RECEIVED 11/27/2019 FLORIDA SUPREME COURT

IN THE SUPREME COURT OF FLORIDA

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6

vs.

TERRI P. PAGE, et al.

CERTIFIED COPIES OF APPEAL PAPERS

CASE NO. 19-1137

FOURTH DCA CASE NO. 18-0816

CASE NO. 19-1137
DOCKET NO. 18-0816

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6 v. TERRI P. PAGE, et al.

INDEX TO SUPREME COURT RECORD

Notice of Appeal Filed
Filed Mar 14, 2018.....5

Acknowledgement Letter
Filed Mar 14, 2018.....12

Order to pay filing fee - Civil appeal
Filed Mar 14, 2018.....17

Filing Fee $300
Filed Mar 20, 2018.....19

Mot. for Extension of time to file Initial Brief
Filed May 22, 2018.....20

Order Grant EOT for Initial Brief
Filed May 30, 2018.....23

Notice of Agreed Extension - Initial Brief
Filed Jul 13, 2018.....24

Notice of Appearance
Filed Aug 9, 2018.....26

Motion To File Supplemental Record
Filed Aug 10, 2018.....28

Initial Brief on Merits
Filed Aug 10, 2018.....31

Supplemental Records
Filed Aug 13, 2018.....54

ORD-Allowing Attachment to Record
Filed Aug 13, 2018.....64

Mot. for Extension of time to file Answer Brief
Filed Sep 5, 2018.....65

Order Granting EOT Answer brief
Filed Sep 6, 2018.....67

Motion To Stay
Filed Sep 25, 2018.....68

Mot. for Extension of time to file Answer Brief
Filed Oct 1, 2018.....151

Order Granting EOT Answer brief
Filed Oct 2, 2018.....153

Response
Filed Oct 5, 2018.....154

Order Denying Stay
Filed Oct 8, 2018.....161

Mot. for Extension of time to file Answer Brief
Filed Oct 29, 2018.....162

Order Granting EOT Answer brief
Filed Oct 29, 2018.....164

Mot. for Extension of time to file Answer Brief
Filed Nov 28, 2018.....165

Response
Filed Nov 28, 2018.....167

ORD-Answer Brief to be Served
Filed Nov 29, 2018.....169

Appellee's Answer Brief
Filed Dec 10, 2018.....170

Appendix to Brief
Filed Dec 10, 2018.....193

Motion For Attorney's Fees
Filed Dec 10, 2018.....242

Motion To File Supplemental Record
Filed Dec 11, 2018.....244

Order Striking Appendix - Non-Compliance With R. 9
Filed Dec 11, 2018.....246

Appendix to Brief
Filed Dec 12, 2018.....247

Order Striking Appendix - Non-Compliance With R. 9
Filed Dec 13, 2018.....296

Appendix to Brief
Filed Dec 13, 2018.....297

Order Striking Appendix - Non-Compliance With R. 9
Filed Dec 14, 2018.....346

Appendix to Brief
Filed Dec 14, 2018.....347

Supplemental Records
Filed Dec 27, 2018.....396

ORD-Allowing Attachment to Record
Filed Dec 27, 2018.....397

Mot. for Extension of Time to File Reply Brief
Filed Jan 16, 2019.....398

Order Grant EOT Reply brief
Filed Jan 17, 2019.....401

Motion To Strike
Filed Jan 31, 2019.....402

Appellant's Reply Brief
Filed Jan 31, 2019.....406

Request for Oral Argument
Filed Feb 8, 2019.....427

ORD-Appellee to File Response
Filed Feb 19, 2019.....429

Response
Filed Mar 1, 2019.....430

ORD-Deferring to Merits Panel
Filed Mar 18, 2019.....434

ORD-Dispensing Oral Argument
Filed Apr 10, 2019.....435

Notice of Supplemental Authority
Filed Apr 22, 2019.....436

Reversed
Filed Jun 12, 2019.....442

Deny Attorney's Fees
Filed Jun 12, 2019.....446

Order Deny Motion to Strike
Filed Jun 12, 2019.....447

Mandate
Filed Jun 28, 2019.....448

Notice of Discretionary Jurisdiction to Supreme Court
Filed Jul 3, 2019.....449

Notice sent to the Supreme Court
Filed Jul 3, 2019.....451

Ack. Receipt from SC - Petf/Rev
Filed Jul 10, 2019.....452

Misc. Supreme Court Order
Filed Nov 25, 2019.....454

Filing # 69122759 E-Filed 03/12/2018 01:39:58 PM

RECEIVED, 3/14/2018 8:23 AM, Clerk, Fourth District Court of Appeal

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

CASE NO.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,
Plaintiff

v.

TERRI P. PAGE, et al.,

Defendants.
_____/

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that Plaintiff, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6, appeals to the District Court of Appeal, Fourth District of Florida, the Order dated September 12, 2016 on Defendant's Motion for Attorney's Fees; the Order dated October 25, 2017 on Plaintiff's Motion for Reconsideration of the Order on Defendant's Motion for Attorney's Fees; and the Final Judgment Awarding Attorney's Fees, rendered on February 15, 2018. The nature of the Orders is a final order awarding Defendant TERRI P. PAGE her attorney's fees and costs (collectively, the "Final Judgment"). A conformed copy of the Final Judgment is attached to this Notice in accordance with Rule 9.110(d).

Respectfully Submitted,

McGLINCHEY STAFFORD

/s/ William L. Grimsley
William L. Grimsley, Esq.
Fla. Bar # 084226
McGlinchey Stafford
10407 Centurion Pkwy. N., Ste. 200
Jacksonville, FL 32256
Tel: (904) 224-4449
Email: wgrimsley@mcglinchey.com
lwhite@mcglinchey.com
Co-counsel for Plaintiff

1334318.1

*** FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 3/12/2018 1:39:56 PM.****

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished, via the following manner, this _12th_ day of March 2018, to the following:

Service List:

Courtyards of Grand Palms Association, Inc.
c/o Shaun Michael Zaciewski, Esq.
Law Offices of Shaun M. Zaciewski, PA
4010 N Circle Dr.
Hollywood, FL 33021
Email: shaunz@zaciewskilaw.com

Grand Palms Community Association, Inc.
c/o Irvin Wayne Nachman, Esq.
Irvin W. Nachman, P.A.
4441 Stirling Rd.
Fort Lauderdale, FL 33314
Email: LienCoFlorida@gmail.com

Luisa Belilty Benzaquen AKA Luisa De Bencid
15842 SW 10th St.
Pembroke Pines, FL 33027

Terri P. Page
c/o Neustein Law Group
18305 Biscayne Blvd Suite 250
Aventura, FL 33160
Email: nlglaw@yahoo.com, maday@neusteinlaw.com

Jacquelyn Satmary, Esq.
Albertelli Law
P.O. Box 23028
Tampa, FL 33623
Email: servealaw@albertellilaw.com

/s/ William L. Grimsley
Attorney

CIRCUIT COURT 17th JUDICIAL CIRCUIT BROWARD COUNTY FLORIDA

STATE OF FLORIDA
BROWARD COUNTY
I DO HEREBY CERTIFY the within and foregoing is a true and correct copy of the original as it appears on record and file in the office of the Circuit Court Clerk of Broward County, Florida.
WITNESS my hand and Official Seal at Fort Lauderdale, Florida, this the 14th day of March A.D. 20 18.
Brenda D. Forman
Deputy Clerk

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

CASE NO.: CACE0966227
DIVISION:

DEUTSCHE BANK TRUST COMPANY AMERICAS AS
TRUSTEE RALI 2006-QS6,
Plaintiff,

vs.

TERRI P. PAGE, et al,
Defendant(s).
_____/

ORDER ON DEFENDANT'S MOTION FOR ATTORNEY'S FEES

THIS MATTER came on for consideration upon the Defendant's Motion for Attorney Fees, and the Court having considered the motion, arguments of counsel and the parties, and having been otherwise advised in the premises, it is hereby:

ORDERED AND ADJUDGED:

1. The Motion is hereby GRANTED / DENIED.
2. Court reserves jurisdiction to determine amount B.S.

DONE AND ORDERED this 12 day of Sept., 2016 in Broward County, Florida.

CIRCUIT COURT JUDGE

Conformed Copies to:
Albertelli Law
P.O. Box 23028
Tampa, FL 33623
E-Service: Servealaw@albertellilaw.com
And all parties on the attached service list

16-012835 Nicole Moskowitz - A 56570

T Travis Bailey 121775

Service List

Courtyards of Grand Palms Association, Inc.
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shaunz@zaciewskilaw.com

Grand Palms Community Association, Inc.
C/O Irvin Wayne Nachman, Esq.
Irvin W. Nachman, P.A.
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Maday@neusteinlaw.com

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 10/25/2017 3:26:24 PM.****

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA
DIVISION 11

CASE NO.: CACE09066227

Filed In Open Court
CLERK OF THE CIRCUIT COURT
ON OCT 25 2017
BY

Deutsche Bank Trust Co,
PLAINTIFF
v.

Terri P. Page; et al.
Defendant(s).
_____/

ORDER DENYING THE PLAINTIFF'S MOTION FOR RECONSIDERATION

The Court, having considered the **PLAINTIFF'S** Motion for reconsideration hereby **DENIES** the motion.

DONE AND ORDERED at Fort Lauderdale, Broward County, Florida this 25th day of OCTOBER, 2017.

_____
Circuit Judge Barry J. Stone

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Diana Sobel, Room 470, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, 954-831-7721 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

Instr# 114916668 , Page 1 of 2, Recorded 02/27/2018 at 04:48 PM
Broward County Commission

**** FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 2/15/2018 2:41:14 PM.****

Filed In Open Court
CLERK OF THE CIRCUIT COURT
ON 2/15/18
BY

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Plaintiff,

v.

TERRI P. PAGE,

Defendant.

FINAL JUDGMENT AWARDING ATTORNEY'S FEES

This cause having come before the Court on Defendant, TERRI PAGE'S Motion for Attorney's Fees and the Court having reviewed the Motion and all supporting documentation finds, it is thereupon;

ORDERED AND ADJUDGED that:

1. A Final Judgment is hereby entered against the Plaintiff, DEUTSCHE BANK and in favor of Neustein Law Group P.A., 18305 Biscayne Blvd., Suite 250, Aventura, FL 33160 in the sum of $52,294.00 that shall bear interest at the rate of 5.17% a year, for which let execution issue forthwith. The court finds that the rates and hours billed are reasonable.

2. The Court finds that reasonable attorney's fees for the trial court action in this matter are $39,904.00.

3. The Court finds that reasonable attorney's fees for the appellate court action are $12,390.00.

4. The Court finds that $550.00 an hour is a reasonable hourly rate for Frederick Neustein and Charles L. Neustein; that $495.00 an hour is a reasonable hourly rate for Nicole Moskowitz and Vanessa J. Bravo; and that $195.00 an hour is a reasonable hourly rate for Paralegals.

5. The Court finds that $2,000 is reasonable for expert, David Charlip, Esq.

6. The Plaintiff shall deliver a check in the amount of $54,294.00 payable to Neustein Law Group, P.A. Trust within 30 days.

7. It is further ordered and adjudged that, if the judgment is not satisfied, the judgment debtor shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed. Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor(s) to complete form 1.977, including all required attachments, and serve it on the judgment creditor's attorney or the judgment creditor if the judgment creditor is not represented by an attorney.

8. The Plaintiff hereby reserves the right to appeal the Court's determination of Defendant's entitlement to attorney's fees and costs.

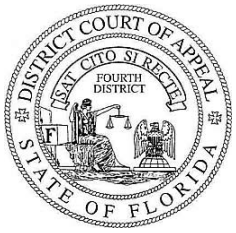
DONE AND ORDERED in Broward County, Florida this 15 day of February, 2018.

CIRCUIT COURT JUDGE

Copies furnished to:
Nicole R. Moskowitz, Esq., *Neustein Law Group, P.A.*, NLGlaw@yahoo.com
Danielle B. Salem, Esq., McGlinchey Stafford, dsalem@mcglinchey.com

50248

Nicole Moskowitz 56570



Fourth District Court of Appeal
110 South Tamarind Avenue
West Palm Beach, Florida 33401
(561) 242-2000

ACKNOWLEDGMENT OF NEW CASE

DATE: March 14, 2018

STYLE: DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6 v. TERRI P. PAGE, et al.

4DCA#: 18-0816

The Fourth District Court of Appeal has received the Notice of Appeal reflecting a filing date of March 12, 2018.

The county of origin is Broward.

The lower tribunal case number provided is CACE0966227.

Fee Status: Due

Case Type: Civil Foreclosure Final

The Fourth District Court of Appeal's case number must be utilized on all pleadings and correspondence filed in this cause. Moreover, ALL PLEADINGS MUST INCLUDE THE ATTORNEY'S FLORIDA BAR NUMBER and a physical address.

ELECTRONIC FILING IS MANDATORY FOR ALL ATTORNEYS. Please visit edca.4dca.org to register for eDCA, the court's electronic filing system.

ATTORNEYS WHO HAVE NOT REGISTERED FOR eDCA WILL NOT RECEIVE FURTHER PAPER DOCUMENTS FROM THE COURT

cc: Shaun Michael Zaciewski, Irvin Wayne Nachman, William L. Grimsley, Neustein Law Group Pa, Jacquelyn Renee Satmary, Luisa Belilty Benzaquen, Clerk Broward

kw

FOURTH DISTRICT COURT OF APPEAL

NOTICE TO ATTORNEYS AND TO PARTIES REPRESENTING THEMSELVES

REVISED OCTOBER 1, 2017

Please read the following court policies and requirements concerning the appeal or petition you have filed.

IMPORTANT REMINDERS

- **PURSUANT TO ADMINISTRATIVE ORDER 2014-1, ALL EMERGENCY FILINGS MUST BE ACCOMPANIED BY A SEPARATELY FILED REQUEST FOR EMERGENCY TREATMENT.** Please review Administrative Order 2014-1 on the court's website at www.4dca.org for further details.
- **ELECTRONIC FILING IS MANDATORY FOR ALL ATTORNEYS.** Please visit edca.4dca.org to register for eDCA, the court's electronic filing system. **After this notice, the court will send no further paper documents to non-registered attorneys.**
- ***Pro se* parties (parties representing themselves without a lawyer) may file electronically**. Please visit edca.4dca.org to register. Please visit the court's website at www.4dca.org for details and administrative orders.

ELECTRONIC FILING TIPS AND APPENDICES

- All electronic filings are required to be "filed in a format capable of being electronically searched." Fla. R. Jud. Admin. 2.520(b). Searchable PDFs may be created by:
  - *For documents composed using a word processing application*, using the "Save As" function to save the document directly to PDF format. There is no need to run Optical Character Recognition ("OCR") to make the document searchable – it is done automatically.
  - *For scanned documents*, use the Adobe Acrobat "Text Recognition" function. Adobe Acrobat can also be used to check and fix suspected OCR errors.
- **On September 7, 2017, the Supreme Court of Florida amended Florida Rule of Appellate Procedure 9.220, effective October 1, 2017. *In re: Amendments to the Florida Rules of Appellate Procedure*, No. 16-1377 (Fla. Sept. 7, 2017). In amending Florida Rule of Appellate Procedure 9.220, the Florida Supreme Court established certain requirements for the electronic filing of appendices. Electronic appendices which do not comply with the amended Rule 9.220 will be stricken.**

NOTICES

1. **MOTIONS** (Fla. R. App. P. 9.300)
   - Excessive motion practice is strongly discouraged.
   - Any record material supporting a motion shall be contained in an appendix with the motion.
   - Motions concerning preparation of the record or brief, extensions of time (see paragraph 2 below), or to reschedule oral argument, shall contain a certificate that opposing counsel has

been consulted and shall state whether opposing counsel has an objection to the motion. Attempts to contact opposing counsel are not sufficient.

- Any response to a motion shall be promptly filed, and in any case not later than 10 days after service.
- Motions for extension of time or to supplement the record may be ruled on without waiting for a response.
- **No reply to the response will be considered unless specifically authorized by this Court.** Any unauthorized reply will be stricken without consideration.

2. **EXTENSIONS OF TIME**
   - Limited extensions for initial and answer briefs will be granted by the clerk, unless the motion certifies that the opposing party opposes the motion.
   - Extensions of time for preparation of the transcript or the record on appeal automatically extend the time for service of the initial brief.
   - The court may limit extensions in any appeal. See paragraph 1 above for motion requirements.
   - In lieu of an agreed motion for extension of time to file an initial, answer or reply brief, pursuant to Fla. R. App. P. 9.300(a), the court will accept a notice from a party that the parties have agreed to a specific extension of time. In criminal appeals, an agreed notice will be accepted for up to a total of 120 days for an initial or answer brief, and 60 days for a reply brief. In non-criminal appeals, an agreed notice will be accepted for up to a total of 90 days for an initial or answer brief, and 30 days for a reply brief. The notice need not be signed by both parties. No order will issue from the court: please check the docket entry. This procedure shall not apply to appeals from adoptions, dependency, termination of parental rights, non-final orders, or any expedited or emergency appeal. See Administrative Order No. 2016-1 on the court's website for details as to the form of the notice.
   - **Extension requests beyond the time frames set forth above, whether the prior extensions were by agreed notice or by order granting an extension, are disfavored and will not be granted absent a detailed explanation for why the brief was not filed and a showing of extraordinary circumstances.**

3. **SERVICE OF FILINGS** (Fla. R. App. P. 9.420)
   - All filings, e.g., motions, petitions, notices, briefs, appendices, etc., must contain a certificate of service. All certificates of service, including those on notices of appeal, must contain the name and physical address of the attorney or party served, not just the email address.

4. **STATUS INQUIRIES**
   - Any request for the current status of a pending case must be made to the clerk's office and may not be made to a judge of the court or the personal staff of any judge. Attorneys and parties representing themselves may access case documents and dockets for their own cases via eDCA. Public case dockets for all cases are available online at www.4dca.org.

5. **RELATED CASES – NOTICE OF RELATED CASE**
   - All parties shall promptly bring to the court's attention the pendency in this court of any related case, or any case involving related issues.
   - In criminal cases where multiple defendants participated in a joint trial, the parties shall notify the court of any other appeals, whether pending or concluded, from the same trial.

6. **TRANSCRIPTS**
   - All transcripts submitted as part of the record must appear as one page of transcript per page. Four pane transcripts (four pages of transcript on a page) will be rejected.

7. **PHYSICAL EXHIBITS**
   - No physical evidence (excluding documents) or outsized exhibits shall be included in the record on appeal without the party first requesting permission of the court. It is the responsibility of the party to ensure that the circuit court clerk has included any relevant documentary evidence introduced at trial in the record on appeal.

8. **SUPPLEMENTAL AUTHORITY** (Fla. R. App. P. 9.225)
   - A copy of the newly discovered authority should be attached to the notice. The notice should also designate clearly the issue to which the supplemental authority is pertinent. Absolutely no argument or comment on the authority will be accepted.

9. **ORAL ARGUMENT** (Fla. R. App. P. 9.320)
   - A request for oral argument shall be a separate filing, clearly designated as such, and shall contain no other subject. It shall not be made as part of a brief or appendix. The request must contain a specific but brief reason as to why oral argument is necessary.
   - It may contain a designation of 10, 15 or 20 minutes as the amount of time requested for oral argument. Oral argument for each side shall not exceed 20 minutes.
   - At any time before oral argument the court in its discretion may dispense with, limit or expand the time for oral argument as it deems appropriate to the issues raised.
   - Cases without oral argument are subject to the same review, analysis and consideration by a three judge panel as are cases that are orally argued.

10. **SCHEDULING CONFLICTS**
    - Calendar conflicts shall be resolved in accordance with Florida Rule of Judicial Administration 2.550. **"Notices of Unavailability"** are unauthorized and will be automatically stricken. **Requests for continuances of oral argument** must be based on either a substantial commitment preexisting the receipt of the oral argument calendar or an emergency situation.

11. **REHEARING**
    - Although motions for rehearing are permitted by Fla. R. App. P. 9.330, they should be rare. *See Lawyers Title Insurance Corporation v. Reitzes*, 631 So. 2d 1100 (Fla. 4th DCA 1993) and 631 So. 2d 1101 (Fla. 4th DCA 1994).
    - The court strongly discourages the practice of routinely filing such motions or the filing of those which merely re-argue the merits or question the court's decision. Where there has been an award of attorney's fees on appeal in connection with our decision on the merits, additional fees will be awarded upon a denial of a motion for rehearing.

12. **RIGHTS OF CHILDREN** (Fla. R. App. P. 9.146)
    - Cases involving adoption, termination of parental rights, and those involving families and children in need of services are expedited. Consult the rule for the time and procedure requirements. Cases relating to child custody, visitation privileges, or other substantial interests of children will be expedited upon proper motion.

13. **ATTORNEYS NOT LICENSED IN FLORIDA**

- Attorneys who are members in good standing in other jurisdictions may be granted permission by court order to appear in proceedings in this court. See Fla. R. App. P. 9.440(a) and the requirements contained in Florida Rule of Judicial Administration 2.510 (formerly Florida Rule of Judicial Administration 2.061).
- Pursuant to Section 35.22(3)(a), Florida Statutes, the clerk is required to collect a $100 filing fee from each attorney appearing pro hac vice, an order for the payment of which will be issued when and if the motion to appear is granted. An additional fee of $250 is required by the Florida Bar.

14. **CONFIDENTIAL APPELLATE JUDGE FEEDBACK FORM FOR ATTORNEYS**

- Please go to our website, www.4dca.org, click on "Clerk's Office", then click on "Appellate Judge Feedback Form for Attorneys" for the link to the information on The Florida Bar website.

15. **CHANGES OF ADDRESS**

- All attorneys representing parties in this court and parties representing themselves must **promptly notify** this court of any change of address.

16. **DROP BOX**

- The Court does not maintain a physical drop box. If you are representing yourself or an attorney exempt from electronic filing and would like your paper filing to be clocked-in and filed for the previous business day, you must file the document at the Clerk's Office BEFORE 9:00 A.M. If it is after 9:00 A.M., no filings will be clocked-in for the previous business day.
- **IMPORTANT:** The drop box does not extend jurisdictional time limits. *See Capone v. Fla. Board of Regents*, 774 So. 2d 825 (Fla. 4th DCA 2000). Petitions for original writs, notices of appeal, and notices to invoke discretionary jurisdiction will be clocked-in for the date they are electronically filed or received as a paper filing in the Clerk's Office.

17. **AMERICANS WITH DISABILITIES ACT**

- **If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, the provision of certain assistance.**
- **At least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days, please contact:**

Marshal Daniel DiGiacomo
Fourth District Court of Appeal
1525 Palm Beach Lakes Blvd.
West Palm Beach, FL 33401
Telephone (561) 242-2000; (800) 955-8771 (TDD); or (800) 955-8770 (V) via Florida Relay Service

If you are hearing or voice impaired, call 711.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

March 14, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

The jurisdiction of this court was invoked by filing of a Notice of Appeal in the lower tribunal. The $300.00 filing fee, or a circuit court clerk's determination of indigent status, did not accompany the Notice of Appeal as required in Florida Rules of Appellate Procedure 9.110(b) and 9.140(a). The filing fee is due and payable at the time of filing REGARDLESS OF WHETHER THE APPEAL IS LATER DISMISSED VOLUNTARILY OR ADVERSELY.

ORDERED that appellant shall pay the $300.00 filing fee or file the circuit court clerk's determination of indigent status in this court within ten (10) days from the date of this order. Failure to comply within the time prescribed will result in dismissal of this cause and may result in the court sanctioning of any party, or the party's attorney, who has not paid the filing fee. **The attorney filing the Notice of Appeal has a duty** to tender the filing fee to the appellate court when the appeal is initiated. *See In Re Payment of Filing Fees*, 744 So. 2d 1025 (Fla. 4th DCA 1997). Failure of the attorney to pay will result in referral to the Department of Financial Services for collection.

**NOTE: This order does not toll the time for filing any pleadings necessary to prosecute this appeal and no extensions of time will be entertained. Once the fee is paid, it is not refundable. Except for dismissal, this court will take no action in this appeal until the filing fee is paid or until a circuit court clerk's determination of indigent status is filed.

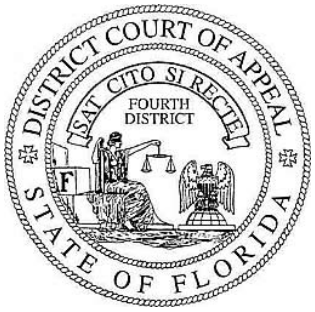
Served:

cc: Shaun Michael Zaciewski
Neustein Law Group Pa
Clerk Broward
Irvin Wayne Nachman
Jacquelyn Renee Satmary
William L. Grimsley
Luisa Belilty Benzaquen

kw

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



THE FOURTH DISTRICT COURT OF APPEAL

110 South Tamarind Avenue

West Palm Beach, FL 33401

(561) 242-2000

****

RECEIPT

****

Receipt Number: **R 2018-1035786**

Form of Payment: Check

Check Number: 11156

Lower Tribunal Case Numbers: CACE0966227

Note:

Issue Date: **03/20/2018**

Name: WILLIAM L. GRIMSLEY

McGlinchey Stafford
10407 Centurion Parkway N
Ste. 200
Jacksonville, FL
32256

Service Type	Case Number	Case Style	Amount
Filing Fee $300	4D18-816	DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6 vs TERRI P. PAGE, et al.	$300.00
		Total:	**$300.00**

RECEIVED, 5/22/2018 10:48 AM, Clerk, Fourth District Court of Appeal

IN THE FOURTH DISTRICT COURT OF APPEAL
IN AND FOR THE STATE OF FLORIDA

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant,

v.

CASE NO. 4D18-0816

LT Case No. 09-CA-66227

TERRI P. PAGE,

Appellee,

_____/

APPELLANT'S MOTION FOR EXTENSION OF TIME TO FILE INITIAL BRIEF

Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS65, by and through its undersigned counsel, hereby moves this Honorable Court for an extension of time of **forty-five (45) days** to file its Initial Brief and in support thereof states as follows:

1. This is Appellant's first request for an extension to file the Initial Brief.

2. The additional time is being requested due to deadlines in other appeals the undersigned is handling. Specifically, the undersigned had a brief due on May 9, 2018, and he has briefs due on May 22, 2018, June 1, 2018, and June 15, 2018.

3. Moreover, the record on appeal in this case was only recently transmitted to this Court.

4. On May 18, 2018, the undersigned contacted counsel for Appellee regarding the relief requested herein. At the time of the filing of this Motion, the undersigned has not received a response from counsel for Appellee regarding the requested extension.

WHEREFORE, Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS65, respectfully requests this Honorable Court for an extension of time of forty-five (45) days to file an Initial Brief.

McGLINCHEY STAFFORD

/s/ William L. Grimsley
William L. Grimsley, Esq.
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished this 22nd day of May, 2018 to the following:

VIA EMAIL:
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/s/ William L. Grimsley
Attorney

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

May 30, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that appellant's May 22, 2018 motion for extension of time is granted, and appellant shall serve the initial brief within forty-five (45) days from the date of this order. In addition, if the initial brief is not served within the time provided for in this order, the above-styled case may be subject to dismissal or the court in its discretion may impose other sanctions.

Served:

cc: Shaun Michael Zaciewski
Neustein Law Group PA

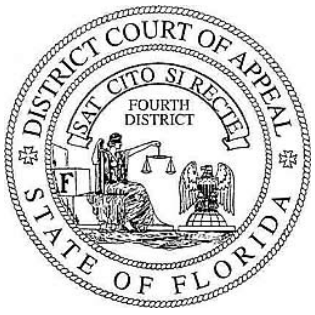
Irvin Wayne Nachman
Jacquelyn Renee Satmary

William L. Grimsley
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



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IN THE FOURTH DISTRICT COURT OF APPEAL
IN AND FOR THE STATE OF FLORIDA

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant,

CASE NO. 4D18-0816

v.

LT Case No. 09-CA-66227

TERRI P. PAGE,

Appellee,

_____/

APPELLANT'S AGREED NOTICE OF ENLARGEMENT OF TIME TO SERVE INITIAL BRIEF

Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6, ("Appellant"), through undersigned counsel, and pursuant to Administrative Order No. 2018-1, has agreed with counsel for Appellee that the time for serving Appellant's initial brief may be extended for thirty (30) days from its current deadline to **August 15, 2018**.

McGLINCHEY STAFFORD

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished this 13th day of July, 2018 to the following:

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/s/ William L. Grimsley
Attorney

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

CASE NO: 4D18-0816
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE
Appellee(s)/Respondent(s),
_____/

RECEIVED, 8/9/2018 10:51 AM, Clerk, Fourth District Court of Appeal

NOTICE OF APPEARANCE

NICOLE R. MOSKOWITZ, ESQ. of the law firm of NEUSTEIN LAW GROUP, P.A., files her appearance on behalf of the Appellee, TERRI P. PAGE, and requests that copies of all correspondence, notices, and pleadings be forwarded to the undersigned and that any hearings, mediations, depositions or otherwise be coordinated with undersigned.

Respectfully Submitted,

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By: /s/ Nicole Moskowitz
Nicole R. Moskowitz, Esq.
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was e-served on August 9, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

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By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No. 56570

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that this Motion is in compliance with the font requirements of Florida Rules of Appellate Procedure 9.210(a)(2).

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No.: 56570

RECEIVED, 8/10/2018 12:56 PM, Clerk, Fourth District Court of Appeal

IN THE FOURTH DISTRICT COURT OF APPEAL
IN AND FOR THE STATE OF FLORIDA

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant,

v.

CASE NO. 4D18-0816

LT Case No. 09-CA-66227

TERRI P. PAGE,

Appellee,

_____/

APPELLANT'S *UNOPPOSED* MOTION TO SUPPLEMENT THE RECORD ON APPEAL

COMES NOW, Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6, by and through undersigned counsel, and moves this Court to supplement the record on appeal (the "Record") and states in support as follows:

1. This is an appeal from a final order awarding attorney's fees in favor of Appellee.

2. Because this is an appeal of a final order, the lower court clerk is required to prepare and transmit the record on appeal to this Court. *See* Fla. R. App. P. 9.200(d).

3. It has come to the attention of the undersigned that the Record does not include a transcript from a hearing giving rise this appeal.

4. To ensure a complete Record, Appellant hereby moves this Court to supplement the Record with the following materials:

- Transcript from the February 15, 2018 hearing on Appellee's Motion for Attorney's Fees As To Amounts.

A copy of the hearing transcript is attached hereto as Appendix "A."

5. The foregoing documents should be included within the Record because they are highly relevant to the issues in this appeal. In particular, the issues on appeal center on attorney's fees awarded to Appellee.

6. Florida Rules of Appellate Procedure 9.200(f)(2) provides that "no proceeding shall be determined because the record is incomplete until an opportunity to supplement the record has been given."

7. Accordingly, this Court should allow Appellant an opportunity to supplement the Record. *See Starks v. Starks*, 423 So. 2d 452 (Fla. 1st DCA 1982); *Brice v. State*, 419 So. 2d 749 (Fla. 2d DCA 1982); *see also Hines v. State*, 549 So. 2d 1094; *Baron Transport & Claims Ctr. v. Riley*, 510 So. 2d 1150 (Fla. 1st DCA 1987) (Court may supplement record on its own motion or at request of appellant or appellee).

8. Prior to filing the instant Motion, the undersigned contacted the offices for counsel for Appellee to solicit consent to supplementation of the Record and to advise of Appellant's intent to file this Motion. The undersigned counsel is

authorized to represent that Appellee has no objection to supplementing the record with the materials outlined herein.

WHEREFORE, Appellant respectfully requests this Honorable Court grant this Unopposed Motion to Supplement the Record on Appeal.

Dated this _10th_ day of August, 2018.

McGLINCHEY STAFFORD

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished this _10th_ day of August, 2018 to the following:

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Attorney

RECEIVED, 8/10/2018 3:49 PM, Clerk, Fourth District Court of Appeal

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

DCA CASE NO.: 4D18-0816

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,
Appellant / Plaintiff

vs.

TERRI P. PAGE,
Appellee / Defendant

On Appeal from the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida
Civil Division Case No. CACE0966227

INITIAL BRIEF OF DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6

McGLINCHEY STAFFORD
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TABLE OF CONTENTS

TABLE OF CITATIONS ii

INTRODUCTION 1

STATEMENT OF THE CASE AND FACTS 1

SUMMARY OF THE ARGUMENT 4

STANDARDS OF REVIEW 5

ARGUMENT 6

I. Because the Bank lacked standing, the Borrower was not entitled to an award of attorney's fees under § 57.105(7), Florida Statutes, and the trial court was without jurisdiction to award her such fees. 7

A. Attorney's fees may not be granted under §57.105(7), Florida Statutes, when the Borrower prevailed on the argument that the Bank was not entitled to enforce the contract against her. 7

B. Because the Bank was found to lack standing, the trial court did not have jurisdiction to award attorney's fees to the Defendant. 12

CONCLUSION 16

CERTIFICATE OF SERVICE 17

CERTIFICATE OF COMPLIANCE 18

TABLE OF CITATIONS

Page(s)

CASES

Azalea Trace, Inc. v. Matos,
2018 WL 2472351 (Fla. 1st DCA June 4, 2018) 15

Bank of New York Mellon Trust Co., N.A. v. Fitzgerald,
215 So. 3d 116 (Fla. 3d DCA 2017)..... 10, 13, 16

Benson v. Benson,
533 So. 2d 889 (Fla. 3d DCA 1988).....19

Byrom v. Gallagher,
609 So. 2d 24 (Fla. 1992) 18

Christiana Tr., a Div. of Wilmington Sav. Fund Soc'y, FSB for Normandy Mortg. Loan Tr., Series 2013-18 v. Rushlow,
231 So. 3d 558 (Fla. 4th DCA 2017) 15, 16

Dep't of Revenue v. Kuhnlein,
646 So. 2d 717 (Fla. 1994) 19, 21

Ex parte McCardle,
74 U.S. 506 (1869) 20

Florida Cmty. Bank, N.A. v. Red Rd. Residential, LLC,
197 So. 3d 1112 (Fla. 3d DCA 2016)..... 10, 13, 14, 17

Florida Med. Ctr., Inc. v. McCoy,
657 So. 2d 1248 (Fla. 4th DCA 1995) 14

Green Emerald Homes, LLC v. Residential Credit Opportunities Tr.,
2018 WL 3130952 (Fla. 2d DCA June 27, 2018) 15

Griffith v. Florida Parole & Probation Comm'n,
485 So. 2d 818 (Fla. 1986) 19, 21

HFC Collection Ctr., Inc. v. Alexander,
190 So. 3d 1114 (Fla. 5th DCA 2016) 13, 16

HSBC Bank USA for PHH 2007-2 v. Magua,
2018 WL 1517245 (Fla. 4th DCA Mar. 28, 2018).....15

Johnson v. Omega Ins. Co.,
200 So. 3d 1207 (Fla. 2016).....12

LaFrance v. U.S. Bank Nat. Ass'n,
141 So. 3d 754 (Fla. 4th DCA 2014) 20, 21

Lovett v. Lovett,
112 So. 768 (Fla. 1927) 17, 18, 19, 20, 21

May v. Holley,
59 So. 2d 636 (Fla. 1952).....19

McLean v. JP Morgan Chase Bank Nat. Ass'n,
79 So. 3d 170 (Fla. 4th DCA 2012)..... 20, 21

Nathanson v. Morelli,
169 So. 3d 259 (Fla. 4th DCA 2015) 11

Nationstar Mortg. LLC v. Glass,
219 So. 3d 896 (Fla. 4th DCA 2017) 13, 14, 16, 20, 21

Nationstar Mortg., LLC v. Martins,
240 So. 3d 732 (Fla. 4th DCA 2018) 15, 16

PNC Bank, Nat. Ass'n v. MDTR, LLC,
243 So. 3d 456 (Fla. 5th DCA 2018) 14, 17

Price v. Tyler,
890 So. 2d 246 (Fla. 2004).....12

Progressive Exp. Ins. Co. v. McGrath Cmty. Chiropractic,
913 So. 2d 1281 (Fla. 2d DCA 2005).....20

Roberts v. Seaboard Sur. Co.,
29 So. 2d 743 (Fla. 1947).....18

Sabido v. Bank of New York Mellon,
238 So. 3d 867 (Fla. 4th DCA 2018) 14, 16

Sanchez v. AN Luxury Imports of Pembroke Pines, Inc.,
216 So. 3d 723 (Fla. 4th DCA 2017) 11

Sand Lake Hills Homeowners Ass'n, Inc. v. Busch,
210 So. 3d 706 (Fla. 5th DCA 2017) 13

Silver Star Citizens' Comm. v. City Council of Orlando,
194 So. 2d 681 (Fla. 4th DCA 1967) 19, 21

Streicher v. U.S. Bank Nat'l Ass'n,
2016 WL 1028359 (S.D. Fla. Mar. 15, 2016) 18

Wells Fargo Bank Nat'l Ass'n for Morgan Stanley ABS Capital, MSAC 2007-HE3 v. Bird,
234 So. 3d 833 (Fla. 5th DCA 2018) 10

Willis Shaw Express, Inc. v. Hilyer Sod, Inc.,
849 So. 2d 276 (Fla. 2003) 13

STATUTES

§ 57.105(7), Florida Statutes..... passim

RULES

Rule 9.210, Florida Rules of Appellate Procedure 23

INTRODUCTION

Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6 (the "Bank" or "Appellant"), appeals the Order dated September 12, 2016, on Defendant's Motion for Attorney's Fees; the Order dated October 25, 2017, on Plaintiff's Motion for Reconsideration of the Order on Defendant's Motion for Attorney's Fees; and the Final Judgment Awarding Attorney's Fees rendered on February 15, 2018 (collectively, the "Final Judgment." [R. 356–57, 415, 425–26].

The Record on Appeal (the "Record") will be referred to by "R." followed by the page number(s). The transcript from the trial can be found in the Record, and will be referred to by the trial transcript page number(s) and line number(s), i.e. [T. pg: ln].

STATEMENT OF FACTS

Terri Page (the "Borrower"), a Defendant below, executed a Promissory Note dated March 27, 2006, payable to National City Mortgage Co. in the principal amount of $308,000 (the "Note"). [R. 142–46]. The Note was secured by a Mortgage executed on March 27, 2006, by the Borrower. [R. 147–66]. On September 28, 2009, National City Mortgage sent the Borrower a letter stating the date and amount of the Borrower's breach and informing her of her rights and obligations. [R. 169–70].

National City Mortgage filed its initial Complaint to Foreclose Mortgage and to Reform Mortgage on December 9, 2009. [R. 1–6]. On January 27, 2010, National City Mortgage assigned the Borrower's Mortgage to PNC Mortgage (the "Bank"). [R. 167–68]. The Bank filed its Second Amended Verified Complaint for Mortgage Foreclosure and Other Relief on September 25, 2014 [R. 133–41] (the "Complaint"), and the Borrower filed her Answer and Affirmative Defenses thereto on November 28, 2014. [R. 178–87]. In her Affirmative Defenses, the Borrower argued that "[t]he Note and Mortgage sued upon herein are void and unenforceable," and "[t]he Plaintiff has no standing herein" because there is no showing that the party to whom the Note was endorsed was the same as the Plaintiff. [R. 178–83].

The trial court granted Defendant's Motion for Involuntary Dismissal as to Counts I and II of the Complaint at the non-jury trial held on February 5, 2015. [R. 254]. At the trial, the Borrower argued that the Note and Mortgage were not enforceable. [T. 5:25–6:1]. The Borrower also argued that the Bank lacked standing because the Note was never endorsed to it, and there was no evidence "to show that Deutsche Bank is the proper party to file this lawsuit." [T. 73:21–74:23]. The Bank argued that it had standing because it was in possession of the Note at the time the Complaint was filed. [T. 74:25–75:8]. In dismissing the action, the trial court first observed that, when the case was originally filed, the Bank only had

a copy of the Note that did not contain any endorsements. [T. 75:10–13]. The court further noted that the "plaintiff had the opportunity to bring in something that was scanned prior to [filing the lawsuit] that would show that they have it," but failed to do so. [T. 76:4–10]. Finally, the court reasoned that a successful transfer to a holder requires "evidence of it other than three year later appearing endorsements." [T. 76:10–25]. In sum, the trial court found for the Borrower and found no evidence of standing at the time of the filing of the lawsuit. [T. 77:1–3].

At trial, the court reserved jurisdiction on the issue of attorney's fees. [T. 79:1–4], and the trial court did so in the Final Judgment of Dismissal as well. [R. 254]. The Bank appealed the court's Involuntary Dismissal on March 5, 2015. [R. 324-327]. Also on March 5, 2015, the Borrower filed her Motion for Attorney's Fees, in which she alleged that she was the prevailing party and "[t]hat the Note and Mortgage sued upon…provide[d] for the award of attorney's fees." [R. 328]. The magistrate judge recommended that the trial court reserve ruling on the Borrower's motion and her entitlement to attorney's fees pending the disposition of the Bank's appeal [R. 330], and the trial court reserved ruling pending disposition of the appeal. [R. 333]. This Court affirmed the Involuntary Dismissal *per curiam* on July 7, 2016, and issued the Mandate to the trial court on July 29, 2016. [R. 354–355]. The trial court granted the Borrower's motion for attorney's fees on September 12, 2016, reserving jurisdiction to determine the amount. [R. 356]. The

Bank filed a Motion for Reconsideration of the Order Granting Entitlement to Attorney's Fees and Costs on October 3, 2017 [R. 397–403], which the trial court denied on October 25, 2017. [R. 415]. At a hearing on February 15, 2018, the trial court issued a Final Judgment Awarding Attorney's Fees in the Borrower's favor. [R. 424–26]. The Final Judgment expressly reserved the Bank's right to appeal the trial court's determination of the Borrower's entitlement to attorney's fees and costs. [R. 42]. This appeal timely followed on March 12, 2018. [R. 427–28].

SUMMARY OF THE ARGUMENT

Section 57.105(7), Florida Statutes, only authorizes the recovery of attorney's fees to a party who prevails with respect to an enforceable contract. As such, when a party prevails in an action based upon the argument that the contract is not enforceable against her, §57.105(7) does not provide a mechanism for the award of attorney's fees to that prevailing party. Under a recent *en banc* ruling by this Court, attorney's fees particularly cannot be awarded under §57.105(7) where the borrower in a mortgage foreclosure case prevails on the argument that the bank lacked standing to foreclose under the Note and Mortgage. In the instant action, because the Borrower prevailed, and obtained an Involuntary Dismissal of the action, on the grounds that the Bank lacked standing to foreclose at the inception of the case, the trial court erred by entering a subsequent Final Judgment Awarding Attorney's Fees in the Borrower's favor pursuant to §57.105(7).

In addition, because the trial court found that the Bank lacked standing to foreclose at the inception of the case, the trial court did not have jurisdiction over the subject matter to enter further orders in the case. Standing is a prerequisite for conferring subject matter jurisdiction with the trial court, and until its jurisdiction is properly invoked, the trial court cannot act. Because the Bank's lack of standing at inception was a defect that could not be cured by the Bank, the trial court did not have jurisdiction over the action subsequent to the involuntary dismissal. Rather, the trial court only had authority to dismiss the case, was not permitted to act further by awarding attorney's fees to the Borrower, and erred in doing so. The Final Judgment Awarding Attorney's Fees entered in the Borrower's favor must be reversed as a result.

STANDARD OF REVIEW

"Because the issue on appeal concerns a pure question of law (that is, whether a prevailing party is entitled to attorney's fees based on an interpretation of the fee provision in the subject mortgage and the corresponding application of section 57.105(7))," the standard of review in this appeal is de novo. *Florida Cmty. Bank, N.A. v. Red Rd. Residential, LLC,* 197 So. 3d 1112, 1114 (Fla. 3d DCA 2016); *Bank of New York Mellon Trust Co., N.A. v. Fitzgerald*, 215 So. 3d 116, 119 (Fla. 3d DCA 2017), *reh'g denied* (Apr. 11, 2017), *rev. dismissed*, SC17-993, 2017 WL 2348649 (Fla. May 30, 2017); *Wells Fargo Bank Nat'l Ass'n for*

Morgan Stanley ABS Capital, MSAC 2007-HE3 v. Bird, 234 So. 3d 833, 834 (Fla. 5th DCA 2018) ("…when entitlement to attorney's fees is based on the interpretation of contractual provisions, (internal citation omitted), or a statute, (internal citation omitted), as a pure matter of law, the appellate court undertakes a de novo review."); and *Sanchez v. AN Luxury Imports of Pembroke Pines, Inc.*, 216 So. 3d 723, 727 (Fla. 4th DCA 2017) ("A party's entitlement to an award of attorney's fees under a statute or a procedural rule is a legal question subject to de novo review," citing *Nathanson v. Morelli*, 169 So. 3d 259, 260 (Fla. 4th DCA 2015).).

ARGUMENT

The sole issue on appeal is whether Borrower was entitled to an award of attorney's fees under the Mortgage based on the application of the reciprocal fee provision of §57.105(7), Florida Statutes. Section 57.105(7), Fla.Stat., states in pertinent part:

> If a contract contains a provision allowing attorney's fees to a party when he or she is required to take any action to enforce the contract, the court may also allow reasonable attorney's fees to the other party when that party prevails in any action, whether as plaintiff or defendant, with respect to the contract.

While Paragraph 22 of the Mortgage contained a provision entitling the Bank to recover its expenses incurred in pursuing its remedies provided within Paragraph 22, including but not limited to reasonable attorney's fees, the Borrower is not

entitled to an award of her attorney's fees under this provision of the Mortgage, by virtue of §57.105(7), Fla.Stat., because the Bank lacked standing to pursue the foreclosure action against the Borrower.

I. Because the Bank lacked standing, the Borrower was not entitled to an award of attorney's fees under §57.105(7), Florida Statutes, and the trial court was without jurisdiction to award her such fees.

There are two consequences flowing from the Bank's lack of standing. First, attorney's fees may not be granted to the Borrower under §57.105(7), Fla.Stat., when she prevailed on the argument that the Bank was not entitled to enforce the contract against her. Second, because the Bank lacked standing at the inception of the case, the trial court did not have jurisdiction to award attorney's fees.

A. Attorney's fees may not be granted under §57.105(7), Florida Statutes, when the Borrower prevailed on the argument that the Bank was not entitled to enforce the contract against her.

The Florida Supreme Court has adopted the "American Rule" which holds, "Generally, the custom in American law is that each party is responsible for his or her own attorney's fees, regardless of the outcome of the action." *Johnson v. Omega Ins. Co.*, 200 So. 3d 1207, 1214 (Fla. 2016). Thus, "[a]ttorney's fees incurred while prosecuting or defending a claim are not recoverable in the absence of a statute or contractual agreement authorizing their recovery." *Price v. Tyler*, 890 So. 2d 246, 250 (Fla. 2004) (citations omitted). "A statute that awards attorney's fees is in derogation of the common law rule that each party pay its own

attorney's fees and must be strictly construed." *Sand Lake Hills Homeowners Ass'n, Inc. v. Busch*, 210 So. 3d 706, 709 (Fla. 5th DCA 2017), *reh'g denied* (Feb. 17, 2017) (citing *Willis Shaw Express, Inc. v. Hilyer Sod, Inc.*, 849 So. 2d 276, 278 (Fla. 2003); and *Nationstar Mortg. LLC v. Glass*, 219 So. 3d 896, 898 (Fla. 4th DCA 2017).

"The plain language of section 57.105(7) has two requirements. First, the party must have prevailed. Second, the party had to be a party to the contract containing the fee provision." *Glass*, 219 So. 3d at 898. "In a situation such as this, where a party prevails by arguing the plaintiff failed to establish it had the right pursuant to the contract to bring the action, the party cannot simultaneously seek to take advantage of a fee provision in that same contract." *Glass*, 219 So. 3d at 898. Stated another way, when no contract exists between the parties, there can be no reciprocal obligation under the contract. *Fitzgerald*, 215 So. 3d at 119. This includes situations in which a litigant prevails on an argument that it is not a party to the contract. *Florida Cmty. Bank, N.A. v. Red Rd. Residential, LLC*, 197 So. 3d 1112, 1116 (Fla. 3d DCA 2016). It also includes circumstances in which a litigant prevails by arguing that the contract is otherwise unenforceable. *HFC Collection Ctr., Inc. v. Alexander*, 190 So. 3d 1114, 1117 (Fla. 5th DCA 2016) (holding no reciprocity where party prevailed on the argument that the entity seeking enforcement of a contact was not an assignee thereof), *rev. denied*, SC16-963,

2016 WL 4429698 (Fla. Aug. 22, 2016); *Florida Med. Ctr., Inc. v. McCoy*, 657 So. 2d 1248, 1252 (Fla. 4th DCA 1995) (holding no reciprocity where party prevailed on the argument that conditions precedent to the contract were not met). Courts agree that the burden of proving a contract between the parties falls on the party seeking reciprocity. *Florida Cmty. Bank, N.A.*, 197 So. 3d at 1115; *PNC Bank, Nat. Ass'n v. MDTR, LLC*, 243 So. 3d 456 (Fla. 5th DCA 2018).

This Court's unanimous *en banc* opinion in *Glass* is instructive. *Glass*, 219 So. 3d 896. *Glass* was a mortgage foreclosure case in which the borrower prevailed based on the argument that the bank lacked standing under the contract. *Id.* at 898. This Court held, "Simply put, to be entitled to fees pursuant to the reciprocity provision of section 57.105(7), the movant must establish that the parties to the suit are also entitled to enforce the contract containing the fee provision. A party that prevails on its argument that dismissal is required because the plaintiff lacked standing to sue upon the contract cannot recover fees based upon a provision in that same contract." *Id.* at 898-899. Accordingly, because the defending borrower prevailed in the trial court based on her argument that the foreclosing plaintiff (Nationstar Mortgage) lacked standing under the contract, this Court denied the borrower's motion for attorney's fees under §57.105(7). *Id.* at 899.

Subsequent to the *Glass* decision, this Court has consistently held in accordance therewith. *See, e.g., Sabido v. Bank of New York Mellon*, 238 So. 3d

867, 869 (Fla. 4th DCA 2018) (denying borrower's motion for fees because the borrower had successfully argued that the bank failed to establish its entitlement to enforce the note and mortgage); *Christiana Tr., a Div. of Wilmington Sav. Fund Soc'y, FSB for Normandy Mortg. Loan Tr., Series 2013-18 v. Rushlow*, 231 So. 3d 558, 558–59 (Fla. 4th DCA 2017) (reversing award of attorney's fees where "[t]he trial court dismissed the case for multiple reasons, one of which was lack of standing"); and *Nationstar Mortg., LLC v. Martins*, 240 So. 3d 732, 732–33 (Fla. 4th DCA 2018) (reversing an award of attorney's fees to the borrower where the bank was not the holder of the note secured by the borrower's property at the time it filed its mortgage foreclosure suit); *compare, HSBC Bank USA for PHH 2007-2 v. Magua*, 2018 WL 1517245 at *1 (Fla. 4th DCA Mar. 28, 2018) (declining to apply *Glass* because "the bank confessed error without specification as to which of the two appellate issues it was confessing error," one of which was standing, and "[l]ikewise, this court (without objection or a motion to reconsider or clarify) reversed based on a finding of an unspecified error.").

Other district courts have ruled consistent with the Fourth District in refusing to award attorney's fees under §57.105(7) (or reversing such an award made by the trial court) to a party who prevails on the argument that there is no valid contract between the parties. *See, e.g., Azalea Trace, Inc. v. Matos*, 2018 WL 2472351 at *2–3 (Fla. 1st DCA June 4, 2018); *Green Emerald Homes, LLC v.*

Residential Credit Opportunities Tr., 2018 WL 3130952 at *3 (Fla. 2d DCA June 27, 2018); *Fitzgerald*, 215 So. 3d at 119; and *HFC Collection Center, Inc. v. Alexander*, 190 So. 3d 1114, 1117 (Fla. 5th DCA 2016). *See also, Perera v. Nationstar Mortg., LLC*, 2D17-0361, Order denying appellant's motion for appellate attorney's fees (2d DCA November 22, 2017), in which the Second District declined to award fees to Perera when Nationstar failed to prove that its predecessor-in-interest had standing to bring the foreclosure action when it filed the initial complaint.

In the instant case, the Borrower argued that the Mortgage and Note were unenforceable, that there was no evidence to show that the correct plaintiff filed the lawsuit against her, and that the Bank lacked standing to sue. [T. 5:25–6:1, 73:21–74:23; R. 178–83]. The trial court's reasoning in granting the Borrower's Motion for Involuntary Dismissal centered on the Bank's failure to present to the court any evidence that it received an endorsed Note, and thus there was no valid assignment. [T. 75:9–76:25]. The trial court made a specific finding that there was no evidence of standing at the inception of the suit. [T. 77:1–3].

Accordingly, there was no enforceable contract between the parties, and pursuant to this Court's precedent, the Borrower cannot recover attorney's fees under that contract. *Sabido*, 238 So. 3d at 869; *Martins*, 240 So. 3d at 732–33; *Rushlow*, 231 So. 3d at 558–59; and *Glass*, 219 So. 3d at 989–99. It is the

Borrower's burden to prove the existence of an enforceable contract between the parties. *Florida Cmty. Bank, N.A.*, 197 So. 3d at 1115; *MDTR*, 243 So. 3d at 958. But, the Borrower cannot argue throughout the litigation that the Mortgage and Note were unenforceable and that the Bank lacked standing, only to argue—for the sole purpose of seeking attorney's fees—that a valid and enforceable contract existed between her and the Bank.

B. Because the Bank was found to lack standing, the trial court did not have jurisdiction to award attorney's fees to the Defendant.

This Court's holding in *Glass*, and subsequent opinions holding consistently therewith, demonstrate—and warrant in this instance—that a foreclosure defendant who prevails on an argument of lack of standing under the mortgage is not entitled to the recovery of fees under that mortgage pursuant to §57.105(7), Florida Statutes. Underlying the reasoning in *Glass* is the fundamental concept that when a party lacks standing, the court lacks jurisdiction over the case and cannot take action in the case beyond its dismissal. Thus, the trial court's award of attorney's fees after the involuntary dismissal of the action was also improper on jurisdictional grounds and should be reversed.

Standing is a jurisdictional issue because standing is a component of subject-matter jurisdiction. *Lovett v. Lovett*, 112 So. 768, 775–76 (Fla. 1927) (explaining that subject-matter jurisdiction includes both the "jurisdictional power to

adjudicate the class of cases to which such case belongs" and the requirement "that its jurisdiction has been *invoked* in the particular case by lawfully bringing before it the necessary parties to the controversy" (emphasis in original)); *Streicher v. U.S. Bank Nat'l Ass'n*, 2016 WL 1028359 at *7 (S.D. Fla. Mar. 15, 2016) ("It thus appears that there are two types of 'subject matter jurisdiction' under Florida law. First, there is jurisdiction over the subject matter itself, which is simply 'the power of the court to adjudicate the class of cases to which the particular case belongs.' (internal citations omitted). Second, there is 'jurisdiction of the subject-matter of [the] cause.' This type of subject-matter jurisdiction has a broad, 'full meaning' definition, which includes…other requirements – most importantly that the court's jurisdiction is properly invoked," quoting *Lovett*, 112 So. at 775–76).

A party's lack of standing means that the court's jurisdiction was not properly invoked. *Byrom v. Gallagher*, 609 So. 2d 24, 26 (Fla. 1992) (recognizing the "threshold requirement that only persons who have standing can participate in a judicial proceeding"); *Roberts v. Seaboard Sur. Co.*, 29 So. 2d 743, 750 (Fla. 1947) (stating that an attempt to invoke the court's jurisdiction "in a manner wholly inadequate to bring the court's powers into activity would prevent any valid determination of the case", quoting *Freeman on Judgments*, 5th Ed., Sec. 338, p. 679); *Streicher*, 2016 WL 1028359 at *9 n. 10 ("When a party lacks standing, it cannot invoke the court's jurisdiction to hear the particular case even if the court

otherwise has jurisdiction over the subject matter of the class of cases to which the particular case belongs.").

Therefore, standing is a prerequisite for subject-matter jurisdiction. *See Lovett*, 112 So. at 630 ("But before this potential jurisdiction of the subject-matter—this power to hear and determine—can be exercised, it must be lawfully *invoked* and called into action; the parties and the subject-matter of the particular case must be brought before the court in such a way that it acquires the jurisdiction and power to act."); *Benson v. Benson*, 533 So. 2d 889 (Fla. 3d DCA 1988) ("[T]he parents lack standing to sue, and the trial court lacked subject matter jurisdiction over the parents' claim."); and *Silver Star Citizens' Comm. v. City Council of Orlando*, 194 So. 2d 681, 682 (Fla. 4th DCA 1967) ("The record shows no right of the petitioners to bring the suit. This left the circuit court with lack of jurisdiction over the subject matter.").

Until a court's jurisdiction is properly invoked by the parties, the court cannot act. *Dep't of Revenue v. Kuhnlein*, 646 So. 2d 717, 720–21 (Fla. 1994) (recognizing that Florida's standing requirement is an element which is "necessary in order to maintain the status of the proceeding as being judicial in nature and therefore within the constitutional powers of the courts", quoting *May v. Holley*, 59 So. 2d 636, 639 (Fla. 1952)); *Griffith v. Florida Parole & Probation Comm'n*, 485 So. 2d 818, 821 (Fla. 1986) ("Without jurisdiction, the court cannot proceed at all

in any cause. Jurisdiction is the power to declare the law, and when it ceases to exist, the only function remaining to the court is that of announcing the fact and dismissing the cause, " quoting *Ex parte McCardle*, 74 U.S. 506, 514 (1869)); *Lovett*, 112 So. 768, 775 ("The jurisdiction and power of a court remain at rest until called into action by some suitor; it cannot by its own action institute a proceeding sua sponte.").

To prove standing in a mortgage foreclosure action, "the plaintiff must prove that it had standing to foreclose when the complaint was filed." *McLean v. JP Morgan Chase Bank Nat. Ass'n*, 79 So. 3d 170, 173 (Fla. 4th DCA 2012). "The plaintiff's lack of standing at the inception of the case is not a defect that may be cured by the acquisition of standing after the case is filed." *Id.* (quoting *Progressive Exp. Ins. Co. v. McGrath Cmty. Chiropractic*, 913 So. 2d 1281, 1286 (Fla. 2d DCA 2005); *see also, LaFrance v. U.S. Bank Nat. Ass'n*, 141 So. 3d 754, 755–56 (Fla. 4th DCA 2014). Therefore, the *Glass* decision is consistent with the principle that a lack of standing does not enable or entitle the trial court to retain jurisdiction for the purpose of awarding fees. *Glass*, 219 So. 3d at 898 ("Thus, where the foreclosing plaintiff does not establish its right to enforce the mortgage note at the time of the filing of the suit, there is no ability to enforce the terms of the note, including the provision regarding attorney's fees").

As in *Glass*, the trial court in the instant case found that the Bank lacked standing at the inception of the case. [T. 77:1–3]. The trial court's finding of a lack of standing at inception created a defect in standing that could not be cured by the Bank retroactively. *McLean*, 79 So. 3d at 173–74; *LaFrance*, 141 So. 3d at 756. Further, this lack of standing meant that the jurisdiction of the trial court was never properly invoked, and the court therefore did not have subject-matter jurisdiction. *See, e.g.*, *Lovett*, 112 So. at 630; *Silver Star Citizens' Comm.*, 194 So. 2d at 682. Upon the trial court's finding of lack of standing, it had authority only to state that fact and dismiss the case. *Kuhnlein*, 646 So. 2d at 720–21; *Griffith*, 485 So. 2d at 821. It was improper for the trial court to reserve jurisdiction on the issue of attorney's fees because the court cannot reserve subject-matter jurisdiction that it never acquired in the first instance. By extension, the trial court erred by taking any further action in the case and awarding attorney's fees to the Borrower.

CONCLUSION

In accordance with the foregoing, Deutsche Bank Trust Company respectfully requests this Court reverse the Final Judgment Awarding Attorney's Fees entered by the trial court against it.

McGLINCHEY STAFFORD

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Counsel for Appellant, Deutsche Bank Trust Company, etc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished via the following manner on this 10th day of August, 2018, to the following:

VIA E-MAIL
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/s/ William L. Grimsley
Attorney

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that Appellant's Initial Brief complies with the font standards in Rule 9.210, Florida Rules of Appellate Procedure. This Answer Brief utilizes Times New Roman 14-point font.

By: */s/ William L. Grimsley*

RECEIVED, 8/10/2018 12:57 PM, Clerk, Fourth District Court of Appeal

FLORIDA FOURTH DISTRICT COURT OF APPEAL
CASE NO.: 4D18-0816

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant,
vs.

TERRI P. PAGE,

Appellee.

On Appeal from the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida
Civil Division Case No. 09-CA-66227

APPENDIX TO APPELLANT'S UNOPPOSED MOTION TO SUPPLEMENT THE RECORD ON APPEAL

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APPENDIX TO APPELLANT'S UNOPPOSED MOTION TO SUPPLEMENT THE RECORD ON APPEAL
(DCA CASE NO.: 4D18-0816)

DOCUMENT	PDF PAGE(S)
Appendix A – Transcript from the February 15, 2018 hearing on Appellee's Motion for Attorney's Fees as to Amounts	4 - 10

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished this 10th day of August, 2018 to the following:

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William L. Grimsley, Esq.
Attorney

IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA
CASE NO.: CACE0966227

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-Q56,
Plaintiff,
vs.
TERRI P. PAGE,
Defendant.
_____/

TRANSCRIPT OF PROCEEDINGS

DATE TAKEN:	Thursday, February 15, 2018
TIME:	11:07 a.m. - 11:10 a.m.
PLACE:	201 Southeast 6th Street Room WW 14160 Fort Lauderdale, Florida 33301
BEFORE:	Honorable Judge Joel T. Lazarus

This cause came on to be heard at the time and place aforesaid, when and where the following proceedings were reported by:

Maria Del Ponte
Veritext Legal Solutions
2 South Biscayne Boulevard
Suite 2250
Miami, Florida 33131

APPEARANCES

For the Plaintiff:

DANIELLE B. SALEM, ESQ.
McGlinchey Stafford
One East Broward Boulevard
Suite 1400
Fort Lauderdale, Florida 33301

For the Defendant:

NICOLE R. MOSKOWITZ, ESQ.
Neustein Law Group, P.A.
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Suite 250
Aventura, Florida 33160

THE COURT: Identify yourselves.

MS. SALEM: Danielle Salem for the plaintiff.

MS. MOSKOWITZ: Nicole Moskowitz for the defendant.

THE COURT: This is agreed?

MS. SALEM: It's not agreed, Your Honor. The plaintiff is stipulating to the amounts that are being sought here. Entitlement has already been granted.

THE COURT: That was my next question.

MS. SALEM: Yes. This was set as an evidentiary hearing as to the amounts. We've reached an agreement as to the language in this final judgment. I just want to make sure that the Court is aware that we -- the plaintiff is stipulating to the amounts and expressly reserving --

THE COURT: 399 plus about four.

MS. MOSKOWITZ: Right. The total is --

THE COURT: 399 plus about four.

MS. MOSKOWITZ: Right. Which is a total of $52,294. There's an additional $2,000 for an expert. So that brings the total --

THE COURT: One other question: Do we know

what expenses are involved?

MS. MOSKOWITZ: The only thing we have is the expert costs. But, yeah, no other costs.

THE COURT: That's fine.

MS. SALEM: And the only other item I want to point out is that the plaintiff -- there is language in there stating that the plaintiff expressly reserves the right to appeal the Court's determination of entitlement.

THE COURT: That's fine. Good seeing you guys.

MS. SALEM: Thank you, Your Honor.

MS. MOSKOWITZ: You too, Judge.

(Thereupon, this concludes this hearing.)

CERTIFICATE OF NOTARY

STATE OF FLORIDA:

SS.

COUNTY OF BROWARD:

I, MARIA DEL PONTE, Notary Public in and for the State of Florida at Large, do hereby certify that I was authorized to and did stenographically report in shorthand the transcript of proceedings in the above-styled cause before the Honorable Judge Joel T. Lazarus; at the time and place as set forth; that the foregoing pages, numbered from 1 to 5, inclusive, constitute a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor financially interested in the action.

Dated this 18th day of May 2018.

Maria Del Ponte

MARIA DEL PONTE
Notary Public - State of Florida
Commission No. FF 144587
Expires 8-15-2018

1

1 5:11
11:07 1:13
11:10 1:13
1400 2:7
14160 1:14
144587 5:24
15 1:13
17th 1:1
18305 2:16
18th 5:20

2

2 1:21
2,000 3:23
2006 1:5
201 1:14
2018 1:13 5:20
2250 1:21
250 2:17

3

33131 1:22
33160 2:17
33301 1:15 2:7
399 3:19,21

5

5 5:11
52,294 3:23

6

6th 1:14

8

8-15-2018 5:25

a

a.m. 1:13,13
action 5:18,19
additional 3:23
aforesaid 1:18
agreed 3:6,7
agreement 3:14
americas 1:5
amounts 3:8,13,17
appeal 4:8
appearances 2:1
attorney 5:15,17
authorized 5:6
aventura 2:17
aware 3:16

b

b 2:5
bank 1:4
biscayne 1:21 2:16
boulevard 1:21 2:6 2:16
brings 3:24
broward 1:2 2:6 5:3

c

cace0966227 1:3
case 1:3
cause 1:17 5:9
certificate 5:1
certify 5:6,14
circuit 1:1,1
commission 5:24
company 1:4
complete 5:12
concludes 4:14
connected 5:17
constitute 5:12
costs 4:3,3
counsel 5:15,17
county 1:2 5:3
court 1:1 3:1,6,11 3:16,19,21,25 4:4 4:10
court's 4:9

d

danielle 2:5 3:2
date 1:13
dated 5:20
day 5:20
defendant 1:9 2:13 3:5
del 1:20 5:4,23
determination 4:9
deutsche 1:4

e

east 2:6
employee 5:15,16
entitlement 3:9 4:9
esq 2:5,15
evidentiary 3:13
expenses 4:1
expert 3:24 4:3
expires 5:25
expressly 3:17 4:8

f

february 1:13
ff 5:24
final 3:15
financially 5:18
fine 4:4,10
florida 1:2,15,22 2:7,17 5:2,5,24
following 1:18
foregoing 5:11
fort 1:15 2:7
forth 5:10
four 3:19,21
further 5:14

g

good 4:10
granted 3:10
group 2:16
guys 4:11

h

heard 1:17
hearing 3:13 4:14
honor 3:7 4:12
honorable 1:15 5:9

i

identify 3:1
inclusive 5:11
interested 5:18
involved 4:1
item 4:5

j

joel 1:15 5:9
judge 1:15 4:13 5:9
judgment 3:15
judicial 1:1

k

know 3:25

l

language 3:14 4:7
large 5:5
lauderdale 1:15 2:7
law 2:16
lazarus 1:15 5:9
legal 1:20

m

maria 1:20 5:4,23
mcglinchey 2:6
miami 1:22
moskowitz 2:15 3:4 3:4,20,22 4:2,13

n

neustein 2:16
nicole 2:15 3:4
notary 5:1,4,24
notes 5:13
numbered 5:11

p

p 1:8
p.a. 2:16
page 1:8
pages 5:11
parties 5:16,17
place 1:14,17 5:10
plaintiff 1:6 2:3 3:3 3:8,16 4:6,7
plus 3:19,21
point 4:6
ponte 1:20 5:4,23
proceedings 1:11 1:18 5:8
public 5:4,24

q

q56 1:5
question 3:11,25

r

r 2:15
rali 1:5
reached 3:14
record 5:12
relative 5:15,16
report 5:7
reported 1:18
reserves 4:8
reserving 3:18
right 3:20,22 4:8
room 1:14

s

salem 2:5 3:2,2,7 3:12 4:5,12
seeing 4:10
set 3:12 5:10
shorthand 5:7
signature 5:22
solutions 1:20
sought 3:9
south 1:21
southeast 1:14
ss 5:2
stafford 2:6
state 5:2,5,24
stating 4:7
stenographic 5:13
stenographically 5:7
stipulating 3:8,17
street 1:14
styled 5:8
suite 1:21 2:7,17
sure 3:15

t

t 1:15 5:9
taken 1:13
terri 1:8
thank 4:12
thing 4:2
thursday 1:13
time 1:13,17 5:10
total 3:20,22,24
transcript 1:11 5:8
true 5:12
trust 1:4
trustee 1:5

v

veritext 1:20
vs 1:7

w

want 3:15 4:5
we've 3:13
ww 1:14

y

yeah 4:3

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

August 13, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellant's August 10, 2018 motion to supplement the record is granted, and the record is supplemented to include the material requested in the motion. Said supplemental record is deemed filed as of the date of this order.

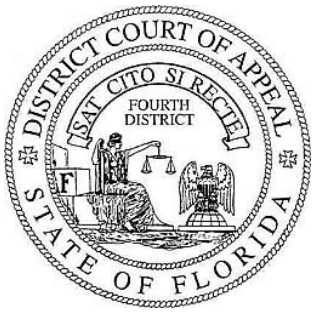
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA FOURTH DISTRICT

CASE NO: 4D18-0816
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE
Appellee(s)/Respondent(s),
_____/

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APPELLEE'S MOTION FOR EXTENSION OF TIME TO FILE ANSWER BRIEF

NOTICE IS GIVEN that Appellee, TERRI P. PAGE, by and through her undersigned counsel, hereby moves this Honorable Court to extend the time to file Appellee's Answer Brief for an additional thirty (30) days from August 30, 2018 to September 29, 2018, and as grounds state:

1. The undersigned is the primary attorney within the office and is also responsible for most of the motions and pleadings that are associated with the trials pending for the firm.
2. Additionally, the undersigned is engaged in a number of trials/hearings/appeals and other court appearances and has been unable to prepare and file Appellee's Answer Brief.
3. That the undersigned has conferred with opposing counsel and opposing counsel has no objection to a thirty day extension.

4. That the undersigned requires an extension of time of thirty (30) days from August 30, 2018 to September 29, 2018, and as grounds state so that she may adequately prepare and file Appellee's Answer Brief.

WHEREFORE, the undersigned moves for an extension of time from August 30, 2018 to September 29, 2018, and as grounds state, to file Appellee's Answer Brief.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz
Florida Bar No. 56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on September 5, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

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By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No. 56570

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

September 06, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that appellee, Terri P. Page's September 5, 2018 motion for extension of time is granted, and appellee shall serve the answer brief on or before September 29, 2018. In addition, appellee is notified that the failure to serve the brief within the time provided herein may foreclose appellee's right to file a brief or otherwise participate in this appeal.

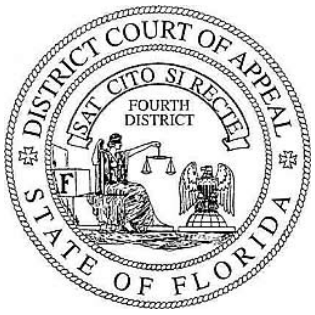
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

CASE NO: 4D18-0816
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE
Appellee(s)/Respondent(s),
_____/

RECEIVED, 9/25/2018 4:28 PM, Clerk, Fourth District Court of Appeal

MOTION TO STAY PENDING RESOLUTION IN FLORIDA SUPREME COURT

Appellee, TERRI P. PAGE, hereby moves this Honorable Court stay this Appeal and as grounds state

1. This case involves a mortgage foreclosure in which Appellee prevailed at a non-jury trial and was awarded attorney's fees and costs.
2. The lower court found that Appellant lacked standing at the time the Complaint was filed and that Appellant failed to provide the correct notice of default, a condition precedent to foreclosure, pursuant to Paragraph 22 of the Mortgage. Trial Trans. at 78:3-5, 78:19-21, attached at Exh. A.
3. At the time of trial, Appellant presented the Note bearing a blank endorsement, which was admitted into evidence.
4. The lower court granted Appellee's entitlement to attorney's fees. (R. 429).

5. The case *Madl v. Wells Fargo Bank, N.A.*, 244 So. 3d 1134 (Fla. 5th DCA May 18, 2018) is exactly on point to the case at hand.
6. In *Madl*, the Fifth District Court of Appeal found that the plaintiff bank "lacked standing when it filed suit. However, it did appear to have standing by the time of trial as a result of Deutsche Bank's unexplained delivery of the allegedly original note" which "bore an indorsement in blank, the timing of which was not explained. The Fifth District further found that the plaintiff bank had failed to prove compliance with a condition precedent. *Id.* at 1138. Because a contractual relationship was proved at the time of trial, because based upon the indorsed note, the Fifth District found that the defendant was entitled to attorney's fees, notwithstanding the lack of standing at the time the complaint was filed.
7. *Madl v. Wells Fargo Bank, N.A.* has been appealed to the Florida Supreme Court as being in conflict with *Nationstar Mortg. LLC v. Glass*, 219 So. 3d 896 (Fla. 4th DCA 2017). *See Wells Fargo Bank, N.A., etc., et al. v. Madl, et al.,* Case Number: SC18-966.
8. Accordingly, this case should be stayed pending the outcome from the Florida Supreme Court as the outcome will directly impact the outcome of the case at hand.

Wherefore, Appellee respectfully requests that this Honorable Court stay this case until the disposition of Case No. SC18-966 from the Florida Supreme Court.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz
Florida Bar No. 56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on September 25, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

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By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No. 56570

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE 09-066227

DEUTSCHE BANK,

Plaintiff,

vs.

TERRI PAGE,

Defendant.
----------/

Proceedings had and taken before the HONORABLE JUDGE KATHLEEN IRELAND, one of the Judges of said Court, at the Broward County Courthouse, Room 1010B, Fort Lauderdale, Broward County, Florida, on Thursday, the 5th day of February, 2015, commencing on or about 1:30 o'clock p.m., being a Non-Jury Trial.

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APPEARANCES:

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Appearing on behalf of the Plaintiff.

NICOLE MOSKOWITZ, Esquire,
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Appearing on behalf of the Defendant.

INDEX

	PAGE
Witness - Michael Vevina	10
Direct examination by Mr. Morales.....	9
Cross-examination by Mr. Moskowitz.....	53
Redirect examination Mr. Morales.....	62

EXHIBITS

Plaintiff's Exhibits

1	11
2	15
3	19
4	27
5	33
6	36
7	38
8	48

(Thereupon, the following proceedings were had:)

THE COURT: I'm Judge Kathleen Ireland. I'm sitting senior in foreclosure court. This is case number is, CACE 09-066227. I think you must have abbreviated plaintiff here, because what this read is, Deutsche Bank Trust Company, Americas as trustee, and these are capital letters, R-A-L-I, 2006 dash QS6; that's it?

MR. MORALES: It is abbreviated.

THE COURT: Then how is anyone ever going to know if it is in the original complaint?

MR. MORALES It should be trustee for.

THE COURT: Okay. Usually there is a lot more words than that. Deutsche Bank Trust Company, Americas as trustee, RALI 2006 dash QS6 versus Terri Page.

Are you Ms. Page?

MS. PAGE: Yes, ma'am.

THE COURT: And a bunch of unknown people. Do you have a spouse?

MS. PAGE: No, ma'am.

THE COURT: Did you have a spouse in '09?

MS. PAGE: No, ma'am.

THE COURT: There are other named parties the banks that are named the association here, are they

all defaulted?

MR. MORALES: Let me make sure of that.

THE COURT: There is also National Association, PNC Bank.

MR. MORALES: PNC Bank is here on behalf of the plaintiff, so They are not defaulted. There is a Marco Benson and Louisa Benson.

THE COURT: Are they tenants?

MR. MORALES: I don't know.

THE COURT: Do you know them, ma'am?

MS. PAGE: They were the previous owners.

MR. MORALES: They just put them on my list, but they don't show any dates for anything.

It shows here that everyone has filed an answer for this, so no one there is no defaults there.

There is an answer from Grand Palms HOA Association.

THE COURT: And those individuals that you have just named --

MR. MORALES: That was just written on my sheet, it is not on the actual complaint.

THE COURT: I see a second amended verified complaint, I don't see a docketed date. It is a verification, it is 9-24, 2014.

I have 9-25, 2014, that is the second amended

complaint, and that's the one that we are moving forward on here, and the answer was 11-28-14.

MR. MORALES: That's what I have, November 28th of 2014, yes.

THE COURT: With the affirmative defense, you usually name affirmative defenses, it looks like you have just wrote an argument.

MS. MOSKOWITZ: They are numbered paragraphs.

THE COURT: I see that you fail to state cause of action.

MS. MOSKOWITZ: Our main affirmative defenses, Your Honor, are standing, because there was not an endorsed note attached --

THE COURT: I don't need an argument, just tell me what they are.

MS. MOSKOWITZ: Okay. It is standing conditions precedent.

THE COURT: I mean, you are talking about here in your affirmative defenses about something being void, voidable. And then you have something in here about not being licensed. I mean, it looks like you just threw a bunch of stuff in.

The plaintiff knew or should have known that the license -- is that all bad faith?

MS. MOSKOWITZ: No, that is saying that the note

and the mortgage are not enforceable.

THE COURT: The complaint, that is not verified, well, the second amended one was.

Okay. I see your conditions precedent argument.

MS. MOSKOWITZ: Standing is number 17 and 18.

THE COURT: I am looking here for an order -- I see that you have a second amended verified complaint, but I don't see the order on it. Wait. Maybe it is in the motion to dismiss on 8/28/2014. It says that you have 30 days to file the amended complaint.

Okay. The attorney for Deutsche Bank is --

MR. MORALES: My name is Mark Morales, M-a-r-k, Morales, M-o-r-a-l-e-s.

THE COURT: The attorney for Ms. Page is?

MS. MOSKOWITZ: Nicole Moskowitz, M-o-s-k-o-w-i-t-z.

THE COURT: The two other parties, they are both party witnesses, so they can remain in the room.

For the purposes of making the record clear, we are not in a courtroom, we are in a small chambers, where you are using the same table opposite of each other, which sometimes results in papers getting intermingled. I have an orange folder here. I am asking that any document that gets put into evidence,

gets put in here, and remains in here as it is passed around the table, please. It avoids lots of confusion.

As to any pretrial motions here, I think that I have one here, it says defense motion in limine to preclude trial exhibits, tell me why.

Is it every exhibit or is it specific exhibits?

MS. MOSKOWITZ: We have been requesting the exhibits in advance of the deposition --

THE COURT: First, answer my question.

MS. MOSKOWITZ: There are specific exhibits.

THE COURT: Tell me why.

MS. MOSKOWITZ: That would be any exhibits that was not given to me before or at the deposition --

MR. MORALES: I think that we need to go to through what we do have, because we have tried to narrow it down, Your Honor, rather than go through items that we may not be introduced.

THE COURT: The way that we are narrowing it, because I'm not listening to a motion on things that may not be entered.

Is that all in this? (Indicating).

MS. MOSKOWITZ: Yes.

THE COURT: I will just reserve, and then you will make your motion as he attempts to introduce any

document you think that is inappropriate.

MS. MOSKOWITZ: Actually, Judge, just for the general argument of the motion, Your Honor --

THE COURT: I don't want to hear argument on a motion that I might not hear. If he doesn't try to introduce anything that you didn't get, then I don't need to hear all of that, do I? The way that I stay young looking is not listening to things that I don't need to hear.

Do you have any other pretrial motions?

MS. MOSKOWITZ: No, Your Honor, I don't.

THE COURT: Do you have any pretrial motions?

MR. MORALES: No.

THE COURT: Just so I get this on the record, I am not swearing you in yet. But what is your name, ma'am?

MS. PAGE: Terri Page.

THE COURT: Ms. Page, you are represented by a very good lawyer, but just because we are in a close chambers, you may want to say something to her, maybe you will want to writer her a little note during the trial, so I would suggest that you give something to her to write with, because there is not that much privacy, if you have something to say, you may want to write it down.

MS. PAGE: Okay. Thank you.

THE COURT: I see you have something.

- - -

Thereupon:

MICHAEL VEVINS,

having been first duly sworn, was examined and testified upon his oath as follows:

THE COURT: Go ahead. State your name for the record.

THE WITNESS: Michael Vevins, V-e-v-i-n-s.

DIRECT EXAMINATION

BY MR. MORALES:

Q. Who are you employed by?

A. PNC Mortgage, a division of PNC Bank.

Q. What is the relationship between PNC and the plaintiff here today?

A. We are the subservicer of the loan.

Q. As the subservicer, have you reviewed any documents in preparation for today's trial?

A. Yes, I reviewed the note, the mortgage, the pay history, the breach letter, the purposed final judgement, and out business records within our system.

Q. As the subservicer, is there a servicer that is above you?

A. Yes, that is Ocwen.

Q. Can you please identify this document for the Court? (Indicating)

A. This document is a limited power of attorney that Deutsche Bank --

THE COURT: Wait. Just identify it.

THE WITNESS: It is a limited power of attorney.

BY MR. MORALES:

Q. Is this document made in the ordinary course of your business?

A. Yes.

Q. Is it done at or near the time by a person with personal knowledge?

A. Yes, it is.

Q. Is this a document of PNC to make and keep?

A. This document was not created by PNC, yes, but we keep this type of document.

Q. But it is kept in PNC records?

A. Yes, it is.

Q. Is this a document that you would rely on?

A. Yes.

MR. MORALES: Your Honor, I wish to introduce the limited power of attorney.

THE COURT: What's your response?

MS. MOSKOWITZ: Objection, Your Honor, lack of foundation and hearsay.

THE COURT: Overruled. That's Plaintiff's Number One.

Let the Clerk mark them.

He is going to sticker mark them. In this county, they don't let them use stamps.

(Thereupon, Plaintiff's Exhibit Number One was Received in Evidence.)

BY MR. MORALES:

Q. Can you please tell me what the limited power of attorney does?

A. This is a limited power of attorney given by Deutsche Bank to Ocwen Loan Servicing to act on their behalf.

THE COURT: Deutsche Bank to Ocwen?

THE WITNESS: Correct.

THE COURT: Tell me a little bit more about it? When is it dated? When is it valid?

THE WITNESS: It is the dated February 19th, 2013. In addition, there is an addendum of all mortgage backed securities that make up this particular agreement.

THE COURT: Does it have an affective date?

THE WITNESS: Affective as of February 19th, 2013.

BY MR. MORALES:

Q. Just one more question, the loan series that we are here on today, is that part of this addendum?

A. Yes, it is.

THE COURT: Could you give it a little check mark, or better than that, put a check mark on it, and put a sticky on the page where you find it on. 2006 QS6.

THE WITNESS: It is marked.

MR. MORALES: It is marked on page ten.

BY MR. MORALES:

Q. Can you please identify this document for the Court?

A. This is the certificate of assistant secretary giving authorization.

Q. Is this certificate a certificate that is kept in the ordinary course of your business?

A. Yes.

Q. Is it made at or near the time by a person with knowledge?

A. Yes.

Q. Is it the business of PNC to make this type of record and maintain this type of

record?

A. Yes.

Q. Is this a record that you have relied upon here today?

A. Yes.

MR. MORALES: Your Honor, I wish to move into evidence the assistant secretary certificate from Ocwen Loan Servicing.

THE COURT: I think that you have missed a couple of questions in your foundation.

MR. MORALES: Okay. I will try again.

THE COURT: Do you have them written down somewhere?

MR. MORALES: No, I don't.

BY MR. MORALES:

Q. Is this a record that is the maintained in the ordinary course of your business?

A. Yes, it is.

Q. Is this a record that is made at or near the time of the incident?

A. Yes.

Q. Is this record made by a person with personal knowledge?

A. Yes.

Q. Is it the business of PNC to make these

type of records?

A. Yes, it is.

Q. Have you relied upon this record in preparation for today's trial?

A. Yes.

THE COURT: Is that actually your record?

THE WITNESS: It is a record of Ocwen signing over authority to us.

THE COURT: It is your record now.

THE WITNESS: Yes.

MS. MOSKOWITZ: Objection, Your Honor, on relevance, foundation, hearsay.

THE COURT: What is your objection as to the foundation, can you be more specific?

MS. MOSKOWITZ: It is more hearsay, Your Honor, I don't think that it is their record, I think that it is Ocwen's record.

THE COURT: Overruled.

MS. MOSKOWITZ: As to relevance, it doesn't make any reference to this case, to this trust, or to this loan.

THE COURT: Let me see what it is.

MS. MOSKOWITZ: -- or to this witness.

THE COURT: I don't know what it is that they are trying to prove with it. I will overrule your

objection to relevance until I give him a chance to make this relevant.

BY MR. MORALES:

Q. Could you advise -- what is the purpose of this certificate?

A. This is Ocwen giving us consent to --

THE COURT: Who is "us".

THE WITNESS: PNC Mortgage.

This is Ocwen giving PNC Mortgage a list of specific individuals to sign on their behalf.

BY MR. MORALES:

Q. Does this --

THE COURT: Does it say sign for what or just to sign?

THE WITNESS: Just to sign for.

MR. MORALES: Your Honor, it is based upon the verification on the complaint, and the fact that the complaint is verified by PNC, It shows the authority to PNC.

THE COURT: This is at least relevant. It is going to be entered as Number Two. We'll call it certificate of authority.

(Thereupon, Plaintiff's Exhibit Number Two was Received in Evidence.)

MS. MOSKOWITZ: I'm sorry, the person who

verified the complaint is not listed here.

THE COURT: Wait a minute. It is relevant in that it proposes to be relevant to the complaint.

MS. MOSKOWITZ: I misspoke, Your Honor, I withdraw.

THE COURT: Your proposed Number Two, that's in as a Number Two.

BY MR. MORALES:

Q. Can you identify this document for the Court? (Indicating)

A. Yes, this is an exact duplicate of our breach letter, demand letter.

Q. Can you identify who this was sent by?

A. It was sent by National City Mortgage as the servicer.

Q. Can you explain what the relationship between National City Mortgage servicer and PNC?

MS. MOSKOWITZ: Objection, the document is not in evidence.

MR. MORALES: I am not asking a question regarding the document itself, but rather the relationship, who send the document, and my client here today.

THE COURT: The question was, can you explain the

relationship between National City Mortgage and PNC.

MS. MOSKOWITZ? If National City appears on the letter, then he is asking about the letter.

THE COURT: No, he is not, he is asking about the relationship.

Do you have an objection about that?

MS. MOSKOWITZ: No.

THE COURT: Overruled.

What's the relationship between National City Mortgage and PNC?

THE WITNESS: PNC was the successor by merger of National City Cooperation and National City Bank, affective, November, 2009.

BY MR. MORALES:

Q. Were you ever employed by National City Bank?

A. Yes.

Q. Are you familiar with the record keeping practices of National City Bank?

A. Yes.

Q. Was this document kept in the ordinary course of PNC business?

A. Yes.

Q. Was this document made at or near the time by a person with personal knowledge?

A. Yes, it is.

Q. Is it maintained in the ordinary course of PNC business?

A. Yes, it is.

Q. Have you relied upon the information found in this letter?

A. Yes.

Q. When this document was created by National City, are you familiar with National City practices in creating this type of document?

A. Yes.

Q. Was is it made by National City by a person with personal knowledge?

A. Yes.

Q. Was it kept in the ordinary course of business?

A. Yes.

Q. When PNC acquired National City, did this record also become a record of PNC?

MR. MORALES: I wish to move into evidence a copy of the letter, dated September 28th, 2009.

THE COURT: Is there any objection.

MS. MOSKOWITZ: Objection, hearsay and foundation.

THE COURT: Overruled. We'll call this the demand letter, September 28, 2009, and it is over your objection.

(Thereupon, Plaintiff's Exhibit Number Three was Received in Evidence.)

BY MR. MORALES:

Q. Can you advise the Court what this letter is? (Indicating)

A. This is a notification of demand of payments due to the breach of the loan, and it specifies the amount due, when the breach occurred, and how to remedy the breach.

Q. Why is this letter sent out?

A. For nonpayment.

Q. Is this letter sent out also to comply with paragraph 22 of the mortgage?

A. Yes.

Q. The breach that is complained of in that letter, has that breach been cured as of today?

A. No, it has not.

Q. What's the amount of the original breach?

A. Well, the original breach, including the October 1, 2009, payment was $13,805.

Q. I'm handing you two documents, sorry, one at a time.

Can you describe or identify this document before the Court? (Indicating)

A. This is an exact duplicate of what we refer to as the Bail-E letter.

Q. And this document, was this document that was made or prepared by PNC Bank?

A. Yes.

Q. Was it made at or near the time by a person with personal knowledge?

A. Yes.

Q. Is it the ordinary course of PNC to create such a document?

A. Yes.

Q. Is this document kept in your record system?

A. Yes.

Q. Have you relied upon this document today for trial?

A. Yes.

MR. MORALES: Your Honor, I wish to move this into evidence as Plaintiff's Number Four.

THE COURT: Do you have any objection.

MS. MOSKOWITZ: Your Honor, that is one of the documents that was not given to us prior to trial.

THE COURT: Okay. Make some arguments.

MS. MOSKOWITZ: Prior to the deposition, we started requesting trial documents in accordance with --

THE COURT: What is the deposition date.

MS. MOSKOWITZ: The deposition was on January 23rd, 2015.

You have the motion that has the emails attached, I can't recall off the top of my head the exact date when we first started requesting the exhibits.

THE COURT: Okay. And --

MS. MOSKOWITZ: It looks like it is January 12th, is when we first started requesting.

As you know, in accordance with the trial order, they are supposed to list their exhibits and make them available to opposing counsel. This is one of the documents that they didn't give to us, and the witness referred to it at the deposition but they didn't get a copy. I would like to tell you what happened at the deposition, when I got there, I asked opposing counsel, it is not the lawyer here today, if he had brought the exhibits with him, because I had seen him the day before and we started discussing it.

(Thereupon, an off-the-record discussion was had unrelated to the case.)

THE COURT: Go ahead.

He didn't have it at the deposition but it was referenced.

MS. MOSKOWITZ: At the beginning of the deposition, I asked opposing counsel if he had any of the exhibits with him, and I believe that he gave me a payment history that the witness had. And then through, the course of the deposition, as I was asking questions, he kept pulling out documents -- and it is reflected in the transcript that has been filed with the Court. As the witness was answering questions, he would hand him documents to either answer off of, or just in between, he would say I found this document in my pile, and he would hand him another document. So that's sort of the course what happened.

At the end of the depo, I said to him, do you have anything else in your bag of tricks. He said, that was it. If there was other exhibits, then he will be sending them.

Cut to yesterday, that is when I finally got the exhibits, I think it was 250 pages --

THE COURT: Yesterday, you got 250 pages.

MS. MOSKOWITZ: Yes.

THE COURT: Was it the pooling and service agreement?

MS. MORALES: Honestly, I don't know what was sent to.

THE COURT: You are the lawyer and you don't know what was sent?

MR. MORALES: I think that it was a different payment history to be honest with you.

MS. MOSKOWITZ: This is what it was, Your Honor. (Indicating)

THE COURT: May I see that. Tell me exactly when you got this?

MS. MOSKOWITZ: There is the email.

THE COURT: Wednesday, February 4th, at 11:53.

When was the deposition?

MS. MOSKOWITZ: January 23rd. We first requested their trial exhibits January 12th.

THE COURT: But on January 23rd, there was a special request to give us all of the documents that you have just pulled out in the depo or anything that you want to use during the trial.

MS. MOSKOWITZ: Right.

THE COURT: That's seven days, and today is the 5th, and so that's 12 days before the trial, and then they gave you these 11 days.

Now some of them, you must have had before?

MS. MOSKOWITZ: Right.

THE COURT: What in here didn't you have before -= the thing that we know that is the Bail-E letter.

MS. MOSKOWITZ: There is different payments histories, I have to compare them, there is different variations of it, I guess that has to be explained to me.

THE COURT: We'll get to that when he tries to put this in.

MS. MOSKOWITZ: I had some collection notes pile that I was given at the depo, it was not as thick as this one --

THE COURT: I asked you what not. But let's move on the Bail-E letter, the Bail-E letter you received yesterday. Do you want to explain?

MR. MORALES: Your Honor, it was my understanding that it was actually provided at the depo. I was not at the depo, so I can't speak to that.

Obviously, my witness was, and it is the witness's recollection is that it was provided then at the depo.

MS. MOSKOWITZ: I know that you have referenced it, but I don't recall it being provided to me.

THE COURT: May I see the depo.

MR. MORALES: Regardless, if we gave it to her,

it was referenced.

THE COURT: Your witness is here.

MR. MORALES: Again, his recollection is that, it was given.

THE COURT: Make your argument as if it had not been.

MR. MORALES: It was referenced at the deposition, and she was advised of the existence of the letter, it is a one page document that can be reviewed in a few seconds, which was referenced at the deposition, it is not anything that she was not aware of.

THE COURT: Were you asked a question about this at the deposition?

THE WITNESS: From my recollection, yes.

THE COURT: I will find that the prejudice is not so severe that it should be stricken, but because this is a one page document, easily perused. As to the Bail-E letter, over her objection, I'm letting it in.

MS. MOSKOWITZ: I'm sorry, I just did find the part in the depo. And did you also mention that there is a Bail-E letter, that is on page 15, and then, on page 16, the witness says, yes, the Bail-E letter and the documents --

THE COURT: You are talking so fast, I can't understand you.

THE COURT: Read it to me at a reasonable speed so I can understand it.

MS. MOSKOWITZ: Well, let me go back to where he first references it, on page 15 at line 16, this is a screen shot from our business records, and it reflects something that I had prior mentioned, it shows the order of the original documents, the note and the mortgage was sent to at the time David Stern. It reflects that we ordered those documents on November 5th of 2009, and then received them on November 18th of 2009, and then we sent the documents to David Stern on November 19 of '09. And then I said, okay, did you also mention that there was a Bail-E letter. Answer, yes, the Bail-E letter accompanies the documents, and we do have the Bail-E letter as well. And then I said, okay, I have not seen it. But how do you know that David Stern received the documents besides your own computer printout. And then the witness answered, he acknowledged receipt of the Bail-E letter. And so there was talk about it --

THE COURT: But he did not have it that day?

MS. MOSKOWITZ: Right.

THE COURT: Even taking notice that he did not have it that day, I'm not finding sufficient evidence to strike it, since it is easily perused one page letter, I will allow you to try to get it in if you meet the other foundation, that's right, you have done that. Over your objection, the Bail-E letter that is Number Four. May I see it.

(Thereupon, Plaintiff's Exhibit Number Four was Received in Evidence.)

MS. MOSKOWITZ: Also, I have another objection, it is just that the original, that is the best evidence --

THE COURT: Isn't that the original.

MR. MORALES: It is a copy.

THE COURT: Why is it a copy.

THE WITNESS: The original would be from the image, that is from the image.

THE COURT: Where is the original.

THE WITNESS: I'm not sure where the original is.

THE COURT: You don't know where they kept those documents?

THE WITNESS: I'm not certain where these documents would be.

THE COURT: I guess they treat it as lost or they don't keep them.

Acknowledging that objection, I'm still going to allow it in.

BY MR. MORALES:

Q. Can you advise, just for the record, advise what this letter is and what it states?

A. This is sending in this instance to David J. Stern, to our attorney at that time, the original note, and the mortgage, and asked him to acknowledge receipt of each in a foreclosure action being filed by David Stern.

THE COURT: What's the date.

THE WITNESS: The date acknowledged?

THE COURT: No, the date of the letter.

THE WITNESS: November 19th 2009.

THE COURT: Is there an acknowledgment.

THE WITNESS: Yes, there is.

THE COURT: What's that date.

THE WITNESS: November 22nd, 2009, acknowledge of the original note and the original mortgage.

MS. MOSKOWITZ: Actually, Your Honor, it is not attaching what it is purportedly enclosing, there is no copy of the note and mortgage, and so it needs to be a full document, anything could have been attached to this.

THE COURT: When you scan this, doesn't it show

what was attached to it?

THE WITNESS: The Bail-E letter, the copies of the note, and the copies of the mortgage, they are all independent documents and are scanned individually, they are not scanned as a composite if you will.

THE COURT: Okay. Noting your objection. This is from PNC?

THE WITNESS: Correct.

BY MR. MORALES:

Q. Can you please identify this document for the Court? (Indicating)

A. This is a screen print, F.O.R. Three screen from our servicing.

Q. Is this a printout on what appears on your screens?

A. That's correct.

Q. What is in here, are these notes made at or near the time of each incident?

A. Yes.

Q. Are they made by a person with personal knowledge?

A. Yes.

Q. Is this kept as a business record of PNC in the ordinary course of PNC business?

A. Yes.
Q. Is this kept in the ordinary business of PNC?
A. Yes.
Q. Have you relied on the information in this document?
A. Yes.
THE COURT: What did you title that, a screen shot of, what?
THE WITNESS: The name is F.O.R. Three is the name of the screen.
THE COURT: What does it show.
THE WITNESS: It shows foreclosure tracking steps and the process.
THE COURT: What is your objection.
MS. MOSKOWITZ: Yes, hearsay and foundation. May I voir dire him?
THE COURT: Yes. Go ahead.
BY MS. MOSKOWITZ:
Q. What entity did you say created this?
A. The screen that is shot from the servicing system that PNC uses to create this.
Q. But who created these actual entries?
A. Anyone who is performing the duty or function would create that one.

Q. And so is it other entities besides PNC?
A. No.
Q. So this is only done by someone at PNC?
A. Correct.
Q. What department?
A. It would be the foreclosure department.
Q. Do you work in the foreclosure department?
A. I do not.
Q. It appears on here that the dates on here are out of order, I don't know if I'm reading it right, are these dates out of order?
A. I would like to have that in front of me.
It is not in date order, so yes, they are out of order.
Q. What type of order are they in?
A. It is in step order that is created by the foreclosure department.
Q. What does that mean?
A. It is in their process step order, they are not in date order.
THE COURT: Start out with the top and go down on it.
THE WITNESS: Assign processor, that is step one; and then there is litigated matter step; litigation

resolved; referral package to attorney; file received by the attorney.

BY MS. MOSKOWITZ:

Q. This is what is confusing me, it looks like something happened in 2009, and then in 2010, and then it goes back to 2009.

THE COURT. Well, those are questions for cross-examination.

What this is about is that, whether or not this is a legitimate business letter. Is there anything that you want to ask about this being a legitimate business record or meeting the business record requirements?

MS. MOSKOWITZ: Your Honor, I'm trying to find out what his knowledge of the record is.

THE COURT: Then ask him the question.

MS. MOSKOWITZ: That's why I am asking him about the dates, if he knows why they are out of order.

THE COURT. No, you can't do that, there is no talking back and forth between the lawyers while you are on the stand, sir.

MS. MOSKOWITZ: This is what happened at the deposition, also, just for the Court's --

THE COURT: Well, I was not at the deposition. I am here now, and I am telling them not to do it.

May I see that?

MR. MORALES: Yes.

THE COURT: Are you asking to admit it.

MR. MORALES: Yes.

THE COURT: Over her objection, this will be marked that as Number Five. We are calling it F.O.R. Three.

(Thereupon, Plaintiff's Exhibit Number Five was Received in Evidence.)

THE COURT: What do you want me to know from that?

BY MR. MORALES:

Q. What type of information is provided in the screen shot?

A. This is one of the screens that make up different foreclosure steps that are in that each individual foreclosure process takes within a specific case, and, more specifically, it confirms or the information on the Bail-E letter, that shows we ordered documents on November 5th, '09. And then the original were received on November 18th of '09, and the documents were sent November 8, '09, and then the other documents that were sent -- the original Bail-E, that is on November 18th of

'09.

Q. Actually, this shows that the original documents were shown to be ordered on November 9th --

A. This is scheduled date, the first column, you can ignore, they project these steps. The first column, that is an actual schedule. The second, that is the actual schedule of when it actually occurred.

Q. And so the original was requested on November 5th, '09?

A. Yes, it is, that's right.

Q. Who is it requested from?

A. It was requested from the trustee.

THE COURT. It was originally requested from Deutsche, on what date?

THE WITNESS: Yes, November 5th of '09.

THE COURT: That's the actual date, not the wish for date?

THE WITNESS: Yes.

BY MR. MORALES:

Q. Were these records received by PNC from Deutsche to PNC on what date?

A. November 18th of '09.

Q. Can you identify that document for the

Court please. (Indicating)

A. Yes, this is the original note.

MR. MORALES: Your Honor, we are asking to move the original note into evidence, this is the original self-authenticating document.

THE COURT: Do you have any objection to the original note?

MS. MOSKOWITZ: Well, my objections go to authenticity of the endorsements, and I will save that for Cross.

THE COURT: Why are they all stapled together?

MR. MORALES: It was clipped together with the mortgage.

THE COURT: Yes, but the note and the mortgage, they are always stapled together.

MS. MOSKOWITZ: Judge, I believe that the statute says that they are supposed to be attached.

THE COURT: Yes, I'm going to look, I notice three pages, and then what is this? What does that go to -- it doesn't have -- this doesn't say that it is a two page document.

MR. MORALES: This is would be the note, and then this is the interest only payment. It starts at three and then it goes to four, and it has part of the paragraph on the last of this page on this page.

So that would be the addendum, that is attached to this note.

THE COURT: I see what you are saying. Normally, they say one of two, but this doesn't, but it is a continuing document. Interest only payment period and addendum, and then the note is three pages, but we are making this one exhibit. You can staple those together please and then pass them back.

You are not objecting that it is being introduced into evidence, but just what it indicates; is that correct?

MS. MOSKOWITZ: Right, but I am objecting that the evidence is not attached.

THE COURT: Number Six, that is an original note.

(Thereupon, Plaintiff's Exhibit Number Six was Received in Evidence.)

THE COURT: Okay. We have the original note now.

BY MR. MORALES:

Q. Can you please identify who the lender was in this note?

A. National City Mortgage a division National City Bank of Indiana.

Q. Can you identify who the borrower is that shows on this note?

A. Terri Page.

Q. Does this note bare any endorsements?
A. Yes, there are three endorsements on the note.
Q. Can you follow the chain of title through the --
THE COURT: Wait. Go back, you said National something something --
THE WITNESS: A division of National City Bank of Indiana.
THE COURT: Go ahead.
THE WITNESS: The first endorsement is National City Mortgage, a division of National City Bank of Indiana, to National City Mortgage Co., a subsidiary of National City Bank of Indiana.
The second endorsement is National City Mortgage Co., a subsidiary of National City Bank of Indiana, to Residential Funding corporation. And then the final endorsement, Residential Funding Corporation, paid to the order of Deutsche Bank Trust Company, Americas, as trustee.
BY MR. MORALES:
Q. Can you please identity this document for the Court please? (Indicating)
A. Yes, this is the original mortgage.
MR. MORALES: Your Honor, I'm asking to move this

into evidence as a self-authenticating document, it is off of the original recorded mortgage.

THE COURT: Can you mark this as Plaintiff's Seven.

Is there any objection?

MS. MOSKOWITZ: No objection.

(Thereupon, Plaintiff's Exhibit Number Seven was Received in Evidence.)

BY MR. MORALES:

Q. Can you just identify from this document, who is the lender?

A. National City Mortgage, a division of National City Bank of Indiana.

Q. Who is the borrower that shows on this document?

A. Terri Page.

Q. Does this document -- is this for the same property that is secured by the note?

A. Yes, it is.

MR. MORALES: That's the payment history that was given to you at the depo.

THE COURT: Give her time to analyze what she has been given there.

MS. MOSKOWITZ: This looks different.

MR. MORALES: The print is different,

THE COURT: Is it just smaller or is it different information?

MS. MOSKOWITZ: It appears to have different columns -- I mean, whether or not, it has the information as to what I'm looking at, but it is a different document.

THE COURT: The document that you have in the form -- I'm just asking -- sometimes they bring one printed smaller, but is it the same one, is that the case here or is it actually different?

MS. MOSKOWITZ: This is different, the one that I was given says National City Mortgage across the top.

THE COURT: What does that one say?.

MS. MOSKOWITZ: This has a bunch of different numbers.

THE COURT: Does the witness have the one that you gave her?

THE WITNESS: I gave her mine.

THE COURT: Is that the one from the depo?

MS. MOSKOWITZ: Yes, we made a photocopy of it.

THE COURT: Can we use that. Is that the only one that you have or did he give you his and you have one?

MS. MOSKOWITZ: This was his, and we photocopied it.

THE WITNESS: I can explain why they are different.

THE COURT: Well, not yet. You cannot use it because you didn't bring it, but show him the one that she has, so he can see if the one that you have is the same.

THE WITNESS: It is the same.

THE COURT: It is the same.

THE WITNESS: The difference, if I may -- is the way that the pictures are pulled and uploaded --

THE COURT: -- I'm not asking if it has the same information in it, this lawyer has spent hours going through this documents that you have provided to her, and she may have some questions, she cannot reanalyze documents if it is in a different format. Is it the same form but in different size print, that is the question that I'm asking?

THE WITNESS: It is the same format with the exception that this carries through January of 2014.

THE COURT: Let me see what she has. (Indicating).

THE WITNESS: This goes through December 31, 2014, and this goes through January 2015.

THE COURT: Which is the one that you are proposing to enter?

MR. MORALES: These are the same, I think. (Indicating)

THE COURT: I don't see any semblance between these two in the layout that I can understand. I can't compare A to B. Can you?

THE WITNESS: Yes.

THE COURT: How? How would she?

MS. MOSKOWITZ: Your Honor, he has worked at City National for over 20 years.

THE COURT: I understand. I just want him to show me where they are alike, it maybe just be a heading.

THE WITNESS: The first two pages and the top, they are in a different format.

THE COURT: Okay. Then take those three pages off.

THE WITNESS: If you start with 2013 --

THE COURT: Let me ask my question.

Is that at the top of the document that you gave her? Can you find me a page that she has that matches the page on the document that you have, that's all I'm asking.

THE WITNESS: Right here. It starts with 2013. (Indicating)

THE COURT: Maybe. I just don't see this right.

There is nothing alike in these two pages. They have the same information, but they are not alike in any way, they are not alike in any way, not in the layout, not in the verbiage.

THE WITNESS: This is the one right here. (Indicating)

THE COURT: Is that the one that you have?

THE WITNESS: Yes.

THE COURT: We are not giving you what you didn't bring here today, she doesn't need to provide your evidence for you.

THE WITNESS: It is just the same way, it is just the format that it is actually printed, it rolls the headers, it pushes the page down.

THE COURT: Well, I don't see any headers on that at all on the ones that you are trying to use. Can you show me?

THE WITNESS: Everything across the top that is a header.

THE COURT: I know what a header is.

THE WITNESS: Yes, it is the header for the entire year. You see it one time for each year, and then you see the next year. You see it one time for each year, and this is where they are consistent.

THE COURT: Where is the document that you are

attempting to use?

Now, where is the document that she had already?

MR. MORALES: This is it. (Indicating).

THE COURT: You saying, are these pages alike?

THE WITNESS: They have the same information on them.

THE COURT: They are not alike.

THE WITNESS: I didn't say alike. They are not alike.

THE COURT: It says principle balance beginning.

Wait a minute. I am going to find that number on here, but it has different numbers next to it.

THE WITNESS: That is through December 31, 2013.

THE COURT: Let's not even talk about that, the one that she was provided with, that should be used in trial.

Where is it?

Did they provide one?

THE COURT: This the one prior --

MS. MOSKOWITZ: There is another one, and then I have another one that I got a while ago, that doesn't look like either of these.

THE COURT: Where is it? (Indicating) I don't want to cut hairs here.

MS. MOSKOWITZ: This appears to be a different

document also.

THE COURT: Let them see it. (Indicating)

THE WITNESS: This is in a completely different format than those others, so that is nothing alike.

THE COURT: Thank you.

You don't have the one that she had already. You don't have that to testify from -- the only thing that you are trying to testify from now, that is something she was given yesterday. I can't allow it. I can't allow in a payment history that you gave yesterday on a 2009 case that has been litigated for years.

MR. MORALES: I'm looking to see if I do have it, this is a living document, it changes everyday by virtue of the fact, there is another day that is added to the payment.

THE COURT: I'm not talking about the date that it ends in, I'm talking about the whole format, being that you can read along with the document that she has had for a reasonable amount of time.

THE WITNESS: It is in the same format that she just showed us.

THE COURT: Well, as long as it is something that you had. Now, pass it over to her. Does it have the default date in there?

THE WITNESS: This appears to have been screen prints from our system as of June 10th, 2010.

THE COURT: So it doesn't, so it is not what she has.

THE WITNESS: It is a portion of what she has.

THE COURT: I'm going to take a ten minute break here. You guys get your act together -- when I say, "You guys", I am talking to the plaintiff. Get out all that you have. It is pretty chaotic looking on this table, and let's see what we can do in ten minutes. I am not going to allow the one that she just got yesterday.

MR. MORALES: Let me go through this.

(Thereupon, a short recess was had, after which, the following proceedings were heard.)

THE COURT: I think that we are talking about the payment history, but I think that we were skipping that one for a moment or are we moving forward?

MR. MORALES: This is the same copy as the one that she has.

THE COURT: That's the one that you had from the deposition, not the one that you were given yesterday?

MS. MOSKOWITZ: This is actually the one that they gave me with their interrogatories, but it was

not what was represented to me as to what was going to be the trial exhibit.

THE COURT: But you had it.

MS. MOSKOWITZ: Yes.

THE COURT: You can try to get it in.

BY MR. MORALES:

Q. Please identify what this is for the Court?

A. These are screen shot history from our system.

Q. Is this document made in the ordinary course of PNC business?

A. Yes.

Q. Is this document created by a person with personal knowledge?

A. Yes.

Q. Are those documents made at or near the time of the event?

A. Yes, they are.

Q. Is it the business records of PNC to make that?

A. Yes.

MR. MORALES: Your Honor, I'm asking to move in the payment history.

THE COURT: Before we do that, could you just

tell me how you know the answers to what he was just asking you.

THE WITNESS: The screens are with our servicing system that I have access to, and the screens in question, they are referred to P309 screens, which they are screens that contain history, but there is only so much history that can be contained online and then once it is too much, then it goes to the format that we dealt with prior to the break.

THE COURT: I'm talking about things like they were made at the time that they were entered, and they were made by person with knowledge. How do you know all of that?

THE WITNESS: The payment that is the transaction, any so any transaction that is entered reflects on or about that same time.

THE COURT: Where do you get that information? What are you basing that on when you say that?

THE WITNESS: My experience with working on the system, and I have been working with the company for over 25 years.

THE COURT: Okay. Do you have an objection to the exhibit?

MS. MOSKOWITZ: Yes.

THE COURT: What is your objection.

MS. MOSKOWITZ: Hearsay, foundation, and relevance.

THE COURT: It is coming in as Number Eight over objection.

MS. MOSKOWITZ: May I voir dire.

THE COURT: No, you can cross, I just did that.

(Thereupon, Plaintiff's Exhibit Number Eight was Received in Evidence.)

BY MR. MORALES:

Q. Can you advise the Court what timeframe this covers the payment history?

A. This covers from June 16, 2008 up to April 27, 2010.

Q. Does this cover the period of time in which the breach occurred?

A. Yes, it does.

Q. Does this document show the breach?

A. Is reflects that were not paid and then it shows the breach.

Q. Based upon the documents and other documents that were presented to the Court, has this breach been cured?

A. No.

MR. MORALES: This is a copy of the proposed final judgment.

MS. MOSKOWITZ: Objection, Your Honor, to handing him the final judgment, he can't testify to that.

THE COURT: Well, I don't know what he is going to say yet. Go ahead.

BY MR. MORALES:

Q. Did you have an opportunity to review this document?

A. Yes.

Q. Did you review the amounts on the final judgement?

A. Yes.

Q. The amount that is being sought here today, is that based on the information that you have presented to the Court?

A. Yes.

Q. Do you know what the amount is that is being sought here today is?

A. I would have to look at the judgment to recall the same to recall the exact number.

THE COURT: Well, he cannot look at that. Do you have other documents that's in your record that he can look at?

THE WITNESS: Yes.

BY MR. MORALES:

Q. Can you tell the Court what the amount of

principle that is being sought her today is?

A. It is $307,935.31.

Q. Do you know the amount of outstanding interest?

A. I wouldn't be able to pull this from that document because it is date.

Q. Do you know what the rate of interest?

A. It is 6.875 percent, and then the last payment that was satisfied was due April 1st, 2009, and so then the accrued interest then from May 1st of '09 to the current date.

Q. Has PNC had to pay any additional expenses with regard to carrying this loan?

A. Yes.

Q. What type of expenses?

A. I know that we had a couple of PPO's.

THE COURT: What is that.

THE WITNESS: Brokers price opinions that we had to gather.

MS. MOSKOWITZ: Objection, Your Honor. That is hearsay.

THE COURT: Sustained.

BY MR. MORALES:

Q. Does this document reflect any other payments that were made with regards to this loan?

A. It reflects payment made from the timeframe that we have mentioned that it covers, yes.

Q. From this document, can you advise what those payments were?

A. The last full payment that was applied that was sent by the borrower that was applied on March 25th 2009, but that was for the March 1st payment.

There was a forbearance plan, thereafter. There was an additional payment.

THE COURT: Wait, it was March 5th.

THE WITNESS: Right, it was applied March 1st.

THE COURT: 2009.

THE WITNESS: Right and that was the last full payment received by the borrower.

There was a forbearance agreement that covered four payments of $800 installment plan that we received three payments on. The fourth payment, we did not receive, and we posted the three payments to equal one full payment on August 17th, 2009, satisfying the April 1st, 2009 payment; and that was the last funds applied to the account for payment received by the borrower.

THE COURT: So you have the last full payment as April 1st, 2009, it is credited to April 1st?

THE WITNESS: That was received March 25th, 2009.

THE COURT: Why can't I get the answer to my question. The last payment applied was April 1st, 2009?

THE WITNESS: That's correct, yes.

THE COURT: Thank you.

MR. MORALES: Your Honor, I have no further questions for this witness.

THE COURT: So you said that it is a fixed interest rate of 6.875?

THE WITNESS: It is fixed interest only for the first ten years, yes.

THE COURT: So it is due since May 1st.

THE WITNESS: Correct. The interest is in arrears, the May 1st payment is April's interest.

THE COURT: So this has been due from April 1st, 2009, interest from is due from there?

THE WITNESS: Correct, yes.

THE COURT: You could calculate that.

THE WITNESS: Yes.

THE COURT: That's it.

MR. MORALES: I have no further questions for this witness.

THE COURT: You are tendering the witness?

MR. MORALES: Yes.

THE COURT: You can do your Cross-Examination.

CROSS-EXAMINATION

BY MS. MOSKOWITZ:

Q. First, let's look at the note first, that's Exhibit Six. Now, let's turn to the endorsements on the note please.

Do you know the date that any of these endorsements were placed on the note?

A. I don't know the exact date.

Q. Let's look at the one to Deutsche Bank Trust Company Americas trustee. That appears to be a stamp, right?

A. Yes.

Q. Do you know by whose authority that stamp was put on there?

A. No.

Q. Do you know if Judy Favor(phonetic) put the stamp on there?

A. No, I didn't.

Q. Did you see Judy Favor put the stamp on there?

A. No, I didn't.

Q. Did you see anyone put the stamp on there?

A. No.

Q. What about the endorsement to Residential

Funding from National City that's signed by Hilda Callezia-Brow(phonetic), were you present when that endorsement was placed on there?

A. No.

Q. This is also another endorsement from Hilda Callezia-Brow on National City Mortgage, were you present when that was put on there?

A. No, I was not present.

Q. So you don't know when those two were placed on there?

A. No.

Q. Let's look at Exhibit Two, this is the Ocwen Loan Servicing authorization, does this document make any reference to the loan that is at issue here today?

A. No.

Q. Does it make any reference to foreclosures?

A. No.

Q. Does it make any reference to you being here?

A. No.

Q. Does it make reference to PNC being authorized to come testify today?

A. No.

MS. MOSKOWITZ: That's all that I have on that.

BY MS. MOSKOWITZ:

Q. Let's look at the demand letter that is Exhibit Number Three. Let me ask you this, does this letter have header on it?

A. No.

Q. Is this the format that the letter was allegedly sent to Ms. Page?

A. No.

Q. It was sent in a different format?

A. Yes.

Q. How do you know that?

A. The process that we use that is a third party vender that sends the letter out with our letter head on the actual letter from their shop.

Q. So is this how the letter was sent to the third party vender?

A. No.

Q. How do you know that the letter was sent out?

A. We have the copy of the letter, that is our confirmation, and this is copy for our records.

Q. But the copy that is not the actual

format that the letter that is actually sent?

A. That's right.

Q. So what is this is a copy of?

A. This is a copy of the basic information data that we transmitted electronically to our vender to create the letter, and based on the --

THE COURT: How is it different from the one that she gets?

THE WITNESS: The letter head.

THE COURT: So all of the information is the exact same?

THE WITNESS: Yes.

THE COURT: Go ahead

BY

MS. MOSKOWITZ: The only way that you know that it is sent is that, they send you a copy of if?

A. That's the confirmation, yes.

Q. Now, the date on the letter, is that the day that it is generated or mailed?

A. It is generated on the 20th.

Q. When is it mailed?

A. The following day.

Q. How do you know that?

A. It is the process that the vendor

follows.

Q. How do you know what the vender's process is?

A. Because I have been trained on the process.

Q. Did you bring anything here today to tell us what the process was?

A. No.

Q. Did you personally see the letter mailed?

A. No.

Q. Do you know who at the third party vender mailed it out?

A. Who at the vender?

Q. Yes.

A. No.

Q. What's the vender's name?

A. Ventures Solutions.

Q. What department generated this letter?

A. That letter would have been generated by our breach and demand.

Q. It says customer counseling department on it?

A. It is just a department to refer to call back, the breach and demand department doesn't accept calls.

Q. How did that department know to send the letter?

A. Because of the arrearage, the system flagged this loan for being in a position to being demanded.

Q. Do you know how much postage is put on the letter?

A. The legal required in 2009 for first class.

Q. Let's look at Number Four, when this original letter was sent, it had attachments, right?

A. Yes.

Q. The note and the mortgage that is what was attached?

A. Yes.

Q. How do you know a copy of this note and this mortgage was attached?

A. Because of the acknowledgment by Mr. Stern as having received it.

Q. But it is not attached to the letter that you gave us, what's telling you that it was the actual mortgage for this loan?

A. Well, the system records reflect that this was sent to Mr. Stern on the same date of

the letter, we rely on the system records along with the copy of acknowledgment.

Q. Let's look at Number Five, you have told us earlier that on November 5th, that's when the original documents were requested from Deutsche?

A. Yes.

Q. How do you know that?

A. Because under the actual column, it says November 5th, '09, order original docs.

Q. How do you know that's from Deutsch?

A. Because they are the trustee.

Q. But is there anything on here that tells you that the request was from Deutsche and no one else?

A. Nothing on this screen.

Q. I was trying to ask you this before, you said that these are steps that are taken, with respect to the loan. To me when I hear the word "steps", it is one thing after another, but as we have discussed earlier, this is out of order, and so why is this not in the actual order that they occurred?

A. All I can say is that this is a flow that has been created by the department for this

screen. I don't understand that, there is no rhyme or reason to it, from my understanding.

Q. How do you know for sure that the original documents were requested from Deutsche?

A. Because the screen reflects November 5th on it.

Q. We have established that the screen doesn't actually say Deutsche on it.

A. Because I know that Deutsche is the trustee.

Q. So you don't know for sure, you are just assuming that is from because Deutsche is the trustee?

A. Just based on my knowledge.

THE COURT: How do you know Deutsche is the trustee?

THE WITNESS: Because our system records reflect that.

THE COURT: Is there anything that we have here that reflects that? We have a mortgage and the note, do they say anything about Deutsche on them?

MS. MOSKOWITZ: No, Your Honor, the note that is attached to the complaint that is not endorsed either, so.

MS. MOSKOWITZ: Your Honor, can I have a moment to review everything?

THE COURT: Yes, of course.

BY MS. MOSKOWITZ:

Q. Do you know the exact date that Residential Funding took over the ownership of the loan?

A. I know, based on our business records, that the loan was originally within trust from origination. And that RFC at that time --

THE COURT: How do you know that? What are you basing that on?

THE WITNESS: Our system records.

THE COURT: But you don't have anything here?

THE WITNESS: No.

THE COURT: So you are just saying what you saw?

THE WITNESS: Yes.

MS. MOSKOWITZ: That was going to my next question.

THE COURT: If you are not going to make the objection, then I'm not going to make them for you.

BY MS. MOSKOWITZ:

Q. You said that the loan was part of the trust from the origination?

A. Yes.

Q. Do you have any proof of that?
A. I have some documentation to prove that.
Q. Do you have that here today?
A. No, I personally do not.
Q. Did you bring anything here today, besides the authorization letter for signing, showing that you have authorization to be here today on behalf of the trust?
A. No.
MS. MOSKOWITZ: I have no further questions, Your Honor.
THE COURT: Do you have any redirect.
MR. MORALES: Yes, Your Honor.

REDIRECT-EXAMINATION

BY MR. MORALES:
Q. What you have in front of you, that is a copy of the Bail-E letter that was sent to David Stern's office, reading this carefully, is there anything that shows or identifies this loan on that Bail-E letter?
A. Yes, it references the Bail-E letter loan number zero zero zero four five seven one five three five and then the name Terri Page.
Q. If you look at the loan number, is that loan number also on the mortgage?

A. I don't see that loan number, other than -- it is not typewritten, but it is penciled in, with the number 4571535 under the name Page on the top right, but it is not typewritten within the body of the mortgage.

The note does contain a typewritten number, zero zero zero four five seven one five three five, which is the system loan account number.

Q. So then this letter references the loan number that is typewritten and then this is handwritten on this one?

A. Correct, yes.

Q. By looking at the endorsement, you said that you didn't know when they were placed on there; is that correct?

A. That's correct

Q. Do you have any reason to believe that any of these endorsements were improperly placed on this note?

MS. MOSKOWITZ: Objection, speculation.

THE COURT: Sustained.

BY MR. MORALES:

Q. To your knowledge, have any of the individuals that have transferred this note, based according to these endorsements, have

they filed any actions stating that any one these endorsements is fraudulently listed?

MS. MOSKOWITZ: Objection, relevance.

THE COURT: Sustained.

MR. MORALES: Well, Your Honor, she has asked him about these --

THE COURT: I know it is not relevant if someone has filed a claim against them.

MR. MORALES: I think that it is relevant under the statute, which she is claiming are improper endorsements. It would have to be the person that is bringing improper endorsement action against that is claiming to enforce this note.

THE COURT: Is she claiming improper endorsement?

MR. MORALES: She is claiming that these endorsements are not verifiable, that they are improper on this, according to her affirmative defenses.

THE COURT: Is that true? Is that your argument?

MS. MOSKOWITZ: Well, Your Honor, I always raise that the endorsements are not authenticate, it is certainly stamped on the --

THE COURT: I'm sorry. I will overrule your objection, it is relevant, go ahead.

BY MR. MORALES:

Q. To your knowledge, has anyone brought a party or action to state that any one of these endorsements are invalid?

A. To my knowledge, they have not.

Q. One more question, the date on this Bail-E letter, what is the date that this is confirmed that the Plaintiff's counsel received this Bail-E letter?

A. It is November 22nd, 2009.

Q. Do you know what date that this action was filed in this case?

A. From my recollection, I think that it is December of '09.

MR. MORALES: It is matter of the record, Your Honor, it is actually filed November 22nd, which is part of the Court's docket.

THE COURT: December 9th, that is what I'm looking at. I have the file open, and I'm looking at the blue stamp, it says December 9th, 2009.

MR. MORALES: Then I'm okay with that date as well. I have no further questions, Your Honor.

THE COURT: Thank you.

Do you have any further witnesses?

MR. MORALES: No, no further witnesses.

THE COURT: Do you rest.

MR. MORALES: Yes, I would rest.

MS. MOSKOWITZ: Your Honor, I would like to move for involuntary dismissal at this time.

THE COURT: Tell me why.

MS. MOSKOWITZ: Your Honor, first of all, the Plaintiff has failed to prove the standing. As I'm sure you are aware of the new four cases that just came out from the Fourth DCA on January 7th, and in addition, to the legend of other case law that says that there has to be some indicia that the Plaintiff had standing at the time that the lawsuit was filed.

The witness testified that he did not know when the endorsements were placed on there, and there is nothing in evidence to show us when the endorsements were put on the note, so there is nothing to prove standing.

Further, Your Honor, there is a Count for reformation of mortgage in the complaint that the property description is wrong. There has been absolutely no evidence put on as to the correct property description.

THE COURT: What Count is that.

MS. MOSKOWITZ: It is Count Two.

And so if they have the wrong mortgage, then I don't see how they can foreclose on it. If they are

foreclosing on the wrong piece of land, they cannot prevail here, and that's by their admission in their own pleadings as well.

Also, Your Honor, there is no proof of agency, they don't have anything in evidence showing us that PNC is the subservicer. We have the signing authorization from Ocwen to PNC that doesn't show anything except that the company is allowed to sign on their behalf. It is not even specific as to whether or not it covers foreclosures, or this lawsuit, or this loan in particular, and that's an Ellston, Leedsdale(phonetic) problem that they have, Your Honor, agency must be proven through the mouth of the principle not through the agent. And the power of attorney that's in evidence shows that Ocwen could be here, but Ocwen is not here today, it is PNC.

Furthermore, Your Honor, the only amounts now that are in evidence about the payment history, which is just a short snap shot of the loan -- If your Honor were to find for the plaintiff, I would argue that it is not a full payment history, we don't know full amount of escrow that was paid OUT on this loan, we don't know about the full amount of fees.

THE COURT: I don't think there is any evidence

as to escrow at all, I have not heard anything about that at all, the only one it is only interest and principle.

MS. MOSKOWITZ: The default letter that was sent out, it doesn't give the 30 day notice that is required by the mortgage. The mortgage says that the letter has to specify a date not less than 30 days from which the letter is sent for which to cure the loan, and here, he is testifying that the letter is dated the 28th, but it was mailed out on the 29th.

THE COURT: You have enough going for you, don't misrepresent.

MS. MOSKOWITZ: If I did, I didn't mean to. Well, it says a date not less than 30 days from the date that the notice was given to the borrower of which the default must be cured.

THE COURT: That doesn't say either way.

MS. MOSKOWITZ: I read it now.

THE COURT: But this says neither as given, and that means when would receive it then.

Were you reading from their mortgage?

MS. MOSKOWITZ: Yes, I have a copy of it. Would you like to see it? Finally, Your Honor, as you have elicited a question from the witness, and I followed up, there is no proof actually at all that Deutsche

even holds the proof in the trust, they have failed to prove both Counts in their complaint, and so I'm asking you for a dismissal.

I do have the cases, and I think that you have the new ones that just came out.

THE COURT: I think that you need to cite them.

MS. MOSKOWITZ: I know one of them is Wright.

THE COURT: And then I would caution you though Callaway is on a motion to reconsider.

MS. MOSKOWITZ: Yes, these were January 7th.

I know that one of them is Wright and then is one that is Boboleni, Gagoleni or something like that. If I can have a moment, Your Honor.

THE COURT: All right. While he is getting the other copies of the payroll, I will let you look on your phone to cite the cases that you are referencing.

MS. MOSKOWITZ: I have first names, one is Joseph, the other one is Fisher, Wright and Boglioli

THE COURT: I don't know about Boglioli. Don't have that.

MS. MOSKOWITZ: As to that one, I may have the full case in my email.

MS. MOSKOWITZ: I have only Fisher only and Joseph in the email. I think that I only need both

to those two. In this case, the witness was not able to testify to the time that the endorsements were placed on the note.

THE COURT: Okay.

MS. MOSKOWITZ: Do you want me to present Ellston, Ledsdale argument --

THE COURT: I have Boglioli.

Is there anything else?

MS. MOSKOWITZ: Also, Judge, there is a ton of cases that refers to standing.

THE COURT: Do you have any other ground for involuntary dismissal?

MR. MORALES: As to the matter of standing, we have presented the note and mortgage here today. The note was sent prior to counsel which is prior to filing in this case they have the originals they have been in their possession. There has been no testimony that would controvert any of the endorsements on the note other than to question them. These endorsements, they are not being contested by any other parties that have placed the endorsements on them, they are the only parties able to contest those by virtue of the statute. It is prima facie evidence case.

We have shown power of attorney from Deutsche

Bank to Ocwen. The relationship between Ocwen and by PNC, which is shown by the virtue of the authority to sign. They are the party who signed the complaint as the subservicer. They are bringing in the name of the actual owner not in their name --

THE COURT; wait a minute, say that again.

MR. MORALES: The power of attorney to show Ocwen as the servicer for the plaintiff, the authority to sign, which is brought in by virtue of the fact that PNC is the party who signed it and verified the complaint, that shows the relationship between PNC and Ocwen, they are showing they are the party named of the actual owner, they are not bringing in the name of PNC, and so standing really goes to whether Deutsche Bank has standing at the time, not whether PNC has standing, PNC is here for Deutsche Bank.

The endorsement on the note show that it was specifically endorsed, we have provided the documents prior to it ever being filed, the originals were sent to counsel, showing that they were in possession of Deutsche Bank by virtue of their agency relationship with PNC.

As far as the issue of the breach letter -- if you can read also in addition paragraph 15 -- if you read in conjunction with paragraph 15, which states

that notices deemed received once sent.

THE COURT: Oh, it does.

MR. MORALES: Yes, it does, on paragraph 15 of the mortgage, paragraph 15, it is called notices, it says all notice given by borrower or lender in connection with the securities agreement, must be in writing, in notice in writing in connection with the securities agreement, shall be deemed to have been given to borrower when mailed by first class mail. My client has testified that it was mailed first class mail on the 29th, and it was dated the 28th. This case was not filed until December well after beyond that 30 day mark, and was given ample time to cure the default, and they were given the amount of time as necessary.

As to the reformation Count, we did not present any evidence as to that, and I would move to strike that Count at this point.

THE COURT: I am going to reserve on your motion for involuntary dismissal, and I will ask you to put on your case.

MS. MOSKOWITZ: I'm not calling anybody.

THE COURT: Are you resting.

MS. MOSKOWITZ: Yes.

THE COURT: Do you have any other pieces

of evidence?

MS. MOSKOWITZ: No, Your Honor.

THE COURT: I'm just making sure that I am not closing you out.

MS. MOSKOWITZ: Before I rest, I tender plaintiff on its own allegations, I think that you can take judicial notice of the complaint, in the amended complaint, they call for reformation of the mortgage. If they are saying that it is wrong property description, then it is the wrong property.

THE COURT. Is there anything that you have not covered?

MR. MORALES: I am fine.

MS. MOSKOWITZ: I have reply.

THE COURT: Closing argument.

MS. MOSKOWITZ: In addition to everything else that I have just argued, Your Honor, Counsel has said that they have shown proof by the Bail-E letter that the note was sent to prior counsel prior to the lawsuit being filed.

By his own admission then, if they have the copy of the note, the only copy then that they have is an unendorsed copy of the note. We all know that -- if you have a note that is not endorsed to you, what good is it. I could be holding a check to Kathleen

Ireland, and just because I am holding it, that doesn't mean that it is my check to cash. And so that doesn't show us that the note was properly endorsed and that they have standing in due course to bring standing.

All of the case law says that the burden is affirmatively on the Plaintiff to prove standing not on the defendant. Furthermore, the power of attorney, that is only to Ocwen -- and the only relationship that PNC has is whether they can sign, whether or not they can take any actions with respect to this loan, there is absolutely no proof of that.

My final argument with respect to the endorsements, in addition, that there is no proof that Deutsche Bank is the actual trustee for this loan, the endorsement that is put on the note is that references Deutsche Bank, that is just general, it doesn't make any specific reference to this specific trust. There is literally nothing before you, Your Honor, to show that Deutsche Bank is the proper party to file this lawsuit, and that this note is even part of the Deutsche Bank Trust as listed on the complaint and that's all that I have, Your Honor.

THE COURT: Do you have a response.

MR. MORALES: The only response that I have as to

the endorsement on the note, It is endorsed to Deutsche Bank, they have shown that they have authority over it, it is brought in their name. The evidence shows that they are in possession of the note at the time that it is filed in order for them to have standing. They have shown that they have it, and they were in possession of it, and that's it, and that's all is that I have.

THE COURT: Okay. May I see the evidence please.

As I have said, the case was originally filed on December 9th, 2009. At the time that it was filed with a copy of the note that doesn't contain any endorsements. If the attorney have gotten the copy, it is alleged that they have here today, then they copied something that they didn't get, because what they copied doesn't have it here.

Let's just say Judge, they have had a copy from a long time ago, and they did it to get in a hurry to file the lawsuit, but they really have the right one. Now we come all the way down to the November 7th, 2007, and it is the same, there is an amended copy that is filed with the same unendorsed note attached to it three years later. If anybody was in possession of the note with three endorsements on it. There is no evidence of it having been presented to

this Court in any form but those endorsements that were on this note, not through any evidence, prior to filing of this lawsuit, that is put on in any form. The plaintiff had the opportunity to bring in something that was scanned prior to this date that would show that they have it, just a scan, but a scan with the note, with the endorsements or God forbid to have actually filed it. Even though it did showup in 2012, then I might be looking at it different, but it is still not there in 2012. As to the authority for the loan servicer argument, I believe that their possession of the original note, that is the authority from Ocwen, and Ocwen did have authority, but you only get what you have. But you can only pass to someone what you have, and that what's this new case law is saying, particularly, that is the Murray case, you can only pass what you have received -- the nonholder possession of the instrument with the right of the holder -- actually, he is in possession of the instrument, I'm sorry that doesn't apply to him.

To show a successful of transfer to a holder, you have to have some evidence of it, you have to have had evidence of it other than three year later appearing endorsements.

I am finding for the defendant. I am finding no evidence of standing at the time of the filing of the lawsuit, and also as to the default letter -- again, I'm relying on these -- I am not writing these opinions, I am just the Judge enforcing them.

Under Christy Holt, the Fourth DCA came down on January 28th, which is up on a motion for rehearing, so I guess I can't rely on it, but the logic of it is a bad 22 that is the reason to dismiss the complaint.

The letter requires -- I am assuming the first notice of default, but it is at least the last one. It says that the forbearance that was on March 1st, and that the last first full payment that was applied was April first, 2009, and then there is a letter that comes out in September which would mean they are asking for April, May, June, July, and August, five months, is when they have notified them that they have 30 days to cure, but the letter which is dated September 28th, requires the payment for 10/01/2009 for which it is not yet in default. So if you were to -- -- let's just say that if she mailed in on September 29th, the entire amount they are asking, she not only would cure her default, she would be paying additional month, and so the amount that they

are requesting that is in excess of the actual default, and so I think that makes is an invalid demand letter. For the issues of no standing, and at the deficient demand letter, I am dismissing the action.

MR. MORALES: You have stated that November -- there was an amended complaint filed in 2012, that didn't have endorsements --

THE COURT: Yes.

MR. MORALES: Because the copy that I have that shows the endorsements.

THE COURT: Oh, my gosh, I beg your pardon. Wait a minute, let me see what I looked at here.

Sorry, I guess that I was looking at the rider, so someone that you filed two years later did have them.

Well, that doesn't invalidate the argument, it doesn't make it as strong.

At the time that you filed the lawsuit, they were not there but then two years later it is and so I will still hold to the original ruling. They have failed to prove Count Two, and it is dismissed to Count One and Count Two finding for the defendant.

You can do a short order that says the reasons stated on the record.

MS. MOSKOWITZ: The Court reserves jurisdiction for attorneys attorney fees?

THE COURT: If you plead for them.

MS. MOSKOWITZ: Yes, your Honor.

THE COURT: I am telling him the process of a motion for rehearing, I sit as a senior Judge, you will file it with the clerk electronically, but to get the paperwork copy to me put it in brown envelope, mark attention Judge Ireland, room 510, any case manager, under line highlight, no judges, no other attorney, because the only people who know how to get my case managers name V-e-l. Her email and your office wants to get a hold of her is foreclosure at 17 -- do you have a plane to catch?

THE WITNESS: Yes, thank you very much, I appreciate it.

THE COURT: Foreclosure at 17, that is 17th dot FL courts, all one word, dot org, Attention, V-e-l, that's for anything else that you want for Judge Ireland in addition to what the rulings require you to file.

MR. MORALES: Thank you, Your Honor.

We are off the record now. We are done.

(Thereupon, the proceedings were concluded.)

CERTIFICATE

STATE OF FLORIDA

COUNTY OF BROWARD

I, MICHELLE RUSSELL, a Florida Professional Reporter Certified, certify that I was authorized to and did stenographically report the foregoing proceedings and that the transcript is a true and correct transcription of my stenotype notes of the proceeding.

Dated this 6th day of March, 2015.

Michelle Russell, FPR
Commission Number FF47297
Expiration Date 08-21-17

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA FOURTH DISTRICT

CASE NO: 4D18-0816
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE
Appellee(s)/Respondent(s),
_____/

RECEIVED, 10/1/2018 1:41 PM, Clerk, Fourth District Court of Appeal

APPELLEE'S MOTION FOR EXTENSION OF TIME TO FILE ANSWER BRIEF

NOTICE IS GIVEN that Appellee, TERRI P. PAGE, by and through her undersigned counsel, hereby moves this Honorable Court to extend the time to file Appellee's Answer Brief for an additional thirty (30) days from September 29, 2018 to October 29, 2018, and as grounds state:

1. The undersigned is the primary attorney within the office and is also responsible for most of the motions and pleadings that are associated with the trials pending for the firm.
2. Additionally, the undersigned is engaged in a number of trials/hearings/appeals and other court appearances and has been unable to prepare and file Appellee's Answer Brief.
3. That the undersigned has conferred with opposing counsel and opposing counsel has no objection to a thirty day extension.

4. That the undersigned requires an extension of time of thirty (30) days from September 29, 2018 to October 29, 2018, so that she may adequately prepare and file Appellee's Answer Brief.

WHEREFORE, the undersigned moves for an extension of time from September 29, 2018 to October 29, 2018, to file Appellee's Answer Brief.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz
Florida Bar No. 56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on October 1, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

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By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No. 56570

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

October 02, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that appellee, Terri P. Page's October 1, 2018 motion for extension of time is granted, and appellee shall serve the answer brief on or before October 29, 2018. In addition, appellee is notified that the failure to serve the brief within the time provided herein may foreclose appellee's right to file a brief or otherwise participate in this appeal.

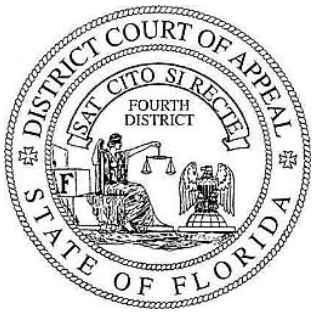
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



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IN THE FOURTH DISTRICT COURT OF APPEAL
IN AND FOR THE STATE OF FLORIDA

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant,

v.

CASE NO. 4D18-0816

LT Case No. 09-CA-66227

TERRI P. PAGE,

Appellee,
_____/

APPELLANT'S RESPONSE IN OPPOSITION TO APPELLEE'S MOTION TO STAY PENDING RESOLUTION IN FLORIDA SUPREME COURT

COMES NOW Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6 ("Appellant"), by and through undersigned counsel, and hereby files its Response in Opposition to Appellee's Motion to Stay Pending Resolution in Florida Supreme Court (the "Motion to Stay"), which seeks to stay this appeal based on *Madl v. Wells Fargo Bank, N.A.*, 244 So. 3d 1134 (Fla. 5th DCA 2017), and in support thereof states as follows:

1. The underlying foreclosure action was dismissed following a non-jury trial for failure of Appellant to prove standing to enforce the subject Note and Mortgage.

2. At the trial, Appellee argued that the Note and Mortgage were not enforceable. [T. 5:25–6:1]. Appellee also argued that Appellant lacked standing

because the Note was never endorsed to it, and there was no evidence "to show that Deutsche Bank is the proper party to file this lawsuit." [T. 73:21–74:23].

3. Following dismissal of the action, Appellee was awarded entitlement to attorney's fees based on the application of the reciprocal fee provision of §57.105(7), Florida Statutes.

4. Appellant moved for reconsideration of the Order on entitlement, citing this Court's decision in *Nationstar Mortgage LLC v. Glass*, 219 So. 3d 896 (Fla. 4th DCA 2017), *review granted*, SC17-1387, 2018 WL 2069328 (Fla. Feb. 13, 2018), among other decisions.

5. Notwithstanding the binding precedent set forth in *Glass*, the trial court denied Appellant's Motion for Reconsideration, and the trial court issued a Final Judgment Awarding Attorney's Fees in Appellee's favor, which is the subject of this appeal.

6. On appeal, Appellee has asked this Court to stay this appeal because the decision from the Fifth District Court of Appeal in *Madl v. Wells Fargo Bank, N.A.*, 244 So. 3d 1134 (Fla. 5th DCA 2017) "has been appealed to the Florida Supreme Court as being in conflict with [*Glass*]," *see* Motion to Stay at 2, which Appellee seemingly suggests is controlling here.

7. In essence, Appellee is asking this Court to ignore and decline to follow its own well-established precedent on this issue and instead wait to see how

the Florida Supreme Court reviews a decision from the Fifth District Court of Appeal. *See, e.g., Torres v. Bank of New York for Certificate Holders CWABS, Inc. Asset Backed Certificates Series 2006-26*, __ So. 3d __, 2018 WL 4026038, (Fla. 4th DCA Aug. 22, 2018) (following *Glass*); *Lakmaitree v. 21st Mortgage Corp.*, 238 So. 3d 324, 325 (Fla. 4th DCA 2018) (same); *Nationstar Mortgage, LLC v. Martins*, 240 So. 3d 732 (Fla. 4th DCA 2018) (same); *Sabido v. Bank of New York Mellon*, 4D16–2944, 238 So. 3d 867, 2018 WL 735950 (Fla. 4th DCA Feb. 7, 2018) (same); *Christiana Tr., a Div. of Wilmington Sav. Fund Soc'y, FSB for Normandy Mortgage Loan Tr., Series 2013–18 v. Rushlow*, 231 So. 3d 558 (Fla. 4th DCA 2017) (same).

8. However, *Glass*, which was decided *en banc*, is binding on panels sitting in this Court. *Lakmaitree*, 238 So. 3d at 325 (finding "this Court's unanimous en banc decision [in *Glass*] is binding on this panel").

9. Notably, although this Court's decision in *Glass* is the subject of a petition for discretionary review before the Florida Supreme Court, this Court has continued to apply and follow *Glass* on at least three occasions since the Florida Supreme Court accepted jurisdiction to review *Glass* on February 13, 2018; and, at least one other district court has applied and followed *Glass* since that time. *See Azalea Trace, Inc. v. Matos*, 249 So. 3d 699, 702 (Fla. 1st DCA 2018).

10. Critically, until such time as this Court's decision in *Glass* is altered or overturned, it remains binding on the trial courts of this district and should be continued to be followed and applied. *See Kraay v. State*, 148 So. 3d 789, 790 (Fla. 1st DCA 2014) (finding a decision from a district court is binding on the trial courts of that district "from the date the opinion was issued," notwithstanding a pending motion for rehearing of that decision in the district court); *Rock v. State*, 800 So. 2d 298, 299 (Fla. 3d DCA 2001) (rejecting the argument that a decision of an appellate court was not controlling because of a pending motion for rehearing of that decision, and explaining that the decision "controls until it is altered or overturned").

11. Therefore, because this Court continues to follow and apply *Glass*, and *Glass* is binding on the panel considering this appeal, staying this appeal pending the resolution of a decision from another district court of appeal is wholly inappropriate, and the Motion to Stay should be denied.

12. Indeed, courts have held that stays such as the one Appellee seeks are inappropriate, as a stay would cause unnecessary delay and confusion. *Williams v. Edwards*, 604 So. 2d 930, 932 (Fla. 5th DCA 1992) ("While the trial court was concerned with the effect of multiple appeals on the ultimate trial in this case, if any, to allow trial courts to stay cases until cases which resolve pending issues are determined by the supreme court would lead to inordinate delay and confusion at

the trial court level."); *Shoemaker v. State Farm Mut. Auto. Ins. Co.*, 890 So. 2d 1195, 1197 (Fla. 5th DCA 2005) ("We conclude that the circuit court should not have granted the stay, because Shoemaker is not a party to the two other cases now on appeal. Further, the two appeals were not initiated in the same appellate court nor do they involve an identical dispositive issue. Moreover, the instant case and the two pending appellate cases do not arise out of the same accident or insurance contract. Rather than promoting the goal of judicial efficiency, the indefinite stay will cause unnecessary delay in a case that has been pending since 2002.").

13. Although the Florida Supreme Court has accepted jurisdiction to review *Madl*, the Florida Supreme Court has stayed that case pending a decision from the Florida Supreme Court in *Glass*, so there is no telling when *Madl* will be decided. *Wells Fargo Bank, N.A. v. Madl*, SC18-966, Order – Stay Proceedings FSC, (Fla. June 21, 2018) ("The proceedings in this Court in the above case are hereby stayed pending disposition of *Glass v. Nationstar Mortgage*, Case No. SC17-1387, which is pending in this Court.").

14. The uncertainty as to when the Florida Supreme Court's review of *Madl* will be completed is another compelling reason for denying the Motion to Stay. *See Shoemaker*, 890 So. 2d at 1197 ("The stay entered in this case is indefinite and dependent on matters over which Shoemaker has no control. When the pending appellate matters involving State Farm will be resolved is anyone's

guess. Consequently, the stay entered here could lead to excessive delay . . . .").

15. And as the Florida Supreme Court's Order in *Madl* expressly provides, *Madl* will not even been taken under consideration until the Florida Supreme Court completes its review of *Glass*, which itself may not be for some time. Until such time as this Court's decision in *Glass* is altered or overturned, it remains binding on courts of this district.

16. Moreover, the confusion that could result from staying this appeal is yet another compelling reason to deny the Motion to Stay. A stay here could signal to other panels of district courts in Florida that appeals considering the same or similar issues as the one in this appeal should be stayed, and it could signal to lower courts that cases with motions for attorneys' fees under consideration should be stayed, which would bring the judicial process to a screeching halt and prevent finality in cases for an indefinite amount of time.

17. For the above reasons, Appellee's Motion to Stay Pending Resolution in Florida Supreme Court should be denied.

Respectfully submitted,

McGLINCHEY STAFFORD

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished this 5th day of October, 2018 to the following:

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s/ William L. Grimsley
Attorney

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

October 08, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that appellee's September 25, 2018 motion for stay is denied.

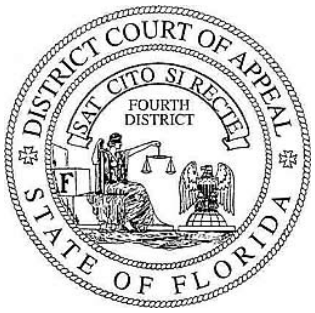
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA FOURTH DISTRICT

CASE NO: 4D18-0816
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE
Appellee(s)/Respondent(s),
_____/

RECEIVED, 10/29/2018 9:53 AM, Clerk, Fourth District Court of Appeal

APPELLEE'S MOTION FOR EXTENSION OF TIME TO FILE ANSWER BRIEF

NOTICE IS GIVEN that Appellee, TERRI P. PAGE, by and through her undersigned counsel, hereby moves this Honorable Court to extend the time to file Appellee's Answer Brief for an additional thirty days from October 29, 2018 to November 28, 2018, and as grounds state:

1. The undersigned is the primary attorney within the office and is also responsible for most of the motions and pleadings that are associated with the trials pending for the firm.
2. Additionally, the undersigned is engaged in a number of trials/hearings/appeals and other court appearances and has been unable to prepare and file Appellee's Answer Brief.
3. That the undersigned has conferred with opposing counsel and opposing counsel has no objection to a thirty day extension.

4. That the undersigned requires an extension of time of thirty (30) days from October 29, 2018 to November 28, 2018, so that she may adequately prepare and file Appellee's Answer Brief.

WHEREFORE, the undersigned moves for an extension of time from October 29, 2018 to November 28, 2018, to file Appellee's Answer Brief.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz
Florida Bar No. 56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on October 29, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

NEUSTEIN LAW GROUP, P.A.
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By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No. 56570

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

October 29, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that appellee, Terri P. Page's October 29, 2018 motion for extension of time is granted, and appellee shall serve the answer brief on or before November 28, 2018. In addition, appellee is notified that the failure to serve the brief within the time provided herein may foreclose appellee's right to file a brief or otherwise participate in this appeal.

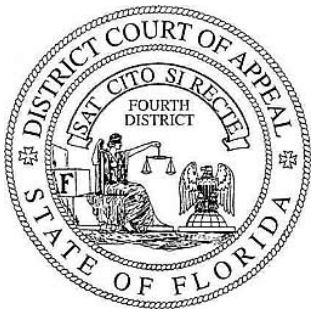
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA FOURTH DISTRICT

CASE NO: 4D18-0816
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE
Appellee(s)/Respondent(s),
_____/

RECEIVED, 11/28/2018 9:36 AM, Clerk, Fourth District Court of Appeal

APPELLEE'S MOTION FOR EXTENSION OF TIME TO FILE ANSWER BRIEF

NOTICE IS GIVEN that Appellee, TERRI P. PAGE, by and through her undersigned counsel, hereby moves this Honorable Court to extend the time to file Appellee's Answer Brief for an additional thirty (30) days from November 28, 2018 to December 28, 2018, and as grounds state:

1. The undersigned is the primary attorney within the office and is also responsible for most of the motions and pleadings that are associated with the trials pending for the firm.
2. Additionally, the undersigned is engaged in a number of trials/hearings/appeals and other court appearances and has been unable to prepare and file Appellee's Answer Brief.
3. That the undersigned has attempted to confer with opposing counsel, but has not received a response.

4. That the undersigned requires an extension of time of thirty (30) days from November 28, 2018 to December 28, 2018, so that she may adequately prepare and file Appellee's Answer Brief.

WHEREFORE, the undersigned moves for an extension of time from November 28, 2018 to December 28, 2018, to file Appellee's Answer Brief.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz
Florida Bar No. 56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on November 28, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

NEUSTEIN LAW GROUP, P.A.
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Email 1: NLGLaw@yahoo.com
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By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No. 56570

RECEIVED, 11/28/2018 3:47 PM, Clerk, Fourth District Court of Appeal

IN THE FOURTH DISTRICT COURT OF APPEAL
IN AND FOR THE STATE OF FLORIDA

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant,

CASE NO. 4D18-0816

v.

LT Case No. 09-CA-66227

TERRI P. PAGE,

Appellee,
_____/

APPELLANT'S RESPONSE TO
APPELLEE'S MOTION FOR EXTENSION

COMES NOW Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6 ("Appellant"), by and through undersigned counsel, and hereby responds to Appellee's Motion for Extension of Time to File Answer Brief, and in support thereof states as follows:

1. Appellant does not object to Appellee's request for thirty (30) additional days to file the Answer Brief.

Respectfully submitted,

McGLINCHEY STAFFORD

/s/ William L. Grimsley
William L. Grimsley, Esq.
Florida Bar No. 0084226
10407 Centurion Pkwy. N., Ste. 200
Jacksonville, FL 32256

Telephone: (904) 224-4449
Fax: (904) 212-0131
Email: wgrimsley@mcglinchey.com
lwhite@mcglinchey.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished this 28th day of November, 2018 to the following:

VIA E-MAIL
Nicole R. Moskowitz, Esq.
Neustein Law Group, P.A.
18305 Biscayne Blvd., Suite 250
Aventura, FL 33160
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nlglaw@yahoo.com
gabrielle@neusteinlaw.com

s/ William L. Grimsley
Attorney

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

November 29, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that appellee, Terri P. Page's November 28, 2018 motion for extension of time is granted in part, and appellee shall serve the answer brief within ten (10) days from the date of this order. In addition, appellee is notified that the failure to serve the brief within the time provided herein will foreclose appellee's right to file a brief or otherwise participate in this appeal, or the court in its discretion may impose other sanctions. Appellee is advised that no further extensions will be granted absent a detailed explanation for why the answer brief has not yet been filed and a showing of extraordinary circumstances where, if a further extension is not granted, irreparable and material harm will result to the litigant.

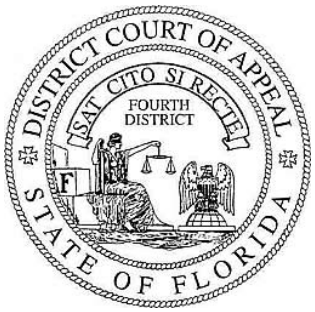
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



RECEIVED, 12/10/2018 5:36 PM, Clerk, Fourth District Court of Appeal

In the District Court of Appeal of Florida
Fourth District

CASE NO. **4D18-0816**
L.T. NO.: CACE0966227

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS

Appellant,

vs.

TERRI P. PAGE

Appellee.

ON APPEAL FROM THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

ANSWER BRIEF OF APPELLEE

Respectfully submitted,

NEUSTEIN LAW GROUP, P A.
Nicole R. Moskowitz, Esq.
18305 Biscayne Boulevard
Suite 250
Aventura, Florida 33160
T: (305) 531-2545 F: (305) 531-2365

Counsel for Appellee

TABLE OF CONTENTS

TABLE OF CITATIONS……...iii

STATEMENT OF THE CASE AND FACTS……...1

SUMMARY OF ARGUMENT.....5

STANDARD OF REVIEW……...……..…5

ARGUMENT……...6

A. Appellant failed to preserve the Record on Appeal and, therefore, the Order Granting Defendant's Entitlement to Attorney's Fees should be affirmed ……..……..…… 6

B. Plaintiff presented the endorsed Note at the time of Trial, and has filed a new lawsuit during alleging that it is the holder of the Note, therefore Attorney's Fees are proper……...7

C. Plaintiff waived its subject matter jurisdiction argument. ……11

D. This Honorable Court, and the lower court have subject matter jurisdiction over foreclosure cases……...…12

E. This Honorable Court has already determined that Defendant is entitled to Attorney's Fees…….14

F. Defendant is entitled to fees pursuant to Florida Statute Section 57.105(1)……...15

CONCLUSION…….....16

CERTIFICATE OF SERVICE……...……..…17

CERTIFICATE OF COMPLAINCE……...…….……..18

TABLE OF CITATIONS

Cases

Applegate v. Barnett Bank of Tallahassee, 377 So.2d 1150 (Fla. 1979)……..6

Bank of N.Y. Mellon Tr. Co., N.A. v. Fitzgerald, 215 So. 3d 116, 118 (Fla. 3d DCA 2017)…….8

Christiana Tr. v. Rushlow, 231 So. 3d 559 (Fla 4th DCA 2017……..……9

Doorbal v. State, 983 So. 2d 464, 492 (Fla. 2008)…….…….11

Fla. Cmty. Bank, N.A. v. Red Rd. Residential, LLC, 197 So. 3d 1112 (Fla. 3d DCA 2016)…….8

Fla. Med. Ctr. v. McCoy, 657 So. 2d 1248 (Fla. 4th DCA 1995)…….9

Garcia v. Stewart, 906 So. 2d 1117, 1122 (Fla. 4th DCA 2005)……12

HFC Collection Ctr., Inc. v. Alexander, 190 So. 3d 1114 (Fla. 5th DCA 2016)……8, 15

Lovett v. Lovett, 93 Fla. 611, 112 So. 768 (Fla. 1927)……12

Madl v. Wells Fargo Bank, N.A., 244 So. 3d 1134 (Fla. 5th DCA May 18, 2018).....5, 9, 10, 15

Mihalyi v. LaSalle Bank, N.A., 162 So. 3d 113, 114 (Fla. 4th DCA 2014)…..5,6

Nationstar Mortg. LLC v. Glass, 219 So. 3d 896 (Fla. 4th DCA 2017)……7, 8, 10

Nationstar Mortg., LLC v. Martins, 240 So. 3d 732 (Fla. 4th DCA 2018)……...9

PNC Bank, Nat'l Ass'n v. MDTR, LLC, 243 So. 3d 456, 459 (Fla. 5th DCA 2018)……9

Rodgers v. Deutsche Bank Nat'l Tr. Co., 43 Fla. L. Weekly D2208 (Fla. 4th DCA September 26, 2018)……..6

S. Seas Marine, Inc. v. Saab, 585 So. 2d 959, 960 n.1 (Fla. 4th DCA 1991)….13

Sabido v. Bank of N.Y. Mellon, 238 So. 3d 867, 868 (Fla. 4th DCA 2018)……9

Sand Lake Hills Homeowners Ass'n, Inc. v. Busch, 210 So. 3d 706, 709 (Fla. 5th DCA 2017)……..9

Watson v. Stewart Tilghman Fox & Bianchi, P.A., 195 So. 3d 1163, 1168 (Fla. 4th DCA 2016)……15

DESIGNATIONS IN BRIEF

For the purpose of this brief, the parties will be referred to as they appear below. Appellant will be referred to as Deutsche Bank and/or Plaintiff. The Appellee will be referred to as Page and/or Defendant. Reference to the Record on Appeal will be referred to as "R" followed by the applicable page number. Reference to the Trial Transcript will be referred to as "T" followed by the applicable page number. Defendant notes that there is no transcript of the hearing on Defendant's Motion for Attorney's Fees in which the lower court granted entitlement that took place on September 12, 2016. References to the Appendix will be stated as "AX" followed by the applicable number.

STATEMENT OF THE CASE AND FACTS

Plaintiff filed its initial Complaint to Foreclose Mortgage, and to Reform Mortgage (R1-32). Count I was to foreclose a mortgage on real property and Count II was to reform the legal description contained in the Mortgage claiming that the legal description in the Mortgage contained an error and set forth the correct legal description. The Note attached to the Complaint was payable to National City Mortgage, a division of National City Bank of Indiana, and was not endorsed (R28-32). On November 7, 2012, Plaintiff filed its Motion for Leave to Amend Complaint and attached the Verified Amended Complaint for Foreclosure of Mortgage, Reformation of Mortgage, and Reformation of Deed (R56-88). Count I

was for Foreclosure on real property, Count II was for reformation of the Mortgage, and Count III was for reformation of the deed conveying the property to Defendant. The Complaint alleged that both the Mortgage and the Deed contained an incorrect legal description (R59, 62). The Note attached to the Verified Amended Complaint contained three (3) endorsements which were undated (R66).

Plaintiff next filed their Second Amended Verified Complaint for Mortgage Foreclosure and other relief (R148-186). Count I was for reformation of mortgage alleging that the Mortgage contained an incorrect legal description (R149-152). Count II was to foreclose the Mortgage (R152-156). The Second Amended Complaint did not allege that the legal description on the Deed was incorrect.

The case proceeded to trial. The Note that Plaintiff had admitted into evidence, as Exhibit No. 6 (R284-290), was made payable initially to National City Mortgage, a division of National City Bank of Indiana, then endorsed to National City Mortgage Co, a subsidiary of National City Bank of Indiana; then endorsed to Residential Funding Corporation; and finally endorsed to Deutsche Bank Trust Company Americas as Trustee.

After Plaintiff rested, Defendant moved for involuntary dismissal based on multiple issues, including failure to show standing and failure to prove the correct property description for Plaintiff's reformation of mortgage count (T-66-68). In her ruling, the court noted that Plaintiff did have an endorsed Note going back to 2012,

but did not prove that it had it the time the Complaint was filed. (T-78). With respect to the reformation count, Plaintiff responded, "we did not present any evidence as to that, and I would move to strike that Count at this point." (T-72). The court did not rule on Plaintiff's motion to strike. Before Defendant rested, counsel asked the court to take judicial notice of the complaint and amended complaint, as well as Plaintiff's allegations about the wrong property description and the reformation of mortgage counts. (T-73). At the end of the trial, the court found for Defendant (T-77), stating, "They have failed to prove Count Two, and it is dismissed to Count One and Count Two finding for defendant." (T-78). Defendant also raised that Plaintiff failed to comply with conditions precedent in that the Default Letter demanded payment for one (1) month that had not yet become past due. The Court also found in favor of Defendant on that particular defense.

Plaintiff appealed the court's decision. See Case No. 4D15-0959. This Honorable Court *per curiam* affirmed the court below. This Honorable Court also granted Defendant's Motion for Appellate Attorney's Fees on July 7, 2016 in which Defendant moved for fees based on the Note and Mortgage. AX-1, AX-2. The Order granting entitlement stated, in pertinent part,

> ORDERED that the appellee's February 4, 2016 motion for attorney's fees is granted. On remand, the trial court shall set the amount of the attorney's fees to be awarded for this appellate case. If a motion for rehearing is filed in this court, then services rendered in connection

> with the filing of the motion, including, but not limited to, preparation of a responsive pleading, shall be taken into account in computing the amount of the fee[.]

See Case No. 4D15-0959, Order on Defendant's Motion for Appellate Attorney's Fees on July 7, 2016.

Defendant's Motion for Attorney's Fees in the lower court was granted at a hearing held on September 12, 2016 (R356-57).[1] Plaintiff has not filed a transcript of the hearing held on September 12, 2016. Over one year later, Plaintiff filed a Motion for Reconsideration of the Order Granting Entitlement to Attorney's Fees and Costs ("Motion for Reconsideration") on October 3, 2017 (R397-405). The court ordered Defendant to file a response to the Motion for Reconsideration (R407, 408-414). The court then denied the Motion for Reconsideration without a hearing (R415). At the hearing to determine amounts held on February 15, 2018, Plaintiff agreed to the amounts owed and a final judgment was entered in favor of Defendant in the amount of $52,294.00 (R425-426). Further, in 2017, Plaintiff filed a new lawsuit in the lower court, Case No. 17-015320, involving the same parties, in which it alleges that it is the holder of the Note, and attached an Assignment of Mortgage from 2010. (AX-3).

[1] Defendant is filing a Motion to Supplement the Record to include the Notice of Hearing for September 12, 2016 concurrently with this Brief.

Defendant notes that Plaintiff is only appealing the award of attorney's fees in the lower court, and is not appealing the award of appellate attorney's fees. See Notice of Appeal (R427-433).

SUMMARY OF ARGUMENT

Plaintiff failed to attach a transcript of the proceedings that took place on September 12, 2016 in which the lower court granted entitlement. As such, the lower court's findings should be affirmed. Second, *Madl v. Wells Fargo Bank, N.A.*, 244 So. 3d 1134 (Fla. 5th DCA May 18, 2018), is directly on point to the case at hand, where Plaintiff had an endorsed Note at the time of trial. Next, Plaintiff has never argued lack of subject matter jurisdiction and has waived that argument. Fourth, even if Plaintiff did not waive its subject matter jurisdiction argument, the lower court clearly has jurisdiction over mortgage forecloses. Further, this Honorable Court has already determined that Defendant is entitled to attorney's fees. Finally, Defendant is entitled to fees pursuant to Florida Staute 57.105(1).

STANDARD OF REVIEW

"A trial judge's ruling on a motion for attorney's fees is a matter committed to sound judicial discretion which will not be disturbed on appeal, absent a showing of clear abuse of discretion. However, where entitlement depends on the interpretation of a statute or contract the ruling is reviewed de novo." *Mihalyi v.*

LaSalle Bank, N.A., 162 So. 3d 113, 114 (Fla. 4th DCA 2014) (internal citations and quotation marks omitted).

ARGUMENT

A. APPELLANT FAILED TO PRESERVE THE RECORD ON APPEAL AND, THEREFORE, THE ORDER GRANTING DEFENDANT'S ENTITLEMENT TO ATTORNEY'S FEES SHOULD BE AFFIRMED.

"An appellant has the burden to present a record that will overcome the presumption of correctness of the trial court's findings." *Rodgers v. Deutsche Bank Nat'l Tr. Co.*, 43 Fla. L. Weekly D2208 (Fla. 4th DCA September 26, 2018) (citing *Zarate v. Deutsche Bank Nat'l Trust Co. as Trustee*, 81 So.3d 556, 557 (Fla. 3d DCA 2012). Where a record is inadequate to demonstrate reversible error, a trial court's ruling or judgment should be affirmed. *See Applegate v. Barnett Bank of Tallahassee*, 377 So.2d 1150 (Fla. 1979).

In *Zarate*, the court noted that the failure of that appellant to tender a transcript of the summary judgment proceedings resulted in this court not knowing whether the arguments made on appeal were made to the trial court or whether Zarate objected to consideration of certain issues. 81 So.3d. at 557. Further, the court pointed out that the absence of a transcript coupled with a facially valid judgment, required affirmance of the order on appeal. *Id.* at 557-58.

Here, Plaintiff has failed to attach a transcript of the hearing that took place on September 12, 2016. It was at that hearing that the lower court granted

entitlement to attorney's fees. In this appeal, the necessity of a transcript of the proceedings below is apparent. First, the order granting Defendant's motion for attorney's fees contains no facial or fundamental invalidity, nor does the Final Judgment awarding Attorney's Fees. It is unknown whether Plaintiff even argued that its lack of standing at the time the Complaint was filed was even raised at this hearing. In the absence of a transcript, this Court has no way to determine the basis for the trial court's granting of Defendant's motion and, therefore, cannot make a determination the trial court erred when granting the motion. Based on the lack of a sufficient record, this Court should affirm the order granting Defendant's entitlement to attorney's fees and the Final Judgment.

B. PLAINTIFF PRESENTED THE ENDORSED NOTE AT THE TIME OF TRIAL, AND HAS FILED A NEW LAWSUIT DURING ALLEGING THAT IT IS THE HOLDER OF THE NOTE, THEREFORE ATTORNEY'S FEES ARE PROPER.

Plaintiff's reliance on *Nationstar Mortg. LLC v. Glass*, 219 So. 3d 896 (Fla. 4th DCA 2017), and its progeny, as well as cases that were decided prior to *Glass*, but stand for the same proposition, is misplaced. None of the cases discuss the implication of a plaintiff bank having standing at the time of trial, despite failing to prove standing at the time the lawsuit was filed. In fact, none of the cases that Plaintiff relies upon even contemplates that the party opposing fees became bound by the contract at some point after the litigation began, nor do they involve parties

who filed a successive lawsuit alleging that they became parties to the contract years before the litigation over attorney's fees.

Nationstar Mortg. LLC v. Glass fails to address the distinguishing facts found in the instant case. While *Glass* states that "where the foreclosing plaintiff does not establish its right to enforce the mortgage note at the time of the filing of the suit, there is no ability to enforce the terms of the note, including the provision regarding attorneys fees," the court does not address the circumstances that are found in this case—where plaintiff established standing at some point in the middle of a lawsuit and has since filed a new lawsuit claiming to come into possession of the note and mortgage in 2010. *Id.* at 898. The *Glass* opinion is distinguishable from this case in that it makes no mention of when, or if, the plaintiff ever came into possession of the Note.

In *Fla. Cmty. Bank, N.A. v. Red Rd. Residential, LLC*, 197 So. 3d 1112 (Fla. 3d DCA 2016), it was defendant who argued that she never signed the mortgage and that her signature was fraudulent—that is not the case here. In *HFC Collection Ctr., Inc. v. Alexander*, 190 So. 3d 1114 (Fla. 5th DCA 2016), there was a finding that the bank "***never*** became a party to the contract." *Id*. at 1117 (emphasis added). In the instant case, the lower court noted that Plaintiff did come into possession of the endorsed Note in 2012.

In *Bank of N.Y. Mellon Tr. Co., N.A. v. Fitzgerald*, the trial court made a finding that "[t]here was ***never*** any actual delivery of the note to the [Bank] and no evidence of intent to deliver the note to the [Bank]." 215 So. 3d 116, 118 (Fla. 3d DCA 2017) (emphasis added). *Sand Lake Hills Homeowners Ass'n, Inc. v. Busch*, 210 So. 3d 706, 709 (Fla. 5th DCA 2017), also involved a "stranger to the contract."

In *Christiana Tr. v. Rushlow*, the trial court found that plaintiff had a "lack of standing, ***both at the initiation of suit and at trial***." 231 So. 3d 559 (Fla 4th DCA 2017). At the trial in the instant case, the lower court noted that the endorsed Note appeared in 2012, and even weakened Defendant's case. Moreover, Plaintiff has since filed a new lawsuit purporting to have been assigned the Mortgage in 2010.

Fla. Med. Ctr. v. McCoy, 657 So. 2d 1248 (Fla. 4th DCA 1995) and *PNC Bank, Nat'l Ass'n v. MDTR, LLC*, 243 So. 3d 456, 459 (Fla. 5th DCA 2018) similarly involved parties who never became responsible for fees under the contract, and were not a party to the contract, respectively. In *Sabido v. Bank of N.Y. Mellon*, this Court found that "Bank of New York Mellon was not a signatory to the note or the mortgage, and failed to establish its entitlement to enforce either against the borrowers." 238 So. 3d 867, 868 (Fla. 4th DCA 2018). Finally, *Nationstar Mortg., LLC v. Martins*, 240 So. 3d 732 (Fla. 4th DCA 2018), did not

mention of standing at the time of trial.

The case *Madl v. Wells Fargo Bank, N.A.*, 244 So. 3d 1134 (Fla. 5th DCA May 18, 2018), is exactly on point to the case at hand. In *Madl*, the Fifth District Court of Appeal found that the plaintiff bank "lacked standing when it filed suit. However, it did appear to have standing by the time of trial as a result of Deutsche Bank's unexplained delivery of the allegedly original note" which "bore an indorsement in blank, the timing of which was not explained. The Fifth District further found that the plaintiff bank had failed to prove compliance with a condition precedent. *Id*. at 1138. Because a contractual relationship was proved at the time of trial, based upon the indorsed note, the Fifth District found that the defendant was entitled to attorney's fees, notwithstanding the lack of standing at the time the complaint was filed. The Fifth District Court of Appeal differentiated *Nationstar Mortg. LLC v. Glass* as follows:

> The *Glass* opinion does not disclose whether there was or was not any contractual relationship between those parties or whether the plaintiff had standing at the time of trial; thus, we have no basis to agree or disagree with the outcome.

Madl, 244 So. 3d at 1139.

Here, the lower court made a specific finding that the indorsed Note appeared in the record in 2012, nearly three years before the trial, and the indorsed Note was admitted at trial. In making her ruling, the lower court noted that the endorsements appeared on the note after the lawsuit was filed. She went on to state

that this even weakened Defendant's standing argument, stating, "Well, that doesn't invalidate the argument, it doesn't make it as strong." (T-78:17-18). This lawsuit was dismissed because Plaintiff could not prove it had standing only when it initially filed the lawsuit. While lack of standing at the inception of the lawsuit requires dismissal, the court acknowledged that in 2012, the Note was endorsed.

Further, Plaintiff's Complaint in the 2017 lawsuit has an Assignment of Mortgage from January 27, 2010 attached. From Plaintiff's own allegations and pleadings, it became a party to the contract in 2010, the earliest, or 2012, the latest. With the new lawsuit, Plaintiff is coming before the lower court and representing (again) that it is entitled to enforce the Note and Mortgage, and has been entitled to do so since January 27, 2010 based on the Assignment of Mortgage. Therefore, Plaintiff cannot now take the position that it is not bound by the terms of Mortgage that allow for attorney's fees. Accordingly, Defendant is entitled to attorney's fees.

C. PLAINTIFF WAIVED ITS SUBJECT MATTER JURISDICTION ARGUMENT.

For the first time throughout these proceedings, Plaintiff raises the issue of lack of subject matter jurisdiction. This argument was never preserved in the court below. The argument was not mentioned in Plaintiff's Motion for Reconsideration, nor was it mentioned at any other hearing. It is axiomatic that a party must preserve an argument for appeal by raising it in the lower court. *Doorbal v. State*,

983 So. 2d 464, 492 (Fla. 2008) ("For an issue to be preserved for appeal, it must be presented to the lower court, and the specific legal argument or ground to be argued on appeal must be part of that presentation."). Rather, Plaintiff's sole argument in the lower court in its Motion for Reconsideration was that Defendant was not entitled to attorney's fees because she had argued that Plaintiff lacked standing at the time the Complaint was filed. It is unknown whether Plaintiff even made its argument regarding standing at the hearing held on September 12, 2016. Therefore, this Honorable Court should disregard Plaintiff's argument regarding subject matter jurisdiction.

D. THIS HONORABLE COURT, AND THE LOWER COURT HAVE SUBJECT MATTER JURISDICTION OVER FORECLOSURE CASES.

Plaintiff appears to take the position that the lower court did not have subject matter jurisdiction because Plaintiff did not have standing when it filed the lawsuit. Essentially, Plaintiff is therefore admitting that it filed a frivolous lawsuit. Filing a frivolous action does not deprive a court of jurisdiction. This Honorable Court has determined that "there are two aspects to a Court's subject matter jurisdiction." The first concept "concerns the power of the trial court to deal with the class of cases, to which a particular case belongs." *Garcia v. Stewart*, 906 So. 2d 1117, 1122 (Fla. 4th DCA 2005). "The second aspect requires that a court's jurisdiction be lawfully invoked by the filing of a proper pleading." *Id.*

To reach the foregoing determination, this Honorable Court relied upon *Lovett v. Lovett*, 93 Fla. 611, 112 So. 768 (Fla. 1927). This is the same case relied upon by Plaintiff, who clearly has tried to bend and twist the opinion to fit the skewed sense of what determines jurisdiction by this Honorable Court and the lower court.

The jurisdiction of a court is invoked by the filing of the proper class of lawsuit. *S. Seas Marine, Inc. v. Saab*, 585 So. 2d 959, 960 n.1 (Fla. 4th DCA 1991) ("Jurisdiction over the subject matter does not mean jurisdiction of a particular case, but rather jurisdiction of the class of cases to which the particular controversy belongs."). Plaintiff, who had filed the proper class of lawsuit—a foreclosure—has subjected itself to the jurisdiction of the court. Plaintiff, who filed a frivolous lawsuit, because it lacked standing, cannot then later come before the court and say "Hey, I filed this frivolous lawsuit but now you have no jurisdiction over me."

What Plaintiff is actually saying is that it decided to pursue a baseless lawsuit. Florida Statute 57.105(1) clearly provides for attorneys' fees in cases like the one before this Honorable Court. Clearly, Florida Statute 57.105(1) gives this Honorable Court jurisdiction to award attorneys' fees.

Plaintiff has subjected itself to the jurisdiction of this Honorable Court, and the lower court, when it filed its frivolous action (because of lack of standing or

otherwise) and should not be able to now say the lower court had no jurisdiction to determine a mortgage foreclosure suit or the determination of attorney's fees. Plaintiff is apparently acknowledging that it filed and pursued a baseless lawsuit because it lacked standing. The filing of a foreclosure suit is the type of class of cases over which the court clearly has jurisdiction.

E. THIS HONORABLE COURT HAS ALREADY DETERMINED THAT DEFENDANT IS ENTITLED TO ATTORNEY'S FEES.

Plaintiff appealed the lower court's ruling, and the decision was *Per Curiam* Affirmed. Defendant filed a motion requesting appellate attorney's fees based on the Note and Mortgage. Plaintiff did not file any objection to Defendant's Motion for Attorney's Fees. In fact, Plaintiff is not appealing this Honorable Court's order granting entitlement to appellate attorney's fees. See Notice of Appeal at R427-433. Rather, Plaintiff is only appealing the orders granting entitlement for the fees incurred in the court below. This Court awarded Defendant attorney's fees for the appeal. Plaintiff did not move for reconsideration of that order or at any time dispute owing appellate attorney's fees. Plaintiff appears to be taking an inconsistent position with respect to the award of fees in the lower court versus the appellate court.

Defendant filed essentially the same Motion for Attorney's Fees in both this Honorable Court and the lower court. Both Motions state that Defendant is entitled

to fees because the Note and Mortgage provide for them. Though this Court did not issue an opinion explaining why entitlement was proper, there is no reason that this Court should now come to a contrary conclusion. Here, this Honorable Court has determined the Defendant is entitled to fees, this Court and the lower court, should be bound by that determination.

F. DEFENDANT IS ENTITLED TO FEES PURSUANT TO FLORIDA STATUTE SECTION 57.105(1).

HFC Collection Ctr., Inc. v. Alexander states that "an award of attorney's fees, should the trial court choose to act on its own initiative, may be appropriate pursuant to section 57,105(1), even if [the party] has not complied with the safe harbor provision," because the court can award attorney's fees on its own initiative pursuant to 57.105(1). Alexander, 190 So. 3d at 1119. Indeed, Defendant could still be entitled to fees, even if this Court does not follow Madl. This Honorable Court has determined that courts can award attorney's fees as sanctions even if a party does not comply with the safe harbor provision. Watson v. Stewart Tilghman Fox & Bianchi, P.A., 195 So. 3d 1163, 1168 (Fla. 4th DCA 2016). Clearly, where the Plaintiff litigated a case for eight years without having had the authority to file it files an appeal and loses, and then files a successive lawsuit based upon the same documents, the Court can use its discretion to award attorney's fees. Further, as discussed earlier, Plaintiff has essentially admitted to filing a frivolous lawsuit.

CONCLUSION

For the reasons discussed herein, the decision below should be affirmed. First, Plaintiff has failed to preserve the record for appeal. Second, Plaintiff had an endorsed Note at trial and has since filed a new lawsuit alleging that it is the holder of the Note. Third, Plaintiff waived its argument that the lower court lacked subject matter jurisdiction to award attorney's fees and even if it did not waive the argument, Plaintiff simply misconstrued the meaning of subject matter jurisdiction. This Honorable Court has already determined that Defendant is entitled to attorney's fees pursuant to the Note and Mortgage. Finally, Defendant is entitled to fees as a sanction for filing a frivolous lawsuit. Therefore, the orders granting entitlement and the Final Judgement should be affirmed.

Defendant notes that Plaintiff is only appealing entitlement to attorney's fees incurred in the lower court, not appellate attorney's fees. Finally, if this Court finds that Defendant is not entitled to attorney's fees in the lower court, Defendant is still entitled to appellate attorney's fees granted in Plaintiff's first appeal, as well as costs for the expert witness.

.

Respectfully submitted,

NEUSTEIN LAW GROUP, P. A.
Counsel for Appellee
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Email 1:NLGLaw@yahoo.com
Email 2:Gabrielle@neusteinlaw.com

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz
Fla. Bar No.: 56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on December 10, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

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E-mail 2: Gabrielle@neusteinlaw.com

By: /s/ Nicole Moskowitz
Nicole Moskowitz, Esq.
Fla. Bar #56570

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that this Motion is in compliance with the font requirements of Florida Rules of Appellate Procedure 9.210(a)(2).

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Florida Bar No.:56570

RECEIVED, 12/10/2018 5:38 PM, Clerk, Fourth District Court of Appeal

In the District Court of Appeal of Florida
Fourth District

CASE NO. **4D18-0816**
L.T. NO.: CACE0966227

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS

Appellant,

vs.

TERRI P. PAGE

Appellee.

ON APPEAL FROM THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

ANSWER BRIEF OF APPELLEE

INDEX

Appellee's Motion for Award of Attorney's Fees and to Tax Costs on Appeal).....AX-1

Appellee's Motion for Award of Attorney's Fees AX-2

Verified Complaint to Foreclose Mortgage (Case No: CACE17015320).....AX-3

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on December 10, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

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Email 2: Gabrielle@neusteinlaw.com

By:/s/ Nicole Moskowitz
Nicole Moskowitz, Esq.
Fla. Bar No. 56570

AX-1

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

CASE NO: 4D15-0959
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY, etc.

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE

Appellee(s)/Respondent(s),

_____/

APPELLEE'S MOTION FOR AWARD OF ATTORNEY'S FEES AND TO TAX COSTS ON APPEAL

Pursuant to Rule 9.400(b), Florida Rules of Appellate Procedure, Appellee, TERRI P. PAGE, respectfully moves this Court for an award of attorney's fees on appeal and as grounds state that:

1. This motion is being filed concurrently with Appellee's Answer Brief.
2. That the note and mortgage sued upon, in the lower tribunal foreclosure proceedings, provide for an award of attorney's fees and costs.
3. Should Appellee be the prevailing party in this appeal, she is entitled to an award/payment by Appellant of their attorney's fees and costs incurred on appeal.

WHEREFORE, Appellee moves this Honorable Court to enter an Order awarding attorney's fees and costs on appeal against Appellant, with the amount of

such fees to be determined and assessed by the lower court in accordance with Rule 9.400(b), Florida Rules of Appellate Procedure.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Florida Bar No.:56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been served on February 4, 2016 to: Mark Morales, Esq., Florida Foreclosure Attorneys, PLLC, 4855 Technology Way, Suite 630, Boca Raton, FL 33431; E-Mail: emailservice@ffapllc.com; mmorales@ffapllc.com.

NEUSTEIN LAW GROUP, P. A.
18305 Biscayne Boulevard, Suite 250
Aventura, FL 33160
T: (305) 531-2545 F: (305) 531-2365
E-mail 1: NLGLaw@yahoo.com
E-mail 2: Marissa@neusteinlaw.com

By: /s/ Nicole Moskowitz
Nicole Moskowitz, Esq., Fla. Bar #56570

AX-2

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

July 07, 2016

CASE NO.: 4D15-0959
L.T. No.: CACE 09-66227

DEUTSCHE BANK TRUST COMPANY, etc. v. TERRI P. PAGE, et al.

Appellant / Petitioner(s) Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellee's February 4, 2016 motion for attorney's fees is granted. On remand, the trial court shall set the amount of the attorney's fees to be awarded for this appellate case. If a motion for rehearing is filed in this court, then services rendered in connection with the filing of the motion, including, but not limited to, preparation of a responsive pleading, shall be taken into account in computing the amount of the fee; further,

ORDERED that the motion for costs filed by Nicole Moskowitz is denied without prejudice to seek costs in the trial court.

Served:

cc: Charles Louis Neustein
William L. Noriega
Clerk Broward
Nicole Moskowitz
Stephen Stratley
William C. Slabaugh
Irvin Wayne Nachman
Mark Morales

lc

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal

AX-3

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

DEUTSCHE BANK TRUST COMPANY AMERICA'S, AS TRUSTEE FOR RESIDENTIAL ACCREDIT LOANS, INC MORTGAGE ASSET-BACKED PASS THROUGH CERTIFICATES SERIES 2006-QS6,
Plaintiff,
vs.

CASE NO.:

DIVISION:

MARCOS BENCID; TERRI PAGE; LUISA BELILTY BENZAQUEN; THE COURTYARDS OF GRAND PALMS ASSOCIATION, INC.; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; UNKNOWN PARTY #1, UNKNOWN PARTY #2, UNKNOWN PARTY #3, and UNKNOWN PARTY #4 THE NAMES BEING FICTITIOUS TO ACCOUNT FOR PARTIES IN POSSESSION,
Defendant(s).
_____/

VERIFIED MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, Deutsche Bank Trust Company America's, as Trustee for Residential Accredit Loans, Inc Mortgage Asset-Backed Pass Through Certificates Series 2006-QS6, sues Defendants, Marcos Bencid; Terri Page; Luisa Belilty Benzaquen; The Courtyards of Grand Palms Association, Inc.; Any and All Unknown Parties Claiming By, Through, Under, and Against the Herein Named Individual Defendant(s) Who Are Not Known to be Dead or Alive, Whether Said Unknown Parties May Claim an Interest as Spouses, Heirs, Devisees, Grantees, or Other Claimants; Unknown Party #1, Unknown Party #2, Unknown Party #3 and Unknown Party #4, the names being fictitious to account for parties in possession, and alleges:

COUNT I - MORTGAGE FORECLOSURE

1. This is an in rem action to foreclose a mortgage on real property (hereinafter 'Property') located and situated in Broward County, Florida.

2. On March 27, 2006, there was executed and delivered a Promissory Note ("Note") and a Mortgage securing the payment of the Note. The Mortgage was recorded on April 12, 2006, in Official Records Book 41807 at Page 302 of the Public Records of Broward County, Florida, (All subsequent recording references are to the public records of Broward County, Florida) and mortgaged the real and personal property ("Property") described therein, then owned by and in possession of the Mortgagor(s). Copies of the original Mortgage Note and Mortgage are attached hereto and incorporated herein as an Exhibit.

3. Plaintiff is in physical possession of the Note endorsed to Plaintiff which is the subject of this action and therefore, is the holder of that Note.

4. The Property is now owned of record by Defendant(s), Terri Page.

5. The Note and Mortgage are in default. The required installment payment of November 1, 2012, was not paid, and no subsequent payments have been made. The Mortgage is contractually due for the November 1, 2012 payment. The last payment received was applied to the October 1, 2012 installment, and no subsequent payments have been applied to the loan.

*** FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 8/11/2017 3:57:33 PM.****

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

7. Plaintiff must be paid $307,935.31 in principal on the Note and Mortgage, together with interest from October 1, 2012, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.

8. All conditions precedent to the acceleration of the Note and foreclosure of the Mortgage have been performed or have occurred.

9. Plaintiff has retained the law firm of Albertelli Law in this action and is obligated to pay it a reasonable fee for its services in bringing this action as well as all costs of collection. Plaintiff shall be entitled to an award of any fees and costs incurred in this action based on the terms of the instruments upon which this action is based.

10. The interests of each Defendant are subject, subordinate, and inferior to the right, title, interest, and lien of Plaintiff's Mortgage, unless as otherwise provided for by law.

11. Marcos Bencid may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of defects in that certain Warranty Deed recorded in Official Records Book 38782 at Page 1114 relating to a defective legal description, which defect renders the deed ineffective to convey the property. A reformation count has been included in our foreclosure action to correct said defect, or may otherwise claim an interest in the Property.

12. Terri Page may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Warranty Deed recorded in Official Records Book 38782, Page 1114; re-recorded in Official Records Book 39158, Page 350, or may otherwise claim an interest in the Property.

13. Luisa Belilty Benzaquen may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of defects in that certain Warranty Deed recorded in Official Records Book 38782 at Page 1114 relating to a defective legal description, which defect renders the deed ineffective to convey the property. A reformation count has been included in our foreclosure action to correct said defect, or may otherwise claim an interest in the Property.

14. The Courtyards of Grand Palms Association, Inc. may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of any lien filed pursuant to the Declaration of Covenants and Restrictions and any amendments thereto, or may otherwise claim an interest in the Property.

15. Unknown Party #1, Unknown Party #2, Unknown Party #3 and Unknown Party #4, the names being fictitious to account for parties in possession who may claim some interest in the Property that is the subject of this foreclosure action by virtue of an unrecorded lease or purchase option, by virtue of possession, homestead rights not readily apparent from a review of the public records or may otherwise claim an interest in the Property. The names of these Defendants are currently unknown to the Plaintiff. However, any such claim or demand is inferior to the lien of the Mortgage.

WHEREFORE, Plaintiff requests that the Court ascertain the amount due Plaintiff for principal and interest on the Note and Mortgage and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Note and Mortgage are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy Plaintiff's mortgage lien in accordance with the provisions of Section 45.031, Florida Statutes (1999); that the rights, title and

interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Section 697.07, Florida Statutes (1995); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

COUNT II – REFORMATION OF WARRANTY DEED

16. This is an action to reform a WARRANTY DEED that has been recorded in the Public Records of Broward, Florida. This is an equitable action with no adequate remedy at law.

17. At all times material to this cause, Defendant owned real property (hereinafter 'Property') in Broward, Florida, more particularly described as follows:

BUILDING NUMBER 20, UNIT 1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A" OF HOLLYWOOD LAKES COUNTY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 139, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.
(UNIT 1)
A PORTION OF PARCEL 'A' OF "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 903.27 FEET; THENCE NORTH 07 DEGREES 07 MINUTES 13 SECONDS WEST 108.43 FEET; THENCE NORTH 82 DEGREES 52 MINUTES 47 SECONDS EAST 271.87 FEET TO A POINT ON A 698.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 22 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 00 SECONDS AN ARC DISTANCE OF 152.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 41 MINUTES 17 SECONDS ON AN ARC DISTANCE OF 32.75 FEET TO A POINT OF NON-TANGENCY; THENCE RADIAL FROM THE LAST DESCRIBED CURVE SOUTH 06 DEGREES 56 MINUTES 15 SECONDS WEST 96.98 FEET; THENCE NORTH 87 DEGREES 48 MINUTES 37 SECONDS WEST 43.68 FEET; THENCE SOUTH 83 DEGREES 42 MINUTES 37 SECONDS WEST 3.03 FEET; THENCE NORTH 12 DEGREES 45 MINUTES 08 SECONDS EAST 59.43 FEET; THENCE SOUTH 77 DEGREES 14 MINUTES 52 SECONDS EAST 3.33 FEET; THENCE NORTH 12 DEGREES 45 MINUTES 08 SECONDS EAST 43.49 FEET TO THE POINT OF BEGINNING.
BASIS OF BEARING IS NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST.
SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 3941 SQUARE FEET (0.090 ACRES) MORE OR LESS.

This is evidenced by a true and correct copy of the SPECIAL WARRANTY DEED as shown recorded in Official Records Book 27488 at Page 6, attached hereto as an exhibit.

18. On November 4, 2004, Marcos Bencid and Luisa Belilty Benzaquen, executed and delivered to Terri Page, a WARRANTY DEED that was recorded in Official Records Book 39158, Page 350, of the Public Records of Broward, Florida.

19. Inadvertently, and contrary to the clear intentions of the parties to the WARRANTY DEED, a scrivener's error resulted from mutual mistake. Consequently, the legal description contained the following underlined and highlighted error:

BUILDING NUMBER 20, UNIT 1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A" OF HOLLYWOOD LAKES COUNTY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 139, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.

20. Based on these errors, the document may not accurately reflect the intentions of the parties to the WARRANTY DEED.

21. Equity requires that this Court reform the legal description to conform with the legal description set forth in paragraph seventeen (17) above.

22. The reformation sought will not prejudice any parties to this action.

WHEREFORE, Plaintiff requests that the Court reform the legal description in the WARRANTY DEED to correct the scrivener's error and to reflect the true intentions of the parties.

FLA. R. CIV. P. 1.115(e) VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

This the 31 day of July, 2017.

By: PNC Bank, N.A
Signature: Sharon Lynch
Printed Name: Sharon Lynch
Title: Authorized Signer

PNC Bank, National Association as attorney in fact for Deutsche Bank Trust Company America's, as Trustee for Residential Accredit Loans, Inc. Mortgage Asset-Backed Pass Through Certificates Series 2006-QS6

Plaintiff, by and through the undersigned attorney, prays this honorable Court grant the above requested relief and such other relief deemed appropriate and just.

Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743
(813) 221-9171 facsimile
eService: servealaw@albertellilaw.com

By: _____
Brittany Gramsky, Esq.
Florida Bar #95589

17-015140 -cr

NOTE

March 27, 2006 [Date] | HOLLYWOOD [City] | FL [State]

15842 SW 10 ST., PEMBROKE PINES, Florida 33027 [Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 308,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is National City Mortgage a division of National City Bank of Indiana

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 6.875 %.

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 May 1st 2006 . 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 April 1 2036 , 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. $ 2,023.35 .

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.

OFFICIAL PUBLIC

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

TERRI PAGE (Seal) -Borrower

262989014

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

PAY TO THE ORDER OF
NATIONAL CITY MORTGAGE CO
A SUBSIDIARY OF NATIONAL CITY BANK OF INDIANA
WITHOUT RECOURSE
NATIONAL CITY MORTGAGE a division of
NATIONAL CITY BANK OF INDIANA
Hilda Callizo-Grau
HILDA CALLIZO-GRAU
DOCUMENT CONTROL SPECIALIST

PAY TO THE ORDER OF _____ (Seal) -Borrower

RESIDENTIAL FUNDING CORPORATION
WITHOUT RECOURSE
NATIONAL CITY MORTGAGE CO
A SUBSIDIARY OF NATIONAL CITY BANK
OF INDIANA [Sign Original Only]

Hilda Callizo-Grau
HILDA CALLIZO-GRAU
DOCUMENT CONTROL SPECIALIST

-5N(FL) (0005)

Page 3 of 3

Form 3210 1/01

PAY TO THE ORDER OF
Deutsche Bank Trust Company Americas as Trustee
WITHOUT RECOURSE
Residential Funding Corporation
BY Judy Faber
Judy Faber, Vice President

INTEREST ONLY PAYMENT PERIOD NOTE ADDENDUM
(Fixed Rate Loans)

THIS ADDENDUM TO NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.

(Not to be Used for Texas Homestead Loans Unless Proceeds Used Only for Purchase Money or Refinance of Purchase Money)

This Interest Only Payment Period Note Addendum is made this 27th day of March 2006 and is incorporated into and shall be deemed to amend and supplement the Note of the same date (the "Note") given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to National City Mortgage a division of National City Bank of Indiana.

(the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date and covering the property described in the Security Instrument and located at: 15842 SW 10 ST., PEMBROKE PINES, Florida, 33027.

ADDITIONAL COVENANTS: Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower further covenants and agrees as follows:

1. The Note is modified to provide for 120 payments of interest only ("Interest Only Payment Period") at the interest rate stated in Section 2 of the Note. Sections 3, 4 and 6 of the Note are restated as follows:

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest during the Interest Only Payment Period, and principal and interest thereafter, by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 2006, 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, if the payment includes both principal and interest, it will be applied to interest before principal. If, on April 1st 2036 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

The first 120 monthly payments will be in the amount of U.S.$ 1,764.58 ("Interest Only Payments") and thereafter will be in the amount of U.S.$ 2,364.87. The Note Holder will notify me prior to the date of the change in monthly payment amount.

No payments of principal are due during the Interest Only Payment Period. The Interest Only Payments will not reduce the principal amount of this Note.

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 unless the Note Holder agrees in writing to those changes.

If I make a partial Prepayment during the Interest Only Payment Period, the amount of the monthly payment will decrease for the remainder of the Interest Only Payment Period as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the time that my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of my 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 interest, during the Interest Only Payment Period, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

II. All other provisions of the Note are unchanged by this Interest Only Payment Period Note Addendum and remain in full force and effect.

By signing below, Borrower accepts and agrees to the terms and conditions contained in the Interest Only Payment Period Note Addendum.

_____ (Seal)
Borrower
TERRI PAGE

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

I understand that if I only make Interest Only Payments during the Interest Only Payment Period, at the end of the Interest Only Payment Period the principal balance will not be reduced.

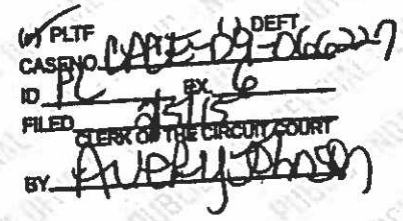
_____ (Seal)
Borrower
TERRI PAGE

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

Addendum to Fixed Rate Note Interest Only Payments
IOPFNA2 (Rev. 02/2005)


(x) PLTF ( ) DEFT
CASE NO. CACE-09-06627
ID PL EX. 6
FILED
CLERK OF THE CIRCUIT COURT
BY

CFN # 105967993, OR BK 41807 Page 302, Page 1 of 20, Recorded 04/12/2006 at 04:49 PM, Broward County Commission, Doc M: $1078.00 Int. Tax $616.00 Deputy Clerk 2130

Return To:
National City Bank of Indiana

P.O. Box 8880
Dayton, OH 45401-8880

This document was prepared by:
TAKESHA JACKSON
National City Bank of Indiana

P.O. Box 8880
Dayton, OH 45401-8880

RECORD AND RETURN TO: (Space Above This Line For Recording Data) [redacted]
MICHELLE LAWHORN
Countyline Title Group
8050 Hollywood Blvd • Suite 110
Hollywood, FL 33024

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 March 27, 2006 together with all Riders to this document.
(B) "Borrower" is

TERRI PAGE A Single Woman

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is National City Mortgage a division of National City Bank of Indiana
Lender is a National Banking Association organized and existing under the laws of United States

[redacted]

Order: QuickView_Property
Doc: FLBROW:41807-00302~12011

Requested By: mikeb, Printed: 6/21/2017 11:04 AM

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 March 27, 2006
The Note states that Borrower owes Lender
THREE HUNDRED EIGHT THOUSAND & 00/100 Dollars
(U.S. $ 308,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2036
(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	☒ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment 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]:

SEE ATTACHED SCHEDULE -A- LEGAL DESC.

Parcel ID Number:
15942 SW 10 ST.,
PEMBROKE PINES [City], Florida 33027 [Zip Code]
("Property Address"): which currently has the address of [Street]

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."

LEGAL DESCRIPTION

Building No. 20, Unit No. 1, of PARCEL 12, of GRAND PALMS, being a portion of Parcel "A", of HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, a subdivision according to the Plat or map thereof, recorded in Plat Book 139, Page 29, of the Public Records of BROWARD County, Florida, as more particularly described on Exhibit "A" hereto.

Description: Unit 1:

A portion of Parcel "A", of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT", a subdivision according to the plat or map thereof, recorded in Plat Book 139, Page 29, of the Public Records of BROWARD County, Florida, said portion being more particularly described as follows:

Commence at the Southwest corner of Section 16, Township 51 South, Range 40 East;

thence along the South line of said Section 16, North 89 degrees, 29 minutes, 14 seconds East, 903.27 feet;

thence North 07 degrees, 07 minutes, 13 seconds West, 108.43 feet;

thence North 82 degrees, 32 minutes, 47 seconds East 271.87 feet to a Point on a 698.00 feet radius non-tangent curve concave to the North, whose radius point bears North 22 degrees, 08 minutes, 32 seconds East;

thence Easterly along said curve through a central angle at 12 degrees, 31 minutes, 00 seconds an arc distance of 152.43 feet to a Point of Beginning;

thence continue Easterly along said curve through a central angle of 02 degrees, 41 minutes, 17 seconds an arc distance of 32.75 feet to the Point of Non-tangency;

thence radial from the last described curve South 05 degrees, 56 minutes, 15 seconds West, 96.98 feet;

thence North 87 degrees, 48 minutes, 37 seconds West, 43.68 feet;

thence South 83 degrees, 42 minutes, 37 seconds West, 3.03 feet;

thence North 12 degrees, 45 minutes, 08 seconds East, 59.43 feet;

thence South 77 degrees, 14 minutes, 52 seconds East, 3.33 feet;

thence North 12 degrees, 45 minutes, 08 seconds East, 43.49 feet to the Point of Beginning.

Basis of bearing is North 89 degrees, 29 minutes, 14 seconds East, along the South line of Section 16, Township 51 South, Range 40 East.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 3941 square feet (0.090 acres) more or less.

BORROWER COVENANTS that Borrower is lawfully seised 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 payment, 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

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

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

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.

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

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:

BEATRICE HILTON

TERRI PACE (Seal) -Borrower

MICHELLE LAWHORN

(Address)

(Seal) -Borrower

(Address)

(Seal) -Borrower

(Address)

(Seal) -Borrower

(Address)

(Seal) -Borrower

(Address)

(Seal) -Borrower

(Address)

(Seal) -Borrower

(Address)

-6(FL) (0005).01 Page 15 of 16 Form 3010 1/01

STATE OF FLORIDA, County of: Broward

The foregoing instrument was acknowledged before me this 27th day of March 2006 by TERRI PAGE

who is personally known to me or who has produced Photo Id as identification.

Michelle R. Lawhorn

Notary Public

MICHELLE L. LAWHORN
MY COMMISSION # DD 302114
EXPIRES: July 13, 2009

-6(FL) (0003).01 Page 16 of 16 Initials: Form 3010 1/01

[redacted]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 27th day of March 2006, 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 a division of
National City Bank of Indiana

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

15842 SW 10 ST., PEMBROKE PINES, Florida 33027

[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 HOLLYWOOD LAKES COUNTRY CLUB & RESORT

[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.

[redacted]

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.

Initials:

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

_____ (Seal) -Borrower	TERRI PAGE (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

CFN # 109197753, OR BK 46929 Page 1672, Page 1 of 2, Recorded 03/10/2010 at 11:37 AM, Broward County Commission, Deputy Clerk 3400

Prepared by: DAVID J. STERN, ESQ
Record &Return to: 900 South Pine Island
Road #600
Plantation, FL 33324-3920
[redacted]

This space is for recording purposes only

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITYBANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA

Residingor locatedat C/ONATIONALCITY BANK, 3232 NEWMARKDRIVE, MIAMISBURG, OH 45342 herein designated as the assignor, for and in considerationof the sumof $1.00 Dollar and other good and valuable consideration, the receiptof whichis herebyacknowledged,doesherebygrant,bargain,sell,assign, transfer and setoverunto DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-Q56 residingor located at: C/ONATIONAL CITY BANK, 3232 NEWMARKDRIVE, MIAMISBURG, OH 45342 herein designated as the assigneethe mortgagerexecutedby TERRI PAGE, A SINGLE WOMAN recordedin BROWARD County,Floridaat book41807 andpage302 encumbering the property more particularly described as follows:

BUILDING NO. 28, UNIT NO.1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A", OF HOLLYWOODLAKES COUNTRY CLUB AND RESORT, A SUBDIVISIONACCORDINGTO THE PLAT OR MAP THEREOF, RECORDEDIN PLAT BOOK 139, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" HERETO.

DESCRIPTION: UNIT 1:

A PORTION OF PARCEL "A", OF "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT", A SUBDIVISION ACCORDINGTO THE PLAT OR MAP THEREOF, RECORDED IN PLAT BOOK 139, PAGE 29, OF THE PUBLIC RECORDSOF BROWARD COUNTY, FLORIDA, SAIDPORTION BEINGMOREPARTICULARLY DESCRIBEDAS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89 DEGREES, 29 MINUTES, 16 SECONDS EAST, 903.27 FEET;

THENCE NORTH 07 DEGREES, 07 MINUTES, 13 SECONDS WEST, 106.43 FEET;

THENCE NORTH 82 DEGREES, 52 MINUTES, 47 SECONDSEAST 271.87 FEET TO A POINT ON A 698.00 FEET RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH, WHOSE RADIUS POINT BEARS NORTH 22 DEGREES, 08 MINUTES, 32 SECONDS EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES, 31 MINUTES, 00 SECONDS AN ARC DISTANCE OF 152.48 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES, 41 MINUTES, 17 SECONDS AN ARC DISTANCE OF 32.73 FEET TO A POINT OF NON-TANGENCY;

THENCE RADIAL FROM THE LAST DESCRIBED CURVE SOUTH 06 DEGREES, 56 MINUTES, 13 SECONDS WEST, 96.98 FEET;

THENCE NORTH 87 DEGREES, 48 MINUTES, 37 SECONDS WEST, 43.68 FEET;
THENCE SOUTH 85 DEGREES, 42 MINUTES, 37 SECONDS WEST, 3.03 FEET;
THENCE NORTH 12 DEGREES, 45 MINUTES, 08 SECONDS EAST, 39.43 FEET;
THENCE SOUTH 77 DEGREES, 14 MINUTES, 52 SECONDS EAST, 3.33 FEET;
THENCE NORTH 12 DEGREES, 45 MINUTES, 08 SECONDS EAST, 43.49 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 89 DEGREES, 29 MINUTES, 16 SECONDSEAST, ALONG THE SOUTH LINE OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 9941 SQUARE FEET (0.090 ACRES) MORE OR LESS.

together with the note and each and every other obligation described in said

[redacted]

(2)

mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee forever, but without recourse on the undersigned.

Pursuant to the provisions of Sec. 689.071, Florida Statutes, the within named Trustee has the power and authority to protect, conserve and to sell, or to lease, or to encumber or otherwise to manage and dispose of the above-described mortgage and the real property encumbered thereby.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed, as of the 27 day of January 2010 but effective as of the 9th day of November, 2009.

Signed in the presence of:

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA
(CORPORATE SEAL)

ATTEST: Teresa S. Clopp Authorized Officer

BY: _____

PRINT NAME: Rebecca J. Brown

TITLE: Vice President

WITNESS: _____

Print Name: Lyhi Henson

WITNESS: _____

Print Name: Vicki Lamb

STATE OF Ohio
COUNTY OF Montgomery

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 27 day of January 2010, within my jurisdiction the within named Rebecca J. Brown who is personally known to me or who produced ID Pursuant as identification and who acknowledged to me that (s)he is Vice President and that for and on behalf of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA and as its act and deed(s) he executed the above and foregoing instrument, after first having been duly authorized by PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of January 2010.

_____
NOTARY PUBLIC

LORI ANN WILSON, Notary Public In and for the State of Ohio My Commission Expires Feb. 2, 2014

CFN # 104781180, OR BK 39158 Page 350, Page 1 of 3, Recorded 03/02/2005 at 11:10 AM, Broward County Commission, Deputy Clerk 1004

SCRIEVENORS NOTE: This Warranty Deed is being Re-recorded to add Exhibit A continuation to the Legal Description.

INSTR # 104802423
OR BK 38782 Pages 1114 - 1115
RECORDED 12/28/04 15:12:16
BROWARD COUNTY COMMISSION
DOC STMP-D: 31980.00
DEPUTY CLERK 1037
#1, 2 Pages

THIS INSTRUMENT PREPARED BY AND RETURN TO:
DARRAM "DEE" HARRISON
TRINITY TITLE & ESCROW COMPANY, INC.
901 SOUTH STATE ROAD 7
HOLLYWOOD, FL 33023

Property Appraisers Parcel Identification (Folio) Numbers:

Grantee SS #: [redacted]

Record & Return To:
Trinity Title & Escrow Co
901 S State Rd 7 • #200
Hollywood FL 33023

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 4th day of November, A.D. 2004 by MARCOS BENCID, A MARRIED MAN, JOINED BY HIS WIFE, and LUISA BELILTY BENZAQUEN, herein called the grantors, to TERRI PAGE, A SINGLE WOMAN whose post office address is 15842 SW 10TH STREET, PEMBROKE PINES, FL 33027, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BROWARD County, State of Florida, viz:

Building No. 20, Unit No. 1, of PARCEL 12, of GRAND PALMS, being a portion of Parcel "A" of HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 139, at Page 29, of the Public Records of Broward County, Florida, as more particularly described on Exhibit "A" hereto.

Subject to easements, restrictions and reservations of record and to taxes for the year 2004 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

DENIS LUTWAK
Witness #1 Printed Name

Witness #2 Signature

Raquel Lutwak
Witness #2 Printed Name

Marcos Bencid L.S.
MARCOS BENCID
15842 SW 10TH STREET, PEMBROKE PINES, FL 33027

Luisa Belilty Benzaquen L.S.
LUISA BELILTY BENZAQUEN
15842 SW 10TH STREET, PEMBROKE PINES, FL 33027

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of November, 2004 by MARCOS BENCID and LUISA BELILTY BENZAQUEN who are personally known to me or have produced Florida Drivers License as identification.

SEAL

DARRAM LETETIA HARRISON
MY COMMISSION # DD 107731
EXPIRES: JUNE 17, 2008
Bonded Thru Notary Public Underwriters

Notary Signature

Printed Notary Signature

My Commission Expires:
ff: [redacted]

3
2

Exhibit "A"

File No [redacted]

PARCEL 12 BUILDING 30 UNIT 1

SHEET 1 OF 2

SHELBY HOMES

(SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION AND SIGNATURE)

Description : UNIT 12

A portion of Parcel 'A' of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" according to the Plat thereof as recorded in Plat Book 108, Page 29 of the Public Records of Broward County, Florida, and portion being more particularly described as follows:

COMMENCE at the Southeast corner of Section 18, Township 51 South, Range 42 East; thence along the South line of said Section 18, North 88°39'14" East 603.27 feet; thence North 01°07'12" West 308.43 feet; thence North 88°52'47" East 277.87 feet to a point on a 634.00 foot radius curve concave to the North whose radial point bears North 22°08'36" East; thence Easterly along said curve through a central angle of 02°31'00" an arc distance of 139.46 feet to the POINT OF BEGINNING; thence continue Easterly along said curve through a central angle of 03°41'17" an arc distance of 39.79 feet to a point of non-tangency; thence leaving said curve run South 08°36'25" West 98.86 feet; thence North 81°46'31" West 43.68 feet; thence North 83°48'37" West 3.01 feet; thence North 12°45'08" East 98.43 feet; thence South 77°14'52" East 3.33 feet; thence North 12°45'08" East 43.49 feet to the POINT OF BEGINNING.

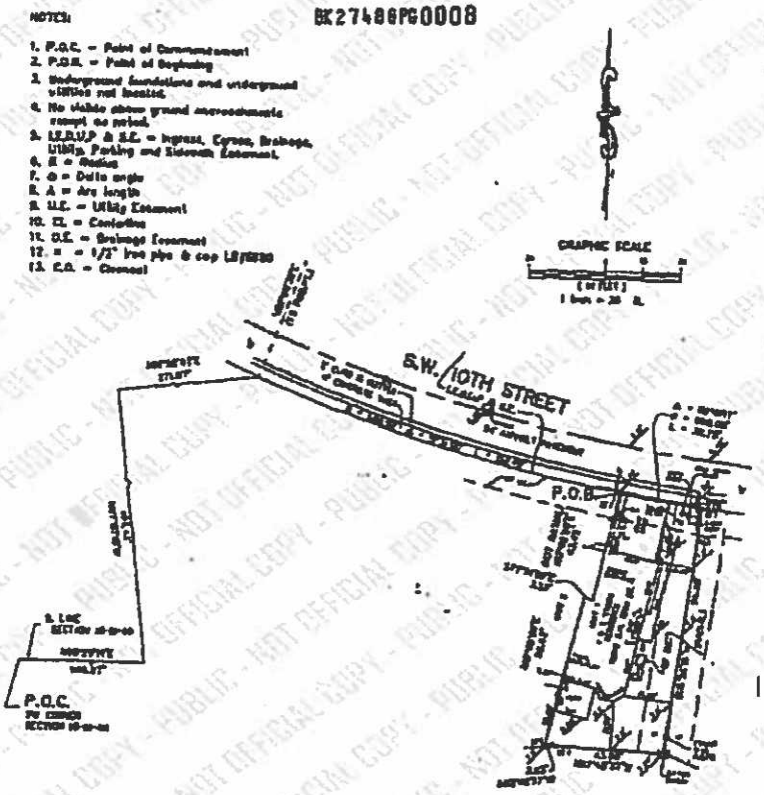
Bearing of beginning is North 88°39'14" East along the South line of Section 18, Township 51 South, Range 40 East.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 3941 square feet (0.090 acres) more or less.

BK27486PG0008

NOTES:

1. P.O.C. = Point of Commencement
2. P.O.B. = Point of Beginning
3. Underground foundations and underground utilities not located.
4. No visible aboveground encroachments except as noted.
5. L.E.B.U.P. & E.E. = Ingress, Egress, Drainage, Utility, Parking and Sidewalk Easement.
6. R = Radius
7. Δ = Delta angle
8. A = Arc length
9. U.E. = Utility Easement
10. CL = Centerline
11. D.E. = Drainage Easement
12. ● = 1/2" iron pipe & cap LB#6830
13. C.O. = Cleanout



COURTYARDS OF GRAND PALMS

CERTIFICATE OF APPROVAL FOR SALE OF UNIT

Pursuant to the provisions of the Declaration of Covenants and Restrictions of The Courtyards of Grand Palms, the sale

By: MARCOS BENCID

To: TERRI PAGE

of the following-described property located, situate and being in Broward County, Florida, to-wit:

15842 SW 10 Street
Pembroke Pines, FL

is hereby approved.

IN WITNESS WHEREOF, the undersigned representative of The Courtyards of Grand Palms Association, Inc. has set his/her hand and seal on behalf of the Association, this 25 day of October, 2004.

DEBRA HARTMAN, Vice-President

State of Florida

County of Broward

Before me, the undersigned authority, personally appeared DEBRA HARTMAN, as Vice-President of The Courtyards of Grand Palms Association, Inc. who executed the foregoing Certificate for the uses and purposes therein expressed.

WITNESS my hand and official in the County and State last aforesaid this 25 day of October, 2004.

Notary Public

Notary Seal

TRACY M FIALKOWSKI
MY COMMISSION # CC 880044
EXPIRES: December 13, 2004
Bonded Thru Notary Public Underwriters

98-000694 T#001
01-02-98 11:10AM

$ 959.70
DOCU. STAMPS-DEED

RECVD. BROWARD CNTY

COUNTY ADMIN.

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
9050 Pines Boulevard, Suite 250
Pembroke Pines, Florida 33024

TRI COUNTY - WILL CALL

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 18th day of December, 1997, by and between SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership ("Grantor"), whose address is 9050 Pines Boulevard, Suite 250, Pembroke Pines, Florida, 33024, and Marcos Bencid, a married man ("Grantee"), whose address is 15842 S.W. 10th Street, Pembroke Pines, Florida, 33027. Grantee's Social Security Number(s) is/are _____.

WITNESSETH: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, forever, the following described real property located in Broward County, Florida, to-wit:

> Building No. 20, Unit 1, of Parcel 12, of Grand Palms, being a portion of Parcel "A" of Hollywood Lakes Country Club And Resort, according to the Plat thereof recorded in Plat Book 139, at Page 29, of the Public Records of Broward County, Florida, as more particularly described on Exhibit "A" attached hereto.

Property Appraiser's Parcel Identification No.: [redacted]

together with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to the following: (i) Taxes for the year 1998 and subsequent years, (ii) Conditions, restrictions, limitations, reservations, agreements, declarations, dedications and easements of record, (iii) Existing zoning ordinances, (iv) Pending governmental liens, and (v) Facts that an accurate survey or personal inspection would disclose.

AND said Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none others.

WITNESSES:

(1) Witness Signature

Type or Print Witness Name

(2) Witness Signature

Type or Print Witness Name

SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership

By: SHELBY HOMES AT THE COURTYARDS, INC., a Florida corporation, as General Partner

By: _____
Robert Shelley, President

BK27488P00006

3C

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of December, 1997 by Robert Shelley, as President of SHELBY HOMES AT THE COURTYARDS, INC., a Florida corporation, General Partner of SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

JENNIFER MARCUS-TOYOTA
COMMISSION # CC 481388
EXPIRES JULY 17, 1999
BONDED THRU
ATLANTIC BONDING CO., INC.

BK27488PG0007

PARCEL 12 BUILDING 20 UNIT 1

SKETCH OF BOUNDARY SURVEY FOR:

SHELBY HOMES

(SEE SHEET 2 OF 2 FOR LOCATION MAP AND CERTIFICATE)

SHEET 1 OF 2

Description : (UNIT 1)

A portion of Parcel 'A' of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" according to the Plat thereof as recorded in Plat Book 139, Page 29 of the Public Records of Broward County, Florida, said portion being more particularly described as follows:

COMMENCE at the Southwest corner of Section 18, Township 51 South, Range 40 East; thence along the South line of said Section 18, North 89°29'19" East 503.27 feet; thence North 07°07'13" West 108.43 feet; thence North 82°52'47" East 271.87 feet to a point on a 838.00 foot radius non-tangent curve concave to the North whose radius point bears North 22°08'32" East; thence Easterly along said curve through a central angle of 12°31'00" an arc distance of 152.48 feet to the POINT OF BEGINNING; thence continue Easterly along said curve through a central angle of 02°41'17" an arc distance of 32.75 feet to a point of non-tangency; thence radial from the last described curve South 06°36'15" West 96.58 feet; thence North 87°48'37" West 43.68 feet; thence South 83°42'37" West 3.03 feet; thence North 12°45'08" East 59.43 feet; thence South 77°14'52" East 3.33 feet; thence North 12°45'08" East 43.49 feet to the POINT OF BEGINNING.

Bearing of bearing as North 89°29'19" East along the South line of Section 18, Township 51 South, Range 40 East.

Said lands situate, lying, and being in the City of Pembroke Pines, Broward County, Florida and containing 3941 square feet (0.090 acres) more or less.

BK27488PG0008

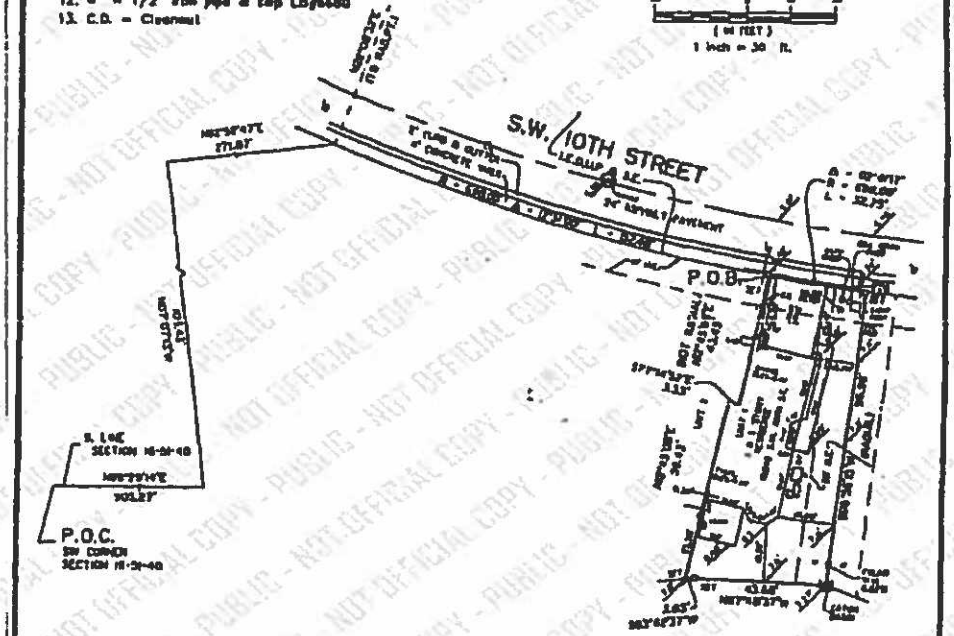
NOTES:

1. P.O.C. = Point of Commencement
2. P.O.B. = Point of Beginning
3. Underground foundations and underground utilities not located.
4. No visible above ground encroachments except as noted.
5. I.E.D.U.P & S.E. = Ingress, Egress, Drainage, Utility, Parking and Sidewalk Easement.
6. R = Radius
7. Δ = Delta angle
8. A = Arc length
9. U.E. = Utility Easement
10. CL = Centerline
11. D.E. = Drainage Easement
12. ○ = 1/2" iron pipe & cap LB#6680
13. C.O. = Cleanout

GRAPHIC SCALE

(IN FEET)

1 inch = 30 ft.



MILLER LEGG

Engineers • Planners
Land Surveyors
Environmental Professionals

File Number

Exhibit "A"

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

REPRESENTATION OF PRINTED DOCUMENT

PNC BANK

PNC Bank
P.O. Box 1820
Dayton, OH 45401-1820

Customer Service Contact Information
PNC Bank, B6-YM07-01-7
P.O. Box 1820
Dayton, Ohio 45401-1820
1-800-822-5626

[redacted]

TERRI PAGE
15842 SW 10 ST
PEMBROKE PINES, FL 33027

Loan Number: [redacted]
Letter Date: May 10, 2017

Property Address:
15842 SW 10 ST
PEMBROKE PINES, FL 33027

We understand that borrowers sometimes face challenges when it comes to making their payments.

The letter serves a formal notice that you have defaulted on your loan obligations.*

*PNC Bank, National Association is the servicer and owner, or authorized representative of the owner, of the mortgage on your loan. As such, it is our duty to provide this notice.

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: $2,286.14 for 11/1/2012 - 4/1/2016, $2,886.30 for 5/1/2016 - 5/1/2017

Monthly Payments Accrued:	$133,539.78
Late Charges Accrued:	$176.42
Non-Sufficient Funds:	$0.00
Other Fees[1]:	$1,377.00
Prior Attorney Fees and Cost:	$0.00
Total Amount Past Due:	**$135,093.20**

You may cure your default by paying $135,093.20 on or before June 9, 2017.

Please keep in mind that if the total amount is not received before your next payment is due, you must also include that payment, plus any late charges that would be due.

If you do not make this payment by the date specified, we may exercise our rights to accelerate the full balance due on your account, which means all sums would be immediately due. Further, this matter may be referred to our foreclosure counsel or a foreclosure trustee for whatever action is deemed appropriate and necessary. Such action may include foreclosure by judicial proceeding or the invocation of the power of sale, depending on the foreclosure process authorized in the state in which the property is located. Should a foreclosure be initiated, and a sale of the property result, you may be liable for any outstanding balance, to the extent permitted under the terms of your note, security instrument, and applicable state and federal law.

[1] Priority Service\Document Fees, Property Inspections, Speedpay Fees

[redacted] May 10, 2017 [redacted]

To request information or notify us of an error regarding your account, please send a written request/notice to:
PNC Bank; PO Box 8807; Dayton, OH 45401-8807

INTERNET REPRINT

It's important for you to know that you have the right to reinstate the mortgage after acceleration by paying the cure amount and any other fees associated with the default, to the extent that such fees are permitted under the terms of your note, security instrument, and/or applicable state and/or federal law. In addition, if a foreclosure by judicial proceeding is initiated, you have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure. If foreclosure is invoked by a power of sale clause, you have the right to bring a court action to assert the non-existence of a default or any other defense you may have to the acceleration and foreclosure.

Keep in mind that any payments applied to your loan after the date of this notice will not delay any proceedings on our part, unless the default has been corrected, as outlined above.

Call our Collection Center at 1-800-523-8654, Monday – Friday, 8:00 a.m. – 9:00 p.m. ET.

Enclosure: FAQ

This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against the property itself. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.

If you are requesting modified payments or other loss mitigation, please note that normal collection activity, collection litigation and/or foreclosure activity may continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options.

XC950

PNC BANK

Frequently Asked Questions for Additional Guidance.

As you go through the process of trying to resolve your account, you may receive additional communications from PNC Bank, National Association.

Q1. I am attempting to resolve my delinquent loan with PNC Bank. Why am I receiving this letter?

Answer: PNC Bank is anxious to assist you. Please submit a completed workout package by fax or mail.

PNC Bank
Attention: Central Receipts, B6-YM10-01-1,
3232 Newmark Drive
Miamisburg, OH 45342.

Fax Number: 855-201-6325
For additional questions, call our Collection Center at 1-800-523-8654

Note that normal servicing of your referenced loan will continue, including collection and foreclosure activity until the default is cured.

Q2. What will happen if PNC agrees to a workout option?

Answer: The goal of any workout option is to prevent the foreclosure action from starting. The specific actions will depend on the agreed upon workout option.

Q3. What can I do to make sure all relevant PNC Bank solutions are explored to try and assist me?

Answer: The most important thing is to maintain contact with us. If we have already sent you a workout package, complete your documentation accurately, timely, and completely. Although this does not guarantee an approval, it will help facilitate a timely decision.

Q4. What should I do if I do not have all the past due amount that is required?

Answer: PNC Bank has several options that may be available to assist you.

For available options, call our Collection Center at 1-800-523-8654

Q5. Will I continue to receive calls attempting to collect the past due payments?

Answer: You may receive additional calls about your account Discuss the status of the account with the caller to see if any additional information is needed.

Q6. If I have questions or concerns in regards to the package I've received, who should I contact?

Call our Collection Center at 1-800-523-8654

Q7. Can I go to my local PNC Bank branch to discuss my account?

Answer: We recommend you contact PNC Bank to better serve your needs.

Call our Collection Center at 1-800-523-8654

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA THIRD DISTRICT

CASE NO: 4D18-0816
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE
Appellee(s)/Respondent(s),
_____/

RECEIVED, 12/10/2018 5:42 PM, Clerk, Fourth District Court of Appeal

APPELLEE'S MOTION FOR AWARD OF ATTORNEY'S FEES AND TO TAX COSTS ON APPEAL

Pursuant to Rule 9.400(b), Florida Rules of Appellate Procedure, Appellee, TERRI P. PAGE, respectfully moves this Court for an award of attorney's fees on appeal and as grounds state that:

1. This motion is being filed concurrently with Appellee's Answer Brief.
2. That the note and mortgage sued upon, in the lower tribunal foreclosure proceedings, provide for an award of attorney's fees and costs.
3. Should Appellee be the prevailing party in this appeal, it is entitled to an award/payment by Appellant of their attorney's fees and costs incurred on appeal.
4. In addition, this Court has already awarded Attorney's Fees, pursuant to the Note and Mortgage in Case No: 4D15-0959.

WHEREFORE, Appellee moves this Honorable Court to enter an Order

awarding attorney's fees and costs on appeal against Appellant, with the amount of such fees to be determined and assessed by the lower court in accordance with Rule 9.400(b), Florida Rules of Appellate Procedure.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Florida Bar No.:56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on December 10, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

NEUSTEIN LAW GROUP, P.A.
18305 Biscayne Blvd., Suite 250
Aventura, Florida 33160
T: (305) 531-2545 F: (305) 531-2365
Primary Email:NLGLaw@yahoo.com
Secondary Email: Gabrielle@neusteinlaw.com

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No. 56570

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
THIRD DISTRICT

CASE NO: 4D18-0816
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE
Appellee(s)/Respondent(s),
_____/

RECEIVED, 12/11/2018 8:47 AM, Clerk, Fourth District Court of Appeal

APPELLEE'S MOTION TO SUPPLEMENT RECORD ON APPEAL

Appellee, TERRI P. PAGE, by and through the undersigned counsel, and pursuant to Rule 9.200(f) moves this Honorable Court to Supplement the Record on Appeal with the Notice of Hearing dated September 12, 2016 on Defendant's Motion to Strike Trial and Defendant's Motion for Attorney's Fees, and states as follows:

1. The Notice of Hearing dated September 12, 2016 on Defendant's Motion to Strike Trial and Defendant's Motion for Attorney's Fees is necessary to adequately review the issues on appeal.
2. That the undersigned has attempted to confer with opposing counsel, but has not received a response.

WHEREFORE, Appellee respectfully requests that this Honorable Court enter an Order indicating that the Record is to be supplemented with the Notice of

Hearing dated September 12, 2016.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No.: 56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on December 11, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

NEUSTEIN LAW GROUP, P.A.
18305 Biscayne Blvd., Suite 250
Aventura, Florida 33160
T: (305) 531-2545 F: (305) 531-2365
Primary Email:NLGLaw@yahoo.com
Secondary Email: Gabrielle@neusteinlaw.com

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No. 56570

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

December 11, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellee's appendix to the answer brief is stricken as not in compliance with Florida Rule of Appellate Procedure 9.220(c), which was amended effective October 1, 2017, in that it was not properly indexed and consecutively paginated, beginning with the cover sheet as page 1, was not text searchable, was not paginated so that the page numbers displayed by the PDF reader exactly match the pagination of the index, and was not bookmarked in compliance with Rule 9.220(c)(3). An amended appendix in compliance with Rule 9.220(c) shall be filed within two (2) days from the date of this order.

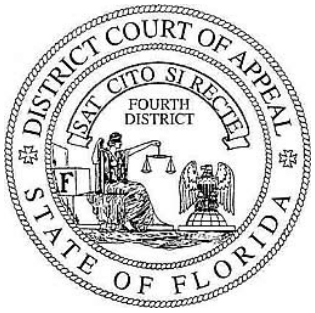
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



RECEIVED, 12/12/2018 1:51 PM, Clerk, Fourth District Court of Appeal

In the District Court of Appeal of Florida
Fourth District

CASE NO. **4D18-0816**
L.T. NO.: CACE0966227

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS

Appellant,

vs.

TERRI P. PAGE

Appellee.

ON APPEAL FROM THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

AMENDED APPENDIX TO APPELLE'S ANSWER BRIEF

INDEX

Appellee's Motion for Award of Attorney's Fees and to Tax Costs on Appeal).....AX-1

Order granting Appellee's Motion for Award of Attorney's Fees AX-2

Verified Complaint to Foreclose Mortgage (Case No: CACE17015320).....AX-3

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on December 12, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

NEUSTEIN LAW GROUP, P. A.
18305 Biscayne Blvd., Suite 250
Aventura, Florida 33160
T: (305) 531-2545 F: (305) 531-2365
Email 1: NLGLaw@yahoo.com
Email 2: Gabrielle@neusteinlaw.com

By:/s/ Nicole Moskowitz
Nicole Moskowitz, Esq.
Fla. Bar No. 56570

AX-1

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

CASE NO: 4D15-0959
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY, etc.

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE

Appellee(s)/Respondent(s),

_____/

APPELLEE'S MOTION FOR AWARD OF ATTORNEY'S FEES AND TO TAX COSTS ON APPEAL

Pursuant to Rule 9.400(b), Florida Rules of Appellate Procedure, Appellee, TERRI P. PAGE, respectfully moves this Court for an award of attorney's fees on appeal and as grounds state that:

1. This motion is being filed concurrently with Appellee's Answer Brief.
2. That the note and mortgage sued upon, in the lower tribunal foreclosure proceedings, provide for an award of attorney's fees and costs.
3. Should Appellee be the prevailing party in this appeal, she is entitled to an award/payment by Appellant of their attorney's fees and costs incurred on appeal.

WHEREFORE, Appellee moves this Honorable Court to enter an Order awarding attorney's fees and costs on appeal against Appellant, with the amount of

such fees to be determined and assessed by the lower court in accordance with Rule 9.400(b), Florida Rules of Appellate Procedure.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Florida Bar No.:56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been served on February 4, 2016 to: Mark Morales, Esq., Florida Foreclosure Attorneys, PLLC, 4855 Technology Way, Suite 630, Boca Raton, FL 33431; E-Mail: emailservice@ffapllc.com; mmorales@ffapllc.com.

NEUSTEIN LAW GROUP, P. A.
18305 Biscayne Boulevard, Suite 250
Aventura, FL 33160
T: (305) 531-2545 F: (305) 531-2365
E-mail 1: NLGLaw@yahoo.com
E-mail 2: Marissa@neusteinlaw.com

By: /s/ Nicole Moskowitz
Nicole Moskowitz, Esq., Fla. Bar #56570

AX-2

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

July 07, 2016

CASE NO.: 4D15-0959
L.T. No.: CACE 09-66227

DEUTSCHE BANK TRUST COMPANY, etc. v. TERRI P. PAGE, et al.

Appellant / Petitioner(s) Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellee's February 4, 2016 motion for attorney's fees is granted. On remand, the trial court shall set the amount of the attorney's fees to be awarded for this appellate case. If a motion for rehearing is filed in this court, then services rendered in connection with the filing of the motion, including, but not limited to, preparation of a responsive pleading, shall be taken into account in computing the amount of the fee; further,

ORDERED that the motion for costs filed by Nicole Moskowitz is denied without prejudice to seek costs in the trial court.

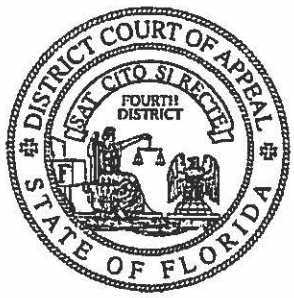
Served:

cc: Charles Louis Neustein
William L. Noriega
Clerk Broward
Nicole Moskowitz
Stephen Stratley
William C. Slabaugh
Irvin Wayne Nachman
Mark Morales

lc

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



AX-3

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

DEUTSCHE BANK TRUST COMPANY AMERICA'S, AS TRUSTEE FOR RESIDENTIAL ACCREDIT LOANS, INC MORTGAGE ASSET-BACKED PASS THROUGH CERTIFICATES SERIES 2006-QS6,
Plaintiff,
vs.

CASE NO.:
DIVISION:

MARCOS BENCID; TERRI PAGE; LUISA BELILTY BENZAQUEN; THE COURTYARDS OF GRAND PALMS ASSOCIATION, INC.; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; UNKNOWN PARTY #1, UNKNOWN PARTY #2, UNKNOWN PARTY #3, and UNKNOWN PARTY #4 THE NAMES BEING FICTITIOUS TO ACCOUNT FOR PARTIES IN POSSESSION,
Defendant(s).
_____/

VERIFIED MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, Deutsche Bank Trust Company America's, as Trustee for Residential Accredit Loans, Inc Mortgage Asset-Backed Pass Through Certificates Series 2006-QS6, sues Defendants, Marcos Bencid; Terri Page; Luisa Belilty Benzaquen; The Courtyards of Grand Palms Association, Inc.; Any and All Unknown Parties Claiming By, Through, Under, and Against the Herein Named Individual Defendant(s) Who Are Not Known to be Dead or Alive, Whether Said Unknown Parties May Claim an Interest as Spouses, Heirs, Devisees, Grantees, or Other Claimants; Unknown Party #1, Unknown Party #2, Unknown Party #3 and Unknown Party #4, the names being fictitious to account for parties in possession, and alleges:

COUNT I - MORTGAGE FORECLOSURE

1. This is an in rem action to foreclose a mortgage on real property (hereinafter 'Property') located and situated in Broward County, Florida.

2. On March 27, 2006, there was executed and delivered a Promissory Note ("Note") and a Mortgage securing the payment of the Note. The Mortgage was recorded on April 12, 2006, in Official Records Book 41807 at Page 302 of the Public Records of Broward County, Florida, (All subsequent recording references are to the public records of Broward County, Florida) and mortgaged the real and personal property ("Property") described therein, then owned by and in possession of the Mortgagor(s). Copies of the original Mortgage Note and Mortgage are attached hereto and incorporated herein as an Exhibit.

3. Plaintiff is in physical possession of the Note endorsed to Plaintiff which is the subject of this action and therefore, is the holder of that Note.

4. The Property is now owned of record by Defendant(s), Terri Page.

5. The Note and Mortgage are in default. The required installment payment of November 1, 2012, was not paid, and no subsequent payments have been made. The Mortgage is contractually due for the November 1, 2012 payment. The last payment received was applied to the October 1, 2012 installment, and no subsequent payments have been applied to the loan.

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

7. Plaintiff must be paid $307,935.31 in principal on the Note and Mortgage, together with interest from October 1, 2012, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.

8. All conditions precedent to the acceleration of the Note and foreclosure of the Mortgage have been performed or have occurred.

9. Plaintiff has retained the law firm of Albertelli Law in this action and is obligated to pay it a reasonable fee for its services in bringing this action as well as all costs of collection. Plaintiff shall be entitled to an award of any fees and costs incurred in this action based on the terms of the instruments upon which this action is based.

10. The interests of each Defendant are subject, subordinate, and inferior to the right, title, interest, and lien of Plaintiff's Mortgage, unless as otherwise provided for by law.

11. Marcos Bencid may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of defects in that certain Warranty Deed recorded in Official Records Book 38782 at Page 1114 relating to a defective legal description, which defect renders the deed ineffective to convey the property. A reformation count has been included in our foreclosure action to correct said defect, or may otherwise claim an interest in the Property.

12. Terri Page may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Warranty Deed recorded in Official Records Book 38782, Page 1114; re-recorded in Official Records Book 39158, Page 350, or may otherwise claim an interest in the Property.

13. Luisa Belilty Benzaquen may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of defects in that certain Warranty Deed recorded in Official Records Book 38782 at Page 1114 relating to a defective legal description, which defect renders the deed ineffective to convey the property. A reformation count has been included in our foreclosure action to correct said defect, or may otherwise claim an interest in the Property.

14. The Courtyards of Grand Palms Association, Inc. may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of any lien filed pursuant to the Declaration of Covenants and Restrictions and any amendments thereto, or may otherwise claim an interest in the Property.

15. Unknown Party #1, Unknown Party #2, Unknown Party #3 and Unknown Party #4, the names being fictitious to account for parties in possession who may claim some interest in the Property that is the subject of this foreclosure action by virtue of an unrecorded lease or purchase option, by virtue of possession, homestead rights not readily apparent from a review of the public records or may otherwise claim an interest in the Property. The names of these Defendants are currently unknown to the Plaintiff. However, any such claim or demand is inferior to the lien of the Mortgage.

WHEREFORE, Plaintiff requests that the Court ascertain the amount due Plaintiff for principal and interest on the Note and Mortgage and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Note and Mortgage are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy Plaintiff's mortgage lien in accordance with the provisions of Section 45.031, Florida Statutes (1999); that the rights, title and

interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Section 697.07, Florida Statutes (1995); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

COUNT II – REFORMATION OF WARRANTY DEED

16. This is an action to reform a WARRANTY DEED that has been recorded in the Public Records of Broward, Florida. This is an equitable action with no adequate remedy at law.

17. At all times material to this cause, Defendant owned real property (hereinafter 'Property') in Broward, Florida, more particularly described as follows:

BUILDING NUMBER 20, UNIT 1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A" OF HOLLYWOOD LAKES COUNTY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 139, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.
(UNIT 1)
A PORTION OF PARCEL 'A' OF "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 903.27 FEET; THENCE NORTH 07 DEGREES 07 MINUTES 13 SECONDS WEST 108.43 FEET; THENCE NORTH 82 DEGREES 52 MINUTES 47 SECONDS EAST 271.87 FEET TO A POINT ON A 698.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 22 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 00 SECONDS AN ARC DISTANCE OF 152.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 41 MINUTES 17 SECONDS ON AN ARC DISTANCE OF 32.75 FEET TO A POINT OF NON-TANGENCY; THENCE RADIAL FROM THE LAST DESCRIBED CURVE SOUTH 06 DEGREES 56 MINUTES 15 SECONDS WEST 96.98 FEET; THENCE NORTH 87 DEGREES 48 MINUTES 37 SECONDS WEST 43.68 FEET; THENCE SOUTH 83 DEGREES 42 MINUTES 37 SECONDS WEST 3.03 FEET; THENCE NORTH 12 DEGREES 45 MINUTES 08 SECONDS EAST 59.43 FEET; THENCE SOUTH 77 DEGREES 14 MINUTES 52 SECONDS EAST 3.33 FEET; THENCE NORTH 12 DEGREES 45 MINUTES 08 SECONDS EAST 43.49 FEET TO THE POINT OF BEGINNING.
BASIS OF BEARING IS NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST.
SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 3941 SQUARE FEET (0.090 ACRES) MORE OR LESS.

This is evidenced by a true and correct copy of the SPECIAL WARRANTY DEED as shown recorded in Official Records Book 27488 at Page 6, attached hereto as an exhibit.

18. On November 4, 2004, Marcos Bencid and Luisa Belilty Benzaquen, executed and delivered to Terri Page, a WARRANTY DEED that was recorded in Official Records Book 39158, Page 350, of the Public Records of Broward, Florida.

19. Inadvertently, and contrary to the clear intentions of the parties to the WARRANTY DEED, a scrivener's error resulted from mutual mistake. Consequently, the legal description contained the following underlined and highlighted error:

BUILDING NUMBER 20, UNIT 1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A" OF HOLLYWOOD LAKES COUNTY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 139, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.

20. Based on these errors, the document may not accurately reflect the intentions of the parties to the WARRANTY DEED.

21. Equity requires that this Court reform the legal description to conform with the legal description set forth in paragraph seventeen (17) above.

22. The reformation sought will not prejudice any parties to this action.

WHEREFORE, Plaintiff requests that the Court reform the legal description in the WARRANTY DEED to correct the scrivener's error and to reflect the true intentions of the parties.

FLA. R. CIV. P. 1.115(e) VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

This the 31 day of July, 2017.

By: PNC Bank, N.A

Signature: Sharon Lynch

Printed Name: Sharon Lynch

Title: Authorized Signer

PNC Bank, National Association as attorney in fact for Deutsche Bank Trust Company America's, as Trustee for Residential Accredit Loans, Inc. Mortgage Asset-Backed Pass Through Certificates Series 2006-QS6

Plaintiff, by and through the undersigned attorney, prays this honorable Court grant the above requested relief and such other relief deemed appropriate and just.

Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743
(813) 221-9171 facsimile
eService: servealaw@albertellilaw.com

By: _____
Brittany Gramsky, Esq.
Florida Bar #95589

17-015140 -cr

[redacted]

NOTE

March 27, 2006 (Date) HOLLYWOOD (City) FL (State)

15842 SW 10 ST., PEMBROKE PINES, Florida 33027 (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 308,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

National City Mortgage a division of National City Bank of Indiana

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 6.875 %.

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 May 1st 2006 . 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 April 1 2036 , 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. $ 2,023.35 .

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.

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

TERRI PAGE (Seal) -Borrower

262989014

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower

PAY TO THE ORDER OF
NATIONAL CITY MORTGAGE CO
A SUBSIDIARY OF NATIONAL CITY BANK OF INDIANA
WITHOUT RECOURSE
NATIONAL CITY MORTGAGE a division of
NATIONAL CITY BANK OF INDIANA
Hilda Callizo-Grau
HILDA CALLIZO-GRAU
DOCUMENT CONTROL SPECIALIST

PAY TO THE ORDER OF
RESIDENTIAL FUNDING CORPORATION
WITHOUT RECOURSE
NATIONAL CITY MORTGAGE CO
A SUBSIDIARY OF NATIONAL CITY BANK
OF INDIANA
[Sign Original Only]
Hilda Callizo-Grau
HILDA CALLIZO-GRAU
DOCUMENT CONTROL SPECIALIST

PAY TO THE ORDER OF
Deutsche Bank Trust Company Americas as Trustee
WITHOUT RECOURSE
Residential Funding Corporation
BY
Judy Faber, Vice President

INTEREST ONLY PAYMENT PERIOD NOTE ADDENDUM
(Fixed Rate Loans)

THIS ADDENDUM TO NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.

(Not to be Used for Texas Homestead Loans Unless Proceeds Used Only for Purchase Money or Refinance of Purchase Money)

This Interest Only Payment Period Note Addendum is made this 27th day of March 2006 and is incorporated into and shall be deemed to amend and supplement the Note of the same date (the "Note") given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to National City Mortgage a division of National City Bank of Indiana.

(the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date and covering the property described in the Security Instrument and located at: 15842 SW 10 ST., PEMBROKE PINES, Florida, 33027

ADDITIONAL COVENANTS: Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower further covenants and agrees as follows:

I. The Note is modified to provide for 120 payments of interest only ("Interest Only Payment Period") at the interest rate stated in Section 2 of the Note. Sections 3, 4 and 6 of the Note are restated as follows:

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest during the Interest Only Payment Period, and principal and interest thereafter, by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 2006, 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, if the payment includes both principal and interest, it will be applied to interest before principal. If, on April 1st 2036 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

The first 120 monthly payments will be in the amount of U.S.$ 1,764.58 ("Interest Only Payments") and thereafter will be in the amount of U.S.$ 2,364.87. The Note Holder will notify me prior to the date of the change in monthly payment amount.

No payments of principal are due during the Interest Only Payment Period. The Interest Only Payments will not reduce the principal amount of this Note.

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 unless the Note Holder agrees in writing to those changes.

If I make a partial Prepayment during the Interest Only Payment Period, the amount of the monthly payment will decrease for the remainder of the Interest Only Payment Period as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the time that my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of my 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 5.000 % of my overdue payment of interest, during the Interest Only Payment Period, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

II. All other provisions of the Note are unchanged by this Interest Only Payment Period Note Addendum and remain in full force and effect.

By signing below, Borrower accepts and agrees to the terms and conditions contained in the Interest Only Payment Period Note Addendum.

_____ (Seal)
Borrower
TERRI PAGE

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

I understand that if I only make Interest Only Payments during the Interest Only Payment Period, at the end of the Interest Only Payment Period the principal balance will not be reduced.

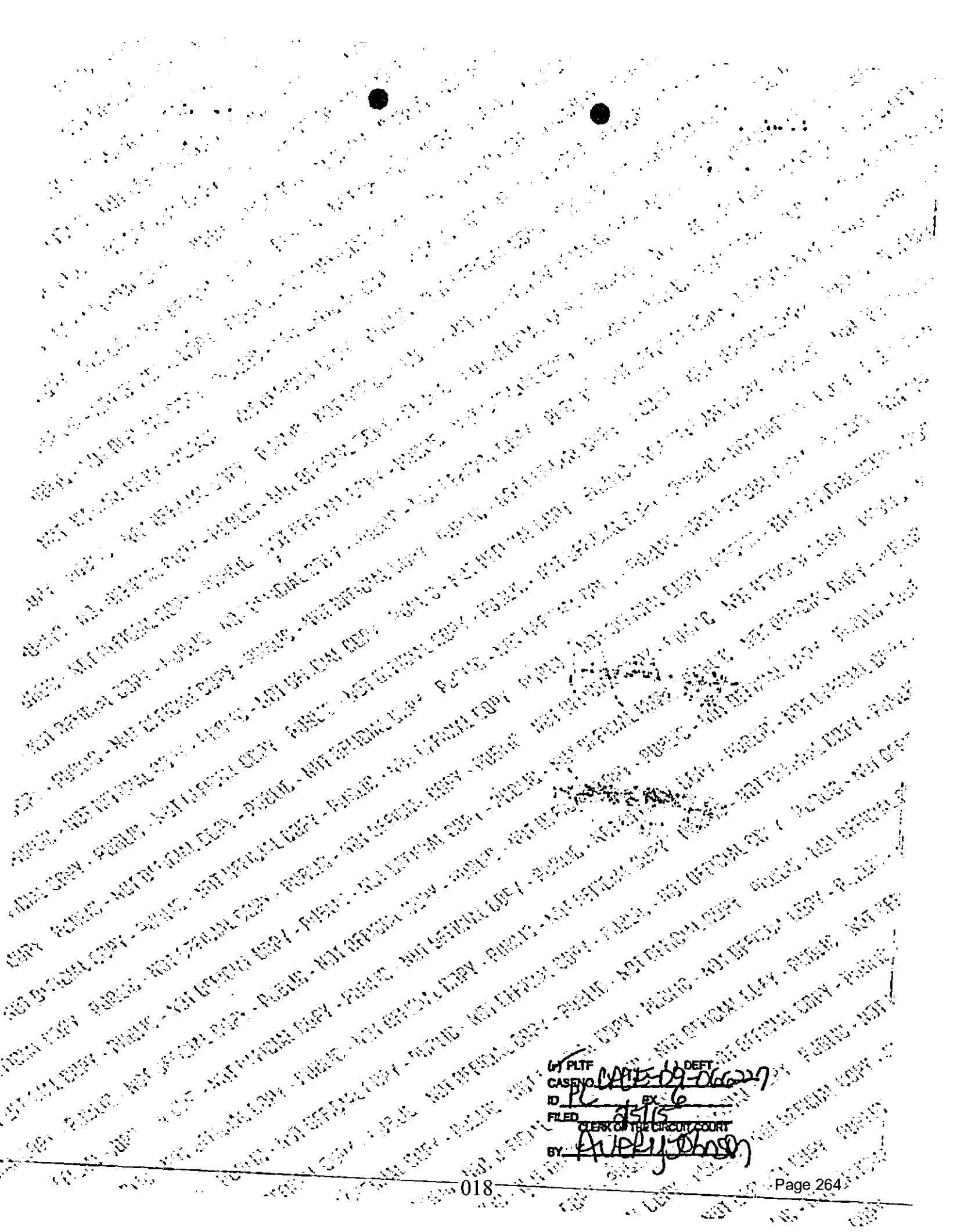
_____ (Seal)
Borrower
TERRI PAGE

_____ (Seal)
Borrower

_____ (Seal)
Borrower

_____ (Seal)
Borrower

Addendum to Fixed Rate Note Interest Only Payments
IOPPNA2 (Rev. 02/2005)


(x) PLTF ( ) DEFT
CASE NO. CACE-09-06627
ID PL EX 6
FILED 2/5/15
CLERK OF THE CIRCUIT COURT
BY Avery Johnson

CFN # 105967993, OR BK 41807 Page 302, Page 1 of 20, Recorded 04/12/2006 at 04:49 PM, Broward County Commission, Doc M: $1078.00 Int. Tax $616.00 Deputy Clerk 2130

Return To:
National City Bank of Indiana

P.O. Box 8000
Dayton, OH 45401-8000

This document was prepared by:
TAKESHA JACKSON
National City Bank of Indiana

P.O. Box 8000
Dayton, OH 45401-8000

RECORD AND RETURN TO: [Space Above This Line For Recording Data] [redacted]
MICHELLE LAWHORN
CountyOne Title Group
5030 Hollywood Blvd • Suite 110
Hollywood, FL 33024

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 March 27, 2006 together with all Riders to this document.
(B) "Borrower" is

TERRI PAGE A Single Woman

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is National City Mortgage a division of National City Bank of Indiana
Lender is a National Banking Association organized and existing under the laws of United States

[redacted]

Order: QuickView_Property
Doc: FLBROW:41807-00302~12011

Requested By: mikeb, Printed: 6/21/2017 11:04 AM

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 March 27, 2006
The Note states that Borrower owes Lender
THREE HUNDRED EIGHT THOUSAND & 00/100 Dollars
(U.S. $ 308,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2036
(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	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment 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.

Initials:

(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]:

SEE ATTACHED SCHEDULE -A- LEGAL DESC.

Parcel ID Number:

which currently has the address of [Street]
15942 SW 10 ST.,
PEMBROKE PINES [City], Florida 33027 [Zip Code]
("Property Address"):

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."

Order: QuickView_Property
Doc: FLBROW:41807-00302~12011

Requested By: mikeb, Printed: 6/21/2017 11:04 AM

LEGAL DESCRIPTION

Building No. 20, Unit No. 1, of PARCEL 12, of GRAND PALMS, being a portion of Parcel "A", of HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, a subdivision according to the Plat or map thereof, recorded in Plat Book 139, Page 29, of the Public Records of BROWARD County, Florida, as more particularly described on Exhibit "A" hereto.

Description: Unit 1:

A portion of Parcel "A", of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT", a subdivision according to the plat or map thereof, recorded in Plat Book 139, Page 29, of the Public Records of BROWARD County, Florida, said portion being more particularly described as follows:

Commence at the Southwest corner of Section 16, Township 51 South, Range 40 East;

thence along the South line of said Section 16, North 89 degrees, 29 minutes, 16 seconds East, 903.27 feet;

thence North 07 degrees, 07 minutes, 13 seconds West, 108.43 feet;

thence North 82 degrees, 32 minutes, 47 seconds East 271.87 feet to a Point on a 698.00 feet radius non-tangent curve concave to the North, whose radius point bears North 22 degrees, 08 minutes, 32 seconds East;

thence Easterly along said curve through a central angle of 12 degrees, 31 minutes, 00 seconds an arc distance of 152.43 feet to a Point of Beginning;

thence continue Easterly along said curve through a central angle of 02 degrees, 41 minutes, 17 seconds an arc distance of 32.75 feet to the Point of Non-tangency;

thence radial from the last described curve South 06 degrees, 56 minutes, 15 seconds West, 96.98 feet;

thence North 87 degrees, 48 minutes, 37 seconds West, 43.68 feet;

thence South 83 degrees, 42 minutes, 37 seconds West, 1.03 feet;

thence North 12 degrees, 45 minutes, 08 seconds East, 59.43 feet;

thence South 77 degrees, 14 minutes, 52 seconds East, 3.33 feet;

thence North 12 degrees, 45 minutes, 08 seconds East, 43.49 feet to the Point of Beginning.

Basis of bearing is North 89 degrees, 29 minutes, 16 seconds East, along the South line of Section 16, Township 51 South, Range 40 East.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 3941 square feet (0.090 acres) more or less.

BORROWER COVENANTS that Borrower is lawfully seised 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

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

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

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.

Order: QuickView_Property
Doc: FLBROW:41807-00302~12011

Requested By: mikeb, Printed: 6/21/2017 11:04 AM

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

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,

Order: QuickView_Property
Doc: FLBROW:41807-00302~12011

Page 13 of 20

Requested By: mikeb, Printed: 6/21/2017 11:04 AM

031

Page 277

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

Order: QuickView_Property
Doc: FLBROW:41807-00302~12011

Requested By: mikeb, Printed: 6/21/2017 11:04 AM

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:

TERRI PACE (Seal) -Borrower

MICHELLE LAWHORN (Address)

(Seal) -Borrower

(Address)

(Seal) -Borrower (Seal) -Borrower

(Address) (Address)

(Seal) -Borrower (Seal) -Borrower

(Address) (Address)

(Seal) -Borrower (Seal) -Borrower

(Address) (Address)

-6(FL) (9601).01 Page 16 of 16 Form 3010 1/01

STATE OF FLORIDA, County of: Broward

The foregoing instrument was acknowledged before me this 27th day of March 2006 by TERRI PAGE

who is personally known to me or who has produced Photo Id as identification.

Michelle R. Lanham

Notary Public

MICHELLE L. LANHAM
MY COMMISSION # DD 302114
EXPIRES: July 13, 2009
Bonded Thru Notary Public Underwriters

-6(FL) (0005).01 Page 16 of 16 Initials: Form 3010 1/01

[redacted]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 27th day of March 2006, 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 a division of
National City Bank of Indiana

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

15842 SW 10 ST., PEMBROKE PINES, Florida 33027

[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 HOLLYWOOD LAKES COUNTRY CLUB & RESORT

[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.

[redacted]

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.

Initials:

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

_____ (Seal) -Borrower	_____ (Seal) -Borrower
	TERRY PAGE
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

Order: QuickView_Property
Doc: FLBROW:41807-00302~12011

Requested By: mikeb, Printed: 6/21/2017 11:04 AM

CFN # 109197753, OR BK 46929 Page 1672, Page 1 of 2, Recorded 03/10/2010 at 11:37 AM, Broward County Commission, Deputy Clerk 3400

Prepared by: DAVID J. STERN, ESQ
Record &Return to: 900 South Pine Island Road #400
Plantation, FL 33324-3920
[redacted]

This space is for recording purposes only

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITYBANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA

Residingor locatedat C/ONATIONALCITY BANK,3232 NEWMARKDRIVE, MIAMISBURG, OH 45342 herein designated as the assignor, for and in considerationofthe sumof $1.00 Dollar and other goodand valuable consideration, the receiptofwhichis herebyacknowledged,doesherebygrant,bargain,sell,assign, transfer and setoverunto DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6 residingor located at: C/ONATIONAL CITY BANK, 3232 NEWMARKDRIVE, MIAMISBURG, OH 45342 hereindesignated as the assigneethe mortgagexecutedby TERRI PAGE, A SINGLE WOMAN recordedin BROWARD County,Floridaat book41807 andpage302 uncumbering the property more particularly described as follows:

BUILDING NO. 20, UNIT NO.1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A", OF HOLLYWOODLAKES COUNTRY CLUB AND RESORT, A SUBDIVISIONACCORDINGTO THE PLAT OR MAP THEREOF, RECORDED IN PLAT BOOK 139, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" HERETO.

DESCRIPTION: UNIT 1:

A PORTION OF PARCEL "A", OF "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT", A SUBDIVISION ACCORDINGTO THE PLAT OR MAP THEREOF, RECORDED IN PLAT BOOK 139, PAGE 29, OF THE PUBLIC RECORDSOF BROWARD COUNTY, FLORIDA, SAIDPORTION BEINGMOREPARTICULARLY DESCRIBEDAS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST;

THENCE ALONGTHE SOUTH LINE OF SAID SECTION 16, NORTH 89 DEGREES, 29 MINUTES, 16 SECONDS EAST, 903.27 FEET;

THENCE NORTH 07 DEGREES, 07 MINUTES, 13 SECONDS WEST, 108.43 FEET;

THENCE NORTH 82 DEGREES, 52 MINUTES, 47 SECONDSEAST 271.87 FEET TO A POINT ON A 698.00 FEET RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH, WHOSE RADIUS POINT BEARS NORTH 22 DEGREES, 00 MINUTES, 32 SECONDS EAST;

THENCE EASTERLY ALONGSAIDCURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES, 51 MINUTES, 00 SECONDS AN ARC DISTANCE OF 152.48 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES, 41 MINUTES, 17 SECONDS AN ARC DISTANCE OF 32.73 FEET TO A POINT OF NON-TANGENCY;

THENCE RADIAL FROM THE LAST DESCRIBED CURVE SOUTH 06 DEGREES, 56 MINUTES, 15 SECONDS WEST, 96.56 FEET;

THENCE NORTH 87 DEGREES, 48 MINUTES, 37 SECONDS WEST, 43.68 FEET;
THENCE SOUTH 83 DEGREES, 42 MINUTES, 37 SECONDS WEST, 3.83 FEET;
THENCE NORTH 12 DEGREES, 45 MINUTES, 00 SECONDS EAST, 39.43 FEET;
THENCE SOUTH 77 DEGREES, 34 MINUTES, 52 SECONDS EAST, 3.33 FEET;
THENCE NORTH 12 DEGREES, 45 MINUTES, 00 SECONDS EAST, 43.49 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 89 DEGREES, 29 MINUTES, 16 SECONDSEAST, ALONG THE SOUTH LINE OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 5941 SQUARE FEET (0.090 ACRES) MORE OR LESS.

together with the note and each and every other obligation described in said

[redacted]

(2)

mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee forever, but without recourse on the undersigned.

Pursuant to the provisions of Sec. 689.071, Florida Statutes, the within named Trustee has the power and authority to protect, conserve and to sell, or to lease, or to encumber or otherwise to manage and dispose of the above-described mortgage and the real property encumbered thereby.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officer and its corporate seal to be hereto affixed, as of the 27 day of January, 2010 but effectives as of the 9th day of November, 2009.

Signed in the presence of:

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA
(CORPORATE SEAL)

ATTEST: Teresa S. Clopp Authorized Officer

BY: Rebecca J. Brown

PRINT NAME: Rebecca J. Brown

TITLE: Vice President

WITNESS:

Print Name: Lydia Hooper

WITNESS:

Print Name: Vicki Lamb

STATE OF Ohio
COUNTY OF Montgomery

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 27 day of January, 2010, within my jurisdiction the within named, Rebecca J. Brown who is personally known to me or who produced Ins Photo as identification and who acknowledged to me that (s)he is Vice President of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA and that for and on behalf of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of January, 2010.

NOTARY PUBLIC

NOTARY PUBLIC STATE OF OHIO

[illegible], Notary Public
In and for the State of Ohio
My Commission Expires Feb. 2, 2014

CFN # 104781180, OR BK 39158 Page 350, Page 1 of 3, Recorded 03/02/2005 at 11:10 AM, Broward County Commission, Deputy Clerk 1004

SCRIEVENORS NOTE: This Warranty Deed is being Re-recorded to add Exhibit A continuation to the Legal Description.

INSTR # 104802423
OR BK 39782 Pages 1114 - 1115
RECORDED 12/28/04 15:12:16
BROWARD COUNTY COMMISSION
DOC STMP-D: 31960.00
DEPUTY CLERK 1037
#1, 2 Pages

THIS INSTRUMENT PREPARED BY AND RETURN TO:
DARRAM "DEE" HARRISON
TRINITY TITLE & ESCROW COMPANY, INC.
901 SOUTH STATE ROAD 7
HOLLYWOOD, FL 33023

Property Appraisers Parcel Identification (Folio) Numbers:

Grantee SS #: [redacted]

Record & Return To:
Trinity Title & Escrow Co.
901 S. State Rd 7 • #200
Hollywood, FL 33023

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 4th day of November, A.D. 2004 by **MARCOS BENCID, A MARRIED MAN, JOINED BY HIS WIFE, and LUISA BELILTY BENZAQUEN**, herein called the grantors, to **TERRI PAGE, A SINGLE WOMAN** whose post office address is **15842 SW 10TH STREET, PEMBROKE PINES, FL 33027**, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BROWARD County, State of Florida, viz:

Building No. 20, Unit No. 1, of PARCEL 12, of GRAND PALMS, being a portion of Parcel "A" of HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 139, at Page 29, of the Public Records of Broward County, Florida, as more particularly described on Exhibit "A" hereto.

Subject to easements, restrictions and reservations of record and to taxes for the year 2004 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

DENIS LUTWAK
Witness #1 Printed Name

Witness #2 Signature

Rachel Lutwak
Witness #2 Printed Name

Marcos Bencid L.S.
MARCOS BENCID
15842 SW 10TH STREET, PEMBROKE PINES, FL 33027

Luisa Belilty Benzaquen L.S.
LUISA BELILTY BENZAQUEN
15842 SW 10TH STREET, PEMBROKE PINES, FL 33027

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of November, 2004 by MARCOS BENCID and LUISA BELILTY BENZAQUEN who are personally known to me or have produced FL Drivers Licenses as identification.

SEAL

DARRAM LETETIA HARRISON
NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Printed Notary Signature

My Commission Expires:

#[redacted]

(3)
(2)

Exhibit "A"

File No [redacted]

PARCEL 12 BUILDING 30 UNIT 1

SHEET 1 OF 2

SHELBY HOMES

Description : UNIT 0

A portion of Parcel "A" of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" according to the Plat thereof as recorded in Plat Book 156, Page 23 of the Public Records of Broward County, Florida, and portion being more particularly described as follows:

COMMENCE at the Southwest corner of Section 18, Township 51 South, Range 40 East; thence along the South line of said Section 18, North 88°29'14" East 833.27 feet; thence North 01°31'31" West 108.43 feet; thence North 82°23'47" East 371.87 feet to a point on a 658.00 foot radius non-tangent curve concave to the North whose radial point bears North 22°08'28" East; thence Easterly along said curve through a central angle of 8°31'00" an arc distance of 152.48 feet to the POINT OF BEGINNING; thence continue Easterly along said curve through a central angle of 02°41'17" an arc distance of 30.79 feet to a point of non-tangency; thence along the last described curve South 06°26'25" West 24.88 feet; thence North 87°48'31" West 43.68 feet; thence South 83°42'27" West 3.01 feet; thence North 02°45'58" East 58.43 feet; thence South 77°14'54" East 3.33 feet; thence North 02°45'58" East 43.48 feet to the POINT OF BEGINNING.

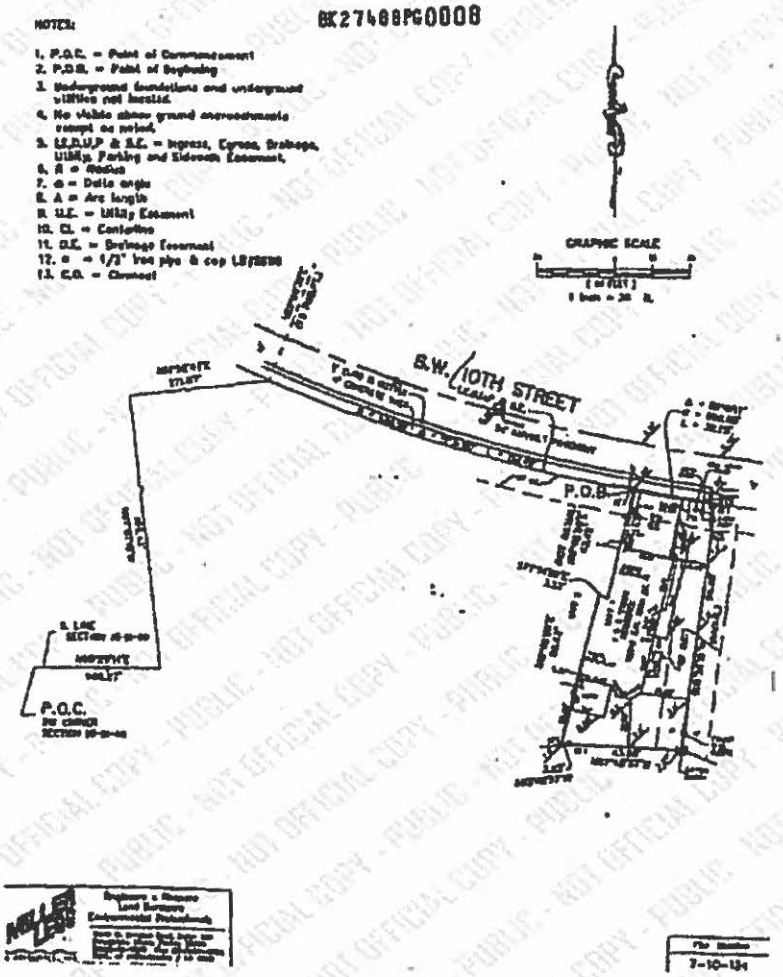
Basis of bearing is North 88°29'14" East along the South line of Section 18, Township 51 South, Range 40 East.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 3041 square feet (0.070 acres) more or less.

BK27408PG0008

NOTES:

1. P.O.C. = Point of Commencement
2. P.O.B. = Point of Beginning
3. Underground foundations and underground utilities not located.
4. No visible above ground improvements except as noted.
5. U.E.,D.U.P & I.E. = Ingress, Egress, Drainage, Utility, Parking and Sidewalk Easement.
6. R = Radius
7. Δ = Delta angle
8. A = Arc length
9. U.E. = Utility Easement
10. C.L. = Centerline
11. D.E. = Drainage Easement
12. ● = 1/2" iron pipe & cap LB#3598
13. C.O. = Cleanout



COURTYARDS OF GRAND PALMS

CERTIFICATE OF APPROVAL FOR SALE OF UNIT

Pursuant to the provisions of the Declaration of Covenants and Restrictions of The Courtyards of Grand Palms, the sale

By: MARCOS BENCID

To: TERRI PAGE

of the following-described property located, situate and being in Broward County, Florida, to-wit:

15842 SW 10 Street
Pembroke Pines, FL

is hereby approved.

IN WITNESS WHEREOF, the undersigned representative of The Courtyards of Grand Palms Association, Inc. has set his/her hand and seal on behalf of the Association, this 24 day of October, 2004.

DEBRA HARTMAN, Vice-President

State of Florida

County of Broward

Before me, the undersigned authority, personally appeared DEBRA HARTMAN, as Vice-President of The Courtyards of Grand Palms Association, Inc. who executed the foregoing Certificate for the uses and purposes therein expressed.

WITNESS my hand and official in the County and State last aforesaid this 25 day of October, 2004.

Notary Public

Notary Seal

TRACY M FALKOWSKI
MY COMMISSION # CC 988044
EXPIRES: December 13, 2004
Bonded Thru Notary Public Underwriters

98-000694 T#001
01-02-98 11:10AM

$ 959.70
DOCU. STAMPS-DEED

RECVD. BROWARD CNTY

COUNTY ADMIN.

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
9050 Pines Boulevard, Suite 250
Pembroke Pines, Florida 33024

TRI COUNTY - WILL CALL

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 19th day of December, 1997, by and between SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership ("Grantor"), whose address is 9050 Pines Boulevard, Suite 250, Pembroke Pines, Florida, 33024, and Marcos Bencid, a married man ("Grantee"), whose address is 15842 S.W. 10th Street, Pembroke Pines, Florida, 33027. Grantee's Social Security Number(s) is/are _____.

WITNESSETH: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, forever, the following described real property located in Broward County, Florida, to-wit:

Building No. 20, Unit 1, of Parcel 12, of Grand Palms, being a portion of Parcel "A" of Hollywood Lakes Country Club And Resort, according to the Plat thereof recorded in Plat Book 139, at Page 29, of the Public Records of Broward County, Florida, as more particularly described on Exhibit "A" attached hereto.

Property Appraiser's Parcel Identification No.: [redacted]

together with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to the following: (i) Taxes for the year 1998 and subsequent years, (ii) Conditions, restrictions, limitations, reservations, agreements, declarations, dedications and easements of record, (iii) Existing zoning ordinances, (iv) Pending governmental liens, and (v) Facts that an accurate survey or personal inspection would disclose.

AND said Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none others.

WITNESSES:

(1) Witness Signature

Type or Print Witness Name

(2) Witness Signature

Type or Print Witness Name

SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership

By: SHELBY HOMES AT THE COURTYARDS, INC., a Florida corporation, as General Partner

By: _____
Robert Shelley, President

OR 27488P0006

32

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of December, 1997 by Robert Shelley, as President of SHELBY HOMES AT THE COURTYARDS, INC., a Florida corporation, General Partner of SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
JENNIFER MARCUS-TOYOTA
COMMISSION # CC 481368
EXPIRES FEB 17 1999
ATLANTIC BONDING CO., INC.

8K27488PG0007

PARCEL 12 BUILDING 20 UNIT 1

SHEET 1 OF 2

SKETCH OF BOUNDARY SURVEY FOR:

SHELBY HOMES

(SEE SHEET 2 OF 2 FOR LOCATION MAP AND CERTIFICATE)

Description : (UNIT 1)

A portion of Parcel 'A' of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" according to the Plat thereof as recorded in Plat Book 139, Page 29 of the Public Records of Broward County, Florida, said portion being more particularly described as follows: COMMENCE at the Southwest corner of Section 18, Township 51 South, Range 40 East; thence along the South line of said Section 18, North 89°29'14" East 903.27 feet; thence North 07°07'15" West 108.43 feet; thence North 82°52'47" East 271.87 feet to a point on a 538.00 foot radius non-tangent curve concave to the North whose radius point bears North 22°08'32" East; thence Easterly along said curve through a central angle of 12°31'00" an arc distance of 152.48 feet to the POINT OF BEGINNING; thence continue Easterly along said curve through a central angle of 02°41'17" an arc distance of 32.73 feet to a point of non-tangency; thence radial from the last described curve South 05°56'15" West 96.98 feet; thence North 87°48'37" West 43.68 feet; thence South 83°42'37" West 3.03 feet; thence North 12°45'08" East 59.43 feet; thence South 77°14'52" East 3.33 feet; thence North 12°45'08" East 43.49 feet to the POINT OF BEGINNING.

Bearing is North 89°29'14" East along the South line of Section 18, Township 51 South, Range 40 East.

Said lands situate, lying, and being in the City of Pembroke Pines, Broward County, Florida and containing 3941 square feet (0.090 acres) more or less.

BK27488PG0008

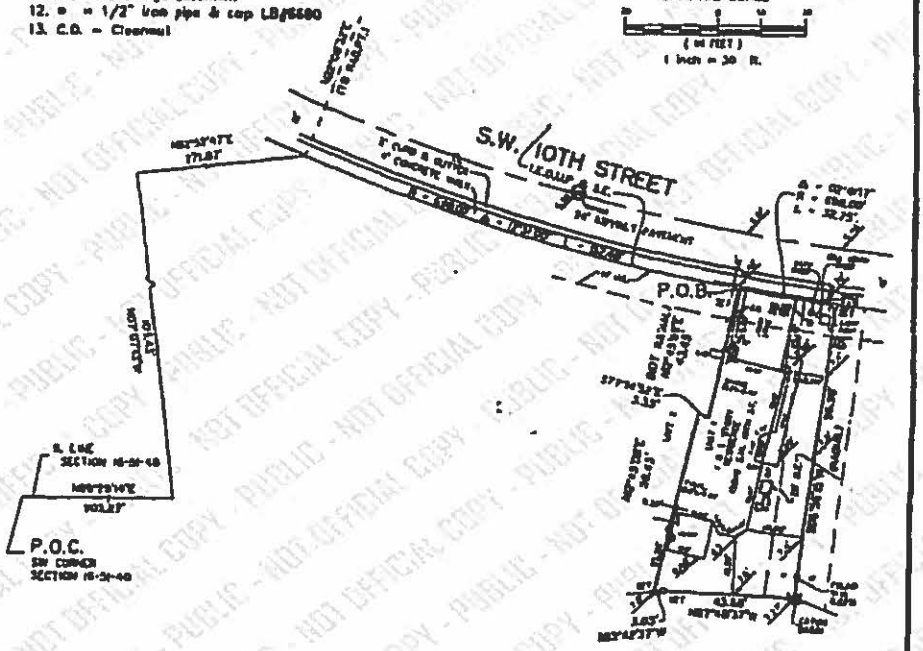
NOTES:

1. P.O.C. = Point of Commencement
2. P.O.B. = Point of Beginning
3. Underground foundations and underground utilities not located.
4. No visible above ground encroachments except as noted.
5. I.E.O.U.P & S.E. = Ingress, Egress, Drainage, Utility, Parking and Sidewalk Easement.
6. R = Radius
7. Δ = Delta angle
8. A = Arc length
9. U.E. = Utility Easement
10. CL = Centerline
11. D.E. = Drainage Easement
12. ● = 1/2" iron pipe & cap LB#6680
13. C.O. = Cleanout

GRAPHIC SCALE

(IN FEET)

1 inch = 50 ft.



MILLER LEGG

Engineers • Planners
Land Surveyors
Environmental Professionals

Exhibit "A"

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

PNC BANK

PNC Bank
P.O. Box 1820
Dayton, OH 45401-1820

Customer Service Contact Information
PNC Bank, B6-YM07-01-7
P.O. Box 1820
Dayton, Ohio 45401-1820
1-800-822-5626

[redacted]
TERRI PAGE
15842 SW 10 ST
PEMBROKE PINES, FL 33027

Loan Number: [redacted]
Letter Date: May 10, 2017

Property Address:
15842 SW 10 ST
PEMBROKE PINES, FL 33027

We understand that borrowers sometimes face challenges when it comes to making their payments.

The letter serves a formal notice that you have defaulted on your loan obligations.*

*PNC Bank, National Association is the servicer and owner, or authorized representative of the owner, of the mortgage on your loan. As such, it is our duty to provide this notice.

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: $2,286.14 for 11/1/2012 - 4/1/2016, $2,886.30 for 5/1/2016 - 5/1/2017

Monthly Payments Accrued:	$133,539.78
Late Charges Accrued:	$176.42
Non-Sufficient Funds:	$0.00
Other Fees[1]:	$1,377.00
Prior Attorney Fees and Cost:	$0.00
Total Amount Past Due:	**$135,093.20**

You may cure your default by paying $135,093.20 on or before June 9, 2017.

Please keep in mind that if the total amount is not received before your next payment is due, you must also include that payment, plus any late charges that would be due.

If you do not make this payment by the date specified, we may exercise our rights to accelerate the full balance due on your account, which means all sums would be immediately due. Further, this matter may be referred to our foreclosure counsel or a foreclosure trustee for whatever action is deemed appropriate and necessary. Such action may include foreclosure by judicial proceeding or the invocation of the power of sale, depending on the foreclosure process authorized in the state in which the property is located. Should a foreclosure be initiated, and a sale of the property result, you may be liable for any outstanding balance, to the extent permitted under the terms of your note, security instrument, and applicable state and federal law.

[1] Priority Service\Document Fees, Property Inspections, Speedpay Fees

[redacted] May 10, 2017 [redacted]

To request information or notify us of an error regarding your account, please send a written request/notice to:
PNC Bank; PO Box 8807; Dayton, OH 45401-8807

It's important for you to know that you have the right to reinstate the mortgage after acceleration by paying the cure amount and any other fees associated with the default, to the extent that such fees are permitted under the terms of your note, security instrument, and/or applicable state and/or federal law. In addition, if a foreclosure by judicial proceeding is initiated, you have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure. If foreclosure is invoked by a power of sale clause, you have the right to bring a court action to assert the non-existence of a default or any other defense you may have to the acceleration and foreclosure.

Keep in mind that any payments applied to your loan after the date of this notice will not delay any proceedings on our part, unless the default has been corrected, as outlined above.

Call our Collection Center at 1-800-523-8654, Monday – Friday, 8.00 a.m. – 9.00 p.m. ET.

Enclosure: FAQ

This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against the property itself. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.

If you are requesting modified payments or other loss mitigation, please note that normal collection activity, collection litigation and/or foreclosure activity may continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options.

XC950

REPRESENTATION OF PRINTED DOCUMENT

PNC BANK

Frequently Asked Questions for Additional Guidance.

As you go through the process of trying to resolve your account, you may receive additional communications from PNC Bank, National Association.

Q1. I am attempting to resolve my delinquent loan with PNC Bank. Why am I receiving this letter?

Answer: PNC Bank is anxious to assist you. Please submit a completed workout package by fax or mail.

PNC Bank
Attention: Central Receipts, B6-YM10-01-1,
3232 Newmark Drive
Miamisburg, OH 45342.

Fax Number: 855-201-6325
For additional questions, call our Collection Center at 1-800-523-8654

Note that normal servicing of your referenced loan will continue, including collection and foreclosure activity until the default is cured.

Q2. What will happen if PNC agrees to a workout option?

Answer: The goal of any workout option is to prevent the foreclosure action from starting. The specific actions will depend on the agreed upon workout option.

Q3. What can I do to make sure all relevant PNC Bank solutions are explored to try and assist me?

Answer: The most important thing is to maintain contact with us. If we have already sent you a workout package, complete your documentation accurately, timely, and completely. Although this does not guarantee an approval, it will help facilitate a timely decision.

Q4. What should I do if I do not have all the past due amount that is required?

Answer: PNC Bank has several options that may be available to assist you.

For available options, call our Collection Center at 1-800-523-8654

Q5. Will I continue to receive calls attempting to collect the past due payments?

Answer: You may receive additional calls about your account. Discuss the status of the account with the caller to see if any additional information is needed.

Q6. If I have questions or concerns in regards to the package I've received, who should I contact?

Call our Collection Center at 1-800-523-8654

Q7. Can I go to my local PNC Bank branch to discuss my account?

Answer: We recommend you contact PNC Bank to better serve your needs.

Call our Collection Center at 1-800-523-8654

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

December 13, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellee's amended appendix to the answer brief is stricken as not in compliance with Florida Rule of Appellate Procedure 9.220(c), which was amended effective October 1, 2017, in that the orientation of some of the pages was sideways and it was not bookmarked in compliance with Rule 9.220(c)(3). An amended appendix in compliance with Rule 9.220(c) shall be filed within two (2) days from the date of this order.

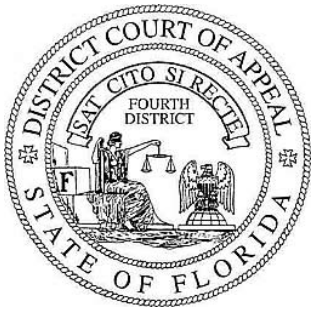
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



RECEIVED, 12/13/2018 4:26 PM, Clerk, Fourth District Court of Appeal

In the District Court of Appeal of Florida
Fourth District

CASE NO. **4D18-0816**
L.T. NO.: CACE0966227

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS

Appellant,

vs.

TERRI P. PAGE

Appellee.

ON APPEAL FROM THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

AMENDED APPENDIX TO APPELLE'S ANSWER BRIEF

INDEX

Appellee's Motion for Award of Attorney's Fees and to Tax Costs on Appeal).....AX-1

Order granting Appellee's Motion for Award of Attorney's Fees AX-2

Verified Complaint to Foreclose Mortgage (Case No: CACE17015320).....AX-3

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on December 12, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

NEUSTEIN LAW GROUP, P. A.
18305 Biscayne Blvd., Suite 250
Aventura, Florida 33160
T: (305) 531-2545 F: (305) 531-2365
Email 1: NLGLaw@yahoo.com
Email 2: Gabrielle@neusteinlaw.com

By:/s/ Nicole Moskowitz
Nicole Moskowitz, Esq.
Fla. Bar No. 56570

AX-1

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

CASE NO: 4D15-0959
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY, etc.

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE

Appellee(s)/Respondent(s),

_____/

APPELLEE'S MOTION FOR AWARD OF ATTORNEY'S FEES AND TO TAX COSTS ON APPEAL

Pursuant to Rule 9.400(b), Florida Rules of Appellate Procedure, Appellee, TERRI P. PAGE, respectfully moves this Court for an award of attorney's fees on appeal and as grounds state that:

1. This motion is being filed concurrently with Appellee's Answer Brief.
2. That the note and mortgage sued upon, in the lower tribunal foreclosure proceedings, provide for an award of attorney's fees and costs.
3. Should Appellee be the prevailing party in this appeal, she is entitled to an award/payment by Appellant of their attorney's fees and costs incurred on appeal.

WHEREFORE, Appellee moves this Honorable Court to enter an Order awarding attorney's fees and costs on appeal against Appellant, with the amount of

such fees to be determined and assessed by the lower court in accordance with Rule 9.400(b), Florida Rules of Appellate Procedure.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Florida Bar No.:56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been served on February 4, 2016 to: Mark Morales, Esq., Florida Foreclosure Attorneys, PLLC, 4855 Technology Way, Suite 630, Boca Raton, FL 33431; E-Mail: emailservice@ffapllc.com; mmorales@ffapllc.com.

NEUSTEIN LAW GROUP, P. A.
18305 Biscayne Boulevard, Suite 250
Aventura, FL 33160
T: (305) 531-2545 F: (305) 531-2365
E-mail 1: NLGLaw@yahoo.com
E-mail 2: Marissa@neusteinlaw.com

By: /s/ Nicole Moskowitz
Nicole Moskowitz, Esq., Fla. Bar #56570

AX-2

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

July 07, 2016

CASE NO.: 4D15-0959
L.T. No.: CACE 09-66227

DEUTSCHE BANK TRUST COMPANY, etc. v. TERRI P. PAGE, et al.

Appellant / Petitioner(s) Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellee's February 4, 2016 motion for attorney's fees is granted. On remand, the trial court shall set the amount of the attorney's fees to be awarded for this appellate case. If a motion for rehearing is filed in this court, then services rendered in connection with the filing of the motion, including, but not limited to, preparation of a responsive pleading, shall be taken into account in computing the amount of the fee; further,

ORDERED that the motion for costs filed by Nicole Moskowitz is denied without prejudice to seek costs in the trial court.

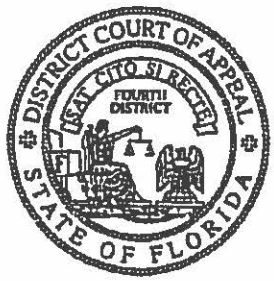
Served:

cc: Charles Louis Neustein
William L. Noriega
Clerk Broward
Nicole Moskowitz
Stephen Stratley
William C. Slabaugh
Irvin Wayne Nachman
Mark Morales

lc

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



AX-3

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

DEUTSCHE BANK TRUST COMPANY AMERICA'S, AS TRUSTEE FOR RESIDENTIAL ACCREDIT LOANS, INC MORTGAGE ASSET-BACKED PASS THROUGH CERTIFICATES SERIES 2006-QS6,
Plaintiff,
vs.

CASE NO.:
DIVISION:

MARCOS BENCID; TERRI PAGE; LUISA BELILTY BENZAQUEN; THE COURTYARDS OF GRAND PALMS ASSOCIATION, INC.; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; UNKNOWN PARTY #1, UNKNOWN PARTY #2, UNKNOWN PARTY #3, and UNKNOWN PARTY #4 THE NAMES BEING FICTITIOUS TO ACCOUNT FOR PARTIES IN POSSESSION,
Defendant(s).
_____/

VERIFIED MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, Deutsche Bank Trust Company America's, as Trustee for Residential Accredit Loans, Inc Mortgage Asset-Backed Pass Through Certificates Series 2006-QS6, sues Defendants, Marcos Bencid; Terri Page; Luisa Belilty Benzaquen; The Courtyards of Grand Palms Association, Inc.; Any and All Unknown Parties Claiming By, Through, Under, and Against the Herein Named Individual Defendant(s) Who Are Not Known to be Dead or Alive, Whether Said Unknown Parties May Claim an Interest as Spouses, Heirs, Devisees, Grantees, or Other Claimants; Unknown Party #1, Unknown Party #2, Unknown Party #3 and Unknown Party #4, the names being fictitious to account for parties in possession, and alleges:

COUNT I - MORTGAGE FORECLOSURE

1. This is an in rem action to foreclose a mortgage on real property (hereinafter 'Property') located and situated in Broward County, Florida.

2. On March 27, 2006, there was executed and delivered a Promissory Note ("Note") and a Mortgage securing the payment of the Note. The Mortgage was recorded on April 12, 2006, in Official Records Book 41807 at Page 302 of the Public Records of Broward County, Florida, (All subsequent recording references are to the public records of Broward County, Florida) and mortgaged the real and personal property ("Property") described therein, then owned by and in possession of the Mortgagor(s). Copies of the original Mortgage Note and Mortgage are attached hereto and incorporated herein as an Exhibit.

3. Plaintiff is in physical possession of the Note endorsed to Plaintiff which is the subject of this action and therefore, is the holder of that Note.

4. The Property is now owned of record by Defendant(s), Terri Page.

5. The Note and Mortgage are in default. The required installment payment of November 1, 2012, was not paid, and no subsequent payments have been made. The Mortgage is contractually due for the November 1, 2012 payment. The last payment received was applied to the October 1, 2012 installment, and no subsequent payments have been applied to the loan.

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

7. Plaintiff must be paid $307,935.31 in principal on the Note and Mortgage, together with interest from October 1, 2012, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.

8. All conditions precedent to the acceleration of the Note and foreclosure of the Mortgage have been performed or have occurred.

9. Plaintiff has retained the law firm of Albertelli Law in this action and is obligated to pay it a reasonable fee for its services in bringing this action as well as all costs of collection. Plaintiff shall be entitled to an award of any fees and costs incurred in this action based on the terms of the instruments upon which this action is based.

10. The interests of each Defendant are subject, subordinate, and inferior to the right, title, interest, and lien of Plaintiff's Mortgage, unless as otherwise provided for by law.

11. Marcos Bencid may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of defects in that certain Warranty Deed recorded in Official Records Book 38782 at Page 1114 relating to a defective legal description, which defect renders the deed ineffective to convey the property. A reformation count has been included in our foreclosure action to correct said defect, or may otherwise claim an interest in the Property.

12. Terri Page may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Warranty Deed recorded in Official Records Book 38782, Page 1114; re-recorded in Official Records Book 39158, Page 350, or may otherwise claim an interest in the Property.

13. Luisa Belilty Benzaquen may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of defects in that certain Warranty Deed recorded in Official Records Book 38782 at Page 1114 relating to a defective legal description, which defect renders the deed ineffective to convey the property. A reformation count has been included in our foreclosure action to correct said defect, or may otherwise claim an interest in the Property.

14. The Courtyards of Grand Palms Association, Inc. may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of any lien filed pursuant to the Declaration of Covenants and Restrictions and any amendments thereto, or may otherwise claim an interest in the Property.

15. Unknown Party #1, Unknown Party #2, Unknown Party #3 and Unknown Party #4, the names being fictitious to account for parties in possession who may claim some interest in the Property that is the subject of this foreclosure action by virtue of an unrecorded lease or purchase option, by virtue of possession, homestead rights not readily apparent from a review of the public records or may otherwise claim an interest in the Property. The names of these Defendants are currently unknown to the Plaintiff. However, any such claim or demand is inferior to the lien of the Mortgage.

WHEREFORE, Plaintiff requests that the Court ascertain the amount due Plaintiff for principal and interest on the Note and Mortgage and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Note and Mortgage are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy Plaintiff's mortgage lien in accordance with the provisions of Section 45.031, Florida Statutes (1999); that the rights, title and

interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Section 697.07, Florida Statutes (1995); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

COUNT II – REFORMATION OF WARRANTY DEED

16. This is an action to reform a WARRANTY DEED that has been recorded in the Public Records of Broward, Florida. This is an equitable action with no adequate remedy at law.

17. At all times material to this cause, Defendant owned real property (hereinafter 'Property') in Broward, Florida, more particularly described as follows:

BUILDING NUMBER 20, UNIT 1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A" OF HOLLYWOOD LAKES COUNTY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 139, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.
(UNIT 1)
A PORTION OF PARCEL 'A' OF "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 903.27 FEET; THENCE NORTH 07 DEGREES 07 MINUTES 13 SECONDS WEST 108.43 FEET; THENCE NORTH 82 DEGREES 52 MINUTES 47 SECONDS EAST 271.87 FEET TO A POINT ON A 698.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 22 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 00 SECONDS AN ARC DISTANCE OF 152.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 41 MINUTES 17 SECONDS ON AN ARC DISTANCE OF 32.75 FEET TO A POINT OF NON-TANGENCY; THENCE RADIAL FROM THE LAST DESCRIBED CURVE SOUTH 06 DEGREES 56 MINUTES 15 SECONDS WEST 96.98 FEET; THENCE NORTH 87 DEGREES 48 MINUTES 37 SECONDS WEST 43.68 FEET; THENCE SOUTH 83 DEGREES 42 MINUTES 37 SECONDS WEST 3.83 FEET; THENCE NORTH 12 DEGREES 45 MINUTES 08 SECONDS EAST 59.43 FEET; THENCE SOUTH 77 DEGREES 14 MINUTES 52 SECONDS EAST 3.33 FEET; THENCE NORTH 12 DEGREES 45 MINUTES 08 SECONDS EAST 43.49 FEET TO THE POINT OF BEGINNING.
BASIS OF BEARING IS NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST.
SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 3941 SQUARE FEET (0.090 ACRES) MORE OR LESS.

This is evidenced by a true and correct copy of the SPECIAL WARRANTY DEED as shown recorded in Official Records Book 27488 at Page 6, attached hereto as an exhibit.

18. On November 4, 2004, Marcos Benoid and Luisa Belilty Benzaquen, executed and delivered to Terri Page, a WARRANTY DEED that was recorded in Official Records Book 39158, Page 350, of the Public Records of Broward, Florida.

19. Inadvertently, and contrary to the clear intentions of the parties to the WARRANTY DEED, a scrivener's error resulted from mutual mistake. Consequently, the legal description contained the following underlined and highlighted error:

BUILDING NUMBER 20, UNIT 1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A" OF HOLLYWOOD LAKES COUNTY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 139, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.

20. Based on these errors, the document may not accurately reflect the intentions of the parties to the WARRANTY DEED.

21. Equity requires that this Court reform the legal description to conform with the legal description set forth in paragraph seventeen (17) above.

22. The reformation sought will not prejudice any parties to this action.

WHEREFORE, Plaintiff requests that the Court reform the legal description in the WARRANTY DEED to correct the scrivener's error and to reflect the true intentions of the parties.

FLA. R. CIV. P. 1.115(e) VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

This the 31 day of July, 2017.

By: PNC Bank, N.A

Signature: Sharon Lynch

Printed Name: Sharon Lynch

Title: Authorized Signer

PNC Bank, National Association as attorney in fact for Deutsche Bank Trust Company America's, as Trustee for Residential Accredit Loans, Inc. Mortgage Asset-Backed Pass Through Certificates Series 2006-QS6

Plaintiff, by and through the undersigned attorney, prays this honorable Court grant the above requested relief and such other relief deemed appropriate and just.

Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743
(813) 221-9171 facsimile
eService: servealaw@albertellilaw.com

By: _____
Brittany Gramsky, Esq.
Florida Bar #95589

17-015140 -cr

[redacted]

NOTE

March 27, 2006 (Date) | HOLLYWOOD (City) | FL (State)

15842 SW 10 ST., PEMBROKE PINES, Florida 33027

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 308,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

National City Mortgage a division of National City Bank of Indiana

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 6.875 %.

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 May 1st 2006 . 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 April 1 2036 , 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. $ 2,023.35 .

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.

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 5.000 % 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

TRAI PAGE
262989014

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

PAY TO THE ORDER OF
NATIONAL CITY MORTGAGE CO
A SUBSIDIARY OF NATIONAL CITY BANK OF INDIANA
WITHOUT RECOURSE
NATIONAL CITY MORTGAGE a division of
NATIONAL CITY BANK OF INDIANA
Hilda Callizo-Grau
HILDA CALLIZO-GRAU
DOCUMENT CONTROL SPECIALIST

PAY TO THE ORDER OF
RESIDENTIAL FUNDING CORPORATION
WITHOUT RECOURSE
NATIONAL CITY MORTGAGE CO
A SUBSIDIARY OF NATIONAL CITY BANK
OF INDIANA
[Sign Original Only]
Hilda Callizo-Grau
HILDA CALLIZO-GRAU
DOCUMENT CONTROL SPECIALIST

-SN(FL) (0005) Page 3 of 3 Form 3210 1/01

PAY TO THE ORDER OF
Deutsche Bank Trust Company Americas as Trustee
WITHOUT RECOURSE
Residential Funding Corporation
BY Judy Faber
Judy Faber, Vice President

INTEREST ONLY PAYMENT PERIOD NOTE ADDENDUM
(Fixed Rate Loans)

THIS ADDENDUM TO NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.

(Not to be Used for Texas Homestead Loans Unless Proceeds Used Only for Purchase Money or Refinance of Purchase Money)

This Interest Only Payment Period Note Addendum is made this 27th day of March 2006 and is incorporated into and shall be deemed to amend and supplement the Note of the same date (the "Note") given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to National City Mortgage a division of National City Bank of Indiana.

(the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date and covering the property described in the Security Instrument and located at: 15862 SW 10 ST., PEMBROKE PINES, Florida, 33027.

ADDITIONAL COVENANTS: Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower further covenants and agrees as follows:

1. The Note is modified to provide for 120 payments of interest only ("Interest Only Payment Period") at the interest rate stated in Section 2 of the Note. Sections 3, 4 and 6 of the Note are restated as follows:

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest during the Interest Only Payment Period, and principal and interest thereafter, by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 2006, 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, if the payment includes both principal and interest, it will be applied to interest before principal. If, on April 1st 2016 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

The first 120 monthly payments will be in the amount of U.S.$ 1,764.58 ("Interest Only Payments") and thereafter will be in the amount of U.S.$ 2,364.87. The Note Holder will notify me prior to the date of the change in monthly payment amount.

No payments of principal are due during the Interest Only Payment Period. The Interest Only Payments will not reduce the principal amount of this Note.

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 unless the Note Holder agrees in writing to those changes.

If I make a partial Prepayment during the Interest Only Payment Period, the amount of the monthly payment will decrease for the remainder of the Interest Only Payment Period as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the time that my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of my 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 interest, during the Interest Only Payment Period, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

II. All other provisions of the Note are unchanged by this Interest Only Payment Period Note Addendum and remain in full force and effect.

By signing below, Borrower accepts and agrees to the terms and conditions contained in the Interest Only Payment Period Note Addendum.

_____(Seal)
Borrower
TERRI PAGE

_____(Seal)
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

I understand that if I only make Interest Only Payments during the Interest Only Payment Period, at the end of the Interest Only Payment Period the principal balance will not be reduced.

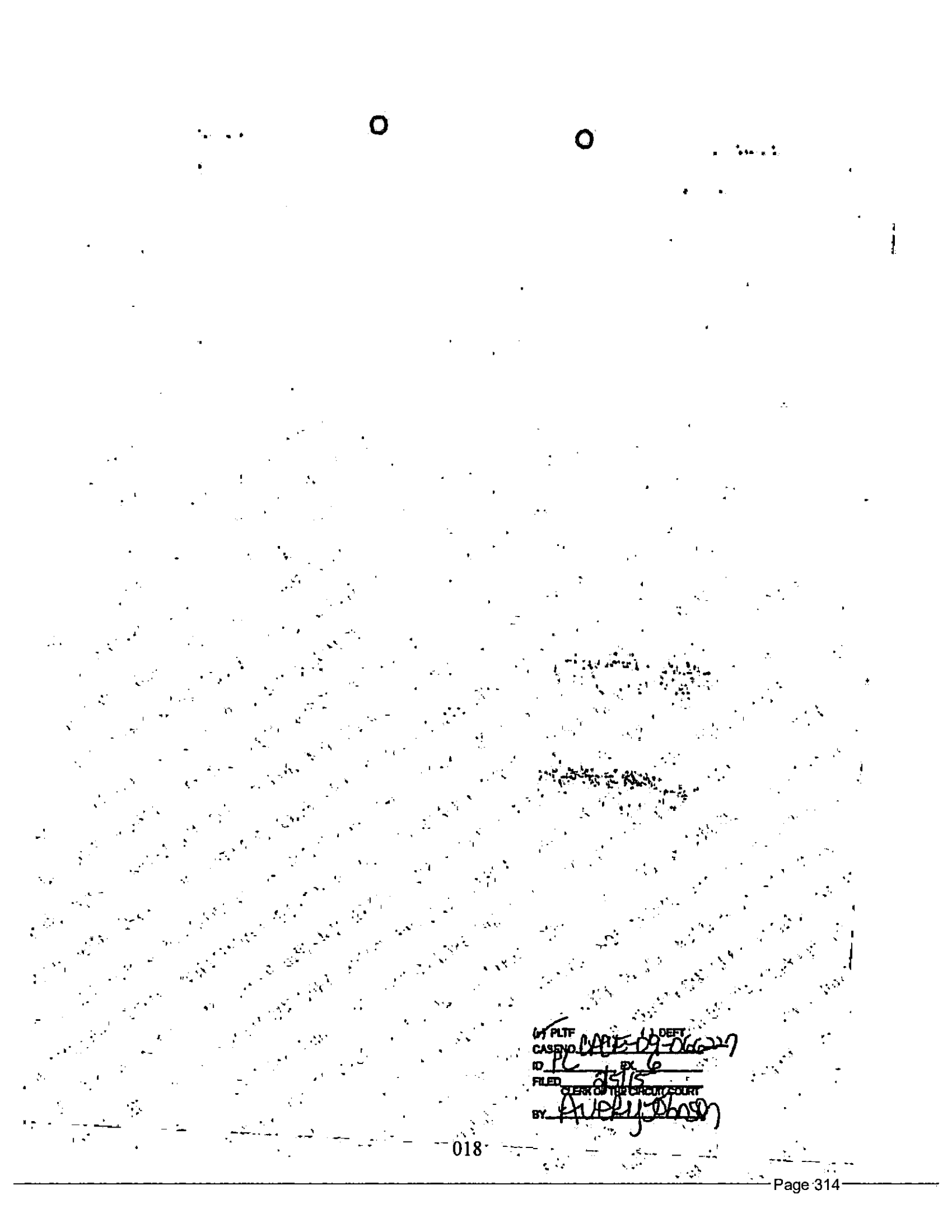
_____(Seal)
Borrower
TERRI PAGE

_____(Seal)
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

Addendum to Fixed Rate Note Interest Only Payments
IOPFNA2 (Rev. 02/2005)


(✓) PLTF ( ) DEFT
CASE NO. LACE-09-06627
ID PL EX. 6
FILED 4/5/15
CLERK OF THE CIRCUIT COURT
BY

CFN # 105967993, OR BK 41807 Page 302, Page 1 of 20, Recorded 04/12/2006 at 04:49 PM, Broward County Commission, Doc M: $1078.00 Int. Tax $616.00 Deputy Clerk 2130

Return To:
National City Bank of Indiana

P.O. Box 8998
Dayton, OH 45401-8998

This document was prepared by:
TAKESHA JACKSON
National City Bank of Indiana

P.O. Box 8998
Dayton, OH 45401-8998

RECORD AND RETURN TO: [Space Above This Line For Recording Data] [redacted]
MICHELLE LAWHORN
Countryline Title Group
8220 Hollywood Blvd • Suite 110
Hollywood, FL 33024

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 March 27, 2006 together with all Riders to this document.
(B) "Borrower" is

TERRI PAGE A Single Woman

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is National City Mortgage a division of National City Bank of Indiana
Lender is a National Banking Association organized and existing under the laws of United States

[redacted]

Order: QuickView_Property
Doc: FLBROW:41807-00302~12011

Page 1 of 20 Requested By: mikeb, Printed: 6/21/2017 11:04 AM

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 March 27, 2006
The Note states that Borrower owes Lender
THREE HUNDRED EIGHT THOUSAND & 00/100 Dollars
(U.S. $ 308,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2036
(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	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment 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.

020

(G) "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.
(H) "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]:

SEE ATTACHED SCHEDULE -A- LEGAL DESC.

Parcel ID Number: which currently has the address of [Street]
13942 SW 10 ST.,
PEMBROKE PINES (City), Florida 33027 [Zip Code]
("Property Address"):

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."

LEGAL DESCRIPTION

Building No. 20, Unit No. 1, of PARCEL 12, of GRAND PALMS, being a portion of Parcel "A", of HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, a subdivision according to the Plat or map thereof, recorded in Plat Book 139, Page 29, of the Public Records of BROWARD County, Florida, as more particularly described on Exhibit "A" hereto.

Description: Unit 1:

A portion of Parcel "A", of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT", a subdivision according to the plat or map thereof, recorded in Plat Book 139, Page 29, of the Public Records of BROWARD County, Florida, said portion being more particularly described as follows:

Commence at the Southwest corner of Section 16, Township 51 South, Range 40 East;

thence along the South line of said Section 16, North 89 degrees, 29 minutes, 14 seconds East, 903.27 feet;

thence North 07 degrees, 07 minutes, 13 seconds West, 188.43 feet;

thence North 82 degrees, 32 minutes, 47 seconds East 271.87 feet to a Point on a 698.00 feet radius non-tangent curve concave to the North, whose radius point bears North 32 degrees, 08 minutes, 32 seconds East;

thence Easterly along said curve through a central angle of 12 degrees, 31 minutes, 00 seconds an arc distance of 152.43 feet to a Point of Beginning;

thence continue Easterly along said curve through a central angle of 02 degrees, 41 minutes, 17 seconds an arc distance of 32.75 feet to the Point of Non-tangency;

thence radial from the last described curve South 05 degrees, 56 minutes, 15 seconds West, 96.98 feet;

thence North 87 degrees, 48 minutes, 37 seconds West, 43.68 feet;

thence South 83 degrees, 42 minutes, 37 seconds West, 2.83 feet;

thence North 13 degrees, 45 minutes, 08 seconds East, 39.43 feet;

thence South 77 degrees, 14 minutes, 52 seconds East, 3.33 feet;

thence North 13 degrees, 45 minutes, 08 seconds East, 63.69 feet to the Point of Beginning.

Basis of bearing is North 89 degrees, 29 minutes, 14 seconds East, along the South line of Section 16, Township 51 South, Range 40 East.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 3941 square feet (0.090 acres) more or less.

BORROWER COVENANTS that Borrower is lawfully seised 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

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.

4. 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

Order: QuickView_Property
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Page 8 of 20
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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

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.

028

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

029

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,

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Doc: FLBROW:41807-00302~12011
Page 13 of 20
Requested By: mkeb, Printed: 6/21/2017 11:04 AM

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

032

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.

033

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:

TERRI PACE (Seal) -Borrower

MICHELLE LAWHORN (Address)

(Seal) -Borrower

(Address)

(Seal) -Borrower (Seal) -Borrower

(Address) (Address)

(Seal) -Borrower (Seal) -Borrower

(Address) (Address)

(Seal) -Borrower (Seal) -Borrower

(Address) (Address)

Form 3010 1/01

STATE OF FLORIDA, County of: Broward
The foregoing instrument was acknowledged before me this 27th day of March 2006 by
TERRI PAGE

who is personally known to me or who has produced Photo Id as identification.

Michelle R. Lawlor
Notary Public

MICHELLE L. LAWLOR
MY COMMISSION # DD 302114
EXPIRES: July 15, 2009

-6(FL) (0008).01 Page 16 of 18 Initials: Form 3010 1/01

[redacted]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 27th day of March 2005, 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 a division of
National City Bank of Indiana

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

15842 SW 10 ST., PEMBROKE PINES, Florida 33027

[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
HOLLYWOOD LAKES COUNTRY CLUB & RESORT

[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.

[redacted]

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.

Initials:

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

_____ (Seal) -Borrower

TERRI PAGE

(Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

CFN # 109197753, OR BK 46929 Page 1672, Page 1 of 2, Recorded 03/10/2010 at 11:37 AM, Broward County Commission, Deputy Clerk 3400

Prepared by: DAVID J. STERN, ESQ
Record & Return to: 900 South Pine Island
Road #200
Plantation, FL 33324-3920
[redacted]

Please space is for recording purposes only

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITYBANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA

Residingor locatedat C/ONATIONAL CITY BANK, 3232 NEWMARKDRIVE, MIAMISBURG, OH 45342 herein designated as the assignor, for and in consideration of the sum of $1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged does hereby grant, bargain sell, assign, transfer and seb ver unto DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-Q56 residingor located at: C/ONATIONAL CITY BANK, 3232 NEWMARKDRIVE, MIAMISBURG, OH 45342 herein designated as the assignee, the mortgage executed by TERRI PAGE, A SINGLE WOMAN recorded in BROWARD County, Florida in book 41807 and page 302 uncumbering the property more particularly described as follows:

BUILDING NO. 28, UNIT NO.1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A", OF HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, A SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF, RECORDED IN PLAT BOOK 139, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" HERETO.

DESCRIPTION: UNIT 1:

A PORTION OF PARCEL "A", OF "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT", A SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF, RECORDED IN PLAT BOOK 139, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 51 SOUTH, RANGE 40 EAST;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 14, NORTH 89 DEGREES, 29 MINUTES, 14 SECONDS EAST, 981.27 FEET;

THENCE NORTH 07 DEGREES, 07 MINUTES, 13 SECONDS WEST, 108.43 FEET;

THENCE NORTH 82 DEGREES, 52 MINUTES, 47 SECONDS EAST 271.87 FEET TO A POINT ON A 648.00 FEET RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH, WHOSE RADIUS POINT BEARS NORTH 22 DEGREES, 00 MINUTES, 32 SECONDS EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES, 51 MINUTES, 09 SECONDS AN ARC DISTANCE OF 152.48 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 03 DEGREES, 41 MINUTES, 17 SECONDS AN ARC DISTANCE OF 32.73 FEET TO A POINT OF NON-TANGENCY;

THENCE RADIAL FROM THE LAST DESCRIBED CURVE SOUTH 84 DEGREES, 54 MINUTES, 15 SECONDS WEST, 94.36 FEET;

THENCE NORTH 87 DEGREES, 48 MINUTES, 37 SECONDS WEST, 41.48 FEET;
THENCE SOUTH 83 DEGREES, 42 MINUTES, 37 SECONDS WEST, 3.83 FEET;
THENCE NORTH 12 DEGREES, 43 MINUTES, 08 SECONDS EAST, 39.83 FEET;
THENCE SOUTH 77 DEGREES, 34 MINUTES, 52 SECONDS EAST, 3.33 FEET;
THENCE NORTH 12 DEGREES, 43 MINUTES, 09 SECONDS EAST, 63.49 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 89 DEGREES, 29 MINUTES, 14 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 14, TOWNSHIP 51 SOUTH, RANGE 40 EAST.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 3941 SQUARE FEET 0.090 ACRES MORE OR LESS.

together with the note and each and every other obligation described in said

[redacted]

(2)

mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee forever, but without recourse on the undersigned.

Pursuant to the provisions of Sec. 689.071, Florida Statutes, the within named Trustee has the power and authority to protect, conserve and to sell, or to lease, or to encumber or otherwise to manage and dispose of the above-described mortgage and the real property encumbered thereby.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officer and its corporate seal to be hereto affixed, as of the 27 day of January, 2010 but effectively as of the 9th day of November, 2009.

Signed in the presence of:

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA
(CORPORATE SEAL)

ATTEST: Teresa S. Clapp, Assistant Vice President

BY: _____
PRINT NAME: Rebecca J. Brown
TITLE: Vice President

WITNESS: _____
Print Name: _____

WITNESS: _____
Print Name: _____

STATE OF Ohio
COUNTY OF Montgomery

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 27 day of January, 2010, within my jurisdiction the within named Rebecca J. Brown who is personally known to me or who produced _____ as identification and who acknowledged to me that (s)he is Vice President of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA and that for and on behalf of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA and that (s)he executed the above and foregoing instrument, after first having been duly authorized by PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of January, 2010.

_____
NOTARY PUBLIC

NOTARY PUBLIC STATE OF OHIO

CFN # 104781180, OR BK 39158 Page 350, Page 1 of 3, Recorded 03/02/2005 at 11:10 AM, Broward County Commission, Deputy Clerk 1004

SCRIVENORS NOTE: This Warranty Deed is being Re-recorded to add Exhibit A continuation to the Legal Description.

INSTR # 104803423
OR BK 39782 Pages 1114 - 1115
RECORDED 12/28/04 15:12:16
BROWARD COUNTY COMMISSION
DOC STAMPS: 3190.00
DEPUTY CLERK 1037
#1, 2 Pages

THIS INSTRUMENT PREPARED BY AND RETURN TO:
DARRAM "DEE" HARRISON
TRINITY TITLE & ESCROW COMPANY, INC.
901 SOUTH STATE ROAD 7
HOLLYWOOD, FL 33023

Property Appraisers Parcel Identification (Folio) Numbers:

Grantee SS #: [redacted]

Record & Return To:
Trinity Title & Escrow Co
901 S State Rd 7 #200
Hollywood, FL 33023

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 4th day of November, A.D. 2004 by MARCOS BENCID, A MARRIED MAN, JOINED BY HIS WIFE, and LUISA BELILTY BENZAQUEN, herein called the grantors, to TERRI PAGE, A SINGLE WOMAN whose post office address is 15842 SW 10TH STREET, PEMBROKE PINES, FL 33027, hereinafter called the Grantee.

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BROWARD County, State of Florida, viz:

Building No. 20, Unit No. 1, of PARCEL 19, of GRAND PALMS, being a portion of Parcel "A" of HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 130, at Page 28, of the Public Records of Broward County, Florida, as more particularly described on Exhibit "A" hereto.

Subject to easements, restrictions and reservations of record and to taxes for the year 2004 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Marcos Bencid L.S.
MARCOS BENCID
15842 SW 10TH STREET, PEMBROKE PINES, FL 33027

Luisa Belilty Benzaquen L.S.
LUISA BELILTY BENZAQUEN
15842 SW 10TH STREET, PEMBROKE PINES, FL 33027

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of November, 2004 by MARCOS BENCID and LUISA BELILTY BENZAQUEN who are personally known to me or have produced [redacted] as identification.

SEAL

Notary Signature

Printed Notary Signature

My Commission Expires:

No: [redacted]

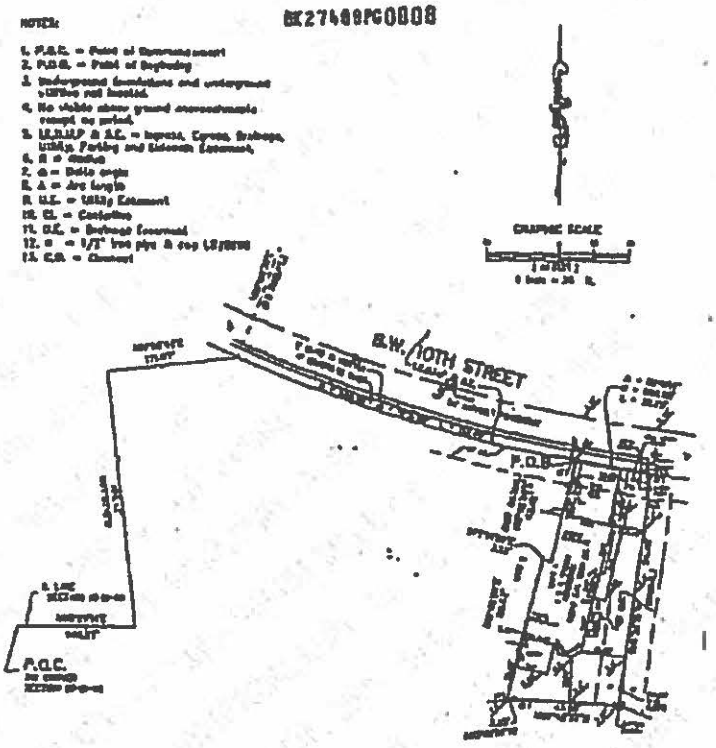
3
2

Exhibit "A"

File No. [redacted]

SHELBY HOMES

BK27488PG0008



COURTYARDS OF GRAND PALMS

CERTIFICATE OF APPROVAL FOR SALE OF UNIT

Pursuant to the provisions of the Declaration of Covenants and Restrictions of The Courtyards of Grand Palms, the sale

By: MARCOS BENCID

To: TERRI PAGE

of the following-described property located, situate and being in Broward County, Florida, to-wit:

15842 SW 10 Street
Pembroke Pines, FL

is hereby approved.

IN WITNESS WHEREOF, the undersigned representative of The Courtyards of Grand Palms Association, Inc. has set his/her hand and seal on behalf of the Association, this 26 day of October, 2004.

DEBRA HARTMAN, Vice-President

State of Florida

County of Broward

Before me, the undersigned authority, personally appeared DEBRA HARTMAN, as Vice-President of The Courtyards of Grand Palms Association, Inc. who executed the foregoing Certificate for the uses and purposes therein expressed.

WITNESS my hand and official in the County and State last aforesaid this 26 day of October, 2004.

Notary Public

Notary Seal

98-000694 T#001
01-02-98 11:10AM

$ 959.70
DOCU. STAMPS-DEED

RECVD. BROWARD CNTY

COUNTY ADMIN.

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
9050 Pines Boulevard, Suite 250
Pembroke Pines, Florida 33024

TRI COUNTY - WILL CALL

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 18th day of December, 1997, by and between SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership ("Grantor"), whose address is 9050 Pines Boulevard, Suite 250, Pembroke Pines, Florida, 33024, and Marcos Bencid, a married man ("Grantee"), whose address is 15842 S.W. 10th Street, Pembroke Pines, Florida, 33027. Grantee's Social Security Number(s) is/are _____.

WITNESSETH: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, forever, the following described real property located in Broward County, Florida, to-wit:

Building No. 20, Unit 1, of Parcel 12, of Grand Palms, being a portion of Parcel "A" of Hollywood Lakes Country Club And Resort, according to the Plat thereof recorded in Plat Book 139, at Page 29, of the Public Records of Broward County, Florida, as more particularly described on Exhibit "A" attached hereto.

Property Appraiser's Parcel Identification No.: [redacted]

together with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to the following: (i) Taxes for the year 1998 and subsequent years, (ii) Conditions, restrictions, limitations, reservations, agreements, declarations, dedications and easements of record, (iii) Existing zoning ordinances, (iv) Pending governmental liens, and (v) Facts that an accurate survey or personal inspection would disclose.

AND said Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none others.

WITNESSES:

(1) Witness Signature

Type or Print Witness Name

(2) Witness Signature

Type or Print Witness Name

SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership

By: SHELBY HOMES AT THE COURTYARDS, INC., a Florida corporation, as General Partner

By: _____
Robert Shelby, President

BK27488PG0006

32a

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of December, 1997 by Robert Shalley, as President of SHELBY HOMES AT THE COURTYARDS, INC., a Florida corporation, General Partner of SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

JENNIFER MARCUS-TOYOTA
MY COMMISSION # CC 481308
EXPIRES: [illegible]
ATLANTIC BONDING CO., INC.

BK27488PG0007

PARCEL 12 BUILDING 20 UNIT 1

SHEET 1 OF 2

SKETCH OF BOUNDARY SURVEY FOR

SHELBY HOMES

(SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION AND CERTIFICATE)

Description : PARCEL 12

A portion of Parcel "A" of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" according to the Plat thereof as recorded in Plat Book 178, Page 29 of the Public Records of Broward County, Florida, said portion being more particularly described as follows:

COMMENCE at the Southwest corner of Section 18, Township 51 South, Range 40 East; thence along the South line of said Section 18, North 89°29'16" East 1013.27 feet; thence North 07°07'15" West 108.43 feet; thence North 82°32'41" East 271.87 feet to a point on a 1393.00 foot radius non-tangent curve concave to the North whose radius point bears North 23°08'32" East; thence Easterly along said curve through a central angle of 12°31'02" an arc distance of 152.48 feet to the POINT OF BEGINNING; thence continue Easterly along said curve through a central angle of 02°41'17" an arc distance of 32.73 feet to a point of reverse curve; thence radial from the last described curve South 08°50'15" West 96.00 feet; thence North 81°40'37" West 41.58 feet; thence South 83°42'37" West 3.03 feet; thence North 12°45'38" East 58.43 feet; thence South 77°14'32" East 3.33 feet; thence North 12°45'38" East 41.49 feet to the POINT OF BEGINNING.

Bears of bearing is North 89°29'16" East along the South line of Section 18, Township 51 South, Range 40 East.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 3841 square feet (0.088 acres) more or less.

BK27488PG0008

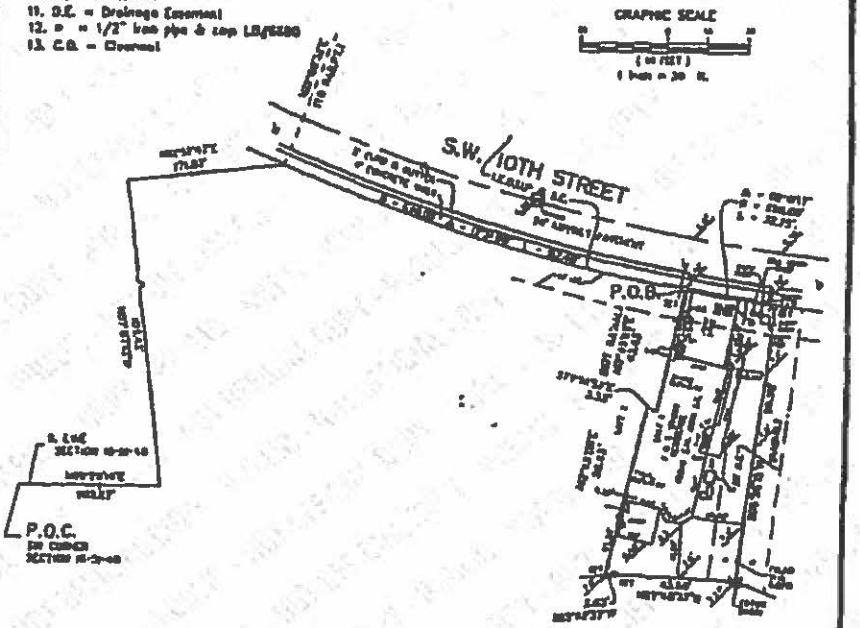
NOTES:

1. P.O.C. = Point of Commencement
2. P.O.B. = Point of Beginning
3. Underground foundations and underground utilities not located.
4. No visible above ground encroachments except as noted.
5. I.E.P.U.P & S.E. = Ingress, Egress, Drainage, Utility, Parking and Sidewalk Easement.
6. R = Radius
7. Δ = Delta angle
8. A = Arc length
9. U.E. = Utility Easement
10. ℄ = Centerline
11. D.E. = Drainage Easement
12. ● = 1/2" iron pipe & cap LB#6280
13. C.B. = Chainset

GRAPHIC SCALE

(IN FEET)

1 inch = 30 ft.



Engineers • Planners
Land Surveyors
Environmental Professionals

File Number

Exhibit "A"

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

REPRESENTATION OF PRINTED DOCUMENT

PNC BANK

PNC Bank
P.O. Box 1820
Dayton, OH 45401-1820

Customer Service Contact Information
PNC Bank, B6-YM07-01-7
P.O. Box 1820
Dayton, Ohio 45401-1820
1-800-822-5626

[redacted]
TERRI PAGE
15842 SW 10 ST
PEMBROKE PINES, FL 33027

Loan Number: [redacted]
Letter Date: May 10, 2017

Property Address:
15842 SW 10 ST
PEMBROKE PINES, FL 33027

We understand that borrowers sometimes face challenges when it comes to making their payments.

The letter serves a formal notice that you have defaulted on your loan obligations.*

*PNC Bank, National Association is the servicer and owner, or authorized representative of the owner, of the mortgage on your loan. As such, it is our duty to provide this notice.

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: $2,286.14 for 11/1/2012 - 4/1/2016, $2,886.30 for 5/1/2016 - 5/1/2017

Monthly Payments Accrued:	$133,539.78
Late Charges Accrued:	$176.42
Non-Sufficient Funds:	$0.00
Other Fees[1]:	$1,377.00
Prior Attorney Fees and Cost:	$0.00
Total Amount Past Due:	**$135,093.20**

You may cure your default by paying $135,093.20 on or before June 9, 2017.

Please keep in mind that if the total amount is not received before your next payment is due, you must also include that payment, plus any late charges that would be due.

If you do not make this payment by the date specified, we may exercise our rights to accelerate the full balance due on your account, which means all sums would be immediately due. Further, this matter may be referred to our foreclosure counsel or a foreclosure trustee for whatever action is deemed appropriate and necessary. Such action may include foreclosure by judicial proceeding or the invocation of the power of sale, depending on the foreclosure process authorized in the state in which the property is located. Should a foreclosure be initiated, and a sale of the property result, you may be liable for any outstanding balance, to the extent permitted under the terms of your note, security instrument, and applicable state and federal law.

[1] Priority Service\Document Fees, Property Inspections, Speedpay Fees

[redacted] May 10, 2017 [redacted]

To request information or notify us of an error regarding your account, please send a written request/notice to:
PNC Bank; PO Box 8807; Dayton, OH 45401-8807

INTERNET REPRINT

It's important for you to know that you have the right to reinstate the mortgage after acceleration by paying the cure amount and any other fees associated with the default, to the extent that such fees are permitted under the terms of your note, security instrument, and/or applicable state and/or federal law. In addition, if a foreclosure by judicial proceeding is initiated, you have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure. If foreclosure is invoked by a power of sale clause, you have the right to bring a court action to assert the non-existence of a default or any other defense you may have to the acceleration and foreclosure.

Keep in mind that any payments applied to your loan after the date of this notice will not delay any proceedings on our part, unless the default has been corrected, as outlined above.

Call our Collection Center at 1-800-523-8654, Monday – Friday, 8.00 a.m. – 9.00 p.m. ET.

Enclosure: FAQ

This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against the property itself. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.

If you are requesting modified payments or other loss mitigation, please note that normal collection activity, collection litigation and/or foreclosure activity may continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options.

XC950

PNC BANK

Frequently Asked Questions for Additional Guidance.

As you go through the process of trying to resolve your account, you may receive additional communications from PNC Bank, National Association.

Q1. I am attempting to resolve my delinquent loan with PNC Bank. Why am I receiving this letter?

Answer: PNC Bank is anxious to assist you. Please submit a completed workout package by fax or mail.

PNC Bank
Attention: Central Receipts, B8-YM10-01-1,
3232 Newmark Drive
Miamisburg, OH 45342.

Fax Number: 855-201-6325
For additional questions, call our Collection Center at 1-800-523-8654

Note that normal servicing of your referenced loan will continue, including collection and foreclosure activity until the default is cured.

Q2. What will happen if PNC agrees to a workout option?

Answer: The goal of any workout option is to prevent the foreclosure action from starting. The specific actions will depend on the agreed upon workout option.

Q3. What can I do to make sure all relevant PNC Bank solutions are explored to try and assist me?

Answer: The most important thing is to maintain contact with us. If we have already sent you a workout package, complete your documentation accurately, timely, and completely. Although this does not guarantee an approval, it will help facilitate a timely decision.

Q4. What should I do if I do not have all the past due amount that is required?

Answer: PNC Bank has several options that may be available to assist you.

For available options, call our Collection Center at 1-800-523-8654

Q5. Will I continue to receive calls attempting to collect the past due payments?

Answer: You may receive additional calls about your account. Discuss the status of the account with the caller to see if any additional information is needed.

Q6. If I have questions or concerns in regards to the package I've received, who should I contact?

Call our Collection Center at 1-800-523-8654

Q7. Can I go to my local PNC Bank branch to discuss my account?

Answer: We recommend you contact PNC Bank to better serve your needs

Call our Collection Center at 1-800-523-8654

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

December 14, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellee's amended appendix to the answer brief is stricken as not in compliance with Florida Rule of Appellate Procedure 9.220(c), which was amended effective October 1, 2017, in that the bookmarks are not in compliance with Rule 9.220(c). An amended appendix in compliance with Rule 9.220(c) shall be filed within two (2) days from the date of this order.

Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal

RECEIVED, 12/14/2018 1:31 PM, Clerk, Fourth District Court of Appeal

In the District Court of Appeal of Florida
Fourth District

CASE NO. **4D18-0816**
L.T. NO.: CACE0966227

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS

Appellant,

vs.

TERRI P. PAGE

Appellee.

ON APPEAL FROM THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

AMENDED APPENDIX TO APPELLE'S ANSWER BRIEF

INDEX

Appellee's Motion for Award of Attorney's Fees and to Tax Costs on Appeal).....AX-1

Order granting Appellee's Motion for Award of Attorney's Fees AX-2

Verified Complaint to Foreclose Mortgage (Case No: CACE17015320).....AX-3

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on December 12, 2018 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

NEUSTEIN LAW GROUP, P. A.
18305 Biscayne Blvd., Suite 250
Aventura, Florida 33160
T: (305) 531-2545 F: (305) 531-2365
Email 1: NLGLaw@yahoo.com
Email 2: Gabrielle@neusteinlaw.com

By:/s/ Nicole Moskowitz
Nicole Moskowitz, Esq.
Fla. Bar No. 56570

AX-1

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

CASE NO: 4D15-0959
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY, etc.

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE

Appellee(s)/Respondent(s),

_____/

APPELLEE'S MOTION FOR AWARD OF ATTORNEY'S FEES AND TO TAX COSTS ON APPEAL

Pursuant to Rule 9.400(b), Florida Rules of Appellate Procedure, Appellee, TERRI P. PAGE, respectfully moves this Court for an award of attorney's fees on appeal and as grounds state that:

1. This motion is being filed concurrently with Appellee's Answer Brief.
2. That the note and mortgage sued upon, in the lower tribunal foreclosure proceedings, provide for an award of attorney's fees and costs.
3. Should Appellee be the prevailing party in this appeal, she is entitled to an award/payment by Appellant of their attorney's fees and costs incurred on appeal.

WHEREFORE, Appellee moves this Honorable Court to enter an Order awarding attorney's fees and costs on appeal against Appellant, with the amount of

such fees to be determined and assessed by the lower court in accordance with Rule 9.400(b), Florida Rules of Appellate Procedure.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Florida Bar No.:56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been served on February 4, 2016 to: Mark Morales, Esq., Florida Foreclosure Attorneys, PLLC, 4855 Technology Way, Suite 630, Boca Raton, FL 33431; E-Mail: emailservice@ffapllc.com; mmorales@ffapllc.com.

NEUSTEIN LAW GROUP, P. A.
18305 Biscayne Boulevard, Suite 250
Aventura, FL 33160
T: (305) 531-2545 F: (305) 531-2365
E-mail 1: NLGLaw@yahoo.com
E-mail 2: Marissa@neusteinlaw.com

By: /s/ Nicole Moskowitz
Nicole Moskowitz, Esq., Fla. Bar #56570

AX-2

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

July 07, 2016

CASE NO.: 4D15-0959
L.T. No.: CACE 09-66227

DEUTSCHE BANK TRUST COMPANY, etc. v. TERRI P. PAGE, et al.

Appellant / Petitioner(s) Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellee's February 4, 2016 motion for attorney's fees is granted. On remand, the trial court shall set the amount of the attorney's fees to be awarded for this appellate case. If a motion for rehearing is filed in this court, then services rendered in connection with the filing of the motion, including, but not limited to, preparation of a responsive pleading, shall be taken into account in computing the amount of the fee; further,

ORDERED that the motion for costs filed by Nicole Moskowitz is denied without prejudice to seek costs in the trial court.

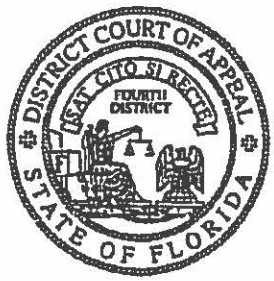
Served:

cc: Charles Louis Neustein
William L. Noriega
Clerk Broward
Nicole Moskowitz
Stephen Stratley
William C. Slabaugh
Irvin Wayne Nachman
Mark Morales

lc

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



AX-3

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

DEUTSCHE BANK TRUST COMPANY AMERICA'S, AS TRUSTEE FOR RESIDENTIAL ACCREDIT LOANS, INC MORTGAGE ASSET-BACKED PASS THROUGH CERTIFICATES SERIES 2006-QS6,
Plaintiff,
vs.

CASE NO.:
DIVISION:

MARCOS BENCID; TERRI PAGE; LUISA BELILTY BENZAQUEN; THE COURTYARDS OF GRAND PALMS ASSOCIATION, INC.; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; UNKNOWN PARTY #1, UNKNOWN PARTY #2, UNKNOWN PARTY #3, and UNKNOWN PARTY #4 THE NAMES BEING FICTITIOUS TO ACCOUNT FOR PARTIES IN POSSESSION,
Defendant(s).
_____/

VERIFIED MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, Deutsche Bank Trust Company America's, as Trustee for Residential Accredit Loans, Inc Mortgage Asset-Backed Pass Through Certificates Series 2006-QS6, sues Defendants, Marcos Bencid; Terri Page; Luisa Belilty Benzaquen; The Courtyards of Grand Palms Association, Inc.; Any and All Unknown Parties Claiming By, Through, Under, and Against the Herein Named Individual Defendant(s) Who Are Not Known to be Dead or Alive, Whether Said Unknown Parties May Claim an Interest as Spouses, Heirs, Devisees, Grantees, or Other Claimants; Unknown Party #1, Unknown Party #2, Unknown Party #3 and Unknown Party #4, the names being fictitious to account for parties in possession, and alleges:

COUNT I - MORTGAGE FORECLOSURE

1. This is an in rem action to foreclose a mortgage on real property (hereinafter 'Property') located and situated in Broward County, Florida.

2. On March 27, 2006, there was executed and delivered a Promissory Note ("Note") and a Mortgage securing the payment of the Note. The Mortgage was recorded on April 12, 2006, in Official Records Book 41807 at Page 302 of the Public Records of Broward County, Florida, (All subsequent recording references are to the public records of Broward County, Florida) and mortgaged the real and personal property ("Property") described therein, then owned by and in possession of the Mortgagor(s). Copies of the original Mortgage Note and Mortgage are attached hereto and incorporated herein as an Exhibit.

3. Plaintiff is in physical possession of the Note endorsed to Plaintiff which is the subject of this action and therefore, is the holder of that Note.

4. The Property is now owned of record by Defendant(s), Terri Page.

5. The Note and Mortgage are in default. The required installment payment of November 1, 2012, was not paid, and no subsequent payments have been made. The Mortgage is contractually due for the November 1, 2012 payment. The last payment received was applied to the October 1, 2012 installment, and no subsequent payments have been applied to the loan.

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

7. Plaintiff must be paid $307,935.31 in principal on the Note and Mortgage, together with interest from October 1, 2012, late charges, and all costs of collection including title search expenses for ascertaining necessary parties to this action and reasonable attorney's fees.

8. All conditions precedent to the acceleration of the Note and foreclosure of the Mortgage have been performed or have occurred.

9. Plaintiff has retained the law firm of Albertelli Law in this action and is obligated to pay it a reasonable fee for its services in bringing this action as well as all costs of collection. Plaintiff shall be entitled to an award of any fees and costs incurred in this action based on the terms of the instruments upon which this action is based.

10. The interests of each Defendant are subject, subordinate, and inferior to the right, title, interest, and lien of Plaintiff's Mortgage, unless as otherwise provided for by law.

11. Marcos Bencid may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of defects in that certain Warranty Deed recorded in Official Records Book 38782 at Page 1114 relating to a defective legal description, which defect renders the deed ineffective to convey the property. A reformation count has been included in our foreclosure action to correct said defect, or may otherwise claim an interest in the Property.

12. Terri Page may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Warranty Deed recorded in Official Records Book 38782, Page 1114; re-recorded in Official Records Book 39158, Page 350, or may otherwise claim an interest in the Property.

13. Luisa Belilty Benzaquen may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of defects in that certain Warranty Deed recorded in Official Records Book 38782 at Page 1114 relating to a defective legal description, which defect renders the deed ineffective to convey the property. A reformation count has been included in our foreclosure action to correct said defect, or may otherwise claim an interest in the Property.

14. The Courtyards of Grand Palms Association, Inc. may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of any lien filed pursuant to the Declaration of Covenants and Restrictions and any amendments thereto, or may otherwise claim an interest in the Property.

15. Unknown Party #1, Unknown Party #2, Unknown Party #3 and Unknown Party #4, the names being fictitious to account for parties in possession who may claim some interest in the Property that is the subject of this foreclosure action by virtue of an unrecorded lease or purchase option, by virtue of possession, homestead rights not readily apparent from a review of the public records or may otherwise claim an interest in the Property. The names of these Defendants are currently unknown to the Plaintiff. However, any such claim or demand is inferior to the lien of the Mortgage.

WHEREFORE, Plaintiff requests that the Court ascertain the amount due Plaintiff for principal and interest on the Note and Mortgage and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Note and Mortgage are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the indebtedness to satisfy Plaintiff's mortgage lien in accordance with the provisions of Section 45.031, Florida Statutes (1999); that the rights, title and

interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Section 697.07, Florida Statutes (1995); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

COUNT II – REFORMATION OF WARRANTY DEED

16. This is an action to reform a WARRANTY DEED that has been recorded in the Public Records of Broward, Florida. This is an equitable action with no adequate remedy at law.

17. At all times material to this cause, Defendant owned real property (hereinafter 'Property') in Broward, Florida, more particularly described as follows:

BUILDING NUMBER 20, UNIT 1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A" OF HOLLYWOOD LAKES COUNTY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 139, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.
(UNIT 1)
A PORTION OF PARCEL 'A' OF "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 139, PAGE 29 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST; THENCE ALONG THE SOUTH LINE OF SAID SECTION 16, NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST 903.27 FEET; THENCE NORTH 07 DEGREES 07 MINUTES 13 SECONDS WEST 108.43 FEET; THENCE NORTH 82 DEGREES 52 MINUTES 47 SECONDS EAST 271.87 FEET TO A POINT ON A 698.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH WHOSE RADIUS POINT BEARS NORTH 22 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES 31 MINUTES 00 SECONDS AN ARC DISTANCE OF 152.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02 DEGREES 41 MINUTES 17 SECONDS ON AN ARC DISTANCE OF 32.75 FEET TO A POINT OF NON-TANGENCY; THENCE RADIAL FROM THE LAST DESCRIBED CURVE SOUTH 06 DEGREES 56 MINUTES 15 SECONDS WEST 96.98 FEET; THENCE NORTH 87 DEGREES 48 MINUTES 37 SECONDS WEST 43.68 FEET; THENCE SOUTH 83 DEGREES 42 MINUTES 37 SECONDS WEST 3.83 FEET; THENCE NORTH 12 DEGREES 45 MINUTES 08 SECONDS EAST 59.43 FEET; THENCE SOUTH 77 DEGREES 14 MINUTES 52 SECONDS EAST 3.33 FEET; THENCE NORTH 12 DEGREES 45 MINUTES 08 SECONDS EAST 43.49 FEET TO THE POINT OF BEGINNING.
BASIS OF BEARING IS NORTH 89 DEGREES 29 MINUTES 14 SECONDS EAST ALONG THE SOUTH LINE OF SECTION 16, TOWNSHIP 51 SOUTH, RANGE 40 EAST.
SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 3941 SQUARE FEET (0.090 ACRES) MORE OR LESS.

This is evidenced by a true and correct copy of the SPECIAL WARRANTY DEED as shown recorded in Official Records Book 27488 at Page 6, attached hereto as an exhibit.

18. On November 4, 2004, Marcos Benoid and Luisa Belilty Benzaquen, executed and delivered to Terri Page, a WARRANTY DEED that was recorded in Official Records Book 39158, Page 350, of the Public Records of Broward, Florida.

19. Inadvertently, and contrary to the clear intentions of the parties to the WARRANTY DEED, a scrivener's error resulted from mutual mistake. Consequently, the legal description contained the following underlined and highlighted error:

BUILDING NUMBER 20, UNIT 1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A" OF HOLLYWOOD LAKES COUNTY CLUB AND RESORT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 139, AT PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO.

20. Based on these errors, the document may not accurately reflect the intentions of the parties to the WARRANTY DEED.

21. Equity requires that this Court reform the legal description to conform with the legal description set forth in paragraph seventeen (17) above.

22. The reformation sought will not prejudice any parties to this action.

WHEREFORE, Plaintiff requests that the Court reform the legal description in the WARRANTY DEED to correct the scrivener's error and to reflect the true intentions of the parties.

FLA. R. CIV. P. 1.115(e) VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

This the 31 day of July, 2017.

By: PNC Bank, N.A

Signature: Sharon Lynch

Printed Name: Sharon Lynch

Title: Authorized Signer

PNC Bank, National Association as attorney in fact for Deutsche Bank Trust Company America's, as Trustee for Residential Accredit Loans, Inc. Mortgage Asset-Backed Pass Through Certificates Series 2006-QS6

Plaintiff, by and through the undersigned attorney, prays this honorable Court grant the above requested relief and such other relief deemed appropriate and just.

Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743
(813) 221-9171 facsimile
eService: servealaw@albertellilaw.com

By: _____
Brittany Gramsky, Esq.
Florida Bar #95589

17-015140 -cr

[redacted]

NOTE

March 27, 2006 (Date) | HOLLYWOOD (City) | FL (State)

15842 SW 10 ST., PEMBROKE PINES, Florida 33027

(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 308,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is

National City Mortgage a division of National City Bank of Indiana

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 6.875 %.

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 May 1st 2006 . 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 April 1 2036 , 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. $ 2,023.35 .

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.

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 5.000 % 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

TRAIL PAGE
262989014

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

PAY TO THE ORDER OF
NATIONAL CITY MORTGAGE CO
A SUBSIDIARY OF NATIONAL CITY BANK OF INDIANA
WITHOUT RECOURSE
NATIONAL CITY MORTGAGE a division of
NATIONAL CITY BANK OF INDIANA
Hilda Callizo-Grau
HILDA CALLIZO-GRAU
DOCUMENT CONTROL SPECIALIST

PAY TO THE ORDER OF
RESIDENTIAL FUNDING CORPORATION
WITHOUT RECOURSE
NATIONAL CITY MORTGAGE CO
A SUBSIDIARY OF NATIONAL CITY BANK
OF INDIANA
[Sign Original Only]
Hilda Callizo-Grau
HILDA CALLIZO-GRAU
DOCUMENT CONTROL SPECIALIST

-SN(FL) (0005) Page 3 of 3 Form 3210 1/01

PAY TO THE ORDER OF
Deutsche Bank Trust Company Americas as Trustee
WITHOUT RECOURSE
Residential Funding Corporation
BY
Judy Faber, Vice President

INTEREST ONLY PAYMENT PERIOD NOTE ADDENDUM
(Fixed Rate Loans)

THIS ADDENDUM TO NOTE PROVIDES FOR AN INITIAL PERIOD OF MONTHLY PAYMENTS OF INTEREST ONLY AND FOR SUBSEQUENT MONTHLY PAYMENTS OF BOTH PRINCIPAL AND INTEREST.

(Not to be Used for Texas Homestead Loans Unless Proceeds Used Only for Purchase Money or Refinance of Purchase Money)

This Interest Only Payment Period Note Addendum is made this 27th day of March 2006 and is incorporated into and shall be deemed to amend and supplement the Note of the same date (the "Note") given by the undersigned (the "Borrower") to evidence Borrower's indebtedness to National City Mortgage a division of National City Bank of Indiana.

(the "Lender"), which indebtedness is secured by a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date and covering the property described in the Security Instrument and located at: 15862 SW 10 ST., PEMBROKE PINES, Florida, 33027.

ADDITIONAL COVENANTS: Unless specifically defined in this Addendum, any capitalized terms shall have the same meaning as in the Note. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower further covenants and agrees as follows:

1. The Note is modified to provide for 120 payments of interest only ("Interest Only Payment Period") at the interest rate stated in Section 2 of the Note. Sections 3, 4 and 6 of the Note are restated as follows:

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest during the Interest Only Payment Period, and principal and interest thereafter, by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 2006, 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, if the payment includes both principal and interest, it will be applied to interest before principal. If, on April 1st 2016 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

The first 120 monthly payments will be in the amount of U.S.$ 1,764.58 ("Interest Only Payments") and thereafter will be in the amount of U.S.$ 2,364.87. The Note Holder will notify me prior to the date of the change in monthly payment amount.

No payments of principal are due during the Interest Only Payment Period. The Interest Only Payments will not reduce the principal amount of this Note.

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 unless the Note Holder agrees in writing to those changes.

If I make a partial Prepayment during the Interest Only Payment Period, the amount of the monthly payment will decrease for the remainder of the Interest Only Payment Period as well as during the time that my payments consist of principal and interest. If the partial Prepayment is made during the time that my payments consist of principal and interest, the amount of my monthly payment will not decrease; however, the principal and the interest required under this Note will be paid prior to the Maturity Date.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of my 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 interest, during the Interest Only Payment Period, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

II. All other provisions of the Note are unchanged by this Interest Only Payment Period Note Addendum and remain in full force and effect.

By signing below, Borrower accepts and agrees to the terms and conditions contained in the Interest Only Payment Period Note Addendum.

_____(Seal)
Borrower
TERRI PAGE

_____(Seal)
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

I understand that if I only make Interest Only Payments during the Interest Only Payment Period, at the end of the Interest Only Payment Period the principal balance will not be reduced.

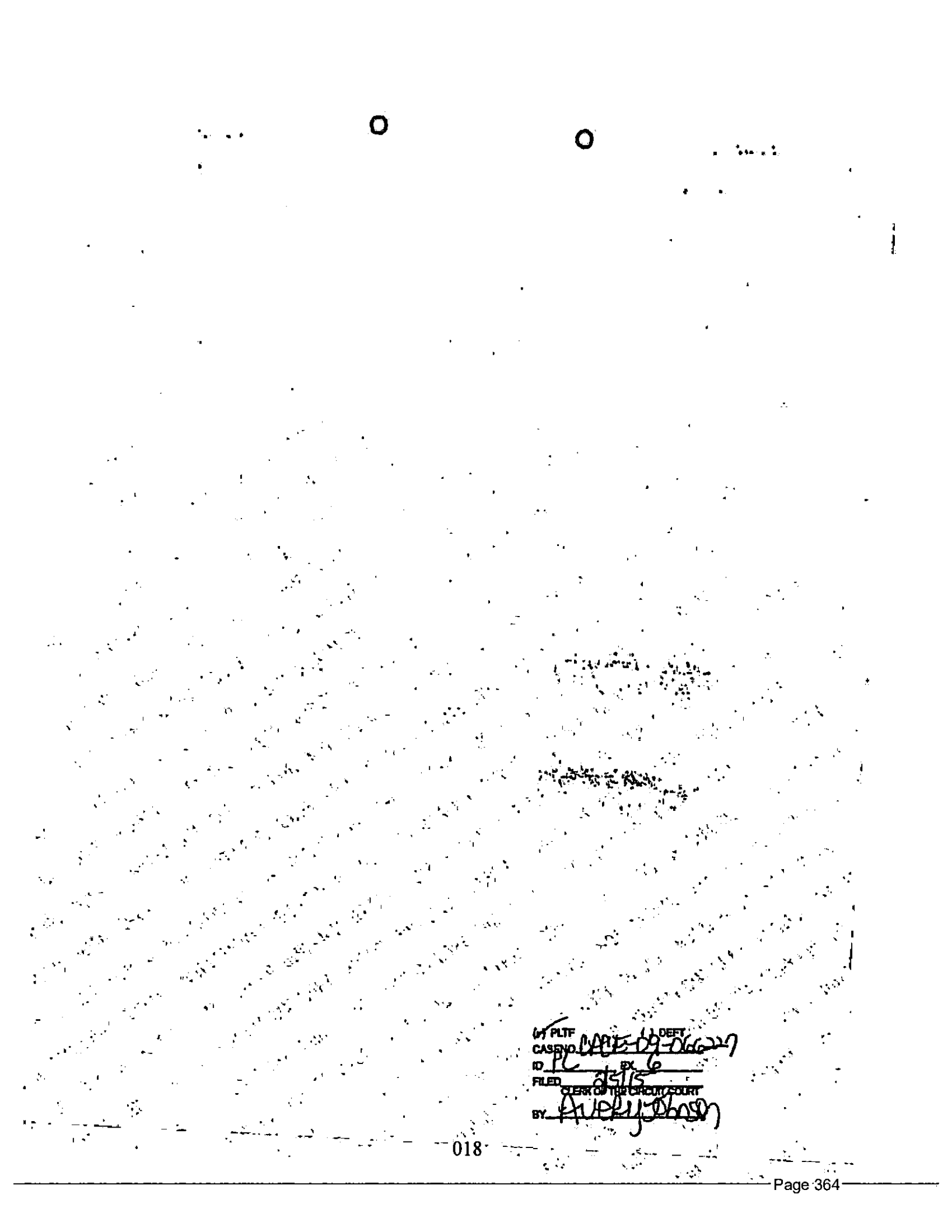
_____(Seal)
Borrower
TERRI PAGE

_____(Seal)
Borrower

_____(Seal)
Borrower

_____(Seal)
Borrower

Addendum to Fixed Rate Note Interest Only Payments
IOPFNA2 (Rev. 02/2005)


(✓) PLTF ( ) DEFT
CASE NO. LACE-09-06627
ID PL EX. 6
FILED 4/5/15
CLERK OF THE CIRCUIT COURT
BY

CFN # 105967993, OR BK 41807 Page 302, Page 1 of 20, Recorded 04/12/2006 at 04:49 PM, Broward County Commission, Doc M: $1078.00 Int. Tax $616.00 Deputy Clerk 2130

Return To:
National City Bank of Indiana

P.O. Box 8868
Dayton, OH 45401-8868

This document was prepared by:
TAKESHA JACKSON
National City Bank of Indiana

P.O. Box 8868
Dayton, OH 45401-8868

[Space Above This Line For Recording Data]

RECORD AND RETURN TO:
MICHELLE LAWHORN
Courtesy Title Group
8220 Hollywood Blvd • Suite 110
Hollywood, FL 33024

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 March 27, 2006 together with all Riders to this document.
(B) "Borrower" is

TERRI PAGE A Single Woman

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is National City Mortgage a division of National City Bank of Indiana
Lender is a National Banking Association organized and existing under the laws of United States

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3010 1/01

-6(FL) (0002).01
Page 1 of 10

VMP MORTGAGE FORMS - (800)521-7291

[redacted]

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 March 27, 2006
The Note states that Borrower owes Lender
THREE HUNDRED EIGHT THOUSAND & 00/100 Dollars
(U.S. $ 308,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2036
(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	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☒ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment 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.

020

(G) "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.
(H) "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]:

SEE ATTACHED SCHEDULE -A- LEGAL DESC.

Parcel ID Number: which currently has the address of [Street]
13942 SW 10 ST.,
PEMBROKE PINES [City], Florida 33027 [Zip Code]
("Property Address"):

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."

LEGAL DESCRIPTION

Building No. 20, Unit No. 1, of PARCEL 12, of GRAND PALMS, being a portion of Parcel "A", of HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, a subdivision according to the Plat or map thereof, recorded in Plat Book 139, Page 29, of the Public Records of BROWARD County, Florida, as more particularly described on Exhibit "A" hereto.

Description; Unit 1;

A portion of Parcel "A", of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT", a subdivision according to the plat or map thereof, recorded in Plat Book 139, Page 29, of the Public Records of BROWARD County, Florida, said portion being more particularly described as follows;

Commence at the Southwest corner of Section 16, Township 51 South, Range 40 East;

thence along the South line of said Section 16, North 89 degrees, 29 minutes, 14 seconds East, 903.27 feet;

thence North 07 degrees, 07 minutes, 13 seconds West, 188.43 feet;

thence North 82 degrees, 32 minutes, 47 seconds East 271.87 feet to a Point on a 698.00 feet radius non-tangent curve concave to the North, whose radius point bears North 32 degrees, 08 minutes, 32 seconds East;

thence Easterly along said curve through a central angle of 12 degrees, 31 minutes, 00 seconds an arc distance of 152.43 feet to a Point of Beginning;

thence continue Easterly along said curve through a central angle of 02 degrees, 41 minutes, 17 seconds an arc distance of 32.75 feet to the Point of Non-tangency;

thence radial from the last described curve South 05 degrees, 56 minutes, 15 seconds West, 96.98 feet;

thence North 87 degrees, 48 minutes, 37 seconds West, 43.68 feet;

thence South 83 degrees, 42 minutes, 27 seconds West, 2.83 feet;

thence North 13 degrees, 45 minutes, 08 seconds East, 39.43 feet;

thence South 77 degrees, 14 minutes, 52 seconds East, 3.33 feet;

thence North 13 degrees, 45 minutes, 08 seconds East, 43.49 feet to the Point of Beginning.

Basis of bearing is North 89 degrees, 29 minutes, 14 seconds East, along the South line of Section 16, Township 51 South, Range 40 East.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 3941 square feet (0.090 acres) more or less.

BORROWER COVENANTS that Borrower is lawfully seised 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

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.

4. 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

Order: QuickView_Property
Doc: FLBROW:41807-00302~12011
Page 8 of 20
Requested By: mikeh, Printed: 6/21/2017 11:04 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

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.

028

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

029

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,

Order: QuickView_Property
Doc: FLBROW:41807-00302~12011
Page 13 of 20
Requested By: mkeb, Printed: 6/21/2017 11:04 AM

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

032

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.

033

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:

TERRI PACE (Seal) -Borrower

MICHELLE LAWHORN (Address)

(Seal) -Borrower (Address)

(Seal) -Borrower (Address)

(Seal) -Borrower (Address)

(Seal) -Borrower (Address)

(Seal) -Borrower (Address)

Form 3010 1/01

STATE OF FLORIDA, County of: Broward
The foregoing instrument was acknowledged before me this 27th day of March 2006 by
TERRI PAGE

who is personally known to me or who has produced Photo Id as identification.

Michelle R. Lawlor
Notary Public

MICHELLE L. LAWLOR
MY COMMISSION # DD 302114
EXPIRES: July 15, 2009

-6(FL) (0008).01 Page 16 of 18 Initials: Form 3010 1/01

[redacted]

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 27th day of March 2006, 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 a division of
National City Bank of Indiana

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

15642 SW 10 ST., PEMBROKE PINES, Florida 33027

[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 HOLLYWOOD LAKES COUNTRY CLUB & RESORT

[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.

[redacted]

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.

Initials:

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

_____ (Seal) -Borrower

TERRI PAGE

(Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

_____ (Seal) -Borrower

CFN # 109197753, OR BK 46929 Page 1672, Page 1 of 2, Recorded 03/10/2010 at 11:37 AM, Broward County Commission, Deputy Clerk 3400

Prepared by: DAVID J. STERN, ESQ
Record & Return to: 900 South Pine Island
Road #200
Plantation, FL 33324-3920
[redacted]

Please space is for recording purposes only

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITYBANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA

Residingor locatedat C/ONATIONAL CITY BANK, 3232 NEWMARKDRIVE, MIAMISBURG, OH 45342 herein designated as the assignor, for and in consideration of the sumof $1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged does hereby grant, bargain sell, assign, transfer and seb ver unto DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-Q56 residingor located at: C/ONATIONAL CITY BANK, 3232 NEWMARKDRIVE, MIAMISBURG, OH 45342 herein designated as the assignee, the mortgage executed by TERRI PAGE, A SINGLE WOMAN recorded in BROWARD County, Florida in book 41807 and page 302 uncumbering the property more particularly described as follows:

BUILDING NO. 28, UNIT NO.1, OF PARCEL 12, OF GRAND PALMS, BEING A PORTION OF PARCEL "A", OF HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, A SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF, RECORDED IN PLAT BOOK 139, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, AS MORE PARTICULARLY DESCRIBED ON EXHIBIT "A" HERETO.

DESCRIPTION: UNIT 1:

A PORTION OF PARCEL "A", OF "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT", A SUBDIVISION ACCORDING TO THE PLAT OR MAP THEREOF, RECORDED IN PLAT BOOK 139, PAGE 29, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID PORTION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 14, TOWNSHIP 51 SOUTH, RANGE 40 EAST;

THENCE ALONG THE SOUTH LINE OF SAID SECTION 14, NORTH 89 DEGREES, 29 MINUTES, 14 SECONDS EAST, 981.27 FEET;

THENCE NORTH 07 DEGREES, 07 MINUTES, 13 SECONDS WEST, 108.43 FEET;

THENCE NORTH 82 DEGREES, 52 MINUTES, 47 SECONDS EAST 271.87 FEET TO A POINT ON A 6980 FEET RADIUS NON-TANGENT CURVE CONCAVE TO THE NORTH, WHOSE RADIUS POINT BEARS NORTH 22 DEGREES, 00 MINUTES, 32 SECONDS EAST;

THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12 DEGREES, 51 MINUTES, 09 SECONDS AN ARC DISTANCE OF 152.48 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01 DEGREES, 41 MINUTES, 17 SECONDS AN ARC DISTANCE OF 32.73 FEET TO A POINT OF NON-TANGENCY;

THENCE RADIAL FROM THE LAST DESCRIBED CURVE SOUTH 84 DEGREES, 54 MINUTES, 13 SECONDS WEST, 94.36 FEET;

THENCE NORTH 87 DEGREES, 48 MINUTES, 37 SECONDS WEST, 41.48 FEET;
THENCE SOUTH 83 DEGREES, 42 MINUTES, 37 SECONDS WEST, 3.83 FEET;
THENCE NORTH 12 DEGREES, 43 MINUTES, 08 SECONDS EAST, 39.83 FEET;
THENCE SOUTH 77 DEGREES, 34 MINUTES, 52 SECONDS EAST, 3.33 FEET;
THENCE NORTH 13 DEGREES, 43 MINUTES, 09 SECONDS EAST, 63.49 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING IS NORTH 89 DEGREES, 29 MINUTES, 14 SECONDS EAST, ALONG THE SOUTH LINE OF SECTION 14, TOWNSHIP 51 SOUTH, RANGE 40 EAST.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF PEMBROKE PINES, BROWARD COUNTY, FLORIDA AND CONTAINING 3941 SQUARE FEET 0.090 ACRES MORE OR LESS.

together with the note and each and every other obligation described in said

[redacted]

(2)

mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee forever, but without recourse on the undersigned.

Pursuant to the provisions of Sec. 689.071, Florida Statutes, the within named Trustee has the power and authority to protect, conserve and to sell, or to lease, or to encumber or otherwise to manage and dispose of the above-described mortgage and the real property encumbered thereby.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officer and its corporate seal to be hereto affixed, as of the 27 day of January, 2010 but effectively as of the 9th day of November, 2009.

Signed in the presence of:

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA
(CORPORATE SEAL)

ATTEST: Teresa S. Clapp, Assistant Vice President

BY: _____

PRINT NAME: Rebecca J. Brown

TITLE: Vice President

WITNESS: _____

Print Name: _____

WITNESS: _____

Print Name: _____

STATE OF Ohio
COUNTY OF Montgomery

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 27 day of January, 2010, within my jurisdiction the within named Rebecca J. Brown who is personally known to me or who produced _____ as identification and who acknowledged to me that (s)he is Vice President and that for and on behalf of PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO NATIONAL CITY MORTGAGE, A DIVISION OF NATIONAL CITY BANK, SUCCESSOR BY MERGER TO NATIONAL CITY BANK OF INDIANA to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of January, 2010.

_____
NOTARY PUBLIC

NOTARY PUBLIC STATE OF OHIO

CFN # 104781180, OR BK 39158 Page 350, Page 1 of 3, Recorded 03/02/2005 at 11:10 AM, Broward County Commission, Deputy Clerk 1004

SCRIVENORS NOTE: This Warranty Deed is being Re-recorded to add Exhibit A continuation to the Legal Description.

INSTR # 104602423
OR BK 39782 Pages 1114 - 1115
RECORDED 12/28/04 15:12:16
BROWARD COUNTY COMMISSION
DOC STAMPS: 3190.00
DEPUTY CLERK 1027
#1, 2 Pages

THIS INSTRUMENT PREPARED BY AND RETURN TO:
DARRAM "DEE" HARRISON
TRINITY TITLE & ESCROW COMPANY, INC.
901 SOUTH STATE ROAD 7
HOLLYWOOD, FL 33023

Property Appraisers Parcel Identification (Folio) Numbers:

Grantee SS #: [redacted]

Record & Return To:
Trinity Title & Escrow Co
901 S State Rd 7 #200
Hollywood, FL 33023

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 4th day of November, A.D. 2004 by MARCOS BENCID, A MARRIED MAN, JOINED BY HIS WIFE, and LUISA BELILTY BENZAQUEN, herein called the grantors, to TERRI PAGE, A SINGLE WOMAN whose post office address is 15842 SW 10TH STREET, PEMBROKE PINES, FL 33027, hereinafter called the Grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S ($10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in BROWARD County, State of Florida, viz:

Building No. 20, Unit No. 1, of PARCEL 19, of GRAND PALMS, being a portion of Parcel "A" of HOLLYWOOD LAKES COUNTRY CLUB AND RESORT, a Condominium, according to the Declaration thereof, as recorded in Official Records Book 130, at Page 28, of the Public Records of Broward County, Florida, as more particularly described on Exhibit "A" hereto.

Subject to easements, restrictions and reservations of record and to taxes for the year 2004 and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Marcos Bencid L.S.
MARCOS BENCID
15842 SW 10TH STREET, PEMBROKE PINES, FL 33027

Luisa Belilty Benzaquen L.S.
LUISA BELILTY BENZAQUEN
15842 SW 10TH STREET, PEMBROKE PINES, FL 33027

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 4th day of November, 2004 by MARCOS BENCID and LUISA BELILTY BENZAQUEN who are personally known to me or have produced [redacted] as identification.

SEAL

Notary Signature

Printed Notary Signature

My Commission Expires:

No: [redacted]

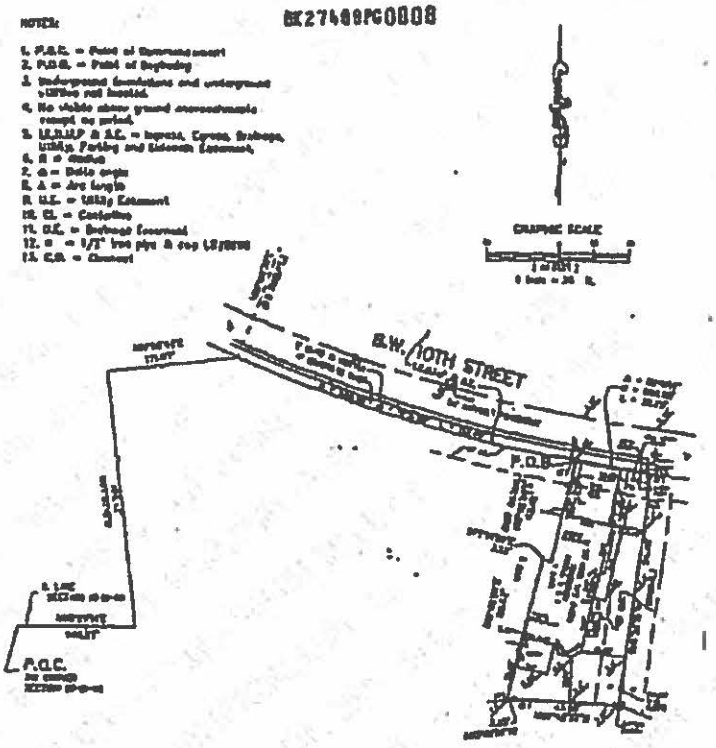
(3)
(2)

Exhibit "A"

File No. [redacted]

SHELBY HOMES

BK27488PG0808



COURTYARDS OF GRAND PALMS

CERTIFICATE OF APPROVAL FOR SALE OF UNIT

Pursuant to the provisions of the Declaration of Covenants and Restrictions of The Courtyards of Grand Palms, the sale

By: MARCOS BENCID

To: TERRI PAGE

of the following-described property located, situate and being in Broward County, Florida, to-wit:

15842 SW 10 Street
Pembroke Pines, FL

is hereby approved.

IN WITNESS WHEREOF, the undersigned representative of The Courtyards of Grand Palms Association, Inc. has set his/her hand and seal on behalf of the Association, this 26 day of October, 2004.

DEBRA HARTMAN, Vice-President

State of Florida

County of Broward

Before me, the undersigned authority, personally appeared DEBRA HARTMAN, as Vice-President of The Courtyards of Grand Palms Association, Inc. who executed the foregoing Certificate for the uses and purposes therein expressed.

WITNESS my hand and official in the County and State last aforesaid this 26 day of October, 2004.

Notary Public

Notary Seal

98-000694 T#001
01-02-98 11:10AM

$ 959.70
DOCU. STAMPS-DEED

RECVD. BROWARD CNTY

COUNTY ADMIN.

RECORD AND RETURN TO:
THIS INSTRUMENT PREPARED BY:

Eric A. Simon, Esquire
9050 Pines Boulevard, Suite 250
Pembroke Pines, Florida 33024

TRI COUNTY - WILL CALL

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 18th day of December, 1997, by and between SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership ("Grantor"), whose address is 9050 Pines Boulevard, Suite 250, Pembroke Pines, Florida, 33024, and Marcos Bencid, a married man ("Grantee"), whose address is 15842 S.W. 10th Street, Pembroke Pines, Florida, 33027. Grantee's Social Security Number(s) is/are _____.

WITNESSETH: Grantor, for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, and the heirs and assigns of Grantee, forever, the following described real property located in Broward County, Florida, to-wit:

Building No. 20, Unit 1, of Parcel 12, of Grand Palms, being a portion of Parcel "A" of Hollywood Lakes Country Club And Resort, according to the Plat thereof recorded in Plat Book 139, at Page 29, of the Public Records of Broward County, Florida, as more particularly described on Exhibit "A" attached hereto.

Property Appraiser's Parcel Identification No.: [redacted]

together with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

This conveyance is subject to the following: (i) Taxes for the year 1998 and subsequent years, (ii) Conditions, restrictions, limitations, reservations, agreements, declarations, dedications and easements of record, (iii) Existing zoning ordinances, (iv) Pending governmental liens, and (v) Facts that an accurate survey or personal inspection would disclose.

AND said Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but none others.

WITNESSES:

(1) Witness Signature

Type or Print Witness Name

(2) Witness Signature

Type or Print Witness Name

SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership

By: SHELBY HOMES AT THE COURTYARDS, INC., a Florida corporation, as General Partner

By: _____
Robert Shelby, President

BK27488PG0006

32a

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of December, 1997 by Robert Shalley, as President of SHELBY HOMES AT THE COURTYARDS, INC., a Florida corporation, General Partner of SHELBY HOMES AT THE COURTYARDS, LTD., a Florida limited partnership, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

JENNIFER MARCUS-TOYOTA
MY COMMISSION # CC 481368
EXPIRES: [illegible]
ATLANTIC BONDING CO., INC.

8274880007

PARCEL 12 BUILDING 20 UNIT 1

SHEET 1 OF 2

SKETCH OF BOUNDARY SURVEY FOR

SHELBY HOMES

(SEE SHEET 2 OF 2 FOR LEGAL DESCRIPTION AND CERTIFICATE)

Description : PARCEL 12

A portion of Parcel "A" of "HOLLYWOOD LAKES COUNTRY CLUB AND RESORT" according to the Plat thereof as recorded in Plat Book 178, Page 29 of the Public Records of Broward County, Florida, said portion being more particularly described as follows:

COMMENCE at the Southwest corner of Section 18, Township 51 South, Range 40 East; thence along the South line of said Section 18, North 89°29'16" East 1013.27 feet; thence North 07°07'15" West 108.43 feet; thence North 82°32'41" East 271.87 feet to a point on a 1383.00 foot radius non-tangent curve concave to the North whose radius point bears North 23°08'32" East; thence Easterly along said curve through a central angle of 12°31'02" an arc distance of 302.28 feet to the POINT OF BEGINNING; thence continue Easterly along said curve through a central angle of 03°44'17" an arc distance of 90.25 feet to a point of reverse curve; thence Easterly along the last described curve South 08°35'15" West 96.00 feet; thence North 81°48'37" West 41.58 feet; thence South 83°42'37" West 3.03 feet; thence North 12°45'38" East 58.43 feet; thence South 77°14'52" East 3.33 feet; thence North 12°45'38" East 43.49 feet to the POINT OF BEGINNING.

Bearing of bearing of North 89°29'16" East along the South line of Section 18, Township 51 South, Range 40 East.

Said lands situate, lying and being in the City of Pembroke Pines, Broward County, Florida and containing 3841 square feet (0.088 acres) more or less.

BK27488PG0008

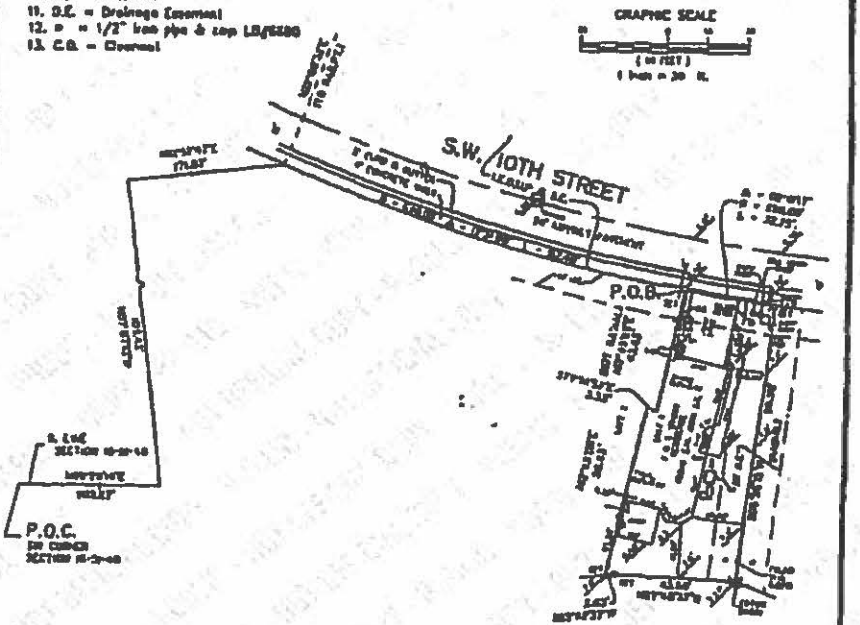
NOTES:

1. P.O.C. = Point of Commencement
2. P.O.B. = Point of Beginning
3. Underground foundations and underground utilities not located.
4. No visible above ground encroachments except as noted.
5. I.E.,R.U.P. & S.E. = Ingress, Egress, Drainage, Utility, Parking and Sidewalk Easement.
6. R = Radius
7. Δ = Delta angle
8. A = Arc length
9. U.E. = Utility Easement
10. ℄ = Centerline
11. D.E. = Drainage Easement
12. ● = 1/2" iron pipe & cap LB#6280
13. C.B. = Chainset

GRAPHIC SCALE

(IN FEET)

1 inch = 30 ft.



Engineers • Planners
Land Surveyors
Environmental Professionals

File Number

Exhibit "A"

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

REPRESENTATION OF PRINTED DOCUMENT

PNC BANK

PNC Bank
P.O. Box 1820
Dayton, OH 45401-1820

Customer Service Contact Information
PNC Bank, B6-YM07-01-7
P.O. Box 1820
Dayton, Ohio 45401-1820
1-800-822-5626

[redacted]
TERRI PAGE
15842 SW 10 ST
PEMBROKE PINES, FL 33027

Loan Number: [redacted]
Letter Date: May 10, 2017

Property Address:
15842 SW 10 ST
PEMBROKE PINES, FL 33027

We understand that borrowers sometimes face challenges when it comes to making their payments.

The letter serves a formal notice that you have defaulted on your loan obligations.*

*PNC Bank, National Association is the servicer and owner, or authorized representative of the owner, of the mortgage on your loan. As such, it is our duty to provide this notice.

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: $2,286.14 for 11/1/2012 - 4/1/2016, $2,886.30 for 5/1/2016 - 5/1/2017

Monthly Payments Accrued:	$133,539.78
Late Charges Accrued:	$176.42
Non-Sufficient Funds:	$0.00
Other Fees[1]:	$1,377.00
Prior Attorney Fees and Cost:	$0.00
Total Amount Past Due:	**$135,093.20**

You may cure your default by paying $135,093.20 on or before June 9, 2017.

Please keep in mind that if the total amount is not received before your next payment is due, you must also include that payment, plus any late charges that would be due.

If you do not make this payment by the date specified, we may exercise our rights to accelerate the full balance due on your account, which means all sums would be immediately due. Further, this matter may be referred to our foreclosure counsel or a foreclosure trustee for whatever action is deemed appropriate and necessary. Such action may include foreclosure by judicial proceeding or the invocation of the power of sale, depending on the foreclosure process authorized in the state in which the property is located. Should a foreclosure be initiated, and a sale of the property result, you may be liable for any outstanding balance, to the extent permitted under the terms of your note, security instrument, and applicable state and federal law.

[1] Priority Service\Document Fees, Property Inspections, Speedpay Fees

[redacted] May 10, 2017 [redacted]

To request information or notify us of an error regarding your account, please send a written request/notice to:
PNC Bank; PO Box 8807; Dayton, OH 45401-8807

INTERNET REPRINT

It's important for you to know that you have the right to reinstate the mortgage after acceleration by paying the cure amount and any other fees associated with the default, to the extent that such fees are permitted under the terms of your note, security instrument, and/or applicable state and/or federal law. In addition, if a foreclosure by judicial proceeding is initiated, you have the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure. If foreclosure is invoked by a power of sale clause, you have the right to bring a court action to assert the non-existence of a default or any other defense you may have to the acceleration and foreclosure.

Keep in mind that any payments applied to your loan after the date of this notice will not delay any proceedings on our part, unless the default has been corrected, as outlined above.

Call our Collection Center at 1-800-523-8654, Monday – Friday, 8.00 a.m. – 9.00 p.m. ET.

Enclosure: FAQ

This is an attempt to collect a debt and/or enforce our lien. Any information obtained will be used for that purpose unless prohibited by applicable law. However, if this debt has been discharged or if you are protected by the automatic stay in bankruptcy, we are not attempting to collect the debt from you personally, and if we have obtained relief from the automatic stay, we will only exercise our rights against the property itself. By providing this notice we do not waive any applicable exemptions from state or federal collection laws.

If you are requesting modified payments or other loss mitigation, please note that normal collection activity, collection litigation and/or foreclosure activity may continue on your loan to the extent allowed by law while your request is being reviewed. Any information requested may be necessary to determine your eligibility for loss mitigation options.

XC950

PNC BANK

Frequently Asked Questions for Additional Guidance.

As you go through the process of trying to resolve your account, you may receive additional communications from PNC Bank, National Association.

Q1. I am attempting to resolve my delinquent loan with PNC Bank. Why am I receiving this letter?

Answer: PNC Bank is anxious to assist you. Please submit a completed workout package by fax or mail.

PNC Bank
Attention: Central Receipts, B8-YM10-01-1,
3232 Newmark Drive
Miamisburg, OH 45342.

Fax Number: 855-201-6325
For additional questions, call our Collection Center at 1-800-523-8654

Note that normal servicing of your referenced loan will continue, including collection and foreclosure activity until the default is cured.

Q2. What will happen if PNC agrees to a workout option?

Answer: The goal of any workout option is to prevent the foreclosure action from starting. The specific actions will depend on the agreed upon workout option.

Q3. What can I do to make sure all relevant PNC Bank solutions are explored to try and assist me?

Answer: The most important thing is to maintain contact with us. If we have already sent you a workout package, complete your documentation accurately, timely, and completely. Although this does not guarantee an approval, it will help facilitate a timely decision.

Q4. What should I do if I do not have all the past due amount that is required?

Answer: PNC Bank has several options that may be available to assist you.

For available options, call our Collection Center at 1-800-523-8654

Q5. Will I continue to receive calls attempting to collect the past due payments?

Answer: You may receive additional calls about your account. Discuss the status of the account with the caller to see if any additional information is needed.

Q6. If I have questions or concerns in regards to the package I've received, who should I contact?

Call our Collection Center at 1-800-523-8654

Q7. Can I go to my local PNC Bank branch to discuss my account?

Answer: We recommend you contact PNC Bank to better serve your needs

Call our Collection Center at 1-800-523-8654

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IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Plaintiff,

v.

TERRI P. PAGE,

Defendant.

_____/

NOTICE OF HEARING

Sequence Number: 24 AM DOCKET

PLEASE TAKE NOTICE that the undersigned will bring on to be heard the following:

DEFENDANT'S MOTION TO STRIKE TRIAL SET FOR OCTOBER 19, 2016

-and-

DEFENDANT'S MOTION FOR ATTORNEY'S FEES

before the **HONORABLE PRESIDING JUDGE**, or one of the Judges of the above-styled Court on **MONDAY, SEPTEMBER 12, 2016 AT 8:45 A.M.,** or as soon thereafter as the same can be at the Broward County Courthouse located at 201 SE 6th Street, Fort Lauderdale, FL 33301.

I HEREBY CERTIFY that: (A) I have made a good faith attempt to resolve this matter prior to my noticing this motion for hearing, and (B) the issues before the Court may be heard and resolved by the Court within 5 minutes.

In accordance with the Americans with Disabilities Act, If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator in the Office of the Court Administrator; Cheryl Anderson, Broward County Courthouse, 201 SE 6th Street, Room 880, Fort Lauderdale, FL 33301; (954) 831-7721; within 2 working days of receipt of this (describe notice); if you are hearing or voice impaired, call 711.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via e-service on July 29, 2016 to: Florida Foreclosure Attorneys, PLLC, 4855 Technology Way, Suite 500, Boca Raton, FL 33431, efiling@ffapllc.com, emailservice@ffapllc.com; Weltman, Weinberg & Reis, Co., 550 West Cypress Creek Road, Suite 550, Fort Lauderdale, FL 33309, eservice@weltman.com; cburm@weltman.com; Albertelli Law, P.O. Box 23028, Tampa, Florida 33623; E-mail: servealaw@albertellilaw.com.

NEUSTEIN LAW GROUP, P.A.
18305 Biscayne Boulevard, Suite 250
Aventura, FL 33160
T: (305) 531-2545F: (305) 531-2365
Email 1: NLGLaw@yahoo.com
Email 2: Marissa@neusteinlaw.com

By:/s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq. FL Bar No.: 56570

*** FILED: BROWARD COUNTY, FL HOWARD FORMAN, CLERK 7/29/2016 3:39:57 PM.****

RECEIVED, 12/11/2018 8:49 AM, Clerk, Fourth District Court of Appeal

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

December 27, 2018

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellee's December 11, 2018 motion to supplement the record is granted, and the record is supplemented to include the notice of hearing dated September 12, 2016. Said supplemental record is deemed filed as of the date of this order.

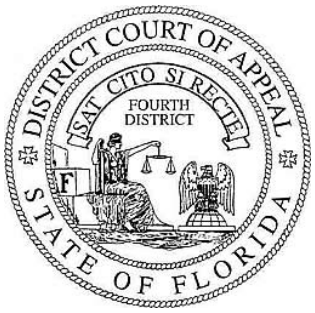
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



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IN THE FOURTH DISTRICT COURT OF APPEAL
IN AND FOR THE STATE OF FLORIDA

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant,

CASE NO. 4D18-0816

v.

LT Case No. 09-CA-66227

TERRI P. PAGE,

Appellee,
_____/

RECEIVED, 01/16/2019 04:48:40 PM, Clerk, Fourth District Court of Appeal

APPELLANT'S *UNOPPOSED* MOTION FOR EXTENSION OF TIME TO FILE REPLY BRIEF

Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6, through undersigned counsel, hereby moves this Honorable Court for an extension of time of **thirty (30) days** to file its Reply Brief and in support thereof states as follows:

1. Appellant's Reply Brief is currently due January 16, 2019.

2. This is Appellant's first request for an extension of time to file the Reply Brief.

3. Counsel for Appellant is still in the process of preparing Reply Brief on behalf of Appellant and respectfully request an extension of time to complete and file the Reply Brief.

4. The additional time is being requested due to deadlines in other appeals last month and this month, including a brief completed and filed last week, and two other briefs this month.

5. In addition, Appellant is seeking the extension to consider the impact, if any, of a recent decision of the Florida Supreme Court on the issues raised in this case.

6. Prior to filing this Motion, the undersigned contacted the offices of counsel for Appellee regarding the relief requested herein, and the undersigned certifies that he is authorized to represent that Appellee is not opposed to the requested extension.

WHEREFORE, Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6, respectfully requests this Honorable Court for an extension of time of **thirty (30) days** to file its Reply Brief.

Dated this 16th day of January, 2019.

McGLINCHEY STAFFORD

/s/ William L. Grimsley

William L. Grimsley, Esq.
Florida Bar No. 0084226
10407 Centurion Pkwy. N., Ste. 200
Jacksonville, FL 32256
Telephone: (904) 224-4449
Fax: (904) 212-0131
Email: wgrimsley@mcglinchey.com
lwhite@mcglinchey.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished this 16th day of January, 2019, to the following:

VIA E-MAIL
Nicole R. Moskowitz, Esq.
Neustein Law Group, P.A.
18305 Biscayne Blvd., Suite 250
Aventura, FL 33160
nicole@neusteinlaw.com
nlglaw@yahoo.com
gabrielle@neusteinlaw.com

/s/ William L. Grimsley
Attorney

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

January 17, 2019

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that appellant's January 16, 2019 motion for extension of time is granted in part, and appellant shall serve the reply brief within fifteen (15) days from the current due date. In addition, if the reply brief is served after the time provided for in this order, it may be stricken.

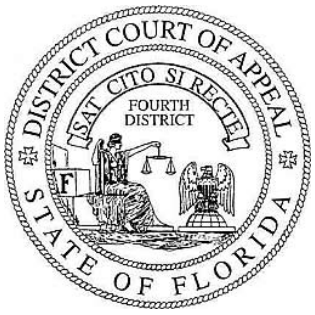
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



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IN THE FOURTH DISTRICT COURT OF APPEAL
IN AND FOR THE STATE OF FLORIDA

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant,

v.

TERRI P. PAGE,

Appellee,
_____/

CASE NO. 4D18-0816

LT Case No. 09-CA-66227

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APPELLANT'S MOTION TO STRIKE
APPENDIX TO ANSWER BRIEF IN PART

COMES NOW Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6 (the "Trust"), through undersigned counsel, and hereby moves the Court to strike a portion of the Appendix to the Answer Brief of Appellee, and in support thereof states as follows:

1. In conjunction with Appellee's Answer Brief, Appellee submitted an Appendix thereto.

2. Appellee's Appendix to the Answer Brief consists of three documents:

- Appellee's Motion for Award of Attorney's Fees and to Tax Costs on Appeal;
- Order granting Appellee's Motion for Award of Attorney's Fees; and
- Verified Complaint to Foreclose Mortgage (Case No.: CACE17015320).

3. However, neither the Record on Appeal in this appeal, nor the docket from the underlying foreclosure action reflects that the "Verified Complaint to Foreclose Mortgage (Case No.: CACE17015320)" was presented to the trial court or made part of the record in the underlying case.

4. "It is axiomatic that appellate review be limited to the record made before the trial court and it is entirely inappropriate and subjects the movant to possible sanctions to inject matters into the appellate proceedings which were not before the trial court." *Konoski v. Shekarkhar*, 146 So. 3d 89, 90 (Fla. 3d DCA 2014) (internal citations omitted). "When a party includes in an appendix material or matters outside the record, or refers to such material or matters in its brief, it is proper for the court to strike the same. *Altchiler v. State*, 442 So. 2d 349, 350 (Fla. 1st DCA 1983). "That an appellate court may not consider matters outside the record is so elemental that there is no excuse for any attorney to attempt to bring such matters before the court." *Id.*; *see also Sandefur v. RVS Capital, LLC*, 183 So. 3d 1258 at fn. 3 (Fla. 4th DCA 2016); *Jeffrey A. Hunt, D.D., P.A. v. Huppman*, 28 So. 3d 989, 993 (Fla. 2d DCA 2010); *Pedroni. v. Pedroni*, 788 So. 2d 1138 at fn. 1 (Fla. 5th DCA 2001) ("Although Pedroni attempts to bring certain documents to this court's attention by including them in an unauthorized appendix attached to her reply brief, such documents are not part of the record on appeal and cannot properly be considered by this court.").

5. Although Appellee generally referenced in her Response in Opposition to Motion for Reconsideration a "new lawsuit" filed by the Trust in 2017 and the pleading filed therein, Appellee did not attach to that Response a copy of the pleading she now asks this Court to consider, and the record does not reflect she otherwise presented a copy of that pleading from the 2017 lawsuit to the trial court.

6. Because neither the Record on Appeal in this appeal, nor the docket from the underlying foreclosure action reflects that the "Verified Complaint to Foreclose Mortgage (Case No.: CACE17015320)" was presented to the trial court or made part of the record in the underlying case, this Court should not consider same and should strike that document from the Appendix to Answer Brief.

WHEREFORE, Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6 hereby respectfully requests this Honorable Court enter an order striking the "Verified Complaint to Foreclose Mortgage (Case No.: CACE17015320)" from the Appendix to Answer Brief and award any other such relief this Court deems just and proper.

McGLINCHEY STAFFORD

/s/ William L. Grimsley
William L. Grimsley, Esq.
Florida Bar No. 0084226

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Jacksonville, FL 32256
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lwhite@mcglinchey.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished this 31st day of January, 2019 to the following:

VIA E-MAIL
Nicole R. Moskowitz, Esq.
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/s/ William L. Grimsley
Attorney

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RECEIVED, 01/31/2019 03:35:26 PM, Clerk, Fourth District Court of Appeal

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

DCA CASE NO.: 4D18-0816

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,
Appellant / Plaintiff

vs.

TERRI P. PAGE,
Appellee / Defendant

On Appeal from the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida
Civil Division Case No. CACE0966227

REPLY BRIEF OF DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6

McGLINCHEY STAFFORD
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Table of Contents

Page

TABLE OF CITATIONS ii

ARGUMENT 1

I. The Trust's Primary Argument on Appeal was Preserved in its Motion for Reconsideration of the Order Granting Entitlement to Attorney's Fees and Costs, so a Hearing Transcript is Unnecessary 2

II. Appellee's Argument That the Endorsements on the Note Were Insufficient to Transfer the Note and Mortgage Precluded an Award of Attorney's Fees; Notwithstanding, the Trial Court's Determination That the Trust did not Have Standing to File the Lawsuit Left it Without Jurisdiction to Award Attorney's Fees 5

III. A Defect in the Trial Court's Jurisdiction can be Raised for the First Time on Appeal 9

IV. A Court Cannot be Called Into Action Unless its Jurisdiction is Lawfully Invoked By a Proper Party, Even if the Court Otherwise has Jurisdiction to Adjudicate the Particular Class of Cases Before it. 11

V. This Court's Award of Attorney's Fees in a Pre-*Glass* Appeal Bears no Relevance to this Appeal. 13

VI. This Court Cannot Affirm on an Alternative Basis Where the Record was not Developed Below to Support the Alternative Basis for Affirmance. 14

CONCLUSION 15

CERTIFICATE OF SERVICE 16

CERTIFICATE OF COMPLIANCE 16

TABLE OF CITATIONS

Page(s)

CASES

Alekseyev v. U.S. Bank Nat. Ass'n,
189 So. 3d 935 (Fla. 4th DCA 2016) 10

Applegate v. Barnett Bank of Tallahassee,
377 So. 2d 1150 (Fla. 1979) 3, 5

Badger v. Badger,
568 So. 2d 79 (Fla. 4th DCA 1990) 4

Bank of New York Mellon Trust Co., N.A. v. Fitzgerald,
215 So. 3d 116 (Fla. 3d DCA 2017) 7

Bettez v. City of Miami,
510 So. 2d 1242 (Fla. 3d DCA 1987) 4

Commercial Garden Mall v. Success Academy, Inc.,
453 So. 2d 934 (Fla. 4th DCA 1984) 4

Corrigan v. Bank of Am., N.A.,
189 So. 3d 187(Fla. 2d DCA 2016) 9

E & A Produce Corp. v. Superior Garlic Int'l, Inc.,
864 So. 2d 449 (Fla. 3d DCA 2003) 3

Florida Cmty. Bank, N.A. v. Red Rd. Residential, LLC,
197 So. 3d 1112 (Fla. 3d DCA 2016) 7

Florida E. Coast Ry. Co. v. Rouse,
194 So. 2d 260 (Fla. 1966) 13

Friedle v. Bank of New York Mellon,
226 So. 3d 976 (Fla. 4th DCA 2017) 14

Griffith v. Florida Parole & Probation Comm'n,
485 So. 2d 818 (Fla. 1986) 8

Guardianship of Halpert v. Rosenbloom,
698 So. 2d 938 (Fla. 4th DCA 1997) 3

Helmich v. Wells Fargo Bank, N.A.,
136 So. 3d 763 (Fla. 1st DCA 2014).....4

Hollifield v. Renew & Co., Inc.,
18 So. 3d 616 (Fla. 1st DCA 2009).....4

Johnson v. Deutsche Bank Nat'l Tr. Co. Americas,
248 So. 3d 1205 (Fla. 2d DCA 2018) 3

Lovett v. Lovett,
112 So. 768 (Fla. 1927).....8

Madl v. Wells Fargo Bank, N.A.,
244 So. 3d 1134 (Fla. 5th DCA 2017) 5

Martinez v. Giacobbe,
951 So. 2d 902 (Fla. 3d DCA 2007) 10

Mendez v. Ortega,
134 So. 2d 247 (Fla. 3d DCA 1961) 8

Nationstar Mortg. LLC v. Glass,
219 So. 3d 896 (Fla. 4th DCA 2017) 5

North Shore Hospital, Inc. v. Barber,
143 So. 2d 849 (Fla. 1962).....4

Rudel v. Rudel,
111 So. 3d 285 (Fla. 4th DCA 2013) 10

Silver Star Citizens' Comm. v. City Council of Orlando,
194 So. 2d 681 (Fla. 4th DCA 1967) 10

Stevens v. Allegro Leasing, Inc.,
562 So. 2d 380 (Fla. 4th DCA 1990) 10

Streicher v. U.S. Bank Nat'l Ass'n,
2016 WL 1028359 n.10 (S.D. Fla. Mar. 15, 2016)..... 11, 12

Zarate v. Deutsche Bank Nat. Tr. Co. as, Tr., 81 So. 3d 556 (Fla. 3d DCA 2012) 3, 4

RULES

Rule 1.540, Florida Rules of Civil Procedure 4

Rule 9.210, Florida Rules of Appellate Procedure.....16

ARGUMENT[1]

In the Answer Brief, TERRI P. PAGE ("Appellee") argues that (i) appellate review of the trial court's misconception of the law is frustrated without a transcript from the initial hearing on entitlement to attorney's fees; (ii) the endorsements to the Note gave the Trust standing at trial; (iii) the trust waived its argument on subject matter jurisdiction; (iv) the trial court has jurisdiction over foreclosure cases, so the Trust's lack of standing at the inception of the case did not deprive the court of jurisdiction over the matter; (v) this Court awarded attorney's fees to Appellee in a prior appeal, so it should find that fees are appropriate now, notwithstanding the lack of standing of the Trust; and (vi) the Court should affirm the Final Judgment on an alternative basis pursuant to Section 57.105(1), even though that statutory provision was not raised below in the trial court.

Appellee's arguments are without merit because (I) the Trust's primary argument on appeal was preserved in its Motion for Reconsideration of the Order Granting Entitlement to Attorney's Fees and Costs, so a hearing transcript is unnecessary; (II) Appellee's argument that the endorsements on the Note were insufficient to transfer the Note and Mortgage precluded an award of attorney's fees; notwithstanding, the trial court's determination that the Trust did not have standing

[1] The facts and argument set forth in the Initial Brief are fully adopted and reaffirmed by reference herein. All terms defined in the Initial Brief will have the same meaning and definition in this Reply Brief. Citations to Appellee's Answer Brief shall be referred to by "A.B." followed by the appropriate page number(s).

to file the lawsuit left it without jurisdiction to award attorney's fees; (III) a defect in the trial court's jurisdiction can be raised for the first time on appeal; (IV) A court cannot be called into action unless its jurisdiction is lawfully invoked by a proper party, even if the court otherwise has jurisdiction to adjudicate the particular class of cases before it; (V) this Court's award of attorney's fees in a pre-*Glass* appeal bears no relevance to this appeal; and (VI) this Court cannot affirm on an alternative basis where the Record was not developed below to support the alternative basis for affirmance. Consequently, the Final Judgment must be reversed.

I. The Trust's Primary Argument on Appeal was Preserved in its Motion for Reconsideration of the Order Granting Entitlement to Attorney's Fees and Costs, so a Hearing Transcript is Unnecessary.

In Section A of the Answer Brief, Appellee argues that the absence of a transcript from the initial hearing on entitlement to attorney's fees, which took place in September 2016, precludes appellate review of the issue of Appellee's entitlement to fees. [A.B. 6-7]. Appellee specifically contends that "[i]t is unknown whether [the Trust] even argued that its lack of standing at the time the Complaint was filed was even raised at this hearing." [A.B. 7]. In the absence of a transcript, Appellee asserts, "this Court has no way to determine" whether the trial court erred in granting Appellee entitlement to attorney's fees as the prevailing party. [A.B. 7]. Contrary to Appellee's contention, the Trust preserved the arguments it makes on appeal in its Motion for Reconsideration of the Order Granting Entitlement to Attorney's Fees and Costs presented to and denied by the trial court. [R. 397-403].

Under Florida law, while it is "often helpful" to have a hearing transcript during appellate review, it is not necessary in every case, especially where the record on appeal demonstrates which arguments were preserved by the appellant. *Johnson v. Deutsche Bank Nat'l Tr. Co. Americas*, 248 So. 3d 1205, 1211 (Fla. 2d DCA 2018); *see Guardianship of Halpert v. Rosenbloom*, 698 So. 2d 938, 939 (Fla. 4th DCA 1997) (finding the absence of a transcript did not preclude appellate review of the order awarding attorney's fees); *cf. E & A Produce Corp. v. Superior Garlic Int'l, Inc.*, 864 So. 2d 449, 451, 452 (Fla. 3d DCA 2003) (finding that where the appellant failed to oppose or respond to the motion for entitlement to fees, a hearing transcript was necessary for appellate review).

The two cases relied on by Appellee—*Applegate v. Barnett Bank of Tallahassee*, 377 So. 2d 1150 (Fla. 1979) and *Zarate v. Deutsche Bank Nat. Tr. Co. as Tr.*, 81 So. 3d 556 (Fla. 3d DCA 2012)—are wholly distinguishable from this case. In *Applegate*, the appellant appealed a final judgment following "a nonjury trial without a court reporter." 377 So. 2d at 1151. There the court found the absence of a hearing transcript was "fatal" because "[t]he trial court's imposition of a constructive trust could well be supported by evidence adduced at trial but not stated in the judge's order or otherwise apparent in the incomplete record on appeal." *Id.* at 1152. In *Zarate*, the appellant failed to respond to the plaintiff's motion for summary judgment, and a default final judgment was entered. 81 So. 3d at 557. Under those circumstances, the court found a transcript of the summary judgment

hearing was necessary to determine whether the issues argued on appeal were raised at the hearing, or if any objection was made to the court's consideration of them. *Id*.

Here, unlike *Applegate* and *Zarate*, the Trust specifically argued in its Motion for Reconsideration of the Order Granting Entitlement to Attorney's Fees and Costs that a party that prevails on its argument that a plaintiff lacked standing to sue on the contract cannot recover fees based on the same contract. Therefore, it is abundantly clear from the Record in this appeal that the Trust preserved for appellate review the issue of whether the Trust's lack of standing to enforce the Note and Mortgage precluded awarding fees pursuant to the Note and Mortgage. That the Trust first raised those arguments in its Motion for Reconsideration is of no consequence, as a court has inherent authority to reconsider, alter, or retract any of its non-final rulings prior to entry of the final judgment or order terminating an action.[2]

In fact, the arguments raised by the Trust in the Motion for Reconsideration were primarily based on case law that was decided subsequent to the September 2016 hearing on entitlement to fees in the underlying action. The critical point is

[2] *Helmich v. Wells Fargo Bank, N.A.*, 136 So. 3d 763 (Fla. 1st DCA 2014); *North Shore Hospital, Inc. v. Barber*, 143 So. 2d 849 (Fla. 1962); *Commercial Garden Mall v. Success Academy, Inc.*, 453 So. 2d 934 (Fla. 4th DCA 1984). A motion for reconsideration is the proper means by which to request such relief from non-final orders. *Bettez v. City of Miami*, 510 So. 2d 1242, 1243 (Fla. 3d DCA 1987). Non-final orders cannot be attacked pursuant to Fla. R. Civ. P. 1.540 and therefore the time limits imposed therein do not apply. *See Hollifield v. Renew & Co., Inc.*, 18 So. 3d 616, 617 (Fla. 1st DCA 2009); *Badger v. Badger*, 568 So. 2d 79, 80 (Fla. 4th DCA 1990).

that when presented with the law and arguments in the Motion for Reconsideration, the trial court nevertheless misapplied the law and erroneously awarded Appellee attorney's fees. Indeed, the Florida Supreme Court acknowledged in *Applegate* that even in the absence of a transcript, "a misconception by the trial judge of a controlling principle of law can constitute grounds for reversal." 377 So. 2d at 1152.

In sum, because the Trust raised in its Motion for Reconsideration of the Order Granting Entitlement to Attorney's Fees and Costs that a party that prevails on its argument that a plaintiff lacked standing to sue on the contract cannot recover fees based on the same contract, the absence of hearing transcript does not preclude appellate review of that issue.

II. Appellee's Argument That the Endorsements on the Note Were Insufficient to Transfer the Note and Mortgage Precluded an Award of Attorney's Fees; Notwithstanding, the Trial Court's Determination That the Trust did not Have Standing to File the Lawsuit Left it Without Jurisdiction to Award Attorney's Fees.

In Section B of the Answer Brief, Appellee contends that the Trust's reliance on *Nationstar Mortg. LLC v. Glass*, 219 So. 3d 896 (Fla. 4th DCA 2017) is misplaced. [A.B. 7-11]. Appellee specifically argues that the Court in *Glass* did not address the situation where a plaintiff is found to have standing at trial. Appellee asserts that because the endorsements on the Note appeared after the case was filed, the Trust had standing at trial. Appellee argues the case law relied upon by the Trust involved cases where the plaintiff never became a party to the contract, and encourages this Court to follow *Madl v. Wells Fargo Bank, N.A.*, 244 So. 3d 1134

(Fla. 5th DCA 2017).[3]

As an initial matter, the trial court observed that the evidence did not show the endorsements appeared on the Note before the case was filed but did not specifically find that the Trust was a party to the contract. The trial court dismissed the case for lack of standing. Critically, Appellee prevailed on her argument that the Trust did not have standing, which included an argument that the Trust was not a party to the Note and Mortgage. Specifically, Appellee's "final argument with respect to the endorsements" was that "there is no proof the Deutsche Bank is the actual trustee for this loan, the endorsement that is put on the note is that [sic] references Deutsche Bank, that is just general, it doesn't make any specific reference to this specific trust." [Tr. 74:13-19]. Appellee continued that "[t]here is literally nothing before [the court] to show that Deutsche Bank is the proper party to file this lawsuit, and that this note is even part of the Deutsche Bank Trust as listed on the complaint." [Tr. 74:19-23].

In other words, Appellee argued the endorsements on the Note were insufficient to make the Trust a party to the Note and Mortgage. After the case was

[3] Appellee also argues that a foreclosure complaint filed in an action subsequent to the dismissal of this action demonstrates that the Trust is a party to the Note and Mortgage. However, a pleading filed in an unrelated case bears no relevance to this particular appeal. Notably, Appellee included that foreclosure complaint in her Appendix to the Answer Brief, but that document was not part of the Record in this case. The Trust has separately moved to strike that document from Appellee's Appendix.

dismissed for lack of standing, Appellee took a contrary position when seeking fees and argued the Trust was a party to the Note and Mortgage. The circumstances here are akin to *Florida Cmty. Bank, N.A. v. Red Rd. Residential, LLC*, 197 So. 3d 1112 (Fla. 3d DCA 2016), where the borrower argued that she never signed the mortgage and prevailed, she then took a contrary position when seeking attorney's fees, but the district court found she was not entitled to fees where she successfully argued she was not a party to the contract. Here because Appellee argued the Trust did not become a party to the Note and Mortgage by virtue of the endorsements, she is not entitled to fees against the Trust pursuant to the Note and Mortgage.

Moreover, notwithstanding that the Florida Supreme Court recently quashed this Court's decision in *Glass*, the Florida Supreme Court cited favorably *Bank of New York Mellon Trust Co., N.A. v. Fitzgerald*, 215 So. 3d 116 (Fla. 3d DCA 2017), where the defendant successfully argued the endorsement on the note did not transfer the note to the plaintiff. Like in *Fitzgerald*, Appellee argued that the endorsements on the Note were insufficient to transfer the Note and Mortgage to the Trust, as discussed above. In any event, *Glass* was quashed on grounds distinguishable from this case. For example, *Glass* involved entitlement to prevailing party fees following the voluntary dismissal of an appeal, unlike the present case, and the record in *Glass* did not reflect that the lower court gave specific reasons for dismissing the case, and standing was one of four reasons for dismissal raised the defendant, unlike the trial court in this case.

Further, it does not appear the Florida Supreme Court was presented with or considered in *Glass* the jurisdictional issue raised in this appeal. That is critical because in order to have jurisdiction to award attorney's fees, a court must have the "jurisdictional power to adjudicate the class of cases to which such case belongs," *and* its jurisdiction must be "*invoked* in the particular case by lawfully bringing before it the necessary parties to the controversy." *Lovett v. Lovett*, 112 So. 768, 775-76 (Fla. 1927) (emphasis in original). "Courts are bound to take notice of the limits of their authority and if want of jurisdiction appears at any stage of the proceedings original or appellate, the court should notice the defect and enter an appropriate order." *Mendez v. Ortega*, 134 So. 2d 247, 248 (Fla. 3d DCA 1961). When jurisdiction "ceases to exist, the only function remaining to the court is that of announcing the fact and dismissing the cause." *Griffith v. Florida Parole & Probation Comm'n*, 485 So. 2d 818, 821 (Fla. 1986) (citations omitted).

In the present case, the trial court made the determination at trial that the Trust did not have standing to file the underlying lawsuit. In doing so, the trial court necessarily concluded that its jurisdiction was not lawfully invoked by the proper party. Once that determination was made, the trial court was duty bound to announce that the Trust did not have standing to lawfully invoke its jurisdiction and dismiss the case. The trial court dismissed the case, but erroneously reserved jurisdiction to consider attorney's fees. A court cannot reserve jurisdiction it never had in the first place. That the trial court did not make that determination until trial makes no

difference, as jurisdiction can and should be considered at any stage of the proceedings, original or appellate.

In sum, Appellee's successful argument at trial that the endorsements on the Note were insufficient to transfer the Note and Mortgage to the Trust precludes an award of attorney's fees pursuant to the very Note and Mortgage to which she argued the Trust was not a party. Even if the Trust was a party to the Note and Mortgage at the time of trial, the trial court's determination that the Trust did not have standing to file the lawsuit left it without jurisdiction to award attorney's fees in this case because the court's jurisdiction was not lawfully invoked.

III. A Defect in the Trial Court's Jurisdiction can be Raised for the First Time on Appeal.

In Section C of the Answer Brief, Appellee argues that the Trust's argument regarding the jurisdiction of the trial court to award attorney's fees after finding the Trust did not have standing to file the underlying foreclosure action was not raised below and cannot be raised for the first time on appeal. [A.B. 11-12]. Contrary to Appellee's contention, fundamental errors can be addressed for the first time on appellate review, regardless of whether the Trust raised such issues below.

Under Florida law, the trial court's finding as to standing deprived it of jurisdiction to adjudicate the merits of the substantive claims of the case, such as awarding attorney's fees against a party that the court found lacked standing. *See Corrigan v. Bank of Am., N.A.*, 189 So. 3d 187, 191(Fla. 2d DCA 2016) (Lucas, J.,

concurring) ("The failure to prove a historic point of standing precluded any consideration of the substantive merits of [the bank]'s claim. . . . That is so because, equity notwithstanding, this unbending rule of standing has become a 'jurisdictional prerequisite' in effect, if not in name."); *Silver Star Citizens' Comm. v. City Council of Orlando*, 194 So. 2d 681, 682 (Fla. 4th DCA 1967) ("The record shows no right of the petitioners to bring the suit. This left the circuit court with lack of jurisdiction over the subject matter.") (internal citations omitted).

Awarding attorney's fees without jurisdiction is a fundamental error that can be appropriately raised for the first time for appeal. *Martinez v. Giacobbe*, 951 So. 2d 902, 904 (Fla. 3d DCA 2007) ("[I]t would be fundamental error if the trial court entered an attorney's fee judgment without jurisdiction."); *Rudel v. Rudel*, 111 So. 3d 285, 291 (Fla. 4th DCA 2013) ("As this involves the issue of subject-matter jurisdiction, it may be raised for the first time on appeal."); *Stevens v. Allegro Leasing, Inc.*, 562 So. 2d 380, 381 (Fla. 4th DCA 1990) (considering a fundamental error for the first time on appeal). In fact, this Court has held that a defect in the trial court's jurisdiction may even be raised sua sponte for the first time on appeal. *Alekseyev v. U.S. Bank Nat. Ass'n*, 189 So. 3d 935, 937 (Fla. 4th DCA 2016) (considering an issue related to subject matter jurisdiction even though neither party raised the issue on appeal.)

In sum, because the trial court did not have jurisdiction to award Appellee attorney's fees, which constitutes a fundamental error, it is appropriate for consideration of this issue for the first time on appeal.

IV. A Court Cannot be Called Into Action Unless its Jurisdiction is Lawfully Invoked By a Proper Party, Even if the Court Otherwise has Jurisdiction to Adjudicate the Particular Class of Cases Before it.

In Section D of the Answer Brief, Appellee contends that the trial court had jurisdiction to award attorney's fees notwithstanding its ruling that the Trust did not have standing to enforce the Note and Mortgage at the time the case was filed. [A.B. 12-14]. Remarkably, Appellee agrees with the Trust that there are two components of a court's subject matter jurisdiction: (i) the power of the court to adjudicate the class of cases to which a particular case belongs; and (ii) the court's jurisdiction must be lawfully invoked. [A.B. 12]. Contrary to Appellee's contentions, however, it is not enough to satisfy one of those two components in order to exercise jurisdiction; both components must be met. *See Streicher v. U.S. Bank Nat'l Ass'n*, 2016 WL 1028359 at *9 n.10 (S.D. Fla. Mar. 15, 2016) ("When a party lacks standing, it cannot invoke the court's jurisdiction to hear the particular case even if the court otherwise has jurisdiction over the subject matter of the class of cases to which the particular case belongs.").

Moreover, Appellee fails to appreciate what it takes to "lawfully invoke" a court's jurisdiction. As discussed in detail in the Initial Brief, a court's jurisdiction cannot be lawfully invoked by a party that does not have standing to sue. [I.B. 12-

15]. Here, because the trial court found the Trust did not have standing to sue, the court's jurisdiction to act was never lawfully invoked, even though the court otherwise has jurisdiction to hear the class of cases to which this case belongs, so the court was precluded from taking any further action once it made that determination, including granting entitlement to attorney's fees. *See Streicher*, 2016 WL 1028359 at *9 n.10.

Further, Appellee equates the Trust's argument that Appellee should not be entitled to fees based on a contract that the trial court found the Trust did not have standing to enforce, to an admission by the Trust that "it filed a frivolous lawsuit." [A.B. 13-14]. That gargantuan leap is completely unsupported by the Record, as the Trust made no such admission, and the trial court did not consider or find that the Trust filed a frivolous action. Appellee seemingly makes that leap in an effort to paint the dismissal of the underlying foreclosure action as one delivered as a sanction for filing a frivolous claim to justify fees under Section 57.105(1), despite the trial court's finding that the Trust did not have standing to enforce the Note and Mortgage. As discussed *infra* in Part VI, there is absolutely no basis whatsoever for affirming the Final Judgment based on application of Section 57.105(1).

In sum, notwithstanding that the trial court has jurisdiction to hear the class of cases to which the underlying case belongs, the court's jurisdiction was never lawfully invoked and called into action because the trial court found the Trust did not have standing to sue. Appellee's casting of the Trust's argument on appeal as

an admission to filing a frivolous action that is sanctionable under Section 57.105(1) is both wholly unsupported by the Record and without merit, and it could not serve as an alternative basis for jurisdiction to award attorney's fees in this case.

V. This Court's Award of Attorney's Fees in a Pre-*Glass* Appeal Bears no Relevance to this Appeal.

In Section E of the Answer Brief, Appellee argues that because this Court awarded Appellee attorney's fees in 2016 in a prior appeal, the Court should affirm the trial court's Order Granting Entitlement to Attorney's Fees and Costs that is at issue in this appeal. [A.B. 14-15]. However, at the time this Court granted entitlement to fees in July 2016 in the prior appeal, this Court had not issued its decision in *Glass*, which occurred in June 2017, almost one year later. Had this Court's decision been in place at the time the Court considered entitlement to fees in July 2016 in the prior appeal, presumably the Court would have found Appellee was not entitled to fees in the prior appeal. *See Florida E. Coast Ry. Co. v. Rouse*, 194 So. 2d 260, 262 (Fla. 1966) (holding that appellate courts will dispose of the case according to the law prevailing at the time of the appellate disposition).

Further, as discussed above, although the Florida Supreme Court quashed this Court's decision in *Glass*, it was done so on distinguishable facts and circumstances from this case. Two notable examples mentioned above are that *Glass* involved entitlement to prevailing party fees following the voluntary dismissal of an appeal, and the record in *Glass* did not reflect that the lower court specifically found the

plaintiff did not establish standing, unlike in this case. Moreover, it does not appear the Florida Supreme Court was presented with or considered in *Glass* the jurisdictional issue raised in this appeal.

In sum, that this Court granted entitlement to fees in the prior appeal almost one year before this Court's decision in *Glass* bears no relevance to this appeal.

VI. This Court Cannot Affirm on an Alternative Basis Where the Record was not Developed Below to Support the Alternative Basis for Affirmance.

In Section F of the Answer Brief, Appellee advocates for affirmance of the Final Judgment based on an alternative statutory provision that was not raised below. [A.B. 15]. Specifically, Appellee asserts that this Court can affirm the Final Judgment based on Section 57.105(1), a statutory provision that provides a basis for fees where a court determines a claim or defense was frivolous when initially presented to the court, because the trial court found the Trust did not have standing to enforce the Note and Mortgage.

However, the Record does not reflect that Appellee argued below that entitlement to fees should be awarded pursuant to Section 57.105(1), that the trial court considered or awarded fees pursuant to Section 57.105(1), or that the trial court found the underlying action to be "frivolous" or the Trust's conduct sanctionable. Therefore, the Record was not sufficiently developed below to support Appellee's alternative theory for affirmance of the Final Judgment. *Friedle v. Bank of New York Mellon,* 226 So. 3d 976, 979 (Fla. 4th DCA 2017) (declining to affirm based on the

tipsy coachman doctrine where the record had not been developed to support the alternative basis for affirmance).

In sum, the Record was not sufficiently developed below to support affirming the Final Judgment based on Section 57.105(1).

CONCLUSION

For the foregoing reasons, and those in the Initial Brief, this Court should reverse the Final Judgment.

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Counsel for Appellant

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished via E-mail on this 31st day of January, 2019 to:

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/s/ William L. Grimsley
Attorney

CERTIFICATE OF COMPLIANCE

I HEREBY CERTIFY that Appellant's Reply Brief complies with the font standards in Rule 9.210, Florida Rules of Appellate Procedure. This Reply Brief utilizes Times New Roman 14-point font.

By: */s/ William L. Grimsley*

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IN THE FOURTH DISTRICT COURT OF APPEAL
IN AND FOR THE STATE OF FLORIDA

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant,

v.

CASE NO. 4D18-0816

LT Case No. 09-CA-66227

TERRI P. PAGE,

Appellee,
_____/

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APPELLANT'S REQUEST FOR ORAL ARGUMENT

Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6, by and through its undersigned counsel and pursuant to Florida Rule of Appellate Procedure 9.320, hereby requests oral argument in this matter and believes that oral argument will help the Court reach a decision in this appeal.

Dated this 8th day of February, 2019.

McGLINCHEY STAFFORD

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I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished this 8th day of February, 2019 to the following:

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/s/ William L. Grimsley
Attorney

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

February 19, 2019

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that appellee is directed to respond, within ten (10) days from the date of this order, to appellant's January 31, 2019 motion to strike.

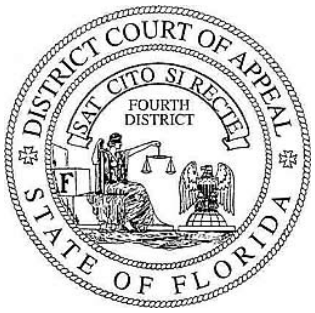
Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

kh

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



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CASE NO: 4D18-0816
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE
Appellee(s)/Respondent(s),
_____/

RESPONSE TO APPELLANT'S MOTION TO STRIKE APPENDIX TO ANSWER BRIEF IN PART

Appellee, TERRI P. PAGE, by and through her undersigned counsel, hereby files this Response to Appellant's Motion to Strike Appendix to Answer Brief in Part, and as grounds states:

1. Over a year after the lower court granted entitlement to attorney's fees, Appellant filed a Motion for Reconsideration of the Order Granting Entitlement to Attorney's Fees and Costs ("Motion for Reconsideration"). R. at 397-403.
2. The lower court then ordered Appellee to file a response to the Motion for Reconsideration ("Response"). R. at 407-14.
3. In the year that had passed since the initial granting of entitlement, Appellant had filed a new lawsuit against Appellee in order to attempt the foreclosure process anew, Lower Tribunal No. 17-015320, which involves the same parties and loan documents as the case at hand ("2017 Lawsuit" or "2017 Complaint").

4. Appellant is disingenuous in its statement that Appellee only "generally referenced" a "'new lawsuit'" in her Response. Motion to Strike at 3.
5. In fact, Appellee's Response makes direct references to the 2017 Lawsuit and Complaint. For instance, the Response states, "Further, Plaintiff's Complaint in the 2017 lawsuit has an Assignment of Mortgage from January 27, 2010 attached." R. at 410.
6. The lower court ruled on the Motion for Reconsideration without a hearing. Therefore, it is unknown whether the court actually looked at the 2017 Complaint. It can be assumed however, that the court considered the 2017 Complaint because the response makes direct reference to it.
7. The cases cited by Appellant are inapposite, as the appendices referred to in those cases contained material that was never even considered by the lower courts. *Sandefur v. RVS Cap., Ltd. Liab. Co.*, 183 So. 3d 1258, 1260 (Fla. 4th DCA 2016) ("The referenced documents were not handed to the court or otherwise examined by the court, and the judge acknowledged that the assignment was not in the record."); *Konoski v. Shekarkhar*, 146 So. 3d 89, 89-90 (Fla. 3d DCA 2014) ("Finally, and although having no effect on our ultimate determination, we note with substantial concern the actions of Appellee's appellate counsel in filing an appendix containing documents outside the record which were never presented to, or considered by, the trial court. In fact, the documents contained in the

appendix were generated, and pertain to events occurring, after the filing of the notice of appeal in this case."); *Jeffrey A. Hunt, D.O., P.A. v. Huppman*, 28 So. 3d 989, 993 (Fla. 2d DCA 2010) ("However, Dr. Houston's affidavit was not considered by the circuit court, and it would be improper for this court to consider it for the first time on appeal."); *Altchiler v. State, Dep't of Prof'l Reg., etc.*, 442 So. 2d 349, 350 (Fla. 1st DCA 1983) ("An appellate court will not consider evidence that was not presented to the lower tribunal. . ." (internal citation and quotation marks omitted)).

8. Indeed, it is clear from the case law that if the 2017 Complaint was considered by the lower court in denying the Motion for Reconsideration, it is properly part of the Appendix. Further, it is Appellant's burden to show that the 2017 Complaint was not considered by the lower court.
9. Here, there is no way to do that as the Motion for Reconsideration was decided without a hearing.
10. By filing the 2017 Lawsuit during the course of these proceedings Appellant continues to argue that it has an enforceable contract with Appellee. It is clear that given the Florida Supreme Court's opinion quashing *Glass* that Appellant is grasping at straws to strike the 2017 Complaint because it cannot deny its continued stance that there is a contract between the parties. *Glass v. Nationstar Mortg., LLC*, 44 Fla. L. Weekly S100 (Fla. January 4, 2019).

11. Therefore, because it was directly referenced in the Response, it is properly included in Appellee's Appendix.

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Florida Bar No.:56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on March 1, 2019 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

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By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No. 56570

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

March 18, 2019

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

Upon consideration of appellee's March 1, 2019 response in opposition, it is ORDERED that appellant's January 31, 2019 motion to strike is reserved and will be considered along with the merits of the case. The pendency of this motion shall not toll the time for other acts and the parties shall proceed on the merits of the appeal.

Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Neustein Law Group PA
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

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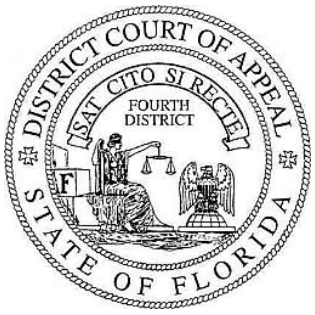
Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

April 10, 2019

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

After reviewing the briefs, the court, pursuant to Florida Rule of Appellate Procedure 9.320, has dispensed with oral argument. The case will be submitted to a conference by a panel of the court.

Served:

cc: Kimberly Held Israel
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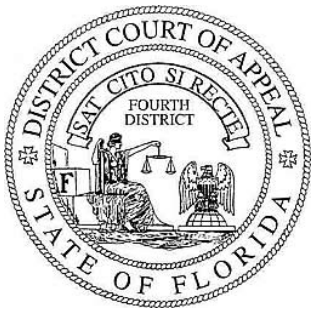
Neustein Law Group Pa
Shaun Michael Zaciewski
William L. Grimsley
Jacquelyn Renee Satmary
Nicole Moskowitz
N. Mark New
Luisa Belilty Benzaquen

mj

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



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IN THE FOURTH DISTRICT COURT OF APPEAL
IN AND FOR THE STATE OF FLORIDA

DEUTSCHE BANK TRUST COMPANY
AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant,

v.

CASE NO. 4D18-0816

LT Case No. 09-CA-66227

TERRI P. PAGE,

Appellee,

_____/

APPELLANT'S NOTICE OF FILING SUPPLEMENTAL AUTHORITY

PLEASE TAKE NOTICE that on this date, Appellant, DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6, by and through the undersigned attorney, hereby files the following supplemental authority:

- *Glass v. Nationstar Mortgage, LLC, etc., et al.*, SC17-1387 (Fla. April 18, 2019). A copy of the supplemental authority is attached hereto as Exhibit "A," and is pertinent to the arguments made in Part I.A of the Initial Brief, and Part II of the Reply Brief.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished this 22nd day of April, 2019 to the following:

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/s/ William L. Grimsley
Attorney

EXHIBIT A

Filing # 88176897 E-Filed 04/18/2019 11:05:22 AM

Supreme Court of Florida

No. SC17-1387

MARIE ANN GLASS,
Petitioner,

vs.

NATIONSTAR MORTGAGE, LLC, etc., et al.,
Respondents.

April 18, 2019

PER CURIAM.

Respondent's Motion to Recall Mandate is hereby granted. The opinion of this Court dated January 4, 2019, is hereby withdrawn, and this opinion is substituted in its place. *See* § 43.44, Fla. Stat. (2018) ("An appellate court may, as the circumstances and justice of the case may require, reconsider, revise, reform, or modify its own opinions and orders for the purpose of making the same accord with law and justice."); Fla. R. Jud. Admin. 2.205(b)(5). In light of the substituted opinion, we hereby deny Respondent's Motion for Clarification.

We initially accepted review of the decision of the Fourth District Court of Appeal in *Nationstar Mortgage LLC v. Glass*, 219 So. 3d 896 (Fla. 4th DCA

2017), based on express and direct conflict with the decision of the First District Court of Appeal in *Bank of New York v. Williams*, 979 So. 2d 347 (Fla. 1st DCA 2008). Upon further consideration, we conclude that jurisdiction was improvidently granted. Accordingly, we hereby discharge jurisdiction and dismiss this review proceeding.

It is so ordered.

CANADY, C.J., and POLSTON, LAWSON, LAGOA, LUCK, and MUÑIZ, JJ., concur.
LABARGA, J., dissents.

NO MOTION FOR REHEARING WILL BE ALLOWED.

Application for Review of the Decision of the District Court of Appeal – Direct Conflict of Decisions

Fourth District - Case No. 4D15-4561

(Broward County)

F. Malcolm Cunningham, Jr. and Amy L. Fischer of The Cunningham Law Firm, P.A., West Palm Beach, Florida,

for Petitioner

Marc James Ayers of Bradley Arant Boult Cummings LLP, Birmingham, Alabama,

for Respondent

Nicholas A. Vidoni of Watson, Soileau, DeLeo & Burgett, P.A., Cocoa, FL; and Beau Bowin of Bowin Law Group, Melbourne, Florida,

for Amicus Curiae Brevard County Legal Aid, Inc.

Michael Wrubel of Michael Jay Wrubel, P.A., Davie, Florida,

for Amicus Curiae Jerry Warren and Michael Jay Wrubel, P.A.

Brian K. Korte of Korte & Wortman, P.A., West Palm Beach, Florida,

for Amicus Curiae Korte & Wortman, P.A.

Peter Ticktin, Jamie Alan Sasson, and Kendrick Almaguer of The Ticktin Law Group, P.L.L.C., Deerfield Beach, Florida,

for Amicus Curiae The Ticktin Law Group, P.L.L.C.

Mandy L. Mills and Matt Bayard of Legal Services of Greater Miami, Inc., Miami, Florida; Lynn Drysdale of Jacksonville Area Legal Aid, Inc., Jacksonville, Florida; and Alice M. Vickers of Florida Alliance for Consumer Protection, Inc., Tallahassee, Florida,

for Amici Curiae Florida Legal Aid and Legal Services Consumer Group, Legal Services of Greater Miami, Inc., Jacksonville Area Legal Aid, Inc., and Florida Alliance for Consumer Protection, Inc.

Geoffrey E. Sherman, Jacquelyn Trask, Yanina Zilberman, and Roy D. Oppenheim of Oppenheim Pilelsky, P.A., Weston, Florida; and Bruce S. Rogow and Tara A. Campion of Bruce S. Rogow, P.A., Fort Lauderdale, Florida,

for Amicus Curiae Frederick and Janelle Sabido and Oppenheim Pilelsky, P.A.

Robert R. Edwards of Choice Legal Group, P.A., Fort Lauderdale, Florida; David Rosenberg of Robertson, Anschutz & Schneid, P.L., Boca Raton, Florida; Marissa M. Yaker of Padgett Law Group, Tallahassee, Florida; and Andrea R. Tromberg of Tromberg Law Group, P.A, Boca Raton, Florida,

for Amicus Curiae American Legal and Financial Network

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,
Appellant,

v.

TERRI P. PAGE, et al.,
Appellees.

No. 4D18-816

[June 12, 2019]

Appeal from the Circuit Court for the Seventeenth Judicial Circuit, Broward County; Barry Stone, Senior Judge; L.T. Case No. CACE0966227.

Kimberly Held Israel and William L. Grimsley of McGlinchey Stafford, Jacksonville, for appellant.

Nicole R. Moskowitz of Neustein Law Group, P.A., Aventura, for appellee, Terri P. Page.

En Banc[1]

MAY, J.

The bank appeals an order awarding attorney's fees to the borrower following an involuntary dismissal of its foreclosure action. It argues the borrower is not entitled to attorney's fees after it prevailed on its standing defense. We agree and reverse.

The bank filed a foreclosure action. The borrower filed an answer and asserted the note and mortgage were void and unenforceable and the bank lacked standing. The case proceeded to trial.

At trial, the borrower argued the bank lacked standing because the note attached to the original complaint contained no endorsements, the endorsements on the note attached to the amended complaints did not contain dates, and the evidence failed to prove it had standing at the

[1] We decide this case en banc because it involves an issue of exceptional importance. Fla. R. App. P. 9.331(a).

inception of the action. The bank responded that it had standing because it possessed the note at the time it filed the complaint.

The trial court granted the borrower's motion for involuntary dismissal.[2] It noted the original complaint contained a note with no endorsements and that a successful transfer to a holder requires "evidence of it other than three year later appearing endorsements." It found no standing at the inception of the action even though the bank had established standing at trial. The bank appealed the involuntary dismissal. We affirmed without opinion. *Deutsche Bank Tr. Co. Americas v. Page*, 214 So. 3d 674 (Fla. 4th DCA 2016).

The borrower then moved for attorney's fees, arguing she prevailed in the action and the note and mortgage provided for attorney's fees. Pursuant to section 57.105(7), Florida Statutes (2017), she argued entitlement to attorney's fees. The trial court granted the borrower's motion and reserved jurisdiction to determine the amount.

Over a year later, the bank moved for reconsideration of the order granting attorney's fees and costs. It argued that since the borrower prevailed in its "lack of standing" argument, the borrower was not entitled to an attorney's fees award. The trial court denied the bank's motion.

The trial court awarded the borrower $52,294 in attorney's fees. From this final judgment, the bank now appeals.

The bank argues the borrower is not entitled to attorney's fees because the involuntary dismissal was based on the borrower's "lack of standing" defense. It further argues the borrower cannot take an inconsistent position and now argue entitlement to attorney's fees under the very contract upon which the bank failed to prove standing.

The borrower responds that this case is similar to *Madl v. Wells Fargo Bank, N.A.*, 244 So. 3d 1134 (Fla. 5th DCA 2017) and *Harris v. Bank of New York Mellon*, 44 Fla. L. Weekly D141 (Fla. 2d DCA Dec. 28, 2018).[3] In

[2] The trial court also found the default letter defective.

[3] The Second District certified conflict with *Nationstar Mortgage LLC v. Glass,* 219 So. 3d 896 (Fla. 4th DCA 2017), *review granted*, SC17-1387, 2018 WL 2069328 (Fla. Feb. 13, 2018), *and review dismissed as improvidently granted*, 44 Fla. L. Weekly S148 (Fla. Apr. 18, 2019), *reh'g stricken*, SC17-1387, 2019 WL 1986842 (Fla. May 6, 2019) and *Bank of New York Mellon Tr. Co., N.A. v. Fitzgerald*, 215 So. 3d 116 (Fla. 3d DCA 2017).

those cases, the Fifth and Second Districts held that regardless of the borrower prevailing on a "lack of standing" defense, because there was proof of a contract between the parties at the time of trial, the borrower is entitled to fees. We disagree.

"[W]hen entitlement of attorney's fees is based on the interpretation of contractual provisions . . . or a statute . . . the appellate court undertakes a de novo review." *Wells Fargo Bank Nat'l Ass'n v. Bird*, 234 So. 3d 833, 834 (Fla. 5th DCA 2018).

Florida follows the "American Rule," which dictates that attorney's fees are only awarded if authorized by contract or statute. *Glass*, 219 So. 3d at 897.

Under section 57.105(7), "[i]f a contract contains a provision allowing attorney's fees to a party when he or she is required to take any action to enforce the contract, the court may also allow reasonable attorney's fees to the other party when that party prevails in any action, whether as plaintiff or defendant, with respect to the contract." § 57.105, Fla. Stat. (2017).

"[W]here a party prevails by arguing the plaintiff failed to establish it had the right pursuant to the contract to bring the action, the party cannot simultaneously seek to take advantage of a fee provision in that same contract." *Glass*, 219 So. 3d at 898. Here, that is precisely what happened. The borrower prevailed when the bank failed to prove standing at the inception of the action notwithstanding that it proved standing at the time of trial. The borrower cannot now rely upon the same contract for an award of attorney's fees.

Both the Fifth and Second Districts reached their holdings in *Madl* and *Harris* by relying upon the existence of a contract between the bank and the borrower notwithstanding the bank's failure to prove standing in the foreclosure action. We decline to go down that rabbit hole.

Here, the borrower prevailed due to the bank's failure to prove standing at the inception of the foreclosure action even though it established standing at the time of trial. The borrower cannot have it both ways. If the borrower prevails on its "lack of standing" defense, it cannot rely on the contract to obtain attorney's fees.[4]

We adhere to our precedent in *Glass* and state our holding simply:

[4] Because of our holding, we need not address the bank's jurisdictional argument.

NO STANDING = NO ATTORNEY'S FEES

We certify conflict with *Madl v. Wells Fargo Bank, N.A.*, 244 So. 3d 1134 (Fla. 5th DCA 2017) and *Harris v. Bank of New York Mellon*, 44 Fla. L. Weekly D141 (Fla. 2d DCA Dec. 28, 2018).

Reversed.

GERBER, C.J., WARNER, GROSS, TAYLOR, DAMOORGIAN, LEVINE, CIKLIN, CONNER, FORST, KLINGENSMITH, and KUNTZ, JJ., concur.

* * *

Not final until disposition of timely filed motion for rehearing.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

June 12, 2019

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellee's December 10, 2018 motion for award of attorney's fees and to tax costs on appeal is denied.

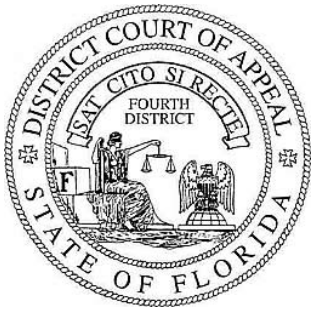
Served:

cc: Shaun Michael Zaciewski
William L. Grimsley
Nicole Moskowitz
N. Mark New
Irvin Wayne Nachman

ms

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT, 110 SOUTH TAMARIND AVENUE, WEST PALM BEACH, FL 33401

June 12, 2019

CASE NO.: 4D18-0816
L.T. No.: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6	v.	TERRI P. PAGE, et al.
Appellant / Petitioner(s)		Appellee / Respondent(s)

BY ORDER OF THE COURT:

ORDERED that the appellant's January 31, 2019 "motion to strike appendix to answer brief in part" is denied.

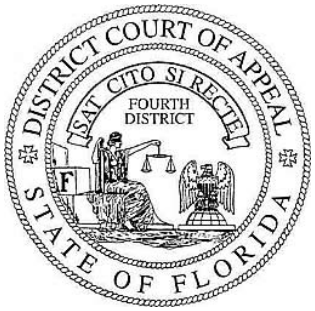
Served:

cc: Shaun Michael Zaciewski
William L. Grimsley
Nicole Moskowitz
N. Mark New
Irvin Wayne Nachman

ms

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal



M A N D A T E

from

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT

This cause having been brought to the Court by appeal, and after due consideration the Court having issued its opinion;

YOU ARE HEREBY COMMANDED that such further proceedings be had in said cause as may be in accordance with the opinion of this Court, and with the rules of procedure and laws of the State of Florida.

WITNESS the Honorable Jonathan D. Gerber, Chief Judge of the District Court of Appeal of the State of Florida, Fourth District, and seal of the said Court at West Palm Beach, Florida on this day.

DATE:	**June 28, 2019**
CASE NO.:	**18-0816**
COUNTY OF ORIGIN:	**Broward**
T.C. CASE NO.:	**CACE0966227**

STYLE: **DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6** **v.** **TERRI P. PAGE, et al.**

DISTRICT COURT OF APPEAL FOURTH DISTRICT [SAT CITO SI RECTE] STATE OF FLORIDA

Lonn Weissblum

LONN WEISSBLUM, Clerk
Fourth District Court of Appeal

Served:

cc: Kimberly Held Israel
Irvin Wayne Nachman
Luisa Belilty Benzaquen
Shaun Michael Zaciewski
William L. Grimsley
Clerk Broward
Nicole Moskowitz
N. Mark New

kr

Filing # 92090542 E-Filed 07/03/2019 03:41:01 PM

RECEIVED, 07/03/2019 03:41:32 PM, Clerk, Fourth District Court of Appeal

CASE NO: 4D18-0816
L.T. NO: CACE0966227

DEUTSCHE BANK TRUST COMPANY AMERICAS AS TRUSTEE RALI 2006-QS6,

Appellant(s)/Petitioner(s),

vs.

TERRI P. PAGE
Appellee(s)/Respondent(s),
_____/

NOTICE TO INVOKE DISCRETIONARY JURISDICTION

NOTICE IS GIVEN that TERRI P. PAGE, by and through the undersigned counsel, invokes the discretionary jurisdiction of the Florida Supreme Court pursuant to Florida Rule of Appellate Procedure 9.030 (a)(2)(A)(vi) to review the decision of this Court rendered June 12, 2019. The decision is certified to be in direct conflict with decisions of other district courts of appeal, specifically, *Madl v. Wells Fargo Bank, N.A.*, 244 So. 3d 1134 (Fla. 5th DCA 2017) and *Harris v. Bank of New York Mellon*, 44 Fla. L.Weekly D141 (Fla. 2d DCA Dec. 28, 2018).

Respectfully submitted,

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No.: 56570

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy was e-served on July 3, 2019 to: William L. Grimsley, Esq., McGlinchey Stafford, 10407 Centurion Pkwy. N., Suite 200, Jacksonville, Florida 32256; E-mail: wgrimsley@mcglinchey.com, lwhite@mcglinchey.com.

NEUSTEIN LAW GROUP, P.A.
18305 Biscayne Blvd., Suite 250
Aventura, Florida 33160
T: (305) 531-2545 F: (305) 531-2365
Primary Email:NLGLaw@yahoo.com
Secondary Email: Gabrielle@neusteinlaw.com

By: /s/ Nicole R. Moskowitz
Nicole R. Moskowitz, Esq.
Fla. Bar No. 56570

FOURTH DISTRICT COURT OF APPEAL
110 SOUTH TAMARIND AVENUE
WEST PALM BEACH, FLORIDA 33401
(561) 242-2000

Date: July 3, 2019

Case Name: Deutsche Bank Trust Company Americas v. Terri Page, Luiza Benzaquen, Courtyards of Grand Palms Assn. Inc, Grand Palms Community Assn. Inc.
Case No: 4D 18-0816
Trial Court No.: CACE0966227
Trial Court Judge: Barry Stone

Dear Mr. Tomasino:

Attached is a certified copy of a Notice to Invoke Discretionary Jurisdiction/Notice of Appeal to the Supreme Court of Florida pursuant to Rule 9.120, Florida Rules of Appellate Procedure. Attached also is this Court's opinion or decision relevant to this case.

☐ The filing fee prescribed by Section 25.241(3), Florida Statutes, was received by this court and will be mailed.

☑ The filing fee prescribed by Section 25.241(3), Florida Statutes, was not received by this court.

☐ Petitioner/Appellant has been previously determined insolvent by the circuit court or our court.

☐ Petitioner/Appellant has already filed, and this court has granted, petitioner/appellant's Motion to proceed without payment of costs in this case.

☐ Petitioner/Appellant filed Notice via EDCA and the fee has not been received by this court.

No filing fee is required in the underlying case in this court because it was:

☐ A Summary Appeal (Rule 9.141)
☐ From the Unemployment Appeals Commission
☐ A Habeas Corpus Proceeding
☐ A Juvenile Case
☐ Other – _____

If there are any questions regarding this matter, please do not hesitate to contact this Office.

Sincerely,

LONN WEISSBLUM
Clerk of the Court

By: /s/ Kristen Amaro
Deputy Clerk

Filing # 92344119 E-Filed 07/10/2019 03:31:47 PM

Supreme Court of Florida

Office of the Clerk
500 South Duval Street
Tallahassee, Florida 32399-1927

JOHN A. TOMASINO
CLERK
MARK CLAYTON
CHIEF DEPUTY CLERK
JULIA BREEDING
STAFF ATTORNEY

PHONE NUMBER: (850) 488-0125
www.floridasupremecourt.org

RECEIVED 07/10/2019 3:53 pm Fourth District Court Of Appeal

ACKNOWLEDGMENT OF NEW CASE

July 10, 2019

RE: TERRI P. PAGE vs. DEUTSCHE BANK TRUST COMPANY AMERICAS, ETC., ET AL.

CASE NUMBER: SC19-1137
Lower Tribunal Case Number(s): 4D18-816; 062009CA066227AXXXCE
Lower Tribunal Filing Date: 7/3/2019

The Florida Supreme Court's case number must be utilized on all pleadings and correspondence filed in this cause. The Court has received the following documents reflecting a filing date of 7/3/2019.

Notice to Invoke Discretionary Jurisdiction seeking review of opinion dated June 12, 2019.

Filers can now pay the $300 filing fee through the portal. To pay this fee, go to the "Document" page after entering the case number. On the "Documents" page, after clicking the "Add" button, navigate to the "Pay Fee" category. Select the "PAY CASE FILING FEE - $300", then go to the bottom of the page and upload a one-page Filing Fee Paid letter, stating that you are paying the fee through the portal. The fee amount and the fields to enter the payment information will be on the "Review and Submit" page. Your fee must be paid within ten days.

tr
cc:
NICOLE RACHAEL MOSKOWITZ
WILLIAM L. GRIMSLEY

HON. LONN WEISSBLUM, CLERK

Filing # 99379876 E-Filed 11/25/2019 09:28:06 AM

Supreme Court of Florida

MONDAY, NOVEMBER 25, 2019

CASE NO.: SC19-1137
Lower Tribunal No(s).:
4D18-816; 062009CA066227AXXXCE

TERRI P. PAGE	vs.	DEUTSCHE BANK TRUST COMPANY AMERICAS, ETC., ET AL.
Petitioner(s)		Respondent(s)

The Court accepts jurisdiction of this case.

Petitioner's initial brief on the merits must be served on or before December 16, 2019; respondent's answer brief on the merits must be served thirty days after service of petitioner's initial brief on the merits; and petitioner's reply brief on the merits must be served thirty days after service of respondent's answer brief on the merits.

The Clerk of the Fourth District Court of Appeal must file the record which must be properly indexed and paginated on or before January 24, 2020. The Clerk may provide the record in the format as currently maintained at the district court, either paper or electronic.

CANADY, C.J., and POLSTON, LABARGA, LAGOA, and MUÑIZ, JJ., concur.

Oral argument will be set by separate order. Counsel for the parties will be notified of the oral argument date approximately sixty days prior to oral argument.

A True Copy
Test:

John A. Tomasino
Clerk, Supreme Court

RECEIVED 11/25/2019 10:04 am Fourth District Court Of Appeal

kj
Served:

WILLIAM L. GRIMSLEY
NICOLE RACHAEL MOSKOWITZ
HON. LONN WEISSBLUM, CLERK

SPENCER D. LEVINE
CHIEF JUDGE
MARTHA C. WARNER
ROBERT M. GROSS
CAROLE Y. TAYLOR
MELANIE G. MAY
DORIAN K. DAMOORGIAN
CORY J. CIKLIN
JONATHAN D. GERBER
BURTON C. CONNER
ALAN O. FORST
MARK W. KLINGENSMITH
JEFFREY T. KUNTZ
JUDGES

DISTRICT COURT OF APPEAL
STATE OF FLORIDA
FOURTH DISTRICT
110 S. TAMARIND AVE.
WEST PALM BEACH, FLORIDA 33401
561-242-2000

LONN WEISSBLUM
CLERK
LYNN COLLETTI
CHIEF DEPUTY CLERK
DANIEL DIGIACOMO
MARSHAL
CANDY QUINTALL
CHIEF DEPUTY MARSHAL
JOSEPH LEVIS
DIRECTOR OF CENTRAL STAFF
JENNIFER BROOKS
DEP. DIRECTOR OF CENTRAL STAFF

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, Lonn Weissblum, Clerk of the District Court Of Appeal, Fourth District, State of Florida, do hereby certify that, pursuant to Florida Rule of Appellate Procedure 9.120(e)(3), the foregoing pages contain the documents filed in the district court in Case No. 4D18-0816 Deutsche Bank Trust Company Americas as Trustee Rali 2006-QS-6 v. Terri P. Page, et al., and a true and correct recital and copy of all such papers and proceedings in said cause as appears from the records and files in my office.

Pursuant to Florida Rules of Appellate Procedure 9.120(e)(1) and 9.120(e)(2), separate Portable Document Format ("PDF") files of the contents of the record as described in rule 9.200(a) and (c) and the transcript as described in rule 9.200(b), have been transmitted.

In Witness Whereof, I have unto set my hand and affixed the Seal of said Court this November 27, 2019.

Lonn Weissblum, Clerk

By: _____

DEPUTY CLERK

Served:
Kimberly Held Israel
Clerk Broward
Irvin Wayne Nachman
Luisa Belilty Benzaquen
N. Mark New
Nicole Moskowitz
Shaun Michael Zaciewski
William L. Grimsley