* The FCCPA and RESPA respectively create shared, substantive statutory rights for Plaintiffs and Class Members.

65. The FCCPA creates a private right of action. *See* § 559.77, Fla. Stat. By the FCCPA the Florida Legislature created shared, substantive statutory rights of Plaintiffs and Class Members to be enforced privately, including, but not limited to, the rights to be protected from collection of their debts by (a) persons who know that the debts they are attempting collect from them are not legitimate or (b) persons that assert the existence of some legal right *vis-à-vis* their debts when such person knows that the right does not exist. §§ 559.72, 559.72(9), 559.77, Fla. Stat.

66. PNC and Albertelli Law acting individually, and acting jointly and in concert, imposed and represented in form letters “estimated” fees and total amounts demanded incorporating them, and in doing so, each Defendant violated the shared substantive rights of Plaintiffs and Class Members under the FCCPA, because in those letters PNC and Albertelli Law each attempted to collect debts when each one knew respectively,

- a. It had no legal right to collect them because the debts were not legitimate under the terms of Plaintiffs’ and Class Members’ mortgage instruments; and,
- b. It had no legal right to collect them because the debts were not legitimate under controlling law.

[2VA%20mortgage&product=Mortgage%E2%80%A2Other%20type%20of%20mortgage&product=Mortgage%E2%80%A2Second%20mortgage&product=Mortgage%E2%80%A2Reverse%20mortgage&product=Consumer%20Loan&product=Consumer%20Loan%E2%80%A2Vehicle%20loan&product=Consumer%20Loan%E2%80%A2Installment%20loan&product=Consumer%20Loan%E2%80%A2Personal%20line%20of%20credit&product=Consumer%20Loan%E2%80%A2Title%20loan&product=Consumer%20Loan%E2%80%A2Pawn%20loan&product=Consumer%20Loan%E2%80%A2Vehicle%20lease&searchField=all&searchText=&size=25&sort=create_date_desc.](#) (Accessed May 14, 2018).

67. RESPA also creates a private cause of action. 12 U.S.C. § 2605(f); 12 U.S.C. § 2614. A violation of the rules implementing the statute, Title 12, Part 1024, Code of Federal Regulations, violates RESPA. 12 U.S.C. § 2605(k)(1)(E).

68. By RESPA and its rules, Congress created shared, substantive statutory rights of Plaintiffs and Class Members to be enforced privately, including, but not limited to, the right to receive responsive information containing accurate, clear, and conspicuous disclosures from PNC about the fees and costs required to reinstate their mortgage loans and PNC will maintain policies and procedures for responding to requests for information that ensure accurate information is communicated to them. 12 U.S.C. § 2605(k)(1)(E); 12 CFR § 1024.32(a)(1); 12 CFR § 1024.38(b)(1)(iii).

69. At all times material to this action, PNC has routinely responded to written requests for information from borrowers, including Plaintiffs and Class Members, with form letters adopting reinstatement quotes from Albertelli Law imposing “estimated” fees and total amounts due incorporating them. As such, PNC violated the shared, substantive statutory rights of Plaintiffs and Class Members under RESPA, because the information represented in these responsive statements about these fees and the total amounts due incorporating them was neither clear, nor conspicuous, nor accurate information about their loans and the amounts due under them.

CLASS ACTION ALLEGATIONS

70. Plaintiffs ask to be designated as “Class Representatives,” and as Class Representatives bring this action under Federal Rules of Civil Procedure 23(a) and (b)(3) on behalf of all other persons similarly situated—the “Classes” or “Class Members” defined as follows:

FCCPA “Estimated” Fee Class (PNC)

Within the applicable statutes of limitation, all natural persons, (a) whose residences with addresses in Florida were mortgaged under the standardized Fannie Mae/Freddie Mac Uniform Instrument or a substantially similar standardized

residential mortgage instrument; (b) whose debts under those instruments PNC collected; and (c) whom PNC mailed a letter containing a reinstatement quote from Albertelli Law, representing total amounts due, incorporating estimated fees.

FCCPA “Estimated” Fee Class (Albertelli Law)

Within the applicable statutes of limitation, all natural persons, (a) whose residences with addresses in Florida were mortgaged under the standardized Fannie Mae/Freddie Mac Uniform Instrument or a substantially similar standardized residential mortgage instrument; (b) whose debts under those instruments Albertelli Law attempted to collect for PNC; and (c) whom Albertelli Law mailed a letter, representing total amounts due for those debts, incorporating estimated fees.

RESPA “Estimated” Fee Class (PNC)

Within the applicable statutes of limitation, all natural persons, (a) whose residences with addresses in Florida were mortgaged under the standardized Fannie Mae/Freddie Mac Uniform Instrument or a substantially similar standardized residential mortgage instrument; (b) whose scheduled periodic payments under those PNC collected and made payments of principal and interest on those loans with respect to the amounts of those payments; and (c) whom PNC in response to a written request for information mailed a letter incorporating a reinstatement quote from Albertelli Law representing total amounts due, incorporating estimated fees.

Plaintiffs and Class Members reserve the right to amend the Class definitions as discovery proceeds and to conform to the evidence. Excluded from the Classes are persons whose reinstatement letters according to PNC’s or Albertelli Law’s records were returned as undeliverable, persons whose mortgages were for commercial purposes, not for personal, family, or household purposes, and each Defendant, and any subsidiary or affiliate of each Defendant, and the directors, officers and employees of each Defendant or its subsidiaries or affiliates, and members of the federal judiciary.

71. Class Members are identifiable through each Defendant’s records and payment databases.

72. *Numerosity (Rule 23(a)(1))*. Plaintiffs allege on information and belief that the number of Class Members is so numerous that joinder of them is impractical. At this time, Plaintiffs do not know the exact number of Class Members, but the members of the Classes will

be easily ascertained through Defendants' electronic records, data, and databases. Plaintiffs' belief is bolstered by information indicating as of December 2017, PNC held \$1.8 billion in mortgage servicing rights; PNC is part of corporate structure that has purchased large pieces of distressed mortgages or merged with entities servicing those mortgages; PNC has numerous locations here; and Florida has had one of the highest foreclosure rates in the US.

73. ***Commonality (Rule 23(a)(2))***. There are common questions of law and/or fact that predominate over any questions affecting only individual members of the classes. These predominant common questions of law and/or fact include the following:

- a. Whether the Fannie Mae/Freddie Mac Uniform Instrument or a substantially similar standardized residential mortgage instrument executed by Plaintiffs and Class Members authorizes Defendants to impose "estimated" fees;
- b. Whether "estimated" fees are legitimate debts and each Defendant has a legal right to collect them under Plaintiffs' and Class Members' mortgage loan instruments, and if not whether each Defendant's imposition of "estimated" fees violated the FCCPA;
- c. Whether "estimated" fees are legitimate debts and each Defendant has a legal right to collect them under the law in this Circuit, and if not whether each Defendant's imposition of "estimated" fees violated the FCCPA;
- d. Whether the reinstatement quote letters contained clear, conspicuous, accurate information and disclosures about the fees owed and total amounts dues on Plaintiffs' and Class Members' mortgages, and if not whether PNC violated RESPA;

- e. Whether Plaintiffs and Class Members are entitled to statutory damages under the FCCPA and the amounts thereof;
- f. Whether Plaintiffs and Class Members are entitled to statutory damages under RESPA; and,
- g. Whether Plaintiffs and Class Members are entitled to attorney's fees and costs and the amounts thereof.

74. **Typicality (Rule 23(a)(3)).** The claims of the Class Representatives are typical of the claims that would be asserted by other members of the Classes in that, in proving their claims under the FCCPA and RESPA, Plaintiffs will simultaneously prove the claims of all Class Members. The rights afforded under the FCCPA and RESPA are the same for Plaintiffs and Class Members. Plaintiffs and each Class Member entered a substantially similar standardized mortgage instrument and was sent the standardized letter with reinstatement quote described above, when PNC and Albertelli Law were trying to collect a debt under that mortgage or were responding to a request for information about it. If this conduct violates the FCCPA and/or RESPA it does so not only for each Plaintiff but for each Class Member. Moreover, any statutory damages awarded under those statutes will be formulaic.

75. **Adequacy (Rule 23(a)(4)).** The Class Representatives are natural persons whose mortgaged residence is in Florida, and they have no conflicts of interest and will fairly and adequately protect and represent the interests of each member of the Classes. Additionally, the Class Representatives are fully cognizant of their responsibility as Class Representatives and have retained experienced counsel fully capable of, and intent upon, vigorously pursuing the action. Each class counsel has extensive experience in class or FCCPA and RESPA claims in this District.

76. ***Predominance and Superiority Rule 23 (b)(3)***. The common questions identified above predominate over any questions of law or fact affecting only individual members of the Classes. Moreover, class treatment is clearly superior to other available methods for the fair and efficient adjudication of this controversy.

COUNT I
(Florida Consumer Collection Practices Act § 559.72(9), Fla. Stat.)
(PNC)

77. Plaintiffs incorporate by reference paragraphs 1-20, 27-66, and 70-76 as if set forth fully herein.

78. Each Plaintiff and each Class Member was a “debtor” and “consumer” as defined by Section 559.55(8), Florida Statutes, when each purchased a home by mortgage in Florida.

79. In Section 559.72, Florida Statutes, the FCCPA mandates that “no person” shall engage in certain practices in collecting consumer debts. PNC is a “person” within the meaning of the FCCPA. *Id.*; *see also* § 1.01(3), Fla. Stat.

80. The mortgage loans of Plaintiffs and Class Members are each a “debt” under the FCCPA because each one is “an[] obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” § 559.55(6), Fla. Stat.

81. The FCCPA creates a private right of action. *See* § 559.77, Fla. Stat.

82. As stated above in Paragraphs 64-66, the Florida Legislature created shared, substantive statutory rights of Plaintiffs and Class Members to be privately enforced and protected under the FCCPA, which PNC violated. §§ 559.72, 559.72(9), 559.77, Fla. Stat.

83. Under Section 559.72, Florida Statutes,

In collecting consumer debts, no person shall:

.....

(9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.

84. Based on the foregoing allegations, PNC acting individually, and acting jointly and in concert with Albertelli Law, violated Section 559.72(9), Florida Statutes, by attempting to collect “estimated” fees, when, as stated above, PNC knew that the fees, and as a corollary, the total amounts incorporating them, were not legitimate debts.

85. Based on the foregoing allegations, PNC acting individually, and acting jointly and in concert with Albertelli Law, violated Section 559.72(9), Florida Statutes, by attempting to collect “estimated” fees, when, as stated above, PNC knew it had no legal right to collect the fees, and as a corollary, no legal right to collect the total amounts incorporating them.

86. These violations of the FCCPA caused injury to Plaintiffs and Class Members by violating the foregoing substantive FCCPA rights.

87. As a result of these violations, Plaintiffs and Class Members are entitled to statutory damages together with reasonable attorney’s fees and costs under Section 559.77, Florida Statutes.

COUNT II
(Florida Consumer Collection Practices Act § 559.72(9), Fla. Stat.)
(Albertelli Law)

88. Plaintiffs incorporate by reference paragraphs 1-20, 27-66, and 70-76 as if set forth fully herein.

89. Each Plaintiff and each Class Member was a “debtor” and “consumer” as defined by Section 559.55(8), Florida Statutes, when each purchased a home by mortgage in Florida.

90. In Section 559.72, Florida Statutes, the FCCPA mandates that “no person” shall engage in certain practices in collecting consumer debts. Albertelli Law is a “person” within the meaning of the FCCPA. *Id.*; *see also* § 1.01(3), Fla. Stat.

91. The mortgage loans of Plaintiffs and Class Members are each a “debt” under the FCCPA because each one is “an[] obligation or alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance, or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.” § 559.55(6), Fla. Stat.

92. The FCCPA creates a private right of action. *See* § 559.77, Fla. Stat.

93. As stated above in Paragraphs 64-66, the Florida Legislature created shared, substantive statutory rights of Plaintiffs and Class Members to be privately enforced and protected under the FCCPA, which Defendants violated. §§ 559.72, 559.72(9), 559.77, Fla. Stat.

94. Under Section 559.72, Florida Statutes,

In collecting consumer debts, no person shall:

.....

(9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.

95. Based on the foregoing allegations, Albertelli Law acting individually, and acting jointly and in concert with PNC, violated Section 559.72(9), Florida Statutes, by attempting to collect “estimated” fees, when, as stated above, Albertelli Law knew that the fees, and as a corollary, the total amounts incorporating them, were not legitimate debts.

96. Based on the foregoing allegations, Albertelli Law acting individually, and acting jointly and in concert with PNC, violated Section 559.72(9), Florida Statutes, by attempting to

collect “estimated” fees, when, as stated above, Albertelli Law knew it had no legal right to collect the fees, and as a corollary, no legal right to collect the total amounts incorporating them.

97. These violations of the FCCPA caused injury to Plaintiffs and Class Members by violating the foregoing substantive FCCPA rights.

98. As a result of these violations, Plaintiffs and Class Members are entitled to statutory damages together with reasonable attorney’s fees and costs under Section 559.77, Florida Statutes.

COUNT III
(Real Estate Settlement Procedures Act 12 U.S.C. § 2605(k))
(PNC Only)

99. Plaintiffs incorporate by reference paragraphs 1-26, 30-56, 64, and 67-76 as if set forth fully herein.

100. Plaintiffs’ and Class Members’ loans are “federally related mortgage loan[s]” because they are secured by first or subordinate liens residential real property designed for the occupancy of one to four families. *See* 12 U.S.C. § 2602(1).

101. RESPA defines “servicing” as “receiving any scheduled periodic payments from a borrower pursuant to the terms of any loan, including amounts for escrow accounts described in section 2609 of this title, and making the payments of principal and interest and such other payments with respect to the amounts received from the borrower as may be required pursuant to the terms of the loan.” 12 U.S.C. § 2605(i)(3).

102. RESPA defines “servicer” as the “person responsible for servicing of a loan (including the person who makes or holds a loan if such person also services the loan).” 12 U.S.C. § 2605(i)(3).

103. At all times material, PNC was a “servicer” under RESPA because it was responsible receive scheduled periodic payments from Plaintiffs and Class Members under the

terms of their mortgage instruments and made payments of principal and interest with respect to those amounts under the terms of those loans. 12 U.S.C. § 2605(i)(3).

104. RESPA is implemented by federal rules and regulations whose violations constitute violations of RESPA. Under RESPA, as a servicer of a federally related mortgage loan, PNC “shall not ... fail to comply with any other obligation found by the Bureau of Consumer Financial Protection, by regulation, to be appropriate to carry out the consumer protection purposes of this chapter.” 12 U.S.C. § 2605(k)(1)(E).

105. Rulemaking authority for RESPA was assigned to the Consumer Financial Protection Bureau (“CFPB”) under the Dodd-Frank Act. Pub. L. No. 111-203, 124 Stat. 1376, §§ 1061, 1098 (July 21, 2010); 12 C.F.R. pt. 1024 (formerly 24 C.F.R. pt. 3500).

106. In 2013, the CFPB enacted new regulations implementing specific provisions under the Dodd-Frank Act for mortgage loan servicers including, but not limited to, requirements for responding to a borrower’s written request for information concerning his or her mortgage loan. *See* 12 CFR § 1024.36 *et seq.*; Public Law 111-203, 124 Stat. 1376 (2010).

107. As stated above, Plaintiffs sent a written “request for information” to PNC concerning their mortgage loan and the amount necessary to reinstate it off. *See* 12 CFR § 1024.36.

108. PNC responded to their written request with a letter imposing “estimated” fees among an array of fees referred in two different pages, all as part of the “TOTAL” amount due they must remit to reinstate their loan.

109. PNC has at all times material likewise as a matter of routine general practice responded to Class Members’ written requests for information with the same form letter incorporating a reinstatement quote, imposing “estimated” fees among an array of fees referred in

two different pages, all as part of the “TOTAL” amount due it required them to remit to reinstate their loans.

110. But the “estimated” fees are not permitted in this Circuit and not permitted under Plaintiffs’ and Class Members’ mortgage instruments, which only authorize fees that are incurred and disbursed for services actually performed in connection with a default on the loans.

111. Also, PNC stated these fees routinely and systematically in a various array of fees in a table referred to over two pages and omitted information permitting Plaintiffs and Class Members to determine the minimum amount each will need to pay to reinstate the mortgage at any given moment in the future, an explanation of the “estimated” fees required, explaining how “estimated” fees were calculated, whether they may be disputed, what provision of the uniform mortgage loan instrument gives rise to them, and whether any “estimated” fees paid but not incurred may be returned.

112. RESPA creates a private cause of action. 12 U.S.C. § 2605(f); 12 U.S.C. § 2614.

113. As stated above in Paragraphs 64 and 67-69, by RESPA and its rules, Congress created shared, substantive statutory rights of Plaintiffs and Class Members to be enforced privately, which BANA violated. 12 U.S.C. § 2605(k)(1)(E); 12 CFR § 1024.32(a)(1); 12 CFR § 1024.38(b)(1)(iii).

114. Based on the foregoing allegations, PNC violated RESPA, when in its form letters incorporating reinstatement quotes it failed to provide information to Plaintiffs and Class Members, which was accurate, and failed to provide information in a clear and conspicuous manner. 12 U.S.C. § 2605(k)(1)(E); 12 CFR § 1024.32(a)(1); 12 CFR § 1038.32(b)(1)(iii).

115. As set forth above, PNC’s implementation of “estimated” fees has been part of a pattern and practice.

116. These violations of RESPA caused injury to Plaintiffs and Class Members by violating the foregoing substantive RESPA rights.

117. As a result of PNC's pattern and practice of committing the foregoing RESPA violations, Plaintiffs and Class Members are entitled to statutory damages together with reasonable attorney's fees and costs under 12 U.S.C. § 2605(f).

JURY DEMAND AND RESERVATION

118. Plaintiffs are entitled to and respectfully demand a trial by jury on all issues so triable.

RELIEF REQUESTED

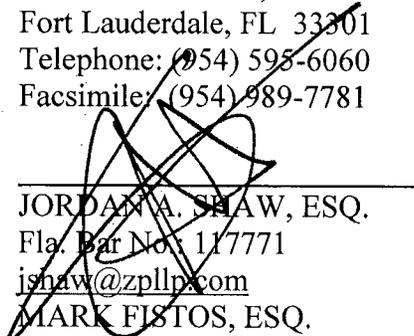
WHEREFORE Plaintiffs, on behalf of themselves and the Classes, respectfully request this Court to award against Defendants in favor of Plaintiffs and the Class all of the following:

- a. Certifying either Count I or Count II or Count III, or a combination thereof for class treatment under Federal Rules of Civil Procedure 23(a) and (b)(3), appointing each Plaintiff as a Class Representative, and appointing Plaintiffs' attorneys as counsel for the Classes;
- b. A judgment for statutory damages applicable under the FCCPA and RESPA;
- c. A judgment for costs and reasonable attorney's fees applicable under the FCCPA and RESPA; and,
- d. Any other relief for Plaintiffs and the Classes the Court deems just and proper.

Dated: June 6, 2018

Respectfully submitted,

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NATIONAL CITY MORTGAGE CO
P.O. Box 8800
Dayton, OH 45401-8800

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This document was prepared by:
STEPHANIE CLEMENTS
NATIONAL CITY MORTGAGE CO
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MORTGAGE

DEFINITIONS

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

(A) "Security Instrument" means this document, which is dated **May 14, 2003** together with all Riders to this document.

(B) "Borrower" is

ROSE MARY PAOLINO Wife and Husband **JEFFREY PAOLINO**

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is **National City Mortgage Co dba Commonwealth United Mortgage Company**

Lender is a **corporation** organized and existing under the laws of **The State of Ohio**

FLORIDA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

VMP - 6 (FL) (0005)

Page 1 of 16

Initials: *RL JM*

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is 3232 Newmark Drive, Miamisburg, OH 45342

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated May 14, 2003

The Note states that Borrower owes Lender

TWO HUNDRED FIFTY THOUSAND & 00/100 Dollars (U.S. \$ 250,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2033.

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County [Type of Recording Jurisdiction] of Broward [Name of Recording Jurisdiction]

LOT 19, BLOCK 1, PARKLAND LAKES P.U.D., A SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF DESCRIBED IN PLAT BOOK 102, AT PAGE(S) 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

Parcel ID Number:

**6820 E CYPRESSHEAD DR,
PARKLAND**

("Property Address"):

which currently has the address of

[Street]
[City], Florida 33067 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in

full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

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

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

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

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

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

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

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

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard

Initials: *RL*

or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise

Initials: *RI AM*

agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

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

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

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

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

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of

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disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument

shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

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

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

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

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

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument

and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity, or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

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

Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

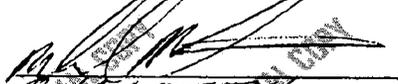
22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default;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

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

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

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

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


MICHAEL MCJOSHI


ROSE MARY PAOLINO (Seal)
-Borrower


SHARON AMELITT


JEFFREY PAOLINO (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

(Seal)
Borrower

(Seal)
Borrower

(Address)

(Address)

(Seal)
-Borrower

(Seal)
-Borrower

(Address)

(Address)

STATE OF FLORIDA

Broward

County ss:

The foregoing instrument was acknowledged before me this

14 *May* *2003* by

Rosa Mary Paolena + Jeffrey Paolena

who is personally known to me or who has produced

drivers license as identification.

Notary Public

Michael McIntosh
Commission # 00859460
Expires Sep. 14, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **14th** day of **May 2003** and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **National City Mortgage Co dba Commonwealth United Mortgage Company** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6820 E CYPRESSHEAD DR, PARKLAND, Florida 33067

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in

(the "Declaration"). The Property is a part of a planned unit development known as **CYPRESSHEAD**

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration, (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Form 3150 1/01

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

UMP-7R (0008)

Initials: 

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

(Seal)
-Borrower

Rose Mary Paolino

ROSE MARY PAOLINO (Seal)
-Borrower

(Seal)
-Borrower

Jeffrey Paolino

JEFFREY PAOLINO (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

15-205262



NOTE

May 14, 2003
[Date]

CORAL SPRINGS
[City]

FL
[State]

6820 E CYPRESSHEAD DR, PARKLAND, Florida 33067
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 250,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is National City Mortgage Co dba Commonwealth United Mortgage Company

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

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

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

I will make my monthly payment on the 1st day of each month beginning on July 1st 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on June 1 2033, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at National City Mortgage Co, P O Box 17677, Baltimore, MD 21297-1677 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,478.85

4. BORROWER'S RIGHT TO PREPAY

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

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

FLORIDA FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT



5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

11. DOCUMENTARY TAX

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

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

Rose Mary Paolino

ROSE MARY PAOLINO

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PAY TO THE ORDER OF
Trustee
Americas as
Deutsche Bank Trust Company
WITHOUT RECOURSE
Residential Funding Corporation

BY *Judy Faber*
Judy Faber, Vice President

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

**PAY TO THE ORDER OF
RESIDENTIAL FUNDING CORPORATION**

**WITHOUT RECOURSE
NATIONAL CITY MORTGAGE CO.**

DBA COMMONWEALTH UNITED MORTGAGE COMPANY

Linda McKenzie
LINDA MCKENZIE
DELIVERY SHIPPER

[Sign Original Only]

10

After Recording Return To:
PIELLE MANAGEMENT CORPORATION
ASSIGNMENT JOB #90815
P.O. BOX 30014
RENO, NV 89502-3014
(775) 827-9600

Loan Number: 0002297462

09-011 **ASSIGNMENT OF MORTGAGE AND PROMISSORY NOTE**
FOR VALUE RECEIVED, National City Mortgage Co., an Ohio Corporation, 3232 Newmark Drive, Miamisburg, Ohio 45342 (NCMC), hereby sells, transfers, sets over, and assigns to:

See back for legal

8432600
2727

Deutsche Bank Trust Company Americas as Trustee
3 Park Plaza, Sixteenth Floor, Irvine, CA 92614-8539

NCMC's entire right, title, and interest in and to the following described mortgage (the Mortgage) and promissory note (the Promissory Note) which are dated May 14, 2003, and are in the original principal amount of \$ 250,000.00. The Mortgage is described and identified by the following name (s) of the mortgagor (s), instrument number, and/or book number as recorded in Broward County Florida State:

Mortgagor (s) ROSE MARY PAOLINO Instrument Number wife and husband Book & Page 35215/1896
JEFFREY PAOLINO

Tax ID 4741-35-02-0190
IN TESTIMONY WHEREOF, said National City Mortgage Co., has hereunto set its hands this 30 day of June 2003

WITNESS:
Ashley Brown
Vanessa Nagle

NATIONAL CITY MORTGAGE CO. ***
By: Linda McKenzie
Name: LINDA MCKENZIE
Title: DELIVERY SHIPPER

State of OHIO)
) SS:
County of MONTGOMERY)
On this 30 day of June, 2003

before me, the undersigned, a Notary Public in and for said County and State, personally appeared LINDA MCKENZIE the DELIVERY SHIPPER for and on behalf of National City Mortgage Co., and duly authorized to do so acknowledged the execution of the foregoing Assignment of Mortgage and Promissory Notes as its voluntary act and deed for the uses and purposes herein contained.

P. Sharon Derringer
P. SHARON DERRINGER
Notary Public

My Commission Expires: 08/31/03 My County of Residence: MONTGOMERY
This Instrument Prepared by: NATIONAL CITY MORTGAGE CO.
Return to: National City Mortgage Co.



3232 NEWMARK DRIVE
MIAMISBURG, OH 45342
Prepared by Linda McKenzie
Title: Delivery Shipper
Phone: 1-800-822-5626

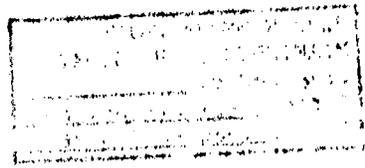
*** DBA COMMONWEALTH UNITED MORTGAGE COMPANY



4727
8432646
PAOLINO ROSEY

N
N

LOT 19, BLOCK 1, PARKLAND LAKES P.U.D., A SUBDIVISION ACCORDING
TO THE PLAT OR MAP THEREOF DESCRIBED IN PLAT BOOK 102, AT
PAGE(S) 44, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.



Doc ID -->

200827502122



DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
10/01/2008	200827502122	MERGED OUT OF EXISTENCE (MEX)	125.00	300.00	.00	105.00	.00

Receipt

This is not a bill. Please do not remit payment.

CORPORATION SERVICE COMPANY
ATTN: LISA VAIDO
887 SOUTH HIGH STREET
COLUMBUS, OH 43206

**STATE OF OHIO
CERTIFICATE**

Ohio Secretary of State, Jennifer Brunner

1500343

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

NATIONAL CITY MORTGAGE CO.

and, that said business records show the filing and recording of:

Document(s)

MERGED OUT OF EXISTENCE

Document No(s):

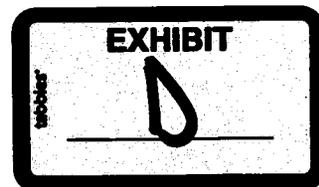
200827502122



United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of
the Secretary of State at Columbus,
Ohio this 1st day of October, A.D.
2008.

Ohio Secretary of State





Prescribed by:

The Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.sos.state.oh.us
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the following:	
<input checked="" type="radio"/> Expedite	P.O. Box 1390 Columbus OH 43216
*** Requires an additional fee of \$100 ***	
<input type="radio"/> Non Expedite	P.O. Box 1329 Columbus OH 43216

CERTIFICATE OF MERGER
Filing Fee \$125.00
(154-MER)

In accordance with the requirements of Ohio law, the undersigned corporations, banks, savings banks, savings and loan, limited liability companies, limited partnerships and/or partnerships with limited liability, desiring to effect a merger, set forth the following facts.

I. SURVIVING ENTITY

A. The name of the entity surviving the merger is: National City Bank

B. Name Change: As a result of this merger, the name of the surviving entity has been changed to the following:

(Complete only if name of surviving entity is changing through the merger)

C. The surviving entity is a: (Please check the appropriate box and fill in the appropriate blanks)

- Domestic (Ohio) For-Profit Corporation, charter number _____
- Domestic (Ohio) Nonprofit Corporation, charter number _____
- Foreign (Non-Ohio) For-Profit Corporation incorporated under the laws of the state/country of _____ and licensed to transact business in the state of Ohio under license number _____
- Foreign (Non-Ohio) For-Profit Corporation incorporated under the laws of the state/country of United States and NOT licensed to transact business in the state of Ohio
- Foreign (Non-Ohio) Nonprofit Corporation under the laws of the state/country of _____ and licensed to transact business in the state of Ohio under license number _____
- Foreign (Non-Ohio) Nonprofit Corporation under the laws of the state/country of _____ and NOT licensed to transact business in the state of Ohio
- Domestic (Ohio) For-Profit Limited Liability Company, with registration number _____
- Domestic (Ohio) Nonprofit Limited Liability Company, with registration number _____
- Foreign (Non-Ohio) For-Profit Limited Liability Company organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____
- Foreign (Non-Ohio) For-Profit Limited Liability Company organized under the laws of the state/country of _____ and NOT registered to do business in the state of Ohio
- Foreign (Non-Ohio) Nonprofit Limited Liability Company organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____
- Foreign (Non-Ohio) Nonprofit Limited Liability Company organized under the laws of the state/country of _____ and NOT registered to do business in the State of Ohio
- Domestic (Ohio) Limited Partnership, with registration number _____

RECEIVED
SECRETARY OF STATE
2008 OCT -1 PM 3:28
CLIENT SERVICE CENTER

- Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____
- Foreign (Non-Ohio) Limited Partnership organized under the laws of the state/country of _____ and NOT registered to do business in the state of Ohio
- Domestic (Ohio) Partnership Having Limited Liability, with the registration number _____
- Foreign (Non-Ohio) Partnership Having Limited Liability organized under the laws of the state/country of _____ and registered to do business in the state of Ohio under registration number _____
- Foreign (Non-Ohio) Partnership Having Limited Liability organized under the laws of the state/country of _____ and NOT registered to do business in the state of Ohio
- General Partnership NOT registered with the state of Ohio

II. MERGING ENTITY

The name, charter/license/registration number, type of entity, state or country of incorporation or organization, respectively, of which is the entities merging out of existence are as follows: (If this is insufficient space to reflect all merging entities, please attach a separate sheet listing the merging entities).

Name/Charter, License or Registration Number	State/Country of Organization	Type of Entity
National City Mortgage Co. (1500343)	Ohio	Corporation
_____	_____	_____
_____	_____	_____
_____	_____	_____

III. MERGER AGREEMENT ON FILE

The name and mailing address of the person or entity from whom/which eligible persons may obtain a copy of the agreement of merger upon written request:

Catherine B. Wexler	1900 East Ninth Street, Loc. 01-2174	
Name	Street Address / P. O. Box Address	
Cleveland	OH	44114
City	State	Zip Code

IV. EFFECTIVE DATE OF MERGER

This merger is to be effective on October 1, 2008 (if a date is specified, the date must be a date on or after the date of filing; the effective date of the merger cannot be earlier than the date of filing. If no date is specified, the date of filing will be the effective date of the merger).

V. MERGER AUTHORIZED

Each constituent entity has complied with all of the laws under which it exists and the laws permit the merger. The agreement of merger is authorized on behalf of each constituent entity and that each person who signed the certificate on behalf of each entity is authorized to do so.

VI. STATUTORY AGENT

If the surviving entity is a foreign entity NOT licensed to transact business in this state, the name and address of statutory agent upon whom any process, notice or demand may be served is:

CSC-Lawyers Incorporating Service

(Corporation Service Company)

50 West Broad Street, Suite 1800

Name

Mailing Address

Columbus

Ohio 43215

City

Zip Code

If the agent is an individual and using a P.O. Box, check this box to certify the agent is a resident of the state of Ohio.

VII. STATEMENT OF MERGER

Upon filing, or upon such later date as specified herein, the merging entity/entities listed herein shall merge into the listed surviving entity.

VIII. AMENDMENTS

In the case of a merger into a domestic corporation, limited liability company, or limited partnership, any amendments to the articles of incorporation, articles of organization, or certificate of limited partnership of the surviving domestic entity shall be filed with the certificate of merger.

Amendments are attached

No Amendments

IX. REQUIREMENTS OF CORPORATIONS MERGING OUT OF EXISTENCE

If a domestic or foreign corporation licensed to transact business in this state is a constituent entity and the surviving or new entity resulting from the merger is not a domestic or foreign corporation that is to be licensed to transact business in this state, the certificate of merger or consolidation shall be accompanied by the affidavits, receipts, certificates, or other evidence required by division (G) of section 1702.47 of the Revised Code, with respect to each domestic corporation, and by the affidavits, receipts, certificates, or other evidence required by division (C) or (D) of section 1703.17 of the Revised Code, with respect to each foreign constituent corporation licensed to transact business in this state.

X. QUALIFICATION OR LICENSURE OF FOREIGN SURVIVING ENTITY

A. The listed surviving foreign entity desires to transact business in Ohio as a foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability, and hereby appoints the following as its statutory agent upon whom process, notice or demand against the entity may be served in the state of Ohio. The name and complete address of the statutory agent is:

Name

Mailing Address

City

Ohio

Zip Code

If the agent is an individual and using a P.O. Box, check this box to certify the agent is a resident of the state of Ohio.

The subject surviving foreign corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability irrevocably consents to service of process on the statutory agent listed above as long as the authority of the agent continues, and to service of process upon the Secretary of State of Ohio if the agent cannot be found, if the corporation, bank, savings bank, savings and loan, limited liability company, limited partnership, or partnership having limited liability fails to designate another agent when required to do so, or if the foreign corporation's, bank's, savings bank's, savings and loan's, limited liability company's, limited partnership's or partnership having limited liability's license or registration to do business in Ohio expires or is canceled.

B. The qualifying entity also states as follows: (Complete only if applicable)

1. Foreign Notice Under Section 1703.031

(If the qualifying entity is a foreign bank, savings bank, or savings and loan, then the following information must be completed.)

(a) The name of the Foreign Nationality/Federally chartered bank, savings bank, or savings and loan association is:

(b) The name(s) of any Trade Name(s) under which the corporation will conduct business:

(c) The location of the main office (non-Ohio) shall be:

Street Address / P.O. Box Address

City County State Zip Code

(d) The principal office location in the state of Ohio shall be:

Street Address / P.O. Box Address

City County State Ohio Zip Code

(If there will not be an office in the state of Ohio, please list none)

(e) The corporation will exercise the following purpose(s) in the state of Ohio:
(Please provide a brief summary of the business to be conducted; a general clause is not sufficient.)

2. Foreign Qualifying Limited Liability Company under section 1708.54

(If the qualifying entity is a foreign limited liability company, the following information must be completed.)

(a) The name of the For-Profit or Nonprofit limited liability company in its state of organization/registration is:

(b) The name under which the limited liability company desires to transact business in Ohio (if different from its home state name) is:

(c) The limited liability company was organized or registered on _____
under the laws of the state/country of _____

(d) The address to which interested persons may direct requests for copies of the articles of organization, operating agreement, bylaws, or other charter documents of the company is:

Street Address/ P.O. Box Address

City State Zip Code

3. Foreign Qualifying Limited Partnership under section 1782.49
(If the qualifying entity is a foreign limited partnership, the following information must be completed.)

(a) The name of the limited partnership is:

(b) The limited partnership was formed on: _____

Under the laws of the state/country of: _____

(c) The address of the office of the limited partnership in its state/country of organization is:

Street Address / P.O. Box Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

(d) The limited partnership's principal office address is:

Street Address / P.O. Box Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

(e) The names and business or residence addresses of the general partners of the partnership are as follows:

Name	Street Address / P.O. Box Address
_____	_____
_____	_____
_____	_____

(If insufficient space to cover this item, please attach a separate sheet listing the general partners and their respective addresses)

(f) The address of the office where a list of the names and business or residence addresses of the limited partners and their respective capital contributions is to be maintained is:

Street Address / P.O. Box Address: _____

City: _____ County: _____ State: _____ Zip Code: _____

The limited partnership hereby certifies that it shall maintain said records until the registration of the limited partnership in Ohio is canceled or withdrawn.

4. Foreign Qualifying Partnership Having Limited Liability Under Section 1775.64
(if the qualifying entity is a foreign partnership having limited liability, the following information must be completed.)

(a) The name of the partnership shall be:

(b) The partnership was formed under the laws of the state/country of: _____

(c) Please complete the following appropriate section (either item c(1) or c(2)):

(1.) The address of the partnership's principal office in Ohio is:

Street Address / P.O. Box Address

_____ Ohio _____

City

Zip Code

(If the partnership does not have a principal office in Ohio, then item c(2) must be completed)

(2.) The address of the partnership's principal office (Non-Ohio):

Street Address / P.O. Box Address

_____ State _____ Zip Code _____

City

State

Zip Code

(d) The business which the partnership engages in is:

(Proceed to page 7 for signatures of authorized officers, partners and representatives.)

Complete the information in this section if box (1), (2) or (3) is checked.

AFFIDAVIT

In lieu of dissolution releases from various governmental authorities (1701.86(H)(5) ORC)

National City Mortgage Co.
(Exact Name of Corporation)

The undersigned, being first duty sworn, declares that on the dates indicated below, each of the named state governmental agencies was advised IN WRITING of the scheduled date of filing of the Certificate of Dissolution and was advised IN WRITING of the acknowledgement by the corporation of the applicability of the provisions of Section 1701.95 of the ORC.

<p>AGENCY</p> <p>Ohio Department of Taxation Dissolution Section Box 182382 Columbus, Ohio 43218-2382</p> <p>Ohio Job & Family Services Status and Liability Section Data Correspondence Control Overnight: 4020 East 5th Avenue Columbus, OH 43219-1811 Regular: P.O. Box 182413 Columbus, OH 43218-2413 Fax: 614-752-4811 Phone: 614-466-2319</p> <p>The treasurer of any County named below:</p> <p><u>NONE</u></p> <p>Ohio Bureau of Workers' Compensation 30 W. Spring Street Columbus, Ohio 43215</p>	<p>DATE NOTIFIED</p> <p><u>10/1/2008</u></p> <p><u>10/1/2008</u></p> <p><u>10/1/2008</u></p> <p><u>N/A</u></p> <p><u>10/1/2008</u></p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------

(Note: This affidavit must be signed by one or more persons executing the certificate of dissolution or by an officer of the corporation.)

By: [Signature] Title: President

Name: Joseph Cartellone

1900 East Ninth Street
(Street) NOTE: P.O. Box Addresses are NOT acceptable.

Cleveland OH 44114
(City) (State) (Zip Code)

Sworn before me and subscribed in my presence on October 1, 2008
(Date)

[Signature] **SUSAN J. CRAMER**
Notary Public, State of Ohio, Cuy. Co.
My commission expires Jan. 31, 2010

(Notary Seal) Commission Expires 1/31/2010
(Date)

Complete the information in this section if box (1), (2) or (3) is checked.

STATE OF OHIO

County of Cuyahoga :SS

Joseph Cartellone, being first duly sworn, deposes and says that she/he is
 President of National City Mortgage Co.

that this affidavit is made in compliance with section 1701.81 of the ORC;
(Title) (Section #)

That said corporation has (Check one of the following).

A. has no personal property in any county in the State of Ohio;

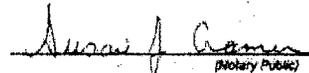
B. personal property only in the following county(ies)

and that the net assets of said corporation are sufficient to pay all personal property taxes accrued to date.

Signature: 

Name: Joseph Cartellone

Sworn before me and subscribed in my presence on October 1, 2008
(Date)


(Notary Public)

SUSAN J. CRAMER
 Notary Public, State of Ohio, Cuy, Cty.
 My commission expires Jan. 31, 2010

(Notary Seal) Commission Expires 1/31/2010
(Date)

The undersigned constituent entities have caused this certificate of merger to be signed by its duly authorized officers, partners and representatives on the date(s) stated below

National City Bank
Exact name of entity
By: [Signature]
Its: President
Date: 9/29/2008

National City Mortgage Co.
Exact name of entity
By: [Signature]
Its: President
Date: 9/29/2008

Exact name of entity
By: _____
Its: _____
Date: _____

Exact name of entity
By: _____
Its: _____
Date: _____

Exact name of entity
By: _____
Its: _____
Date: _____

Exact name of entity
By: _____
Its: _____
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Exact Name of entity
By: _____
Its: _____
Date: _____

Exact Name of entity
By: _____
Its: _____
Date: _____

Exact Name of entity
By: _____
Its: _____
Date: _____

Exact Name of entity
By: _____
Its: _____
Date: _____

An authorized representative of each constituent corporation, partnership, or entity must sign the merger certificate ORC 1701.81(A), 1702.43 (A), 1705.38(A), 1775.47(A), 1762.433(A)

This Instrument Prepared By:
Jennifer Day, 937-910-4875
After Recording Return To:
PNC Mortgage, a Division of PNC Bank, NA
3232 Newmark Drive
Miamisburg, Ohio 45342

SPACE ABOVE THIS LINE FOR RECORDER'S USE

PNC#: 0002297462

PAOLINO
Recording District: BROWARD

Assignment of Mortgage

For value received, the undersigned, hereby grants, assigns, and transfers to: Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2003-QS15 located at 1761 East Saint Andrew Place, Santa Ana, California 92705, all beneficial interest under that certain Mortgage dated 5/14/2003 executed by:

Borrower(s) ROSE MARY PAOLINO Wife and Husband JEFFREY PAOLINO

To National City Mortgage Co dba Commonwealth United Mortgage Company, in the amount of: \$250,000.00, recorded 5/21/2003 as Instrument No.: 102945714 in Book/Volume: 35215 Page: 1896 of the Official Records of BROWARD County, Florida describing the land therein:

Property Address: 6820 E CYPRESSHEAD DR, PARKLAND, FLORIDA 33067

Together with the Note or Notes therein described or referenced to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

Witness: Jeffrey Moler
Jeffrey Moler

Witness: Jason D. Holstein
Jason D. Holstein

Deutsche Bank Trust Company Americas as Trustee
By: Ocwen Loan Servicing, LLC
Its: Attorney-In-Fact

State of Ohio County of Montgomery

Cindy E. Dooley
Cindy E. Dooley, Authorized Signor OF
OCWEN LOAN SERVICING, LLC

On ~~September 28, 2015~~ before me, Janice M. Grill the undersigned, a Notary Public in and for the State of Ohio, personally appeared Cindy E. Dooley, Authorized Signor of Ocwen Loan Servicing, ~~LLC~~ LLC omg Attorney-In-Fact for Deutsche Bank Trust Company Americas as Trustee personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that for her signature on the instrument the person, or the entity upon behalf of which she acted, executed the instrument.



Janice M. Grill
Janice M. Grill, Notary Public in and for the State of Ohio
My Commission Expires: April 5, 2017
My County of Residence: Montgomery



J & M Advocacy Group, LLC

4000 Hollywood Blvd., Ste. 435-S, Hollywood, FL 33021
Telephone (954)962-1166 Fax (954)962-1779 Email: Staff@jmadvocacygroup.com

PNC Mortgage
P.O. Box 8807
Dayton, OH 45401-8807

June 1, 2016

Attn: Borrower Inquiry Department

RE: Rosemary and Jeff Paolino
6820 E Cypresshead Dr, Parkland, FL 33067
Acct. No.: 0002297462

To Whom It May Concern:

Please be advised that our firm represents [*borrowers*] (“Borrowers”) with respect to the mortgage loan you are servicing on the property located at [*address*]. Borrowers have authorized our firm to send this request on their behalf (see Authorization below). As servicer of my Borrowers’ mortgage loan, please treat this as a “**notice of error**” pursuant to the Real Estate Settlement Procedures Act, subject to the response period set out in Regulation X, 12 C.F.R. § 1024.35(e)(3)(i)(B).

On February 12, 2016, Borrower sent you a Request for Information. You failed to properly respond to this request thereby committing servicing errors as follows:

1. First Error: You failed to provide the complete servicing file for the timeframe requested claiming that the CFPB only requires information to be provided from January 10, 2014 or after. This is an error and not based in law or fact. Although Regulation X of RESPA became final and binding on servicers as of this date, nothing in the regulation permits servicers to exclude information or documents pertaining to the servicing of the loan prior to this time period. The duty to provide these documents is instead governed by Regulation X for any requests received on or after January 10, 2014. The information required to be provided by servicers was in no way limited by the regulation.
2. Second Error: You failed to provide a copy of the last two escrow statements.
3. Third Error: You failed to provide a copy of the original note for the subject mortgage.
4. Fourth Error: You failed to provide all notices or disclosures for any mortgage servicing transfers related to the subject account.
5. Fifth Error: You failed to provide copies of all notices of the mortgage loan sale or ownership transfers for the subject loan.
6. Sixth Error: You failed to provide a copy of the force placed insurance policies for all time periods when lender applied force placed insurance to the subject loan.
7. Seventh Error: You failed to provide documentation or other information relied on to determine borrowers did not have hazard or flood insurance during the timeframes lender applied force placed insurance for the subject loan.
8. Eight Error: You failed to provide copies of all correspondence and/or communication from Borrower or their representatives to PNC from December 1, 2013 to February 12, 2016.



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Telephone (954)962-1166 Fax (954)962-1779 Email: Staff@jmadvocacygroup.com

To mitigate the damages resulting from these errors, you should immediately provide the requested documents. Borrower has suffered damages as a result of your errors including but not limited to the following: costs of mailing, attorney's fees, continued negative reporting due to Borrowers inability to rely on the requested documents in their effort to resolve the delinquency of the subject loan.

In addition to the servicing errors related to your failure to properly respond the RFI, you also committed errors in servicing Borrowers' loan. It is because of these errors that Borrower has sought the QWR process to obtain the requested documents. Specifically, while Borrower was paying you according to the terms of the mortgage, you sent correspondence to the Tables Law firm who was not authorized to receive correspondence on behalf of the Borrower during the relevant timeframe. Although Borrower notified you of this error, you failed to correct the resulting errors that arose from your failure to send Borrower notices, correspondence and the like.

To make matters worse, you forced Borrower into foreclosure. You failed to provide Borrower with a coupon book for making payments. Borrower proceeded to take every precaution to comply with the mortgage and went into the branch to make payments during the time frame you failed to send an updated coupon book. Borrower made each and every payment to you during this timeframe and you accepted. However, you then pushed Borrower into delinquency by sending refund payments to Tables Law Firm, a law firm not authorized as counsel for Borrower.

You committed yet another servicing error by charging borrower unauthorized fees during this time frame. You also subjected Borrower to a pyramiding of fees and attorney's fees, inspection fees and the like due to your error in not sending Borrower notices as required under the law.

In an effort to bring his account current and clear up the servicing errors you committed, Borrower sent you the Requests for Information which you woefully failed to respond to in violation of Regulation X, RESPA. At this time Borrower has suffered and continues to suffer damages as a result of your continuing violations.

To correct these errors, you must send the complete servicing file with the missing items mentioned herein, refund all fees charged illegally to Borrower's account, provide an accurate reinstatement wherein Borrower can pay missed payments less the fees and charges incurred as a result of your errors to bring Borrowers account current and reimburse reasonable attorney's fees incurred pursuing your correction of these servicing errors.

/s/ Jessica Kerr, Esq.
For the Firm

J & M Advocacy Group, LLC
4000 Hollywood Blvd., Ste. 435-S, Hollywood, FL 33021
Telephone (954)962-1166 Fax (954)962-1779 Email: Staff@jmadvocacygroup.com

Authorization to Release Information

PNC Mortgage
P.O. Box 8807
Dayton, OH 45401-8807

June 1, 2016

Attn: Borrower Inquiry Department/NOE/QWR/RFI

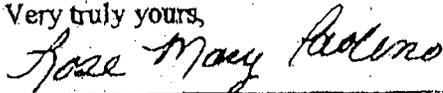
RE: Rosemary and Jeff Paolino
6820 E Cypresshead Dr, Parkland, FL 33067
Acct. No.: 0002297462

To Whom It May Concern:

We are represented by the law office of J & M Advocacy Group, LLC and attorney Jessica L. Kerr, Esq. concerning the mortgage on our home located at **6820 E Cypresshead Dr, Parkland, FL 33067**. We hereby authorize you to release any and all information concerning our mortgage loan account to the J & M Advocacy Group, LLC. We also authorize you to discuss our case with the law office and staff including, Vanessa Orellanos, Christine Fennell, JoAnne LeCourt, Jessica Kerr, Esq. Please provide all responses to Notices of Error or Requests for Information to this firm.

Thank you for your cooperation.

Very truly yours,



Rosemary Paolino



Jeffrey Paolino



PNC
MORTGAGESM

A Division of PNC Bank, National Association

Customer Service Contact Information:

PNC Mortgage, B6-YM07-01-7

PO Box 1820

Dayton, OH 45401-1820

1-800-822-5626

June 16, 2016

J & M Advocacy Group LLC
Jessica L Kerr
4000 Hollywood Blvd Ste 435-S
Hollywood FL 33021

RE: Loan No.: 0002297462
Borrower: Rose Mary Paolino
Property Address: 6820 E .Cypresshead Dr., Parkland, FL 33067

Dear Ms. Kerr:

On June 13, 2016, PNC Mortgage received your correspondence dated June 1, 2016 regarding a request for documentation on the owner for the above-referenced loan.

Per your request, enclosed is the reinstatement quote.

All other information requested will follow under separate cover.

We trust that this response has addressed your concerns.

Please call Customer Service at 1-800-822-5626 with any further questions regarding this loan.

Sincerely,

Customer Service Department

Enclosures:

- Reinstatement quote

FDH





5404 Cypress Center Drive, Suite 300, Tampa, FL
30369
Phone: 813.221.4743 | Fax: 813.221.9171 | alaw.net

June 15, 2016
Reinstatement Letter

Recipient: Charles D. Barnard, P.A.
Property Address: 6820 E Cypresshead Dr, Parkland, FL 33067
Mailing Address: 2370 Wilton Drive
Wilton Manors FL 33305
VIA FACSIMILE/EMAIL: charlesbarnardesq@gmail.com

WE MAY BE CONSIDERED A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION WILL BE USED FOR THAT PURPOSE.

HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

**Re: Full Reinstatement
Loan Number: 0002297462
Property Address: 6820 E Cypresshead Dr, Parkland, FL 33067
Our File: 15-205262
Date Last Payment Due: July 1, 2015**

Dear Charles D. Barnard, P.A.:

This letter responds to your request for a Reinstatement of the above referenced loan.

As of the date of this letter the amount required to cure your loan delinquency is **\$49,565.24****. However, if you are not prepared to tender the full reinstatement amount today, then the amount owed may increase between the date of this letter and the date you reinstate the loan. The reinstatement amount may increase because of additional interest and late charges as well as legal fees and costs that are incurred as additional steps in the foreclosure proceed.

This reinstatement quote is good thru 06/23/2016. If you reinstate this loan in full by the good through date, we estimate the reinstatement amount to be itemized as listed on the next page.

PLEASE CAREFULLY READ THE FOLLOWING INFORMATION CONCERNING THE FORECLOSURE.

Please be advised that we may not be able to cancel the foreclosure sale or other pending hearing due to time constraints, county specific requirements, or other factors. We do not warrant or guarantee our ability to cancel the aforementioned even though we receive funds. In the event we are unable to cancel an event for any reason, the tendered funds will be refunded to you in the most expedient manner possible.

PLEASE NOTE: If there is a foreclosure date scheduled for the property, this letter DOES NOT extend or change that foreclosure sale date. Therefore, if the Good Through Date for the payment stated in this letter continues past the scheduled foreclosure sale date, the foreclosure sale will nonetheless occur unless the loan is reinstated or paid off PRIOR TO the foreclosure sale as required by applicable law.

PLEASE NOTE: If there is a foreclosure date scheduled for the property, this letter DOES NOT extend or change that foreclosure sale date. Therefore, if the Good Through Date for the payment stated in this letter continues past the scheduled foreclosure sale date, the foreclosure sale will nonetheless occur unless the loan is reinstated or paid off PRIOR TO the foreclosure sale as required by applicable law. The right of redemption shall expire upon the issuance of the certificate of sale in accordance with Florida Statutes.

Re: **Full Reinstatement**
Loan Number: 0002297462
Property Address: 6820 E Cypresshead Dr, Parkland, FL 33067
Our File: 15-205262

Total Payments – 12	\$42,525.60
Property Inspections	\$105.00
Escrow Shortage	\$1,253.14
Corporate Advance	\$5,218.50
Outstanding Attorney Fees and Costs	
Attorney Fees Co. Hearing Dismiss Estimate	\$250.00
Title Add'l	\$63.00
Co. Clerk LP Release Estimate	\$25.00
Dismissal Prep Fee	\$125.00
TOTAL Good Through 06/23/2016	\$49,565.24**

***There is important information at the end of this letter regarding estimates of escrow advances, fees, and costs. Please read carefully.**

WE SUGGEST THAT YOU CONTACT ALBERTELLI LAW AT THE ADDRESS OR TELEPHONE NUMBER ON THIS LETTER TO VERIFY THE EXACT AMOUNT NECESSARY TO REINSTATE/PAYOFF YOUR LOAN NO MORE THAN THREE BUSINESS DAYS BEFORE YOU MAKE ANY PAYMENT.

If you purchased any option al product(s) that are billed with your mortgage, the amount quoted above does not include such product(s). Option products include but are not limited to items such as Mortgage Life Insurance, Accidental Death Insurance or Disability Insurance. If you have not made payments towards such product(s), this could result in cancellation of your coverage or service. Please contact the provider(s) of your option product(s) for information on the status of your account and any amounts that they may require you to maintain coverage or service.

The reinstatement figures listed above include items that have been paid by the lender or servicer or incurred by ALBERTELLI LAW that are currently due. Please understand that the above figures are subject to final verification upon receipt by the lender or servicer. All fees and costs incurred after the issuance of this reinstatement letter will continue to be assessed until the total amount is received.

***IMPORTANT:** If your reinstatement amount tendered is less than the total amount due on the date of your payment, the lender or servicer reserves the right to reject your payment and continue with the legal process.

Albertelli Law does not have a Cashier's Department, do not bring funds directly to our office. Funds are only accepted via wire, certified mail, Fed Ex or UPS. **PAYMENT INSTRUCTIONS.** Payment must be submitted in the form of a certified cashier's check(s) and must be made payable to "PNC Mortgage".

Funds must be sent to the attorney/trustee's office listed on this letter at: ALAW, ATTN: Accounting Department, 5404 Cypress Center Drive, Suite 300, Tampa, FL 33609. The reinstatement funds will be returned if any portion of the funds is in the form of a personal check. Please be advised that the action will continue until the total reinstatement amount is received, in compliance with the terms in this letter. After reinstatement amount, you may be required to sign appropriate documents and take other requested action to assist in obtaining a withdrawal of the foreclosure. If you are wiring funds, **please add an additional \$12.00 (estimate)** to the above quote. Send the wire to: Albertelli Law IOLTA, c/o US AMERIBANK, 4790 140th Avenue North, Clearwater, FL 33762; Routing/ABA#063116177; Account#500110747. **Please reference the File No., Case No., and Borrower's Last Name.**

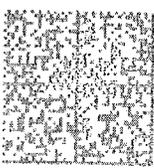
You should verify the loan number, the name(s) of the Mortgagor(s), the property address and the amounts due and owing to ensure that these times are correct. Should you have any questions regarding the above, please do not hesitate to contact our office.



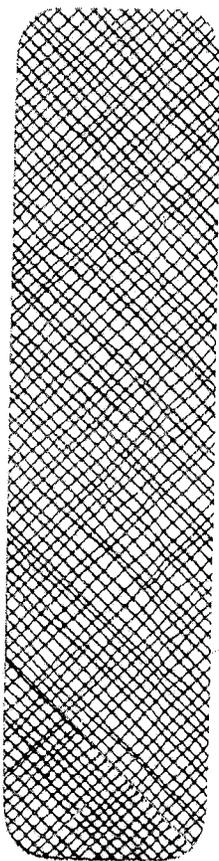
B6-YM07-01-6
Notice of Error/Information Req
P.O. Box 8807
Dayton OH 45401-8807

COLUMBUS
D/S AUTH 131

Presort
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ENB-L3B 33021



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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



ROSE MARY PAOLINO and JEFFREY PAOLINO, on behalf of themselves and all others similarly situated,

Plaintiff(s)

v.

PNC BANK, NATIONAL ASSOCIATION, and JAMES E. ALBERTELLI, P.A., d/b/a ALAW

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) James E. Albertelli, P.A. c/o Smith Husley & Busley Professional Association 225 Water Street Suite 1800 Jacksonville, FL 32202

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:

Jordan A. Shaw, Esq. Zebersky Payne, LLP 110 SE 6th Street Suite 2150 Ft. Lauderdale, FL 33301 jshaw@zpllp.com

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

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

UNITED STATES DISTRICT COURT

for the

Southern District of Florida



ROSE MARY PAOLINO and JEFFREY PAOLINO, on behalf of themselves and all others similarly situated,

Plaintiff(s)

v.

PNC BANK, NATIONAL ASSOCIATION, and JAMES E. ALBERTELLI, P.A., d/b/a ALAW

Defendant(s)

Civil Action No.

SUMMONS IN A CIVIL ACTION

To: (Defendant's name and address) PNC Bank, National Association c/o Legal Department 300 Fifth Avenue Pittsburgh, PA 15222

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:

Jordan A. Shaw, Esq. Zebersky Payne, LLP 110 SE 6th Street Suite 2150 Ft. Lauderdale, FL 33301 jshaw@zp LLP.com

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

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

CIVIL COVER SHEET

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

I. (a) PLAINTIFFS ROSE MARY PAOLINO and JEFFREY PAOLINO **DEFENDANTS** PNC BANK, NATIONAL ASSOCIATION and JAMES E. ALBERTELLI, P.A. d/b/a ALAW

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

(c) Attorneys (Firm Name, Address, and Telephone Number) ZEBERSKY PAYNE, LLP - (954) 989-6333 110 SE 6th Street, Ste. 2150, Ft. Lauderdale, FL 33301 **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)

1 U.S. Government Plaintiff 3 Federal Question (U.S. Government Not a Party)

2 U.S. Government Defendant 4 Diversity (Indicate Citizenship of Parties in Item III)

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

(For Diversity Cases Only)

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

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

Click here for: Nature of Suit Code Descriptions

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729 (a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	IMMIGRATION		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence Other: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	<input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

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 **JUDGE:** b) Related Cases YES NO **DOCKET NUMBER:**

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):

VII. CAUSE OF ACTION LENGTH OF TRIAL via days estimated (for both sides to try entire case)

VIII. REQUESTED IN COMPLAINT: CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$** unknown at this time **CHECK YES only if demanded in complaint:** **DEMAND:** Yes No

ABOVE INFORMATION IS TRUE & CORRECT TO THE BEST OF MY KNOWLEDGE
 DATE: 6/6/18
 SIGNATURE OF ATTORNEY OF RECORD: [Signature]

ClassAction.org

This complaint is part of ClassAction.org's searchable class action lawsuit database and can be found in this post: [PNC, Florida Attorney Demand Unlawful 'Estimated' Loan Reinstatement Fees, Lawsuit Claims](#)
