

THE SUPREME COURT OF THE STATE OF FLORIDA

CASE # 86,571

THE FLORIDA BAR

COMPLAINANT,

VS

ROBERT E. HUGHES SR.

RESPONDENT,
ANSWERS OF THE RESPONDENT

FILED

SID J. WHITE

NOV 7 1995

CLERK, SUPREME COURT

By

Chief Deputy Clerk

COUNT 1.

1. DENIED
2. AFFIRMED
3. AFFIRMED
4. DENIED
5. WITH OUT KNOWLEDGE
6. DENIED IN PART
7. DENIED
8. DENIED
9. DENIED
10. DENIED
11. DENIED
12. DENIED

COUNT 2.

13. DENIED
14. AFFIRMED
15. DENIED
16. DENIED
17. DENIED

AFFIRMATIVE DEFENSES OF THE RESPONDENT

AS TO COUNT 1. #1.

MR. RONALD A. HADLEY AND THE RESPONDENT HUGHES AGREED TO SELL A PROPERTY IN CLEARWATER, FLORIDA. MR. HADLEY RAN AN AD IN THE LOCAL PAPER AND A MR. BONFIETTI ANSWERED AND AGREED TO PURCHASE THAT HOME. AFTER COMING TO TERMS, THE BOTH OF THEM CAME TO MY OFFICE TO COMMIT THIER AGREEMENT TO WRITING.

EARILER THAT DAY, THE PROPERTY IN QUESTION WAS PLACED INTO A FLORIDA LAND TRUST (STATUTE 689.071). THE RESPONDENT, HUGHES, WOULD ACT AS THE TRUSTEE. MR. HADLEY MANAGED THE PROPERTY AND CALLED THE SHOTS. MR. HADLEYS INTEREST WAS FAR GREATER THAN THAT OF HUGHES ON THIS PROPERTY.

WITH ALL PARTIES PRESENT, THE TERMS WERE AGREED UPON. I BELIEVE THAT HADLEY AND BONFIETTI HAD ALREADY DRAWN UP THE SALES CONTRACT , THE COMPLAINANT HAS FAILED TO INCLUDE A COPY OF THAT AGREEMENT.

#2.

MR. HADLEY, RIGHTFULLY SO, HELD HUGHES OUT TO BE AN EXPERT ON THE LAND TRUST DUE TO;

a, The respondent, Hughes, has written books on the Florida Land Trust statute 689.071.

b. The respondent has taught many investors and attorneys about the trust and its advantages in real estate for 13 yrs.

c. Hadley was aware of some Attorneys paying the respondent, Hughes for his advise.

d. Mr. Hadley is aware that Hughes has been paid by some attorneys for the preperation of different trust forms.

e. Hughes has created many forms, most dealing with the trust and has sold thousands to attorneys and investors. His forms are all titled APPROVED FORM.

f. Hughes is presently revising his trust book and pereparing it for the ninth printing.

THE RESPONDENT, HUGHES IS AN EXPERT IN THE LAND TRUST!

The CLE course of the Florida bar last all of four hours at which time those attending are now experts?

#3.

The respondent is a past president of the Florida Association of Mortgage Brokers west coast chapter, Hughes was an active mortgage broker, Hughes was an active real estate agent, Hughes has purchased hundreds of properties most using the land trust.

Mr. Hughes has had some people referred to him by Florida Attorneys to straighten out documentation. The respondents course has been advertised in the Florida Bar Journal. When the respondent, Hughes, was manager of a Mortgage Company and again when he owned his own Mortgage Brokerage business Hughes was paid by some St. Petersburg attorneys to prepare closing documents for them

#4.

THE PROPERTY IN QUESTION WAS PLACED IN A FLORIDA LAND TRUST BY THE OWNERS HADLEY and Hughes. Hughes was the Trustee. An agreement was reached whereby Mr. Bonfietti would then purchase the trust subject to certain terms. The property would remain in the trust until paid for.

There is NO LAND CONTRACT. By reading the ARTICLES OF AGREEMENT and following "substance over form" it is clear that this agreement is for the sale of the beneficial interest of that trust.

Due to a low down payment and the fact that niether myself nor Mr. Hadley knew Mr. Bonfietti it was agreed that Mr. Bonfietti would purchase the beneficial interest in that trust and sign a note, chattle mortgage, UCC 1, and a collateral assignment of the Beneficial interest to secure

the purchase. Florida law provides for the non judicial foreclosure in the event of a default while at the same time protecting the property from judgements. Mr. Bonfietti gives up his power of direction while retaining his right to management and a contract interest.

Mr. Bonfietti then in reviewing the trust form directed me AS TO WHAT HE WANTED TYPED ON EACH LINE. Mr. Bonfietti is the one who wanted a new agreement typed up. The complainant has failed to attach the original trust agreement.

#5

I am flattered that Mr. Bonfietti thought of me as an expert. However, Mr. Bonfietti did go to an attorney I believe.

It should be noted that I, the RESPONDENT, am not being charged with giving bad advise or improper preperation.

#6.

A. I was already the trustee under the original trust agreement and the deed placing the property into trust.

B. The respondent took a blank trust agreement form and typed on it as directed by Mr. Bonfietti.

#7.

The respondent, Hughes, and Mr. Hadley being the owners of the property in question met and agreed that this property be placed into a land trust. The respondent, being an owner did type in the blanks on the approved form Quit Claim Deed into Trust.

Mr. Bonfietti was at this time not a party in interest. Mr. Bonfietti did not have a right to say how we hold title to property.

It is the practice of both Mr. Hadley and Hughes to hold title to all real estate in trust.

#8.

There are two types of Land Trusts in Florida. The old trust (the cracker trust) 689.07 and the new 689.071 called the Illinois Type Land Trust.

In the old trust a trustee would take title as trustee... A joinder was required of the beneficiaries for the trustee to deal with the trust RES.

If Mr. Bonfietti' name was placed on the deed into trust then and in that event the trustee could not deal with the property and a joinder would be required. Further Mr. Bonfietti was not an owner of record therefor his name wasn't needed. Mr. Bonfietti didn't have an interest at the time the property was placed into trust.

Is the Bar suggesting that a future beneficiaries name be placed on the original deed into trust and then a corrective deed be recorded. Where does the Bar suggest that Bonfietti' name be placed?

#9.

A. NO standard mortgage was prepared nor is one attached. This was a sale of the beneficial interest and NOT A PIECE OF REAL ESTATE.

B. As the trust was being sold the documentation used is different and requires a person knowledgeable about the trust.

C. No Documents were prepared for Mr. Bonfietti but for Mr. Hadley and the Respondent, Hughes.

#10.

A. Mr. Bonfietti never attempted to get a loan to pay off the trust. Where is a copy of the Federal Truth in Lending CREDIT DENIAL form? This is utter nonsense as the trust would be happy to get paid off at the earilest time.

B. Mr. Bonfietti tried to take out a second mortgage on property he didn't hold title to. Title would only pass after he either paid of the agreement or made a substancial principal reduction.

C. I did refuse to deed the property out of trust and let Mr. Bonfietti use the property as collateral for a loan. At this time Mr. Bonfietti had change the home from a two bedroom to a single bedroom home thereby lowering its value.

D. The trust didn't encumber the property THE TRUST OWNED THE PROPERTY SUBJECT TO AN AGREEMENT WITH MR. BONFIETTI.

#11.

The RESPONDENT, HUGHES DID NOT DRAFT THE CLOSING DOCUMENTS FOR THE TITLE COMPANY! The title company did. Look at the document and tell me who prepared it. Why is that covered up? Is this an action by the Florida Bar?

However the Respondent did in fact furnish the approved form trustees deed. Under the Florida Statute 689.071 The respondent could rightfully be the Trustee. Under that same statute the trustee holds both the legal and equitable title to the property and the matter of wheather the trustee can then prepare any documents pertaining to the trust should be addressed.

It should be remembered that Hughes was a beneficiary of that trust also. Can a beneficiary of a Land Trust perpare a form for the trust should also be addressed.

H.

Should the Florida Bar require a greater degree of education or require some extended understanding before an attorney can hold himself to be an expert?

#12.

As per the trust agreement there are fees for being a trustee. If I am allowed to be a Trustee then the fees should be allowed. Nowhere are these fees labeled ATTORNEY FEES. If Mr. Bonfietti feels that this bill was out of line then he should seek redress in small claims court.

The Respondent did type a new trust agreement as directed but the Respondent did not charge for that. No one has alledged that the Respondent ever held himself out to be an Attorney. There was no commercial preperation involved. The respondent was the trustee and he was a beneficiary. No one has stated that the Respondent, Hughes, has a superior knowledge of the land trust. No one has charged that Mr. Bonfietti was harmed in any way.

COUNT 2. #13.

MARY LOU BECKER IS TWO FRENCH FRIES SHORT OF A HAPPY MEAL. That said let me explain some things and set the stage; Becker was engaged to the Respondent for over six years, Becker and Hughes lived together as husband and wife for seven years. At the time in question, Becker was pregnant with the respondents child. Due to a later affair and pregnancy this relationship was terminated.

Ms. Becker is in posession of numerous books written by the Respondent and has invested in alot of real estate both during and prior to the relationship. Ms. Becker is a licensed Real Estate agent and quite knowledgeable.

Ms. Becker was present when calls were recieved by the respondent from various investors and attorneys seeking advise. At no time did the respondent state he was an attorney.

Ms. Becker sought the advise of five different Attorneys. Some of that advise was wrong and could have resulted in criminal charges against Ms. Becker. One atty tried to date her. Some of them referred her back to me.

Yes, I advised her;

A. When we started dating, Ms Becker told me how her car fender had been repainted and the work was done wrong. I suggested small claims court and I did guide her. SHE WON.

B. A short time later she had an accident and the insurance company tried to screw her over and again we went to court. SHE WON

C. The garage that then repaired car put used parts on it that were from a different year. The work was poor at best. To court again and I guided her. SHE WON.

D. IN 1990 MS. BECKER APPOINTED ME AS HER PERSONAL REPRESENTATIVE IN A HEARING BEFORE THE STATE OF FLORIDA UNEMPLOYMENT APPEALS. SHE WON

WE WERE MARRIED FOR ALL PURPOSES. Ms. Becker even attended my familys reunion in july of 1994

Ms. Becker learned of my abilities first hand. I never had to tell her my capabilities. Attorneys she spoke to told her.

#14.

The document in question is one of my approved forms. The property in question is one that we both just moved out of. Ms. Becker ran the ad and met the buyers. This form is AN AGREEMENT FOR THE SALE OF THE BENEFICIAL INTEREST IN A LAND TRUST. The respondent did in fact type this document at the direction of Ms. Becker. No fee was charged or alledged to have been charged.

It was my intention that any property that she owned be kept by her while the property I owned be jointly held in trust. As my "wife" I gave Becker advise often.

#15.

The property in question, 628 2nd. ave s., was one where I was the trustee, a partial beneficiary - a springing interest - the manager, and one of the buyers. I did in my many capacities type this document for my wife. Ms. Becker by this time was quite familiar with the trust forms having studied the trust books.

#16.

Ms. Becker and I met and together we drafted this modification agreement. We were seperated at this time as she was pregnant from a checkers employee. Do to advise from her new boyfriend, Ms. Becker and I went to the law offices of John Finch where Ms. Becker was informed that he was with a client. Ms. Becker then started yelling about thier ethics and other slurs. I was asked to get her out of there. We then went to the offices of Kent Runnels, He was paid by me to advise Ms. Becker while I waited outside.

A close look at the document in question would show that Runnels name is mentioned as the person ATTY giving her advise. This was made necessary due to her new boyfriend prohibiting her from meeting with me alone.

Ms. Becker did make some additions and changes. This was a modification of an agreement selling the interest in a land trust.

#17.

If the Florida Bar was as zelous in its investigation as it was in its condemnation of me, they would have called the crines and asked the name of the attorney who prepared this complaint for them. The respondent did not! The complaint is correct in what it states.

I did encourage the Crines to seek an attorney and to protect

thier interest in the trust. It was the intention of Ms. Becker to take the property back and occupy it and then claim bankruptcy like her boyfriend was doing. As he might be the father of her new twins she had to listen to him.

SUMMATION

FROM THE RESPONDENT, Robert E. Hughes Sr.;

I respect the need to protect the general public from getting bad advise. NO WHERE IS IT ALLEDGED THAT I GAVE BAD ADVISE!

Most rulings speak of the commercial preparation of trusts. I HAVE NOT CHARGED NOR IS IT ALLEDGED THAT I DID!

Holding oneself out as an attorney could have far reaching consequences. NO ONE IS ALLEDGING THAT I HAVE HELD MYSELF OUT AS AN ATTORNEY.

I understand the fear some of those in the legal profession have over losing a fee BUT I NEVER CHARGED A FEE FOR TYPING. I NEVER SOUGHT OUT TRUST WORK. I NEVER WAS THE TRUSTEE WHERE I DIDN'T HAVE AN INTEREST.

The Florida Statute 689.071 is a unique law and is little understood. The supreme court justice of the state of Illinois said "THE TRUST IS A UNIQUE TOOL FOR HOLDING TITLE TO REAL PROPERTY AND PROVIDES FOR EASE OF FINANCING" add a touch of creativity and the possibilities are endless.

EVERY YEAR, I COME ACROSS ATTORNEYS WHO HOLD THEM SELVES OUT TO BE KNOWLEDGEABLE AND COMPADENT. General practioneers who say they are specialists.

Case in point;

One pinellas county judge asked me to approach the bench along with the plaintiff a MR. BROWNELL. His attorney was warned by the judge prior to this hearing and the atty a Mr. SEANOR was required by the judge to have co-counsel to help him. At the bench the ^{judge} apologized and said "I am ashamed to admit that I am a member of the same Fla. Bar." That case was dismissed with pregidice. The atty was suspended for three months--big deal!

In another circuit court case the plaintiffs counsel has proceeded against me individually evan though the property is and has been owned in trust. I have since modified that mortgage, the case was dismissed by the lender but the atty. is still proceeding. Won't he be surprised?

In yet another circuit court case the plaintiffs atty is forclosing my interest as a second lien holder. This atty has filed many knowingly false affidavits of diligent search. This will be heard later this month. Copy attached.

In one case pending in the circuit court of appeals the opposing atty failed to give notice to my atty. a MR. Bruce Harlan. Attached is a copy of that appeal and brief.

In yet a different case the plaintiffs counsel sent the notice of the hearing FIVE days after the hearing took place. a copy of that notice is attached.

In the following instance, one Edwin Holmes, a gentelman I have invested with many times, hired an atty. Mr. Maloney to forclose a property in St. Lucie county. The Atty instructed the sherriff to deed the property into trust. Florida law isn't clear on wheather a sherriff has the authority to be a settlor or not, but in the property went. DEED #1 That deed didn't recite the powers of the trustee nor did it state that there was a trust therefore a 689.07 trust existed whereby the trustee must now have the beneficiaries join in signing with him. That was not done SEE deed #2 Then in that deed he gives life estate to one ROBERT DENIKER although the trust agreement shows him to be only a half beneficiary. Was that to mislead for purposes of homestead atx evasion? Then the property went to Edwin Holmes see DEED #3 But that deed doesn't recite the required powers. where is Mr. Holmes now? He sought out an atty and look what happened.

FLORIDA has seen a deterioroation from a legal profession to a legal business. From justice to loopholes and technicalities. So called lawyers holding themselves out to be jack of all trades are in fact masters of nothing! The bar itself fought the outlawing of the fee couch. AT LEAST THE USED CAR SALESMAN DOESN'T WEAR SHEEPS CLOTHING.

This is a frivolos action and should be dismissed with an apology to me. Or does this court wish to silence me an educator. where does teaching become GIVING ADVISE? I pay more per year for advise from attorneys than most people make and then apply that advise. But the secret is I know who to go to. Just last week it was ruled that a beneficiary could not intervene evan though I presented case law from our own 2nd. DISTRICT COURT OF APPEALS. This time I had a court reporter present. I haven't decided where to go with this one yet.

I go to a specific attorney because I know him to be very knowledgeable as some attys come to me. How is the public to know?

I am revolted by the fact many attys take cases not because there is a case, not because they know the area covered, and not because they think they can win but to collect a fee.

There are not enough good attys--there are too damn many socalled attys.

If in fact I am not capable of my own defense then maybe the bar in cases like this should provide one.

To get on with this case:

When Mr. Bonfietti asked me to deed the house out of trust so he could put a mortgage on it for repairs and to recapture his investment, I refused knowing there would be a problem. Now I am faced with spurious allegations.

As for Mary Lou Becker, ^{SHE} held 313 Plymouth in trust. Becker agreed to sell that trust to the Crines who paid for close to two years. On the BAD advise of three attorneys she took the property out of trust. The Crines were paid off and Mary Lou reoccupied and declared bankruptcy while hiding many assets. I asked for a 2004 exam and was denied on a technicality. *Settled*

I am guilty of giving correct advise and teaching many people the advantages of the trust and how to use them.

I am guilty of helping Mary LOU Becker for free but she was my wife.

I am guilty of authoring four books for investors.

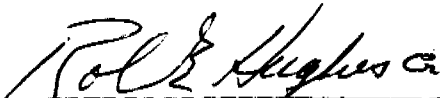
I am guilty of being creative and making various forms.

I am guilty of teaching many seminars where hundreds of attys. have attended.

I AM GUILTY OF TEACHING INVESTORS WHAT TO LOOK FOR IN AN ATTORNEY AND WHEN TO RUN.

The citations used are not close to this case. They speak of protection of the public we have to ask protect from who? The cases speak of having knowledge. I ask who has it and do they admit they don't? They speak of the commercial preparation and that is not the case here.

I AM NOT GUILTY AS CHARGED. THE BAR SHOULD TAKE AN INWARD LOOKL



ROBERT E. HUGHES SR
9545 88th Way N.
Seminole, Fl. 34647
813-399-2644

I hereby certify that on this the 6th day of November 1995 a true and correct copy of this has been sent to Loretta C. O'keeffe, The FLORIDA BAR, SUITE C49, TAMPA MARRIOTT HOTEL TAMPA, FLORIDA 33607-1442



robert e. hughes sr.

IN THE CIRCUIT COURT FOR THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA
CIRCUIT CIVIL CASE # 95-01316 CI

DENNIS J. COWELL AND
GERALDINE E. COWELL
PLAINTIFFS

VS

GREGORY A VARN, TRACY LYNN VARN,
L. NAPIER TOUCHSTONE, JR., TRUSTEE
FEDERAL HOUSING TRUST #6 DATED APRIL
21, 1993, ROBERT E HUGHES, SR. DEED
REALTY, INC. MARY LOU BECKER, PHILLIP
J. ZACHEO, AND GREGORY P. SMEADER
DEFENDANTS

MOTION TO DISMISS

COMES NOW ROBERT E. HUGHES, SR., WHO, UNDER OATH, SWEARS THAT
THE FOLLOWING IS TRUE AND CORRECT:
THAT IN THE ABOVE CASE ARE FILED VARIOUS FALSE AFFIDAVITS:

(1) DILIGENT SEARCH AS TO GREGORY A. VARN AND TRACY LYNN
VARN. THEY LIVE IN INVERNESS, FLORIDA. THEIR PHONE NUMBER
IS 1-904-637-1780, THEY ARE COUSINS OF MARY LOU BECKER. THEY
LIVE NEAR CAROL VARN, THEIR MOTHER, WHO'S ADDRESS IS 3419 E.
LAKE NINA DRIVE, INVERNESS, FLORIDA.

(2) DILIGENT SEARCH AS
TO L. NAPIER TOUCHSTONE, WHO LIVES AT 3449 PARK SQUARE
CIRCLE E., #3, TAMPA, AND THE PROCESS SERVER WHO ATTEMPTED
SERVICE AT 3214 SAN MATEO, WAS INFORMED OF HIS ADDRESS AND
THE FACT THAT I, ROBERT E. HUGHES, SR., LIVED THERE FROM 5-92
TO 5-95.

(3) DILIGENT SEARCH AS TO ME, ROBERT E. HUGHES, SR.
I HAVE NEVER LIVED AT 1294 GEORGIA AND MR. ROMAN KNOWS THIS.
PUBLIC UTILITIES ARE IN MY NAME AND MY ADDRESS READILY
AVAILABLE THROUGH THE PUBLIC RECORDS.

(4) DILIGENT SEARCH AS
TO MR. GREGORY SMEADER. HIS ADDRESS IS 1060 IDLEWILD,
DUNEDIN, OR 313 WOODETTE DRIVE #E, DUNEDIN.

(5) AS TO DEED
REALTY, INC., THERE IS A REGISTERED AGENT ON FILE WITH THE
SECRETARY OF STATE. CASA BUILDING INC., IS A SEPARATE ENTITY
HAVING AN OFFICE WITH DEED REALTY INC. THAT THOMAS ROMAN,
ATTORNEY AT LAW, KNOWS THAT MY ADDRESS COULD HAVE BEEN GOTTEN
FROM MARY LOU BECKER, MY FORMER FIANCÉE.

WHEREFORE, I PRAY THAT THIS HONORABLE COURT WILL DISMISS
~~THIS ACTION AND CALL MR. THOMAS ROMAN TO EXPLAIN WHY HE HAS
FILED THESE KNOWINGLY FALSE AND MISLEADING AFFIDAVITS WITH~~

WHEREFORE, I PRAY THAT THIS HONORABLE COURT WILL DISMISS THIS ACTION AND CALL MR. THOMAS ROMAN TO EXPLAIN WHY HE HAS FILED THESE KNOWINGLY FALSE AND MISLEADING AFFIDAVITS WITH THIS COURT.

Robert E. Hughes Sr.

ROBERT E. HUGHES SR
9545 88th WAY N.
SEMINOLE FLORIDA 34647
399-2644

SWORN TO AND SIGNED BEFORE ME, THIS
THE 22 DAY OF SEPTEMBER, 1995, BY
ROBERT E. HUGHES SR, WHO DID
TAKE AND OATH AND WHO PRODUCED HIS
FLORIDA DRIVERS LICENSE H230-765-40-185-0

Zonya Hall
NOTARY PUBLIC

I HEREBY CERTIFY THAT A COPY OF THIS WAS HAND DELIVERED TO
ROMAN AND ROMAN LAW FIRM, 2196 MAIN STREET, DUNEDIN, FLORIDA
34698 ON SEPTEMBER 22 1995.

Robert E. Hughes Sr.

ROBERT E. HUGHES SR

AS OF NEXT WEEK MY NEW OFFICE ADDRESS WILL BE
409 PEGASUS AVE S.
CLEARWATER FLORIDA

ZONYA HALL
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXPIRES SEPT. 23, 1998
CC398765

IN THE DISTRICT COURT OF APPEAL OF FLORIDA

IN AND FOR THE SECOND DISTRICT

ROBERT E. HUGHES SR. TRUSTEE

APPELLANT

VS

HOME SAVINGS OF AMERICA FSB

APPELLEE

**CIRCUIT CIVIL NUMBER
93-2813-MF**

**APPEAL NUMBER
95-2725**

APPELLANT'S INITIAL BRIEF

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SUMMARY OF ARGUMENT

1. THE BANKS AMMENDED COMPLAINT LACKED THE REQUIRED ATTACHMENTS. A MOTION TO DISMISS ON THOSE GROUNDS WAS MADE BY HUGHES THRU HIS ATTY.

2. A HEARING ON THE MOTION TO DISMISS WAS SET FOR HEARING BY THE BANK AND **NO NOTICE** WAS SENT TO HUGHES'S ATTORNEY OF RECORD. THE COURT FILE REFLECTS THIS.

STATEMENT OF THE FACTS AND OF THE CIRCUMSTANCES

THE APPELLANT, ROBERT E. HUGHES, was one of the Defendants below and will be referred to as "HUGHES". The Appellee, Home Savings of America was the Plaintiff below and will be referred to as "BANK". There were other parties to this action but for the purposes of this Appeal, they are not necessary.

HUGHES became trustee in May of 1993. A foreclosure was filed in late 1993. HUGHES engaged Mr. Bruce Harlan as the ATTY for the trust on March 1, 1995. On March 3, 1995 a notice of appearance and on March 9, 1995 a motion to dismiss.

On April 24, 1995 the court ordered the motion to dismiss denied without a notice to Mr. Bruce Harlan. No notice of hearing is in the courts file and none was sent. The court relied on the fact that a notice was sent to me and not the Atty. as being ok. A summary judgement was entered based on the denial of my motion to dismiss.

Hughes's motion to dismiss was based on the fact that the ammended complaint was lacking the required attachments. In Eigan vs FDIC the appellat court ruled clearly that the ammended complaint needed the attachments.

CONCLUSION

BASED ON THE FACT THAT THE BANK DID NOT SERVE NOTICE OF HEARING ON HUGHES'S RECOGNIZED COUNSEL THE SUMMARY FINAL JUDGEMENT SHOULD BE SET ASIDE. THE CASE SHOULD BE REMANDED TO THE LOWER COURT FOR TRIAL.

RESPECTFULLY SUBMITTED,

ROBERT E. HUGHES SR.

Robert E. Hughes Sr.

David G. EIGEN, Appellant,

v.

FEDERAL DEPOSIT INSURANCE
CORPORATION, Appellee.

No. 85-2434.

District Court of Appeal of Florida,
Second District.

Aug. 13, 1986.

Bank instituted mortgage foreclosure action and mortgagor moved to dismiss amended complaint for bank's failure to attach instruments sued upon. The Circuit Court, Pinellas County, Fred L. Bryson and Mark R. McGarry, Jr., JJ., denied mortgagor's motion and imposed sanctions on findings motion was wholly void of legal merit and filed in bad faith, and mortgagor appealed. The District Court of Appeal, Schoonover, J., held that motion was not wholly void of legal merit where bank's amended complaint was legally deficient at time motion was filed, though instruments sued upon had been attached to original complaint and bank had corrected deficiency in amended complaint prior to hearing on motion.

Reversed and remanded.

Mortgages ⇐475

Finding that mortgagor's motion, to dismiss foreclosure action due to bank's failure to attach debt instruments to amended complaint, was filed in bad faith and purely for purpose of delaying progress of proceedings was not justified where instruments were neither attached to nor incorporated into amended complaint at time motion to dismiss was filed, though instruments had been attached to original complaint and bank had corrected deficiency in amended complaint prior to hearing on motion to dismiss. West's F.S.A. RCP Rule 1.130(a).

Joseph P. McNulty of Earle & Earle, St. Petersburg, for appellant.

Randee K. Carson of Robbins, Gaynor, Burton, Hampp, Burns, Bronstein & Shasteen, P.A., St. Petersburg, for appellee.

SCHOONOVER, Judge.

Appellant, David G. Eigen, appeals from a final summary judgment foreclosing a mortgage on real estate located in Pinellas County, Florida. We reverse.

Park Bank of Florida instituted proceedings in the trial court by filing a mortgage foreclosure action against Eigen. The bank's original complaint alleged the existence of the instruments sued upon, and copies of those instruments were attached to the complaint. Before Eigen filed any responsive pleadings, the bank filed an amended complaint, which, except for allegations concerning accrued interest, was substantially the same as the original complaint. The instruments sued upon were neither attached to the amended complaint nor incorporated into it as required by Florida Rule of Civil Procedure 1.130(a).

Eigen filed a motion to dismiss the amended complaint on grounds that the bank failed to allege facts that would place venue in Pinellas County, Florida, failed to plead all conditions precedent to bringing the action, and failed to comply with rule 1.130(a) in that copies of the documents referred to in the amended complaint were not attached thereto.

The bank subsequently filed an instrument entitled "Notice of Filing Exhibits to Amended Complaint" and attached a copy of the instruments sued upon. The notice stated that the exhibits had inadvertently not been attached to the amended complaint at the time of filing. Simultaneously, the bank filed a motion to strike Eigen's motion to dismiss and to impose sanctions, a motion for summary judgment, an affidavit in support of summary judgment, and an affidavit of attorney's fees. Eigen then filed an affidavit in opposition to the motion for summary judgment.

SHEPPARD v. FLA. UNEMPLOYMENT APPEALS COM'N Fla. 827

Cite as 492 So.2d 827 (Fla.App. 2 Dist. 1986)

At the conclusion of the hearing on these various motions, the court found that Eigen's motion to dismiss was wholly void of legal merit and that it was filed by his attorney in bad faith and purely for the purpose of delaying the progress of the proceedings. The court struck all of Eigen's pleadings, imposed \$150 against Eigen's attorney for reasonable attorney's fees incurred by the bank in opposing the motion to dismiss, and announced that it would enter a summary judgment. The summary judgment was subsequently entered and, after a motion for rehearing was denied, this appeal timely followed. Subsequent to the filing of the notice of appeal, Federal Deposit Insurance Corporation (FDIC) became owner and holder of the instruments subject to the action upon which this appeal is based, and was substituted as a party hereto.

We find that, because the instruments that formed the basis for the bank's cause of action were neither attached to nor incorporated into the amended complaint as required by rule 1.130(a), Eigen's motion to dismiss was proper at the time it was filed. The bank's correction of the deficiency before the hearing on Eigen's motion to dismiss did not turn the motion into one void of merit; therefore, the court's conclusion that Eigen's motion was filed in bad faith and purely for the purpose of delaying the progress of the proceedings was not justified.

We also reject the bank's contention that the amended complaint was sufficient because copies of the instruments had been attached to the original complaint. Normally, an original pleading is superseded where an amended pleading does not express an intention to save any portion of it. *Shannon v. McBride*, 105 So.2d 16 (Fla. 2d DCA 1958). In this case, the amended complaint did not adopt any portions of the original complaint or even refer to it. Neither the bank's furnishing of additional copies of the instruments after Eigen's motion was filed, nor its argument that Eigen was not prejudiced because the instruments had been furnished to him at an earlier date, turned Eigen's motion to dis-

miss, although grounded on a technical deficiency, into one devoid of merit.

We, accordingly, reverse the order striking Eigen's pleadings and imposing an attorney's fee as a sanction, and we reverse the resulting summary judgment. Upon remand, Eigen should be given a reasonable opportunity to respond to the complaint, as he now concedes he is able to do.

Reversed and remanded.

RYDER, A.C.J., and CAMPBELL, J.,
concur.



Horace W. SHEPPARD, Appellant,

v.

**FLORIDA UNEMPLOYMENT
APPEALS COMMISSION,
Appellee.**

No. 86-51.

District Court of Appeal of Florida,
Second District.

Aug. 13, 1986.

Unemployment Appeals Commission ordered repayment of unemployment compensation benefits, entitlement to which was ultimately determined not to have existed. Claimant appealed. The District Court of Appeal, Frank, J., held that recovery by repayment was not subject to defenses of "equity and good conscience" available to nonfraudulently overpaid claimant from whom recoupment from future benefits is sought.

Affirmed.

Social Security and Public Welfare §737

Recovery by repayment of unemployment compensation benefits, entitlement to

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Brief has been furnished to the following by U.S.MAIL this the 12th day of October, 1993

ALAN C. PARRISH ATTY.
SHAPIRO AND FISHMAN
BAYPORT PLAZA
6200 COURTNEY CAMPBELL CAUSEWAY
Suite 300
TAMPA FLORIDA 33607



ROBERT E. HUGHES SR
409 PEGASUS AVE. S.
CLEARWATER, FLORIDA 34625
1-813-445-1002

IN THE CIRCUIT COURT OF THE 6TH JUDICIAL
CIRCUIT OF FLORIDA IN AND FOR PINELLAS COUNTY

GENERAL JURISDICTION DIVISION

HARBOURTON MORTGAGE CO., L.P., f/k/a
Platte Valley Funding, L.P.,

CASE NO. 95-2389CI-13

Plaintiff,

VS.

JEAN L. FONDREN; et al.,

Defendants.

NOTICE OF TELEPHONE CONFERENCE HEARING

TO:

Robert E. Hughes, Sr.
9545 88th Way North
Seminole, Florida 34647

YOU WILL PLEASE TAKE NOTICE that the Plaintiff will call up for a telephone conference hearing (with Plaintiff's counsel participating by telephone and **all other interested parties appearing in chambers**), before the Honorable Bruce Boyer, one of the Judges of the above-styled Court, in Chambers at the Pinellas County Courthouse, 545 First Avenue North, St. Petersburg, Florida 33701, on September 27, 1995 at 10:15 a.m., or as soon thereafter as counsel can be heard, the following:

MOTION TO INTERVENE

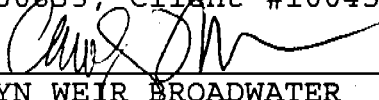
PLEASE GOVERN YOURSELVES ACCORDINGLY.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by mail to those listed above this 2nd day of June, 19 95.

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

CODILIS & STAWIARSKI
Attorneys for Plaintiff
4010 Boy Scout Boulevard
Suite 450
Tampa, Florida 33607
Telephone: (813) 877-6008
C&S #95-00633; Client #100451-4

By: 
CAROLYN WEIR BROADWATER
Fl. Bar #710903

IN THE CIRCUIT COURT OF THE 6TH JUDICIAL
CIRCUIT OF FLORIDA IN AND FOR PINELLAS COUNTY

GENERAL JURISDICTION DIVISION

HARBOURTON MORTGAGE CO., L.P., f/k/a
Platte Valley Funding, L.P.,

CASE NO. 95-2389CI-13

Plaintiff,

VS.

JEAN L. FONDREN; et al.,

Defendants.

AMENDED NOTICE OF TELEPHONE CONFERENCE HEARING

TO:

Robert E. Hughes, Sr.
9545 88th Way North
Seminole, Florida 34647

YOU WILL PLEASE TAKE NOTICE that the Plaintiff will call up for a telephone conference hearing (with Plaintiff's counsel participating by telephone and **all other interested parties appearing in chambers**), before the Honorable Bruce Boyer, one of the Judges of the above-styled Court, in Chambers at the Pinellas County Courthouse, 545 First Avenue North, St. Petersburg, Florida 33701, on September 27, 1995 at 9:30 a.m., or as soon thereafter as counsel can be heard, the following:

MOTION TO INTERVENE


PLEASE GOVERN YOURSELVES ACCORDINGLY.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by mail to those listed above this 31st day of October, 1972.

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

CODILIS & STAWIARSKI
Attorneys for Plaintiff
4010 Boy Scout Boulevard
Suite 450
Tampa, Florida 33607
Telephone: (813) 877-6008
C&S #95-00633, Client #100451-4

By: 
CAROLYN WEIR BROADWATER
Fl. Bar #710903

* Doc Assump: \$ 0.00
* Doc Tax : \$ 364.00
* Int Tax : \$ 0.00

THIS INSTRUMENT WAS PREPARED BY:
ROBERT E. MALONEY, JR., ESQUIRE
FEE, BRYAN & KOBLEGARD, P. A.
401-A S. Indian River Dr.
Fort Pierce, FL 34950
(407) 461-5020

WARRANTY DEED TO TRUSTEE
UNDER LAND TRUST AGREEMENT

THIS WARRANTY DEED made the 15 day of April, 1994, by ROBERT E. MALONEY, JR., ESQ., individually and as Trustee under the Florida Statutes Chapter 689, whose address is Post Office Box 1000, Fort Pierce, Florida 34954, hereinafter called the "Grantor", to ROBERT E. MALONEY, JR., ESQ., as Trustee under the provisions of that certain Land Trust Agreement dated April 15, 1994 and known as Trust 4731 (hereinafter referred to as "Trustee") with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described, and whose post office address is: P.O. Box 1000, Fort Pierce, Florida 34954.

WITNESSETH

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land, together with its affixed personal property, situate in St. Lucie County, Florida, to wit:

Lot 23, Block 2446, PORT ST. LUCIE, SECTION THIRTY-FOUR, according to the plat thereof, as recorded in Plat Book 15, Pages 9, 9A through 9W, of the Public Records of St. Lucie County, Florida.

This conveyance is subject to:

1. Taxes and Assessments for the year 1991 and subsequent years.
2. Zoning and other governmental regulations.

Provided further, that during the lifetime of the Beneficiaries, or either of them, ROBERT DENIKE, he shall have the exclusive right to the occupancy, possession and ROBERT DENIKE shall have use of the property as homestead.

TO HAVE AND TO HOLD the above-described real estate in fee simple with the appurtenances upon the trust and for the purposes

Johanne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1320769 OR BOOK 0897 PAGE 0181
Recorded: 04-26-94 03:59 P.M.

set forth in this Deed and in the unrecorded Land Trust Agreement dated April 15, 1994 ("Trust Agreement").

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or futuro, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property or any part thereof to condominium, to place restrictions on the property or any part thereof, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof and to deal with said property and every part thereof in all other ways, and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contract to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall

be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are Co-Trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustees shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

*This had to
Be changed too.*

The written acceptance by the successor Trustee, recorded among the public records in the County where the real property described above is located, together with evidence of the prior Trustee's death, disability, or resignation, shall be deemed conclusive proof that the successor Trustee provisions of the aforesaid Land Trust have been complied with. Evidence of the prior Trustee's death shall consist of a certified copy of the Trustee's death certificate. Evidence of the Trustee's disability shall consist of a licensed physician's affidavit establishing that the prior Trustee is incapable of performing his duties as Trustee of the aforesaid Land Trust. Evidence of the prior Trustee's resignation shall consist of a resignation, duly executed and acknowledged by the prior Trustee. The successor Trustee shall have the same powers granted to Robert E. Maloney, Jr., Esquire, the original Trustee, as set forth above.

This deed is given and accepted in accordance with Section 689.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as Trustee under the Trust Agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the Trust Agreement referred to above.

And the Grantor by this Deed fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever. "Grantor", "Grantee", "Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on this, the 15 day of April, 1995.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: J. Curtis Boyd

[Signature]
Print Name: J. Curtis Boyd

[Signature]
Print Name: PAULA DARRIGHT

[Signature]
Print Name: PAULA DARRIGHT

[Signature]
Print Name: Robert E. Maloney, Jr., Trustee
Grantor's Address:
10152 S. Ocean Drive., #314B
Jensen Beach, Florida 34957

[Signature]
Print Name: Rebecca G. Maloney
Grantor's Address:
10152 S. Ocean Drive., #314B
Jensen Beach, Florida 34957

FLORIDA LAND TRUST AGREEMENT

This is a LAND TRUST AGREEMENT (hereinafter "AGREEMENT") entered into this 15 day of April, 1994, by and between ROBERT E. MALONEY, JR., ESQUIRE, as Trustee of TRUST Number 47311, dated April 15, 1994, (hereinafter "TRUSTEE" and which shall include all successor Trustees) of St. Lucie County, State of Florida, and ROBERT DENIKE and SHERRI DUDGEON, (hereinafter "BENEFICIARIES", which shall include all successors in interest), of St. Lucie County, State of Florida.

W I T N E S S E T H

1. WHEREAS, TRUSTEE has recently taken, or is about to take title to certain real property located in St. Lucie County, Florida, described as follows:

Lot 23, Block 2446, PORT ST. LUCIE, SECTION THIRTY-FOUR, according to the plat thereof, as recorded in Plat Book 15, Pages 9, 9A through 9W, of the Public Records of St. Lucie County, Florida.

2. WHEREAS, when the TRUSTEE takes title to said property, or to any other property conveyed to it as TRUSTEE under this Agreement, it will hold the title in trust, for the uses and purposes, and subject to the terms and conditions set forth herein:

NOW, THEREFORE, for the reasons set forth above, and in consideration of \$10.00 and other good and valuable consideration, receipt of which is hereby acknowledged by each of the parties hereto, it is mutually covenanted and agreed as follows:

A. LAND: The TRUSTEE shall take title to the following real property located in St. Lucie County, Florida.
LEGAL DESCRIPTION:

Lot 23, Block 2446, PORT ST. LUCIE, SECTION THIRTY-FOUR, according to the plat thereof, as recorded in Plat Book 15, Pages 9, 9A through 9W, of the Public Records of St. Lucie County, Florida.

A.K.A 4731 S.E. Mica Court, Port St. Lucie, Florida 34953 and other property that from time to time may be deed into this trust.

B. NAME AND INTEREST OF BENEFICIARY: T h e following persons are the BENEFICIARIES of this Trust, and as such shall be entitled to all of the earnings, avails and proceeds of the trust property:

1. Robert Denike - 50%
2. Sherrif Dudgeon - 50%

C. INTEREST OF BENEFICIARY IS PERSONALTY: T h e interest of the BENEFICIARIES shall consist solely of the following rights respecting the trust property:

(1) The right to direct the TRUSTEE to deal with the title to the trust property, which power shall include, but is not limited to, directions to the Trustee to execute deeds, leases, mortgages, promissory notes, and all other instruments relating to the property, provided, however, that the Trustee shall have no individual liability whatsoever nor shall the Trustee be required to furnish any warranties that would result in any individual liability in regard to the execution of any instruments.

(2) The right to receive the proceeds and avails from the rental, sale, mortgage or other disposition of the property.

(3) Enjoyment of all rights and privileges regarding the property as if the Beneficiaries were the legal and equitable owners of the Property, subject to the provisions contained in this Trust.

The foregoing rights shall be deemed to be personal property and may be assigned and otherwise transferred as such. The BENEFICIARIES shall not have any legal or equitable right, title or interest, as realty, in or to any real property held in trust under this Agreement, or the right to require partition of that real property, but shall have only the rights, as personalty, set out above, and the death of the BENEFICIARY shall not terminate this Trust or in any manner affect the powers of the TRUSTEE.

(4) WHEREAS, it is further the intent of the Trustee to take title to the property in accordance with the provisions of Section 689.071, Florida Statutes.

(5) WHEREAS, the Trust created by this instrument shall be known for all purposes as Trust Number 4731.

D. Obligation of the Trustee With Respect to Property: The Trustee shall have no obligation to file any income, profit or other tax reports or returns or pay such or any other taxes relating to the Property, provided, however, that the Trustee shall have the right but not the obligation to file any tax

return or pay taxes relating to the Property which it, in its absolute discretion, deems should be filed by it, and in such event the Beneficiary will cooperate with the Trustee in providing such information as is necessary to the proper and correct preparation of such return and the beneficiary shall promptly pay to the Trustee the amount of said taxes due on the property. The Beneficiary shall make all returns and reports and pay all real estate and all other taxes or charges payable with respect to the Property and to the earnings, avails and proceeds of the Property or based on his interest under this Trust Agreement.

E. Purpose of Trust: The purpose of this Trust shall be to hold title to the Property until its sale or the Mortgage and Note executed by Robert Denike and Sherri Dudgeon this same date is paid in full or is otherwise terminated as set forth below.

F. Beneficiary Manages and Operates Trust Property: The Beneficiary shall have the sole possession, management and control of the selling, renting, repairing, maintaining and handling of the Property and the Trustee shall have no right or duty in respect to such matters. The Beneficiary shall and does hereby indemnify and hold the Trustee harmless from and against all expenses, including attorney's fees, obligation and liabilities which the Trustee may incur or become liable for by virtue of the Beneficiary performing the matters set forth herein or by virtue of the fact that the Trustee holds legal title to the Property. The Beneficiary shall have the right to execute leases and collect rents in its own name or through its agents. The Beneficiary is not the agent of the Trustee for any purpose whatsoever and does not have any authority whatsoever to contract or to execute leases or to do any other act or in the name of the Trustee or to obligate the Trustee personally or as Trustee.

(1) The Beneficiaries have executed a Mortgage and Promissory Note this same date. Said documents state that the Beneficiaries shall make monthly installment payments for a period of ten years with a subsequent balloon payment due thereafter. The Beneficiaries agree that they will make and continue to make payments in accordance with the terms of said Mortgage and Promissory Note.

(2) The Beneficiaries this same date state that they have executed a Letter of Direction to Trustee as set forth in Exhibit "A", which upon default by the beneficiaries allows the Trustee to deed the property to the Mortgagee.

(3) If, prior to the Mortgage and Promissory Note being paid in full, the Beneficiaries desire to direct the Trustee to transfer the property without payment of the Note in full, as required, the Beneficiaries must obtain permission, in written form, from the mortgagee, prior to authorizing Trustee to execute any deeds, mortgages, Notes, et. cetera, or before

assigning any personal interest to another party.

(G) Trust Agreement Not to be Recorded. This Agreement shall not be placed on record in the county in which the trust property is situated, or elsewhere, but if it is so recorded, that recording shall not be considered as notice of the rights of any person under this Agreement derogatory to the title or powers of the Trustee.

(H) Beneficiary Cannot Bind Trustee or Other Beneficiary. No beneficiary shall have the authority to contract for or in the name of the Trustee or any other Beneficiary or to bind the Trustee or any other Beneficiary personally.

(I) Insurance. The Beneficiary shall during the term of this Trust Agreement maintain and purchase at its expense insurance either in the name of the Trustee or showing the Trustee as an additional insured thereunder with said insurance to protect the trustee against public liability and to protect the Trustee against such other hazards or liabilities as the Trustee may reasonably require, including listing the Mortgage as an additional insured. All such insurance shall be written on insurance companies reasonably acceptable to the Trustee. At the request of the Trustee, said policies of insurance shall be delivered to the Trustee, or in lieu thereof, certificates reflecting said coverage shall be delivered to the Trustee. In all events, said policies of insurance and certificates shall contain a provision that thirty (30) days notice shall be given to the Trustee by the insurance company issuing said policies prior to cancellation or termination of said policies of insurance. In the event that the Beneficiary fails to make any payment for premiums on said policies of insurance the Trustee may, but is not required to, make said payment and said payment shall be considered an advance made by the Trustee due and payable by the Beneficiaries.

(J) Trustee Responsibility with Respect to Legal Proceedings. The Trustee shall be under no duty to take any action, to pay any money or to incur any expenses in regard to any legal proceeding involving this Trust Agreement or the Property unless it shall elect, in its absolute discretion, to do so, and be furnished with sufficient funds or be indemnified to its satisfaction by the Beneficiary. If the Trustee is served with process or notice of legal proceedings or of any other matters concerning this Trust Agreement or the Property, the sole duty of the Trustee shall be to forward the process or notice to the Beneficiary; in such case, the Beneficiary may defend said action in the name of the Trustee with counsel reasonably acceptable to the Trustee provided, however, the Trustee may at any time resign as such under this Trust Agreement or personally appear in said proceeding.

(K) Amendment of Trust Agreement. This Agreement contains the entire understanding between the parties and may be

amended, revoked or terminated only by written agreement signed by the Trustee and the Beneficiary.

(L) Florida Law Governs. This Agreement shall be construed in accordance with the laws of Florida and venue for any action on this Agreement lies within St. Lucie County, Florida.

(M) Term. The term of this Trust Agreement shall be for a period of twenty-one (21) years from the date of this Trust Agreement, unless sooner terminated as otherwise provided in this Trust Agreement. Upon expiration of this Trust Agreement and the terms contained herein, the Trustee shall convey the Property to the Beneficiary.

(N) Trustee Not Individually Liable. The Trustee shall have no individual liability or obligation whatsoever arising from its ownership of or holding legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by it in dealing with the property or in otherwise acting under this Trust Agreement upon the direction of the Beneficiary except only so far as the Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge of such liability or obligation. By way of illustration and not by way of limitation, the Trustee shall be under no duty whatsoever to execute or enter into any instrument or agreement which does not contain language acceptable to the Trustee providing that the Trustee shall have no personal liability whatsoever and that the liability of the Trustee shall be limited solely to any property that the Trustee holds under this Trust Agreement.

(O) Assignment of Beneficial Interest. The Beneficiaries may not assign any or all of its interest as Beneficiaries under this Trust Agreement unless and until all of the following three (3) conditions have been met.

(1) The original or executed duplicate of an assignment subscribed in the presence of two witnesses is delivered to the Trustee and the Trustee has accepted in writing said assignment provided, however, that the Trustee shall be under no duty or obligation whatsoever to so accept any assignment, and the Trustee may in its absolute discretion determine whether or not to accept said assignment and may in its discretion reject said assignment; and

(2) The written permission of the Mortgagee on the mortgage signed this same date consents thereto to the Assignment; and

(3) The assignee of any beneficial interest agrees in writing to be bound by all the duties and obligations of the Beneficiaries under this Trust Agreement including, but not limited to, the duty and obligation to pay to the Trustee all

advances and expenses required.

(P) Successor Trustee. In the event of the death, demise, resignation, or other incapacity to the above named Trustee, EDWIN HOLMES is hereby named as Successor Trustee and may accept such trusteeship upon the filing of a death certificate or letter of resignation by the initial trustee and by filing an affidavit of acceptance as alternate trustee.

(Q) Miscellaneous. The captions for the paragraphs contained herein are solely for the convenience of the parties and do not, in themselves, have any legal significance. Time is of the essence of this Trust Agreement. In this Trust Agreement, the plural includes the singular and, vice versa, and masculine, feminine and neuter pronouns and the words "Trustee" and Beneficiaries" shall each include all genders. This Trust Agreement constitutes the complete agreement between the parties hereto and there are no representations, agreements or understandings other than as set forth herein.

IN WITNESS WHEREOF, the Trustee and Beneficiaries have executed this Agreement the day and year first written above.

Julia Allright
Witness
J. E. [Signature]
Witness

Trustee:
Robert E. Maloney, Jr.
Robert E. Maloney, Jr.,
as Trustee under H.S.689.071

Julia Allright
Witness
J. E. [Signature]
Witness

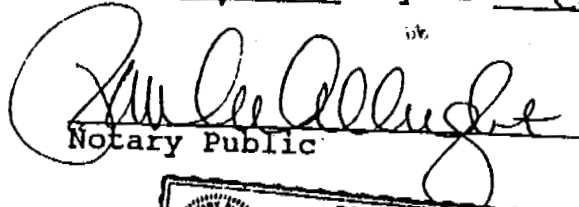
Beneficiaries:
Robert DeNike
Robert DeNike
Sherri Dudgeon
Sherri Dudgeon

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT DENIKE and SHERRI DUDGEON, to me known to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form of identification of the above-named person: DO# 0530-7601-60-027 and F.D.# D325-796-63-757, and that

an oath (~~was~~) (was not) taken.

WITNESS my hand and official seal in the State and County last
aforesaid this 15 day of April, 1994.


Notary Public



JoAnne Holman, Clerk of the Circuit Court - St. Lucie County
File Number: 1412991 OR BOOK 0967 PAGE 2517
Recorded: 07-31-95 04:05 P.M.

THIS INSTRUMENT WAS PREPARED BY AND RETURN TO:
FRANK H. FEE, III, ESQUIRE
FEE, BRYAN & KOBLEGARD, P. A.
P. O. BOX 1000
FORT PIERCE, FL 34954

* Doc Assump: \$ 0.00
* Doc Tax : \$ 0.70
* Int Tax : \$ 0.00

Property Appraiser's LD. Number: 3420-665-3058-000/4

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, Executed this 24th day of July, 1995,
by **ROBERT E. MALONEY, JR.**, as Trustee under Agreement dated April 15, 1994,
Grantor, to **EDWIN HOLMES**, as successor Trustee under Agreement dated April 15, 1994,
whose post office address is:

P. O. Box 5026 - Gulfport, FL 33737

Grantee:

(Whenever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remises, release and quit-claim unto Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land situate, lying and being in St. Lucie County, Florida, to-wit:

Lot 23, Block 2446, PORT ST. LUCIE, SECTION THIRTY-FOUR, according to the Plat thereof, as recorded in Plat Book 15, Pages 9, 9A through 9W, of the Public Records of St. Lucie County, Florida

This quit-claim deed is made and given to the successor trustee named by an express land trust agreement related to the above described real property upon resignation by grantor as prior trustee under such agreement.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents on the day and year first above written.

Signed, sealed and delivered in the presence of:

Robert E. Maloney, Jr. as Trustee
Robert E. Maloney, Jr., as Trustee aforesaid.

Deborah M. Major
Print Name: Deborah Major

Deborah M. Major
Print Name: Deborah Major

STATE OF CONNECTICUT
COUNTY OF LITCHFIELD

I hereby certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared ROBERT E. MALONEY, JR., as Trustee under Agreement dated April 15, 1994, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same. (Check one:) Said person(s) is/are personally known to me. Said person(s) provided the following type of identification: _____

Witness my hand and official seal in the County and State last aforesaid this 24th day of July, 1995.

NOTARY SEAL

Deborah M. Major
Notary Signature
Deborah M. Major
Printed Notary Name
My Commission Expires: 1/31/97

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

Chapter 7 Case
Case No. 95-3330-8P7

MARY LOU BECKER

Debtor(s) _____/

ORDER DENYING COMPLAINT AND REQUEST FOR A 2004 EXAMINATION

THIS CAUSE came on for consideration upon the Court's own motion for the purpose of entering an appropriate order. The Court having considered the record finds that ROBERT E. HUGHES, SR. has filed a/an COMPLAINT AND REQUEST FOR A 2004 EXAMINATION but said motion was not properly served pursuant to:

- (X) F.R.B.P. 9013 upon the Trustee for the Debtor.
- () F.R.B.P. 7004(b)(1) upon an individual at the individual's dwelling house, usual place of abode or where the individual regularly conducts a business or profession.
- () F.R.B.P. 7004(b)(3) upon an officer, a managing or general agent, or agent authorized by appointment or by law to receive service of process.
- () F.R.B.P. 7004(b)(4) upon the U.S. Attorney for the district, the Attorney General for the United States and the agency.
- () F.R.B.P. 7004(b)(6) upon the person or office prescribed to be served by the law of the state.
- (X) F.R.B.P. 7004(b)(9) upon the Debtor and the Attorney for the Debtor at the address of record.
- (X) F.R.B.P. 9034 upon the U.S. Trustee.
- () F.R.B.P. 3007 and Local Rule 2.10(b) upon the Claimant.
- () F.R.B.P. 4003(b) upon the at .

MARY LOU BECKER DEBTOR

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT, FLORIDA TAMPA
CASE NO. 95-03330

COMPLAINT AND REQUEST FOR A 2004 EXAMINATION

I, Robert E. Hughes hereby swears that the following are true statements.

That Mary Lou Becker has concealed assets from this court! That Mary Lou Becker has not listed all of her debts! That the court could pull a credit file on her that will list all of her credit cards and upon checking them they will find where she has paid on some she intends to keep.

Attached are some fact sheets that are hereby covered under this oath;

- A. 628 2nd ave property added value \$20,000.00
- B. U.S. 19 Lots \$10,000.00
- C. Villa in Safety Harbor
- D. Oldsmobile 2,000.00
- E. Undisclosed debts
- F. Unlisted Antiques 1,495.00
- G. Unlisted Jewelry 3,385.00
- H. Unlisted Electronics 1,495.00
- I. Fathers Estate
- J. Storage units

As I disclosed to the court, Mary Lou Becker told me last year that she was going to declare on the advice of her new boyfriend who would engineer the whole thing. I was told that the court doesn't care what is hidden. The court doesn't even look at what you have.

As to any threats that have been made I have documented them and disclosed this to the state and others. I have never threatened Mary Lou Becker as maybe the twins she has are mine as we were engaged- going together then.

I OBJECT TO THE COURTS ABANDONING ANY PROPERTY UNTIL THERE IS A HEARING.

If the court wants any further information or wants to question me or others who stand ready to testify i can be reached at 399-2644

Robert E. Hughes Sr.
ROBERT E. HUGHES SR.
9545 88th WAY N.
SEMINOLE, FL. 34647

SWORN TO AND SUBSCRIBED BEFORE ME A NOTARY PUBLIC ON THIS THE 12 DAY OF JULY 1995 BY ROBERT E. HUGHES SR. FL. DR. LICENSE # H-220-765-40-185-0 WHO DID TAKE AN OATH

Maureen Gunther
NOTARY

STAMP



REGARDING PROPERTY LOCATED AT 628 2nd AVE SOUTH, ST. PETE.

This property was sold to Mary Lou Becker as an apartment building converted from a rooming house.

Mary Lou Becker applied for the occupational license and did rent it out for a period of time. This property was sold but the buyers were told by the city that it was only a single family home now. Mary Lou Becker refused to assist in the defense of thier position and refused to turn over papers needed by them. I am now in possession of those papers and intend to fight this in court. 1. I was the trustee for this property 2. I sold this property for her. 3. I now have an interest in this property.

Mary Lou Becker carried back a mortgage on this sale. Is the court now saying that this mortgage is not due her if the proplem can be sorted out? Is the court agreeing to reduce the amount of this mortgage?

Does Mary Lou Becker get the property back if the buyers are successful?

From the fact that the buyers did in fact tender a down payment to Mary Lou Becker all indications are that there is a value here to address, NOT JUST WALKING AWAY...

A - Roll & Hughes -

REGARDING THE TWO LOTS ON U.S. 19

On a recent credit application Mary Lou Becker lists thier value as \$30,000.00.

Mary Lou Becker purchased these lots ten years ago. At the time she paid \$4,000.00 per lot.

For the court to let her transfer ownership to her fiancée (who himself is or was in chapter 7 at the time) is wrong!

The transfer price is about TWENTY FIVE PERCENT of what was paid for them. The sale price to her boyfriend is less than **NINE CENTS** on the dollar from what was listed as the value on that credit application.

WERE THESE LOTS LISTED WITH A BROKER AND WHO AND WHEN TO DETERMINE THE MARKET VALUE?

B. Rolfe Hughes et al.

REGARDING MARY LOU BECKERS VILLA 313 PLYMOUTH ST. SH

MARY LOU BECKER PURCHASED THIS VILLA FOR \$39,000.00 TEN YEARS AGO. SHE THEN DID \$20,000.00 IN RENOVATIONS AND THERE ARE THOSE WHO WILL COME FORWARD TO SWEAR TO THIS.

TWO AGO THIS VILLA WAS PLACED INTO TRUST AND THE TRUST WAS SOLD ON AN AGREEMENT FOR \$56,900.00 TO DENNIS CRINE AND HIS WIFE. LAST FALL MARY LOU BECKER STATED THAT HER NEW BOYFRIEND WANTED HER TO GET IT BACK AND THEY COULD MOVE IN AND SHE COULD THEN DECLARE BANKRUPTCY.

MARY LOU BECKER REFUSED TO SIGN THE PAPERS FOR THE CRINES AFTER THEY GOT THIER LOAN APPROVED IN JANUARY OF 1995.

the VILLA APPRAISED OUT AT \$57,000.00 AND NOT THE 36,000.00 THAT MARY LOU BECKER SWORE TO AT THIS RE-HEARING JUNE 9, 1995

MARY LOU BECKERS BOYFRIEND WHO WAS ALSO IN CHAPTER 7 AND UNEMPLOYED LOANED HER \$2,800.00 TO BUY THE CRINES OUT AND MOVEE FROM STORAGE BACK INTO THE VILLA.

TO SECURE HIS \$2,800.00 HE TOOK TITLE TO HER TWO FREE AND CLEAR LOTS ON U.S. 19

more lies under oath

C *Robt Hughes* -

REGARDING MARY LOU BECKERS 1995 OLDSMOBILE CUTLASS

THERE ISN'T A BIT OF RUST AS SHE SWORE. THIS CAR IS IN MINT CONDITION!

WHILE IT IS TRUE THAT THIS CAR WAS IN AN ACCIDENT. MARY LOU BECKER SUED THE REPAIR GARAGE AND WON AFTER WHICH SHE HAD KOTAKIS AUTO BODY REDO THE WORK.

THIS CAR HAS BEEN DETAILED EVERY YEAR AND IS SHARP. A USED CAR DEALER IN CLEARWATER HAS OFFERED TWO THOUSAND DOLLARS FOR THIS CAR TO RESELL

WHY WON'T THE HEARING OFFICER LOOK AT THE CAR HIMSELF?

MARY LOIU BECKER STATES THAT THE TRUE VALUE OF THIS CAR IS \$5,000.00 AS PER OWN CREDIT STATEMENT

WHY WON'T THE COURT CHECK HER OLD RUSTED OUT CAR TO SEE FOR ITS SELF THE TRUE VALUE OR SELL THE CAR TO SEYYLE SOME DEBTS.

I hereby offer \$2,000.00 for the car.

D. Rolfe Hughes

ADDITIONAL "UN CLAIMED" DEBTS OF MARY LOU BECKER

I STATED TO THE COURT THAT MARY LOU BECKER DIDN'T CLAIM HER SIGNET CHARGE CARD AND ASKED FOR AN ORDER SO THAT I COULD PULL HER CREDIT FILE. THIS FILE WOULD SHOW ALL CREDIT CARDS.

MARY LOU BECKER WAS ASKED AT THE HEARING IF THERE WERE ANY OTHER DEBTS AND SHE STATED UNDER OATH THAT THERE WERN'T ANY.

AT THE HEARING I PRESENTED A CREDIT APPLICATION SHOWING THREE THAT WERN'T LISTED.

SIGNET BANK	P.O. BOX 26030, RICHMOND, VA.	23276-0001
	card no. 421741272982138	\$1939.00
INDIVIDUALIZED BANK CARD SERVICES	P.O. BOX 15019	
WILMINGTON, DE	19886-5408	
	card no. 4800129285004447	\$5,609.00
MONOGRAM BANK USA	P.O. BOX 650479 DALLAS TX	75265-0479
	card no. 416878800033596	\$4,697.00

THESE ARE JUST THREE CARDS THAT WERN'T LISTED. THIS COURT SHOULD FOLLOW UP ON ITS OWN!

THIS INFORMATION IS FROM A CREDIT APPLICATION THAT MARY LOU BECKER MADE OUT FOR THE LOAN WITH CHRYSLER FIRST

ON TOP OF THIS THERE IS A SMALL CLAIMS ACTION WHERE THE LOWER COURT SAW FIT TO JOIN ME AS A PLAINTIFF. THIS OBLIGATION IS NOT LISTED BY MARY LOU BECKER.

E. Robt Hughes 2.

REGARDING ANTIQUES OWNED BY MARY LOU BECKER

SHE HAS A ROCKING CHAIR MADE BY SLAVES	VALUE	\$350.00
A TWO SECTION SCREEN		\$125.00
A CAST IRON STOVE		\$125.00
A COAL SKUTTLE		25.00
A SILK NIGHT CAP		40.00
A 10 GALLON CROCK		50.00
A CEDAR CHEST		200.00
A PIER MIRROR		125.00
A WHISKY JUG		45.00
OLD SODA BOTTLES		75.00
THREE BOW FRONT GLASS PICTURE FRAMES	45.00 ea	135.00
A MOUNTED RATTLE SNAKE SKIN		100.00
CHILDS ANTIQUE WOODEN HORSE		100.00

TOTAL **\$1,495.00**

plus there are other items

VARIOUS PEOPLE WHO SAW THESE ITEMS IN HER VILLA WILL SWEAR UNDER OATH.

FOUR OF THE ABOVE ITEMS I GAVE HER SO HER TESTIMONY THAT SHE DIDN'T OWN ANY IS A LIE.

MARY LOU BECKER STATED ON HER OWN CREDIT APPLICATION THAT SHE DID IN FACT OWN ANTIQUES AND ALONG WITH HER OTHER PERSONAL ITEMS THEY ARE WORTH \$18,000.00

F. Rols Hughes

REGARDING MARY LOU BECKERS JEWELRY

AT THE FIRST HEARING MARY LOU BECKER WAS WEARING HER ENGAGEMENT RING, A GOLD LACE RING, A NECKLACE, AND EARRINGS.

AT THE SECOND HEARING SHE WORE DIFFERENT EARRINGS BUT STATED HER FIANCEE (LIVE IN TOOK THE RING BACK UNTIL THIS IS OVER. SHE FURTHER STATED THAT SHE DIDN'T OWN ANYTHING BUT ONE SET OF EARRINGS.

IN THE FIRST HEARING SHE STATED THAT SHE HADN'T SOLD OR DISPOSED OF ANYTHING.

AS HER EX FIANCEE (UNTIL 10 of 94) I KNOW THE TRUTH! MARY LOU BECKER HAS SAVED EVERY DRESS SHE EVER OWNED AND THEY ARE IN NEW CONDITION. I HAVE BOUGHT HER MANY ITEMS AS WELL AS HER OTHER BOYFRIENDS. SHE HAS A LARGE COLLECTION AND I HAVE OTHER PEOPLE THAT WILL TESTIFY TO THIS.

CAN HER NEW BOYFRIEND TAKE A RING FOR SAFE KEEPING UNTIL THIS IS OVER?

LISTING OF SOME OF HER JEWELRY:

TWO GOLD ANKLE BRACELETS	.25.00 ea	\$50 00
ONE GOLD LACE RING		250 00
ONE GOLD RING W/STONE		100.00
VARIOUS EARRINGS	some gold some silver	400.00
TWO BROCHES		60.00
ONE STICK PIN		25.00
ONE LARGE HERRINGBONE NECKLACE	14- GOLD	400.00
TWO OTHER SMALLER GOLD NECKLACES		100.00
	TOTAL	\$1.385.00
ONE NEW ENGAGEMENT RING		2.000.00
	FINAL TOTAL	\$3.385.00

G. Robert Hughes Sr.

**REGARDING MARY LOU BECKERS SURROUND SOUND STEREO AND TV.
COST A CASH ADVANCE ON CREDIT \$1,495.00**

THIS SYSTEM WAS PURCHASED THREE YEARS AGO. HOWEVER IT WAS SET UP IN HER VILLA WHERE SHE DIDN'T LIVE FOR ONE YEAR THEN IT WAS MOVED TO HER MOTHERS HOUSE. THIS SYSTEM WASN'T BROKEN TWO YEARS AGO!! SHE MOVED IT INTO THE VILLA IN FEBRUARY OF 1995 MARY LOU BECKER TESTIFIED IN THE FIRST HEARING THAT SHE DIDN'T DISPOSE OF ANYTHING YET NOW SHE SAYS SHE SOLD IT TO SOMEONE.

THE TV IS ALSO NEW AND THAT IS BEING OVERLOOKED.

MARY LOU BECKER HAS NEVER HAD A PARTY IN HER LIFE!!!

**MARY LOU BECKER ALSO OWNS A BANJO AND WAS TAKING LESSONS FROM
A MR. JON YAGGY. PHONE NO. 468-6301**

H. Roll & Hughes a.

**REGARDING THE ESTATE OF RUDOLPH BECKER
MARY LOU BECKERS LATE FATHER**

I STATED TO THIS HEARING THAT THERE WASN'T A PROBATE FILED. IF THERE WAS NO WILL THAN AND IN THAT EVENT MARY LOU BECKER WOULD BE ENTITLED TO A SHARE OF HIS ESTATE.

ONE ITEM IN THAT ESTATE IS A GIGANTIC MODEL RAILROAD COLLECTION. FOR MARY LOU BECKER TO STATE THAT SHE DIDN'T KNOW OF SUCH A COLLECTION IS A LIE. THIS COLLECTION IS HOUSED IN A VARY LARGE BUILDING ON HER MOTHERS PROPERTY. I GAVE MR. BECKER MANY OLD TRAIN ITEMS INCLUDING A WOODEN LIONEL TRAIN SET.

AS FOR OTHER PROPERTY THAT WAS LEFT TO THE BECKERS THERE IS A 10 ACRE PARCEL ON SUMMERDALE DRIVE AND OTHER LOTS. I AM NOT SURE IF MR. BECKER HAD AN INTEREST OR IF THAT WAS HELD BY MRS. BECKER.

DOESN'T THE COURT INVESTIGATE ON ITS OWN?

IF THERE WAS A LIVING TRUST THAN MARY LOU BECKER WOULD NOT HAVE ANY INTEREST IN THE ABOVE.

J. Roll Hughes

**REGARDING THE STATEMENT OF MARY LOU BECKER ABOUT THE TWO
LARGE STORAGE UNITS THAT SHE RENTED.**

TWO YEARS AGO Mary Lou Becker rented two (the largest they had) storage units on U.S. 19 just n. of Gulf to Bay
The trustee could have checked this out!

She stated that her sister, aunt, and her Mother shared them
and this is a lie!!!

Her sister has a home and a garage.
Her aunt lives in inverness.
Her Mother has three storage units on her 2 acres in
countryside where she lives alone.

On top of these storage units Mary Lou Becker stores her
other property in a vacant bedroom and a storage shed behind
her mothers home.

The trustee could have requested a copy of the lease.

I have been there and no one other than Mary Lou Becker ever
had anything in those units. On top of this her relatives
were never there.

J. Rolf Hughes -

MR. LARRY HYMAN

LISTING OF LIABILITIES OF MARY LOU BECKER
95-3330-8P7

1. SINCE MARY LOU BECKER SOLD THE APARTMENT BUILDING AT 628 2nd Ave. s., ST. PETERSBURG, FL. THE MORTGAGE PAYABLE TO CHRYSLER FIRST BUSINESS IS HER RESPONSIBILITY ONLY UNTIL SHE COOPERATES AND HAS THE BALANCE REDUCED. AT THAT POINT SHE WILL START RECEIVING MONTHLY PAYMENTS.

AS YOU CAN SEE FROM THE ATTACHED LETTER MARY LOU BECKER HAS MANY CREDIT CARDS---OVER TWENTY.

IF YOU WERE TO ISSUE A DIRECTIVE TO THE VARIOUS CREDIT REPORTING AGENCIES I WILL PAY FOR THE CREDIT REPORTS THAT SHOW ALL OF HER CARDS. MARY LOU HAS STATED THAT SHE IS PAYING ON THREE AND INTENDS TO KEEP THEM. ALL DEBITS MUST BE LISTED! *SIGNET BANK IS ONE!*

MARY LOU BECKER LISTED ME AS A CREDITOR ONLY IN REGARDS TO A CIRCUIT COURT CASE. HOWEVER, I AM ALSO A PLAINTIFF IN A SMALL CLAIMS ACTION AGAINST HER.

MARY LOU BECKER OWES \$700.00 FOR FLYING LESSONS (ULTRA LIGHT) THIS IS NOT LISTED.

DOES HER FILING COVER ONGOING TRUSTEE FEES AND COSTS ASSOCIATED WITH HER TWO TRUSTS?

AS MARY LOU BECKER IS LIABLE FOR ANY JUDGEMENT AGAINST HER TRUSTEE MUST ALL ACTION AGAINST THE TRUSTEE STOP OR WHAT?

THERE IS A LOT IN LUTZ, A LOT IN OLDSMAR, AND TEN ACRES NEAR COUNTRYSIDE MALL THAT DUE TO NO PROBATE MARY LOU BECKER MAY HAVE A 20% OF A 1/3 INTEREST IN.

I DIDN'T SEE PINELLAS COUNTY SHOWN YET THEY ARE COVERING HER BABIES BIRTH COST.

MARY LOU BECKER DID NOT AMMEND HER TAX RETURN TO SHOW 1099 INCOME YET THIS WASN'T SHOWN.

ARE CREDITORS ALLOWED TO PROCEED WITH COURT ACTIONS INVOLVING FRADULENT INDUCEMENT IN THE TRANSFER OF REAL PROPERTY AND THE CONVERSION OF DOWN PAYMENT MONIES TO HER OWN USE OR IS THAT ACTION STAYED?

ROBERT NE. HUGHES SR. *Robt Hughes*

ATTACHED IS MY STATEMENT OF CLAIM AS A SECURED CREDITOR TO COVER TRUSTEE FEES INCURRED AND BEING INCURRED.

MR. LARRY HYMAN

LISTING OF ASSETS OF MARY LOU BECKER #95-3330-8P7

1. HER FATHER DIED THREE YEARS AGO AND BASED ON THE PUBLIC RECORDS THERE WASN'T A PROBATE FILED.

AS HIS DAUGHTER SHE IS ENTITLED TO A SHARE. AMONG OTHER THINGS HE LEFT A MODEL TRAIN COLLECTION WORTH WELL IN EXCESS OF \$50,000.00

2. MARY LOU BECKER TOOK CASH ADVANCES ON HER CREDIT CARDS TO PURCHASE VARIOUS ITEMS. FOUR YEARS AGO SHE PURCHASED A SURROUND SOUND STEREO SYSTEM THAT COST OVER \$1,100.00 THAT ALONG WITH A NEW T.V. HAVE BEEN IN STORAGE AT HER MOTHERS HOME AT 2840 N. SUMMERDALE DR., CLEARWATER, FLORIDA

3. MARY LOU BECKER OWNS A 1985 olds cutlass THAT HAS BEEN KEPT IN MINT CONDITION. PETER NICHOLS OF UNIVERSAL MOTORS HAS OFFERED \$2,000.00 AS A WHOLESALE PURCHASE PRICE. THIS CAR HAS BEEN DETAILED EVERY YEAR IN IS WORTH \$4,000.00 to \$5,000.00 on the lot.

4. MARY LOU BECKER OWNS A VILLA AT 313 PLYMOUTH ST., SAFETY HARBOR, FLORIDA. SHE SOLD THAT VILLA TO DENNIS CRINE TWO YEARS AGO WITH A BALLOON DUE IN 1995. THE SALE PRICE WAS \$55,900.00 NOT THE 36,000.00 VALUE THAT SHE PLACED ON IT FOR THE COURT. WHEN THE CRINES WENT TO PAY HER OFF IN FEBRUARY SHE REFUSED TO CLOSE AND INSTEAD BOUGHT THE CRINES OFF AND MOVED IN TO SHIELD THIS PROPERTY FROM CREDITORS.

HER LIVE IN FIANCEE, ANDREW TILLMAN, (PURCHASED HER TWO FREE AND CLEAR LOTS IN N. FLORIDA FOR 25 CENTS ON THE DOLLAR TO GIVE HER THE MONEY TO BUY OFF THE CRINES. IF MONEY WAS LOANED ON THE PLYMOUTH ST HOUSE THAN THAT SHOULD HAVE BEEN THE COLLATERAL. THIS TRANSACTION IS A SHAM ON THE COURT. THE LOTS SHOULD BE SOLD FOR THE BENIFIT OF HER CREDITORS. THIS TRANSACTION TOOK PLACE WITH MR. ANDREW TILLMAN WHO HIM SELF WAS IN BANKRUPTCY AT THE TIME. THIS WHOLE THING WAS PLANNED OUT IN ADVANCE SEE LETTER _____

5. THERE IS THE MATTER OF JANE CILINE BRYANT CRC 9400390CFAND-A SHE HAS BEEN FOUND GUILTY OF THEFT AND HAS BEEN ORDERED TO REPAY MARY LOU BECKER THE AMOUNT OF RENT SHE STOLE OVER \$400.00

6. THE LISTING OF HER CLOTHING IS A JOKE BUT OVERLOOKING THAT WE COME TO THE MATTER OF HER BANK ACCOUNT WHY WASN'T THAT LISTED?

7. A FIVE GALLON JUG OF COINS THAT IS FULL EST. \$200.00

8. AN ANTIQUE SCREEN TWO PANELS, FOUR ANTIQUE PICTURES WITH BUBBLE GLASS, A ROCKING CHAIR THAT SHE TURNED DOWN \$350.00 offer, CEDAR CHEST, HER BEDROOM SET IS WORTH OVER \$500.00

GARAGE SALE PRICE, HER DINING SET IS WORTH \$300.00, various antiques \$300.00, her appliances have barely been used and are worth well over \$1,000.00

THE TRUE VALUE OF HER PERSONAL PROPERTY IS IN EXCESS OF \$3,000.00 AND I CAN IDENTIFY IT ALL.

IT MUST BE REMEMBERED THAT MARY LOU BECKER PAID \$200.00 PER MONTH FOR TWO YEARS TO STORE THIS STUFF IN TWO LARGE GARAGES ON U.S. 19 JUST NORTH OF GULF TO BAY BLVD.

9. MARY LOU BECKER STATES THAT SHE OWNS AN APARTMENT BUILDING AT 628 2nd AVE S., ST. PETERSBURG FL. THIS IS NOT TRUE. SHE SOLD THIS BUILDING ON AN AGREEMENT WHERE AFTER THE TERMS WERE MODIFIED SHE IS STILL TO RECIEVE \$45,000.00 IN PAYMENTS THRU HER ATTORNEY MR. BRUCE HARLAN AS TRUSTEE OF THE FIRST COMMUNITY TRUST. MARY LOU BECKER IS THE SOLE BENEFICIARY OF THAT TRUST.

MARY LOU BECKER WAS PAID \$2,000.00 DOWN FOR THAT PROPERTY AND GRANTED SHE SPENT \$1,350.00 ON MORTGAGE PAYMENTS SHE DID SELL IT AND DID NOT REPORT THE SALE ON HER TAXES BUT CLAIMED THE DEPRECIATION AND LOSS.

IF MARY LOU BECKER WOULD COOPERATE THAT PROPERTY WOULD START PAYING HER MONTHLY. HER REFUSAL IS CAUSING THE PROPERTY TO GO TO WASTE. A DIRECTIVE FOR THE BUILDING TO BE OPENED UP AS THE SEVEN UNITS IT WAS WOULD RESTORE ITS VALUE.

TOTALS:

2 LOTS QUICK SALE	\$4,000.00 each	\$8,000.00
1 AUTOMOBILE	WHOLESALE	2,000.00
cash and bank		200.00
furnishings		3,000.00
carry back mortgage	628 2nd	45,000.00
total available	-----	\$58,200.00

MARY LOU STATES THAT ANYTHING SHE DIDN'LIST IS HER LIVE IN BOYFRIENDS HOWEVER HE JUST WENT THRU BANKRUPTCY. MARY LOU STATED THAT SHE HASN'T DISPOSED OF ANYTHING THEREFOR ALL OF HER BELONGINGS SHOULD BE THERE OR AT HER MOTHERS.

AT MY LAST COUNT MARY LOU OWNED OVER 32 DRESSES, 9 PAIRS OF SHOES, 2 LADIES SUITS, 4 HATS, UNLESS HER BOYFRIEND NOW WEARS THESE SHE FORGOT TO COUNT THEM.

HOW COME NO JEWELRY WAS LISTED
AS A CREDITOR I DEMAND AN ACCOUNTING AND APPRAISAL.

ROBERT E. HUGHES SR.
9545 88th WAY N.
SEMINOLE, FLORIDA 34647

Robert E. Hughes Sr.