

**IN THE THIRD DISTRICT COURT OF APPEAL  
IN AND FOR THE STATE OF FLORIDA**

Case No. 3D17-0001

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JOHN M. BENNETT, and  
NANCY L. BENNETT, his wife

Appellants/Petitioners,

vs.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,  
HOME LOAN ALLIANCE, LLC  
F/K/A LEVERAGE FINANCIAL, LLC D/B/A LF LOANS,  
JAMAL M. WILSON, and  
GTE FEDERAL CREDIT UNION,

Appellees/Respondents.

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ON APPEAL FROM THE CIRCUIT COURT  
FOR THE ELEVENTH JUDICIAL CIRCUIT OF FLORIDA  
Lower Court Case No. 12-41600-CA-22

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**APPENDIX  
PRESENTED BY THE APPELLANTS/PETITIONERS**

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Attorney for Appellants  
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Coral Gables, FL 33134  
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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR DADE COUNTY, FLORIDA  
COUNTY CIVIL DIVISION

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiffs,

CASE NUMBER: 12-41600CA-22

vs.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., HOME LOAN ALLIANCE, LLC,  
f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF FOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

CHARLIE HUNTER

Defendants.

**MOTION TO DISMISS FOR LACK OF SUBJECT MATTER  
JURISDICTION AND ALTERNATIVELY MOTION TO  
STRIKE CLAIM FOR PUNITIVE DAMAGES**

COMES NOW Defendants, Home Alliance, LLC, f/k/a Leverage Financial, LLC,  
d/b/a LF Loans, Jamal Wilson and GTE Federal Credit Union, by and through their  
undersigned counsel and files this Motion to Dismiss for Lack of Subject Matter  
Jurisdiction and Alternatively Motion to Strike Claim for Punitive Damages and in  
support hereof would state:

1. Count I of the Complaint filed herein seeks to set forth a claim for Fraud  
in the Execution against Defendants, Home Loan Alliance, LLC, f/k/a Leverage  
Financial, LLC, d/b/a LF Loans and Jamal Wilson, which allegedly occurred following a  
loan closing wherein Plaintiffs contend that a certain Payment Letter in the closing  
documents improperly required them to be responsible for the payment of mortgage  
insurance premiums. It is alleged that as a result thereof, Plaintiffs "suffered a direct loss  
as a consequence of LF Loans and Wilson's fraudulent action in that Plaintiffs have had

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CLERK OF COURT  
DADE COUNTY, FLORIDA

to pay the PMI premiums under protest” and seeks damages for the total PMI payments tendered by them, fees, costs and additionally, demands punitive damages.

2. Count II of the Complaint filed herein seeks declaratory relief against MERS and GTE Federal Credit Union declaring the payment letter containing the improper monthly amount for PMI premiums fraudulently executed and consequently null and void, thereby obviating Plaintiff’s responsibility for payment on the same.

3. Count III of the Complaint filed herein seeks damages against all Defendants as a result of an alleged Truth in Lending Violation by failing to make full disclosure of any PMI requirement, and the cost thereof.

4. The Circuit Courts of Florida lack subject matter jurisdiction which require at a minimum the sum of \$15,000.00, exclusive of attorney’s fees and costs, to be in controversy.

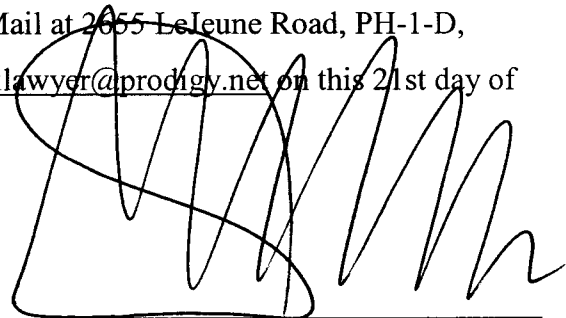
a. In Count I of the Complaint, Plaintiffs have not sustained damages in excess of the required amount in that the consequential damages complained of approximating \$350.00 has previously been refunded in full to the Plaintiffs and permanently removed from their account. Additionally, and pursuant to F.S. 768.72, a claim for punitive damages is not permitted until there is a reasonable showing by evidence in the record that would provide a reasonable basis for recovery of such damages and cannot be pled without leave of court. Section 768.72 was enacted to prevent frivolous or groundless punitive damage claims which force the defendant to devote resources to claims in spite of their intrinsic lack of merit. *Kraft General Foods, Inc. vs. Rosenblum*, 635 So.2d 106, 108 (Fla. 4<sup>th</sup> DCA 1994).

b. The damages sought in Count III of the Complaint also fail to meet the minimum subject matter jurisdictional requirement of the Circuit Court. Plaintiffs seek statutory damages under the Federal Truth In Lending Act (TILA), which are specifically limited to an amount equal to two (2) times the corrected finance charge, up to \$1,000.00, plus reasonable attorney's fees and costs. Even if Defendants were to concede Plaintiffs' entitlement to the maximum statutory damages, the resultant fees and costs would not approach this Court's minimum jurisdictional requirement.

WHEREFORE, Defendants, Home Alliance, LLC, f/k/a Leverage Financial, LLC, d/b/a LF Loans, Jamal Wilson and GTE Federal Credit Union respectfully requests that this Honorable Court enter an Order striking Plaintiffs' claim for punitive damages in Count I, finding Count II moot and dismissing the Complaint filed in this cause for lack of subject matter jurisdiction and for such other relief as the Court deems appropriate and just.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the above and foregoing has been furnished to Rex E. Russo, Esq. by U. S. Mail at ~~2655 LeJeune Road, PH-1-D,~~ Coral Gables, Florida 33134 and by email at [rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net) on this 21st day of December, 2012.



ARTHUR S. CORRALES, ESQ.  
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**0000015**

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 12-41600-CA-22

John M. Bennett, and  
Nancy L. Bennett, his wife,

Plaintiffs,

vs.

Mortgage Electronic Registration Systems, Inc.,  
Home Loan Alliance, LLC f/k/a Leverage  
Financial, LLC d/b/a LF Loans,  
Jamal M. Wilson, and  
GTE Federal Credit Union,

Defendants.

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**SECOND AMENDED COMPLAINT**

COME NOW the Plaintiffs, by and through their undersigned attorney, and file this Second Amended Complaint against the Defendants alleging:

1. This is an action both seeking equitable relief and for compensatory damages in excess of \$15,000.00, exclusive of interest, costs and attorney's fees.
2. Plaintiff John M. Bennett is and at all times herein mentioned was an individual, over the age of 18, competent, and residing in Miami-Dade County, Florida.
3. Plaintiff Nancy L. Bennett is and at all times herein mentioned was an individual, over the age of 18, competent, the wife of John M. Bennett, and residing in Miami-Dade County, Florida.
4. Defendant Mortgage Electronic Registration Systems, Inc. (MERS), is and at all times herein mentioned was a Delaware corporation that is authorized to do business in the State of Florida by the Florida Secretary of State.

5. Defendant Home Loan Alliance, LLC is a Florida Limited Liability Company that was previously known as Leverage Financial, LLC and was doing business under the name of LF Loans (LF Loans).
6. Defendant Jamal M. Wilson (Wilson) is the solely named member of Home Loan Alliance, LLC.
7. Defendant GTE Federal Credit Union (GTE) is and at all times herein mentioned was a Federally Chartered banking entity.

COUNT I  
(FORGERY - DEFENDANTS LF LOANS AND WILSON)

Plaintiffs restate paragraphs 1 through 7 above and further state:

8. On or about June 12, 2012 the Plaintiffs gave a mortgage note to LF Loans in the amount of \$232,900.00 which was secured by a mortgage naming MERS as the mortgagee. A copy of the relevant mortgage is attached hereto.
9. At the time the subject mortgage loan was closed, none of the documents presented to the Plaintiffs for review and execution, nor any previously signed by Plaintiffs for the loan given, contained disclosure to the Plaintiffs, nor an acknowledgment by the Plaintiffs, that the Plaintiffs would be responsible for payment of a premium for mortgage insurance (PMI).
10. LF Loans sold or otherwise assigned its interest in the subject note and mortgage to GTE.
11. Subsequent to the closing of the subject mortgage, the Plaintiffs received a monthly statement from GTE that was exactly \$100.92 more than any of the prior disclosures given to them at the closing due to the inclusion of a premium for mortgage insurance.
12. Plaintiffs objected to the monthly amount stated to be due by GTE and requested documentation substantiating the monthly amount claimed due.

13. GTE replied to the Plaintiffs' objection and request for documentation by submitting, among other documents, a document allegedly signed by the Plaintiffs at closing, titled PAYMENT LETTER TO BORROWER, in which there is an itemized monthly amount for "MMI/PMI INSURANCE" in the amount of \$100.92. A copy of the PAYMENT LETTER TO BORROWER as received by the Plaintiffs from GTE is attached hereto.
14. The PAYMENT LETTER TO BORROWER produced for the Plaintiffs by GTE contains neither true nor authorized signatures of either of the Plaintiffs.
15. Upon subsequent inquiry, it was determined by GTE Loans that the apparent signatures of the Plaintiffs to the PAYMENT LETTER TO BORROWER were forged and in place prior to the acquisition of the mortgage interests by GTE.
16. LF Loans directly or through their agents, at the direction of Wilson, forged the signatures of the Plaintiffs to the subject PAYMENT LETTER TO BORROWER so as to include an amount for PMI that was not agreed to by the Plaintiffs.
17. Plaintiffs have suffered a direct loss as a consequence of the forgery in that the Plaintiffs had to pay the PMI under protest until such time of a correction of the amount for PMI as reflected by the forged PAYMENT LETTER TO BORROWER, and to avoid the mortgage holder from declaring a default under the terms of the mortgage until such time as the forgery is proven.

WHEREFORE, the Plaintiffs demand a judgment against the defendants LF LOANS AND WILSON jointly and severally finding the PAYMENT LETTER TO BORROWER to be a forgery and thereby void and of no effect, and for a monetary award being the total of all PMI payments by the Plaintiffs, or for which the Plaintiffs might otherwise be responsible, plus reasonable attorney's fees, court costs, and such other charges as the court may deem just and proper.

COUNT II

(DECLARATORY DECREE - FLORIDA CHAPTER 86 - DEFENDANTS MERS AND GTE)

Plaintiffs restate paragraphs 1 through 7 above and further state:

18. On or about June 12, 2012 the Plaintiffs gave a mortgage note to LF Loans in the amount of \$232,900.00 which was secured by a mortgage naming MERS as the mortgagee. A copy of the relevant mortgage is attached hereto.
19. At the time the subject mortgage loan was closed, none of the documents presented to the Plaintiffs for review and execution, nor any previously signed by Plaintiffs for the loan given, contained disclosure to the Plaintiffs, nor an acknowledgment by the Plaintiffs, that the Plaintiffs would be responsible for payment of a premium for mortgage insurance (PMI).
20. MERS continues to be the mortgagee securing the subject mortgage and is named herein because this action affects its rights to collection of a mortgage insurance premium from the Plaintiffs.
21. LF Loans sold or otherwise assigned its interest in the subject note and mortgage to GTE whose rights to collection of the mortgage insurance premium from the Plaintiffs are affected by this action.
22. Subsequent to the closing of the subject mortgage, the Plaintiffs received a monthly statement from GTE that was exactly \$100.92 more than any of the prior disclosures given to them at the closing due to the inclusion of a premium for mortgage insurance.
23. Plaintiffs objected to the monthly amount stated to be due by GTE and requested documentation substantiating the monthly amount claimed due.
24. GTE replied to the Plaintiffs' objection and request for documentation by submitting, among other documents, a document allegedly signed by the Plaintiffs at closing, titled PAYMENT

LETTER TO BORROWER, in which there is an itemized monthly amount for “MMI/PMI INSURANCE” in the amount of \$100.92. A copy of the PAYMENT LETTER TO BORROWER as received by the Plaintiffs from GTE is attached hereto.

25. The PAYMENT LETTER TO BORROWER produced for the Plaintiffs by GTE contains neither true nor authorized signatures of either of the Plaintiffs.
26. Upon subsequent inquiry, it was determined by GTE that the apparent signatures of the Plaintiffs to the PAYMENT LETTER TO BORROWER were forged and in place prior to the acquisition of the mortgage interests by GTE.
27. LF Loans directly or through their agents, at the direction of Wilson, forged the signatures of the Plaintiffs to the subject PAYMENT LETTER TO BORROWER so as to include an amount for PMI that was not agreed to by the Plaintiffs.
28. Plaintiffs are in doubt as to their rights and obligations to GTE and MERS regarding their continued payment obligations of the MMI/PMI monthly charges of \$100.92, and which of said entities has benefitted from said payments.
29. Plaintiffs do not believe that either GTE or MERS, or any subsequent assignee of the note and mortgage should benefit from the wrongly obtained MMI/PMI, nor should they have a right to attempt to enforce same, but Plaintiffs fear that non-payment absent a court order could result in the mortgage holder declaring a default under the terms of the mortgage thereby exacerbating the problem.
30. Plaintiffs have no adequate remedy at law as against Defendants GTE and MERS with which to avoid doubt as to their and obligations to GTE and MERS under the mortgage for payment of the MMI/PMI and an exacerbation of the potential damages to all parties.
31. GTE continued to demand and collect the PMI after it was made aware of the forgery thus additionally necessitating this action.



32. This action is necessary to overcome an obligation for which an action by the mortgage holder against the Plaintiffs for non-payment of the PMI would result in the Plaintiffs having to pay attorneys fees to the mortgage holder pursuant to the following terms of the mortgage:
- a. Paragraph 3 of the mortgage states in part: “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: ....; and (d) Mortgage Insurance premiums, if any, ..... in accordance with the provisions of Section 10. These items are called "Escrow Items.””
  - b. Paragraph 10 of the mortgage states in part: “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.”
  - c. Paragraph 1 of the mortgage states in part: “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.”
  - d. Paragraph 9 of the mortgage states in part: “If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, ..... then Lender may do and pay for whatever is reasonable or appropriate to protect Lender’s ..... rights under this Security Instrument, ..... Lender’s actions can include, but are not limited to: .....; (c) paying reasonable attorneys' fees to protect its ..... rights under this Security Instrument; .....”

- e. Paragraph 14 of the mortgage states in part: “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, .....”
33. Plaintiffs are entitled to attorney’s fees pursuant to the provisions of Florida Statutes §57.105(7) which states: “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.”

WHEREFORE, the Plaintiffs request a judgment (a) declaring the PAYMENT LETTER TO BORROWER, in which there is an itemized monthly amount for “MMI/PMI INSURANCE” in the amount of \$100.92, to have been a forgery and consequently null and void, without there being any obligation of the Plaintiffs to continue making such payments, nor any right of recourse against the Plaintiffs for discontinuing said payments, (b) ordering GTE and MERS to reimburse the Plaintiffs all of the advanced MMI/PMI premiums, (c) awarding court costs incurred by Plaintiffs, (d) awarding attorney’s fees reasonably incurred by the Plaintiffs in prosecution of this action.

### COUNT III

(TRUTH-IN-LENDING VIOLATION - DEFENDANTS LF, GTE and MERS)

Plaintiffs restate paragraphs 1 through 7 above and further state:

34. On or about June 12, 2012 the Plaintiffs gave a mortgage note to LF Loans in the amount of \$232,900.00 which was secured by a mortgage naming MERS as the mortgagee. A copy of the relevant mortgage is attached hereto.

35. At the time the subject mortgage loan was closed, none of the documents presented to the Plaintiffs for review and execution, nor any previously signed by Plaintiffs for the loan given, contained disclosure to the Plaintiffs, nor an acknowledgment by the Plaintiffs, that the Plaintiffs would be responsible for payment of a premium for mortgage insurance (PMI).
36. LF Loans violated the Federal Truth-In-Lending Act (TILA), 15 USC 1601 et seq., and Regulation Z (12 CFR 226 ) which contains the regulations implementing TILA, by failing to make full disclosure of any PMI requirement, and the cost therefor, in connection with the particular loan given to the Plaintiffs.
37. MERS continues to be the mortgagee securing the subject mortgage and is named herein because this action affects its rights to collection of PMI from the Plaintiffs.
38. LF Loans sold or otherwise assigned its interest in the subject note and mortgage to GTE whose rights to collection of PMI from the Plaintiffs are affected by this action.
39. Subsequent to the closing of the subject mortgage, the Plaintiffs received a monthly statement from GTE that was exactly \$100.92 more than any of the prior disclosures given to them at the closing due to the inclusion of PMI.
40. Plaintiffs objected to the monthly amount stated to be due by GTE for PMI.
41. Under TILA, specifically §226.4(b)(5) of Regulation Z, PMI is to be considered as part of the overall finance charge.
42. Under TILA, as an additional statutory damage, the Plaintiffs are entitled to an amount equal to two times the correctly calculated finance charge up to \$1,000.00.
43. Under TILA, the Plaintiffs are entitled to an award of their court costs and attorney's fees.

44. Under TILA, due to Defendants' non-compliance therewith, the Plaintiffs are entitled to rescind their contractual obligations under the note and mortgage and receive a full return of all payments made, whether for principal, interest, MIP, or otherwise.

WHEREFORE, the Plaintiffs request a judgment (a) rescinding the mortgage and underlying note, (b) requiring a return to the Plaintiffs of all sums paid to Defendants including for principal, interest, and PMI, (c) awarding statutory damages of \$1,000.00, (d) awarding court costs, and (e) awarding attorney's fees.

REQUEST FOR TRIAL BY JURY

Plaintiffs demand trial by jury of all issues triable by jury as a matter of right.

REX E. RUSSO, ESQ.  
2655 LeJeune Road, PH 1-D  
Coral Gables, Florida 33134  
(305) 442-7393  
Primary email: [RexLawyer@Prodiqy.net](mailto:RexLawyer@Prodiqy.net)

/s/

---

Rex E. Russo  
Florida Bar #0331597

This Instrument Prepared By:

After Recording Return To:

LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33614  
Loan Number: [REDACTED]

[Space Above This Line For Recording Data]

## MORTGAGE

MIN: 100801400000012071

### 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 JUNE 12, 2012, together with all Riders to this document.
- (B) "Borrower" is JOHN M BENNETT AND NANCY L BENNETT HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is LEVERAGE FINANCIAL DBA LF LOANS

Lender is a FLORIDA LIMITED LIABILITY COMPANY organized and existing under the laws of FLORIDA

Lender's address is 1228 EAST 7TH AVE SUITE 200, TAMPA, FLORIDA 33605

(E) "Note" means the promissory note signed by Borrower and dated JUNE 12, 2012. The Note states that Borrower owes Lender TWO HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED AND 00/100 Dollars (U.S. \$ 232,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2042.



*JMB* *10*



- (F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) **"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.
- (H) **"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]:

- |   |   |
|---|---|
| <input type="checkbox"/> Adjustable Rate Rider        | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider                | <input type="checkbox"/> Biweekly Payment Rider         |
| <input type="checkbox"/> 1-4 Family Rider             | <input type="checkbox"/> Second Home Rider              |
| <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify]             |

(I) **"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.

(J) **"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.

(K) **"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.

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

(M) **"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.

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

(O) **"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.

(P) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(Q) **"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.



*John B. [Signature]*

**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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY

of

MIAMI DADE

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of

2362 S E 19 CT  
[Street]

HOMESTEAD  
[City]

, Florida

33035  
[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." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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



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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.



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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

*JMB*  
*SUE*





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.

John M Bennett (Seal)  
JOHN M BENNETT -Borrower  
2362 S E 19 CT, Homestead, FL  
33035

Nancy L Bennett (Seal)  
NANCY L BENNETT -Borrower  
2362 S E 19 CT, Homestead, FL  
33035

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

Witness:

Tania Swanberg  
TANIA SWANBERG

Witness:

Greg E. Monaghan  
Greg E. Monaghan



[Space Below This Line For Acknowledgment]

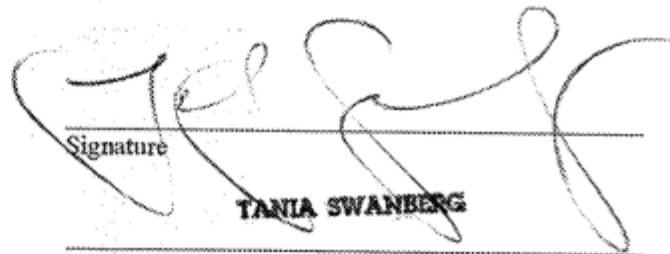
STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 12 day of June 2012  
by JOHN M BENNETT AND NANCY L BENNETT

who is personally known to me or who has produced valid driver's license  
(Type of Identification)  
as identification.

 **TANIA SWANBERG**  
MY COMMISSION # EE 048557  
EXPIRES: January 2, 2015  
Bonded Thru Budget Notary Services

  
Signature  
**TANIA SWANBERG**

Name of Notary

Title

Serial Number, if any

(Seal)





Loan Number: [REDACTED]

Date: JUNE 12, 2012

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

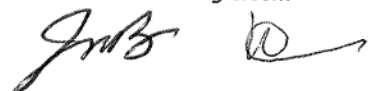
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOT 4, BLOCK 11, OF TOWNGATE NORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 163, PAGE 66, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

A.P.N. # :

DocMagic eForms  
www.docmagic.com





Loan Number: [REDACTED]

**CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 12<sup>th</sup> day of JUNE, 2012, 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 LEVERAGE FINANCIAL DBA LF LOANS, A FLORIDA LIMITED LIABILITY COMPANY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2362 S E 19 CT, HOMESTEAD, FLORIDA 33035  
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

TOWNGATE NORTH  
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project 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, from 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.

*[Handwritten signatures]*



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

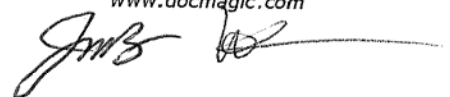
In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security 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, whether of the unit or of the common elements, 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 Condominium Project, 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 condominium 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.




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

*John M Bennett*  
\_\_\_\_\_  
JOHN M BENNETT (Seal)  
-Borrower

*Nancy L Bennett*  
\_\_\_\_\_  
NANCY L BENNETT (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



PAYMENT LETTER TO BORROWER

FROM: LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

RE: Loan Number: [REDACTED]  
Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

TO: JOHN M BENNETT, NANCY L BENNETT  
2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

Dear Borrower:

The monthly payments on the above referred to loan are to begin on AUGUST 1, 2012, and will continue monthly until JULY 1, 2042

Your monthly payment will consist of the following:

PRINCIPAL AND INTEREST	\$ 1,095.18
MMI/PMI INSURANCE	100.92
RESERVE FOR TAXES	63.30
RESERVE FOR INSURANCE	55.40
RESERVE FOR FLOOD INSURANCE	24.08
<hr/>	
TOTAL MONTHLY PAYMENTS	\$ 1,338.88

You are to make your payments to:  
GTE FEDERAL CREDIT UNION  
PO BOX 986  
NEWARK, NEW JERSEY 07184-0986

Any correspondence, or calls, in reference to your loan, please refer to the above loan number.

Copy received and acknowledged.

Date: 10-12-12

John M Bennett  
JOHN M. BENNETT

Nancy L Bennett  
NANCY L BENNETT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 12-41600 CA 22

Florida Bar No.: 359300

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiff,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendant.

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**DEFENDANTS ANSWER AND AFFIRMATIVE DEFENSES TO THE SECOND**

**AMENDED COMPLAINT**

Defendants, JAMAL WILSON, et al, through undersigned counsel, hereby file their  
Answer and Affirmative Defenses to the Second Amended Complaint, and state:

1. Defendants admit the allegations of 2-7.
2. All other allegations of the complaint are denied and strict proof demanded  
thereof.
3. Any allegation not specifically responded to herein is denied and strict proof is  
demanded.

**AFFIRMATIVE DEFENSES**

1. Plaintiffs have failed to comply with all conditions precedent to the filing of these actions by failing to allege same, by failing allege that Defendants failed to cure the alleged defect, by failing to allege that Plaintiffs provided notice of doubt as to their rights and by failing to provide the requisite notice letter under TILA.

2. Plaintiffs' claims fall below the jurisdictional level of this court.

3. Plaintiffs fail to state any cause of action because:

A) Plaintiffs fail to specify any damages;

B) Plaintiffs fail to specify any actual controversy that would not have an adequate remedy at law; and,

C) Plaintiffs fail to specify any actual violation of TILA; and,

D) Plaintiffs fail to specify any actual damages under TILA.

4. The Plaintiffs are guilty of unclean hands and are therefore not entitled to equity/

5. As to the Declaratory Relief action:

A) No doubt exists as to any rights;

B) No issue or dispute exists that would be ripe for consideration by the Court; and

C) Plaintiffs have a complete and adequate remedy at law.

6. As to the Truth in Lending action, Plaintiff has failed to state a cause of action by failing to identify actual violations of the statute.

**CERTIFICATE OF SERVICE**

I HERE BY CERTIFY that a copy hereof has been furnished electronically on the 23rd day of February 2016 to: Rex Russo, Esquire, 2655 Le Jeune Road, PH 1-D, Coral Gables, Florida 33134; ([rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net)).

SCOTT JAY FEDER, P.A.  
Attorneys for Defendant Wilson  
4649 Ponce de Leon Boulevard, Suite 402  
Coral Gables, FL 33146  
E-mail: [scottj8@aol.com](mailto:scottj8@aol.com)  
[taylor.lemus@gmail.com](mailto:taylor.lemus@gmail.com)  
Telephone: (305) 669-0060  
Facsimile: (305) 669-4220

By: /s/ Scott Jay Feder  
Scott Jay Feder

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 12-41600 CA 22

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiff,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., a HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendant.

**DEFENDANTS' AMENDED MOTION FOR FINAL SUMMARY JUDGMENT AND  
FOR SANCTIONS PURSUANT TO F.S. §57.105 (2016)**

Defendants, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS"),  
HOME LOANS ALLIANCE, LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a LF LOANS ("LF  
LOANS"), JAMAL M. WILSON ("WILSON") and GTE FEDERAL CREDIT UNION ("GTE"),  
through undersigned counsel, hereby move for Final Summary Judgment and for Sanctions  
against Plaintiffs JOHN M. BENNETT and NANCY BENNETT, and their counsel, for  
pleadings and actions that are wholly without legal or factual merit and state:

**INTRODUCTION**

While the facts and circumstances at bar are somewhat lengthy, the basic core elements of  
each legal claim lack factual support such that judgment as a matter of law should be entered for



the defendants. There are no genuine issues of material fact in dispute upon which Plaintiffs should be permitted to proceed with legal action. Defendants are entitled to Final Summary Judgment on all claims as a matter of law. Furthermore, Florida law and specifically F.S. §57.105 (2014) provides for sanctions whenever claims have been brought in bad faith that are without factual or legal basis.

In each of their complaints<sup>1</sup>, Plaintiffs' allege they never knew about the possibility of mortgage insurance for this loan, never acknowledged that there could be mortgage insurance, and that when mortgage insurance was attempted to be collected the owner of the note and mortgage for the first monthly payment due, that they objected and thereafter received a forged document to try to collect this.

In their depositions, however, Plaintiffs verified that they executed documentation showing they knew there was mortgage insurance required for this loan in their initial application and again in subsequent revised applications prior to closing on the loan. Plaintiffs further admitted that they have no evidence as to who forged the offending document. Finally, Plaintiffs admitted that they were notified that the issue of mortgage insurance was removed from the loan before they ever made the first mortgage insurance payment into escrow.

Thus Plaintiffs admitted that they have no actual damages as they made three voluntary payments into their escrow account of the total sum of \$302.76 which payments remained their own funds the entire time and shortly after making the payments were returned to them.

Plaintiffs and their counsel knew these facts when this litigation was initiated. Thus the key factual allegations are false. Accordingly, the litigation is in bad faith. Defendants are not only entitled to Final Summary Judgment, but also to sanctions pursuant to F.S. §57.105 (2016).

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<sup>1</sup> Plaintiffs are currently traveling on their Second Amended Complaint.

**STATEMENT OF MATERIAL FACTS**

1. On or about April 17, 2012, Plaintiffs<sup>2</sup> applied for a HARP II loan in the amount of \$232,100 with an interest rate of 4.00% for 30 years understanding that this was a government sponsored program to help homeowners after the recession. (Depo JB, pgs. 4, 9, 30; NB, pg. 3; Ex. 16)

2. The purpose of this loan was to refinance the \$218,422 existing loan on their homestead property which had a value at the time of the application of approximately \$120,000. (Ex. 16)

3. From the beginning of this loan process, Plaintiffs repeatedly executed documents, under penalty of perjury, acknowledging there would be mortgage insurance on the loan, to wit:

a) On April 17, 2012, Plaintiffs executed two documents with mortgage insurance disclosed: (i) the original application which listed mortgage insurance in the specific monthly amount of \$103.35; and, (ii) a Truth-In-Lending Disclosure Statement listing the total monthly escrow amount of \$237.60 for “taxes, insurance and private mortgage insurance”. (Depo JB, pgs. 11, 30; Ex. 16, Ex. 13, pgs. 14-15)

b) On May 9, 2012, Plaintiffs executed another application due to a minor increase in the loan amount requested to \$232,900 which again listed mortgage insurance in the specific monthly amount of \$103.35 on the loan and again executed a Truth-in-Lending Disclosure Statement listing the total monthly escrow amount of \$237.60 for “taxes, insurance and private mortgage insurance”. (Depo JB, pg. 12, Ex. 14, pgs. 1-7)

4. On June 12, 2012, the loan closed. On that date, Plaintiffs executed a mortgage and note to LF LOANS, the original lender. The amount of the loan remained at \$232,900, but

the interest rate had now gone down to 3.875%. (Depo. JB, pg. 9)

5. After the closing, Plaintiffs received a monthly statement for the first payment due that included mortgage insurance of \$100.92 monthly. (Depo. JB, pg. 19-21)

6. Plaintiffs allege they called GTE, objected to the charge for mortgage insurance, and claim they then received “among other documents, a document allegedly signed by the Plaintiffs at closing, titled PAYMENT LETTER TO BORROWER, in which there is an itemized monthly amount for ‘MMI/PMI INSURANCE.’” (Second Amended Complaint, par. 13)

7. Plaintiffs claim this document contains their forged signatures. (Second Amended Complaint, par. 14)

8. Plaintiffs, through their attorney, objected on July 10, 2012, wherein counsel wrote:

Your Loan Statement includes an amount that is exactly \$100.92 higher than any of the prior disclosures given to the borrowers at closing due to the inclusion of PMI Insurance. Be advised, the Payment Letter to Borrower you presented is not the same as the one signed by the borrowers at closing and undoubtedly contains forged signatures. The one actually signed by the borrowers and presented by them to me for my review includes no amount for PMI insurance. \* \* \* The borrowers have no contractual obligation to pay the amount in your Loan Statement and have no desire to acquire PMI insurance. \* \* \* **However, we demand that this matter be fully rectified within 60 days.** (Depo. JB, pg. 11, Ex. 13, pgs. 146-7)(emphasis added)

9. On July 16, 2012, JAMAL WILSON of LF LOANS responded to Plaintiffs’ attorney advising that mortgage insurance was a requirement on all HARP loans during the refinance process, and that the Plaintiffs were aware of the need for mortgage insurance. WILSON attached the documents signed by the Plaintiffs in the application process showing that mortgage insurance was initially disclosed on this loan. He advised that apparently the title company had erred and he was working on correcting the situation. He also advised that due to

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<sup>2</sup> Plaintiff John Bennett was a Master Sergeant in the US Army reserves at the time of the loan. Nancy

the nature of HARP loans, the mortgage insurance could not be removed and asked that the borrower resign the correct documents. (Depo. JB, pg. 11, Ex. 13, pg. 155)

10. On July 19, 2012, Plaintiffs' counsel wrote WILSON back, stating that his clients would not be "resigning anything." Counsel stated his clients had "no legal obligation to do so, and if proper disclosures had been made, including the amounts required, they might have opted to not proceed." Counsel went further, **threatening litigation and stating that "Your veiled threats do not impress me. Suck it up and do the right thing before it bites you."** (Depo. JB, pg. 11, Ex. 13, pg. 166)(emphasis added)

11. On July 20, 2012, WILSON responded to Plaintiffs' counsel, stating that he was not making any threats or demands, that he was taking every step to remedy the situation, and that they were "working through all the options". He stated that **if the mortgage insurance company can make a change to the policy and remove it, "we will be happy to take that action"**. (Depo. JB, pg. 11, Ex. 13, pg. 166)(emphasis added)

12. Just twenty days after Plaintiffs filed their objection to mortgage insurance, the issue was cured by its being removed from this loan. On July 30, 2012, WILSON wrote to Plaintiffs' counsel stating "We have finally gotten a response from the MI company. **We are able to remove the MI from this loan .....Your clients MI portion of their monthly payment will be returned...."** (Depo. JB, pg. 11, Ex. 13, pg. 169)(emphasis added)

13. On October 17, 2012, GTE sent the borrower the monthly payment statement which now reflected that the mortgage insurance charge was removed. (Depo. JB, pg. 11, Ex. 13, pg. 173)

14. Plaintiffs had paid the \$100.92 mortgage insurance charge to the escrow account



for August, September and October for a total of \$302.76. This sum was returned to the Plaintiffs on November 14, 2012. (Depo. JB, pg. 11, 33:Ex. 13, pg 1)

15. On October 23, 2012, Plaintiffs commenced this lawsuit, suing in three counts, to wit: damages for “Fraud in the Execution” against LF LOANS and JAMAL WILSON; for a declaratory decree against MERS and GTE that this loan did not require mortgage insurance; and, for statutory damages under the federal Truth-In-Lending Act (TILA) against all defendants and for rescission of the loan. (Complaint dated October 23, 2012). Plaintiffs alleged:

a) In the Fraud in the Execution count, Plaintiffs alleged that at the time of closing of the loan, “none of the documents presented to the Plaintiffs for review and execution, nor any previously signed by the Plaintiffs for the loan given, contained disclosure to the Plaintiffs, nor an acknowledgement by the Plaintiffs, that the Plaintiffs would be responsible for payment of a premium for mortgage insurance.” (Complaint, par. 9);

b) Plaintiffs alleged that “LF LOANS directly, at the direction of WILSON, or through their agents, forged the signatures of the Plaintiffs to the subject PAYMENT LETTER TO BORROWER so as to include an amount for PMI that was not agreed to by the Plaintiffs”. (Complaint, par. 17);

c) Plaintiffs alleged that “WILSON promised to correct the fraudulent action by seeing to the removal of the PMI charge and to reimbursing the Plaintiffs the PMI premium that the Plaintiffs had paid in to date under protest. However WILSON has failed to keep his promise”. (Complaint, par. 18); and,

d) In the count claiming a TILA violation, Plaintiffs alleged it was a TILA violation when afterwards, Defendant GTE attempted to charge PMI. On this basis, Plaintiffs then sought statutory damages and also rescission of the loan. (Complaint, Count III)

16. The trial court entered the following order, to wit: it dismissed the Fraud in the Execution count with prejudice as no such action exists in Florida, dismissed the Declaratory Judgment count with prejudice as there was no controversy nor doubt; and, dismissed the TILA count as being below jurisdictional limit of the circuit court. (Order docketed July 30, 2014)

17. The Plaintiff moved for reconsideration and shortly thereafter also filed a Notice of Appeal. (Motion docketed August 7, 2014; Notice of Appeal docketed August 29, 2014)

18. The Appellate court dismissed the appeal for lack of jurisdiction. (Order dismissing Appeal docketed October 14, 2014)

19. Eight months later, a new trial judge granted the Motion for Reconsideration in part, reinstating the TILA count and the declaratory relief count and giving the Plaintiff leave to amend its pleadings. (Order docketed March 18, 2015)

20. After another improper complaint, the Plaintiff filed his Second Amended Complaint seeking the following, to wit:

a) damages against LF LOANS and WILSON for the forgery claiming that Plaintiffs never had any knowledge of mortgage insurance and that LF LOANS directly or through their agents, at the direction of WILSON, forged the Plaintiffs' signatures. (Second Amended Complaint, pps. 9, 16);

b) declaratory relief against MERS and GTE claiming Plaintiffs are in doubt as to their rights regarding mortgage insurance; (Second Amended Complaint, pps. 28, 32) and,

c) a TILA claim for statutory damages and rescission based on the claim that the loan documents that did not provide for mortgage insurance were a violation of the Federal Act. (Second Amended Complaint, pps. 34 et seq).

### **SUMMARY OF ARGUMENT**

This case involves claims that are patently false regarding denial of any notice of, and any acknowledgement of, mortgage insurance being a part of this loan. A clerical error occurred in the closing; Plaintiffs took advantage of the error. Despite receiving notice that the mortgage insurance requirement had been eliminated from the loan, Plaintiffs nevertheless voluntarily paid into their own escrow account the monthly amount for mortgage insurance for three months which sum was immediately returned to them. Plaintiffs thus have no damage. Indeed, Plaintiffs have received a windfall of over \$36,000 in savings on this loan due to the clerical error in the closing documents regarding federally required mortgage insurance for this special loan.

Before filing suit, Plaintiffs were aware that the mortgage insurance had been removed from the loan, that they would be receiving the voluntarily paid into escrow funds for of \$302.76 back, that there was no doubt regarding the mortgage, nor any TILA violation, and that they had no evidence that LF LOANS or its agents or WILSON had anything at all to do with the alleged forged document. Despite actual knowledge of these facts, Plaintiffs and their counsel nevertheless have made false allegations of fact and pursued them in bad faith.

### **ARGUMENT**

It is axiomatic that a motion for summary judgment can only be granted when evidence before the Court shows that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. Fla. R. Civ. P. 1.510 (c)(2016); *Holl v. Talcott*, 191 So. 2d 40 (Fla. 1966); *Barco Holdings LLC vs. Terminal Inv. Corp.*, 967 So. 2d 281, (Fla. 3<sup>rd</sup> DCA 2007).

In the case at bar, Plaintiffs knew that the mortgage insurance requirement that had been left off of the final closing documents in error, knew that this legally required insurance was

removed from the loan on July 30, 2012, before they ever made a single monthly payment on the loan, and they knew that they had no legal damages to be suing upon. Furthermore, even assuming there was a forged document, Plaintiffs have no idea who committed this forgery. As to the TILA claim, MERS is not legally responsible for any such alleged violations. Furthermore, TILA only applies to disclosures by the lender made at the closing and provides a 60 day window for curing clerical errors. Accordingly, because there is no mortgage insurance on this loan based on its removal within this cure period, there was no TILA violation at closing.

### **I. Count I Forgery against LF LOANS and WILSON**

Plaintiffs allege that LF LOANS and WILSON forged a document but admit there is no evidence supporting this claim. To prevail against specific defendants, Plaintiff has the burden of proof. Yet Plaintiffs have absolutely no evidence of any kind to support this allegation against these defendants even assuming there is a forged document.

Additionally, Plaintiffs were not damaged by this document. Plaintiffs were aware before making any payment to their escrow account for mortgage insurance that this had been removed from their loan. Furthermore, even assuming doubt on Plaintiff's part regarding this payment in August, September and October, the payment into an escrow account for three months pursuant to the terms of the mortgage is not legal damage to the Plaintiffs. Especially when Plaintiffs received all of these escrowed monies back.

Without injury or damage, there can be no legal claim. "It is fundamental that a person is not entitled to recover damages if he has suffered no injury". *Bank of Miami Beach vs. Newman*, 163 So. 2d 333 (Fla. 3<sup>rd</sup> DCA 1964). In that case involving a forged check, Plaintiffs alleged no injury or damage. The case was dismissed which the appellate court affirmed. In the instant case, while Plaintiffs did allege injury, discovery has proven that there was no loss, injury or damage.



Equitable estoppel is based on principles of fair play and essential justice and arises when one party lulls another party into a disadvantageous legal position:

"Equitable estoppel is the effect of the voluntary conduct of a party whereby he is absolutely precluded, both at law and in equity, from asserting rights which perhaps have otherwise existed, either of property or of contract, or of remedy, as against another person, who has in good faith relied upon such conduct and has been led thereby to change his position for the worse, and who on his part acquires some corresponding right, either of property, or of contract or of remedy."

The doctrine of estoppel is applicable in all cases where one, by word, act or conduct, willfully caused another to believe in the existence of a certain state of things, and thereby induces him to act on this belief injuriously to himself, or to alter his own previous condition to his injury.

*State ex rel. Watson v. Gray*, 48 So.2d 84, 87-88 (Fla.1950) (quoting *3 Pomeroy's Equity Jurisprudence* § 804 (5th ed.1941)).

In the case at bar, Plaintiffs maintained at all times that there never was mortgage insurance on this loan. On this basis, instead of complying with their contractually required duty to cooperate and sign new documents, Plaintiffs falsely stated that there never was mortgage insurance, refused to sign new documents, and expressly gave Defendants sixty days from July 10, 2012 to cure the issues which would have given Defendants until September 8, 2012 to do so. Yet Defendants notified Plaintiffs on July 30, 2012, just twenty days later, that the mortgage insurance had been removed from the loan. This occurred prior to any voluntary payments of \$100.92 by Plaintiffs into their monthly escrow account for said insurance. Plaintiffs therefore cannot now be heard to complain of a TILA violation that mortgage insurance should have been disclosed at closing.

Furthermore, TILA itself provides for a sixty (60) day window to cure errors of the type that occurred at bar. Regulation Z, Subpart D, §108. Thus both statutorily and based on Plaintiffs' own express representation, Defendants had sixty days to "cure" the issue and did so by getting the mortgage insurance removed from the loan once and for all.

Finally, as a matter of law, MERS cannot be held liable for any alleged TILA violations.

Accordingly, Plaintiffs cannot establish all of the elements necessary to proceed with an action for forgery. Just like “fraud in the air”, meaning no damages, a forgery without causing injury does not give rise to a legal claim.

Additionally, the damages being claimed are for payments by Plaintiffs to their own escrow account for the note and mortgage, not to LF LOANS or WILSON, which payments were not even caused by any improper act on LF LOANS’ or WILSON’s part. In *Parker v. Dudley*, 527 So. 2d 240, a claim by the payor against the payee on cashiers checks that the payee never cashed, but allegedly was negligent in returning such that the checks were lost, was held to be legally insufficient because the payor had no damages. Since the only rightful recipient of the funds on a cashiers check would be the payee, the payor had full recourse to the funds back from the bank.

Plaintiffs’ voluntary payments of \$302.76 to its own escrow account does not give rise to a legal claim against LF LOANS or WILSON. Summary judgment on Count I for these defendants should be granted.

## **II. Count II for Declaratory Relief against MERS and GTE**

The Florida Supreme Court long ago set forth the rule that before declaratory relief can be sought, there must be an actual controversy and need for the declaration. Speculations into the future about possibilities are insufficient grounds for declaratory relief. *May v. Holley*, 59 So.2d 636, 639 (Fla.1952). The Court specifically stated:

Before any proceeding for declaratory relief should be entertained it should be clearly made to appear that there is a bona fide, actual, present practical need for the declaration; that the declaration should deal with a present, ascertained or ascertainable state of facts or present controversy as to a state of facts; that some immunity, power, privilege or right of the complaining party is dependent upon the facts or the law applicable to the facts; that there is some person or persons who have, or reasonably may have an actual, present, adverse and antagonistic interest in the subject matter, either in fact or law; that the antagonistic and adverse interests are all before the court by proper process or class representation and that the relief

sought is not merely the giving of legal advice by the courts or the answer to questions propounded from curiosity.

In the case at bar, almost three months prior to filing suit, Plaintiffs were advised that the mortgage insurance had been removed from this loan when WILSON wrote this to them on July 30, 2012. This was just twenty days after Plaintiffs had complained of the problem and given a sixty (60) day window to cure the issue. A week before suit was filed, the monthly statement came showing that the mortgage insurance charge had been removed.

Thus Plaintiffs were aware that there was, and remains, no actual controversy of any kind between them and MERS or GTE. Plaintiffs declaratory relief claim is thus spurious. Their claims of the “possibility” that someone declares a default over the mortgage insurance issue is speculative and without merit. Plaintiffs thus seek an advisory opinion from the court where no actual doubt exists concerning the issue. Plaintiffs claim that they are in doubt as to their rights is spurious in light of Plaintiffs admission of notice on July 30, 2012 that mortgage insurance was removed from the loan, that the monthly statement prior to the lawsuit removed the amount previously being charged for mortgage insurance, and that the three voluntary payments Plaintiff made to the escrow account were returned to them.

In a case similar to the one at bar, summary judgment on a declaratory relief action was affirmed where the defendant had waived the claim for medical bills and thus no actual controversy existed. *Ahern ex. rel Situated vs. Mayo Clinic Corp.*, 180 So. 3d 165 (Fla. 1<sup>st</sup> DCA 2015) *See Martinez v. Scanlan*, 582 So.2d 1167, 1171 (Fla.1991) (explaining that to seek a declaratory judgment there “must exist some justiciable controversy between adverse parties that needs to be resolved for a court to exercise its jurisdiction”). Given the lack of an actual controversy, any declaration under Chapter 86 would be an advisory opinion, which this Court

has repeatedly stated is inappropriate. *See Apthorp v. Detzner*, 162 So.3d 236 (Fla. 1st DCA 2015); *see also McCarty v. Myers*, 125 So.3d 333 (Fla. 1st DCA 2013).

Summary judgment for MERS and GTE on Count II for declaratory relief should be granted.

### III. Truth-In-Lending Claim against LF LOANS, GTE and MERS

In an application of “Alice in Wonderland” type logic, Plaintiffs claim that there never was mortgage insurance for this loan, yet attempt to seek TILA statutory damages based on the statements after the closing regarding mortgage insurance. These statements are not governed by TILA which only applies to disclosures at or prior to closing. 15 USC 1601 et seq. and Regulation Z (12 CFR 226). Furthermore, given that Plaintiffs refused to cooperate with the TILA requirements during the sixty day cure period that Plaintiffs themselves expressly agreed to provide while at the same time taking the position that there never was mortgage insurance which has been removed from the loan during the cure period, there is no violation. One cannot claim that there never was mortgage insurance on the loan, have this removed from the loan during a period of time one has expressly agreed to within which the issue needs to be cured, have the issue timely cured, yet then seek TILA violations for closing documents that did not disclose that very issue that now does not exist. Plaintiffs are equitably estopped from this claim.

As noted in *Major League Baseball vs. Morsani*, 790 So.2d 1071, 1076 (Fla. 2001):

The doctrine of equitable estoppel has been a fundamental tenet of Anglo American jurisprudence for centuries:

"Estoppel," says Lord Coke, "cometh of the French word *estoupe*, from whence the English word stopped; and it is called an estoppel or conclusion, because a man's own act or acceptance stoppeth or closeth up his mouth to allege or plead [otherwise]."

Lancelot Feilding Everest, *Everest and Strode's Law of Estoppel* 1 (3d ed.1923).

The doctrine, which was part of the English common law when the State of Florida was founded, was adopted and codified by the Florida Legislature in 1829.



MERS is a national electronic registration system and acts as the nominee for the beneficial owner of the mortgage loan. It is not a lender nor is it the lender on this loan. As such, it is not a creditor nor assignee as defined in TILA which are the only parties to which TILA applies. No Florida case addresses the issue, but other courts have, consistently stating that MERS has no TILA liability for such alleged violations. *Blau v. Am Servicing*, 2009 WL 3174823 (D. Ariz, Sept. 28, 2009)(MERS, as the nominee, cannot be liable for any TILA violation regarding disclosure prior to MERS being so nominated); *Ridha v. Mortgage Elec. Registration Sys., Inc.*, 2010 WL 4867416 (E.D. Mich, Nov. 23, 2010)(TILA does not apply to MERS “because [MERS] did not originate the loan and therefore do[es] not meet the definition of ‘creditor’ under the TILA”); *Slimm v. Bank of Am. Corp.*, 2013 WL 1867035 (D.N.J., May 2, 2013)(“the Court dismisses this claim against Defendant MERS, as it has previously been recognized by numerous federal courts that MERS is neither a creditor nor assignee as defined by TILA, and therefore cannot be held liable under its terms”. See *Cannon v. U.S. Bank, N.A.*, 2011 WL 2117015 (D.Haw. May 24, 2011)(“Defendant MERS is neither a creditor nor assignee as defined by TILA.”); *Ward v. Sec. Atl. Mortg. Elec. Reg. Sys., Inc.*, 858 F.Supp.2d 561, 567 (E.D.N.C.2012); *Reyes v. WMC Mortg. Corp.*, 2012 WL 1067560, (N.D.Cal. Mar. 28, 2012); *Stovall v. Nat’l Default Servs. Corp.*, 2011 WL 1103582, (D.Nev. Mar. 23, 2011); *GMAC Mortg., LLC v. McKeever*, 2010 WL 2639828 (E.D.Ky. June 29, 2010); *Horton v. Country Mortg. Servs., Inc.*, 2010 WL 55902 (N.D.Ill. Jan.4, 2010); *Pennington v. EquiFirst Corp.*, 2011 WL 322818 (D.Kan. Jan. 31, 2011)); and, *Hartman v. Deutsche Bank Nat’l Trust Co.*, 2008 WL 2996515 (E.D. Pa, Aug. 1, 2008).

Accordingly, summary judgment should be granted on Plaintiffs TILA claims.

**PLAINTIFFS AND THEIR COUNSEL ARE IN BAD FAITH**

Prior to initiating this litigation, Plaintiffs were aware that the mortgage insurance had been removed from this loan, that their voluntary payments of \$302.76 into their escrow account would be returned, and that there was no further request for this charge. Plaintiffs were also aware that they had expressly given Defendants a sixty (60) day window in which to cure the alleged defect and it had been so cured. Nevertheless, Plaintiffs started the lawsuit, made false claims therein such as claiming they had never had any knowledge of mortgage insurance when they did, alleging specific parties had made forgeries when they had absolutely no knowledge or evidence of that and claiming doubt as to their rights when there was no doubt. This is classic bad faith litigation tactics.

The legislature enacted F.S. §57.105 (2014) to end frivolous litigation, providing that:

- (1) Upon the court's initiative or motion of any party, the court shall award a reasonable attorney's fee, including prejudgment interest, to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceeding or action in which the court finds that the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial:
  - (a) Was not supported by the material facts necessary to establish the claim or defense; or
  - (b) Would not be supported by the application of then-existing law to those material facts.

Accordingly, given that the Plaintiffs allegations are materially false, Plaintiffs and their counsel, should be sanctioned for violating Florida Statute 57.105 (2014). Defendants complied with the statutory safe harbor provisions of F.S. §57.105(2014) by giving advance notice to the Plaintiffs and their counsel of this motion before filing same and waiting for the appropriate time frame to pass within which Plaintiffs could withdraw their claims, yet Plaintiffs and their counsel

have not withdrawn the claims and instead have continued to pursue the claims. The Court, on its own initiative also has the express power to award such sanctions.

**CONCLUSION**

As there are no genuine issues of material fact supporting Plaintiffs' claims, final summary judgment should be granted on each of Plaintiffs counts in the Second Amended Complaint. As Plaintiffs actions are in bad faith, with knowledge that many key allegations are false, sanctions should be entered against Plaintiffs and their counsel according to law.

**CERTIFICATE OF SERVICE**

I HERE BY CERTIFY that a copy hereof has been furnished electronically on the 19th day of September 2016 to: Rex Russo, Esquire, 2655 Le Jeune Road, PH 1-D, Coral Gables, Florida 33134; ([rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net) ).

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By: /s/ Scott Jay Feder  
Scott Jay Feder

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 12-41600 CA 22

Florida Bar No.: 359300

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiff,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., a HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendant.

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**DEFENDANTS' NOTICE OF FILING AN APPENDIX OF THE EVIDENCE  
NECESSARY TO SUPPORT DEFENDANT'S MOTION FOR SUMMARY JUDGMENT  
AND FOR SANCTIONS PURSUANT TO F.S. §57.105 (2016)**

**APPENDIX**

Second Amended Complaint	Exhibit A
Exhibit 12	Exhibit B
Exhibit 14	Exhibit C
Exhibit 16	Exhibit D
Exhibit 13, Pages 146-147	Exhibit E
Exhibit 13, Page 155	Exhibit F
Exhibit 13, Page 166	Exhibit G
Exhibit 13, Page 169	Exhibit F
Exhibit 13, Page 173	Exhibit I



Exhibit 13, Page 1

Exhibit J

Deposition of John Bennett dated 6.24.16

Exhibit K

Deposition of Nancy Bennett dated 6.24.16

Exhibit L

**CERTIFICATE OF SERVICE**

I HERE BY CERTIFY that a copy hereof has been furnished electronically on the 2<sup>nd</sup> day of September 2016 to: Rex Russo, Esquire, 2655 Le Jeune Road, PH 1-D, Coral Gables, Florida 33134; ([rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net)).

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By: /s/ Scott Jay Feder  
Scott Jay Feder

# Exhibit A

671 ✓

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 12-41600-CA-22

John M. Bennett, and  
Nancy L. Bennett, his wife,

Plaintiffs,

vs.

Mortgage Electronic Registration Systems, Inc.,  
Home Loan Alliance, LLC f/k/a Leverage  
Financial, LLC d/b/a LF Loans,  
Jamal M. Wilson, and  
GTE Federal Credit Union,

Defendants.

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**SECOND AMENDED COMPLAINT**

COME NOW the Plaintiffs, by and through their undersigned attorney, and file this Second Amended Complaint against the Defendants alleging:

1. This is an action both seeking equitable relief and for compensatory damages in excess of \$15,000.00, exclusive of interest, costs and attorney's fees.
2. Plaintiff John M. Bennett is and at all times herein mentioned was an individual, over the age of 18, competent, and residing in Miami-Dade County, Florida.
3. Plaintiff Nancy L. Bennett is and at all times herein mentioned was an individual, over the age of 18, competent, the wife of John M. Bennett, and residing in Miami-Dade County, Florida.
4. Defendant Mortgage Electronic Registration Systems, Inc. (MERS), is and at all times herein mentioned was a Delaware corporation that is authorized to do business in the State of Florida by the Florida Secretary of State.

5. Defendant Home Loan Alliance, LLC is a Florida Limited Liability Company that was previously known as Leverage Financial, LLC and was doing business under the name of LF Loans (LF Loans).
6. Defendant Jamal M. Wilson (Wilson) is the solely named member of Home Loan Alliance, LLC.
7. Defendant GTE Federal Credit Union (GTE) is and at all times herein mentioned was a Federally Chartered banking entity.

COUNT I  
(FORGERY - DEFENDANTS LF LOANS AND WILSON)

Plaintiffs restate paragraphs 1 through 7 above and further state:

8. On or about June 12, 2012 the Plaintiffs gave a mortgage note to LF Loans in the amount of \$232,900.00 which was secured by a mortgage naming MERS as the mortgagee. A copy of the relevant mortgage is attached hereto.
9. At the time the subject mortgage loan was closed, none of the documents presented to the Plaintiffs for review and execution, nor any previously signed by Plaintiffs for the loan given, contained disclosure to the Plaintiffs, nor an acknowledgment by the Plaintiffs, that the Plaintiffs would be responsible for payment of a premium for mortgage insurance (PMI).
10. LF Loans sold or otherwise assigned its interest in the subject note and mortgage to GTE.
11. Subsequent to the closing of the subject mortgage, the Plaintiffs received a monthly statement from GTE that was exactly \$100.92 more than any of the prior disclosures given to them at the closing due to the inclusion of a premium for mortgage insurance.
12. Plaintiffs objected to the monthly amount stated to be due by GTE and requested documentation substantiating the monthly amount claimed due.

13. GTE replied to the Plaintiffs' objection and request for documentation by submitting, among other documents, a document allegedly signed by the Plaintiffs at closing, titled PAYMENT LETTER TO BORROWER, in which there is an itemized monthly amount for "MMI/PMI INSURANCE" in the amount of \$100.92. A copy of the PAYMENT LETTER TO BORROWER as received by the Plaintiffs from GTE is attached hereto.
14. The PAYMENT LETTER TO BORROWER produced for the Plaintiffs by GTE contains neither true nor authorized signatures of either of the Plaintiffs.
15. Upon subsequent inquiry, it was determined by GTE Loans that the apparent signatures of the Plaintiffs to the PAYMENT LETTER TO BORROWER were forged and in place prior to the acquisition of the mortgage interests by GTE.
16. LF Loans directly or through their agents, at the direction of Wilson, forged the signatures of the Plaintiffs to the subject PAYMENT LETTER TO BORROWER so as to include an amount for PMI that was not agreed to by the Plaintiffs.
17. Plaintiffs have suffered a direct loss as a consequence of the forgery in that the Plaintiffs had to pay the PMI under protest until such time of a correction of the amount for PMI as reflected by the forged PAYMENT LETTER TO BORROWER, and to avoid the mortgage holder from declaring a default under the terms of the mortgage until such time as the forgery is proven.

WHEREFORE, the Plaintiffs demand a judgment against the defendants LF LOANS AND WILSON jointly and severally finding the PAYMENT LETTER TO BORROWER to be a forgery and thereby void and of no effect, and for a monetary award being the total of all PMI payments by the Plaintiffs, or for which the Plaintiffs might otherwise be responsible, plus reasonable attorney's fees, court costs, and such other charges as the court may deem just and proper.



COUNT II

(DECLARATORY DECREE - FLORIDA CHAPTER 86 - DEFENDANTS MERS AND GTE)

Plaintiffs restate paragraphs 1 through 7 above and further state:

18. On or about June 12, 2012 the Plaintiffs gave a mortgage note to LF Loans in the amount of \$232,900.00 which was secured by a mortgage naming MERS as the mortgagee. A copy of the relevant mortgage is attached hereto.
19. At the time the subject mortgage loan was closed, none of the documents presented to the Plaintiffs for review and execution, nor any previously signed by Plaintiffs for the loan given, contained disclosure to the Plaintiffs, nor an acknowledgment by the Plaintiffs, that the Plaintiffs would be responsible for payment of a premium for mortgage insurance (PMI).
20. MERS continues to be the mortgagee securing the subject mortgage and is named herein because this action affects its rights to collection of a mortgage insurance premium from the Plaintiffs.
21. LF Loans sold or otherwise assigned its interest in the subject note and mortgage to GTE whose rights to collection of the mortgage insurance premium from the Plaintiffs are affected by this action.
22. Subsequent to the closing of the subject mortgage, the Plaintiffs received a monthly statement from GTE that was exactly \$100.92 more than any of the prior disclosures given to them at the closing due to the inclusion of a premium for mortgage insurance.
23. Plaintiffs objected to the monthly amount stated to be due by GTE and requested documentation substantiating the monthly amount claimed due.
24. GTE replied to the Plaintiffs' objection and request for documentation by submitting, among other documents, a document allegedly signed by the Plaintiffs at closing, titled PAYMENT

LETTER TO BORROWER, in which there is an itemized monthly amount for “MMI/PMI INSURANCE” in the amount of \$100.92. A copy of the PAYMENT LETTER TO BORROWER as received by the Plaintiffs from GTE is attached hereto.

25. The PAYMENT LETTER TO BORROWER produced for the Plaintiffs by GTE contains neither true nor authorized signatures of either of the Plaintiffs.
26. Upon subsequent inquiry, it was determined by GTE that the apparent signatures of the Plaintiffs to the PAYMENT LETTER TO BORROWER were forged and in place prior to the acquisition of the mortgage interests by GTE.
27. LF Loans directly or through their agents, at the direction of Wilson, forged the signatures of the Plaintiffs to the subject PAYMENT LETTER TO BORROWER so as to include an amount for PMI that was not agreed to by the Plaintiffs.
28. Plaintiffs are in doubt as to their rights and obligations to GTE and MERS regarding their continued payment obligations of the MMI/PMI monthly charges of \$100.92, and which of said entities has benefitted from said payments.
29. Plaintiffs do not believe that either GTE or MERS, or any subsequent assignee of the note and mortgage should benefit from the wrongly obtained MMI/PMI, nor should they have a right to attempt to enforce same, but Plaintiffs fear that non-payment absent a court order could result in the mortgage holder declaring a default under the terms of the mortgage thereby exacerbating the problem.
30. Plaintiffs have no adequate remedy at law as against Defendants GTE and MERS with which to avoid doubt as to their and obligations to GTE and MERS under the mortgage for payment of the MMI/PMI and an exacerbation of the potential damages to all parties.
31. GTE continued to demand and collect the PMI after it was made aware of the forgery thus additionally necessitating this action.

32. This action is necessary to overcome an obligation for which an action by the mortgage holder against the Plaintiffs for non-payment of the PMI would result in the Plaintiffs having to pay attorneys fees to the mortgage holder pursuant to the following terms of the mortgage:
- a. Paragraph 3 of the mortgage states in part: “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: ....; and (d) Mortgage Insurance premiums, if any, ..... in accordance with the provisions of Section 10. These items are called "Escrow Items.””
  - b. Paragraph 10 of the mortgage states in part: “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.”
  - c. Paragraph 1 of the mortgage states in part: “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.”
  - d. Paragraph 9 of the mortgage states in part: “If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, ..... then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's ..... rights under this Security Instrument, ..... Lender's actions can include, but are not limited to: .....; (c) paying reasonable attorneys' fees to protect its ..... rights under this Security Instrument; .....”

e. Paragraph 14 of the mortgage states in part: "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, ....."

33. Plaintiffs are entitled to attorney's fees pursuant to the provisions of Florida Statutes §57.105(7) which states: "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."

WHEREFORE, the Plaintiffs request a judgment (a) declaring the PAYMENT LETTER TO BORROWER, in which there is an itemized monthly amount for "MMI/PMI INSURANCE" in the amount of \$100.92, to have been a forgery and consequently null and void, without there being any obligation of the Plaintiffs to continue making such payments, nor any right of recourse against the Plaintiffs for discontinuing said payments, (b) ordering GTE and MERS to reimburse the Plaintiffs all of the advanced MMI/PMI premiums, (c) awarding court costs incurred by Plaintiffs, (d) awarding attorney's fees reasonably incurred by the Plaintiffs in prosecution of this action.

COUNT III

(TRUTH-IN-LENDING VIOLATION - DEFENDANTS LF, GTE and MERS)

Plaintiffs restate paragraphs 1 through 7 above and further state:

34. On or about June 12, 2012 the Plaintiffs gave a mortgage note to LF Loans in the amount of \$232,900.00 which was secured by a mortgage naming MERS as the mortgagee. A copy of the relevant mortgage is attached hereto.

35. At the time the subject mortgage loan was closed, none of the documents presented to the Plaintiffs for review and execution, nor any previously signed by Plaintiffs for the loan given, contained disclosure to the Plaintiffs, nor an acknowledgment by the Plaintiffs, that the Plaintiffs would be responsible for payment of a premium for mortgage insurance (PMI).
36. LF Loans violated the Federal Truth-In-Lending Act (TILA), 15 USC 1601 et seq., and Regulation Z (12 CFR 226 ) which contains the regulations implementing TILA, by failing to make full disclosure of any PMI requirement, and the cost therefor, in connection with the particular loan given to the Plaintiffs.
37. MERS continues to be the mortgagee securing the subject mortgage and is named herein because this action affects its rights to collection of PMI from the Plaintiffs.
38. LF Loans sold or otherwise assigned its interest in the subject note and mortgage to GTE whose rights to collection of PMI from the Plaintiffs are affected by this action.
39. Subsequent to the closing of the subject mortgage, the Plaintiffs received a monthly statement from GTE that was exactly \$100.92 more than any of the prior disclosures given to them at the closing due to the inclusion of PMI.
40. Plaintiffs objected to the monthly amount stated to be due by GTE for PMI.
41. Under TILA, specifically §226.4(b)(5) of Regulation Z, PMI is to be considered as part of the overall finance charge.
42. Under TILA, as an additional statutory damage, the Plaintiffs are entitled to an amount equal to two times the correctly calculated finance charge up to \$1,000.00.
43. Under TILA, the Plaintiffs are entitled to an award of their court costs and attorney's fees.



44. Under TILA, due to Defendants' non-compliance therewith, the Plaintiffs are entitled to rescind their contractual obligations under the note and mortgage and receive a full return of all payments made, whether for principal, interest, MIP, or otherwise.

WHEREFORE, the Plaintiffs request a judgment (a) rescinding the mortgage and underlying note, (b) requiring a return to the Plaintiffs of all sums paid to Defendants including for principal, interest, and PMI, (c) awarding statutory damages of \$1,000.00, (d) awarding court costs, and (e) awarding attorney's fees.

REQUEST FOR TRIAL BY JURY

Plaintiffs demand trial by jury of all issues triable by jury as a matter of right.

REX E. RUSSO, ESQ.  
2655 LeJeune Road, PH 1-D  
Coral Gables, Florida 33134  
(305) 442-7393  
Primary email: [RexLawyer@Prodiqy.net](mailto:RexLawyer@Prodiqy.net)

/s/

---

Rex E. Russo  
Florida Bar #0331597

This Instrument Prepared By:

After Recording Return To:

LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33614  
Loan Number: [REDACTED]

[Space Above This Line For Recording Data]

## MORTGAGE

MIN: 100801400000012071

### 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 JUNE 12, 2012, together with all Riders to this document.
- (B) "Borrower" is JOHN M BENNETT AND NANCY L BENNETT HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is LEVERAGE FINANCIAL DBA LF LOANS

Lender is a FLORIDA LIMITED LIABILITY COMPANY organized and existing under the laws of FLORIDA  
Lender's address is 1228 EAST 7TH AVE SUITE 200, TAMPA, FLORIDA 33605

(E) "Note" means the promissory note signed by Borrower and dated JUNE 12, 2012. The Note states that Borrower owes Lender TWO HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED AND 00/100 Dollars (U.S. \$ 232,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2042



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- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "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.
- (H) "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]:

- |   |   |
|---|---|
| <input type="checkbox"/> Adjustable Rate Rider        | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider                | <input type="checkbox"/> Biweekly Payment Rider         |
| <input type="checkbox"/> 1-4 Family Rider             | <input type="checkbox"/> Second Home Rider              |
| <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify]             |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(Q) "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.



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**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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY

of

MIAMI DADE

:

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of

2362 S E 19 CT

[Street]

HOMESTEAD

, Florida

33035

("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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





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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and





assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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

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

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

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

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

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder



of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

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

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

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

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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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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

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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.

*JMB*  
*ML*



**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.

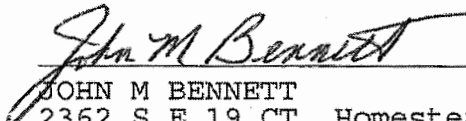
**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered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

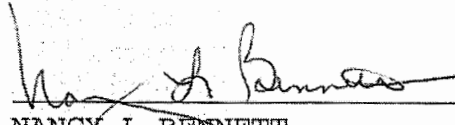
**24. Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

**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.

 (Seal)  
JOHN M BENNETT -Borrower  
2362 S E 19 CT, Homestead, FL  
33035

 (Seal)  
NANCY L BENNETT -Borrower  
2362 S E 19 CT, Homestead, FL  
33035

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

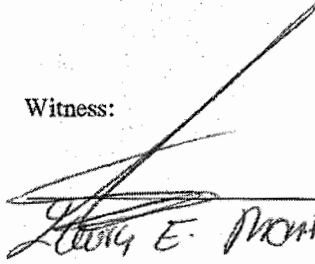
\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

Witness:

  
TANIA SWANBERG

Witness:

  
LONG E. MONTEC





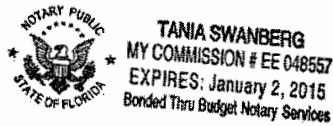
[Space Below This Line For Acknowledgment]

STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 12 day of June 2012  
by JOHN M BENNETT AND NANCY L BENNETT

who is personally known to me or who has produced valid driver's license  
(Type of Identification)  
as identification.



(Seal)

[Handwritten Signature]  
Signature  
**TANIA SWANBERG**

Name of Notary

Title

Serial Number, if any



JMB [Signature]



Loan Number: [REDACTED]

Date: JUNE 12, 2012

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

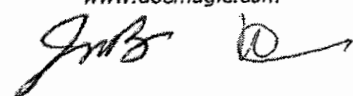
**EXHIBIT "A"**

**LEGAL DESCRIPTION**

LOT 4, BLOCK 11, OF TOWNGATE NORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 163, PAGE 66, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

A.P.N. # :

DocMagic eForms  
www.docmagic.com



Loan Number: [REDACTED]

**CONDOMINIUM RIDER**

THIS CONDOMINIUM RIDER is made this 12th day of JUNE, 2012, 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 LEVERAGE FINANCIAL DEB LF LOANS, A FLORIDA LIMITED LIABILITY COMPANY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2362 S E 19 CT, HOMESTEAD, FLORIDA 33035  
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

TOWNGATE NORTH  
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project 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, from 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.

*JMB* *JD*



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, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application 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, whether of the unit or of the common elements, 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 Condominium Project, 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.

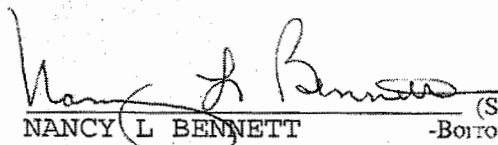
**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, 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.

*JMB*



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

  
\_\_\_\_\_  
JOHN M BENNETT (Seal)  
-Borrower

  
\_\_\_\_\_  
NANCY L BENNETT (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



PAYMENT LETTER TO BORROWER

FROM: LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

RE: Loan Number: [REDACTED]  
Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

TO: JOHN M BENNETT, NANCY L BENNETT  
2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

Dear Borrower:

The monthly payments on the above referred to loan are to begin on AUGUST 1, 2012, and will continue monthly until JULY 1, 2042

Your monthly payment will consist of the following:

PRINCIPAL AND INTEREST	\$ 1,095.18
MMI/PMI INSURANCE	100.92
RESERVE FOR TAXES	63.30
RESERVE FOR INSURANCE	55.40
RESERVE FOR FLOOD INSURANCE	24.08
<hr/>	
TOTAL MONTHLY PAYMENTS	<u>\$ 1,338.88</u>

You are to make your payments to:  
GTE FEDERAL CREDIT UNION  
PO BOX 986  
NEWARK, NEW JERSEY 07184-0986

Any correspondence, or calls, in reference to your loan, please refer to the above loan number.

Copy received and acknowledged.

Date: 6-12-12

John M Bennett  
JOHN M. BENNETT

Nancy L Bennett  
NANCY L BENNETT



# Exhibit B





PO Box 77404  
Ewing, NJ 08628

⑆0902⑆09⑆000000000000⑆09CEEB⑆0953039 FT 301

JOHN M BENNETT  
NANCY L BENNETT  
IN C/O LAW OFFICE OF  
REX E RUSSO-GABRIEL INAT'L PLZ  
2362 SE 19TH CT  
HOMESTEAD FL 33035-2063



Federally insured by NCUA.

11/14/12

Page 1 of 1

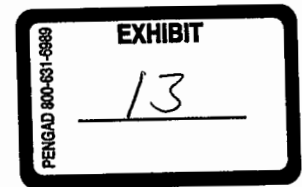
Re: Loan No. [REDACTED]

Dear Valued Member(s):

The attached check represents a release of funds from your escrow account.

Sincerely,

GTE Financial  
gtefinancial.org  
Member Service 866-557-5656



⑆ SX0371-000

	DRAWN ON CENLAR FSB DISBURSEMENT CLEARING XCJ BC2 0039053285	CHECK NO 726631	7136 2312	MO/DAY/YR 11/14/12
		AMOUNT \$*****302.76		
FOR PAYMENT OF ESCROW TO MORTGAGOR ** Three Hundred Two and 76/100 Dollars **		VOID IF NOT CASHED WITHIN 180 DAYS		
PAY TO THE ORDER OF	John M Bennett Nancy L Bennett IN C O Law Office Of Rex E Russo-Gabriel Inat'l Plz 2362 SE 19th CT Homestead FL 33035-2063			MP

⑆726631⑆ ⑆231271365⑆ 0168002284⑆

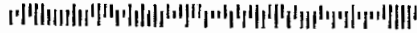


PO Box 77404  
Ewing, NJ 08628



Federally insured by NCUA.

JOHN M BENNETT  
NANCY L BENNETT  
IN C/O LAW OFFICE OF  
REX E RUSSO-GABLES INAT'L PLZ  
2362 SE 19TH CT  
HOMESTEAD FL 33035-2063



12/06/12  
LOAN NO: [REDACTED]  
gtefinancial.org  
Member Service [REDACTED]

Page 1 of 1

Please see the enclosed insert "Understanding Your Escrow Account Disclosure Statement". This handy guide is intended to help you understand your statement and answer some commonly asked questions about your escrow analysis.

### ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

As you know, we are required to maintain an escrow account which is used to pay your real estate taxes and/or insurance premiums. This account must be analyzed annually to determine whether enough funds are being collected monthly, and whether the account has a shortage or surplus based on the anticipated activity.

#### PRESENT LOAN PAYMENT

Your present payment consists of:	Principal & Interest (P & I)	\$1,095.18
	Escrow Deposit	\$142.78
<b>Total Loan Payment</b>		<b>\$1,237.96</b>

#### ANTICIPATED ANNUAL DISBURSEMENTS

These are the escrow items we anticipate we will collect for or pay on your behalf in the upcoming 12 month period. The dollar amount shown may be the last amount actually paid for that item, or may project the next amount due as defined by Federal law. Based on these anticipated disbursements, the amount of your escrow deposit is calculated and displayed here.

Bills due in the upcoming year:	Insurance	\$664.78
	Flood Ins	\$328.00
	County Tax	\$688.80
<b>Total Anticipated Annual Disbursements:</b>		<b>\$1,681.58</b>
	One-Twelfth/Monthly Amount:	\$140.13

#### ACCOUNT PROJECTIONS

The following estimate of activity in your escrow account from 02/13 through 01/14 is provided for your information. All payments we anticipate receiving as well as disbursements we anticipate making on your behalf are included, along with the Projected Escrow Account Balance, derived by carrying forward your current actual escrow balance. The Required Escrow Account Balance displays the amount actually required to be on hand as specified by Federal law, State law and your loan documents, and may include a cushion of up to 1/6th of your Annual Disbursements. Please retain this statement for comparison with the actual activity in your account at the end of the next escrow account computation year.



Month	Anticipated Amount		Description	Projected Escrow	Required Escrow
	To Escrow	From Escrow		Account Balance	Account Balance
			Beginning Balance	\$606.41	\$572.39
February	140.13			746.54	712.52
March	140.13			886.67	852.65
April	140.13			1,026.80	992.78
May	140.13	664.78	OTHER INSU	502.15	468.13
June	140.13	328.00	FLOOD INS	314.28	280.26
July	140.13			454.41	420.39
August	140.13			594.54	560.52

\*\*\* CONTINUED ON REVERSE SIDE \*\*\*

SX0371-000



DRAWN ON  
CENLAR FSB  
DISBURSEMENT CLEARING  
ADR BC2 0039053285

7136  
2312

CHECK NO  
767793

MO/DAY/YR  
12/06/12

FOR PAYMENT OF ESCROW TO MORTGAGOR  
\*\* Thirty Four and 2/100 Dollars \*\*

AMOUNT  
\$\*\*\*\*\*34.02

VOID IF NOT CASHED WITHIN 180 DAYS

PAY TO THE ORDER OF  
John M Bennett  
Nancy L Bennett  
IN C  
O Law Office Of  
Rex E Russo-Gables Inat'l Plz  
2362 SE 19th CT  
Homestead FL 33035-2063

*[Signature]*  
AUTHORIZED SIGNATURE MP

Security features included. Details on back.

\*\* CONTINUATION \*\*

September	140.13			734.67	700.65
October	140.13			874.80	840.78
November	140.13	688.80	R. E. TAX	326.13	292.11
December	140.13			466.26	432.24
January	140.13			606.39	572.37

**Your Projected Escrow Account Balance as of 12/06/12 is \$606.41. Your Required Beginning Escrow Balance according to this analysis should be \$572.39.**

This means you have a Surplus of 34.02. This surplus must be returned to you unless it is less than \$15.00, in which case we have the additional option of keeping it and lowering your monthly payments accordingly. The attached check represents payment in full of your surplus.

**NEW LOAN PAYMENT**

---

Your new payment consists of:	Principal & Interest (P & I)	\$1,095.18
	Escrow Deposit	\$140.13
<b>New Loan Payment</b>	<b>Beginning on February 1, 2013</b>	<b>\$1,235.31</b>

**Important Notes:**

**Automatic Draft Members:** If you're enrolled in Automatic Drafting, any additional principal deductions you have previously authorized are not included in the above listed new payment amount. However, until we are otherwise advised, the authorized additional principal amount will continue to be withdrawn from your account.

**Adjustable Rate Mortgage Members:** If your loan has an adjustable interest rate your monthly principal and interest payment may change prior to your next Escrow Analysis. Should you have any questions about this Escrow Analysis, please call our Member Service Department at 866-557-5656.



PO Box 77404  
Ewing, NJ 08628  
STATEMENT ENCLOSED

### Loan Statement

Statement Date: 06/19/12  
Account Number: [REDACTED]  
Payment Due Date: 08/01/12

+ 0363028 000009293 09CLST 0954250 FT AF0LA1-1mg-N  
JOHN M BENNETT  
NANCY L BENNETT  
2362 S E 19 CT  
HOMESTEAD FL 33035-2063



Property Address: 2362 S E 19 CT  
HOMESTEAD, FL 33035

Item Description	Amount
<b>Balances</b>	
Principal Balance*	\$232,900.00
Escrow Balance	
<b>Year-to-Date</b>	
Interest Paid	\$0.00
Taxes Paid	\$0.00
<b>Payment Information</b>	
Interest Rate	3.8750%
Current Payment	\$1,195.10
Past Due Amount	
Unpaid Late Charges	
Other Fees	
<b>Total Amount Due</b>	<b>\$1,196.10</b>
*This is not a payoff amount	

Website: www.gtefcu.org  
Member # [REDACTED]

Transaction Description	Due Date	Trans Date	Eff Date	Transaction Activity Since Last Statement				Optional Insurance	Unapplied	Fees
				Total Received	Principal	Interest	Escrow			
NEW LOAN SETUP	08/12	06/19/12	06/19/12	-	\$232,900.00					

#### Important Messages

We are pleased to take this opportunity to welcome you as a new mortgage member. Our goal is to provide each of our valued members with professional and efficient service.

You will be receiving a monthly billing statement like this one every month. Please review this bill for accuracy.

If you have already made arrangements to have your monthly payments automatically deducted from your checking or savings account, this service will begin as scheduled with your first monthly payment. If you would like to participate in this program, please contact our Member Service Department for an authorization form.

Should you have any questions regarding your mortgage account, please feel free to contact our Member Service Department at our toll-free number, 1-866-557-5656.



#### Important Information

Please include your account number on all correspondence.

**Payments**  
PO Box 986  
"0001C2"- Newark, NJ 07184-0986

**Qualified Written Requests**  
PO Box 77423  
Ewing, NJ 08628

**Tax Bills**  
6053 S. Fashion Square Drive  
Suite 200  
Murray, UT 84107

**IMPORTANT DRAFTING INFORMATION:** IF YOUR PAYMENTS ARE AUTOMATICALLY DRAFTED FROM YOUR CHECKING OR SAVINGS ACCOUNT, THE DRAFT WILL OCCUR ON YOUR SCHEDULED DRAFT DATE PROVIDED YOUR LOAN IS CURRENT OR PREPAID TWO DAYS PRIOR TO YOUR SCHEDULED DRAFT DATE.

**Insurance**  
PO Box 202028  
Florence, SC 29502-2028  
FAX 843-413-7133

**Collections**  
PO Box 77407  
Ewing, NJ 08628  
FAX 609-538-4017

**All Other Correspondence**  
PO Box 77404  
Ewing, NJ 08628  
FAX 609-538-4005

Website: www.gtefcu.org  
E-mail: customerservice@loanadministration.com

Member Service/Pay By Phone: 1-866-557-5656

SC0308-000

See Reverse Side For Additional Important Information Please return this portion with your payment Make Checks Payable To:

FT

John M Bennett  
Nancy L Bennett  
2362 S E 19 CT  
Homestead FL 33035-2063

Check this box if your address or personal information has been updated on the reverse of this payment coupon.



Payment Due Date: 08/01/12  
Current Payment: \$1,196.10  
Past Due Amount: \$0.00  
Unpaid Late Charges: \$0.00  
Other Fees: \$0.00  
**TOTAL AMOUNT DUE: \$1,196.10**  
After 09/16/12 Pay: \$1,250.86

Account Number: [REDACTED]

Amount \$  
Enclosed

Late Charge	\$ _____
Additional Principal	\$ _____
Additional Escrow	\$ _____
Other Fees	\$ _____
Total Amount paid	\$ _____

\*See reverse side for instructions




Payment Processing Center  
PO Box 986  
Newark, NJ 07184-0986



3000039053285 0125086 0119610



 <p><b>A. U.S. Department of Housing and Urban Development</b></p> <p><b>Settlement Statement (HUD-1)</b></p>	<b>B. Type of Loan</b>		
	1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input checked="" type="checkbox"/> Conv. Unins.
	4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.	
	6. File Number 1204766	7. Loan Number [REDACTED]	
8. Mortgage Ins. Case No.			

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked ("POC") were paid outside the closing: they are shown here for information purposes and are not included in the totals.

**D. Name & Address of Borrower:** John M. Bennett, 2362 SE 19 Court, Homestead, FL 33035  
Nancy L. Bennett, 2362 SE 19 Court, Homestead, FL 33035

**E. Name & Address of Seller:**

**F. Name & Address of Lender:** Leverage Financial dba LF Loans, 1860 North Avenida Republica De Cub, #A, Tampa, FL 33605

**G. Property Location:** 2362 SE 19 Court, Homestead, FL 33035

**H. Settlement Agent:** Stewart Title Company(305) 266-3011 **TIN:** [REDACTED]  
**Place of Settlement:** 7480 Bird Road, Suite 510, Miami, FL 33155

**I. Settlement Date:** 6/12/2012 **Proration Date:** 6/18/2012  
**Disbursed Date:** 6/18/2012

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	13,846.12	403.	
104. 1st Mortgage Payoff	220,158.47	404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments		408. Assessments	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower:	234,004.59	420. Gross Amount Due to Seller	0.00
200. Amounts Paid by or in Behalf of Borrower		500. Reduction in Amount Due to Seller	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	232,900.00	502. Settlement charges to seller (line 1400)	0.00
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	232,900.00	520. Total Reduction Amount Due Seller:	0.00
300. Cash at Settlement from/to Borrower		600. Cash at Settlement to/from Seller	
301. Gross amount due from borrower (line 120)	234,004.59	601. Gross amount due to seller (line 420)	0.00
302. Less amount paid by/for borrower (line 220)	232,900.00	602. Less total reduction in amount due seller (line 520)	0.00
303. CASH (X)FROM ( )TO BORROWER	1,104.59	603. CASH ( )FROM ( )TO SELLER	0.00

**SUBSTITUTE FORM 1099 SELLER STATEMENT** - The information contained in Blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404), 406, 407 and 408-412 (applicable part of buyer's real estate tax reportable to the IRS) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

**SELLER INSTRUCTION** - If this real estate was your principal residence, file form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of form 4797, Form 6252 and/or Schedule D (Form 1040).

You are required by law to provide Stewart Title Company(305) 266-3011 with your correct taxpayer identification number. If you do not provide Stewart Title Company(305) 266-3011 with your correct taxpayer identification number, you may be subject to civil or criminal penalties.



L. Settlement Charges		6/12/12 11:31 AM	File Number: 1204766	
700. Total Real Estate Broker Fees			Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of commission (line 700) as follows:				
701.	\$			
702.	\$			
703.	Commission paid at settlement		0.00	
704.				
705.				
<b>800. Items Payable in Connection with Loan</b>				
801.	Our origination charge (Includes Origination Point 0% or \$0.00)	(from GFE#1)	\$11,306.00	
to Leverage Financial dba LF Loans				
802.	Your credit or charge (points) for specific interest rate chosen (\$1,746.75)	(from GFE#2)		
to Leverage Financial dba LF Loans				
803.	Your adjusted origination charges	(from GFE A)	9,559.25	
804.	Appraisal fee to Leverage Financial dba LF Loans	(from GFE#3)	75.00	
805.	Credit report to Advance Mortgage Lending	(from GFE#3)	47.00	
806.	Tax service	(from GFE#3)		
807.	Flood certification	(from GFE#3)		
808.	Processing Fee			
809.	Waiver of Appraisal			
810.				
811.				
812.				
<b>900. Items Required by Lender to Be Paid in Advance</b>				
901.	Daily interest charges 06/18/12 to 07/01/12 at \$25.06910/day x 13	(from GFE#10)	325.90	
902.	Mortgage insurance premium	(from GFE#3)		
903.	Homeowner's insurance	(from GFE#11)		
904.				
905.				
<b>1000. Reserves Deposited with Lender</b>				
1001.	Initial deposit for your escrow account	(from GFE#9)	474.07	
1002.	Homeowner's insurance 4 mo. @ \$55.4000 per mo.	\$221.60		
1003.	Mortgage insurance			
1004.	City property taxes			
1005.	County property taxes 11 mo. @ \$63.3000 per mo.	\$696.30		
1006.	Annual Assessments (maint.)			
1007.	Flood Insurance 4 mo. @ \$24.0800 per mo.	\$96.32		
1008.				
1009.	Aggregate Adjustment	(\$540.15)		
<b>1100. Title Charges</b>				
1101.	Title services and lender's title insurance	(from GFE#4)	1,901.00	
1102.	Settlement or closing fee to Stewart Title C \$350.00			
1103.	Owner's title insurance	(from GFE#5)	0.00	
1104.	Lender's title insurance to Stewart Title Company	\$1,239.50		
1105.	Lender's title policy limit	\$232,900.00		
1106.	Owner's title policy limit			
1107.	Agent's portion of the total title insurance premium	\$0.00		
1108.	Underwriter's portion of the total title insurance premium			
1109.	Agent Name: Stewart Title Company			
1110.	Underwriter Name: Stewart Title Guaranty Company			
1111.	Florida Form 9 Endorsement to Stewart Title C \$126.50			
1112.	Endorsements 8.1 & 4 to Stewart Title C \$50.00			
1113.	Search Fee to Stewart Title C \$100.00			
1114.	Release Tracking Fee to ReQuire \$35.00			
<b>1200. Government Recording and Transfer Charges</b>				
1201.	Government recording charges	(from GFE#7)	163.00	
1202.	Deed/Mortgage/Release Mortgage \$163.00			
1203.	Transfer taxes	(from GFE#8)	1,280.95	
1204.	City/County tax/stamps Mortgage \$465.80			
1205.	State tax/stamps Mortgage \$815.15			
1206.				
<b>1300. Additional Settlement Charges</b>				
1301.	Required services that you can shop for	(from GFE#6)	19.95	
1302.				
1303.	Request for Certificate of Insurance to EO Direct \$19.95			
1304.				
1305.				
1400.	Total settlement charges (entered on lines 103, section J and 502, section K)		13,846.12	0.00

6



CERTIFICATION: I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

John M. Bennett  
John M. Bennett

Nancy L. Bennett  
Nancy L. Bennett

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Stewart Title Company  
Stewart Title Company

6-12-12  
Date

**SELLER'S AND/OR BORROWER'S STATEMENT** Seller's and Borrower's signature hereon acknowledges his/her approval of tax proration and signifies their understanding that proration were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Borrower; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefor and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Borrowers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The Settlement Agent does not warrant or represent the accuracy of information provided by any party, including information concerning POC items and information supplied by the lender in this transaction appearing on this HUD-1 Settlement Statement pertaining to "Comparison of Good Faith Estimate (GFE) and HUD-1 Charges" and "Loan Terms", and the parties hold harmless the Settlement Agent as to any inaccuracies in such matters.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

Purchasers/Borrowers  
John M. Bennett  
John M. Bennett

Sellers

Nancy L. Bennett  
Nancy L. Bennett

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

POC(B) represents paid outside of closing by borrower, POC(S) represents paid outside of closing by the seller, POC(L) represents paid outside of closing by lender, and POC(M) represents paid outside of closing by mortgage broker.

**FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT**  
(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Loan Number: [REDACTED] Date: JUNE 12, 2012  
 Creditor: LEVERAGE FINANCIAL DBA LF LOANS  
 Address: 1860 N. AVENIDA REPUBLICA DE CUBA, TAMPA, FLORIDA 33605

Borrower(s): JOHN M BENNETT, NANCY L BENNETT  
 Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

Disclosures marked with an "x" are applicable:

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	<input type="checkbox"/> Total Sale Price The total cost of your purchase on credit including your down-payment of \$
4.301 %	\$172,998.24	\$221,268.10	\$394,266.34	\$N/A

INTEREST RATE AND PAYMENT SUMMARY	
	Rate & Monthly Payment
Interest Rate	3.875 %
Principal + Interest Payment	\$ 1,095.18
<input checked="" type="checkbox"/> Est. Taxes + Insurance (Escrow) <input type="checkbox"/> Includes Mortgage Insurance	\$ 142.78
<b>Total Est. Monthly Payment</b>	<b>\$ 1,237.96</b>

There is no guarantee that you will be able to refinance to lower your rate and payments.

- DEMAND FEATURE: This obligation has a demand feature.  
 VARIABLE RATE FEATURE: Your loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to you earlier.

PROPERTY INSURANCE: You may obtain fire and other hazard insurance from anyone you want that is acceptable to the Creditor.  
 SECURITY: You are giving a security interest in: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035  
 The goods or property being purchased  Real property you already own.  
 FILING FEES: \$  
 LATE CHARGE: If payment is more than 15 days late, you will be charged 5.000 % of the payment.  
 PREPAYMENT: If you pay off early, you  
 may  will not have to pay a penalty.  
 may  will not be entitled to a refund of part of the finance charge.  
 ASSUMPTION: Someone buying your property  
 may  may, subject to conditions  may not assume the remainder of your loan on the original terms.  
 See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.  
 "e" means an estimate  all dates and numerical disclosures except the late payment disclosures are estimates.

Each of the undersigned acknowledge receipt of a complete copy of this disclosure. The disclosure does not constitute a contract or a commitment to lend.

John M Bennett Date \_\_\_\_\_ Applicant JOHN M BENNETT  
Nancy L Bennett Date \_\_\_\_\_ Applicant NANCY L BENNETT

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Applicant \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_ Applicant \_\_\_\_\_ Date \_\_\_\_\_





LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605  
(813)397-3955

JOHN M BENNETT, NANCY L BENNETT  
2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

Loan Number: 100801400000012071

RE: Transfer / Sale of Loan

Dear Borrower:

We thank you for the recent opportunity of assisting you in securing your real estate loan and look forward to serving your needs again in the future.

As a regular practice, most loans are sold in the secondary marketplace. This, however is no reflection on you nor your property and has no effect on your mortgage payments. Usually when a loan is sold, the servicing of your loan is also transferred. Because your loan has been sold along with its servicing, all future payments beginning with your AUGUST 1, 2012 payment are to be sent to:

GTE FEDERAL CREDIT UNION  
P.O. BOX 986  
NEWARK, NEW JERSEY 07184

Your monthly payment amount has not changed and consists of:

PRINCIPAL AND INTEREST	\$ 1,095.18
MMI/PMI MONTHLY PREMIUM	
RESERVE FOR PROPERTY TAXES	63.30
HAZARD INSURANCE RESERVE	55.40
FLOOD INSURANCE RESERVE	24.08
<b>TOTAL MONTHLY PAYMENTS</b>	<b>\$ 1,237.96</b>

GTE FEDERAL CREDIT UNION will forward payment information and/or coupons to you soon. In the event these coupons are delayed, please send your payment with the temporary payment coupon below directly to GTE FEDERAL CREDIT UNION

If a payment is in transit to us, we will forward your payment on to GTE FEDERAL CREDIT UNION immediately.

Should you have further questions, please call GTE FEDERAL CREDIT UNION Loan Servicing Dept. at (888) 871-2690 or the undersigned for assistance. We thank you for your cooperation.

Yours Truly,

LEVERAGE FINANCIAL DBA LF LOANS

TEMPORARY PAYMENT COUPON

Loan Number 100801400000012071 Due Date SEPTEMBER 1, 2012 Payment Amount \$ 1,237.96

Name JOHN M BENNETT, NANCY L BENNETT

Address 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

Remit to: GTE FEDERAL CREDIT UNION  
P.O. BOX 986  
NEWARK, NEW JERSEY 07184

TEMPORARY PAYMENT COUPON

Loan Number 100801400000012071 Due Date AUGUST 1, 2012 Payment Amount \$ 1,237.96

Name JOHN M BENNETT, NANCY L BENNETT

Address 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

Remit to: GTE FEDERAL CREDIT UNION  
P.O. BOX 986  
NEWARK, NEW JERSEY 07184

TRANSFER/SALE OF LOAN  
12 CFR 1024.21  
SRVLET.MSC 12/30/11

DocMagic eForms  
www.docmagic.com



# PAYMENT LETTER TO BORROWER

FROM: LEVERAGE FINANCIAL, DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

RE: Loan Number: [REDACTED]  
Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

TO: JOHN M BENNETT, NANCY L BENNETT  
2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

Dear Borrower:

The monthly payments on the above referred to loan are to begin on AUGUST 1, 2012, and will continue monthly until JULY 1, 2042.

Your monthly payment will consist of the following:

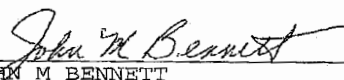
PRINCIPAL AND INTEREST	\$ 1,095.18
MMI/PMI INSURANCE	
RESERVE FOR TAXES	63.30
RESERVE FOR INSURANCE	55.40
RESERVE FOR FLOOD INSURANCE	24.08
<b>TOTAL MONTHLY PAYMENTS</b>	<b>\$ 1,237.96</b>


You are to make your payments to:  
GTE FEDERAL CREDIT UNION  
PO BOX 986  
NEWARK, NEW JERSEY 07184-0986

Any correspondence, or calls, in reference to your loan, please refer to the above loan number.

Copy received and acknowledged.

Date: \_\_\_\_\_

  
\_\_\_\_\_  
JOHN M BENNETT

  
\_\_\_\_\_  
NANCY L BENNETT



## INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

**Borrower Name(s) and Address:**  
 JOHN M BENNETT, NANCY L BENNETT  
 2362 S E 19 CT  
 HOMESTEAD, FL 33035

**Servicer's Name, Address, and Toll-Free Number:**  
 LEVERAGE FINANCIAL DBA LE LOANS  
 1860 N. AVENIDA REPUBLICA DE CUBA  
 TAMPA, FLORIDA 33605  
 (813) 397-3951

THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR BASED ON PAYMENTS ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

YOUR  MONTHLY  BIWEEKLY MORTGAGE PAYMENT FOR THE COMING YEAR WILL BE \$ 1,237.96 OF WHICH \$ 1,095.18 WILL BE FOR  PRINCIPAL AND INTEREST  INTEREST ONLY, AND \$ 142.78 WILL GO INTO YOUR ESCROW ACCOUNT.

Period	Payments to Escrow Account	Payments from Escrow Account	Description	Escrow Account Balance
<b>Initial Deposit:</b>				<b>\$ 474.07</b>
08/01/12	142.78			616.85
09/01/12	142.78			759.63
10/01/12	142.78			902.41
11/01/12	142.78			
11/01/12		759.63	COUNTY PROPERTY TAX	285.56
12/01/12	142.78			428.34
01/01/13	142.78			571.12
02/01/13	142.78			713.90
03/01/13	142.78			856.68
04/01/13	142.78			999.46
05/01/13	142.78			
05/16/13		664.78	HAZARD INSURANCE	477.46
06/01/13	142.78			
06/14/13		289.00	FLOOD INSURANCE	331.24
07/01/13	142.78			474.02

Cushion selected by servicer: \$ 285.56 Total disbursements \$ 1,713.41

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT  
 12 CFR 1024.17(h)(1)  
 LEADS.MSC 02/15/12

*John Bennett*



PAYMENT LETTER TO BORROWER

FROM: LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

RE: Loan Number: 100801400000012071  
Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

TO: JOHN M BENNETT, NANCY L BENNETT  
2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

Dear Borrower:

The monthly payments on the above referred to loan are to begin on AUGUST 1, 2012 , and will continue monthly until JULY 1, 2042

Your monthly payment will consist of the following:

PRINCIPAL AND INTEREST	\$ 1,095.18
MMI/PMI INSURANCE	100.92
RESERVE FOR TAXES	63.30
RESERVE FOR INSURANCE	55.40
RESERVE FOR FLOOD INSURANCE	24.08
<hr/>	
TOTAL MONTHLY PAYMENTS	\$ 1,338.88

You are to make your payments to:  
GTE FEDERAL CREDIT UNION  
PO BOX 986  
NEWARK, NEW JERSEY 07184-0986

Any correspondence, or calls, in reference to your loan, please refer to the above loan number.

Copy received and acknowledged.

Date: 6-12-12

John M Bennett  
JOHN M. BENNETT  
Nancy L Bennett  
NANCY L BENNETT

PAYMENT LETTER TO BORROWER  
05/03/07

DocMagic eSign  
www.docmagic.com



Paytoenc12r.pdf



**INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT**

Borrower Name(s) and Address:  
 JOHN M BENNETT, NANCY L BENNETT  
 2362 S E 19 CT  
 HOMESTEAD, FL 33035

Servicer's Name, Address, and Toll-Free Number:  
 LEVERAGE FINANCIAL DBA LF LOANS  
 1860 N. AVENIDA REPUBLICA DE CUBA  
 TAMPA, FLORIDA 33605  
 (813) 397-3955

THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR BASED ON PAYMENTS ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

YOUR  MONTHLY  BIWEEKLY MORTGAGE PAYMENT FOR THE COMING YEAR WILL BE \$ 1,338.88 OF WHICH \$ 1,096.18 WILL BE FOR  PRINCIPAL AND INTEREST  INTEREST ONLY, AND \$ 243.70 WILL GO INTO YOUR ESCROW ACCOUNT.

Period	Payments to Escrow Account	Payments from Escrow Account	Description	Escrow Account Balance
Initial Deposit:				\$ 474.07
08/01/12	243.70			
08/01/12		100.92	MORTGAGE INSURANCE	616.85
09/01/12	243.70			
09/01/12		100.92	MORTGAGE INSURANCE	759.63
10/01/12	243.70			
10/01/12		100.92	MORTGAGE INSURANCE	902.43
11/01/12	243.70			
11/01/12		759.63	COUNTY PROPERTY TAX	
11/01/12		100.92	MORTGAGE INSURANCE	265.56
12/01/12	243.70			
12/01/12		100.92	MORTGAGE INSURANCE	428.34
01/01/13	243.70			
01/01/13		100.92	MORTGAGE INSURANCE	571.12
02/01/13	243.70			
02/01/13		100.92	MORTGAGE INSURANCE	713.90
03/01/13	243.70			
03/01/13		100.92	MORTGAGE INSURANCE	856.68
04/01/13	243.70			
04/01/13		100.92	MORTGAGE INSURANCE	999.46
05/01/13	243.70			
05/01/13		100.92	MORTGAGE INSURANCE	
05/16/13		664.78	HAZARD INSURANCE	477.46
06/01/13	243.70			
06/01/13		100.92	MORTGAGE INSURANCE	
06/14/13		289.00	FLOOD INSURANCE	331.24
07/01/13	243.70			
07/01/13		100.92	MORTGAGE INSURANCE	474.02

Cashier selected by servicer \$ 285.56 Total disbursements \$ 2,924.65

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT  
 12 CFR 1024.17(h)(1)  
 HEADS.MSC 02/16/12



heads.msc.tbl

Law Offices of  
**REX E. RUSSO**  
*Attorneys and Counselors at Law*  
GABLES INTERNATIONAL PLAZA  
2655 LEJEUNE ROAD, PH 1-D  
CORAL GABLES, FLORIDA 33134

Telephone 305-442-7393  
Fax 786-524-0573

RexLawyer@prodigy.net  
www.FloridaPropertyLitigation.com

July 10, 2012

GTE Federal Credit Union  
P.O. Box 77404  
Ewing, NJ 08628

Re: Bennett -v- GTE/LF Loans  
Borrowers: John M. Bennett, Nancy L. Bennett  
Property Address: 2362 SE 19<sup>th</sup> CT, Homestead, FL 33035  
Account #: [REDACTED]  
Orig. Loan # [REDACTED]

Gentry:

This office represents the borrowers, John and Nancy Bennett.

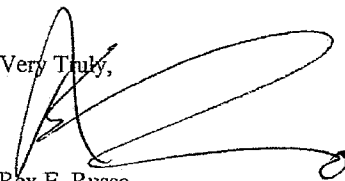
Recent correspondence sent by you to my clients included your Loan Statement, a copy of the Payment Letter to Borrower supposedly signed at the time of closing, and the Initial Escrow Account Disclosure Statement supposedly presented to the borrowers at closing. Your Loan Statement includes an amount that is exactly \$100.92 higher than any of the prior disclosures given to the borrowers at closing due to the inclusion of PMI Insurance. Be advised, the Payment Letter to Borrower you presented is not the same as the one signed by the borrowers at closing and undoubtedly contains forged signatures. The one actually signed by the borrowers and presented by them to me for my review includes no amount for PMI Insurance. I have enclosed a copy of both the Payment Letter to Borrower sent by you and a copy of the Payment Letter to Borrower actually signed at closing for your comparison.

None of the many loan documents that were signed at closing (including the HUD-1, and Truth-In-Lending Disclosure Statement), and presented by the borrowers for my review, contain an amount for PMI. We suspect that the entire loan package you received from LF Loans was forged and request that you send us a copy for examination. The Initial Escrow Account Disclosure Statement you present was not part of the borrowers' closing package and is conspicuously missing the borrowers' initials which were placed on all closing documents other than those containing full signatures.

The borrowers have no contractual obligation to pay the amount in your Loan Statement and have no desire to acquire PMI insurance. Accordingly, any payments you receive in furtherance of your Loan Statement will be under protest to the extent the statement includes an amount for PMI, whether the protest is stated on the borrowers' check or not.

I have instructed the borrowers to send you payment for the full amount stated in your Loan Statement under protest so that your system does not automatically and improperly trigger an apparent default condition. However, we demand that this matter be fully rectified within 60 days. Failure to fully rectify this matter within that time will lead to the filing of legal action. In order to fully rectify this matter you must not only correct your Loan Statement and purge all of the fraudulent documents in order to avoid a repetition of the fraud through further transfer of the mortgage instruments, but you must also pay compensation for the fees and costs suffered by the borrowers, as well as credit back to them the overpayments for the improperly charged PMI.

To date the borrowers attorney's fees paid are \$200.00 with an anticipated additional amount of \$300.00 to become due. Accordingly, you should issue a payment or credit to the borrowers for \$200.00 and send a separate check for \$300.00 made payable to me at the address above.

Very Truly,  
  
Rex E. Russo

enc.

cc: John & Nancy Bennett

cc: GTE, P.O. Box 202028, Florence, SC 29502-2028  
GTE, P.O. Box 986, Newark, NJ 07184-0986  
GTE, P.O. Box 77423, Ewing, NJ 08628  
GTE by fax to 609-538-4017  
GTE by fax to 843-413-7133  
GTE by fax to 609-538-4005  
GTE by email to: [customerservice@loanadministration.com](mailto:customerservice@loanadministration.com)

cc: Leverage Financial d/b/a LF Loans, 1860 N. Avenida Republica de Cuba, Suite A, Tampa, FL 33605

cc: Stewart Title Company, 7480 Bird Road, Suite 510, Miami, FL 33155

Law Offices of  
**REX E. RUSSO**  
*Attorneys and Counselors at Law*  
GABLES INTERNATIONAL PLAZA  
2655 LEJEUNE ROAD, PH 1-D  
CORAL GABLES, FLORIDA 33134

Telephone 305-442-7393  
Fax 786-524-0573

RexLawyer@prodigy.net  
www.FloridaPropertyLitigation.com

July 23, 2012

GTE Federal Credit Union  
P.O. Box 77404  
Ewing, NJ 08628

Re: Loan Statement  
Account number [REDACTED]  
Borrowers: John & Nancy Bennett  
Property Address: 2362, SE 19<sup>th</sup> CT, Homestead, Florida 33035

Gentry:

You sent me my clients' statement due August 1, 2012. Neither I nor my clients ever requested that you start sending the monthly statements to me. I consider this unsolicited action to be a calculated attempt to befuddle the situation and cause a default. However, I did not assume that you also sent the statement to my clients as you should have, which might cause the default if they didn't act upon the lack of receipt of the statement. Alternatively, you are testing our resolve.

Although you, LF Loans, and Stewart Title (the closing company) all acknowledge the fraud that was committed, you continue to improperly bill the MMI/PMI insurance. In essence, you are attempting to benefit from the fraud. Since I do not see the slightest effort being made by your company to correct this problem, I am instructing my client to prepare for litigation.

Send all future statements to my clients unless you are requested otherwise.

Very Truly,



Rex E. Russo

cc: John & Nancy Bennett

COMPLIANCE AGREEMENT

STATE OF FLORIDA )
) SS.
COUNTY OF MIAMI DADE )

BORROWER(S): JOHN M BENNETT, NANCY L BENNETT

SELLER(S):

LENDER: LEVERAGE FINANCIAL DBA LF LOANS

PROPERTY: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

LOAN NUMBER: [REDACTED]

The undersigned borrower(s) for and in consideration of the above referenced Lender this date agrees, if requested by Lender or Closing Agent for Lender, to fully cooperate and adjust for clerical errors, any or all loan closing documentation if deemed necessary or desirable in the reasonable discretion of Lender to enable Lender to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority or the Department of Veterans Affairs.

The undersigned borrower(s) do hereby so agree and covenant in order to assure that the loan documentation executed this date will conform and be acceptable in the market place in the instance of transfer, sale or conveyance by Lender or its interest in and to said loan documentation.

Dated effective JUNE 12, 2012

[Signature of John M Bennett]
JOHN M BENNETT

[Signature of Nancy L Bennett]
NANCY L BENNETT

\_\_\_\_\_
\_\_\_\_\_

\_\_\_\_\_
\_\_\_\_\_

The foregoing instrument was acknowledged before me this day of
by JOHN M BENNETT AND NANCY L BENNETT

who is personally known to me or who has produced
as identification.

My Commission expires:

\_\_\_\_\_  
Notary Public

(Seal)





# ERRORS AND OMISSIONS COMPLIANCE AGREEMENT

LENDER: LEVERAGE FINANCIAL DBA LF LOANS

LOAN NO: [REDACTED]

BORROWER(S): JOHN M BENNETT, NANCY L BENNETT

PROPERTY ADDRESS: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

For good and valuable consideration, and as a condition of the extension of credit evidenced by the above referenced loan, the Borrower(s) agree, if requested by the Note Holder, Lender, Representative or Agent for Lender and/or Mortgage Broker (all referred to herein "Lender"), to cooperate as set forth below.

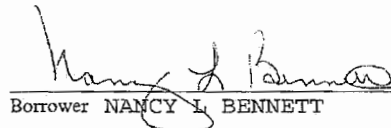
In the event any of the documents evidencing and/or securing the above referenced loan referred to above misstate or inaccurately reflect the true and correct terms and provisions of the loan or if any documentation or correction to documentation is needed to sell, convey, seek guaranty or market said loan to any entity, including but not limited to an investor, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Authority or Department of Veterans Affairs, Borrower(s) shall upon request by Lender and in order to correct such misstatement or inaccuracy, execute such new documents or initial such corrected original documents as Lender may deem necessary to remedy said inaccuracy or mistake.

The agreements contained herein shall apply whether said misstatement or inaccuracy is due to unilateral mistake on the part of the Lender or Borrower(s) mutual mistake on the part of Lender and Borrower(s) or clerical error on the part of any party to the transaction.

This agreement shall be binding on the signatories hereto, their heirs and assigns, and shall inure to the benefit of Lender, its successor and assigns.

Dated the \_\_\_\_\_ day of \_\_\_\_\_

  
Borrower JOHN M BENNETT Date

  
Borrower NANCY L BENNETT Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date



**ESTIMATE OF FEES AND COSTS:**

ITEM	AMOUNT	POC	PAID BY
LOAN ORIGATION FEE to: ADVANCE MORTGAGE LEN	\$9,911.00		Borrower
APPRAISAL FEE to: Other	\$75.00		Borrower
CREDIT REPORT to: ADVANCE MORTGAGE LENDING	\$47.00		Borrower
UNDERWRITING FEE to: LEVERAGE FINANCIAL DBA L	\$1,395.00		Borrower
LENDER'S COVERAGE to: STEWART TITLE COMPANY	\$1,893.45		Borrower
TRANSFER TAX FEE to: Other	\$1,280.95		Borrower

YIELD SPREAD PREMIUM \$1,746.75

Subtotal of Estimated Fees and Costs: \$ 14,602.40

**PER DIEM INTEREST:**

From: 06/18/12 To: 07/01/12  
(Anticipated Closing Date)

13 days at \$ 25.0691 per day Subtotal of Per Diem Interest: \$ 325.90

**IMPOUNDS/ESCROWS:**

Impound/escrow checks should be made payable to and sent to us together with the original final HUD-1 Settlement Statement.

<u>HAZARD INSURANCE</u>	<u>4</u> month(s) at \$ <u>55.40</u>	per month = \$ <u>221.60</u>
<u>COUNTY PROPERTY TAX</u>	<u>11</u> month(s) at \$ <u>63.30</u>	per month = \$ <u>696.30</u>
<u>FLOOD INSURANCE</u>	<u>4</u> month(s) at \$ <u>24.08</u>	per month = \$ <u>96.32</u>
_____	_____ month(s) at \$ _____	per month = \$ _____
_____	_____ month(s) at \$ _____	per month = \$ _____
_____	_____ month(s) at \$ _____	per month = \$ _____
Aggregate Escrow Adjustment:		\$ <u>-540.15</u>

Impound Subtotal: \$ 474.07  
Mortgage Ins. Premium: \$ \_\_\_\_\_  
**TOTAL OF FEES AND COSTS:** \$ 15,402.37

**HUD-1 SETTLEMENT STATEMENT:**

The final HUD-1 Settlement Statement must be completed at settlement and must accurately reflect all receipts and disbursements indicated in these closing instructions and any amended closing instructions subsequent hereto. If any changes to fees occur documents may need to be re-drawn and re-signed. Fax a certified copy of the final HUD-1 Settlement Statement to LEVERAGE FINANCIAL DBA LF LOANS @ (813) 464-9886  
Attention: Quality Assurance. Send the original final HUD-1 Settlement Statement to us at the following address within 24 hours of settlement: 1860 N. AVENIDA REPUBLICA DE CUBA, TAMPA, FLORIDA 33605

**ADDITIONAL INFORMATION: BORROWER MUST SIGN AND DATE THESE CLOSING INSTRUCTIONS.**

If for any reason this loan does not close within 48 hours of your receipt of funds, immediately return all documents to Lender and wire all funds only to: LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA, TAMPA, FLORIDA 33605  
If you have any questions regarding any of these instructions, please contact LEVERAGE FINANCIAL DBA LF LOANS at (813) 397-3955

**BORROWER ACKNOWLEDGMENT:** I/We have read and acknowledged receipt of these Closing Instructions.

John M Bennett  
Borrower JOHN M BENNETT Date \_\_\_\_\_

Nancy L Bennett  
Borrower NANCY L BENNETT Date \_\_\_\_\_

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGED AND AGREED:**

\_\_\_\_\_  
Settlement Agent Date \_\_\_\_\_



## NOTICE OF RIGHT TO CANCEL

Loan Number: 100801400000012071

Borrowers: JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

### YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage, lien or security interest on or in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. the date of the transaction, which is JUNE 12, 2012 ; or
2. the date you receive your Truth in Lending disclosures; or
3. the date you receive this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on or in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

### HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at  
LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of JUNE 15, 2012 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

### I WISH TO CANCEL.

Consumer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
NANCY L BENNETT

### ACKNOWLEDGMENT OF RECEIPT

EACH OF THE UNDERSIGNED HEREBY ACKNOWLEDGES THE RECEIPT OF TWO (2) COMPLETED COPIES OF THIS NOTICE OF RIGHT TO CANCEL.

  
NANCY L BENNETT \_\_\_\_\_ Date \_\_\_\_\_

NOTICE OF RIGHT TO CANCEL/RESCISSON MODEL FORM H-8 (GENERAL)  
15 U.S.C. 1635(a); 12 CFR 1026.23; Model Form H-8  
NORTC.MSC 12/30/11

DocMagic Express  
www.docmagic.com





JOHN M BENNETT  
NANCY L BENNETT  
2362 S E 19 CT  
HOMESTEAD, FL 33035

June 20, 2012

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING

RE: GTE Federal Credit Union Loan Number: [REDACTED]  
LF Loans LOAN NUMBER: [REDACTED]

Dear Mortgagor(s):

You are hereby notified that the servicing of your loan, that is, the right to collect payments from you, has been transferred from LF Loans to GTE Federal Credit Union effective August 1, 2012. The transfer of the servicing of your loan does not affect any term or condition of the loan instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your previous servicer send you a notice at least 15 days before the effective date of transfer. As your new servicer, we must also send you a notice no later than 15 days after this effective date.

Your previous servicer is LF Loans. If you have any questions regarding the transfer of servicing from your previous servicer, call LF Loans's Customer Service Department collect at (813) 449-4421 weekdays between 9:00 AM - 5:00 PM ET.

GTE Federal Credit Union will be your new servicer. The business addresses for your new servicer are as follows:

New Servicer - GTE Federal Credit Union

Payment Address:	Correspondence Address:
PO Box 986	PO Box 77404
Newark, NJ 07184-0986	Ewing, NJ 08628

The toll-free telephone number for your new servicer is (866) 557-5656. If you have any questions related to the transfer of servicing to GTE Federal Credit Union, call our Customer Service Department at (866) 557-5656 weekdays between 8:30 AM - 12:00 midnight ET. Please have your new loan number available when calling. You can also access your loan information 24 hours a day, 7 days a week by logging on to [www.gtefcu.org](http://www.gtefcu.org).

The date that LF Loans stopped accepting payments from you was July 31, 2012. The date GTE Federal Credit Union started accepting payments from you was August 1, 2012. A billing statement will be mailed to you under a separate cover.

[www.gtefcu.org](http://www.gtefcu.org)  
866.557.5656



PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE ESCROW ACCOUNTING COMPUTATION YEAR.

John M Bennett 6-12-12  
Borrower JOHN M BENNETT Date

Nancy L Bennett 6-12-12  
Borrower NANCY L BENNETT Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT  
12 CFR 1024.17(h)(1)  
IEADS.MSC 02/16/12

Page 2 of 2

DocMagic eForms  
www.docmagic.com



10461.030.001



PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE ESCROW ACCOUNTING COMPUTATION YEAR.

  
Borrower JOHN M BENNETT Date

  
Borrower NANCY D BENNETT Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date



## NOTICE OF RIGHT TO CANCEL

Loan Number: [REDACTED]

Borrowers: JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

### YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage, lien or security interest on or in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. the date of the transaction, which is JUNE 12, 2012 ; or
2. the date you receive your Truth in Lending disclosures; or
3. the date you receive this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on or in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

### HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at  
LEVERAGE FINANCIAL, DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.


If you cancel by mail or telegram, you must send the notice no later than midnight of JUNE 15, 2012 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

### I WISH TO CANCEL.

Consumer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
NANCY L BENNETT

### ACKNOWLEDGMENT OF RECEIPT

EACH OF THE UNDERSIGNED HEREBY ACKNOWLEDGES THE RECEIPT OF TWO (2) COMPLETED COPIES OF THIS NOTICE OF RIGHT TO CANCEL.

  
NANCY L BENNETT \_\_\_\_\_ Date \_\_\_\_\_

NOTICE OF RIGHT TO CANCEL/RESCISSION MODEL FORM H-8 (GENERAL)  
15 U.S.C. 1635(a); 12 CFR 1026.23; Model Form H-8  
NORTC.MSC 12/30/11

DocMagic eForms  
www.docmagic.com



# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower," as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when  the income or assets of a person other than the Borrower (including the Borrower's spouse) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

John M Bennett Borrower  
Nancy L Bennett Co-Borrower

I. TYPE OF MORTGAGE AND TERMS OF LOAN					
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	Other (explain):	Agency Case Number	Lender Case Number
				Unassigned	
Amount	Interest Rate	No. of Months	Amortization Type:	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> GPM	<input type="checkbox"/> Other (explain): <input type="checkbox"/> ARM (type):
232,900.00	3.875	360			

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, & ZIP) 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035	No. of Units 1
Legal Description of Subject Property (attach description if necessary)	Year Built 2005

Purpose of Loan: <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	

*Complete this line if construction or construction-permanent loan.*

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

*Complete this line if this is a refinance loan.*

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
2005	\$265,000.00	\$ 218,633.00	Cash Out Limited	Cost: \$	

Title will be held in what Name(s) JOHN M BENNETT, NANCY L BENNETT	Manner in which Title will be held Joint tenants	Estate will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Source of Down Payment, Settlement Charges, and/or Subordinate Financing (explain)		

Borrower				Co-Borrower			
Borrower's Name (include Jr. or Sr. if applicable) JOHN M BENNETT				Co-Borrower's Name (include Jr. or Sr. if applicable) NANCY L BENNETT			
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
	(305) 230-6069	10/20/1950			(305) 230-6069	05/12/1949	
<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Co-Borrower)			<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed)	Dependents (not listed by Borrower)		
Present Address (street, city, state, ZIP) 2362 S E 19 CT Homestead, FL 33035		<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <u>6</u> No. Yrs.		Present Address (street, city, state, ZIP) 2362 S E 19 CT Homestead, FL 33035		<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <u>6</u> No. Yrs.	
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			

*If residing at present address for less than two years, complete the following:*

Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent ___ No. Yrs.
---	---	---	---

Borrower		Co-Borrower	
Name & Address of Employer <input type="checkbox"/> Self Employed		Name & Address of Employer <input type="checkbox"/> Self Employed	
U S Army 21 Mallard CT Beckley, Wv 25801		Signature Health Care 1990 S Canal DR, Homestead, FL 33035	
Yrs. on this job	Yrs. employed in this line of work/profession	Yrs. on this job	Yrs. employed in this line of work/profession
23 yrs	23	6 yrs	10
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Operations Supervisor	(304) 254-2210	Business office manager	(305) 246-1200

Borrower: JMB



If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Borrower		IV. EMPLOYMENT INFORMATION (cont'd)				Co-Borrower	
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Monthly Income	Monthly Income
						\$	\$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)		
Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Name & Address of Employer	<input type="checkbox"/> Self Employed	Dates (from - to)	Monthly Income	Monthly Income
						\$	\$
Position/Title/Type of Business		Business Phone (incl. area code)	Position/Title/Type of Business		Business Phone (incl. area code)		

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 5,497.80	\$ 3,642.79	\$ 9,140.59	Rent	\$ 1,691.27	\$ 1,095.18
Overtime				First Mortgage (P&I)		
Bonuses				Other Financing (P&I)		0.00
Commissions				Hazard Insurance	50.58	55.40
Dividends/Interest				Real Estate Taxes		63.30
Net Rental Income				Mortgage Insurance		100.92
Other (before completing, see the notice in "describe other income," below)				Homeowner Assn. Dues	329.00	329.00
				Other:	24.08	24.08
<b>Total</b>	<b>\$ 5,497.80</b>	<b>\$ 3,642.79</b>	<b>\$ 9,140.59</b>	<b>Total</b>	<b>\$ 2,094.93</b>	<b>\$ 1,667.88</b>

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income

Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-Borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed about that spouse or other person also.

Completed  Jointly  Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		
Description			Name and address of Company	Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:	\$		SETERUS	\$ 1,691.00 * 290	\$ 218,969.57
<i>List checking and savings accounts below</i>			Acct. no. 10254003		
Name and address of Bank, S&L, or Credit Union			CITIMORTGAGE INC PO BOX 9442, GAITHERSBURG, MD 20898	\$ 690.88 290	\$ 65,487.00
Acct. no.	\$		Acct. no. 2003542487		
Name and address of Bank, S&L, or Credit Union			STARWOOD VACATION OWNE 9002 SAN MARCO CT, ORLANDO, FL 32819	\$ 580.00 46	\$ 19,091.00
Acct. no.	\$		Acct. no. [REDACTED]		



VI. ASSETS AND LIABILITIES (cont'd)

Name and address of Bank, S&L, or Credit Union	Name and address of Company DISCOVER FIN SVCS LLC PO BOX 15316, WILMINGTON, DE 19850	\$ Payment/Months 40.00 R	\$ 1,370.00
Acct. no.	Acct. no. [REDACTED]		
Acct. no.	Name and address of Company DISCOVER FIN SVCS LLC PO BOX 15316, WILMINGTON, DE 19850	\$ Payment/Months 48.00 R	\$ 1,094.00
Stocks & Bonds (Company name/number & description)	Acct. no. [REDACTED]		
Life Insurance net cash value	Name and address of Company KOHLS/CAP1	\$ Payment/Months 25.00 R	\$ 130.00
Face amount: \$			
Subtotal Liquid Assets			
Real estate owned (enter market value from schedule of real estate owned)	\$ 248,000.00		
Vested interest in retirement fund			
Net worth of business(es) owned (attach financial statement)	Acct. no. [REDACTED]		
Automobiles owned (make and year)	Alimony/Child Support/Separate Maintenance Payments Owed to:	\$	
Other Assets (itemize)	Job-Related Expense (child care, union dues, etc.)	\$	
	Total Monthly Payments	\$ 1,383.88	
Total Assets a.	\$ 248,000.00	Net Worth (a minus b)	\$ 160,828.00
		Total Liabilities b.	\$ 87,172.00

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet.)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
2362 S E 19 CT, Homestead, FL 33035	CONDO	\$ 120,000.00	\$ 218,969.57	\$ 0.00	\$ 403.66	\$ 0.00	\$ 0.00
823 15 Ave NW, Largo, FL 33770	R SHR	93,000.00	65,613.00	0.00	568.54	0.00	-568.54
Vacation Time share, ,		35,000.00	19,091.00	0.00	580.00	0.00	0.00
Totals		\$ 248,000.00	\$ 303,673.57	\$	\$ 1,552.20	\$ 0.00	\$ -568.54

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number

VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS	
a. Purchase price	\$ .00	If you answer "Yes" to any questions a through e, please use continuation sheet for explanation.	Borrower
b. Alterations, improvements, repairs	.00		Yes No
c. Land (if acquired separately)			Yes No
d. Refinance (incl. debts to be paid off)	218,969.57		Yes No
e. Estimated prepaid items	1,100.00		Yes No
f. Estimated closing costs	12,774.92		Yes No
g. PMI, MIP, Funding Fee			Yes No
h. Discount (if Borrower will pay)			
i. Total costs (add items a through h)	232,844.49		

(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name and address of Lender, FHA or VA case number, if any, and reasons for the action.)



VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS			
j. Subordinate financing	0.00	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.		Borrower Yes No	Co-Borrower Yes No
k. Borrower's closing costs paid by Seller	0.00	f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	
l. Other Credits (explain)		g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	
		h. Is any part of the down payment borrowed?	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	
		i. Are you a co-maker or endorser on a note?	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	
		-----			
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	232,900.00	j. Are you a U.S. citizen?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	
		k. Are you a permanent resident alien?	<input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>	
n. PMI, MIP, Funding Fee financed		l. Do you intend to occupy the property as your primary residence? If "Yes," complete question m below.	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	
o. Loan amount (add m & n)	232,900.00	m. Have you had an ownership interest in a property in the last three years? (1) What type of property did you own - principal residence (PR), second home (SH), or investment property (IP)? (2) How did you hold title to the home - by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	
p. Cash from/to Borrower (subtract j, k, l & o from i)	-55.51		PR	PR	
			SP	SP	

**IX. ACKNOWLEDGMENT AND AGREEMENT**

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et. seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors, and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

**Acknowledgment.** Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency.

Borrower's Signature x <i>John M Bennett</i>	Date	Co-Borrower's Signature x <i>Mark J Bennett</i>	Date
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**X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government for certain types of loans related to dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information	<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White
Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male

To be Completed by Loan Originator:		
This information was provided:		
<input type="checkbox"/> In a face-to-face interview		
<input checked="" type="checkbox"/> In a telephone interview		
<input type="checkbox"/> By the applicant and was submitted by fax or mail		
<input type="checkbox"/> By the applicant and submitted via e-mail or the Internet		
Loan Originator's Signature X <i>A. J. Jurdi</i>	Date	04/06/12
Loan Originator's Name (print or type) A. J. JURDI	Loan Originator Identifier 379988	Loan Originator's Phone Number (including area code) (305) 371-8181
Loan Origination Company's Name ADVANCE MORTGAGE LENDING	Loan Origination Company Identifier 388021	Loan Origination Company's Address 432 COMO AVE, MIAMI, FLORIDA 33146

CONTINUATION SHEET/RESIDENTIAL LOAN APPLICATION

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower

Borrower: JOHN M BENNETT	Agency Case Number:
Co-Borrower: NANCY L BENNETT	Lender Case Number: Unassigned

Additional Names under which credit has been received

Alternate Name	Creditor Name	Account Number

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature x <i>John M Bennett</i>	Date	Co-Borrower's Signature x <i>Nancy L Bennett</i>	Date
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**BORROWER'S AFFIDAVIT (GAP)**

File #: 1204766 - 2904

STATE OF FLORIDA  
COUNTY OF Miami-Dade

BEFORE ME, the undersigned, this day personally appeared **John M. Bennett and Nancy L. Bennett** ("Affiants"), who, being by me first duly sworn, says:

1. **John M. Bennett and Nancy L. Bennett** is/are the proposed purchaser(s) and/or borrower(s) of certain real property located in **Dade** County, Florida, which is more particularly described as follows:

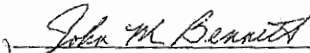
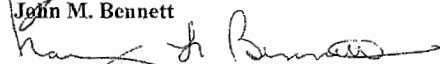
LOT 4, BLOCK 11, OF TOWNGATE NORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 163, PAGE 66, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

2. Affiants is familiar with **Stewart Title Guaranty Company's** Mortgagee's Title Insurance Commitment No. **1204766** bearing an effective date of **May 7, 2012 at 8:00 AM.**, (the "Commitment").

3. There have been to my knowledge no documents recorded in the Public Records of **Dade** County, Florida subsequent to **May 7, 2012 at 8:00 AM** which affect title to the Property insured; and (i) that there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of the instruments giving rise to the interest to be insured, and (ii) that the Affiants have not executed and will not execute any instrument that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment, save and except the following:

4. This affidavit is given to induce **Stewart Title Guaranty Company** and its authorized Agent, **Stewart Title Company**, to issue an Mortgagee's Title Insurance Policy to **Leverage Financial dba LF Loans**.

Dated, this **12th day of June, 2012**.

  
\_\_\_\_\_  
John M. Bennett  
  
\_\_\_\_\_  
Nancy L. Bennett

Sworn to and subscribed before me this **12th day of June, 2012**, by **John M. Bennett and Nancy L. Bennett** are personally known to me or who have produced driver licenses as identification.

My Commission expires:

\_\_\_\_\_  
Notary Public Signature  
Printed Name: **Tania Swanberg**  
Serial Number

(SEAL)

Lender: LEVERAGE FINANCIAL DBA LF LOANS  
 1860 N. AVENIDA REPUBLICA DE CUBA  
 TAMPA, FLORIDA 33605  
 Borrower(s): JOHN M BENNETT, NANCY L BENNETT  
 2362 S E 19 CT  
 HOMESTEAD, FLORIDA 33035  
 Date: JUNE 12, 2012

Loan Number: [REDACTED]

### ITEMIZATION OF AMOUNT FINANCED



■ AMOUNT GIVEN TO YOU DIRECTLY	\$ -1,471.94
■ AMOUNT PAID ON YOUR ACCOUNT:	
Homeowner's Insurance Reserves	221.60
Property Tax Reserves	696.30
Other Reserves: FLOOD INSURANCE	96.32
Aggregate Adjustment	-540.15
■ AMOUNT PAID TO OTHERS ON YOUR BEHALF:	
Appraisal Fee to: Other	75.00
Credit Report Fee to: ADVANCE MORTGAGE LENDING	47.00
Hazard Insurance Premium	
Document Preparation Fee	
Notary Fee	
Owner's Title Ins. Premium	
Recording Fee	
LENDER'S COVERAGE to: STEWART TITLE COMPANY	1,893.45
TRANSFER TAX FEE to: Other	1,280.95
 PAYOFF: SEE ATTACHED SCHEDULE	 218,969.57
LOAN PROCEEDS TO:	
YIELD SPREAD PREMIUM to: Borrower \$1,746.75	

■ AMOUNT FINANCED	\$ 221,268.10
■ PREPAID FINANCE CHARGE	\$ 11,631.90

■ ITEMIZATION OF PREPAID FINANCE CHARGE:	■ LOAN AMOUNT	\$ 232,900.00
Loan Origination Fee to: ADVANCE MORTGAGE LENDING	\$ 9,911.00	
Loan Discount Fee		
Tax Service Fee		
Prepaid Interest ( 13 days)		
@ 3.875 % per annum	325.90	
Mtge. Ins. Premium		
Mtge. Ins. Reserves		
Origination Fee		
UNDERWRITING FEE to: LEVERAGE FINANCIAL DBA LF LOANS	1,395.00	

TOTAL PREPAID FINANCE CHARGE \$ 11,631.90

The undersigned acknowledge receiving and reading a completed copy of this disclosure.

	_____	_____		_____	_____
Borrower JOHN M BENNETT	Date		Borrower NANCY L BENNETT	Date	
_____	Date		_____	Date	
Borrower	Date		Borrower	Date	
_____	Date		_____	Date	
Borrower	Date		Borrower	Date	



This instrument prepared by:  
Laura Montejo  
Stewart Title Company  
7480 Bird Road  
Suite 510  
Miami, Florida 33155

File No.1204766 - 2904

**PAYOFF AFFIDAVIT**

State of Florida  
County of Miami-Dade

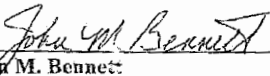
We, the undersigned borrowers, do hereby acknowledge the payoff information (loan balance, reserve account information, late charges, interest, etc.) relative to the below referenced loan were provided to Stewart Title Company by the lender, that does not guarantee the accuracy of said information.

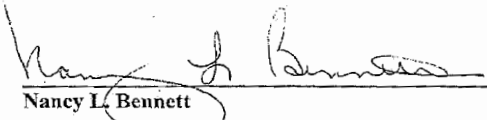
The undersigned further acknowledges that Stewart Title Company and/or Stewart Title Guaranty Company will not be liable for the accuracy of such information and that they hold harmless Stewart Title Company and/or Stewart Title Guaranty Company from any and all further actions that may arise due to inadequate or inaccurate loan information.

The payoff interest has been calculated to allow sufficient time for the payoff check to reach the lender; however, if there is delay in funding or should the mail delivery delay receipt of said check by the below captioned lender, additional interest may be due.

re: 2362 SE 19 Court  
Homestead, Florida 33035

Seterus, Loan # [REDACTED]

  
\_\_\_\_\_  
John M. Bennett

  
\_\_\_\_\_  
Nancy L. Bennett

Sworn to and subscribed before me this **12th day of June, 2012**, by John M. Bennett and Nancy L. Bennett who is personally known to me or who has produced a driver license as identification and who did take an oath.

My Commission expires:

\_\_\_\_\_  
Notary Public Signature  
Printed Name: Tania Swanberg  
Serial Number

(SEAL)



# PAYOFF SCHEDULE

Loan No.: [REDACTED]

Borrower(s): JOHN M BENNETT, NANCY L BENNETT

The following accounts must be paid off through escrow as a condition of the attached loan approval:

PAYOFF

218,969.57

TOTAL:

218,969.57

  
JOHN M BENNETT

  
NANCY L BENNETT



Loan Number: [REDACTED]

### EVIDENCE OF JOINT APPLICATION

Date: JUNE 12, 2012

Provided By: LEVERAGE FINANCIAL DBA LF LOANS

Borrower: JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

If you are applying for joint credit with another person, please sign below.

We intend to apply for joint credit.

John M Bennett  
Borrower JOHN M BENNETT Date

Nancy L Bennett  
Co-Borrower NANCY L BENNETT Date

\_\_\_\_\_  
Co-Borrower Date

\_\_\_\_\_  
Co-Borrower Date

\_\_\_\_\_  
Co-Borrower Date

\_\_\_\_\_  
Co-Borrower Date

EVIDENCE OF JOINT APPLICATION  
12 CFR 1010.7; Supplement 1, Paragraph 7(d)(1)-3  
EOJA.MSC 02/08/12

DocMagic eForms  
www.docmagic.com

loja.msca.xml



Loan Number: [REDACTED]

Date: JUNE 12, 2012

Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

EXHIBIT "A"  
LEGAL DESCRIPTION

Borrower:



Co-Borrower:



DocMagic eForms  
www.docmagic.com



# BORROWER'S CERTIFICATION AND AUTHORIZATION

## CERTIFICATION

The undersigned certify the following:

1. I/We have applied for a mortgage loan from **LEVERAGE FINANCIAL DBA LF LOANS** ("Lender").  
In applying for the loan, I/we completed a loan application containing various information on the purpose of the loan, the amount and source of the downpayment, employment and income information, and assets and liabilities. I/We certify that all of the information is true and complete. I/We made no misrepresentations in the loan application or other documents, nor did I/we omit any pertinent information.
2. I/We understand and agree that Lender reserves the right to change the mortgage loan review process. This may include verifying the information provided on the application with the employer and/or the financial institution.
3. I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements when applying for this mortgage, as applicable under the provisions of Title 18, United States Code, Section 1014.
4. I/We provided Lender with verbal and/or written authorization to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references in connection with my/our application for this loan.

## AUTHORIZATION TO RELEASE INFORMATION


To Whom It May Concern:

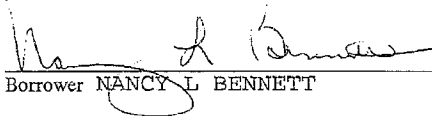
1. I/We have applied for a mortgage loan from Lender. As part of the application process, Lender and the mortgage guaranty insurer (if any), may verify information contained in my/our loan application and in other documents required in connection with the loan, either before the loan is closed or as part of its quality control program.
2. I/We authorize you to provide to Lender and to any investor to whom you may sell my mortgage, and to the mortgage guaranty insurer (if any), any and all information and documentation that they request. Such information includes, but is not limited to, employment history and income; bank, money market, and similar account balances; credit history; and copies of income tax returns.
3. I/We further authorize Lender to order a consumer credit report and verify other credit information, including past and present mortgage and landlord references.
4. Lender or any investor that purchases the mortgage, or the mortgage guaranty insurer (if any), may address this authorization to any party named in the loan application.
5. A copy of this authorization may be accepted as an original.
6. Your prompt reply to Lender, the investor that purchased the mortgage, or the mortgage guaranty insurer (if any) to their requests in connection with your mortgage loan application is appreciated.
7. Mortgage guaranty insurer (if any):  
N/A



**Right of Financial Privacy Act of 1978 Notice-** The Department of Housing and Urban Development (HUD) and the Department of Veterans Affairs (VA) have the right to access financial information held by a financial institution in determining whether to qualify a prospective applicant under their respective loan programs. If you are applying for HUD or VA loan, your financial records will be made available to the requesting government agency without further notice to or authorization from you; such financial information will not be disclosed or released outside the requesting agency except as required or permitted by law. Prior to the time that your financial records are disclosed, you may revoke this authorization at any time; however, your refusal to provide the information may cause your application to be delayed or rejected. If you believe that your financial records have been disclosed improperly, you may have legal rights under the Right to Financial Privacy Act of 1978 (12 USC 3400 et seq.).

  
Borrower JOHN M BENNETT Date

  
Social Security Number

  
Borrower NANCY L BENNETT Date

  
Social Security Number

Borrower Date

Social Security Number

Borrower Date

Social Security Number

Borrower Date

Social Security Number

Borrower Date

Social Security Number





# CERTIFICATE OF LOANS TO ONE BORROWER

Loan Number: [REDACTED]

Borrower(s): JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

The undersigned Borrower hereby certifies and represents to LEVERAGE FINANCIAL DBA LF LOANS ("Lender") that the total of all loans made by said Lender to the undersigned Borrower, including the loan hereby applied for, and to all other persons and entities which are required to be included in computing said total is as follows:

- (1) This loan \$ 232,900.00
- (2) Other loans applied for or made (if none, state "no exceptions"; if any, complete the information for each loan and/or loan application):


NAME OF BORROWER	LOAN NUMBER	LOAN AMOUNT
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

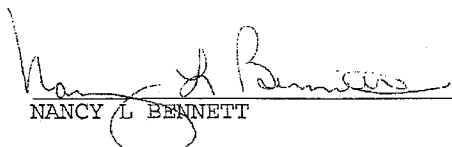
I/We understand that the persons and entities which are required to be included are as follows:

- (1) Any person or entity that is, or that upon making of a loan will become, obligor on a loan on the security of real estate;
- (2) Nominees of such obligor;
- (3) All persons, trusts, partnerships, syndicates and corporations of which such obligor is a nominee or a beneficiary, partner, member, or record or beneficial stockholder owning ten percent or more of the capital stock, or a nominee of any of these persons;
- (4) If such obligor is a trust, partnership, syndicate or corporation, all trusts, partnerships, syndicates and corporations of which any beneficiary, partner, member of record or beneficial stockholder owning ten percent or more of the capital stock, is also a beneficiary, partner, member of record or beneficial stockholder owning ten percent or more of the capital stock of such obligor and;
- (5) Members of the immediate family of any borrower.

Each of the undersigned, including, where the borrower is a corporation or partnership, each of the persons executing this certificate on behalf of such corporation or partnership, hereby certifies under penalty of perjury that the foregoing is true and correct.

Executed at STEWART TITLE COMPANY

  
JOHN M BENNETT

  
NANCY L BENNETT



## HAZARD INSURANCE AUTHORIZATION & REQUIREMENTS

Date: JUNE 12, 2012

Loan Number: [REDACTED]

Escrow Number:

Escrow Company: STEWART TITLE COMPANY

Provided By: LEVERAGE FINANCIAL DBA LF LOANS

Borrower's Name(s): JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

Listed below are Lender's policies and procedures, and minimum requirements, for the Hazard Insurance which must be provided covering the subject property.

1. Coverage must be in an amount at least equal to the replacement value of improvements on the property or the loan amount, whichever is less. If your loan program allows for potential negative amortization, your lender may require that the amount of coverage be increased to protect the amount of potential negative amortization.
2. The insurance company providing coverage must have an "A" rating or better in the latest edition of "Best's Insurance Guide," must be licensed to do business in the State in which the property is located, and must be licensed to transact the lines of insurance required in this transaction.
3. Policy shall provide at least "Broad Form" coverage on properties of one to four units, and at least "Vandalism & Malicious Mischief" on properties with over four units, with no deviation. Homeowners policies must provide coverage equal to "HO2" form.
4. Policies must contain deductibles on any peril of up to five percent of the face amount of the insurance policy.
5. Policy must provide coverage for a term of at least one year. Premiums may be paid on an annual installment basis only if the policy provides that the lender will be notified in writing of cancellation 30 days prior to expiration of coverage, for any cause. Binders are not acceptable unless otherwise required by applicable law.
6. If any existing policy is provided which will expire within six months from the date of the recording of this loan, said policy must be renewed for the required term as noted in paragraph 5 above.
7. All forms and endorsements pertaining to the Lender's requirements must appear on the "Declaration Page" of policy.
8. New policies must be accompanied by a signed "Broker of Record Authorization" if borrower(s) has/have changed Insurance Agents.
9. Verification of renewal of insurance policies must be in Lender's office at least thirty days prior to the expiration date of the policy. If this requirement is not met, **LENDER AND ITS SUCCESSORS OR ASSIGNS MAY AT THEIR OPTION, BUT WITHOUT THE OBLIGATION TO DO SO, PROVIDE COVERAGE TO REPLACE ANY EXPIRING POLICIES WHICH HAVE NOT BEEN PROPERLY RENEWED.** The premium for such coverage will be remitted promptly by the undersigned, or Lender may charge borrower's account for the cost thereof.
10. Lender's loss Payable Endorsement 438 BFU to be affixed to policy in favor of:  
LEVERAGE FINANCIAL DBA LF LOANS  
ISAOA  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605  
Loan Number: [REDACTED]
11. The property address and the insured's names must be designated on the policy exactly as on the ALTA Title Policy or CLTA Title Policy (whichever is issued).
12. The Lender's loan number must appear on the policy and on any subsequent endorsements.
13. The effective date of new policies, endorsements, and/or assignments shall be as of, or prior to, the date of recording of this loan.
14. Please notify your agent to forward future premium notices directly to you.

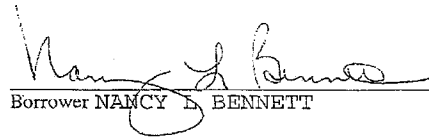


15. If the security property is a condominium, the Master Policy must contain a minimum of \$1,000,000.00 coverage for "Directors & Officers" liability. A copy of the Master Policy, or a certificate showing proof of coverage for both the Homeowners Association and the condominium unit owner, must be submitted to Lender prior to funding.

AN ACCEPTABLE POLICY, WITH ENDORSEMENTS AND/OR ASSIGNMENTS, MUST BE FORWARDED TO AND RECEIVED BY LENDER BEFORE THIS LOAN CAN BE FUNDED; OTHERWISE, LENDER MAY BE FORCED TO PLACE INTERIM COVERAGE ON THE PROPERTY AT AN ADDITIONAL COST TO THE BORROWER(S).

Each of the undersigned acknowledges that he or she has read and understands the foregoing provisions and insurance requirements. This authorization will remain irrevocable for the undersigned as owner(s) of the subject property, and or any assignees, for as long as this loan remains on the subject property.

  
Borrower JOHN M BENNETT

  
Borrower NANCY L. BENNETT

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower

\_\_\_\_\_  
Borrower



Form **4506-T**

(Rev. January 2012)

Department of the Treasury  
Internal Revenue Service

**Request for Transcript of Tax Return**

▶ Request may be rejected if the form is incomplete or illegible.

OMB No. 1545-1872

Tip: Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first. <b>JOHN M BENNETT</b>	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) <b>306-54-8962</b>
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions) <b>JOHN M BENNETT 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035</b>	
4 Previous address shown on the last return filed if different from line 3 (See instructions)	
5 If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number. <b>LEVERAGE FINANCIAL DBA LF LOANS, 1860 N. AVENIDA REPUBLICA DE CUBA, TAMPA, FLORIDA 33605, Phone Number: (813) 397-3955</b>	

Caution: If the tax transcript is being mailed to a third party, ensure that you have filed in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your IRS transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

6 Transcript requested. Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. **1040**

a Return Transcript, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120A, Form 1120H, Form 1120L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days . . . . .

b Account Transcript, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 30 calendar days . . . . .

c Record of Account, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 30 calendar days . . . . .

7 Verification of Nonfiling, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days . . . . .

8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript. The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2010, filed in 2011, will not be available from the IRS until 2012. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 45 days . . . . .

Caution: If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 Year or period requested. Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately. **12/31/2011 12/31/2010**

Check this box if you have notified the IRS or the IRS has notified you that one of the years for which you are requesting a transcript involved identity theft on your federal tax return . . . . .

Caution: Do not sign this form unless all applicable lines have been completed.  
Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. Note: For transcripts being sent to a third party, this form must be received within 120 days of signature date.

Signature (see instructions) **John M Bennett** Date \_\_\_\_\_

Title (if line 1a above is a corporation, partnership, estate, or trust) \_\_\_\_\_

Spouse's signature \_\_\_\_\_ Date \_\_\_\_\_

Phone number of taxpayer on line 1a or 2a **(305) 230-6069**



Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about Form 4506-T at www.irs.gov/form4506. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

General Instructions

CAUTION. Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note. If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

Automated transcript request. You can quickly request transcripts by using our automated self help-service tools. Please visit us at IRS.gov and click on "Order a Transcript" or call 1-800-908-9946.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

Table with 2 columns: 'If you filed an individual return and lived in:' and 'Mail or fax to the "Internal Revenue Service" at:'. Lists states and corresponding RAIVS Team addresses.

Chart for all other transcripts

Table with 2 columns: 'If you lived in or your business was in:' and 'Mail or fax to the "Internal Revenue Service" at:'. Lists states and corresponding RAIVS Team addresses.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6113(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Products Coordinating Committee
SEAW-CAR-MP-T:MS
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224
Do not send the form to this address. Instead, see Where to file on this page.





Form **4506-T**

**Request for Transcript of Tax Return**

(Rev. January 2012)

OMB No. 1545-1872

Department of the Treasury  
Internal Revenue Service

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1a	Name shown on tax return. If a joint return, enter the name shown first. <b>NANCY L BENNETT</b>	1b	First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions) [REDACTED]
2a	If a joint return, enter spouse's name shown on tax return:	2b	Second social security number or individual taxpayer identification number (joint tax return)
3	Current name, address (including apt., room, or suite no.), city, state, and ZIP code (See instructions) <b>NANCY L BENNETT 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035</b>		
4	Previous address shown on the last return filed if different from line 3 (See instructions)		
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Signature of taxpayer(s). I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, either husband or wife must sign. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. Note: For transcripts being sent to a third party, this form must be received within 120 days of signature date.

▶ [Signature] \_\_\_\_\_ Date \_\_\_\_\_  
 Signature (see instructions) \_\_\_\_\_  
 Title (if line 1a above is a corporation, partnership, estate, or trust) \_\_\_\_\_  
 Spouse's signature \_\_\_\_\_ Date \_\_\_\_\_

Phone number of taxpayer on line 1a or 2a  
**(305) 230-6069**



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Chart for all other transcripts

Table with 2 columns: 'If you lived in or your business was in:' and 'Mail or fax to the "Internal Revenue Service" at:'. Lists states and corresponding RAIVS Team addresses.

Table with 2 columns: 'If you filed an individual return and lived in:' and 'Mail or fax to the "Internal Revenue Service" at:'. Lists states and corresponding RAIVS Team addresses.

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return.

Line 2. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note. If the address on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. If you completed line 5 requesting the information be sent to a third party, the IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee in a written request by any principal officer and attested to by the secretary or other officer.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(a) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Products Coordinating Committee
SEAW:CAR:MP:T:MS
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224
Do not send the form to this address. Instead, see Where to file on this page.



**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do  
not send to the  
IRS.

Name (as shown on your income tax return)  
**JOHN M BENNETT**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ -----     Exempt payee  
 Other (see instructions) ▶

Address (number, street, and apt. or suite no):  
**2362 S E 19 CT**

City, state, and ZIP code  
**HOMESTEAD, FLORIDA 33035**

Requester's name and address (optional)  
**LEVERAGE FINANCIAL DEALERS LOANS  
1860 N. AVENUE, REPUBLICA DE  
CUBA, TAMPA, FLORIDA 33605**

List account number(s) here (optional)  
[REDACTED]

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number  
[REDACTED]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶ *John M Bennett*    Date ▶

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form.**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or

- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate) or
- A domestic trust (as defined in Regulations section 301.7701-7).



**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Person is making certain payments to you must under certain conditions withhold and pay to the IRS a

percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployment pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on this page.

**Updating Your Information**

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

**Penalties**

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

**Specific Instructions**

**Name**

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.





If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(c)(3), any IRA, or a custodial account under section 5303(b)(7) if the account satisfies the requirements of section 401(f)(2).
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; gross proceeds paid to an attorney; and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page





3), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-792-6222. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4 and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt Payee on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 5, below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification; backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew

members and fishermen, and excess proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you; acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

Table with 2 columns: 'For this type of account:' and 'Give name and SSN of:'. It lists 13 account types and their corresponding naming conventions for TIN/SSN reporting.

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the



number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778, or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business email and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the TIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3408, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**Request for Taxpayer  
Identification Number and Certification**

Give Form to the  
requester. Do  
not send to the  
IRS.

Name (as shown on your income tax return)  
**NANCY L BENNETT**

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:  
 Individual/sole proprietor     C Corporation     S Corporation     Partnership     Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_     Exempt payee  
 Other (see instructions) ▶ \_\_\_\_\_

Address (number, street, and apt. or suite no.)  
**2362 S E 19 CT**

City, state, and ZIP code  
**HOMESTEAD, FLORIDA 33035**

Requester's name and address (optional)  
**LEVERAGE FINANCIAL DEPT OF FINANCE  
1860 N. AVENIDA REPUBLICA DE  
CUBA, TAMPA, FLORIDA 33605**

List account number(s) here (optional)  
[REDACTED]

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number  
[REDACTED]

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number  
[REDACTED]

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here    Signature of U.S. person ▶ *Nancy L Bennett*    Date ▶ \_\_\_\_\_

**General Instructions**  
Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate) or
- A domestic trust (as defined in Regulations section 301.7701-7).



**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a

percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, non-employee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on this page.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

### Specific Instructions

#### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.





If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

**Exempt Payee**

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box on the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities,
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Part I. Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page





3), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4 and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see Exempt Payee on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 5, below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, royalty, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than gifts for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew

members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number to Give the Requester

Table with 2 columns: 'For this type of account:' and 'Give name and SSN of:'. It lists 14 account types and their corresponding names/SSNs/EINs.

1 List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

2 Circle the minor's name and furnish the minor's SSN.

3 You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

4 List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see Special rules for partnerships on page 2.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the



number will be considered to be that of the first name listed.

### Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**ACKNOWLEDGMENT OF RECEIPT OF  
APPRAISAL REPORT**

Loan Number: [REDACTED]

Date: JUNE 12, 2012


Lender: LEVERAGE FINANCIAL DBA LF LOANS

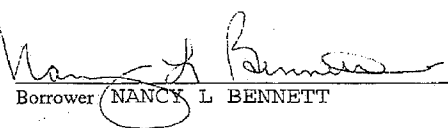
Borrower: JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

I understand that I am entitled to a copy of any report concerning the value of the property securing this loan promptly upon completion at no additional cost to me, and, in any event, no less than three (3) days prior to the closing of the loan.

I hereby acknowledge receipt of the report concerning the value of the property securing this loan, at no additional cost to me, no less than three (3) days prior to the closing of my loan.

  
Borrower JOHN M BENNETT Date

  
Borrower NANCY L BENNETT Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

ACKNOWLEDGMENT OF RECEIPT OF APPRAISAL REPORT  
ARAR.MSC 12/14/10

DocMagic eForms  
www.docmagic.com

Arar.msc.x001



Loan Number: 1008[REDACTED]

### APPRAISAL DISCLOSURE

Date: JUNE 12, 2012

Provided By: LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

Borrower Name(s): JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

You have the right to a copy of the appraisal report used in connection with your application for credit. If you wish a copy, please write to us at the mailing address we have provided. We must hear from you no later than 90 days after we notify you about the action taken on your credit application or you withdraw your application.

Contact: A.J. Jurdi

Lender/Broker: LEVERAGE FINANCIAL DBA LF LOANS

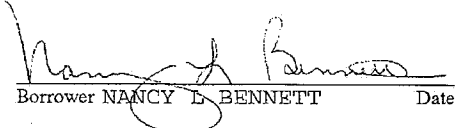
Address: 1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

Telephone: (813) 397-3955

In your letter, give us the following information:

LOAN OR APPLICATION NUMBER, IF KNOWN, DATE OF APPLICATION, NAME(S) OF LOAN APPLICANT(S), PROPERTY ADDRESS, AND YOUR CURRENT MAILING ADDRESS.

  
Borrower JOHN M BENNETT Date

  
Borrower NANCY L BENNETT Date

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Date \_\_\_\_\_

APPRAISAL DISCLOSURE  
15 U.S.C. 691(e); 12 CFR 101.14(a)  
AD6.MSC 02/08/12

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Ad6.tusc.xml



### FEDERAL EQUAL CREDIT OPPORTUNITY ACT NOTICE

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act.

The Federal Agency that administers compliance with this law concerning this creditor is:

Federal Trade Commission  
CRC-240  
Washington, DC 20580

I/We acknowledge that I/we have received a copy of this notice.

*John M Bennett*  
\_\_\_\_\_  
JOHN M BENNETT Date

*Nancy L Bennett*  
\_\_\_\_\_  
NANCY L BENNETT Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FEDERAL EQUAL CREDIT OPPORTUNITY ACT NOTICE  
12 CFR 1002.9(b)  
ECOA.LSR 12/30/11

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## FLORIDA LENDER APPLICATION DISCLOSURES

Date: JUNE 12, 2012

Lender: LEVERAGE FINANCIAL DBA LF LOANS

Applicant(s): JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

The above-named applicants ("you" and "your") have applied for a residential mortgage loan from the above-named Lender ("we," "us" or "our"), repayment of which will be secured by real property you own. We are required by applicable Florida law (F.S.A. §494.0068) to provide the following disclosures to you.

**Fees and Charges:**

Set forth below are some of the fees you will be required to pay in connection with your application for a mortgage loan with us. This disclosure does not disclose all of the fees and charges that you may be obligated to pay in connection with your loan. Estimates of those other fees and charges are reflected on the Good Faith Estimate of settlement charges and are generally refundable prior to settlement only if the goods or services to which the costs relate have not been ordered, unless otherwise required by applicable law.

Fee	Description	Amount	Terms and Conditions of Refundability
<i>Application Fee</i>	Covers our initial cost of, among other things, handling and processing your application and determining whether you qualify for the loan requested.	\$ N/A	<input type="checkbox"/> Nonrefundable <input type="checkbox"/> \$ _____ will be refunded to you if:
<i>Appraisal Fee*</i>	Covers the cost of an appraisal that is a supportable and defensible estimate or opinion of the value of the property securing repayment of the loan.	\$ N/A	<input type="checkbox"/> Nonrefundable <input type="checkbox"/> If the appraisal has not been ordered, the full amount will be refunded <input type="checkbox"/> \$ _____ will be refunded to you if:
<i>Credit Report Fee*</i>	Paid to a credit reporting agency for a report that discloses, among other things, your past credit payment history.	\$ N/A	<input type="checkbox"/> Nonrefundable <input type="checkbox"/> If the credit report has not been ordered, the full amount will be refunded <input type="checkbox"/> \$ _____ will be refunded to you if:
<i>Other Third-Party Fee*</i> APPRAISAL FEE	Paid to a third-party as reimbursement for the following goods provided or services performed:	\$ 75.00	<input type="checkbox"/> Nonrefundable <input type="checkbox"/> If the goods or services have not been ordered, the full amount will be refunded <input type="checkbox"/> \$ _____ will be refunded to you if:



<b>Other Third-Party Fee*</b> LENDER'S COVERAGE	Paid to a third-party as reimbursement for the following goods provided or services performed:	\$ 1,893.45	<input type="checkbox"/> Nonrefundable <input type="checkbox"/> If the goods or services have not been ordered, the full amount will be refunded <input type="checkbox"/> \$ _____ will be refunded to you if:
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\* The amount indicated is an estimate. If the actual cost exceeds the estimate, you agree to pay any shortfall at or prior to closing. Amounts collected in excess of the actual cost will be refunded to you at or prior to closing.

## FLORIDA LENDER APPLICATION DISCLOSURES

**Other Conditions of Refund:** You may, without penalty or responsibility for paying additional fees and charges, withdraw your application at any time prior to acceptance of a commitment. Upon such withdrawal, we are responsible for refunding to you only those fees to which you may be entitled as set forth above; provided, however, that we will promptly refund all fees paid to us if we have failed: (1) to provide you with this disclosure; or (2) to make a good faith effort to approve your loan request.

**Estimated Processing Time:** Upon our receipt of your completed mortgage loan application, we estimate that we will require 90 calendar days to process your loan application or issue a commitment. We will not be in a position to issue a commitment until after we have completed a satisfactory underwriting analysis of any appraisal and/or credit reports we require in connection with your loan application and any delays in our receipt of these items will delay the processing of your loan. We are not responsible for any delays that occur due to circumstances beyond our reasonable control.

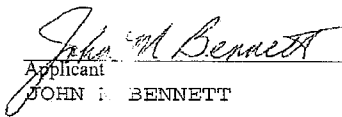
**Lender Representative:**

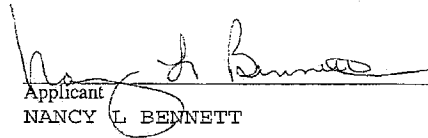
Should you have any questions, comments or complaints about our processing of your loan application, please contact the following designated person in writing or by telephone:

Name: A. J. Jurdi  
Title:  
Address: 1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605  
Telephone:  
E-mail:

**Acknowledgment:**

By signing below, you acknowledge that you have received and read this disclosure. This disclosure is neither a contract nor a commitment to lend.

  
Applicant \_\_\_\_\_ Date \_\_\_\_\_  
JOHN L. BENNETT

  
Applicant \_\_\_\_\_ Date \_\_\_\_\_  
NANCY L. BENNETT

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_



### FLOOD HAZARD NOTICE

Name and Address of Lender/Creditor: <b>LEVERAGE FINANCIAL DBA LF LOANS</b> <b>1860 N. AVENIDA REPUBLICA DE CUBA</b> <b>TAMPA, FLORIDA 33605</b>  Phone No.: (813) 397-3955	Name(s)/Address(es) of Borrower(s): <b>JOHN M BENNETT, NANCY L BENNETT</b> <b>2362 S E 19 CT</b> <b>Homestead, FL 33035</b>
--	--

**1. Notice to Borrower of Special Flood-Hazards**

Notice is hereby given to JOHN M BENNETT, NANCY L BENNETT

[Borrower]

that the building or mobile home securing the loan for which you have applied is or will be located in an area with special flood hazards. The area has been identified by the Director of the Federal Emergency Management Agency (FEMA) as a special flood hazard area using FEMA's Flood Insurance Rate Map or the Flood Hazard Boundary Map for the following community:

This area has at least a one percent (1%) chance of a flood equal to or exceeding the base flood elevation (a 100-year flood) in any given year. During the life of a 30-year mortgage loan, the risk of a 100-year flood in a special flood hazard area is 26 percent (26%).

Federal law allows a lender and borrower jointly to request the Director of FEMA to review the determination of whether the property securing the loan is located in a special flood hazard area. If you would like to make such a request, please contact us for further information.

**2. Notice to Borrower about Federal Disaster Relief Assistance**

Lender check (a) or (b)

(a) Notice in Participating Communities

The community in which the property securing the loan is located participates in the National Flood Insurance Program (NFIP). Federal law will not allow us to make you the loan that you have applied for if you do not purchase flood insurance. The flood insurance must be maintained for the life of the loan. If you fail to purchase or renew flood insurance on the property, Federal law authorizes and requires us to purchase the flood insurance for you at your expense.

- Flood insurance coverage under the NFIP may be purchased through an insurance agent who will obtain the policy either directly through the NFIP or through an insurance company that participates in the NFIP. Flood insurance also may be available from private insurers that do not participate in the NFIP.
- At a minimum, flood insurance purchased must cover the lesser of:
  - (1) the outstanding principal balance of the loan; or
  - (2) the maximum amount of coverage allowed for the type of property under the NFIP. Flood insurance coverage under the NFIP is limited to the overall value of the property securing the loan minus the value of the land on which the property is located; or
  - (3) the full replacement cost value (RCV) of the building and/or contents securing the loan. The market value or land value on which the building is located has no bearing on the RCV of the building.
- Federal disaster relief assistance (usually in the form of a low-interest loan) may be available for damages incurred in excess of your flood insurance if your community's participation in the NFIP is in accordance with NFIP requirements.

(b) Notice in Non-participating Communities

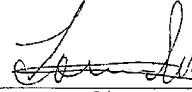
Flood insurance coverage under the NFIP is not available for the property securing the loan because the community in which the property is located does not participate in the NFIP. In addition, if the non-participating community has been identified for at least one year as containing a special flood hazard area, properties located in the community will not be eligible for Federal disaster relief assistance in the event of a Federally-declared flood disaster.



**3. Statement of the Borrower**

I/We, JOHN M BENNETT, NANCY L BENNETT

hereby acknowledge that on the date indicated below I have received a Notice to Borrower of Special Flood Hazards, indicating that the property securing my loan is in an area identified as having special flood hazard, and a Notice to Borrower about Federal Disaster Relief Assistance, indicating whether such assistance will or will not be available for such property.



A.J. Jurdi \_\_\_\_\_  
Loan Officer's Signature

  
Borrower JOHN M BENNETT \_\_\_\_\_

Date

  
Borrower NANCY L BENNETT \_\_\_\_\_

Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date

\_\_\_\_\_  
Borrower \_\_\_\_\_ Date



STATEMENT OF ANTI-COERCION  
FLORIDA

Loan Number: [REDACTED]

Lender: LEVERAGE FINANCIAL DBA LF LOANS

Borrower(s): JOHN M BENNETT, NANCY L BENNETT

Subject Property: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

THE FOLLOWING STATEMENT IS REQUIRED UNDER RULE 69B-124.002, F.A.C., OF THE RULES  
AND REGULATIONS PROMULGATED BY THE CHIEF FINANCIAL OFFICER  
RELATIVE TO ANTI-COERCION

The Insurance Laws of this state provide that the Lender may not require the Borrower to take insurance through any particular insurance agent or company to protect the mortgaged property.

The Borrower, subject to the rules adopted by the Chief Financial Officer, has the right to have the insurance placed with an insurance agent or company of his choice, provided the company meets the requirements of the Lender. The Lender has the rights to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Chief Financial Officer relative thereto, and understand my rights and privileges and those of the Lender relative to the placing of such insurance.

I have selected the  Insurance Agency, or  Insurance Company to write the hazard insurance covering property located at:

2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

John M Bennett  
Borrower JOHN M BENNETT Date

Nancy L Bennett  
Borrower NANCY L BENNETT Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

FLORIDA STATEMENT OF ANTI-COERCION  
RULE 69B-124.002  
FLSOAC.MSC 02/02/12

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Fisoc.msc.xml





# GENERAL AFFIDAVIT

Loan No.: [REDACTED]

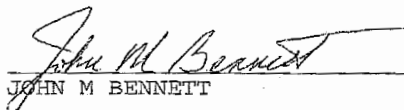
FHA or VA No.:

Name: JOHN M BENNETT, NANCY L BENNETT

Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

Certify:

1. That I have reviewed the contents of the attached FHA Form 2900-1, VA Form 26-1802a or FNMA Form 1003, and my understanding of the contents is acknowledged by my signature on the back of the form.
2. That I am still employed and paid as specified in the above mentioned form.
3. That all my debts as of the date of application are fully disclosed on said form and that I have incurred no new debts since the date of that application.
4. That I have not in any way borrowed money or incurred debt to cover the closing costs or down payment for this loan.
5. That I now occupy/intend to occupy within a reasonable time after closing (strike one) as my home the property on which this loan is being placed. (This statement does not apply to FHA or Conventional investor loans or non-occupant signors.)
6. I have read and fully understand the warning on said form regarding penalties for false statements in connection with said application.
7. I acknowledge receiving a copy of the appraisal for the address listed above.

  
\_\_\_\_\_  
JOHN M BENNETT

  
\_\_\_\_\_  
NANCY L BENNETT

\_\_\_\_\_  
\_\_\_\_\_

1. It is most important for your own protection that you not sign this form without first reading and understanding each of its seven (7) points.
2. This certification must be signed by all parties whose names appear on the security instrument and note.



# IMPOUND AUTHORIZATION

Loan Number: [REDACTED]

Date: JUNE 12, 2012

Borrower: JOHN M BENNETT, NANCY L BENNETT

Property 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035  
(Address) (City) (State) (Zip)

We understand that according to the provisions of the Security Instrument, LEVERAGE FINANCIAL DBA LF LOANS may require us to make monthly payments in addition to our principal and interest payment so that a fund can be created and maintained to pay taxes, insurance premiums and other expenses relating to the security property. Impounds will be required in the following circumstances:

- where required by state or federal regulatory authority; or
- where a loan is made, guaranteed or insured by a state or federal governmental lending agency; or
- where the original principal amount of such a loan exceeds 80% of the sales price or appraised value whichever is lower; or
- as required by lender as a condition of the loan.

The lender will pay interest on the impound account as required by law. The obligations of the borrower and lender regarding impound accounts will be set forth in the Security Instrument. We also understand that the payment for taxes and insurance may vary from year to year.

PLEASE NOTE THAT ANY BORROWER WHO IS DELINQUENT IN THE PAYMENT OF THEIR REAL ESTATE TAXES, HAZARD AND/OR FLOOD INSURANCE PREMIUMS, MAY BE REQUIRED BY THE LENDER TO PAY IMPOUNDS.


## IMPOUNDS REQUIRED BY LENDER

- The undersigned understand that the establishment of an impound account for payments of real property taxes, hazard and/or flood insurance and other related expenses is REQUIRED.
- The undersigned understand that the establishment of an impound account for payments of real property taxes, hazard and/or flood insurance and other related expenses is NOT REQUIRED.

## IMPOUNDS REQUESTED BY BORROWER

- The undersigned understand that the establishment of an impound account for the payment of real property taxes, hazard and/or flood insurance and other related expenses is NOT REQUIRED; however, Borrower requests that such an account be established.
- The undersigned understand that the establishment of an impound account for the payment of real property taxes, hazard and/or flood insurance and other related expenses is NOT REQUIRED. Borrower is not requesting that such an account be established.

  
Borrower JOHN M BENNETT Date

  
Borrower NANCY L BENNETT Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date



LEVERAGE FINANCIAL DBA LF LOANS

1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

Loan Number: [REDACTED]

### SERVICING DISCLOSURE STATEMENT

#### NOTICE TO FIRST LIEN MORTGAGE LOAN APPLICANTS: THE RIGHT TO COLLECT YOUR MORTGAGE LOAN PAYMENTS MAY BE TRANSFERRED

Date: JUNE 12, 2012

You are applying for a mortgage loan covered by the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2601 et seq.). RESPA gives you certain rights under Federal law. This statement describes whether the servicing for this loan may be transferred to a different loan servicer. "Servicing" refers to collecting your principal, interest, and escrow payments, if any, as well as sending any monthly or annual statements, tracking account balances, and handling other aspects of your loan. You will be given advance notice before a transfer occurs.

Check the appropriate box under "Servicing Transfer Information."

#### SERVICING TRANSFER INFORMATION

We may assign, sell, or transfer the servicing of your loan while the loan is outstanding.

or

We do not service mortgage loans of the type for which you applied. We intend to assign, sell, or transfer the servicing of your mortgage loan before the first payment is due.

or

The loan for which you have applied will be serviced at this financial institution and we do not intend to sell, transfer, or assign the servicing of the loan.

#### ACKNOWLEDGMENT OF MORTGAGE APPLICANT

I/We have read this disclosure form, and understand its contents, as evidenced by my/our signature(s) below. I/We understand that this acknowledgment is a required part of the mortgage loan application.

John M Bennett  
Applicant's Signature Date  
JOHN M BENNETT

Nancy L Bennett  
Applicant's Signature Date  
NANCY L BENNETT

\_\_\_\_\_  
Applicant's Signature Date

\_\_\_\_\_  
Applicant's Signature Date

\_\_\_\_\_  
Applicant's Signature Date

\_\_\_\_\_  
Applicant's Signature Date



Loan Number: 10010 [REDACTED] ( [REDACTED]

**NOTICE CONCERNING THE FURNISHING  
OF NEGATIVE INFORMATION TO  
CONSUMER REPORTING AGENCY**

Lender: LEVERAGE FINANCIAL DBA LF LOANS

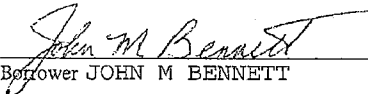
Borrower: JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

**WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT  
TO CREDIT BUREAUS.**

**LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR  
ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.**

By signing below, the undersigned hereby acknowledge(s) receipt of a copy of this disclosure.

  
Borrower JOHN M BENNETT Date

  
Borrower NANCY L BENNETT Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

NOTICE CONCERNING THE FURNISHING OF  
NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCY  
FCRA § 623(a)(7); 15 U.S.C. § 1681s-2(a)(7); 12 CFR 1022 Appendix B Model Notice B-1  
NCFNI.MSC 12/30/11

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www.docmagic.com

Ncfni.msc.url



Loan Number: [REDACTED]

### NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of your mortgage loan, that is, the right to collect payments from you, is being assigned, sold or transferred from LEVERAGE FINANCIAL DBA LF LOANS to GTE FEDERAL CREDIT UNION

effective AUGUST 1, 2012

The assignment, sale or transfer of the servicing of the mortgage loan does not affect any term or condition of the mortgage instruments, other than terms directly related to the servicing of your loan.

Except in limited circumstances, the law requires that your present servicer send you this notice at least 15 days before the effective date of transfer, or at closing. Your new servicer must also send you this notice no later than 15 days after this effective date or at closing. In this case, all necessary information is combined in this one notice.

Your present servicer is LEVERAGE FINANCIAL DBA LF LOANS

If you have any questions relating to the transfer of servicing from your present servicer call (813) 397-3955 between 8:30 a.m. and 5:00 p.m. on the following days: MONDAY - FRIDAY  
This is a  toll-free or  collect call number.

Your new servicer will be CENTRAL LOAN ADMINISTRATION & REPORTING

The business address for your new servicer is: P.O. BOX 202028, FLORENCE, SOUTH CAROLINA 29502

The  toll-free or  collect call telephone number of your new servicer is (888) 871-2690  
If you have any questions relating to the transfer of servicing to your new servicer call at (888) 871-2690 between 8AM a.m. and 5PM p.m. on the following days: MONDAY - FRIDAY

The date that your present servicer will stop accepting payments from you is AUGUST 1, 2012  
The date that your new servicer will start accepting payments from you is AUGUST 1, 2012  
Send all payments due on or after that date to your new servicer.

You should also be aware of the following information, which is set out in more detail in Section 6 of the Real Estate Settlement Procedures Act (RESPA) (12 U.S.C. 2605):

During the 60-day period following the effective date of the transfer of the loan servicing, a loan payment received by your old servicer before its due date may not be treated by the new loan servicer as late, and a late fee may not be imposed on you.

Section 6 of RESPA (12 U.S.C. 2605) gives you certain consumer rights. If you send a "qualified written request" to your loan servicer concerning the servicing of your loan, your servicer must provide you with a written acknowledgment within 20 Business Days of receipt of your request. A "qualified written request" is a written correspondence, other than notice on a payment coupon or other payment medium supplied by the servicer, which includes your name and account number, and your reasons for the request. If you want to send a "qualified written request" regarding the servicing of your loan, it must be sent to this address:

CENTRAL LOAN ADMINISTRATION & REPORTING  
P.O. BOX 202028, FLORENCE, SOUTH CAROLINA 29502

Not later than 60 Business Days after receiving your request, your servicer must make any appropriate corrections to your account, and must provide you with a written clarification regarding any dispute. During this 60-Business Day period, your servicer may not provide information to a consumer reporting agency concerning any overdue payment related to such period or qualified written request. However, this does not prevent the servicer from initiating foreclosure if proper grounds exist under the mortgage documents.

A Business Day is a day on which the offices of the business entity are open to the public for carrying on substantially all of its business functions.

Section 6 of RESPA also provides for damages and costs for individuals or classes of individuals in circumstances where servicers are shown to have violated the requirements of that Section. You should seek legal advice if you believe your rights have been violated.

#### BORROWER ACKNOWLEDGMENT

I/We have read this disclosure form, and understand its contents, as evidenced by my/our loan signature(s) below.

  
Borrower JOHN M BENNETT Date

  
Borrower NANCY L BENNETT Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS  
12 CFR 1024.21(d)  
NOASOT.MSC 12/30/11

DocMagic   
www.docmagic.com





## NOTICE OF RIGHT TO CANCEL

Loan Number: [REDACTED]

Borrowers: JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

### YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage, lien or security interest on or in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

1. the date of the transaction, which is JUNE 12, 2012 ; or
2. the date you receive your Truth in Lending disclosures; or
3. the date you receive this notice of your right to cancel.

If you cancel the transaction, the mortgage, lien or security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the mortgage, lien or security interest on or in your home has been cancelled, and we must return to you any money or property you have given to us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

### HOW TO CANCEL

If you decide to cancel this transaction, you may do so by notifying us in writing, at  
LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.


If you cancel by mail or telegram, you must send the notice no later than midnight of JUNE 15, 2012 (or midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

### I WISH TO CANCEL.

Consumer's Signature \_\_\_\_\_ Date \_\_\_\_\_  
JOHN M BENNETT

### ACKNOWLEDGMENT OF RECEIPT

EACH OF THE UNDERSIGNED HEREBY ACKNOWLEDGES THE RECEIPT OF TWO (2) COMPLETED COPIES OF THIS NOTICE OF RIGHT TO CANCEL.

  
JOHN M BENNETT \_\_\_\_\_ Date \_\_\_\_\_



## NOTICE OF RIGHT TO CANCEL

Loan Number: [REDACTED]

Borrowers: JOHN M BENNETT, NANCY L BENNETT

Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

### YOUR RIGHT TO CANCEL

You are entering into a transaction that will result in a mortgage, lien or security interest on or in your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

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You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

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JOHN M BENNETT

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JOHN M BENNETT \_\_\_\_\_ Date \_\_\_\_\_



# OCCUPANCY AND FINANCIAL STATUS AFFIDAVIT

STATE OF FLORIDA )  
 ) ss:  
COUNTY OF MIAMI DADE )

BEFORE ME, the undersigned authority duly authorized to take acknowledgments and administer oaths, personally appeared JOHN M BENNETT, NANCY L BENNETT

who upon being duly sworn on oath, certified as follows: (the "Borrower"),

1. **Material Inducement:** Borrower understands and agrees that the statements contained herein are given as a material inducement to LEVERAGE FINANCIAL DBA LF LOANS (the "Lender"), and Lender is relying upon such statements, to make a mortgage loan (the "Loan") to Borrower, repayment of which is secured by a Mortgage, Deed of Trust, Security Deed or other instrument of security (the "Security Instrument") on certain real property located at 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035 (the "Property").

2. **Occupancy:** [check one box only]

**Principal Residence.** Borrower either currently occupies and uses the Property as Borrower's principal residence, or Borrower will occupy and use the Property as Borrower's principal residence within 60 days after Borrower signs the Security Instrument. Borrower will continue to occupy and use the Property as Borrower's principal residence for at least one (1) year from the date that Borrower first occupies the Property. However, Borrower will not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if Lender agrees in writing that Borrower does not have to do so. Lender may not refuse to agree unless the refusal is reasonable. Borrower will also not have to occupy and use the Property as Borrower's principal residence within the time frames set forth above if extenuating circumstances exist which are beyond Borrower's control.

**Second Home.** Borrower will occupy, and will use, the Property as Borrower's second home. Borrower will keep the Property available for Borrower's exclusive use and enjoyment at all times, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person any control over the occupancy or use of the Property.

**Investment.** The Property is owned and held by Borrower as an investment property. Borrower does not now occupy or use the property, and has no present intention to occupy or use the Property in the future, either as Borrower's principal residence or second home. Borrower now occupies and uses other property or properties as Borrower's principal residence and/or second home.

3. **Financial Status:** Borrower understands that Lender is making the Loan based upon statements and representations contained in, or made in connection with, the residential mortgage loan application given by Borrower to Lender (the "Loan Application"). Borrower hereby certifies that the information provided by Borrower contained in, or made in connection with, the Loan Application related to Borrower's financial status (such as Borrower's employment, income, available cash, debts, expenses, credit obligations, and the like), has not changed significantly and that the such information accurately reflects Borrower's current financial status. Borrower certifies further that Borrower has not received a layoff notice or otherwise have knowledge of a pending layoff, and Borrower, to the best of Borrower's knowledge and belief, is unaware of any events or circumstances in the foreseeable future that would impair or have an



adverse effect on Borrower's ability to fulfill Borrower's Loan obligations, including, but not limited to Borrower's obligation to make required periodic payments.

4. **False, Misleading or Inaccurate Statements:** Borrower understands that Borrower will be in default under the terms of the Security Instrument if, during the application process for the Loan, 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, including, but not limited to, representations concerning Borrower's occupancy of the Property and Borrower's financial status. Borrower understands further that any intentional or negligent misrepresentation(s) of the information contained in, or made in connection with, the Loan Application may result in severe civil and/or criminal penalties, including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq. and liability for monetary damages to the Lender, its agents, successors and assigns, insurers and any other person who may suffer any loss due to reliance upon any misrepresentation(s) which Borrower has made on or in connection with the Loan Application.

  
Borrower JOHN M BENNETT Date

  
Borrower NANCY D. BENNETT Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

\_\_\_\_\_  
Borrower Date

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

(Seal)



**RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE**

Loan Number: [REDACTED]

Date: JUNE 12, 2012

Borrower: JOHN M BENNETT

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

**LEVERAGE FINANCIAL DBA LF LOANS  
YOUR CREDIT SCORE AND THE PRICE YOU PAY FOR CREDIT**

Your Credit Score	
Your credit score	794 Source: Equifax Date: 04/18/2012

Understanding Your Credit Score																			
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.																		
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.																		
The range of scores	Scores range from a low of 300 to a high of 850 Generally, the higher your score, the more likely you are to be offered better credit terms.																		
How your score compares to the scores of other consumers	<table border="1"> <caption>Equifax® Classic FICO® % of Consumers with Scores in a Particular Range</caption> <thead> <tr> <th>Score Range</th> <th>Percentage</th> </tr> </thead> <tbody> <tr> <td>334-400</td> <td>7%</td> </tr> <tr> <td>500-549</td> <td>9%</td> </tr> <tr> <td>550-599</td> <td>9%</td> </tr> <tr> <td>600-649</td> <td>9%</td> </tr> <tr> <td>650-699</td> <td>12%</td> </tr> <tr> <td>700-749</td> <td>16%</td> </tr> <tr> <td>750-799</td> <td>19%</td> </tr> <tr> <td>800-850</td> <td>16%</td> </tr> </tbody> </table>	Score Range	Percentage	334-400	7%	500-549	9%	550-599	9%	600-649	9%	650-699	12%	700-749	16%	750-799	19%	800-850	16%
Score Range	Percentage																		
334-400	7%																		
500-549	9%																		
550-599	9%																		
600-649	9%																		
650-699	12%																		
700-749	16%																		
750-799	19%																		
800-850	16%																		
Key factors that adversely affected your credit score	<p>TOO MANY INQUIRIES LAST 12 MONTHS</p> <p>AMOUNT OWED ON REVOLVING ACCOUNTS IS TOO HIGH</p> <p>TOO MANY CONSUMER FINANCE COMPANY ACCOUNTS</p> <p>PROPORTION OF BALANCES TO CREDIT LIMITS IS TOO HIGH</p> <p>TOO MANY BANK REVOLVING OR OTHER REVOLVING ACCOUNTS</p>																		

Initial: *JMB*

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
FCRA § 615(h); 15 USC § 1601a-6  
12 CFR §§ 222.70-75; 15 USC § 640.1-640.6

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Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.  It is a good idea to check your credit report to make sure the information it contains is accurate.
How can you obtain a copy of your credit report?	Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.  To order your free annual credit report:  <i>By telephone:</i> Call toll-free: 1-877-322-8228  <i>On the web:</i> Visit <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a>  <i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <a href="http://www.ftc.gov/bcp/online/include/requestformfinal.pdf">http://www.ftc.gov/bcp/online/include/requestformfinal.pdf</a> ) to:  Annual Credit Report Request Service P.O. box 105281 Atlanta, GA 30348-5281
How can you get more information?	For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's web site at <a href="http://www.federalreserve.gov">www.federalreserve.gov</a> , or the Federal Trade Commission's web site at <a href="http://www.ftc.gov">www.ftc.gov</a> .

#### NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

Initial: *JMB*

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
 FCRA § 615(h); 16 CFR § 1681m(h);  
 12 CFR §§ 222.70-75; 16 CFR §§ 640.1-640.6  
 RMCSDQ.MSC 11/13/11

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**RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE**

Loan Number: [REDACTED]

Date: JUNE 12, 2012

Borrower: NANCY L BENNETT

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

LEVERAGE FINANCIAL DBA LF LOANS  
**YOUR CREDIT SCORE AND THE PRICE YOU PAY FOR CREDIT**

Your Credit Score	
Your credit score	802 Source: Equifax Date: 04/18/2012

Understanding Your Credit Score																			
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.																		
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.																		
The range of scores	Scores range from a low of 300 to a high of 850. Generally, the higher your score, the more likely you are to be offered better credit terms.																		
How your score compares to the scores of other consumers	<table border="1"> <caption>Equifax® Classic FICO® % of Consumers with Scores in a Particular Range</caption> <thead> <tr> <th>Score Range</th> <th>% of Consumers</th> </tr> </thead> <tbody> <tr> <td>334-499</td> <td>7%</td> </tr> <tr> <td>500-549</td> <td>9%</td> </tr> <tr> <td>550-599</td> <td>9%</td> </tr> <tr> <td>600-649</td> <td>9%</td> </tr> <tr> <td>650-699</td> <td>13%</td> </tr> <tr> <td>700-749</td> <td>18%</td> </tr> <tr> <td>750-799</td> <td>19%</td> </tr> <tr> <td>800-850</td> <td>16%</td> </tr> </tbody> </table>	Score Range	% of Consumers	334-499	7%	500-549	9%	550-599	9%	600-649	9%	650-699	13%	700-749	18%	750-799	19%	800-850	16%
Score Range	% of Consumers																		
334-499	7%																		
500-549	9%																		
550-599	9%																		
600-649	9%																		
650-699	13%																		
700-749	18%																		
750-799	19%																		
800-850	16%																		
Key factors that adversely affect your credit score	TIME SINCE MOST RECENT ACCOUNT OPENING IS TOO SHORT TOO MANY INQUIRIES LAST 12 MONTHS TOO MANY ACCOUNTS WITH BALANCES LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED																		

Initial: *NLB*

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
 FCRA § 615(h); 15 USC § 1681m(d)  
 12 CFR §§ 222.70-75; 15 CFR §§ 901.1-640.6  
 RMCSDEQ.MSC 12/28/11

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Checking Your Credit Report	
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How can you obtain a copy of your credit report?	<p>Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report:</p> <p><i>By telephone:</i> Call toll-free: 1-877-322-8228</p> <p><i>On the web:</i> Visit <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a></p> <p><i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <a href="http://www.ftc.gov/bcp/online/include/requestformfinal.pdf">http://www.ftc.gov/bcp/online/include/requestformfinal.pdf</a>) to:</p> <p>Annual Credit Report Request Service P.O. box 105281 Atlanta, GA 30348-5281</p>
How can you get more information?	<p>For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's web site at <a href="http://www.federalreserve.gov">www.federalreserve.gov</a>, or the Federal Trade Commission's web site at <a href="http://www.ftc.gov">www.ftc.gov</a>.</p>

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Initial: 

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
 FCRA § 615(h); 15 USC § 1681m(h);  
 12 CFR §§ 222.70-75; 12 CFR §§ 640.1-640.6  
 RMCSDEQ.MSC 12/28/11

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**RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE**

Loan Number: [REDACTED]

Date: JUNE 12, 2012

Borrower: JOHN M BENNETT

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

**LEVERAGE FINANCIAL DBA LF LOANS  
YOUR CREDIT SCORE AND THE PRICE YOU PAY FOR CREDIT**

Your Credit Score	
Your credit score	809 Source: Experian Date: 04/18/2012

Understanding Your Credit Score															
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.														
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.														
The range of scores	Scores range from a low of 340 to a high of 820 Generally, the higher your score, the more likely you are to be offered better credit terms.														
How your score compares to the scores of other consumers	<table border="1"> <caption>Experian™ Classic FICO® % of Consumers with Scores in a Particular Range</caption> <thead> <tr> <th>Score Range</th> <th>% of Consumers</th> </tr> </thead> <tbody> <tr> <td>341-499</td> <td>5%</td> </tr> <tr> <td>500-649</td> <td>8%</td> </tr> <tr> <td>650-699</td> <td>9%</td> </tr> <tr> <td>700-749</td> <td>12%</td> </tr> <tr> <td>750-799</td> <td>17%</td> </tr> <tr> <td>800-820</td> <td>21%</td> </tr> </tbody> </table> <p>© 2010 Fair Isaac Corporation, All Rights Reserved Risk Score Classic 118-0410</p>	Score Range	% of Consumers	341-499	5%	500-649	8%	650-699	9%	700-749	12%	750-799	17%	800-820	21%
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500-649	8%														
650-699	9%														
700-749	12%														
750-799	17%														
800-820	21%														
Key factors that adversely affected your credit score	LENGTH OF TIME REVOLVING ACCOUNTS HAVE BEEN ESTABLISHED TOO MANY INQUIRIES LAST 12 MONTHS AMOUNT OWED ON ACCOUNTS IS TOO HIGH														

Initial: *JMB*

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
FCRA § 615(h); 15 CFR § 1681(m);  
12 CFR §§ 222.70-75; 16 CFR §§ 640.1-640.6  
RMCSDEX.MSC 01/11/12



Checking Your Credit Report	
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How can you obtain a copy of your credit report?	<p>Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report:</p> <p><i>By telephone:</i> Call toll-free: 1-877-322-8228</p> <p><i>On the web:</i> Visit <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a></p> <p><i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <a href="http://www.ftc.gov/bcp/online/include/requestformfinal.pdf">http://www.ftc.gov/bcp/online/include/requestformfinal.pdf</a>) to:</p> <p>Annual Credit Report Request Service P.O. box 105281 Atlanta, GA 30348-5281</p>
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If you have questions concerning the terms of the loan, contact the lender.

Initial: *JMB*

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
 FCRA § 615(h); 15 USC § 1601a(d)(3);  
 12 CFR §§ 222.70-75; 16 CFR § 640.1-640.6 Page 2  
 RMCSDEX.MSC 01/05/12

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**RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE**

Loan Number: [REDACTED]  
 Date: JUNE 12, 2012  
 Borrower: NANCY L BENNETT

Property Address: 2362 S E 19 CT  
 HOMESTEAD, FLORIDA 33035

LEVERAGE FINANCIAL DBA LF LOANS  
**YOUR CREDIT SCORE AND THE PRICE YOU PAY FOR CREDIT**

Your Credit Score	
Your credit score	798 Source: Experian Date: 04/18/2012

**Understanding Your Credit Score**

What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.																		
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.																		
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650-699	12%																		
700-749	17%																		
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800-850	18%																		
Key factors that adversely affected your credit score	PROPORTION OF BALANCE TO HIGH CREDIT ON BANK REVOLVING OR ALL REVOLVING ACCOUNTS TOO MANY INQUIRIES LAST 12 MONTHS TOO MANY CONSUMER FINANCE COMPANY ACCOUNTS TOO MANY ACCOUNTS RECENTLY OPENED																		

Initial:     

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
 FCRA § 615(h); 15 USC § 1681m(h);  
 12 CFR §§ 222.70-75; 16 C.F.R. §§ 640.1-640.6  
 RMCSDEX.MSC 01/05/12



Checking Your Credit Report	
What if there are mistakes in your credit report?	You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.  It is a good idea to check your credit report to make sure the information it contains is accurate.
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If you have questions concerning the terms of the loan, contact the lender.

Initial: 

RESIDENTIAL MORTGAGE LENDING CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
 FCRA § 615(h); 15 USC § 1601m  
 12 CFR §§ 222.70-75; 16 CFR § 601.640.6  
 RMCSDEX.MSC 01/05/12

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**RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE**

Loan Number: 100801400000012071

Date: JUNE 12, 2012

Borrower: JOHN M BENNETT

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

LEVERAGE FINANCIAL DBA LF LOANS  
**YOUR CREDIT SCORE AND THE PRICE YOU PAY FOR CREDIT**

Your Credit Score	
Your credit score	808 Source: Trans Union Date: 04/18/2012

**Understanding Your Credit Score**

What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.
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How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.
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The range of scores	Scores range from a low of 300 to a high of 850 Generally, the higher your score, the more likely you are to be offered better credit terms.
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How your score compares to the scores of other consumers	<p align="center">© 2010 Fair Isaac Corporation, All Rights Reserved Fusk Score Classic 08-0410</p>
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Key factors that adversely affected your credit score	TOO MANY INQUIRIES LAST 12 MONTHS LENGTH OF TIME ACCOUNTS HAVE BEEN ESTABLISHED LENGTH OF TIME REVOLVING ACCOUNTS HAVE BEEN ESTABLISHED INQUIRIES IMPACTED THE CREDIT SCORE
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Initial: *JMB*

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
FCRA § 615(h); 15 USC § 1601n(h);  
12 CFR §§ 222.70-75; 16 CFR §§ 640.1-640.6 Page 1  
RMCSDTU.MSC 01/05/12

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Checking Your Credit Report	
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Initial: *JMS*

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
 FCRA § 615(h); 15 USC § 1681f-2  
 12 CFR §§ 222.70-75; 16 CFR § 70.1-640.6  
 RMCSDTU.MSC 01/05/12



**RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE**

Loan Number: XXXXXXXXXX  
 Date: JUNE 12, 2012  
 Borrower: NANCY L BENNETT

Property Address: 2362 S E 19 CT  
 HOMESTEAD, FLORIDA 33035

LEVERAGE FINANCIAL DBA LF LOANS  
**YOUR CREDIT SCORE AND THE PRICE YOU PAY FOR CREDIT**

Your Credit Score	
Your credit score	741 Source: Trans Union Date: 04/18/2012

Understanding Your Credit Score																			
What you should know about credit scores	Your credit score is a number that reflects the information in your credit report. Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors. Your credit score can change, depending on how your credit history changes.																		
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Key factors that adversely affected your credit score	SERIOUS DELINQUENCY TOO MANY INQUIRIES LAST 12 MONTHS INQUIRIES IMPACTED THE CREDIT SCORE																		

Initial: WB

RESIDENTIAL MORTGAGE CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
 FCRA § 615(h); 15 USC § 1681(i);  
 12 CFR §§ 222.70-75; 16 CFR § 401.10  
 RMCSDTU.MSC 01/05/12



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Checking Your Credit Report	
What if there are mistakes in your credit report?	<p>You have a right to dispute any inaccurate information in your credit report. If you find mistakes on your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
How can you obtain a copy of your credit report?	<p>Under federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report:</p> <p><i>By telephone:</i> Call toll-free: 1-877-322-8228</p> <p><i>On the web:</i> Visit <a href="http://www.annualcreditreport.com">www.annualcreditreport.com</a></p> <p><i>By mail:</i> Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's web site at <a href="http://www.ftc.gov/bcp/online/include/requestformfinal.pdf">http://www.ftc.gov/bcp/online/include/requestformfinal.pdf</a>) to:</p> <p>Annual Credit Report Request Service P.O. box 105281 Atlanta, GA 30348-5281</p>
How can you get more information?	<p>For more information about credit reports and your rights under federal law, visit the Federal Reserve Board's web site at <a href="http://www.federalreserve.gov">www.federalreserve.gov</a>, or the Federal Trade Commission's web site at <a href="http://www.ftc.gov">www.ftc.gov</a>.</p>

### NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a consumer reporting agency distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information that a consumer reporting agency or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the consumer reporting agency at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The consumer reporting agency plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

Initial: 

RESIDENTIAL MORTGAGE  
FCRA § 615(h); 15 USC § 1601  
12 CFR §§ 222.70-75; 16 CFR  
RMCSDTU.MSC 01/05/12

CREDIT SCORE DISCLOSURE EXCEPTION NOTICE  
1601  
§ 640.1-0-0.5 Page 2

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# SIGNATURE AFFIDAVIT AND AKA STATEMENT

## SIGNATURE AFFIDAVIT

I, JOHN M BENNETT  
certify that this is my true and correct signature:

JOHN M BENNETT  
Borrower

*John M Bennett*  
Sample Signature

## AKA STATEMENT

I, JOHN M BENNETT  
further certify that I am also known as:

MIKE BENNETT 306548962  
Name Variation (Print)

*John M Bennett*  
Sample Signature (Variation)

BENNETT, MIKE, M  
Name Variation (Print)

*John M Bennett*  
Sample Signature (Variation)

MIKE BENNETT  
Name Variation (Print)

*John M Bennett*  
Sample Signature (Variation)

\_\_\_\_\_  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

\_\_\_\_\_  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

State of FLORIDA

County of MIAMI DADE

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, by

JOHN M BENNETT

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature \_\_\_\_\_



Loan Number: [REDACTED]

# SIGNATURE AFFIDAVIT AND AKA STATEMENT

## SIGNATURE AFFIDAVIT

I, NANCY L BENNETT  
certify that this is my true and correct signature:

NANCY L BENNETT  
Borrower

*Nancy L Bennett*  
Sample Signature

## AKA STATEMENT

I, NANCY L BENNETT  
further certify that I am also known as:

NANCY L DAUGHERTY 298485275  
Name Variation (Print)

*Nancy L Bennett*  
Sample Signature (Variation)

NANCY L GREEN 298485275  
Name Variation (Print)

*Nancy L Bennett*  
Sample Signature (Variation)

DAUGHERTY, NANCY, L  
Name Variation (Print)

*Nancy L Bennett*  
Sample Signature (Variation)

GREEN, NANCY, L  
Name Variation (Print)

*Nancy L Bennett*  
Sample Signature (Variation)

NANCY LEE DAUGHERTY  
Name Variation (Print)

*Nancy L Bennett*  
Sample Signature (Variation)

NANCY L GREEN  
Name Variation (Print)

*Nancy L Bennett*  
Sample Signature (Variation)

\_\_\_\_\_  
Name Variation (Print)

\_\_\_\_\_  
Sample Signature (Variation)

State of FLORIDA

County of MIAMI DADE

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, by

NANCY L BENNETT

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(seal)

Signature \_\_\_\_\_



# CERTIFICATION ADDENDUM TO HUD-1 SETTLEMENT STATEMENT

Loan Number: [REDACTED]

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

John M Bennett  
JOHN M BENNETT Borrower \_\_\_\_\_ Seller

Nancy L Bennett  
NANCY L BENNETT Borrower \_\_\_\_\_ Seller

\_\_\_\_\_  
Borrower \_\_\_\_\_ Seller

\_\_\_\_\_  
Borrower \_\_\_\_\_ Seller

\_\_\_\_\_  
Borrower \_\_\_\_\_ Seller

\_\_\_\_\_  
Borrower \_\_\_\_\_ Seller

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with this statement.

CLL 6-12-12  
Settlement Agent Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.



Loan Number: [REDACTED]

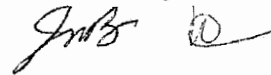
Date: JUNE 12, 2012

Property Address: 2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A.P.N. # :

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Loan Number: [REDACTED]

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 12th day of JUNE, 2012, 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 LEVERAGE FINANCIAL DBA LF LOANS, A FLORIDA LIMITED LIABILITY COMPANY (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2362 S E 19 CT, HOMESTEAD, FLORIDA 33035  
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

TOWNGATE NORTH  
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project 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, from 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.

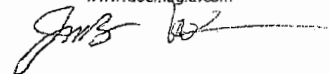
In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security 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, whether of the unit or of the common elements, 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 Condominium Project, 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 condominium 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.



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

  
\_\_\_\_\_  
JOHN M BENNETT (Seal)  
-Borrower

  
\_\_\_\_\_  
NANCY L BENNETT (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower



MIN: 10080140000012071

**NOTE**

Loan Number: 10080140000012071

JUNE 12, 2012  
[Date]

TAMPA  
[City]

FLORIDA  
[State]

2362 S E 19 CT, HOMESTEAD, FLORIDA 33035  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$232,900.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is LEVERAGE FINANCIAL DBA LF LOANS, A FLORIDA LIMITED LIABILITY COMPANY

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

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

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 3.875 %.

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 AUGUST 1, 2012. 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 JULY 1, 2042, 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 PO BOX 986, NEWARK, NEW JERSEY 07184-0986

or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$1,095.18

**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 charges shall be reduced by the amount necessary to reduce the charge to the permitted limit;

FLORIDA FIXED RATE NOTE--Single Family  
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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

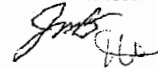
If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who 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.

John M Bennett (Seal)  
JOHN M BENNETT -Borrower

Nancy L Bennett (Seal)  
NANCY L BENNETT -Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

PAY TO THE ORDER OF:  
GIE FEDERAL CREDIT UNION WITHOUT RECOURSE

LEVERAGE FINANCIAL DEBIL LOANS, A FLORIDA LIMITED LIABILITY COMPANY

BY: JAMAL WILE

[Sign Original Only]

TITLE: MANAGING DIRECTOR

FLORIDA FIXED RATE NOTE--Single Family  
Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Form 3210 1/01

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This Instrument Prepared By:

After Recording Return To:

LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33614  
Loan Number: [REDACTED]

[Space Above This Line For Recording Data]

## MORTGAGE

MIN: 100801400000012071

### 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 JUNE 12, 2012, together with all Riders to this document.
- (B) "Borrower" is JOHN M BENNETT AND NANCY L BENNETT HUSBAND AND WIFE

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is LEVERAGE FINANCIAL DBA LF LOANS

Lender is a FLORIDA LIMITED LIABILITY COMPANY organized and existing under the laws of FLORIDA  
Lender's address is 1228 EAST 7TH AVE SUITE 200, TAMPA, FLORIDA 33605

(E) "Note" means the promissory note signed by Borrower and dated JUNE 12, 2012  
The Note states that Borrower owes Lender TWO HUNDRED THIRTY-TWO THOUSAND NINE HUNDRED AND 00/100 Dollars (U.S. \$ 232,900.00) plus interest.  
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than JULY 1, 2042

FLORIDA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT - MERS  
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(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."  
 (G) "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.  
 (H) "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]:

- |   |   |
|---|---|
| <input type="checkbox"/> Adjustable Rate Rider        | <input type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider                | <input type="checkbox"/> Biweekly Payment Rider         |
| <input type="checkbox"/> 1-4 Family Rider             | <input type="checkbox"/> Second Home Rider              |
| <input checked="" type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify]             |

(I) "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.

(J) "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.

(K) "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.

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

(M) "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.

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

(O) "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.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §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.

(Q) "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.

*JMB*



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**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 MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

COUNTY of MIAMI DADE :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

which currently has the address of

2362 S E 19 CT  
[Street]

HOMESTEAD, Florida 33035 ("Property Address"):  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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



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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and

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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. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground 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

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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.

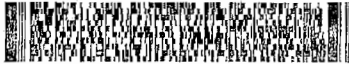
If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous 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.



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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.

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**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

*JMB*  
*SD*





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.

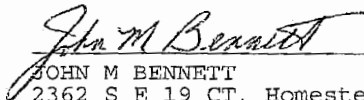
**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered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

  
\_\_\_\_\_  
JOHN M BENNETT (Seal)  
-Borrower  
2362 S E 19 CT, Homestead, FL  
33035

  
\_\_\_\_\_  
NANCY L BENNETT (Seal)  
-Borrower  
2362 S E 19 CT, Homestead, FL  
33035

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Witness:

Witness:

FLORIDA - Single Family - Freddie Mac/Freddie Mac UNIFORM INSTRUMENT - MERS  
Form 3010 1/0 Page 14 of 15

  
www.docmagic.com

33010.mzm.xml





[Space Below This Line For Acknowledgment]

STATE OF FLORIDA

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 12 day of June 2018

by JOHN M BENNETT AND NANCY L BENNETT

who is personally known to me or who has produced \_\_\_\_\_  
(Type of Identification)  
as identification.

Signature \_\_\_\_\_

Name of Notary \_\_\_\_\_

Title \_\_\_\_\_

Serial Number, if any \_\_\_\_\_

(Seal)



*JMB* *NLB*

LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

Loan Number: [REDACTED]

RE: Transfer/Sale of Loan

Dear Borrower:

We thank you for the recent opportunity of assisting you in securing your real estate loan and look forward to serving your needs again in the future.

As a regular practice, most loans are sold in the secondary marketplace. This, however is no reflection on you nor your property and has no effect on your mortgage payments. Usually when a loan is sold, the servicing of your loan is also transferred. Because your loan has been sold along with its servicing, all future payments beginning with your AUGUST 1, 2012 payment are to be sent to:

GTE FEDERAL CREDIT UNION  
P.O. BOX 986  
NEWARK, NEW JERSEY 07184

Your monthly payment amount has not changed and consists of:

Principal and Interest	<u>1,095.18</u>
MMI/PMI Monthly Premium	<u>63.30</u>
Reserve for Property Taxes	<u>55.40</u>
Hazard Insurance Reserve	<u>24.08</u>

Total Monthly Payment: 1,237.96

GTE FEDERAL CREDIT UNION  
payment information and/or coupons to you soon.

will forward

If a payment is in transit to us, we will forward your payment on to GTE FEDERAL CREDIT UNION immediately.

Should you have further questions, please call GTE FEDERAL CREDIT UNION  
Loan Servicing Dept. at (888) 871-2690 or the undersigned for assistance.

We thank you for your cooperation.

Yours Truly,

TRANSFER/SALE OF LOAN  
GBL.MSC 10/09/08

DocMagic eForms  
www.docmagic.com

M.msc.xml



110

**stewart title**



Laura Montejo  
Escrow Closer

7480 Bird Road  
Miami, FL 33155  
(305) 266-3011  
Fax 305-266-3036

Stewart.com  
NYSE: STC

**BORROWER AUTHORIZAION**

May 9, 2012

Seterus  
Fax #:877-649-0743

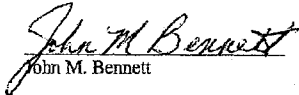
ATTN: AUTHORIZATION DEPARTMENT

I, John M. Bennett, authorize release of payoff information to Stewart Title Company in reference to below named loan and property address which is serviced by Seterus. .

- Loan Number: [REDACTED]
- Social Security #:
- Original Mortgagor: **John M. Bennett**

Property address & Legal: **2362 SE 19 Court, Homestead, Florida, 33035**

LOT 4, BLOCK 11, OF TOWNGATE NORTH, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 163, PAGE 66, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

  
John M. Bennett

To Whom It May Concern:

Subject: Inquiries

I heard about the HARP2 program in early March, 2012. I contacted my mortgage service provider and they only hold the paper for Fannie May and do not actually make mortgages. They recommended Qicken Loans which I contacted about a HARP2 and they started the process for a HARP. That takes care of the Qicken Loans inquiries. CitiBank holds the mortgage on our rental property in Largo, FL and we received an invitation from them to refinance at a lower rate. We were not underwater in this property and the refinance was completed in late April, 2012. Universal Credit Service notifies me whenever my credit reports are requested. The last inquiry was Advance Mortgage and I am currently dealing with them on my principal residence for a HARP2 loan.

  
John M. Bennett

949-813-6699



General Indemnity Company  
 National Flood Insurance Program  
 9800 Fredericksburg Road  
 San Antonio, Texas 78286-0489

Policy Number:  
 2205 59 42 0F

**PREFERRED RISK POLICY**

Renewal Flood Policy Declaration

Policy Period: 06/14/2011 to 06/14/2012 (12:01 a.m.)

Named Insured / Property Address

JOHN M BENNETT  
 2362 SE 19TH CT  
 HOMESTEAD, FL 33035

Additional Insured:

Premium Payor: Insured

**COVERAGE INFORMATION**

Coverage Type	Coverage Limit	Deductible	Premium
Building	\$ 125,000	\$ 1,000	\$ 269.00
Contents	\$ 50,000	\$ 1,000	\$
		Deductible Adjustment:	\$ 0.00
		Community Discount:	\$ 0.00
		Increased Cost of Compliance:	\$ 0.00
		Federal Policy Fee:	\$ 20.00
		Total Premium Paid:	\$ 289.00

**LOCATION INFORMATION**

Community Name: HOMESTEAD, CITY OF  
 Community Number: 12-0645 0365 J  
 Date of Construction or Substantial Improvement: 01/01/2006  
 Building Occupancy: Single Family  
 Property Description: Two floors without a basement, non elevated building

Current Flood Zone: X  
 Rating Flood Zone: X  
 PRP Extended Eligibility: No

**LENDER INFORMATION**

<b>First Mortgagee</b>	<b>Second Mortgagee</b>	
None	None	
Loan Number: None	Loan Number: None	
<b>Other Mortgagee</b>	<b>Loss Payee</b>	<b>Disaster Agency</b>
None	None	None
Loan Number: None	Loan Number: None	Loan Number: None

**THIS IS NOT A BILL**

SEE POLICY CONTRACT FOR SPECIFIC TERMS, CONDITIONS AND EXCLUSIONS

Contact USAA at 1-800-531-USAA ( ) between 7:30 a.m. and 6:00 p.m. CST Monday - Friday or 8:00 a.m. to 4:30 p.m. CST on Saturday





UNITED SERVICES AUTOMOBILE ASSOCIATION  
 9800 Fredericksburg Road - San Antonio, Texas 78288  
 RENEWAL DECLARATIONS PAGE

Named Insured and Residence Premises  
 JOHN MICHAEL BENNETT AND NANCY L BENNETT  
 2362 SE 19TH CT  
 HOMESTEAD, MIAMI-DADE, FL 33035-2063

Policy Number  
 USAA 02205 59 42 91A

POLICY PERIOD From: 05/16/11 To: 05/16/12  
 (12:01 A.M. standard time at location of the residence premises)

COVERAGES AND LIMITS OF LIABILITY	
SECTION I A. Dwelling	\$124,900
C. Personal Property	\$51,700
D. Loss of Use (UP TO 24 MONTHS)	\$20,680
SECTION II E. Personal Liability - Each Occurrence	\$500,000
F. Medical Payments to Others - Each Person	\$1,000
-----	
Your premium has already been reduced by the following:	
FIRE/BURGLARY CREDIT	\$5.02 CR
<b>BASIC PREMIUM \$1,724.18</b>	
OTHER COVERAGES AND ENDORSEMENTS	
Form and Endorsements are printed on the following page.	\$1,043.56 CR
DEDUCTIBLE(S) (SECTION I ONLY)	
We cover only that part of the loss over the deductible stated.	
HURRICANE	<b>NOT COVERED</b>
ALL OTHER PERILS \$2,000	DEDUCTIBLE CREDIT \$95.44
<b>FL SURCHARGES ARE PRINTED ON THE FOLLOWING PAGE.</b>	
	\$22.31
<b>TOTAL POLICY PREMIUM INCLUDING SURCHARGES \$607.49</b>	
PREMIUM SUMMARY	
NON-HURRICANE PREMIUM	\$585.18
HURRICANE PREMIUM	NO COVERAGE
OTHER FL SURCHARGES	\$22.31
<b>TOTAL POLICY PREMIUM INCLUDING SURCHARGES</b>	<b>\$607.49</b>
THIS IS NOT A BILL. STATEMENT TO FOLLOW.	

COUNTERSIGNED BY AGENT

In Witness Whereof, this policy is signed on 03/17/11

*Laura Bishop*  
 Laura Bishop  
 President, USAA Reciprocal Attorney-in-Fact, Inc.

REFER TO YOUR POLICY FOR OTHER COVERAGES, LIMITS AND EXCLUSIONS.  
 ATTACH THIS DECLARATION TO PREVIOUS POLICY

HOFL-D1 (01-06)

**HOMEOWNERS POLICY PACKET CONTINUED**

**YOU MAY HAVE UNCOVERED LOSSES. PLEASE  
DISCUSS THESE COVERAGES WITH YOUR  
INSURANCE AGENT.**

- 5) Your attached policy includes a charge for the Florida Hurricane Catastrophe Fund (FHCF) Emergency Assessment, which provides funds to pay FHCF obligations resulting from the previous hurricane seasons. The FHCF charges are reflected on your Declarations page.
  
- 6) With this renewal, your premium has increased. The increase is due to changes you recently made to your policy or factors we consider when determining premiums. Factors could include our decision to increase premiums for your state or individual risk characteristics. You'll see your new premium on your policy's Declarations page. Please call the number below if you have questions or if you'd like an insurance review to make sure your coverage and deductibles meet your needs.
  
- 7) Your policy does NOT cover loss due to flood from any source. For information about obtaining flood coverage from the National Flood Insurance Program (NFIP), call USAA at (800) 531-8722, or contact the NFIP directly.  
  
If you already have a flood policy, you should review it to make sure you have the appropriate coverage and limits. No automatic increases or adjustments are applied to your policy. Coverage for loss of household contents due to flood may be available at an additional cost. If you have questions, please call a member service representative at the phone number above.
  
- 8) New Florida law allows you to remove or reduce certain coverages in your policy. Please review the enclosed "How Florida House Bill 1A affects you" (form FLHB1A) for details.
  
- 9) Your policy premium has increased by \$25.20. Of this amount, \$22.74 is due to a rate increase, and \$2.46 is due to other changes initiated by you or us.
  
- 10) We increased your deductible for Sinkhole Loss Coverage to 10%. With this deductible, your out-of-pocket expense will be greater in the event of a claim. Read "Sinkhole Coverage" (form FLSNKREJ) in your packet for sinkhole coverage options.
  
- 11) Claims involving damage to your unit should be submitted to both USAA and the Condominium Association's or Cooperative's Master insurance company, so that the primary policy can be determined. Your USAA policy provides excess coverage to the Master Policy.

HOCS2

52665-0106

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## HOMEOWNERS POLICY PACKET

EFFECTIVE: 05-16-11 TO: 05-16-12

JOHN MICHAEL BENNETT  
MSG USA  
2362 SE 19TH CT  
HOMESTEAD FL 33035-2063

USAA 02205 59 42 91A

### IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

- 1) You are paying more for your policy due to an emergency assessment from Florida Citizens. FL Citizens is the state-run insurer that provides insurance to individuals who are unable to secure coverage through other insurance carriers. These properties are often in high-risk or coastal areas. This emergency assessment is necessary to enable FL Citizens to pay the claims they received from past hurricane seasons. Your emergency assessment charge is displayed on your Declarations page.
- 2) USAA considers many factors when determining your premium. Maintaining your property to reduce the probability of loss is one of the most important steps you can take toward reducing premium increases. A history of claim activity will affect your policy premium.
- 3) Your Homeowners Policy excludes coverage for windstorm, hurricane and hail. Coverage is available through the Citizens Property Insurance Corporation (Citizens). If you do not currently have a Citizens Policy, and are interested in obtaining one, call us at 1-800-531-USAA (██████).

**4) IN RESPONSE TO FLORIDA LEGISLATION SB1486,  
LAW AND ORDINANCE COVERAGE IS AN IMPORTANT  
COVERAGE THAT YOU MAY WISH TO PURCHASE.  
YOU MAY ALSO NEED TO CONSIDER THE PURCHASE  
OF FLOOD INSURANCE FROM THE NATIONAL FLOOD  
INSURANCE PROGRAM. WITHOUT THIS COVERAGE,**

(CONTINUED ON NEXT PAGE)

This is not a bill. Any premium charge or return for this policy will be reflected on your next regular monthly statement.

To receive this document and others electronically or view your policy summary online, go to [usaa.com](http://usaa.com).

For U.S. Calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

HOCSI

49709-0406

**Account Information**

Statement Date: 04/03/12  
 Property Address: 823 15TH AVE NW  
 LARGO FL 33770-1035

CitiMortgage



ACCOUNT NUMBER: [REDACTED]

Type of Mortgage: FIXED RATE LOAN  
 Principal Balance: \$85,487.09  
 Interest Rate: 6.62500%  
 Escrow Balance: \$512.96  
 Interest Year to Date: \$1,457.02  
 Taxes Paid Year to Date: \$0.00

Customer service 1-800-283-7916\*  
 Please reference your account number 2003542487 when calling.  
 \*Calls are randomly monitored and recorded to ensure quality service.

00268996 BB 10Z 094 SIS0071D AM1 12 094

00268996  
 NANCY L BENNETT  
 JOHN BENNETT  
 2362 SE 19TH CT  
 HOMESTEAD FL 33035-2063

1-800-283-7916  
 00268996BB

**Account Activity**

	PAYMENTS RECEIVED	CURRENT PAYMENT DUE
Date	04/02/12	05/01/12
Principal	\$126.32	\$127.02
Interest	\$362.24	\$361.54
Escrow	\$202.32	\$202.32
<b>Total Amount</b>	<b>\$690.88</b>	<b>\$690.88</b>

On 03/20/12, \$1,548.00 was paid for Hazard insurance.

Visit us at [www.citimortgage.com](http://www.citimortgage.com)

**Monthly Highlights**

**Save on repairs or even replacement when home systems and appliances break down**  
 A Home Protection Plan from American Home Shield® can be an economical safeguard every homeowner could use. Call AHS today at 1-877-429-9531 for complete plan details including cost, coverage, exclusions and limitations. Plans not available in all states.

When you're ready to refinance your mortgage, come directly to Citi for a low rate and easy application process. It's an excellent time to get a new mortgage. Citi offers great rates and a variety of mortgage products to choose from. Call Citi today at 1-888-925-4135\* and mention offer code 25045-5.

**Detach and return the bottom portion with payment.**

Account Number: 2003542487-6

NANCY L BENNETT

Please designate how you want us to apply any additional funds. Undesignated funds first pay outstanding late charges and fees, then principal. Once paid, additional funds cannot be returned.

Please check box to indicate mailing address/phone number changes and enter on reverse side.

Include account number on check and make payable to:



CITIMORTGAGE, INC.  
 PO BOX 689196  
 DES MOINES IA 50368-9196

	Due Date:	Total Principal Due:
	05/01/12	\$690.88
Additional Principal:	\$	
Additional Escrow:	\$	
If payment received after: 05/16/12 Add late charge of: \$24.42	\$	
Additional Monthly Payment:	\$	
<b>Total Amount Enclosed</b>	<b>\$</b>	

Please do not send cash. Please allow 7 to 10 days for postal delivery.

This is not a bill. Please disregard the coupon unless you are making additional principal, escrow, repaying tax and/or insurance paid on non-escrow accounts or fee payments.

AUTOMATIC PAYMENT WITHDRAWAL PLAN - PLEASE DO NOT MAIL A PAYMENT

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CITIMORTGAGE, INC.  
 PO BOX 6243  
 SIOUX FALLS SD 57117-6243

**IMPORTANT TAX RETURN  
 INFORMATION BELOW**



YNN-NNNN-NNNN-NNNN  
 2561603016196002

NANCY L BENNETT  
 JOHN BENNETT  
 2362 SE 19TH CT  
 HOMESTEAD FL 33035-2063

CitiMortgage, Inc.  
 For information Call: 1-800-283-7918 \*\*  
 Customer Service Hours:  
 Monday - Friday 7:00 AM - 12:00 Midnight ET  
 Saturday - 8:00 AM - 7:00 PM ET  
 Sunday - 12:00 PM - 11:00 PM ET  
 Or visit our Website at www.citimortgage.com

Account Number: [REDACTED]

Property Address:  
 823 15TH AVE NW  
 LARGO FL 33770-1035

CORRECTED (if checked)

RECIPIENT'S/LENDER'S name, address, and telephone number CITIMORTGAGE, INC. PO BOX 6243 SIOUX FALLS SD 57117-6243  CUSTOMER SERVICE: 1-800-[REDACTED]**		OMB No. 1545-0901  <b>2011</b>  Form 1098	<b>Mortgage                  Interest                  Statement</b>  <b>Copy B                  For Payer/Borrower</b> The information in boxes 1, 2, 3, and 4 is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if the IRS determines that an underpayment of tax results because you overstated a deduction for this mortgage interest or for these points or because you did not report this refund of interest on your return.
RECIPIENT'S federal identification no. 13-3222578	PAYER'S social security number [REDACTED]	1 Mortgage interest received from payer(s)/borrower(s)* \$ 4,471.52	
PAYER'S/BORROWER'S name NANCY L BENNETT JOHN BENNETT  Street address (including apt. no.) 2362 SE 19TH CT City, State and ZIP code HOMESTEAD, FL 33035-2063		2 Points paid on purchase of principal residence \$	
Account number (see instructions) [REDACTED]		3 Refund of overpaid interest \$	
		4 Mortgage insurance premiums \$	

Form 1098

(keep for your records)

Department of the Treasury - Internal Revenue Service

CMF-1098-012

**Annual Tax and Interest Statement**

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

PRINCIPAL BALANCE INFORMATION		INTEREST INFORMATION		REAL ESTATE TAX INFORMATION	
ENDING	\$66,341.64	GROSS INTEREST APPLIED	\$4,471.52	REAL ESTATE TAXES PAID	\$973.80
		NET INTEREST PAID(SEE BOX 1)	\$4,471.52		

**IMPORTANT MESSAGES**

This 2011 Form 1098 contains information that will be reported to the Internal Revenue Service. Principal Balance and Real Estate Tax amounts are for informational purposes only. Refer to the back of this statement for other important messages and instructions. Please consult with your tax advisor or the Internal Revenue Service for any tax related questions.



General indemnity Company  
 National Flood Insurance Program  
 9800 Fredericksburg Road  
 San Antonio, Texas 78288-0489

Policy Number:  
 2205 59 42 0F

**PREFERRED RISK POLICY**

Renewal Flood Policy Declaration

Policy Period: 06/14/2011 to 06/14/2012 (12:01 a.m.)

Named Insured / Property Address

JOHN M BENNETT  
 2362 SE 19TH CT  
 HOMESTEAD, FL 33035

Additional Insured:

Premium Payor: Insured

**COVERAGE INFORMATION**

Coverage Type	Coverage Limit	Deductible	Premium
Building	\$ 125,000	\$ 1,000	\$ 269.00
Contents	\$ 50,000	\$ 1,000	\$
		Deductible Adjustment:	\$ 0.00
		Community Discount:	\$ 0.00
		Increased Cost of Compliance:	\$ 0.00
		Federal Policy Fee:	\$ 20.00
		Total Premium Paid:	\$ 289.00

**LOCATION INFORMATION**

Community Name: HOMESTEAD, CITY OF	Current Flood Zone: X
Community Number: 12-0645 0365 J	Rating Flood Zone: X
Date of Construction or Substantial Improvement: 01/01/2006	PRP Extended Eligibility: No
Building Occupancy: Single Family	
Property Description: Two floors without a basement, non elevated building	

**LENDER INFORMATION**

<b>First Mortgagee</b>	<b>Second Mortgagee</b>	
None	None	
Loan Number: None	Loan Number: None	
<b>Other Mortgagee</b>	<b>Loss Payee</b>	<b>Disaster Agency</b>
None	None	None
Loan Number: None	Loan Number: None	Loan Number: None

**THIS IS NOT A BILL**

SEE POLICY CONTRACT FOR SPECIFIC TERMS, CONDITIONS AND EXCLUSIONS

Contact USAA at 1-800-531-USAA ( ) between 7:30 a.m. and 6:00 p.m. CST Monday - Friday or 8:00 a.m. to 4:30 p.m. CST on Saturday



## HOMEOWNERS POLICY PACKET

EFFECTIVE: 05-16-11 TO: 05-16-12

JOHN MICHAEL BENNETT  
MSG USA  
2362 SE 19TH CT  
HOMESTEAD FL 33035-2063

USAA 02205 59 42 91A

### IMPORTANT MESSAGES

Refer to your Declarations Page and endorsements to verify that coverages, limits, deductibles and other policy details are correct and meet your insurance needs. Required information forms are also enclosed for your review.

- 1) You are paying more for your policy due to an emergency assessment from Florida Citizens. FL Citizens is the state-run insurer that provides insurance to individuals who are unable to secure coverage through other insurance carriers. These properties are often in high-risk or coastal areas. This emergency assessment is necessary to enable FL Citizens to pay the claims they received from past hurricane seasons. Your emergency assessment charge is displayed on your Declarations page.
- 2) USAA considers many factors when determining your premium. Maintaining your property to reduce the probability of loss is one of the most important steps you can take toward reducing premium increases. A history of claim activity will affect your policy premium.
- 3) Your Homeowners Policy excludes coverage for windstorm, hurricane and hail. Coverage is available through the Citizens Property Insurance Corporation (Citizens). If you do not currently have a Citizens Policy, and are interested in obtaining one, call us at 1-800-531-USAA (■■■■).
- 4) IN RESPONSE TO FLORIDA LEGISLATION SB1486,  
LAW AND ORDINANCE COVERAGE IS AN IMPORTANT  
COVERAGE THAT YOU MAY WISH TO PURCHASE.  
YOU MAY ALSO NEED TO CONSIDER THE PURCHASE  
OF FLOOD INSURANCE FROM THE NATIONAL FLOOD  
INSURANCE PROGRAM. WITHOUT THIS COVERAGE,**

(CONTINUED ON NEXT PAGE)

This is not a bill. Any premium charge or return for this policy will be reflected on your next regular monthly statement.

To receive this document and others electronically or view your policy summary online, go to [usaa.com](http://usaa.com).

For U.S. Calls: Policy Service (800) 531-8111. Claims (800) 531-8222.

HOCSI

49709-0406

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**HOMEOWNERS POLICY PACKET CONTINUED****YOU MAY HAVE UNCOVERED LOSSES. PLEASE  
DISCUSS THESE COVERAGES WITH YOUR  
INSURANCE AGENT.**

- 5) Your attached policy includes a charge for the Florida Hurricane Catastrophe Fund (FHCF) Emergency Assessment, which provides funds to pay FHCF obligations resulting from the previous hurricane seasons. The FHCF charges are reflected on your Declarations page.
- 6) With this renewal, your premium has increased. The increase is due to changes you recently made to your policy or factors we consider when determining premiums. Factors could include our decision to increase premiums for your state or individual risk characteristics. You'll see your new premium on your policy's Declarations page. Please call the number below if you have questions or if you'd like an insurance review to make sure your coverage and deductibles meet your needs.
- 7) Your policy does NOT cover loss due to flood from any source. For information about obtaining flood coverage from the National Flood Insurance Program (NFIP), call USAA at (800) 531-8722, or contact the NFIP directly.
- If you already have a flood policy, you should review it to make sure you have the appropriate coverage and limits. No automatic increases or adjustments are applied to your policy. Coverage for loss of household contents due to flood may be available at an additional cost. If you have questions, please call a member service representative at the phone number above.
- 8) New Florida law allows you to remove or reduce certain coverages in your policy. Please review the enclosed "How Florida House Bill 1A affects you" (form FLHB1A) for details.
- 9) Your policy premium has increased by \$25.20. Of this amount, \$22.74 is due to a rate increase, and \$2.46 is due to other changes initiated by you or us.
- 10) We increased your deductible for Sinkhole Loss Coverage to 10%. With this deductible, your out-of-pocket expense will be greater in the event of a claim. Read "Sinkhole Coverage" (form FLSNKREJ) in your packet for sinkhole coverage options.
- 11) Claims involving damage to your unit should be submitted to both USAA and the Condominium Association's or Cooperative's Master insurance company, so that the primary policy can be determined. Your USAA policy provides excess coverage to the Master Policy.





UNITED SERVICES AUTOMOBILE ASSOCIATION  
 9800 Fredericksburg Road - San Antonio, Texas 78288  
 RENEWAL DECLARATIONS PAGE

MAIL-GENR-I

Named Insured and Residence Premises  
 JOHN MICHAEL BENNETT AND NANCY L BENNETT

Policy Number  
 USAA 02205 59 42 91A

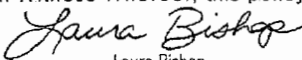
2362 SE 19TH CT  
 HOMESTEAD, MIAMI-DADE, FL 33035-2063

POLICY PERIOD From: 05/16/11 To: 05/16/12  
 (12:01 A.M. standard time at location of the residence premises)

COVERAGES AND LIMITS OF LIABILITY	
SECTION I	A. Dwelling \$124,900
	C. Personal Property \$51,700
	D. Loss of Use (UP TO 24 MONTHS) \$20,680
SECTION II	E. Personal Liability - Each Occurrence \$500,000
	F. Medical Payments to Others - Each Person \$1,000
Your premium has already been reduced by the following:	
	FIRE/BURGLARY CREDIT \$5.02 CR
<b>BASIC PREMIUM \$1,724.18</b>	
OTHER COVERAGES AND ENDORSEMENTS	
Form and Endorsements are printed on the following page. \$1,043.56 CR	
DEDUCTIBLE(S) (SECTION I ONLY)	
We cover only that part of the loss over the deductible stated.	
HURRICANE	<b>NOT COVERED</b>
ALL OTHER PERILS \$2,000	DEDUCTIBLE CREDIT \$95.44
<b>FL SURCHARGES ARE PRINTED ON THE FOLLOWING PAGE. \$22.31</b>	
<b>TOTAL POLICY PREMIUM INCLUDING SURCHARGES \$607.49</b>	
PREMIUM SUMMARY	
NON-HURRICANE PREMIUM	\$585.18
HURRICANE PREMIUM	NO COVERAGE
OTHER FL SURCHARGES	\$22.31
<b>TOTAL POLICY PREMIUM INCLUDING SURCHARGES</b>	<b>\$607.49</b>
THIS IS NOT A BILL. STATEMENT TO FOLLOW.	

COUNTERSIGNED BY AGENT

In Witness Whereof, this policy is signed on 03/17/11

  
 Laura Bishop  
 President, USAA Reciprocal Attorney-in-Fact, Inc.

REFER TO YOUR POLICY FOR OTHER COVERAGES, LIMITS AND EXCLUSIONS.  
 ATTACH THIS DECLARATION TO PREVIOUS POLICY

HOFL-D1 (01-06)



UNITED SERVICES AUTOMOBILE ASSOCIATION  
RENEWAL DECLARATIONS PAGE

	<b>Policy Number</b>	<b>Policy Term:</b>	05/16/11	05/16/12
USAA	02205 59 42 91A	<b>Inception</b>		<b>Expiration</b>

SPECIFICALLY LISTED BELOW ARE THE DECLARATIONS AND PREMIUMS FOR ENDORSEMENTS MADE A PART OF THIS POLICY AT THE TIME OF ISSUE. THE ENDORSEMENTS ARE ATTACHED STATING TERMS AND CONDITIONS.

IN FORCE QR6	(04-93) QUICK REFERENCE-UNIT-OWNERS		
IN FORCE HO-6R	(04-93) UNIT-OWNERS FORM		
IN FORCE ESA	(02-05) SPOUSE ACCESS ENDORSEMENT		
IN FORCE HO-ASA	(05-09) AMENDMENT TO SUBSCRIBERS ACCOUNT		
IN FORCE HO-FL	(11-08) FLORIDA SPECIAL PROVISIONS		
IN FORCE HO-FLDA	(01-07) HOME FLOOD AMENDATORY ENDR		
IN FORCE HO-IDF	(07-01) IDENTITY AND FINANCIAL FRAUD COVERAGE		
IN FORCE HO-FL-CA	(11-08) FLORIDA CONDOMINIUM SPECIAL PROVISIONS		
IN FORCE HO-MLDRFL	(10-03) LIMITED FUNGI COVERAGE		
IN FORCE HO-18	(04-93) ADJUSTED CONTENTS ENDORSEMENT		
IN FORCE HO-19	(07-00) ADJUSTED BUILDING COST ENDORSEMENT		
IN FORCE HO-99FLC	(06-07) SINKHOLE LOSS COVERAGE		
ADD HO-216	(04-93) FIRE/BURGLARY PROTECTION CREDIT		
IN FORCE HO-208	(07-07) WATER BACKUP OR SUMP PUMP OVERFLOW		\$40.00
IN FORCE HO-32	(04-93) UNIT-OWNERS SPECIAL COVERAGE A		\$264.84
IN FORCE HO-728FL	(05-05) REPLACEMENT COST COVERAGE		\$37.67
ADD HO-94	(01-01) WINDSTORM OR HAIL EXCLUSION		\$1,386.07 CR

SPECIFICALLY LISTED BELOW ARE SURCHARGES.

EMERGENCY MANAGEMENT FUND	\$2.00	
FL HURRICANE CATASTROPHE EMERGENCY ASSESSMENT		\$7.60
CITIZENS EMERGENCY ASSESSMENT	\$8.20	
FL INSURANCE GUARANTY ASSOCIATION RECOUPMENT		\$4.51

HO-D2 (04-93)

03/17/11

HO-94 (01-01)

**WINDSTORM OR HAIL EXCLUSION**

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss.

1. Loss or damage caused by windstorm or hail or **windstorm** during a **hurricane** or **tropical storm**.
2. Loss or damage caused by rain, snow, sleet, sand or dust driven by a **hurricane** or **tropical storm** to the interior portion of a covered building or structure.
3. Loss or damage to personal property located in the inside of a building or structure, caused by wind driven rain, snow, sleet, sand or dust, when the direct force of **hurricane** or **tropical storm** damages the exterior of the building or structure causing an opening through which the wind driven rain, snow, sleet, sand or dust entered.
4. Loss or damage caused by wind driven rain, snow, sleet, sand or dust to the interior portion of a covered building or structure, when there is damage caused by windstorm or hail to the exterior of the building or structure, causing an opening through which the wind driven rain, snow, sleet, sand or dust entered.
5. Loss or damage to personal property located in the inside of a building or structure caused by wind driven rain, snow, sleet, sand or dust, when the direct force of windstorm or hail damages the exterior of the building or structure, causing an opening through which the wind driven rain, snow, sleet, sand or dust entered.

Direct loss by fire or explosion resulting from windstorm or hail including **windstorm** during a **hurricane** or **tropical storm** is covered.

**DEFINITIONS**

1. A **hurricane** means a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service:
  - a. It begins at the time a hurricane watch or warning is issued for or any part of Florida by the National Hurricane Center of the National Weather Service;
  - b. Continuing for the time period during which the hurricane conditions exist anywhere in Florida; and
  - c. Ends 72 hours following the termination of the last hurricane watch or warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.
2. A **tropical storm** means a storm system that has been declared to be a tropical storm by the National Hurricane Center of the National Weather Service.
  - a. It begins at the time a tropical storm watch or warning is issued for or any part of Florida by the National Hurricane Center of the National Weather Service;
  - b. Continuing for the time period during which the tropical storm conditions exist anywhere in Florida; and
  - c. Ends 72 hours following the termination of the last tropical storm watch or warning issued for any part of Florida by the National Hurricane Center of the National Weather Service.
3. **Windstorm** means wind, wind gusts, hail, rain, tornadoes, or cyclones caused by or resulting from a **hurricane** or **tropical storm** which results in direct physical loss or damage to property. The National Weather Service published data shall be the source used to identify if such **windstorm** is caused by or results from a **hurricane** or **tropical storm**.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

Total Policy Credit \$1,386.07

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HO-94 (01-01)

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FIRE/BURGLARY PROTECTION CREDIT

HO-216 (04-93)

For a premium credit, we acknowledge the installation of an alarm system, smoke detector or automatic sprinkler system approved by us on the residence premises. You agree to maintain this system in working order and to notify us promptly of any change made to the system or if it is removed.

Except as specifically modified in this endorsement, all provisions of the policy to which this endorsement is attached also apply to this endorsement.

System	Type
FIRE/SMOKE	LOCAL

Total Policy Credit \$5.02

ALARM TYPES

Local: System sounds at the residence only.

Remote: System with a direct line to a police or fire system.

Central: System with a direct connection to a central, commercial location where the alarm is constantly monitored.

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HO-216 (04-93)

Page 1 of 1

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**HOW FLORIDA HOUSE BILL 1A (FL HB 1A) AFFECTS YOU**

Florida House Bill 1A (FL HB 1A) allows you to do the following:

- Remove certain coverage from your policy.

Explanations can be found below. Before you decide to remove coverage from your policy, we suggest you call us at 1-800-531-USAA ( ) to discuss it. USAA does not recommend that you remove these coverages.

**Windstorm and Hail Coverage**

You can remove coverage for windstorm, hail, hurricane and tropical storm from your USAA policy. USAA has elected to treat windstorm and hail as a combined peril. If you elect to exclude windstorm coverage, you will also be electing to exclude hail coverage.

If you elect to remove this coverage, Florida requires we send you a request form to submit a handwritten statement that reads:

"I do not want the insurance on my (home/condominium unit) to pay for damage from windstorms or hurricanes. I will pay those costs. My insurance will not."

The request form must be signed and dated by all named insureds listed on the policy. If you want us to send you a request form, call 1-800-531-USAA ( ). If your property is financed, you must also include a letter from your mortgage company giving its permission to remove the coverage from your policy. Once the letters are received, we'll process the change as requested. This coverage can only be added or removed within 30 days after policy issuance or when your policy renews.

**Contents Coverage**

You can remove coverage for your contents from your policy. This option is not available for condominium units.

If you elect to remove this coverage, Florida requires we send you a request form to submit a handwritten statement that reads:

"I do not want the insurance on my home to pay for the costs to repair or replace any contents that are damaged. I will pay those costs. My insurance will not."

The request form must be signed and dated by all named insureds listed on the policy. Once this letter is received, we'll process the change as requested. This coverage can only be added or removed within 30 days after policy issuance or when your policy renews. If you want us to send you a request form, call 1-800-531-USAA ( ).

**Sinkhole Coverage**

You can reject Sinkhole Loss Coverage and carry only Catastrophic Ground Cover Collapse (CGCC) Coverage. Read "Sinkhole Coverage" (form FLSNKREJ) for descriptions of both coverage options. If you elect to reject Sinkhole Loss Coverage, your request must be in writing for changes to apply.



**CHECKLIST OF COVERAGE**  
Policy Type: Unit Owners

The following checklist is for informational purposes only. Florida law prohibits this checklist from changing any of the provisions of the insurance contract which is the subject of this checklist. Any endorsement regarding changes in types of coverage, exclusions, limitations, reductions, deductibles, coinsurance, renewal provisions, cancellation provisions, surcharges, or credits will be sent separately.

Reviewing this checklist together with your policy can help you gain a better understanding of your policy's actual coverages and limitations, and may even generate questions. By addressing any questions now, you will be more prepared later in the event of a claim. Experience has shown that many questions tend to arise regarding the coverage of attached or detached screened pool enclosures, screened porches, and other types of enclosures. Likewise, if your policy insures a condominium unit, questions may arise regarding the coverage of certain items, such as individual heating and air conditioning units; individual water heaters; floor, wall, and ceiling coverings; built-in cabinets and counter tops; appliances; window treatments and hardware; and electrical fixtures. A clear understanding of your policy's coverages and limitations will reduce confusion that may arise during claims settlement.

Please refer to the policy for details and any exceptions to the coverages listed in this checklist. All coverages are subject to the provisions and conditions of the policy and any endorsements. If you have questions regarding your policy, please contact your agent or company. Consumer assistance is available from the Department of Financial Services, Division of Consumer Services' Helpline at (800) 342-2762 or www.fldfs.com.

This form was adopted by the Florida Financial Services Commission.

<b>Building Items/Additions/Alterations Coverage/Other Structures</b>	
Limit of Insurance: \$124,900	Loss Settlement Basis: Replacement Cost See Note Below
<b>Personal Property Coverage</b>	
Limit of Insurance: \$51,700	Loss Settlement Basis: REPLACEMENT COST
<b>Deductibles</b>	
NOT COVERED Annual Hurricane: IN THIS POLICY	All Perils (Other Than Hurricane): \$2,000

Note: Loss to buildings that are other structures are settled at Replacement Cost, and loss to other structures that are not buildings are settled at Actual Cash Value.

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The Limit of Insurance, Deductibles, and Loss Settlement Basis on page 1 apply to the following perils insured against:

(Items below marked **Y (YES)** indicate coverage IS included, those marked **N (NO)** indicate coverage is NOT included)

N	Hurricane
N	Windstorm or Hail (other than hurricane)
Y	Fire or Lightning
Y	Explosion
Y	Riot or Civil Commotion
Y	Aircraft
Y	Vehicles
Y	Smoke
Y	Vandalism or Malicious Mischief
Y	Theft
Y	Falling Objects
Y	Weight of Ice, Snow or Sleet
Y	Accidental Discharge or Overflow of Water or Steam
Y	Sudden and Accidental Tearing Apart, Cracking, Burning, or Bulging
Y	Freezing
Y	Sudden and Accidental Damage from Artificially Generated Electrical Current
Y	Volcanic Eruption
Y	Sinkhole Loss
Y	Any Other Peril Not Specifically Excluded (building items and other structures only)
N	Flood (including loss caused by hurricane)

Special limits and loss settlement exceptions may apply to certain items. Refer to your policy for details.

Loss of Use Coverage		
Coverage	Limit of Insurance	Time Limit
(Items below marked <b>Y (YES)</b> indicate coverage IS included, those marked <b>N (NO)</b> indicate coverage is NOT included)		Total for the following coverages is listed below.
Y Additional Living Expense	\$20,680	Up to 24 Months
Y Fair Rental Value		Up to 24 Months
Y Civil Authority Prohibits Use		Up to 2 Weeks

Property - Additional/Other Coverages				
You may have purchased additional coverage limits that are not shown here.				
(Items below marked <b>Y (YES)</b> indicate coverage IS included, those marked <b>N (NO)</b> indicate coverage is NOT included)		Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Provided in Contract	Included
<b>Y</b>	Debris Removal	5% of Applicable Policy Limits		<b>X</b>
<b>Y</b>	Reasonable Repairs	Up to Applicable Policy Limits	<b>X</b>	
<b>Y</b>	Property Removed	Up to Applicable Policy Limits	<b>X</b>	
<b>Y</b>	Credit Card, Electronic Fund Transfer Card, or Access Device, Forgery and Counterfeit Money	\$5,000		<b>X</b>
<b>Y</b>	Loss Assessment	\$2,000	<b>X</b>	
<b>Y</b>	Collapse	Up to Applicable Policy Limits	<b>X</b>	
<b>Y</b>	Glass or Safety Glazing Material	Up to Applicable Policy Limits	<b>X</b>	
<b>Y</b>	Law and Ordinance	5% of Applicable Dwelling Limits		<b>X</b>
<b>Y</b>	Grave Markers	Up to Applicable Policy Limits	<b>X</b>	
<b>Y</b>	Mold	\$10,000		<b>X</b>

Discounts		
(Items below marked <b>Y (YES)</b> indicate discount IS applied, those marked <b>N (NO)</b> indicate discount is NOT applied)		Discount Amount
<b>N</b>	Multiple Policy	
<b>Y</b>	Fire Alarm / Smoke Alarm / Burglar Alarm	\$5.02
<b>N</b>	Sprinkler	
<b>N</b>	Windstorm Loss Reduction (FBC)	
<b>N</b>	Building Code Effectiveness Grading Schedule	

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<b>Personal Liability Coverage</b>	
Limit of Insurance:	\$500,000
<b>Medical Payments to Others Coverage</b>	
Limit of Insurance:	\$1,000

<b>Liability - Additional/Other Coverages</b>				
	(Items below marked <b>Y (YES)</b> indicate coverage IS included, those marked <b>N (NO)</b> indicate coverage is NOT included)	Limit of Insurance	Amount of insurance is an additional amount of coverage or is included within the policy limit.	
			Included	Additional
Y	Claim Expenses	\$500,000	X	
Y	First Aid Expenses	\$500,000	X	
Y	Damage to Property of Others	\$1,000	X	
Y	Loss Assessment	\$2,000	X	

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**SINKHOLE COVERAGE**

Your policy provides Sinkhole Loss Coverage. For a reduction in coverage and premium, you can reject Sinkhole Loss Coverage and carry only Catastrophic Ground Cover Collapse (CGCC) Coverage. Below you will find a description of both coverage options to help you make an informed decision. To select CGCC Coverage only, complete the information below and return this form to us. Important: Your request must be in writing for changes to apply.

**Coverage Options**

Coverage	Covers	Deductible
Sinkhole Loss	Gradual settlement or weakening of the earth supporting your property. Coverage includes structural damage to the building or foundation, as well as damage to contents in the building caused by gradual settlement.	A 10% deductible applies to this coverage.
Catastrophic Ground Cover Collapse	Covers only geological activity that causes abrupt collapse of ground cover, a visible depression in ground cover, structural damage (other than settling or cracking), and the building or structure being condemned and ordered to be vacated by an authorized governmental agency.	The All Other Perils deductible on the policy.

If you have any questions, please call a USAA member service representative at 1-800-531-USAA (8722).

**REJECTION NOTICE**

This rejection will apply for the duration of this policy and to all policy renewals that follow. This includes any reinstated or reissued policy for the property below that USAA or an affiliated company covers without interruption.

I want Catastrophic Ground Cover Collapse Coverage only.\*

\*Choosing this coverage constitutes rejection of Sinkhole Loss Coverage.

USAA#: 02205 59 42  
 Property Address: 2362 SE 19TH CT  
HOMESTEAD, MIAMI-DADE, FL 33035-2063

Signature \_\_\_\_\_ Date \_\_\_\_\_

Mail the completed notice to: USAA  
 9800 Fredericksburg Road  
 San Antonio, TX 78288-0001  
 Or, fax it to: (800) 531-8877

If this form is sent by fax, the sender authorizes the document received by USAA as a duplicate original and the signature produced by the receiving fax machine as the sender's original signature.

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**HOMEOWNERS POLICY - OUTLINE**

THE FOLLOWING OUTLINE OF COVERAGE IS FOR INFORMATIONAL PURPOSES ONLY. IT IS THE EXPRESS INTENT OF S. 627.4143, FLORIDA LAW PROHIBITS THIS OUTLINE FROM CHANGING ANY OF THE PROVISIONS OF THE INSURANCE CONTRACT WHICH IS THE SUBJECT OF THIS OUTLINE. ANY ENDORSEMENTS REGARDING CHANGES IN TYPES OF COVERAGE, EXCLUSIONS, LIMITATIONS, REDUCTIONS, DEDUCTIBLES, COINSURANCE, RENEWAL PROVISIONS, CANCELLATION PROVISIONS, SURCHARGES OR CREDITS WILL BE SENT SEPARATELY.

THE INFORMATION IN THIS FORM BRIEFLY OUTLINES THE MAJOR COVERAGES, EXCLUSIONS, NON-RENEWAL AND CANCELLATION PROVISIONS. **YOU SHOULD READ YOUR POLICY FOR COMPLETE DETAILS ON THE COVERAGE.** THE COVERAGES AND LIMITS YOU HAVE PURCHASED AND THE PREMIUMS CHARGED ARE LISTED ON THE DECLARATIONS PAGE. IN THE EVENT OF ANY CONFLICT BETWEEN THE POLICY AND THIS OUTLINE, THE PROVISIONS OF THE POLICY SHALL PREVAIL.

**SECTION I - PROPERTY COVERAGE:**

- COVERAGE A** covers your dwelling, including structures attached. Coverage A applies to real property owned by you.
- COVERAGE B** covers private, nonbusiness structures at your residence, detached from the dwelling, such as a garage, fence, swimming pool or guest house.
- COVERAGE C** covers your personal property such as clothes and furniture. Certain special limits apply such as \$200 to money and \$1000 for theft of jewelry. You should review these in Section I of your policy along with the kinds of property which are not covered, such as motorized vehicles and property of roomers or boarders.
- COVERAGE D** Additional Living Expense provides for payments to you if you temporarily cannot continue to live in your residence because of a covered loss to your dwelling.

Additional Coverages provided by the policy are: Debris Removal; Cost of Reasonable Repairs; Coverage for certain losses to trees, plants and shrubs; Fire Department Service Charge; Coverage for Property Removed due to a covered loss; Credit Card, Fund Transfer Card, Forgery and Counterfeit Money; Loss Assessment; Collapse; Lock Replacement; Refrigerated Products, Land, Landlord's Furnishings, Building Ordinance or Law; and Temporary Living Expense.

**Perils Insured Against:**

FORM HO-3 - SPECIAL FORM. Covers dwelling, other structures, and loss of use against all risks of physical loss, with certain exceptions.

Personal property is covered for named perils, some of which are: Fire or Lightning, or Explosion, Riot, Aircraft, Vehicles, Smoke, Vandalism and Theft.

FORM HO-6 - CONDOMINIUM UNIT-OWNERS FORM. Covers personal property, unit owners building items, and loss of use against loss by the same perils as provided under the HO-3 for personal property.

**Property Exclusions:**

The principal exclusions in your property coverage are briefly referred to here: Loss from earth movement (other than Sinkhole Activity), water damage from flood and other surface or wind-driven waters, power failure, neglect, war and nuclear hazards.

**Deductibles:**

If the property is eligible for windstorm, hurricane and hail coverage, Florida policies contain a separate deductible for hurricane losses, which may result in high out-of-pocket expenses for you. The hurricane deductible applies only once for all hurricane-related losses that occurs for a single policy during a calendar year (January 1 through December 31).

If the property excludes coverage for windstorm, hurricane, and hail, then coverage is available through the Citizens Property Insurance Corporation (Citizens).

**Liability Coverages - Section II:**

Section II of your policy covers you for your legal liability for bodily injury or property damage to others, arising out of your residence or the personal activities of you and your family members away from the residence. Coverage does not apply to liability resulting from your business pursuits, motor vehicles, or certain kinds of watercraft.

**Coverage Modifications:**

The Homeowners Program is very flexible, providing numerous ways to accommodate any special needs you may have. Some of the more common optional coverages include:

- Home Protector or Home Protector Plus - these endorsements provide coverage for increased costs of construction and debris removal.
- Building Ordinance or Law - this endorsement pays for the increased costs you have to pay to repair or replace damaged buildings in accordance with ordinances or laws that regulate construction, repair, or demolition.
- Replacement Cost - this endorsement provides replacement cost coverage for most personal property insured under Coverage C of the Homeowners Policy.
- Water Backup or Sump Pump Overflow - this endorsement provides coverage for damage resulting from water which backs up through sewers, drains, or which overflows from sump pumps.

**Renewal and Cancellation Provisions:**

You may cancel the policy at any time for any reason. Our rights to cancel or nonrenew your policy are limited to those conditions described in your policy. If we intend to cancel or refuse renewal of your policy, we must send you a notice telling the reasons for our action and give you advance notice of the cancellation and nonrenewal date.

**Premium Credits:**

There are various premium credits available which may help to reduce your premium. The following is a brief list of credits for which you may qualify:

- New Home Discount
- Fire Alarm/Smoke Detector
- Sprinkler
- Florida Building Code Credit
- Florida Building Code Effectiveness Grading Schedule

**Law Change - Condominium Owners  
Florida**

There was a change to the Florida Condominium Statute. The condominium statute was written to establish what the condominium association is responsible for insuring and what you are responsible for insuring. The latest change is effective January 1, 2009, and is referenced below. **Please review this information with your condominium association to ensure gaps or duplications of coverage do not exist.**

The statute establishes the insuring responsibilities of the condominium association in paragraph (f). Anything specifically stated **not** to be condominium association property for insurance purposes should be covered under **your** policy. These items are listed in (f)3. below and are **bolded**.

Please review this change with your condominium association to determine what is and is not your insurance responsibility. This should help you decide if your limit of coverage under Dwelling (building items) is sufficient. If you need to adjust the limit of this coverage or make any other changes, please call us at 1-800-531-USAA (████). The following is the referenced section of the statute in its entirety.

718.111(11) INSURANCE

(f) Every hazard insurance policy issued or renewed on or after January 1, 2009, for the purpose of protecting the condominium shall provide primary coverage for:

1. All portions of the condominium property as originally installed or replacement of all kinds and quality, in accordance with the original plans and specifications.
2. All alterations or additions made to the condominium property or association property pursuant to s.718.113(2).
3. The coverage shall exclude **all personal property within the unit or limited common elements, and floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing.**



**Florida** *Signature State*  
DRIVER LICENSE CLASS E  
**B530-473-50-380-0**  
JOHN MICHAEL BENNETT  
2382 SE 19 CT  
HOMESTEAD, FL 33036-0000  
DOB: 10-20-1950 SEX: M HGT: 5-11  
ISSUED: 10-08-2008  
EXPIRES: 10-08-2012  
REN: A  
ENDORSE:  
*John Bennett*  
TDS0610980177 SAFE DRIVER  
Reproduction of a Driver License is prohibited unless authorized by the Department of Transportation.

**Florida** *Simultaneous*

DRIVER LICENSE CLASS E  
 B530-632-49-672-1

NANCY LEE BENNETT  
 2362 SE 19TH COURT  
 HOMESTEAD, FL 33035

DOB 05-12-1949 SEX F HGT 5-07  
 ISSUED: 03-28-2009  
 EXPIRES: 05-12-2017

REST:  
 ENDORSE

*Nancy Lee Bennett*

REGULAR DRIVER SAFE DRIVER MOTORCYCLE ALSO

X630903204829 Operator of a motor vehicle constitutes consent to any sobriety test required by law

**SOCIAL SECURITY**

THIS NUMBER HAS BEEN ESTABLISHED FOR:  
 NANCY LEE BENNETT

*Nancy Lee Bennett*  
 SIGNATURE

**OCCUPANT LEDGER**

Unit Reference Number : 1585-AP0411	Occupant Type : CURRENT	
Property Name : Keys Gate Community Assn.	Tenant Id : 13493028394	Bldg: Floor: 0
Name : Bennett, John Michael	Work Number :	Home Number : (305) 230-6069
Name : Bennett, Nancy Lee	Work Number :	Home Number :
Address : 2362 SE 19 Court	Cell Number : (727) 534-7828	Fax Number :
City, State, Zip : Homestead FL 33033		Unit Number :
Email Address : RAMS1BUCS2@YAHOO.COM		

**Forwarding Address**

Name :	Correspondence Email :
Address1 :	Billing Email :
Address2 :	
City, State, Zip :	

**Chronological History**

Date	Charge Code	Charge Description	Amount	Balance
01/01/2011	AST	Assessment	295.00	295.00
01/07/2011	AST	Pymt. Batch 440 Check 9167	-295.00	0.00
02/01/2011	AST	Assessment	295.00	295.00
02/07/2011	AST	Pymt. Batch 235 Check 9165	-295.00	0.00
03/01/2011	AST	Assessment	295.00	295.00
03/08/2011	AST	Pymt. Batch 982 Check 9174	-295.00	0.00
04/01/2011	AST	Assessment	295.00	295.00
04/07/2011	AST	Pymt. Batch 007 Check 9179	-295.00	0.00
05/01/2011	AST	Assessment	295.00	295.00
05/06/2011	AST	Pymt. Batch 168 Check 9188	-295.00	0.00
06/01/2011	AST	Assessment	295.00	295.00
06/08/2011	AST	Pymt. Batch 286 Check 9194	-295.00	0.00
07/01/2011	AST	Assessment	295.00	295.00
07/11/2011	AST	Pymt. Batch 430 Check 9199	-295.00	0.00
08/01/2011	AST	Assessment	295.00	295.00
08/08/2011	AST	Pymt. Batch 104 Check 9204	-295.00	0.00
09/01/2011	AST	Assessment	295.00	295.00
09/08/2011	AST	Pymt. Batch 065 Check 9211	-295.00	0.00
10/01/2011	AST	Assessment	295.00	295.00
10/07/2011	AST	Pymt. Batch 674 Check 9217	-295.00	0.00
11/01/2011	AST	Assessment	295.00	295.00
11/08/2011	AST	Pymt. Batch 409 Check 9223	-295.00	0.00
12/01/2011	AST	Assessment	295.00	295.00
12/07/2011	AST	Pymt. Batch 792 Check 9227	-295.00	0.00
01/01/2012	AST	Assessment	329.00	329.00
01/10/2012	AST	Pymt. Batch 520 Check 9235	-329.00	0.00
02/01/2012	AST	Assessment	329.00	329.00
02/08/2012	AST	Pymt. Batch 325 Check 9243	-329.00	0.00
03/01/2012	AST	Assessment	329.00	329.00
03/05/2012	AST	Pymt. Batch 535 Check 9245	-329.00	0.00
04/01/2012	AST	Assessment	329.00	329.00
04/06/2012	AST	Pymt. Batch 521 Check 9248	-329.00	0.00
05/01/2012	AST	Assessment	329.00	329.00
05/07/2012	AST	Pymt. Batch 985 Check 9253	-329.00	0.00

**EOI Direct**

1880 W. Judith Lane, Suite 220  
Boise, ID 83705

Voice: (877) 456-3643  
Fax: (208) 694-3848

**Receipt**

Order Number: 975074

Date: 05/09/2012

Sold To:

John Bennett  
2362 SE 19th Court  
Homestead, FL 33035-2063

Customer Account	User	Payment Terms	Due Date
John.M.Bennett@us.army.mil	John Bennett	Due on Receipt	05/09/2012

Quantity	Description	Unit Price	Amount
1	Delivery of 1 certificate of insurance via email. Homeowner: John Bennett Loan Number: Applying	\$19.95	\$19.95

Subtotal \$19.95  
Sales Tax  
**Total Paid \$19.95**

**Receipt**

John Bennett  
2362 SE 19th Court  
Homestead, FL 33035-2063

Order Number: 975074

Invoice Date: 05/09/2012  
Customer Account: John.M.Bennett@us.army.mil

**Total Due \$0.00**

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<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 05/09/2012
<b>PRODUCER</b> Corporate Insurance Advisors & CIA Flood Agency 100 NE 3rd Avenue, Ste. 1000 Ft. Lauderdale, FL 33301 (954) 315-5000	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Keys Gate Community Association, Inc. - Arbor Park c/o C/o Miami Management 1541 SE 12th Avenue Homestead, FL 33035	<b>INSURERS AFFORDING COVERAGE</b> INSURER A: American Coastal Insurance Co INSURER B: INSURER C: INSURER D: INSURER E:	<b>NAIC #</b>

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Fa occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Fa accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 homeowner/borrower John Bennett, 2362 SE 19th Court, Homestead, FL 33035-2063  
 Property--See attached notes  
 \*Except 10 days notice of cancellation for non-payment of premium

<b>CERTIFICATE HOLDER</b> Advance Mortgage Lending 1st Mortgagee 432 Como Avenue Coral Gables, FL 33146-0000 Loan Number: Applying	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10*</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Mark R. Schwartz</i>
---	---



## COMMENTS/REMARKS

Property (American Coastal)  
Policy# AMC19797  
Effective Date 12/22/2011-12  
Replacement Cost, 100% Coinsurance, Special form, \$5,000 AOP Deductible, 3% Hurricane  
Calendar year deductible

1992-2028 SE 23rd Avenue  
Limit: \$1,448,224

1960-1988 SE 23rd Avenue  
Limit: \$1,448,224

1928-1956 SE 23rd Avenue  
Limit: \$1,448,224

1904-1924 SE 23rd Avenue  
Limit: \$1,106,840

2331-2359 SE 19th Street  
Limit: \$1,448,224

2363-2391 SE 19th Street  
Limit: \$1,448,224

2405-2435 SE 19th Street  
Limit: \$1,448,224

2443-2467 SE 19th Street  
Limit: \$1,448,224

2436-2472 SE 19th Court  
Limit: \$1,416,413

2388-2428 SE 19th Court  
Limit: \$1,365,565

2350-2374 SE 19th Court  
Limit: \$1,115,033

2332-2344 SE 19th Court  
Limit: \$692,523

1922-1954 SE 23rd Terrace  
Limit: \$1,384,653

1962-1986 SE 23rd Terrace  
Limit: \$1,110,403

1963-1987 SE 23rd Terrace  
Limit: \$1,081,795

1929-1949 SE 23rd Terrace  
Limit: \$815,464

1932-1952 SE 23rd Road  
Limit: \$946,786

1931-1951 SE 23rd Road  
Limit: \$951,491

1932-1952 SE 24th Avenue  
Limit: \$946,786

1933-1953 SE 24th Avenue

OFREMARK

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COMMENTS/REMARKS

Limit: \$951,564

1936-1966 SE 24th Terrace  
Limit: \$1,375,187

1935-1963 SE 24th Terrace  
Limit: \$1,274,998

2412-2424 SE 21st Street  
Limit: \$1,081,795

2366-2406 SE 21st Street  
Limit: \$951,491

1961-1973 SE 24th Avenue  
Limit: \$672,905

1960-1984 SE 24th Avenue  
Limit: \$1,097,720

1959-1987 SE 23rd Road  
Limit: \$1,263,237

1960-1986 SE 23rd Road  
Limit: \$1,262,602

2342-2356 SE 21st Street  
Limit: \$1,267,707

2324-2338 SE 21st Street  
Limit: \$1,258,129

2304-2320 SE 21st Street  
Limit: \$1,267,707

OFREMARK

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Law Offices of  
**REX E. RUSSO**  
*Attorneys and Counselors at Law*  
GABLES INTERNATIONAL PLAZA  
2655 LEJEUNE ROAD, PH 1-D  
CORAL GABLES, FLORIDA 33134

Telephone 305-442-7393  
Fax 786-524-0573

RexLawyer@prodigy.net  
www.FloridaPropertyLitigation.com

July 10, 2012

GTE Federal Credit Union  
P.O. Box 77404  
Ewing, NJ 08628

Re: Bennett -v- GTE/LF Loans  
Borrowers: John M. Bennett, Nancy L. Bennett  
Property Address: 2362 SE 19<sup>th</sup> CT, Homestead, FL 33035  
Account #: [REDACTED]  
Orig. Loan # [REDACTED]

Gentry:

This office represents the borrowers, John and Nancy Bennett.

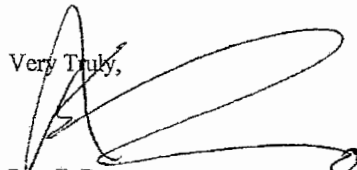
Recent correspondence sent by you to my clients included your Loan Statement, a copy of the Payment Letter to Borrower supposedly signed at the time of closing, and the Initial Escrow Account Disclosure Statement supposedly presented to the borrowers at closing. Your Loan Statement includes an amount that is exactly \$100.92 higher than any of the prior disclosures given to the borrowers at closing due to the inclusion of PMI Insurance. Be advised, the Payment Letter to Borrower you presented is not the same as the one signed by the borrowers at closing and undoubtedly contains forged signatures. The one actually signed by the borrowers and presented by them to me for my review includes no amount for PMI Insurance. I have enclosed a copy of both the Payment Letter to Borrower sent by you and a copy of the Payment Letter to Borrower actually signed at closing for your comparison.

None of the many loan documents that were signed at closing (including the HUD-1, and Truth-In-Lending Disclosure Statement), and presented by the borrowers for my review, contain an amount for PMI. We suspect that the entire loan package you received from LF Loans was forged and request that you send us a copy for examination. The Initial Escrow Account Disclosure Statement you present was not part of the borrowers' closing package and is conspicuously missing the borrowers' initials which were placed on all closing documents other than those containing full signatures.

The borrowers have no contractual obligation to pay the amount in your Loan Statement and have no desire to acquire PMI insurance. Accordingly, any payments you receive in furtherance of your Loan Statement will be under protest to the extent the statement includes an amount for PMI, whether the protest is stated on the borrowers' check or not.

I have instructed the borrowers to send you payment for the full amount stated in your Loan Statement under protest so that your system does not automatically and improperly trigger an apparent default condition. However, we demand that this matter be fully rectified within 60 days. Failure to fully rectify this matter within that time will lead to the filing of legal action. In order to fully rectify this matter you must not only correct your Loan Statement and purge all of the fraudulent documents in order to avoid a repetition of the fraud through further transfer of the mortgage instruments, but you must also pay compensation for the fees and costs suffered by the borrowers, as well as credit back to them the overpayments for the improperly charged PMI.

To date the borrowers attorney's fees paid are \$200.00 with an anticipated additional amount of \$300.00 to become due. Accordingly, you should issue a payment or credit to the borrowers for \$200.00 and send a separate check for \$300.00 made payable to me at the address above.

Very Truly,  
  
Rex E. Russo

enc.

cc: John & Nancy Bennett

cc: GTE, P.O. Box 202028, Florence, SC 29502-2028  
GTE, P.O. Box 986, Newark, NJ 07184-0986  
GTE, P.O. Box 77423, Ewing, NJ 08628  
GTE by fax to 609-538-4017  
GTE by fax to 843-413-7133  
GTE by fax to 609-538-4005  
GTE by email to: [customerservice@loanadministration.com](mailto:customerservice@loanadministration.com)

cc: Leverage Financial d/b/a LF Loans, 1860 N. Avenida Republica de Cuba, Suite A, Tampa, FL 33605

cc: Stewart Title Company, 7480 Bird Road, Suite 510, Miami, FL 33155

PAYMENT LETTER TO BORROWER

FROM: LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

RE: Loan Number: 100801400000012071  
Property Address: 2352 S E 19 CT, HOMESTEAD, FLORIDA 33035

TO: JOHN M BENNETT, NANCY L BENNETT  
2352 S E 19 CT  
HOMESTEAD, FLORIDA 33035

Dear Borrower:

The monthly payments on the above referred to loan are to begin on AUGUST 1, 2012, and will continue monthly until JULY 1, 2042

Your monthly payment will consist of the following:

PRINCIPAL AND INTEREST	\$ 1,095.18
MMI/PMI INSURANCE	100.92
RESERVE FOR TAXES	63.30
RESERVE FOR INSURANCE	55.40
RESERVE FOR FLOOD INSURANCE	24.08
	<hr/>
	<hr/>

TOTAL MONTHLY PAYMENTS \$ 1,338.88

You are to make your payments to:  
GTE FEDERAL CREDIT UNION  
PO BOX 986  
NEWARK, NEW JERSEY 07184-0986

Any correspondence, or calls, in reference to your loan, please refer to the above loan number.

Copy received and acknowledged.

Date: 6-12-12

*John M Bennett*  
JOHN M. BENNETT  
*Nancy L Bennett*  
NANCY L BENNETT

PAYMENT LETTER TO BORROWER  
06/03/07

DocMagic eBusiness  
www.docmagic.com



FABRILEN INC



PAYMENT LETTER TO BORROWER

FROM: LEVERAGE FINANCIAL DBA LF LOANS  
1860 N. AVENIDA REPUBLICA DE CUBA  
TAMPA, FLORIDA 33605

RE: Loan Number: [REDACTED]  
Property Address: 2362 S E 19 CT, HOMESTEAD, FLORIDA 33035

TO: JOHN M BENNETT, NANCY L BENNETT  
2362 S E 19 CT  
HOMESTEAD, FLORIDA 33035

Dear Borrower:

The monthly payments on the above referred to loan are to begin on AUGUST 1, 2012, and will continue monthly until JULY 1, 2042.

Your monthly payment will consist of the following:

PRINCIPAL AND INTEREST	\$ 1,095.18
MMI/PMI INSURANCE	_____
RESERVE FOR TAXES	63.30
RESERVE FOR INSURANCE	55.40
RESERVE FOR FLOOD INSURANCE	24.08
	_____
	_____
TOTAL MONTHLY PAYMENTS	\$ 1,237.96

You are to make your payments to:  
GTE FEDERAL CREDIT UNION  
PO BOX 986  
NEWARK, NEW JERSEY 07184-0986

Any correspondence, or calls, in reference to your loan, please refer to the above loan number.

Copy received and acknowledged.

Date: \_\_\_\_\_

*John M Bennett*  
\_\_\_\_\_  
JOHN M BENNETT

*Nancy L Bennett*  
\_\_\_\_\_  
NANCY L BENNETT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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July 12, 2012

Law Offices of Rex E Russo  
Gables International Plaza  
2655 LeJeune Road, PH 1-D  
Coral Gables, FL 33134

RE: Name: John M Bennett  
Nancy L Bennett  
Loan Number: [REDACTED]  
Property Address: 2362 S E 19 Ct  
Homestead FL 33035

Case Number: 18

Dear Mr. Russo:

We are in receipt of your correspondence dated July 10, 2012. Your inquiry will be promptly reviewed and a written response provided to you no later than July 23, 2012.

If you need to contact us in the interim, please call our Service Resolution and Recovery Department at 1-866-677-8807.

Sincerely,

Service Resolution and Recovery Administrator  
CR071 010 MMC FT

[www.gtefcu.org](http://www.gtefcu.org)  
866.557.5656





July 16, 2012

John M Bennett  
Nancy L Bennett  
In C\o Law Office Of  
Rex E. Russo-gables Inat'l Plz  
2655 Lejne Rd., Ph1-d  
Coral Gables FL 33134

RE: Loan Number 0039053285  
Property Address: 2362 S E 19 Ct  
Homestead FL 33035

Dear Valued Member:

Thank you for your recent correspondence. Please be assured that we will promptly review your inquiry and respond when our research has been completed.

Sincerely,

Quality Coordinator Administrator  
CR044 005 IXH FT

[www.gtefcu.org](http://www.gtefcu.org)  
866.557.5656



Law Offices of  
**REX E. RUSSO**  
*Attorneys and Counselors at Law*  
GABLES INTERNATIONAL PLAZA  
2655 LEJEUNE ROAD, PH 1-D  
CORAL GABLES, FLORIDA 33134

Telephone 305-442-7393  
Fax 786-524-0573

RexLawyer@prodigy.net  
www.FloridaPropertyLitigation.com

July 23, 2012

GTE Federal Credit Union  
P.O. Box 77404  
Ewing, NJ 08628

Re: Loan Statement  
Account number [REDACTED]  
Borrowers: John & Nancy Bennett  
Property Address: 2362, SE 19<sup>th</sup> CT, Homestead, Florida 33035

Gentry:

You sent me my clients' statement due August 1, 2012. Neither I nor my clients ever requested that you start sending the monthly statements to me. I consider this unsolicited action to be a calculated attempt to befuddle the situation and cause a default. However, I did not assume that you also sent the statement to my clients as you should have, which might cause the default if they didn't act upon the lack of receipt of the statement. Alternatively, you are testing our resolve.

Although you, LF Loans, and Stewart Title (the closing company) all acknowledge the fraud that was committed, you continue to improperly bill the MMI/PMI insurance. In essence, you are attempting to benefit from the fraud. Since I do not see the slightest effort being made by your company to correct this problem, I am instructing my client to prepare for litigation.

Send all future statements to my clients unless you are requested otherwise.

Very Truly,



Rex E. Russo

cc: John & Nancy Bennett



July 23, 2012

John M Bennett  
Nancy L Bennett  
In C/o Law Office Of  
Rex E. Russo-gables Inat'l Piz  
2655 Lejne Rd., Phl-d  
Coral Gables FL 33134

RE: Loan Number 0039053285  
Property Address: 2362 S E 19 Ct  
Homestead FL 33035

Dear Customer:

Thank you for your recent correspondence. Please be assured that we will promptly review your inquiry and respond when our research has been completed.

Sincerely,

Quality Coordinator Administrator  
IV044 003 AFX FT

[www.gtefcu.org](http://www.gtefcu.org)  
866.557.5656







August 6, 2012

Rex E. Russo  
Law Offices of Rex E. Russo  
Gables International Plaza  
2655 LeJeune Road, PH 1-D  
Coral Gables, FL 33134

Re: Account Number [REDACTED]  
Borrowers: John and Nancy Bennett  
Property Address: 2362 SE 19<sup>th</sup> Court, Homestead, FL 33035

Dear Mr. Russo:

This letter is in response to your correspondence dated July 23, 2012.

We received your letter of representation dated July 10, 2012 and documented our records to direct all correspondence to your office. Please note: our systems accommodate only one address field. As a result, your client's monthly billing statement was directed to your office.

As requested, we have updated our records to direct all future correspondence to the borrowers at the address listed above.

Additionally, our records indicate that the owner of LF Loans, Jamal Wilson, is working with you to resolve the issue regarding the Private Mortgage Insurance (PMI).

Should you have questions with regard to this matter, please contact me at 866-677-8807.

Sincerely,

Kristin Cook  
Service Excellence Administrator

cc: John Bennett  
Nancy Bennett  
2362 SE 19<sup>th</sup> Court  
Homestead, FL 33035

[www.gtefcu.org](http://www.gtefcu.org)  
866.557.5656





**Bennett closing**

Monday, July 16, 2012 7:50 PM

**From:** "Jamal Wilson" <jamal@lfoans.com>

**To:** rexlawyer@prodigy.net

2 Files (4266KB)



Bennett L.. Bennett L..

Mr. Russo

The issue with the documents being falsified lies at the feet of the title company. We sent out a final package with PMI on all loan documents. I don't have corroboration from the title company but my thought process is that they mistakenly got the initial documentation signed realized the error and transposed the necessary docs including 1<sup>st</sup> payment letter. I am forwarding the email where on 6/11 we sent the final closing package to title company with PMI included.

I am uncertain as to why those parties chose to take action resulting in misrepresentation. However this loan indeed has PMI due to the fact that MI has to be transferred on all HARP loans during the refinance process. I am also attaching a signed 1003 and TIL from the borrower showing PMI was initially disclosed on this loan, making your client aware of PMI in this transaction. I empathize with your client and I am pursuing the incident with the title company and broker of record, and as always it is our desire to make sure the borrower is treated both well and fairly in all transactions.

Unfortunately due to the nature of HARP loans we are unable to remove PMI from this loan and do need to have these items resigned (first payment letter, escrow disclosure and TIL ) by the borrower in order to service this loan. Please bear in mind that all though there seems to be the discrepancy in signatures the Bennet's were aware of the need for PMI. We would like to move forward and continue servicing their loan but truly due to the nature of the HARP program the only way to move forward is to resign documents.

I will gladly give you a call to discuss in the morning. Thank you in advance for your time.

Jamal M. Wilson  
Owner|Founder  
LF LOANS  
1860 N. Avenida Republica de Cuba  
Tampa, FL 33605  
813.279.2641 Off  
813.464.7784 Fax  
813.453.9886 Cell

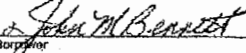

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## Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when  the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):


  
 Borrower Co-Borrower

I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	<input type="checkbox"/> Other (explain):
Agency Case Number	Lender Case Number		

Amount \$	Interest Rate	No. of Months	Amortization Type:	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):
232,100	4.000%	360/360		

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, & ZIP)	No. of Units
2362 S E 19 CT, Homestead, FL 33035 County: Miami-Dade	1
Legal Description of Subject Property (attach description if necessary)	Year Built
	2005

Purpose of Loan	<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent <input type="checkbox"/> Other (explain):	Property will be:	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
-----------------	---	-------------------	--

*Complete this line if construction or construction-permanent loan.*

Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements	Total (a-b)
	\$	\$	\$	\$	\$

*Complete this line if this is a refinance loan.*

Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements	<input type="checkbox"/> made <input type="checkbox"/> to be made
2005	\$ 285,000	\$ 210,633	Limited Cash-Out Rate/Term	Cost: \$	

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
John M. Bennett Nancy L. Bennett	Joint tenants	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

Source of Down Payment, Settlement Charges and/or Subordinate Financing (explain)

Borrower				Co-Borrower			
Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
John M. Bennett				Nancy L. Bennett			
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
306-64-8852	305-230-6069	10/20/1950		298-48-5275	305-230-6069	05/12/1949	
<input checked="" type="checkbox"/> Married (includes registered domestic partners)		Dependents (not listed by Co-Borrower)		<input checked="" type="checkbox"/> Married (includes registered domestic partners)		Dependents (not listed by Borrower)	
<input type="checkbox"/> Unmarried (includes single, divorced, widowed)		No. 0		<input type="checkbox"/> Unmarried (includes single, divorced, widowed)		No. 0	
<input type="checkbox"/> Separated		Ages		<input type="checkbox"/> Separated		Ages	
Present Address (street, city, state, ZIP/ country)				Present Address (street, city, state, ZIP/ country)			
2362 S E 19 CT Homestead, FL 33035 / United States				2362 S E 19 CT Homestead, FL 33035 / United States			
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			

*If residing at present address for less than two years, complete the following:*

Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.

Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer U.S. Army 21 Mallard CT Bockley, WV 25801	<input type="checkbox"/> Self Employed	Yrs. on this job 23 yr(s) Yrs. employed in this line of work/profession 23	Name & Address of Employer Signature Health Care 1930 S Canal DR Homestead, FL 33036	<input type="checkbox"/> Self Employed	Yrs. on this job 6 yr(s) Yrs. employed in this line of work/profession 10
Position/Title/Type of Business Operations Supervisor	Business Phone (incl. area code) 304-264-2210	Position/Title/Type of Business Business office manager	Business Phone (incl. area code) 305-246-1200 x3041		

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Borrower		Co-Borrower	
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)
Monthly Income \$		Monthly Income \$	
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expenses	Present	Proposed
Base Empl. Income*	\$ 5,720.17	\$ 3,254.58	\$ 8,983.75	Rent	\$	\$
Overtime				First Mortgage (P&I)	1,691.27	1,108.08
Bonuses				Other Financial (P&I)		
Commissions				Hazard Insurance	60.58	60.58
Dividends/Interest				Real Estate Taxes		60.75
Net Rental Income				Mortgage Insurance		103.35
Other income (including net the below in "borrower interest" above)				Homeowner Assn. Dues	329.00	329.00
				Other	22.92	22.92
<b>Total</b>	<b>\$ 5,720.17</b>	<b>\$ 3,254.58</b>	<b>\$ 8,983.75</b>	<b>Total</b>	<b>\$ 2,083.77</b>	<b>\$ 1,674.58</b>

\* Self Employed Borrowers may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income: *Notice: Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.*

B/C	Monthly Amount
	\$



**VI-ASSETS AND LIABILITIES**

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if their assets and liabilities are jointly owned to that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower declares any community or a non-applicant spouse or other person, this Statement and supporting schedules must be completed by that spouse or other person also.

Completed  Jointly  Not Jointly

ASSETS		LIABILITIES	
Description	Cost or Market Value	Name and address of Company	Monthly Payment & Months Left to Pay
Cash deposit/jointly purchased held by:	\$	SETERUS	\$ Payment/Months
List checking and savings accounts below		Acct. no. 10264003	(1,691.00) /291
Name and address of Bank, S&L, or Credit Union		Name and address of Company	Unpaid Balance
Ann Forces Bank		CITYMORTGAGE INC	218,833
Acct. no.	\$ 2,300	PO BOX 8442	
Name and address of Bank, S&L, or Credit Union		GATHERSBURG, MD 20898	
Bank of America		Acct. no. 2803542487	(690.00) /291
Acct. no.	\$ 1,122	Name and address of Company	65,613
Name and address of Bank, S&L, or Credit Union		STARWOOD VACATION OWNERS	
Bank of America		3002 SAN MARCO CT	
		ORLANDO, FL 32819	
Acct. no.	\$ 1,300	Acct. no. 2501304797	(680.00) /46
Stocks & Bonds (Company name/number dependent)		Name and address of Company	19,091
		DISCOVER FIN SVCS LLC	
		PO BOX 15316	
		WILMINGTON, DE 19850	
Life insurance net cash value	\$	Acct. no. 601100680017	81.00 /R
Face amount \$		Name and address of Company	1,897
Subtotal Liquid Assets	\$ 12,043	KOHL'S/CAP1	
Real estate owned (enter market value from schedule of real estate owned)	\$ 248,000	Acct. no. 8393058425361183	25.00 /R
Vested interest in retirement fund	\$ 60,600	Name and address of Company	130
Net worth of business(es) owned (attach financial statement)	\$		
Automobiles owned (make and year)	\$	Acct. no.	
2007 Pontiac	18,000	Alimony/Child Support/Separate Maintenance Payments Owed to:	
2005 Pontiac	20,000		
1998 Ford Explorer	4,000	Job-Related Expense (child care, uniform, etc.)	
Other Assets (Itemize)	\$		
Furniture and personal property	59,000		
1969 Baracuda	30,000		
		Total Monthly Payments	\$ 106.00
<b>Total Assets \$:</b>	<b>\$ 481,043</b>	<b>Total Liabilities \$:</b>	<b>\$ 305,364</b>

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
2362 S E 19 CT Homestead, FL 33095		\$ 420,000	\$ 216,633	\$	\$ 1,691	\$ 380	\$
823 48 Ave NW Largo, FL 33770	R	93,000	65,613	850	690		-63
Vacation Time Share Hawaii		35,000	19,091		680		
<b>Totals</b>		<b>\$ 248,000</b>	<b>\$ 305,337</b>	<b>\$ 850</b>	<b>\$ 2,961</b>	<b>\$ 380</b>	<b>\$ -63</b>

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):  
 Alternate Name: \_\_\_\_\_ Creditor Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

VI. DETAILS OF TRANSACTION		VII. DECLARATIONS	
a. Purchase price	\$	If you answer "Yes" to any questions # through I, please give justification stated for explanation:	
b. Improvements, improvements, repairs		Borrower	Co-Borrower
c. Load of acquired separately		Yes	No
d. Reference (and debts to be paid off)	218,633.00	1. Are there any outstanding judgments against you?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
e. Estimated prepaid items	607.50	2. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
f. Estimated closing costs	12,774.92	3. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
g. PMI, MIP, Funding Fee		4. Are you a party to a lawsuit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
h. Discount (if Borrower will pay)		5. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
i. Total costs (add items a through h)	232,015.42	(This would include such items as home mortgage loans, 2nd home, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and amount of creditor, title or VA case number, if any, and reason for the action.)	
j. Subordinate financing		6. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
k. Borrower's closing costs paid by Seller		7. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
l. Other Credits (explain)		8. Is any part of the down payment borrowed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
m. Loan amount (exclude PMI, MIP, Funding Fee financing)	232,100.00	9. Are you a co-maker or endorser on a note?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
n. PMI, MIP, Funding Fee financed		10. Are you a U.S. citizen?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
o. Loan amount (add m & n)	232,100.00	11. Are you a permanent resident alien?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
p. Cash from to Borrower (subtract j, k, l & o from l)	-84.00	12. Do you intend to occupy the property as your primary residence?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		If "Yes," complete question m below:	
		13. Have you had an ownership interest in a property in the last three years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		(1) What type of property did you own (principal residence (PR), second home (SH), or investment property (IP)?	
		PR _____ SH _____ IP _____	
		(2) How did you hold title to the home solely by yourself (S), jointly with your spouse (SP), or jointly with another person (JP)?	
		S _____ SP _____ JP _____	

**IX. ACKNOWLEDGMENT AND AGREEMENT**

Each of the undersigned specifically represents to Lender that Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, assignees and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct in all material respects and that any intentional or negligent misrepresentation of the information contained in this application may result in civil liability, including punitive damages, to any person who may suffer any loss due to reliance upon any information provided in this application; (2) the loan requested pursuant to this application (the "Loan") was secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its partners, successors or assigns may rely upon the information contained in this application, whether or not the loan is applied; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may rely upon the information contained in this application; and (8) the undersigned agrees to pay the Loan in accordance with the terms of the Loan and to execute all documents necessary to perfect the Loan and to execute all documents necessary to perfect the Loan.

**Additional Acknowledgment:** Each of the undersigned hereby acknowledges that any other of the Loan, its servicers, successors and assigns, may verify or review any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a secure name in this application or a consumer reporting agency.

**Right to Receive Copy of Appraisal:** We have the right to a copy of the appraisal report used in connection with this application for credit. To obtain a copy, we must send a written request at the mailing address Creditor has provided Creditor must mail from us no later than 30 days after Creditor notifies us of the action taken on this application, or we withdraw this application.

If you would like a copy of the appraisal report, contact: **Advance Mortgage Lending Inc 432 Comd Ave Coral Gables, FL 33146**

Borrower's Signature: [Signature] Date: 4/17/2012  
 Co-Borrower's Signature: [Signature] Date: 4-17-2012

**X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish this information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this Lender is required to note the information on the basis of visual observation and assume if you have made this application in person, if you do not wish to furnish the information, please check the next designations unless noted, under the above, material to assure that the information satisfies all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.

**BORROWER**  I do not wish to furnish this information. **CO-BORROWER**  I do not wish to furnish this information.

Ethnicity:  Hispanic or Latino  Not Hispanic or Latino  
 Race:  American Indian or Alaska Native  Asian  Black or African American  Native Hawaiian or Other Pacific Islander  White  
 Sex:  Female  Male

To be Completed by Loan Originator:

This information was provided:  In a face-to-face meeting  By telephone  By the applicant and submitted by fax or mail  By the applicant and submitted via e-mail or the Internet.

Loan Originator's Signature: [Signature] Date: 04/16/2012

Loan Originator's Name (print or type): A-J First Loan Originator's Identifier: 373928 Loan Originator's Phone Number (including area code): 305-371-8181

Loan Originator Company's Name: Advance Mortgage Lending, Inc. Loan Originator Company Identifier: 398021 Loan Originator Company's Address: 432 Comd Ave Coral Gables, FL 33146

Customer Satisfaction Letter Application Form (Rev. 6/09) Page 4 of 5 (Printed Blue Form 1007 7/08 (rev. 5/09))

**Continuation Sheet/Residential Loan Application**

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.	Borrower: <b>John M Bennett</b>	Agency Case Number:
	Co-Borrower: <b>Nancy L Bennett</b>	Lender Case Number:

**VI. ASSETS AND LIABILITIES**

ASSETS		LIABILITIES		
Name and address of Bank, S&L, or Credit Union	Cash or Market Value	Name and address of Company	Monthly Payment & Months Left to Pay	Unpaid Balance
Bank of America Military bank			\$ Pay/Mos.	\$
Acct. no.	\$ 773	Acct. No.		
Bank of America Military Bank			\$ Pay/Mos.	\$
Acct. no.	\$ 6,537	Acct. No.		
			\$ Pay/Mos.	\$
			\$ Pay/Mos.	\$
			\$ Pay/Mos.	\$
			\$ Pay/Mos.	\$
			\$ Pay/Mos.	\$
			\$ Pay/Mos.	\$

I/We fully understand that it is a Federal crime punishable by fine or imprisonment or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: <i>John M Bennett</i>	Date: 4/17/2012	Co-Borrower's Signature: <i>Nancy L Bennett</i>	Date: 4-17-2012
--	--------------------	--	--------------------

**TRUTH-IN-LENDING DISCLOSURE STATEMENT**  
 (THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicants: **John M Bennett / Nancy L Bennett** Prepared By: **Advance Mortgage Lending, Inc.**  
 Property Address: **2362 S E 19 CT** **432 Como Ave**  
**Homestead, FL 33035** **Coast Gables, FL 33146**  
 Application No: **John Bennett File** Date Prepared: **04/09/2012** Ph: **305-571-8181**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate:	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you	<b>AMOUNT FINANCED</b> The amount of credit provided to you or on your behalf	<b>TOTAL OF PAYMENTS</b> The amount you will have paid after making all payments as scheduled
* <b>4.755 %</b>	\$ * <b>204,015.66</b>	\$ * <b>232,100.00</b>	\$ * <b>436,115.66</b>

**REQUIRED DEPOSIT:** The annual percentage rate does not take into account your required deposit.  
**There is no guarantee that you will be able to refinance to lower your rate and payments**

**INTEREST RATE AND PAYMENT SUMMARY**

	<b>Rate &amp; Monthly Payment</b>
Interest Rate	4.000 %
Principal + Interest Payment	\$ 1,108.08
Est. Taxes + Insurance (Escrow) - Includes Private Mortgage Insurance	\$ 237.60
<b>Total Est. Monthly Payment</b>	<b>\$ 1,345.68</b>

**DEMAND FEATURE:** This obligation has a demand feature.  
 **VARIABLE RATE FEATURE:** This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

**SECURITY:** You are giving a security interest in: **2362 S E 19 CT, Homestead FL 33035**

The goods or property being purchased  Real property you already own.

**FILED FEES: \$ 185.00**

**LATE CHARGE:** If a payment is more than **15** days late, you will be charged **5.000 %** of the payment.

**PREPAYMENT:** If you pay off early, you  may  will not have to pay a penalty.  
 may  will not be entitled to a refund of part of the finance charge.



Application No: John Bennett Fit

Date Prepared: 04/09/2012

**CREDIT LIFE/CREDIT DISABILITY:**

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature:
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

**INSURANCE:**

The following insurance is required to obtain credit:

- Credit life insurance
- Credit disability
- Property insurance
- Flood insurance

You may obtain the insurance from anyone you want that is acceptable to creditor.

- If you purchase  property  flood insurance from creditor you will pay \$ \_\_\_\_\_ for a one year term.

**ASSUMPTION:**

Someone buying your property

- may
- may, subject to conditions
- may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

- \* means an estimate
- all dates and numerical disclosures except the late payment disclosures are estimates.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

**THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.**

*John M Bennett* 4/17/2012  
 Applicant: John M Bennett Date

*Nancy L Bennett* 4-17-2012  
 Applicant: Nancy L Bennett Date

Applicant: \_\_\_\_\_ Date  
 Lender: *[Signature]* Date

Applicant: \_\_\_\_\_ Date





FW: Process Confirmation - Bennett, WS # 472 C [Loan Number: [REDACTED]]

Monday, July 16, [REDACTED] PM

From: "Jamal Wilson" <jamal@lfoans.com>  
To: rexlawyer@prodigy.net

**Mr. Russo**

Please see below the final closing package sent to title company 6/11/2012

**From:** Rochelle Gonzales [mailto:rochelle@lfoans.com]  
**Sent:** Monday, June 11, 2012 4:41 PM  
**To:** 'Tania Swanberg'  
**Subject:** FW: Process Confirmation - Bennett, WS # 472 C [Loan Number: [REDACTED]]

Here is the package for this closing

Rochelle Gonzales  
Senior Closer



1860 N. Avenida Republica de Cuba  
Tampa, FL 33605  
813.279.2655 | Off  
813.464.7784 | Fax



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**From:** Document Systems Inc. [mailto:Docs@docmagic.com]  
**Sent:** Monday, June 11, 2012 4:40 PM  
**To:** rochelle@lfoans.com  
**Subject:** Process Confirmation - Bennett, WS # 472 C [Loan Number: [REDACTED]]

Your DocMagic OnLine Worksheet has been successfully processed!  
To access your documents, choose a document format below:  
1. [Click here](#) for documents in DSI's DocMaster (.dbk) format  
(Requires DSI's FREE DocMaster viewer program).

1164

OR

2. [Click here](#) for documents in Adobe Acrobat (.pdf) format.

FREE viewer downloads:

To download DocMaster, visit [www.docmagic.com](http://www.docmagic.com).

To download Adobe Reader, visit [www.adobe.com](http://www.adobe.com).

Your documents are also available for download at [www.docmagic.com](http://www.docmagic.com).

Your WebDocs retrieval code is: 531823-82KC-99G-3EDADEACN

**Processing Messages:**

No processing messages detected.

**Form Messages:**

SCI.MSC-E : PROVIDE A NAME AFF... The following data was NOT split at line breaks

SCI.MSC-E : (X) (X) Affidavit and Agrmnt.(X) Compl... : Data did not fit in Block

SCI.MSC-E : Data does not fit in format :AA

SCI.MSC-E : Data does not fit in format :AA

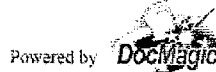
**Outstanding Audits:**

Loan Amount is greater than Appraised Value

Is mortgage insurance required? (LTV > 80%)

If you have questions, [click here](#) to visit our online support system or call (800) 649-1362.

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**RE: Bennett closing**

Friday, July 20, 2012 7:18 PM

**From:** "Jamal Wilson" <jamal@lloans.com>  
**To:** "REX RUSSO" <rexlawyer@prodigy.net>  
**Cc:** "John Bennett" <MSGR.Mike@yahoo.com>

Mr. Russo.

I believe you misunderstood the tone of my email. In no way shape or form did I intend to make a threat or issue a demand. We are taking every step to remedy the situation and have taken legal action against the title company in question. As for the MI we have contacted the MI company on the original loan of Mr. Bennett, and we are working through all the options we have. Once they contact me with possible resolutions I will again email all parties involved and take it from there. If the MI company can make a change to the policy and remove it we will be happy to take that action. I will keep everyone updated moving forward.

Jamal W

---

**From:** REX RUSSO [mailto:rexlawyer@prodigy.net]  
**Sent:** Thursday, July 19, 2012 12:46 PM  
**To:** Jamal@lloans.com  
**Cc:** John Bennett  
**Subject:** Re: Bennett closing

I hope you don't really think that I'm that stupid. My client will not be resigning anything. They have no legal obligation to do so, and if proper disclosures had been made, including the amounts required, they might have opted to not proceed.

You don't need to "remove" PMI from the loan, because it is not part of the loan. However, if PMI is continuously charged, we'll simply take legal action for the fraud. We'll see whose feet that falls on.

Your veiled threats do not impress me. Suck it up and do the right thing before it bites you.

Yours Truly,

Rex E. Russo  
2655 LeJeune Rd., PH 1-D  
Coral Gables, FL 33134

[www.FloridaPropertyLitigation.com](http://www.FloridaPropertyLitigation.com)  
Tel. 305-442-7393  
Fax 786-524-0573

--- On Mon, 7/16/12, Jamal Wilson <jamal@lloans.com> wrote:

From: Jamal Wilson <jamal@lfloans.com>  
Subject: Bennett closing  
To: [rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net)  
Date: Monday, July 16, 2012, 7:50 PM

Mr. Russo

The issue with the documents being falsified lies at the feet of the title company. We sent out a final package with PMI on all loan documents. I don't have corroboration from the title company but my thought process is that they mistakenly got the initial documentation signed realized the error and transposed the necessary docs including 1<sup>st</sup> payment letter. I am forwarding the email where on 6/11 we sent the final closing package to title company with PMI included.

I am uncertain as to why those parties chose to take action resulting in misrepresentation. However this loan indeed has PMI due to the fact that MI has to be transferred on all HARP loans during the refinance process. I am also attaching a signed 1003 and TIL from the borrower showing PMI was initially disclosed on this loan, making your client aware of PMI in this transaction. I empathize with your client and I am pursuing the incident with the title company and broker of record, and as always it is our desire to make sure the borrower is treated both well and fairly in all transactions.

Unfortunately due to the nature of HARP loans we are unable to remove PMI from this loan and do need to have these items resigned (first payment letter, escrow disclosure and TIL ) by the borrower in order to service this loan. Please bear in mind that all though there seems to be the discrepancy in signatures the Bennet's were aware of the need for PMI. We would like to move forward and continue servicing their loan but truly due to the nature of the HARP program the only way to move forward is to resign documents.

I will gladly give you a call to discuss in the morning. Thank you in advance for your time.

Jamal M. Wilson  
Owner/Founder  
LF LOANS  
1860 N. Avenida Republica de Cuba  
Tampa, FL 33605  
813.279.2641 Off  
813.464.7784 Fax  
813.453.9886 Cell

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**RE: Bennett closing**

Monday, July 30, 2012 9:42 AM

**From:** "Jamal Wilson" <jamal@lfoans.com>  
**To:** "REX RUSSO" <rexlawyer@prodigy.net>  
**Cc:** "John Bennett" <MSGR.Mike@yahoo.com>

Mr. Russo.

We have finally gotten a response from the MI company. We are able to remove the MI from this loan as an exception from the MI company. Your clients MI portion of their monthly payment will be returned and removed from any future payments. This change will be reflected in their next payment coupon. Our legal firm may want to follow up with you concerning our legal action against the title company that misrepresented your client the Bennett's. Thank you in advance for your cooperation.

---

**From:** REX RUSSO [mailto:rexlawyer@prodigy.net]  
**Sent:** Thursday, July 19, 2012 12:46 PM  
**To:** Jamal@lfoans.com  
**Cc:** John Bennett  
**Subject:** Re: Bennett closing

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Yours Truly,

Rex E. Russo  
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Coral Gables, FL 33134

[www.FloridaPropertyLitigation.com](http://www.FloridaPropertyLitigation.com)  
Tel. 305-442-7393  
Fax 786-524-0573

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Subject: Bennett closing  
To: [rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net)

Date: Monday, July 16, 2012, 7:50 PM

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**Subject:** Bennett Case  
**From:** Arthur Corrales (acorrales@arthurcorraleslaw.com)  
**To:** rexlawyer@prodigy.net;  
**Date:** Tuesday, September 24, 2013 11:22 AM

Rex:

As we discussed yesterday, prior to you filing this action and following Jamal's receipt of your email in July, 2012, detailing the problem with the mortgage insurance issue, he issued a check dated August 1, 2012 in the amount of \$5,449.86 directly to MGIC. A copy of that check is attached.

Irrespective of the foregoing and in a further showing of good faith, Jamal has authorized me to make a counter offer of \$15,000.00 to resolve the case. Quite honestly, while I am not in a position to tell you that this will be our final offer, we are currently extremely close to the point where it would be in Jamal's best interest to continue with the litigation. I am hopeful that this offer illustrates my client's desire to settle this matter as soon as possible.

I look forward to hearing from you.

Arthur S. Corrales, Esq.  
3415 West Fletcher Avenue  
Tampa, Florida 33618  
Phone: (813) 908-6300  
Fax: (813) 908-6339

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Leverage Financial DBA LF Loans 09/11  
1228 East 7th Avenue Suite 200  
Tampa, Florida 33605  
813.997.3955

GTEFCU  
711 E. Henderson  
Tampa, Florida 33602  
813.263.1827

1231

8/1/2017

PAY TO THE ORDER OF

MGIC

*Stephen J. Bull at Study...*



\$ 5,449.<sup>86</sup>/<sub>100</sub>

DOLLARS

Valid for 90 Days

*[Signature]*

MEMO

Commitment:  
22,260,535

Master Policy - 28-625-1-1110

⑆00123⑆ ⑆263182794⑆0000⑆71353785⑆

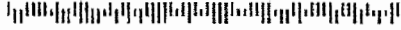


PO Box 77404  
Ewing, NJ 08628  
STATEMENT ENCLOSED

GTE Federal Credit Union DBA GTE Financial

• 0399000 00009321 09CLST 0954250 FT AF075L.iag

JOHN M BENNETT  
NANCY L BENNETT  
IN C/O LAW OFFICE OF  
REX E RUSSO-GABLES INAT'L PLZ  
2362 SE 19 CT  
HOMESTEAD FL 33035-2063



Property Address: 2362 SE 19 CT  
HOMESTEAD, FL 33035

**Loan Statement**  
Statement Date: 10/17/12  
Account Number: [REDACTED]  
Payment Due Date: 11/01/12

Item Description	Amount
<b>Balances</b>	
Principal Balance*	\$231,765.78
Escrow Balance	\$1,003.59
<b>Year-to-Date</b>	
Interest Paid	\$2,578.14
Taxes Paid	\$0.00
<b>Payment Information</b>	
Interest Rate	3.8750 %
Current Payment	\$1,237.96
Past Due Amount	
Unpaid Late Charges	
Other Fees	
<b>Total Amount Due</b>	<b>\$1,237.96</b>
*This is not a payoff amount	

Website: gtefinancial.org  
Member # [REDACTED]

Transaction Description	Due Date	Trans Date	Eff Date	Transaction Activity Since Last Statement						
				Total Received	Principal	Interest	Escrow	Optional Insurance	Unapplied	Fees
PAYMT - THANK YOU	10/12	10/02/12	10/02/12	\$1,538.88	\$345.65	\$749.59	\$243.70			

**Important Messages**

Mortgage Pay by Phone available 24 hours a day, 7 days a week. Tired of writing checks and paying postage? We offer a convenient system that automatically debits your payment each month from your checking or savings account. To take advantage of this **FREE** service, visit our website and complete the Automatic Payment (ACH) Authorization or contact Member Service.



Federally insured by NCUA.

**Important Information**

Please include your account number on all correspondence.

**Payments**  
PO Box 986  
Newark, NJ 07184-0986

**Qualified Written Requests**  
PO Box 77423  
Ewing, NJ 08628

**Tax Bills**  
6053 S. Fashion Square Drive  
Suite 200  
Murray, UT 84107

**All Other Correspondence**  
PO Box 77404  
Ewing, NJ 08628  
FAX 609-538-4005

**IMPORTANT DRAFTING INFORMATION: IF YOUR PAYMENTS ARE AUTOMATICALLY DRAFTED FROM YOUR CHECKING OR SAVINGS ACCOUNT, THE DRAFT WILL OCCUR ON YOUR SCHEDULED DRAFT DATE PROVIDED YOUR LOAN IS CURRENT OR PREPAID TWO DAYS PRIOR TO YOUR SCHEDULED DRAFT DATE.**

**Insurance**  
PO Box 202028  
Florence, SC 29502-2028  
FAX 843-413-7133

**Collections**  
PO Box 77407  
Ewing, NJ 08628  
FAX 609-538-4017

Website: gtefinancial.org  
E-mail: customerservice@loanadministration.com

Member Service/Pay By Phone: 1-866-557-5656

x

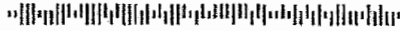




PO Box 77404  
Ewing, NJ 08628  
STATEMENT ENCLOSED

\* 0399637 000010401 09CLST 0954250 FT AF0740.1mg

JOHN M BENNETT  
NANCY L BENNETT  
IN C/O LAW OFFICE OF  
REX E RUSSO-GABLES INAT'L PLZ  
2362 SE 19 CT  
HOMESTEAD FL 33035-2063



Property Address: 2362 SE 19 CT  
HOMESTEAD, FL 33035

Statement Date: 09/18/12  
Account Number: [REDACTED]  
Payment Due Date: 10/01/12

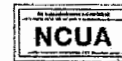
Item Description	Amount
<b>Balances</b>	
Principal Balance*	\$232,111.43
Escrow Balance	\$759.65
<b>Year-to-Date</b>	
Interest Paid	\$1,828.61
Taxes Paid	\$0.00
<b>Payment Information</b>	
Interest Rate	3.8750%
Current Payment	\$1,338.88
Past Due Amount	
Unpaid Late Charges	
Other Fees	
<b>Total Amount Due</b>	<b>\$1,338.88</b>
*This is not a payoff amount	

Website: gtefinancial.org  
Member # [REDACTED]

Transaction Description	Due Date	Trans Date	Eff Date	Transaction Activity Since Last Statement				Optional Insurance	Unapplied	Fees
				Total Received	Principal	Interest	Escrow			
PAYMT - THANK YOU	09/12	09/31/12	09/01/12	\$1,338.88	\$344.54	\$750.64	\$243.70			
MIP/PMI DISB	08/12	09/13		\$100.92			-\$100.92			M3IC MTG GUARANTY INS CO

**Important Messages**

Thank you in advance for paying timely. You save by avoiding late charges. Tired of writing checks and paying postage? We offer a convenient system that automatically debits your payment each month from your checking or savings account. To take advantage of this **FREE** service, visit our website and complete the Automatic Payment (ACH) Authorization or contact Member Service.



**Important Information**

Please include your account number on all correspondence.

**Payments**  
PO Box 986  
\*0007G2\*- Newark, NJ [REDACTED]

**Qualified Written Requests**  
PO Box 77423  
Ewing, NJ 08628

**Tax Bills**  
6053 S. Fashion Square Drive  
Suite 200  
Murray, UT 84107

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E-mail: customerservice@loanadministration.com

Member Service/Pay By Phone: 1-866-557-5656

SC0308-006

# Exhibit C



Borrower		IV. EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer U S Army 21 Mallard CT Beckley, WV 25801	<input type="checkbox"/> Self Employed	Yrs. on this job 23 yr(s) Yrs. employed in this line of work/profession 23	Name & Address of Employer Signature Health Care 1990 S Canal DR Homestead, FL 33035	<input type="checkbox"/> Self Employed	Yrs. on this job 6 yr(s) Yrs. employed in this line of work/profession 10
Position/Title/Type of Business Operations Supervisor	Business Phone (incl. area code) 304-254-2210	Position/Title/Type of Business Business office manager	Business Phone (incl. area code) 305-246-1200 x3041		

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)
	Monthly Income \$		Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)
	Monthly Income \$		Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)
	Monthly Income \$		Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)
	Monthly Income \$		Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

V. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION

Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Emp'l. Income*	\$ 5,729.17	\$ 3,254.58	\$ 8,983.75	Rent	\$	
Overtime				First Mortgage (P&I)	1,691.27	\$ 1,111.90
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance	50.58	50.58
Dividends/Interest				Real Estate Taxes		60.75
Net Rental Income				Mortgage Insurance		103.35
Other (before completing, see the notice in "describe other income" below)				Homeowner Assn. Dues	329.00	329.00
				Other:	22.92	22.92
<b>Total</b>	<b>\$ 5,729.17</b>	<b>\$ 3,254.58</b>	<b>\$ 8,983.75</b>	<b>Total</b>	<b>\$ 2,093.77</b>	<b>\$ 1,678.50</b>

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other income **Notice:** Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$



**VI. ASSETS AND LIABILITIES**

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed by that spouse or other person also.

Completed  Jointly  Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit toward purchase held by:		\$	Name and address of Company		\$ Payment/Months	\$
<b>List checking and savings accounts below</b>			SETERUS			
Name and address of Bank, S&L, or Credit Union			Acct. no. 10254003		(1,691.00) /290	218,422
Arm Forces Bank			Name and address of Company		\$ Payment/Months	\$
Acct. no.	\$	2,300	CITIMORTGAGE INC			
Name and address of Bank, S&L, or Credit Union			PO BOX 9442			
Bank of America			GAITHERSBURG, MD 20898			
Acct. no.		\$	Acct. no. [REDACTED]		(690.00) /290	65,487
Name and address of Bank, S&L, or Credit Union			Name and address of Company		\$ Payment/Months	\$
Bank of America			STARWOOD VACATION OWNE			
Acct. no.	\$	1,123	9002 SAN MARCO CT			
Name and address of Bank, S&L, or Credit Union			ORLANDO, FL 32819			
Bank of America			Acct. no. [REDACTED]		(580.00) /46	19,091
Acct. no.	\$	1,300	Name and address of Company		\$ Payment/Months	\$
Stocks & Bonds (Company name/number description)			DISCOVER FIN SVCS LLC			
Life insurance net cash value		\$	PO BOX 15316			
Face amount \$			WILMINGTON, DE 19850			
Subtotal Liquid Assets		\$	Acct. no. [REDACTED]		40.00 /R	1,370
Real estate owned (enter market value from schedule of real estate owned)		\$	Name and address of Company		\$ Payment/Months	\$
248,000			DISCOVER FIN SVCS LLC			
Vested interest in retirement fund		\$	PO BOX 15316			
90,000			WILMINGTON, DE 19850			
Net worth of business(es) owned (attach financial statement)		\$	Acct. no. [REDACTED]		48.00 /R	1,094
Automobiles owned (make and year)		\$	Name and address of Company		\$ Payment/Months	\$
2007 Pontiac		18,000	KOHL'S/CAP1			
2006 Pontiac		20,000	Acct. no. [REDACTED]		25.00 /R	130
1996 Ford Explorer		4,000	Name and address of Company			
Other Assets (itemize)		\$	Job-Related Expense (child care, union dues, etc.)		\$	
Furniture and personal property		59,000	Total Monthly Payments		\$	113.00
1966 Baracuda		30,000	Net Worth (a minus b)		\$	175,449
Total Assets a.		\$	Total Liabilities b.		\$	305,594
481,043						

**Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)**

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
2362 S E 19 CT Homestead, FL 33035		\$ 120,000	\$ 218,633	\$	\$ 1,691	\$ 380	\$
823 15 Ave NW Largo, FL 33770	R SFR	93,000	65,613	850	690		-53
Vacation Time share Hawaii		35,000	19,091		580		
Totals		\$ 248,000	\$ 303,337	\$ 850	\$ 2,961	\$ 380	\$ -53

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number



VII. DETAILS OF TRANSACTION		VIII. DECLARATIONS					
a. Purchase price	\$	If you answer "Yes" to any questions a through l, please use continuation sheet for explanation.		Borrower		Co-Borrower	
b. Alterations, improvements, repairs				Yes	No	Yes	No
c. Land (if acquired separately)				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Refinance (incl. debts to be paid off)	218,422.00			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Estimated prepaid items	1,389.69			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Estimated closing costs	12,975.65			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. PMI, MIP, Funding Fee				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Discount (if Borrower will pay)				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Total costs (add items a through h)	232,787.34			(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of Lender, FHA or VA case number, if any, and reasons for the action.)			
j. Subordinate financing				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
k. Borrower's closing costs paid by Seller				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
l. Other Credits (explain)				<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	232,900.00			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
n. PMI, MIP, Funding Fee financed		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
o. Loan amount (add m & n)	232,900.00	(1) What type of property did you own-principal residence (PR), second home (SH), or investment property (IP)?		PR	PR		
p. Cash from/to Borrower (subtract j, k, l & o from i)	-112.66	(2) How did you hold title to the home-solely by yourself (S), jointly with your spouse (SP), or jointly with another person (O)?		SP	SP		

### IX. ACKNOWLEDGEMENT AND AGREEMENT

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, processors, attorneys, insurers, servicers, successors and assigns and agrees and acknowledges that (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of this information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "Loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all statements made in this application are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in the application, and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the Loan; (8) in the event that my payments on the Loan become delinquent, the Lender, its servicers, successors, or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the Loan and/or administration of the Loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation or warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

**Acknowledgement.** Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency.

**Right to Receive Copy of Appraisal.** I/we have the right to a copy of the appraisal report used in connection with this application for credit. To obtain a copy, I/we must send Creditor a written request at the mailing address Creditor has provided. Creditor must hear from us no later than 90 days after Creditor notifies me/us about the action taken on this application, or I/we withdraw this application.

If you would like a copy of the appraisal report, contact: **Advance Mortgage Lending, Inc 432 Como Ave Coral Gables, FL 33146**

Borrower's Signature <i>X John M Bennett</i>	Date <i>5/9/2012</i>	Co-Borrower's Signature <i>X Nancy J Bennett</i>	Date <i>5-9-2012</i>
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### X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosures satisfy all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

<b>BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information	<b>CO-BORROWER</b> <input type="checkbox"/> I do not wish to furnish this information
Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input checked="" type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander	Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input checked="" type="checkbox"/> White <input type="checkbox"/> Native Hawaiian or Other Pacific Islander
Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	Sex: <input checked="" type="checkbox"/> Female <input type="checkbox"/> Male

### To be Completed by Loan Originator:

This information was provided:  
 In a face-to-face interview  By the applicant and submitted by fax or mail  
 In a telephone interview  By the applicant and submitted via e-mail or the internet

Loan Originator's Signature <i>X [Signature]</i>	Date <b>04/06/2012</b>
Loan Originator's Name (print or type) <b>A J Jurdi</b>	Loan Originator Identifier <b>379988</b>
Loan Origination Company's Name <b>Advance Mortgage Lending, Inc</b>	Loan Origination Company Identifier <b>388021</b>
<b>(P) 305-371-8181 (F) 305-661-8417</b>	Loan Originator's Phone Number (including area code) <b>305-371-8181</b>
Uniform Residential Loan Application Freddie Mac Form 65 7/05 (rev. 6/09)	Loan Origination Company's Address <b>432 Como Ave Coral Gables, FL 33146</b>

**Continuation Sheet/Residential Loan Application**

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower: <b>John M Bennett</b>	Agency Case Number:
Co-Borrower: <b>Nancy L Bennett</b>	Lender Case Number:

**VI. ASSETS AND LIABILITIES**

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union <b>Bank of America Military bank</b>		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$ <b>773</b>	Acct. No.		
Name and address of Bank, S&L, or Credit Union <b>Bank of America Military Bank</b>		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$ <b>6,537</b>	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		

I/We fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: <b>(X) John M Bennett</b>	Date: <b>5/9/2012</b>	Co-Borrower's Signature: <b>(X) Nancy L Bennett</b>	Date: <b>5-9-12</b>
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## TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicants: **John M Bennett / Nancy L Bennett**  
 Property Address: **2362 S E 19 CT**  
**Homestead, FL 33035**  
 Application No: **John Bennett File**

Prepared By: **Advance Mortgage Lending, Inc**  
**432 Como Ave**  
**Coral Gables, FL 33146**  
 Date Prepared: **04/09/2012**      **Ph: 305-371-8181**

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after making all payments as scheduled
<b>* 4.747 %</b>	<b>\$ * 204,590.18</b>	<b>\$ * 232,900.00</b>	<b>\$ * 437,490.18</b>

**REQUIRED DEPOSIT:** The annual percentage rate does not take into account your required deposit

**There is no guarantee that you will be able to refinance to lower your rate and payments**

### INTEREST RATE AND PAYMENT SUMMARY

#### Rate & Monthly Payment

Interest Rate	4.000 %
Principal + Interest Payment	\$ 1,111.90
Est. Taxes + Insurance (Escrow) - Includes Private Mortgage Insurance	\$ 237.60
<b>Total Est. Monthly Payment</b>	<b>\$ 1,349.50</b>

**DEMAND FEATURE:** This obligation has a demand feature.

**VARIABLE RATE FEATURE:** This loan contains a variable rate feature. A variable rate disclosure has been provided earlier.

**SECURITY:** You are giving a security interest in: **2362 S E 19 CT, Homestead FL 33035**

The goods or property being purchased     Real property you already own.

**FILING FEES: \$ 195.00**

**LATE CHARGE:** If a payment is more than **15** days late, you will be charged **5.000** % of the payment.

**PREPAYMENT:** If you pay off early, you  may  will not have to pay a penalty.  
 may  will not be entitled to a refund of part of the finance charge.



# Exhibit D



# Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when  the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or  the income or assets of the Borrower's spouse or other person who has community property rights pursuant to state law will not be used as a basis for loan qualification, but his or her liabilities must be considered because the spouse or other person has community property rights pursuant to applicable law and Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

If this is an application for joint credit, Borrower and Co-Borrower each agree that we intend to apply for joint credit (sign below):

John M Bennett Borrower      Nancy L Bennett Co-Borrower

I. TYPE OF MORTGAGE AND TERMS OF LOAN					
Mortgage Applied for:	<input type="checkbox"/> VA <input type="checkbox"/> FHA	<input checked="" type="checkbox"/> Conventional <input type="checkbox"/> USDA/Rural Housing Service	<input type="checkbox"/> Other (explain):	Agency Case Number	Lender Case Number
Amount \$	232,100	Interest Rate	4.000 %	No. of Months	360/360
Amortization Type:		<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain):			
		<input type="checkbox"/> GPM <input type="checkbox"/> ARM (type):			

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, & ZIP)	No. of Units
2362 S E 19 CT, Homestead, FL 33035 County: Miami-Dade	1
Legal Description of Subject Property (attach description if necessary)	Year Built
	2005

Purpose of Loan	<input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:
	<input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction-Permanent	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

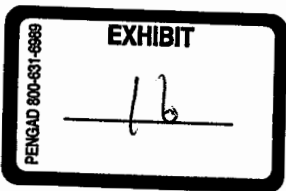
Complete this line if construction or construction-permanent loan.				
Year Lot Acquired	Original Cost	Amount Existing Liens	(a) Present Value of Lot	(b) Cost of Improvements
\$	\$	\$	\$	\$
Total (a+b) \$				

Complete this line if this is a refinance loan.				
Year Acquired	Original Cost	Amount Existing Liens	Purpose of Refinance	Describe Improvements
2005	\$ 265,000	\$ 218,633	Limited Cash-Out Rate/Term	Cost: \$
<input type="checkbox"/> made <input type="checkbox"/> to be made				

Title will be held in what Name(s)	Manner in which Title will be held	Estate will be held in:
John M Bennett Nancy L Bennett	Joint tenants	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
Sources of Down Payment, Settlement Charges and/or Subordinate Financing (explain)		

Borrower				Co-Borrower			
III. BORROWER INFORMATION							
Borrower's Name (include Jr. or Sr. if applicable)				Co-Borrower's Name (include Jr. or Sr. if applicable)			
John M Bennett				Nancy L Bennett			
Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School	Social Security Number	Home Phone (incl. area code)	DOB (mm/dd/yyyy)	Yrs. School
306-54-8962	██████████ 9	10/20/1950		298-48-5275	306-230-6069	05/12/1949	
<input checked="" type="checkbox"/> Married (includes registered domestic partners)		Dependents (not listed by Co-Borrower)		<input checked="" type="checkbox"/> Married (includes registered domestic partners)		Dependents (not listed by Borrower)	
<input type="checkbox"/> Unmarried (includes single, divorced, widowed)		No. 0		<input type="checkbox"/> Unmarried (includes single, divorced, widowed)		No. 0	
<input type="checkbox"/> Separated		Ages		<input type="checkbox"/> Separated		Ages	
Present Address (street, city, state, ZIP/country) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent 6 No. Yrs.				Present Address (street, city, state, ZIP/country) <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent 6 No. Yrs.			
2362 S E 19 CT Homestead, FL 33035 / United States				2362 S E 19 CT Homestead, FL 33035 / United States			
Mailing Address, if different from Present Address				Mailing Address, if different from Present Address			

If residing at present address for less than two years, complete the following:			
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yrs.	Former Address (street, city, state, ZIP)
Former Address (street, city, state, ZIP)	<input type="checkbox"/> Own <input type="checkbox"/> Rent	No. Yrs.	Former Address (street, city, state, ZIP)



Borrower		EMPLOYMENT INFORMATION		Co-Borrower	
Name & Address of Employer U S Army 21 Mallard CT Beckley, WV 25801	<input type="checkbox"/> Self Employed	Yrs. on this job 23 yrs Yrs. employed in this line of work/profession 23	Name & Address of Employer Signature Health Care 1990 S Canal DR Homestead, FL 33036	<input type="checkbox"/> Self Employed	Yrs. on this job 9 yr(s) Yrs. employed in this line of work/profession 10
Position/Title/Type of Business Operations Supervisor	Business Phone (incl. area code) 304-254-2210	Position/Title/Type of Business Business office manager	Business Phone (incl. area code) 305-246-1200 x3041		

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)		
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)		
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)		
Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$	Name & Address of Employer <input type="checkbox"/> Self Employed	Dates (from-to)	Monthly Income \$
Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)		

VI. MONTHLY INCOME AND COMBINED HOUSING EXPENSE INFORMATION						
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income*	\$ 5,729.17	\$ 3,254.58	\$ 8,983.75	Rent	\$	
Overtime				First Mortgage (P&I)	1,691.27	\$ 1,108.08
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance	50.58	50.58
Dividends/Interest				Real Estate Taxes		60.75
Net Rental Income				Mortgage Insurance		103.35
Other (before completing, see the notice in "describe other income" above)				Homeowner Assn. Dues	329.00	329.00
				Other:	22.92	22.92
<b>Total</b>	<b>\$ 5,729.17</b>	<b>\$ 3,254.58</b>	<b>\$ 8,983.75</b>	<b>Total</b>	<b>\$ 2,683.77</b>	<b>\$ 1,674.85</b>

\* Self Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income: **Notice:** Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount
	\$



**VI. ASSETS AND LIABILITIES**

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly presented on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a non-applicant spouse or other person, this Statement and supporting schedules must be completed by that spouse or other person also.

Completed  Jointly  Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		
Cash deposit (award purchase held by):		\$	Name and address of Company		
Life checking and savings accounts below:			SETERUS		
Name and address of Bank, S&L, or Credit Union Amw Forces Bank			Acct. no. 10254003		
Acct. no.		\$ 2,300	Name and address of Company CITIMORTGAGE INC PO BOX 9442 GATHERSBURG, MD 20898		
Name and address of Bank, S&L, or Credit Union Bank of America			Acct. no. 2003542487		
Acct. no.		\$ 1,133	Name and address of Company STARWOOD VACATION OWNE 9002 SAN MARCO CT ORLANDO, FL 32819		
Name and address of Bank, S&L, or Credit Union Bank of America			Acct. no. 2501304797		
Acct. no.		\$ 1,300	Name and address of Company DISCOVER FIN SVCS LLC PO BOX 15316 WILMINGTON, DE 19850		
Stocks & Bonds (Company name/number description)		\$	Acct. no. 601100600017		
Life insurance: net cash value		\$	Name and address of Company KQHLS/CAP1		
Face amount \$					
Subtotal Liquid Assets		\$ 12,043	Acct. no. 8392059325351153		
Real estate owned (enter market value from schedule of real estate owned)		\$ 248,000	Name and address of Company		
Vested interest in retirement fund		\$ 50,000			
Net worth of business(es) owned (attach financial statement)		\$	Acct. no.		
Automobiles owned (make and year)		\$	Alimony/Child Support/Separate Maintenance Payments Owed to:		
2007 Pontiac		18,000			
2006 Pontiac		20,000			
1998 Ford Explorer		4,000			
Other Assets (itemize)		\$	Job-Related Expense (child care, union dues, etc.)		
Furniture and personal property		59,000			
1965 Baracuda		30,000			
Total Assets a.		\$ 461,043	Net Worth (a minus b)		\$ 175,679
			Total Liabilities b.		\$ 305,364

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet)

Property Address (enter S if sold, PS if pending sale or R if rental being held for income)	Type of Property	Present Market Value	Amount of Mortgages & Liens	Gross Rental Income	Mortgage Payments	Insurance, Maintenance, Taxes & Misc.	Net Rental Income
2382 S E 18 CT Homestead, FL 33035		\$ 120,000	\$ 218,633	\$	\$ 1,691	\$ 380	\$
823 15 Ave NW Largo, FL 33770	R SFR	93,000	65,613	350	690		-53
Vacation Time share Hawaii		35,000	19,091		580		
Totals		\$ 248,000	\$ 303,337	\$ 850	\$ 2,961	\$ 380	\$ -53

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Alternate Name	Creditor Name	Account Number



VI. DETAILS OF TRANSACTION		VII. DECLARATIONS			
a. Purchase price	\$	If you answer "Yes" to any questions a through i, please use continuation sheet for explanation.		Borrower	Co-Borrower
b. Alterations, improvements, repairs		a. Are there any outstanding judgments against you?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
c. Land (if acquired separately)		b. Have you been declared bankrupt within the past 7 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
d. Refinance (incl. debts to be paid off)	216,633.00	c. Have you had property foreclosed upon or given title or deed in lieu thereof in the last 7 years?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
e. Estimated prepaid items	607.50	d. Are you a party to a lawsuit?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
f. Estimated closing costs	12,774.82	e. Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
g. PMI, MIP, Funding Fee		<small>(This would include such loans as home mortgage loans, SBA loans, home improvement loans, educational loans, manufactured (mobile) home loans, any mortgage, financial obligation, bond, or loan guarantee. If "Yes," provide details, including date, name, and address of lender, FHA or VA case number, if any, and reason for the action.)</small>			
h. Discount (if Borrower will pay)		f. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
i. Total costs (add items a through h)	232,015.42	g. Are you obligated to pay alimony, child support, or separate maintenance?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
j. Subordinate financing		h. Is any part of the down payment borrowed?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
k. Borrower's closing costs paid by Seller		i. Are you a co-maker or endorser on a note?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
l. Other Credits (explain)		j. Are you a U.S. citizen?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
m. Loan amount (exclude PMI, MIP, Funding Fee financed)	232,100.00	k. Are you a permanent resident alien?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
n. PMI, MIP, Funding Fee financed		l. Do you intend to occupy the property as your primary residence?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
o. Loan amount (add m & n)	232,100.00	If "Yes," complete question to below.			
p. Cash from/to Borrower (subtract l, k, & o from i)	-54.58	m. Have you had an ownership interest in a property in the last three years?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
		(1) What type of property did you own: principal residence (PR), second home (SH), or investment property (IP)?	PR	PR	
		(2) How did you hold title to the home: solely by yourself (S), jointly with your spouse (SP), or jointly with another person (JP)?	SP	SP	

**IX. ACKNOWLEDGEMENT AND AGREEMENT**

Each of the undersigned specifically represents to Lender and to Lender's actual or potential agents, brokers, insurers, servicers, successors and assigns and agrees and acknowledges that: (1) the information provided in this application is true and correct as of the date set forth opposite my signature and that any intentional or negligent misrepresentation of the information contained in this application may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that I have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Sec. 1001, et seq.; (2) the loan requested pursuant to this application (the "loan") will be secured by a mortgage or deed of trust on the property described in this application; (3) the property will not be used for any illegal or prohibited purpose or use; (4) all applications are made for the purpose of obtaining a residential mortgage loan; (5) the property will be occupied as indicated in this application; (6) the Lender, its servicers, successors or assigns may retain the original and/or an electronic record of this application, whether or not the loan is approved; (7) the Lender and its agents, brokers, insurers, servicers, successors and assigns may continuously rely on the information contained in this application; and I am obligated to amend and/or supplement the information provided in this application if any of the material facts that I have represented herein should change prior to closing of the loan; (8) in the event that my payments on the loan become delinquent, the Lender, its servicers, successors or assigns may, in addition to any other rights and remedies that it may have relating to such delinquency, report my name and account information to one or more consumer credit reporting agencies; (9) ownership of the loan and/or administration of the loan account may be transferred with such notice as may be required by law; (10) neither Lender nor its agents, brokers, insurers, servicers, successors or assigns has made any representation of warranty, express or implied, to me regarding the property or the condition or value of the property; and (11) my transmission of this application as an "electronic record" containing my "electronic signature," or those terms as defined in applicable federal and/or state law (excluding so-called "recordings"), or my facsimile transmission of this application containing a facsimile of my signature, shall be as effective, enforceable and valid as if a paper version of this application were delivered containing my original written signature.

**Acknowledgment:** Each of the undersigned hereby acknowledges that any owner of the Loan, its servicers, successors and assigns, may verify or reverify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate purpose through any source, including a source named in this application or a consumer reporting agency.

**Right to Receive Copy of Appraisal:** We have the right to a copy of the appraisal report used in connection with this application for credit. To obtain a copy, we must send Creditor a written request at the mailing address Creditor has provided. Creditor must hear from us no later than 30 days after Creditor notifies me/us about the action taken on this application, or I/we withdraw this application.

If you would like a copy of the appraisal report, contact: **Advance Mortgage Lending, Inc. 432 Como Ave. Coral Gables, FL 33146**

Borrower's Signature: John M. Bennett Date: 4/17/2012 Co-Borrower's Signature: Nancy J. Bennett Date: 4-17-2012

**X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES**

The following information is requested by the Federal Government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing and home mortgage disclosure laws. You are not required to furnish this information, but are encouraged to do so. The law provides that a Lender may not discriminate either on the basis of this information, or on whether you choose to furnish it. If you furnish the information, please provide both ethnicity and race. For race, you may check more than one designation. If you do not furnish ethnicity, race, or sex, under Federal regulations, this lender is required to note the information on the basis of visual observation and surname if you have made this application in person. If you do not wish to furnish the information, please check the box below. (Lender must review the above material to assure that the disclosure satisfies all requirements to which the lender is subject under applicable state law for the particular type of loan applied for.)

<b>BORROWER</b>	<input type="checkbox"/> I do not wish to furnish this information.	<b>CO-BORROWER</b>	<input type="checkbox"/> I do not wish to furnish this information.
Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino	Ethnicity:	<input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino
Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White	Race:	<input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input checked="" type="checkbox"/> White
Sex:	<input type="checkbox"/> Female <input checked="" type="checkbox"/> Male	Sex:	<input checked="" type="checkbox"/> Female <input type="checkbox"/> Male

To be Completed by Loan Originator:  
 This information was provided:  
 in a face-to-face interview  By the applicant and submitted by fax or mail  
 in a telephone interview  By the applicant and submitted via e-mail or the internet.

Loan Originator's Signature: [Signature] Date: 04/06/2012

Loan Originator's Name (print or type): A.J. Jurd Loan Originator Identifier: 379988 Loan Originator's Phone Number (including area code): 305-371-8181

Loan Origination Company's Name: Advance Mortgage Lending, Inc. Loan Origination Company Identifier: 389021 Loan Origination Company's Address: 432 Como Ave Coral Gables, FL 33146



**Continuation Sheet/Residential Loan Application**

Use this continuation sheet if you need more space to complete the Residential Loan Application. Mark B for Borrower or C for Co-Borrower.

Borrower: <b>John M Bennett</b>	Agency Case Number:
Co-Borrower: <b>Nancy L Bennett</b>	Lender Case Number:

**VI ASSETS AND LIABILITIES**

ASSETS	Cash or Market Value	LIABILITIES	Monthly Payment & Months Left to Pay	Unpaid Balance
Name and address of Bank, S&L, or Credit Union <b>Bank of America Military bank</b>		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$ <b>773</b>	Acct. No.		
Name and address of Bank, S&L, or Credit Union <b>Bank of America Military Bank</b>		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$ <b>8,537</b>	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		
Name and address of Bank, S&L, or Credit Union		Name and address of Company	\$ Payt./Mos.	\$
Acct. no.	\$	Acct. No.		

I/we fully understand that it is a Federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as applicable under the provisions of Title 18, United States Code, Section 1001, et seq.

Borrower's Signature: <i>John M Bennett</i>	Date: <i>4/17/2012</i>	Co-Borrower's Signature: <i>Nancy L Bennett</i>	Date: <i>4-17-2012</i>
--	---------------------------	--	---------------------------



### TRUTH-IN-LENDING DISCLOSURE STATEMENT

(THIS IS NEITHER A CONTRACT NOR A COMMITMENT TO LEND)

Applicants: John M Bennett / Nancy L Bennett  
 Property Address: 2362 S E 19 CT  
 Homestead, FL 33035  
 Application No: John Bennett File

Prepared By: Advance Mortgage Lending, Inc.  
 432 Como Ave  
 Coral Gables, FL 33146  
 Date Prepared: 04/09/2012 P#: 305-371-8181

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after making all payments as scheduled
* 4.755 %	\$ * 204,015.66	\$ * 232,100.00	\$ * 436,115.66

**REQUIRED DEPOSIT:** The annual percentage rate does not take into account your required deposit.  
**There is no guarantee that you will be able to refinance to lower your rate and payments**

#### INTEREST RATE AND PAYMENT SUMMARY

	Rate & Monthly Payment
Interest Rate	4.000 %
Principal + Interest Payment	\$ 1,108.08
Est. Taxes + Insurance (Escrow) - Includes Private Mortgage Insurance	\$ 237.60
<b>Total Est. Monthly Payment</b>	<b>\$ 1,345.68</b>

- DEMAND FEATURE:** This obligation has a demand feature.
- VARIABLE RATE FEATURE:** This loan contains a variable-rate feature. A variable rate disclosure has been provided earlier.

**SECURITY:** You are giving a security interest in: 2362 S E 19 CT, Homestead FL 33035

The goods or property being purchased  Real property you already own.

**FILING FEES:** \$ 195.00

**LATE CHARGE:** If a payment is more than 15 days late, you will be charged 5.000 % of the payment.

**PREPAYMENT:** If you pay off early, you  may  will not have to pay a penalty.  
 may  will not be entitled to a refund of part of the finance charge.

Application No: John Bennett File

Date Prepared: 04/09/2012

**CREDIT LIFE/CREDIT DISABILITY:**

Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the additional cost.

Type	Premium	Signature
Credit Life		I want credit life insurance. Signature:
Credit Disability		I want credit disability insurance. Signature:
Credit Life and Disability		I want credit life and disability insurance. Signature:

**INSURANCE:**

The following insurance is required to obtain credit:

- Credit life insurance
- Credit disability
- Property insurance
- Flood insurance

You may obtain the insurance from anyone you want that is acceptable to creditor.

- If you purchase  property  flood insurance from creditor you will pay \$ \_\_\_\_\_ for a one year term.

**ASSUMPTION:**

Someone buying your property

- may
- may, subject to conditions
- may not assume the remainder of your loan on the original terms.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

- \* means an estimate
- all dates and numerical disclosures except the late payment disclosures are estimates.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

**THE UNDERSIGNED ACKNOWLEDGES RECEIVING A COMPLETED COPY OF THIS DISCLOSURE.**

John M Bennett 4/17/2012  
 Applicant John M Bennett Date

Nancy L Bennett 4-17-2012  
 Applicant Nancy L Bennett Date

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Applicant \_\_\_\_\_ Date \_\_\_\_\_

Lender [Signature] Date \_\_\_\_\_

# Exhibit E

Law Offices of  
**REX E. RUSSO**  
*Attorneys and Counselors at Law*  
GABLES INTERNATIONAL PLAZA  
2655 LEJEUNE ROAD, PH 1-D  
CORAL GABLES, FLORIDA 33134

Telephone 305-442-7393  
Fax 786-524-0573

RexLawyer@prodigy.net  
www.FloridaPropertyLitigation.com

July 10, 2012

GTE Federal Credit Union  
P.O. Box 77404  
Ewing, NJ 08628

Re: Bennett -v- GTE/LF Loans  
Borrowers: John M. Bennett, Nancy L. Bennett  
Property Address: 2362 SE 19<sup>th</sup> CT, Homestead, FL 33035  
Account #: [REDACTED]  
Orig. Loan # [REDACTED]

Gentry:

This office represents the borrowers, John and Nancy Bennett.

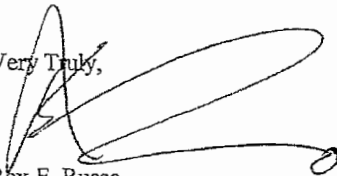
Recent correspondence sent by you to my clients included your Loan Statement, a copy of the Payment Letter to Borrower supposedly signed at the time of closing, and the Initial Escrow Account Disclosure Statement supposedly presented to the borrowers at closing. Your Loan Statement includes an amount that is exactly \$100.92 higher than any of the prior disclosures given to the borrowers at closing due to the inclusion of PMI Insurance. Be advised, the Payment Letter to Borrower you presented is not the same as the one signed by the borrowers at closing and undoubtedly contains forged signatures. The one actually signed by the borrowers and presented by them to me for my review includes no amount for PMI Insurance. I have enclosed a copy of both the Payment Letter to Borrower sent by you and a copy of the Payment Letter to Borrower actually signed at closing for your comparison.

None of the many loan documents that were signed at closing (including the HUD-1, and Truth-In-Lending Disclosure Statement), and presented by the borrowers for my review, contain an amount for PMI. We suspect that the entire loan package you received from LF Loans was forged and request that you send us a copy for examination. The Initial Escrow Account Disclosure Statement you present was not part of the borrowers' closing package and is conspicuously missing the borrowers' initials which were placed on all closing documents other than those containing full signatures.

The borrowers have no contractual obligation to pay the amount in your Loan Statement and have no desire to acquire PMI insurance. Accordingly, any payments you receive in furtherance of your Loan Statement will be under protest to the extent the statement includes an amount for PMI, whether the protest is stated on the borrowers' check or not.

I have instructed the borrowers to send you payment for the full amount stated in your Loan Statement under protest so that your system does not automatically and improperly trigger an apparent default condition. However, we demand that this matter be fully rectified within 60 days. Failure to fully rectify this matter within that time will lead to the filing of legal action. In order to fully rectify this matter you must not only correct your Loan Statement and purge all of the fraudulent documents in order to avoid a repetition of the fraud through further transfer of the mortgage instruments, but you must also pay compensation for the fees and costs suffered by the borrowers, as well as credit back to them the overpayments for the improperly charged PMI.

To date the borrowers attorney's fees paid are \$200.00 with an anticipated additional amount of \$300.00 to become due. Accordingly, you should issue a payment or credit to the borrowers for \$200.00 and send a separate check for \$300.00 made payable to me at the address above.

Very Truly,  
  
Rex E. Russo

enc.

cc: John & Nancy Bennett

cc: GTE, P.O. Box 202028, Florence, SC 29502-2028  
GTE, P.O. Box 986, Newark, NJ 07184-0986  
GTE, P.O. Box 77423, Ewing, NJ 08628  
GTE by fax to 609-538-4017  
GTE by fax to 843-413-7133  
GTE by fax to 609-538-4005  
GTE by email to: [customerservice@loanadministration.com](mailto:customerservice@loanadministration.com)

cc: Leverage Financial d/b/a LF Loans, 1860 N. Avenida Republica de Cuba, Suite A, Tampa, FL 33605

cc: Stewart Title Company, 7480 Bird Road, Suite 510, Miami, FL 33155

147

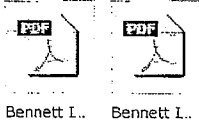


# Exhibit F

**Bennett closing**

Monday, July 16, 2012 7:50 PM

**From:** "Jamal Wilson" <jamal@lfoans.com>  
**To:** rexlawyer@prodigy.net  
2 Files (4266KB)



Mr. Russo

The issue with the documents being falsified lies at the feet of the title company. We sent out a final package with PMI on all loan documents. I don't have corroboration from the title company but my thought process is that they mistakenly got the initial documentation signed realized the error and transposed the necessary docs including 1<sup>st</sup> payment letter. I am forwarding the email where on 6/11 we sent the final closing package to title company with PMI included.

I am uncertain as to why those parties chose to take action resulting in misrepresentation. However this loan indeed has PMI due to the fact that MI has to be transferred on all HARP loans during the refinance process. I am also attaching a signed 1003 and TIL from the borrower showing PMI was initially disclosed on this loan, making your client aware of PMI in this transaction. I empathize with your client and I am pursuing the incident with the title company and broker of record, and as always it is our desire to make sure the borrower is treated both well and fairly in all transactions.

Unfortunately due to the nature of HARP loans we are unable to remove PMI from this loan and do need to have these items resigned (first payment letter, escrow disclosure and TIL ) by the borrower in order to service this loan. Please bear in mind that all though there seems to be the discrepancy in signatures the Bennet's were aware of the need for PMI. We would like to move forward and continue servicing their loan but truly due to the nature of the HARP program the only way to move forward is to resign documents.

I will gladly give you a call to discuss in the morning. Thank you in advance for your time.

Jamal M. Wilson  
Owner|Founder  
LF LOANS  
1860 N. Avenida Republica de Cuba  
Tampa, FL 33605  
813.279.2641 Off  
813.464.7784 Fax  
813.453.9886 Cell

**CONFIDENTIALITY NOTICE:** This email is confidential and is intended solely for the use of the individual or entity to which it is addressed. If you are not the intended recipient or the person responsible for delivering the email to the intended recipient, be advised that you have received this email in error and that any use, dissemination, forwarding, printing or copying of this email is strictly prohibited. If you have received this email in error, please immediately delete the transmission and notify LF LOANS at (813) 297-2641

# Exhibit G



RE: Bennett closing

Friday, July 20, 2012 7:18 PM

**From:** "Jamal Wilson" <jamal@lfoans.com>  
**To:** "REX RUSSO" <rexlawyer@prodigy.net>  
**Cc:** "John Bennett" <MSGR.Mike@yahoo.com>

Mr. Russo.

I believe you misunderstood the tone of my email. In no way shape or form did I intend to make a threat or issue a demand. We are taking every step to remedy the situation and have taken legal action against the title company in question. As for the MI we have contacted the MI company on the original loan of Mr. Bennett, and we are working through all the options we have. Once they contact me with possible resolutions I will again email all parties involved and take it from there. If the MI company can make a change to the policy and remove it we will be happy to take that action. I will keep everyone updated moving forward.

Jamal W

---

**From:** REX RUSSO [mailto:rexlawyer@prodigy.net]  
**Sent:** Thursday, July 19, 2012 12:46 PM  
**To:** Jamal@lfoans.com  
**Cc:** John Bennett  
**Subject:** Re: Bennett closing

I hope you don't really think that I'm that stupid. My client will not be resigning anything. They have no legal obligation to do so, and if proper disclosures had been made, including the amounts required, they might have opted to not proceed.

You don't need to "remove" PMI from the loan, because it is not part of the loan. However, if PMI is continuously charged, we'll simply take legal action for the fraud. We'll see whose feet that falls on.

Your veiled threats do not impress me. Suck it up and do the right thing before it bites you.

Yours Truly,

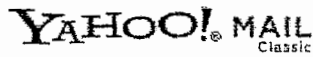
Rex E. Russo  
2655 LeJeune Rd., PH 1-D  
Coral Gables, FL 33134

[www.FloridaPropertyLitigation.com](http://www.FloridaPropertyLitigation.com)  
Tel. 305-442-7393  
Fax 786-524-0573

--- On Mon, 7/16/12, Jamal Wilson <jamal@lfoans.com> wrote:

# Exhibit H





RE: Bennett closing

Monday, July 30, 2012 9:42 AM

From: "Jamal Wilson" <jamal@lfoans.com>  
To: "REX RUSSO" <rexlawyer@prodigy.net>  
Cc: "John Bennett" <MSGR.Mike@yahoo.com>

Mr. Russo.

We have finally gotten a response from the MI company. We are able to remove the MI from this loan as an exception from the MI company. Your clients MI portion of their monthly payment will be returned and removed from any future payments. This changed will be reflected in their next payment coupon. Our legal firm may want to follow up with you concerning our legal action against the title company that misrepresented your client the Bennett's. Thank you in advance for your cooperation.

From: REX RUSSO [mailto:rexlawyer@prodigy.net]  
Sent: Thursday, July 19, 2012 12:46 PM  
To: Jamal@lfoans.com  
Cc: John Bennett  
Subject: Re: Bennett closing

I hope you don't really think that I'm that stupid. My client will not be resigning anything. They have no legal obligation to do so, and if proper disclosures had been made, including the amounts required, they might have opted to not proceed.

You don't need to "remove" PMI from the loan, because it is not part of the loan. However, if PMI is continuously charged, we'll simply take legal action for the fraud. We'll see whose feet that falls on.

Your veiled threats do not impress me. Suck it up and do the right thing before it bites you.

Yours Truly,

Rex E. Russo  
2655 LeJeune Rd., PH 1-D  
Coral Gables, FL 33134

[www.FloridaPropertyLitigation.com](http://www.FloridaPropertyLitigation.com)  
Tel. 305-442-7393  
Fax 786-524-0573

--- On Mon, 7/16/12, Jamal Wilson <jamal@lfoans.com> wrote:

From: Jamal Wilson <jamal@lfoans.com>  
Subject: Bennett closing  
To: [rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net)

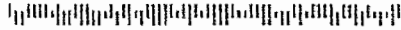
# Exhibit I



PO Box 77404  
Ewing, NJ 08628  
STATEMENT ENCLOSED

0399000 00009321 09CLST 0954250 FT AF07SL .img

JOHN M BENNETT  
NANCY L BENNETT  
IN C/O LAW OFFICE OF  
REX E RUSSO-GABLES INAT'L PLZ  
2382 SE 19 CT  
HOMESTEAD FL 33035-2063



Property Address: 2382 SE 19 CT  
HOMESTEAD, FL 33035

Statement Date: 10/17/12  
Account Number: [REDACTED]  
Payment Due Date: 11/01/12

Item Description	Amount
<b>Balances</b>	
Principal Balance	\$231,765.78
Escrow Balance	\$1,003.59
<b>Year-to-Date</b>	
Interest Paid	\$2,578.14
Taxes Paid	\$0.00
<b>Payment Information</b>	
Interest Rate	3.8750%
Current Payment	\$1,237.96
Past Due Amount	
Unpaid Late Charges	
Other Fees	
<b>Total Amount Due</b>	<b>\$1,237.96</b>
*This is not a payoff amount	

Website: gfefinancial.org  
Member # [REDACTED]

Transaction Description	Due Date	Trans Date	Eff Date	Transaction Activity Since Last Statement				Optional Insurance	Unapplied	Fees
				Total Received	Principal	Interest	Escrow			
PAYMT - THANK YOU	10/12	10/02/12	10/02/12	\$1,238.88	\$345.65	\$749.53	\$243.70			

Important Messages

Mortgage Pay by Phone available 24 hours a day, 7 days a week. Tired of writing checks and paying postage? We offer a convenient system that automatically debits your payment each month from your checking or savings account. To take advantage of this **FREE** service, visit our website and complete the Automatic Payment (ACH) Authorization or contact Member Service.



Federally insured by NCUA.

Important Information

Please include your account number on all correspondence.

Payments  
PO Box 986  
Newark, NJ 07184-0986

Qualified Written Requests  
PO Box 77423  
Ewing, NJ 08628

Tax Bills  
6053 S. Fashion Square Drive  
Suite 200  
Murray, UT 84107

IMPORTANT DRAFTING INFORMATION: IF YOUR PAYMENTS ARE AUTOMATICALLY DRAFTED FROM YOUR CHECKING OR SAVINGS ACCOUNT, THE DRAFT WILL OCCUR ON YOUR SCHEDULED DRAFT DATE PROVIDED YOUR LOAN IS CURRENT OR PREPAID TWO DAYS PRIOR TO YOUR SCHEDULED DRAFT DATE.

Insurance  
PO Box 202028  
Florence, SC 29502-2028  
FAX 843-413-7133

Collections  
PO Box 77407  
Ewing, NJ 08628  
FAX 609-538-4017

All Other Correspondence  
PO Box 77404  
Ewing, NJ 08628  
FAX 609-538-4005

Website: gfefinancial.org  
E-mail: customerservice@loanadministration.com

Member Service/Pay By Phone: 1-866-557-5656

x

# Exhibit J



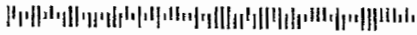
PO Box 77404  
Ewing, NJ 08628

⑆0402336 00000061 09CEE3 0953039 FT 301



Federally insured by NCUA.

JOHN M BENNETT  
NANCY L BENNETT  
IN C/O LAW OFFICE OF  
REX E RUSSO-GABLES INAT'L PLZ  
2362 SE 19TH CT  
HOMESTEAD FL 33035-2063



11/14/12

Page 1 of 1

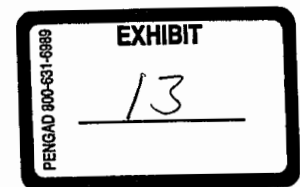
Re: Loan No. [REDACTED]

Dear Valued Member(s):

The attached check represents a release of funds from your escrow account.

Sincerely,

GTE Financial  
gtefinancial.org  
Member Service 866-557-5656



⑆SX0371-000

 <small>GTE Federal Lender Member NCUA GTE Financial</small>	DRAWN ON CENLAR FSB DISBURSEMENT CLEARING XCJ BC2 0039053285	CHECK NO 726631	7196 2312 MO/DAY/YR 11/14/12
	FOR PAYMENT OF ESCROW TO MORTGAGOR ** Three Hundred Two and 76/100 Dollars **	AMOUNT \$*****302.76 VOID IF NOT CASHED WITHIN 180 DAYS	
PAY TO THE ORDER OF	John M Bennett Nancy L Bennett IN C O Law Office Of Rex E Russo-Gables Inat'l Plz 2362 SE 19th CT Homestead FL 33035-2063		
		 AUTHORIZED SIGNATURE	



1



# Exhibit K

**MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION**

1 IN THE CIRCUIT COURT OF THE  
 2 11TH JUDICIAL CIRCUIT IN AND FOR  
 3 MIAMI-DADE COUNTY, FLORIDA  
 4 CASE NO.: 12-41600 CA 22  
 5 JOHN M. BENNETT and  
 6 NANCY L. BENNETT,  
 7  
 8 Plaintiffs,  
 9  
 10 vs.  
 11 MORTGAGE ELECTRONIC REGISTRATION  
 12 SYSTEMS, INC., HOME LOANS ALLIANCE, LLC,  
 13 f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
 14 LF LOANS, JAMAL M. WILSON and GIE  
 15 FEDERAL CREDIT UNION,  
 16  
 17 Defendants.  
 18  
 19 June 24, 2016  
 20 Friday - 1:06 p.m.  
 21 4649 Ponce de Leon Boulevard  
 22 Suite 402  
 23 Coral Gables, Florida 33146  
 24  
 25 TRANSCRIPT OF THE DEPOSITION  
 OF  
 JOHN M. BENNETT  
 TAKEN ON BEHALF OF THE DEFENDANTS

1 THEREUPON:  
 2 JOHN M. BENNETT  
 3 a Plaintiff in the above-styled cause, having been first  
 4 duly sworn, deposes and says on his oath as follows:  
 5 DIRECT EXAMINATION  
 6 BY MR. FEDER:  
 7 Q. If you would please state your name.  
 8 A. John Michael Bennett.  
 9 Q. Have you ever had your deposition taken  
 10 before?  
 11 A. Never.  
 12 Q. Mr. Bennett, my name is Scott Feder. I  
 13 represent the Defendants in this case. This is my  
 14 opportunity to ask you questions and obtain your answers  
 15 under oath. Okay?  
 16 A. Yes.  
 17 Q. One of the rules is that the court reporter  
 18 and the record needs verbal answers, even though we're  
 19 looking at each other and I can see head shakes. So, if  
 20 you see me point at my mouth, that's to prompt you to  
 21 please give me a verbal answer. Fair enough?  
 22 A. Yes.  
 23 Q. Lastly, you have every right to ask me to  
 24 rephrase or ask the question again or ask it in a  
 25 different way; but, if you answer my questions, I'm going

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1 to you heard and understood the question, okay?  
 2 A. Yes.  
 3 Q. Some preliminaries. Briefly, your background.  
 4 I understand at the time that you were applying for this  
 5 loan you were a reservist in the U.S. Army.  
 6 A. I was a reservist on active duty.  
 7 Q. And what was your rank?  
 8 A. Master Sergeant E8.  
 9 Q. And are you still in that capacity today?  
 10 A. No.  
 11 Q. Have you retired?  
 12 A. Yes, I retired.  
 13 Q. Congratulations.  
 14 I do need to ask a couple of questions that  
 15 may seem inappropriate, but they are required.  
 16 Have you ever been convicted of a crime?  
 17 A. Yes.  
 18 Q. And can you briefly give me an understanding  
 19 of when and what for?  
 20 A. I've had no infractions in the past 15 years.  
 21 The last infraction was, I mean the one and only was  
 22 public intoxication.  
 23 Q. That's all I need to know. We don't have to  
 24 go further.  
 25 And discharged honorably?

MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION

1 A. Yes.  
2 Q. Your highest level of education, sir?  
3 A. Associate's degree.  
4 Q. And where was that from?  
5 A. Vincennes University, Vincennes, Indiana.  
6 Q. Approximately what year?  
7 A. 1992.  
8 Q. I want to shift now and talk a little bit  
9 about obtaining loans in general in your life.  
10 First of all, I understand that this property  
11 was your homestead in 2012.  
12 A. Correct.  
13 Q. And you had another property at that time?  
14 A. Yes.  
15 Q. Can you give me the address of the other?  
16 A. 823 Northwest 15th Avenue, Largo, Florida.  
17 Q. That's good enough.  
18 And that was a rental property at the time?  
19 A. Yes.  
20 Q. Do you still have that property?  
21 A. Yes.  
22 Q. And have you owned other properties -- we're  
23 not going to go through them all -- over your lifetime?  
24 A. Yes.  
25 Q. Can you give me an estimation of approximately 5

1 how many times you've obtained loans that would be secured  
2 by property, real property? And to be precise, prior to  
3 this loan.  
4 A. Four.  
5 Q. And after getting this loan that we're here  
6 over, have you obtained any other financing for real  
7 property?  
8 A. No.  
9 Q. When did you acquire -- can we call this "the  
10 homestead property"?  
11 A. Yes.  
12 Q. And you'll know what I'm referring to?  
13 A. Yes.  
14 Q. When did you acquire that property,  
15 approximately?  
16 A. We did the closing in May of 2006.  
17 Q. And did you take out a first mortgage and a  
18 loan at that time?  
19 A. Correct.  
20 Q. Do you recall approximately how much that loan  
21 was?  
22 A. I want to say approximately \$240,000.  
23 Q. And who did you get that loan through, meaning  
24 broker or lender?  
25 A. I do not remember the original mortgage 6

1 company because the mortgage was sold before we even made  
2 a payment, and it was sold to Chase Bank.  
3 Q. Did you use the services of a mortgage broker  
4 to find that loan?  
5 A. It was new construction. They had financing  
6 available at the place.  
7 Q. Is that the loan that this loan, the one we're  
8 here over in this litigation, was to pay off?  
9 A. Subsequently. This loan that was paid off had  
10 been purchased from Chase from another company, and the  
11 final person that had the loan was Seterus Loans.  
12 Q. Okay, but what I mean --  
13 A. Yes, yes, correct.  
14 Q. To be clear, you never refinanced the  
15 homestead property until the loan that we're here over.  
16 A. Correct.  
17 Q. So, in 2012, you began looking for a loan to  
18 refinance your property, right?  
19 A. Correct.  
20 Q. Why?  
21 A. Interest rates had gone down roughly 2 points.  
22 Q. At the time you were considering refinancing  
23 to save on interest, had the value of your home gone down?  
24 A. Yes.  
25 Q. And you became aware somehow of the government 7

1 sponsored HARP program?  
2 A. Did not qualify for HARP. It was HARP 2.  
3 Q. What do you mean by you did not qualify for  
4 HARP?  
5 A. I was just told I did not qualify for it.  
6 Q. So you became aware of the HARP program, and  
7 you looked into it?  
8 A. Yes.  
9 Q. Who advised you that you did not qualify for  
10 HARP?  
11 A. Just by being made aware of it on the news and  
12 other federal programs.  
13 Q. So it's not like you went to a consultant --  
14 A. No.  
15 Q. Let me finish. That's one more rule I forgot.  
16 If I interrupt you, please stop me; let me make sure I've  
17 got your full testimony on any answer. And same thing,  
18 even though you may be 100% correct in anticipating what  
19 I'm about to ask, we need to let Mr. Colliflower take down  
20 my full question so I have a clean record.  
21 So it's not as if you went to a consultant or  
22 someone to assist you regarding eligibility for the HARP  
23 program.  
24 A. No.  
25 Q. How did you learn about the program? Was it 8

MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION

1 online, on the internet, on television?  
2 A. Television, online, doing research.  
3 Q. What was your just general understanding of  
4 the purpose of the program?  
5 A. The understanding that I had of the HARP 2  
6 program was it was for homeowners that were underwater on  
7 their current loans; and if they were current on their  
8 loans — this is the HARP 2 that I'm speaking of — that  
9 financing could be made available in order for them to get  
10 a lower interest rate and make their homes more  
11 affordable.  
12 Q. Did you understand that this was a government  
13 sponsored program to assist homeowners after the  
14 recession?  
15 A. Yes.  
16 Q. So how did you go about applying for this  
17 HARP 2 loan?  
18 A. The first place I went was to my current  
19 provider of my mortgage. They advised me to go to Quicken  
20 Loans. Quicken Loans at that point in time did not — and  
21 Quicken Loans is a provider of mortgages for Seterus, who  
22 owned our mortgage. Quicken Loans at that point in time  
23 were only doing HARP loans, not HARP 2 loans, which I did  
24 not qualify for a HARP loan, so at that point in time I  
25 started going onto the internet for mortgage brokers in

9

1 the Miami area, that actually said that they would do a  
2 HARP 2 loan, and found out the brokers that would do HARP  
3 2 loans. I checked them out in accordance with Better  
4 Business Bureaus and so on like this before I contacted  
5 any.  
6 Q. You did your homework.  
7 A. Yes.  
8 Q. I understand.  
9 Going back to that first loan you did when you  
10 purchased the house, the condo in 2006, were you aware  
11 that you had mortgage insurance on that loan?  
12 MR. RUSSO: Object to form.  
13 A. I'm not sure. I thought we had the required  
14 20 percent down, but I'm not sure.  
15 MR. FEDER: Alright, what I want to do right  
16 now is, I've been provided in the lawsuit with a  
17 response to my request for documents from your  
18 counsel, which was five pages. I don't know if  
19 you've seen that.  
20 Can we just agree to keep going with exhibit  
21 numbers?  
22 MR. RUSSO: Yes, it's not a problem.  
23 MR. FEDER: Good. It's easier for both of us.  
24 So I'll make Exhibit 12 the response.  
25 (THEREUPON, THE RESPONSE TO DEFENDANTS'

10

1 REQUEST FOR DOCUMENTS WAS MARKED "EXHIBIT 12" FOR  
2 IDENTIFICATION.)  
3 MR. FEDER: And then I received 174 pages of  
4 documents, which I'll make composite Exhibit 13.  
5 (THEREUPON, 174 DOCUMENTS PRODUCED BY THE  
6 PLAINTIFFS WERE MARKED "COMPOSITE EXHIBIT 13" FOR  
7 IDENTIFICATION.)  
8 MR. FEDER: What I'd like you to do, sir, is  
9 go through this stack all the way up until we get  
10 to --  
11 MR. RUSSO: Do you want to flag it or  
12 something?  
13 MR. FEDER: -- excluding that one document  
14 that we're here over for sure, so I'm not trying to  
15 trick you, excluding that document, I'd like you to  
16 look at all of the signatures that are purportedly  
17 yours, excluding the one payment letter that we know  
18 about that you contend is not your signature,  
19 excluding that, and just verify for me if those are  
20 your initials and your signature on all of those  
21 documents, and take your time. And then what we'll  
22 do is I'll give it to your wife so she can do that.  
23 MR. RUSSO: If you want to do it like that,  
24 it's fine. It makes sense.  
25 MR. FEDER: Just so we can get that

11

1 determined.  
2 THE WITNESS: Page 6 is missing. Oh, no, it's  
3 backwards.  
4 Okay, I'm to that page.  
5 MR. FEDER: Right. Excluding page 13. We  
6 understand that that's in dispute. But other than  
7 that one.  
8 Q. (BY MR. FEDER) So far, other than number 13  
9 and number 148, which are copies of the same document, the  
10 standing question is, is everything else your signature  
11 and initials and that of your wife? As to that one, as to  
12 Exhibit 13?  
13 A. Yes.  
14 (THEREUPON, 30 PAGES OF DOCUMENTS PRODUCED IN  
15 RESPONSE TO REQUEST FOR PRODUCTION WERE MARKED "EXHIBIT  
16 14" FOR IDENTIFICATION.)  
17 Q. (BY MR. FEDER) Now, looking at Exhibit 14, 30  
18 more pages, some of which were not in Exhibit 13, the same  
19 question, I just want you to verify if everything that  
20 purports to have your signature on it or your initials is  
21 your signature or initials and that of your wife.  
22 Is Exhibit 14, wherever it has your signature  
23 and your wife's or your initials, those are your signature  
24 and your initials?  
25 A. Yes.

12

MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION

1 MR. FEDER: Sorry about that, but we have to  
2 do housekeeping.  
3 (THEREUPON, THE SECOND AMENDED COMPLAINT WAS  
4 MARKED "EXHIBIT 15" FOR IDENTIFICATION.)  
5 Q. (BY MR. FEDER) Now, sir, this lawsuit was  
6 initiated by your counsel by the filing of a complaint;  
7 and in the lawsuit we're now on what's called the Second  
8 Amended Complaint; and I'd like to hand you a copy of that  
9 and go over some of the claims, realizing that it was  
10 prepared by your lawyer. Okay?  
11 That's Exhibit 15. If you'll turn to page 2,  
12 paragraph 9, I'm reading now, "At the time the subject  
13 mortgage was closed, none of the documents presented to  
14 the Plaintiffs for review and execution, nor any  
15 previously signed by Plaintiffs for the loan given,  
16 contained disclosure to the Plaintiffs, nor an  
17 acknowledgement by the Plaintiffs, that the Plaintiffs  
18 would be responsible for payment of a premium for mortgage  
19 insurance (PMI)."  
20 Did I read that correctly, sir?  
21 A. Yes.  
22 Q. Do you understand that you and your wife are  
23 the plaintiffs?  
24 A. Yes.  
25 Q. Is that statement true that I just read?

13

1 A. In regards to the defendants, yes.  
2 Q. Well, this statement is referring to what I  
3 just read.  
4 A. Yes. And I'm looking at Count 1, Forgery  
5 Defendants IF Loans and Wilson. In regards, that  
6 statement is correct in regards to the Defendants.  
7 Q. Well, let me ask it this way. Just as a  
8 general statement, is it true, sir, you are contending  
9 that you never had any advance knowledge at anytime in the  
10 loan process that there would be mortgage insurance?  
11 A. From Advance Mortgage.  
12 Q. Okay. What did Advance Mortgage advise you?  
13 A. It was on a pre -- I do not remember what the  
14 correct wording was, but it was a pre-settlement worksheet  
15 or something to that effect.  
16 Q. So, in other words, during the loan process,  
17 from the day you started trying to get a loan through  
18 Advanced to the day you closed, you did have knowledge  
19 that there was mortgage insurance required at some point  
20 in time.  
21 MR. RUSSO: Object to form.  
22 A. Let me see the form.  
23 Q. You need to see the different forms to remind  
24 yourself that you were aware that mortgage insurance was  
25 required?

14

1 A. Yes.  
2 Q. Be my guest. See if you can find what you're  
3 referring to.  
4 A. It must not be in this one.  
5 Q. "This one" referring to Composite Exhibit 14?  
6 A. Correct.  
7 Q. Okay.  
8 It's better if we just work with your memory,  
9 and then see where we go, okay?  
10 So you're telling me you have a memory that at  
11 some point Advanced, the broker, had you understand that  
12 there would be mortgage insurance on this loan, correct?  
13 MR. RUSSO: Objection to the form.  
14 If I object to the form, you can still answer,  
15 if you understand the question.  
16 A. It was on one of the preclosure forms. And  
17 the preclosure forms definitely stated that this is  
18 estimations.  
19 Q. All I'm asking, sir, is, you had knowledge  
20 before closing that mortgage insurance was part of this  
21 loan.  
22 MR. RUSSO: Objection to the form.  
23 Q. (BY MR. FEDER) Right?  
24 A. It was on a preclosure listing and estimation  
25 of what things should be, okay, example being the interest

15

1 rate was not the interest rate on the preclosure form as  
2 what it was when I went to sign it.  
3 Q. That's all very nice information. Let me try  
4 a simple question and see if I can get a "yes," "no," "I  
5 don't know," "I don't remember."  
6 It's correct, sir, that before the day of  
7 closing, during this loan process, you knew there was  
8 mortgage insurance on the loan?  
9 MR. RUSSO: Object to the form of the  
10 question.  
11 A. No.  
12 Q. And when you say, "No," what's your basis for  
13 saying that?  
14 A. It was never, the forms, the amounts and forms  
15 are not official until they are signed. This was a  
16 pre-estimation that, just like I said, interest rate  
17 changed; I questioned that; I was told, "Everything is in  
18 your favor. You're good."  
19 I said, "Okay."  
20 Q. Did you ever talk to anybody ever from the day  
21 you applied for this loan until the day before closing  
22 about mortgage insurance?  
23 A. No.  
24 Q. Never asked about it?  
25 A. No.

16



MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION

1 Q. If I'm understanding, sir, when you got to the
2 closing, and there was no mortgage insurance on the
3 documents you signed, you didn't ask about that, right?
4 A. No.
5 Q. When did you learn that the interest rate had
6 changed?
7 A. When the very first form that we signed.
8 Q. The first form.
9 A. Uh-huh.
10 Q. On April 12th.
11 A. The HUD. No, June 12th.
12 Q. You signed over 50 documents --
13 A. Uh-huh.
14 Q. -- between April before June 12th.
15 A. Correct.
16 Q. Okay. So it wasn't on the first document you
17 signed.
18 MR. RUSSO: Object to the form. You're
19 getting argumentative.
20 MR. FEDER: Well, I don't think I'm being
21 argumentative. I would hope you, as a professional,
22 would assist your client to get to the truth.
23 Q. (BY MR. FEDER) So let's be clear here, sir,
24 let's try this again.
25 MR. RUSSO: I might have to assist you to get

17

1 to the truth.
2 MR. FEDER: I don't think so.
3 Q. (BY MR. FEDER) You knew before the day of
4 closing that the interest rate had changed, correct?
5 A. No.
6 Q. And just so we're clear, the interest rate
7 went down; in other words, it was in your favor, the
8 change.
9 A. Yes.
10 Q. Did you ask anybody about that?
11 A. Yes.
12 Q. Who did you ask?
13 A. Mr. Jurdi.
14 Q. And Mr. Jurdi is with Advance Mortgage.
15 A. Correct, my broker.
16 Q. Was he at the closing?
17 A. Evidently, if I asked him.
18 Q. Sir?
19 A. Yes.
20 Q. Now, where did this closing occur?
21 A. Stewart.
22 Q. Stuart, Florida?
23 A. No.
24 Q. Stewart Title?
25 A. Title, yes.

18

1 Q. They have over three dozen offices.
2 A. It was on Kendall.
3 Q. Is it true, sir, that you realized at closing
4 that you were getting an advantage because there was no
5 mortgage insurance on the closing documents you were
6 signing?
7 A. No.
8 MR. RUSSO: Object to form.
9 Q. (BY MR. FEDER) Are you aware, sir, that it
10 was a requirement of this loan, because of the government
11 sponsorship, that mortgage insurance be part of it?
12 A. No.
13 Q. If that were the case, sir, and you are now
14 aware of that, do you think it's appropriate that you're
15 taking advantage here of getting a loan that required
16 mortgage insurance and you got the benefit of not having
17 mortgage insurance on it?
18 A. No.
19 MR. RUSSO: Object to form.
20 Q. (BY MR. FEDER) Isn't it true, sir, that you
21 knew that the mortgage insurance was estimated
22 specifically to be a hundred and three dollars and change
23 every month in the papers you signed?
24 A. No.
25 Q. Now, when did you learn after the closing that

19

1 there was mortgage insurance being charged?
2 A. When I received a payment schedule, the coupon
3 from GTE Financial/Credit Union, and the amount on the
4 closing coupon payment was more than the amount of the
5 coupon that I was sent. I was sent one for approximately
6 eleven-hundred-and-some-odd-dollars. It was supposed to
7 be twelve thirty-five. I immediately called GTE, and I
8 told them, "You have made a mistake. I owe you more than
9 that."
10 Q. Okay, if I'm following, sir, you're saying
11 that the closing's coupon was supposed to be \$1,235?
12 A. Correct.
13 Q. And you received subsequent to closing a
14 document that was for approximately eleven-hundred-and-
15 some-odd-dollars.
16 A. It's Exhibit 7.
17 And since I'm a man of my word, I notified GTE
18 immediately and told them, "We have a problem because I
19 owe you more."
20 Q. Alright, then what happened?
21 A. And I told them how much it should be, and
22 they called me back a couple of days later, and they told
23 me, "Oh, no, it's thirteen thirty-five." I said, "Well,
24 that's not what my closing says. My closing says twelve
25 thirty-five." And I said, "Can you please provide me with

20

MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION

1 a copy of the document that says that I signed for  
2 thirteen thirty-five?" because at that point in time I  
3 still did not know what they were talking about. And they  
4 sent me a copy of it; and at that point in time, I sent  
5 them a copy of the one that I signed; and, consequently,  
6 here we are.

7 Q. So, when you say they sent you a copy of the  
8 document that you requested, did it come with a  
9 transmittal letter?

10 A. I don't remember.

11 Q. Was it mailed to you or faxed?

12 A. Yes, it was mailed to me.

13 Q. And specifically, that's the document that you  
14 contend is a forgery.

15 A. Yes.

16 Q. And when did you receive that?

17 A. Probably within a week after I notified them,  
18 which I would have notified them approximately a week  
19 after this is dated.

20 Q. Now, were you aware by August that mortgage  
21 insurance had been removed from your loan?

22 MR. RUSSO: Object to the form.

23 A. I paid it.

24 Q. Sir, that's not my question.

25 A. I received no information to that effect.

21

1 Q. You had an attorney get involved in July,  
2 Mr. Russo, right?  
3 A. Correct.  
4 Q. Did he not advise you that by August he had  
5 notification that the mortgage insurance on your loan had  
6 been removed?

7 A. I was advised by my attorney, Mr. Russo, to  
8 make out the checks and put on the check something to the  
9 effect -- what was it? No, you can't help me. "Not in  
10 compliance with TILA." No, "In protest of TILA  
11 violations," and we made out all checks to that effect  
12 until the PMI was removed.

13 Q. Sir, my question specifically was, were you  
14 advised in August that the mortgage insurance had been  
15 removed from your loan?

16 A. No.

17 Q. Now, you have a loan where you pay in escrows,  
18 right?

19 A. Yes.

20 Q. And you understand that.

21 A. Yes.

22 Q. And you understand the mortgage company has a  
23 right to require those escrows.

24 A. Yes.

25 Q. Now, you got every penny you paid in under

22

1 protest returned to you in November, correct?

2 MR. RUSSO: Object to the form.

3 A. I don't recall.

4 Q. You don't recall receiving the return of  
5 escrow check in November?

6 A. I have received two or three checks from GIE,  
7 and I have been advised, "Do not cash them." I have not  
8 cashed any checks that I received from escrow.

9 Q. Sir, as we sit here today, do you have the  
10 ability right now to provide \$232,000 back?

11 A. No.

12 Q. Have you had that ability at anytime since  
13 July 10th of 2012?

14 MR. RUSSO: Object to the form.

15 A. No.

16 Q. Are you aware that one of the things you're  
17 requesting in this lawsuit is rescission of this loan?

18 A. Yes.

19 Q. How would you be able to pay that money back  
20 that you borrowed if the loan were rescinded?

21 A. Very good question. I have no answer.

22 Q. Would it be fair to say that you don't have  
23 the ability to pay the loan back if it were rescinded?

24 MR. RUSSO: Object to the form.

25 A. You can't say, "never."

23

1 Q. No, sir; that's true, but let's deal with  
2 realities and probabilities, likelihoods.

3 As you sit here today, if that loan were  
4 rescinded, do you have any ability, to your knowledge, to  
5 be able to pay back that which you borrowed?

6 MR. RUSSO: Object to the form.

7 A. Not without procuring other financing.

8 Q. What's the value of your home today, do you  
9 have any idea?

10 A. I haven't had it appraised.

11 Q. That wasn't my question.

12 A. I have no idea.

13 Q. The value of your home, according to an  
14 appraisal in 2012, was \$120,000, right?

15 MR. RUSSO: Object to the form.

16 A. I don't know.

17 Q. So, is it fair to say you have taken no steps  
18 to be able to figure out if you could even raise \$100,000  
19 to pay back on this loan?

20 A. I've said that I could procure financing.

21 Q. And what have you done to attempt to see if  
22 you could obtain any financing that would be sufficient to  
23 rescind this loan that we're here over?

24 MR. RUSSO: Object to the form.

25 A. I just know I can.

24

MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION

1 Q. So other than your personal knowledge that you  
2 can, would it be fair to say you have no evidence to be  
3 able to advise a court of the law that you could pay back  
4 the loan if it were in deed rescinded?  
5 MR. RUSSO: Object to the form.  
6 A. I can provide financing.  
7 Q. From whom?  
8 A. I can inquire. I'm sure I could get it.  
9 Q. And what gives you any basis to testify under  
10 oath that you're sure you could get sufficient money to  
11 pay this loan back?  
12 MR. RUSSO: Object to the form.  
13 A. I just know I can.  
14 Q. Well, I need to know every basis upon which  
15 you believe you can obtain at least a hundred and fifty or  
16 a hundred and sixty thousand dollars if this loan were  
17 rescinded, on a home that has a value of less than that?  
18 MR. RUSSO: Object to the form.  
19 A. I would have to go and see what the finances  
20 are.  
21 Q. So, as you sit here today, you have no actual  
22 knowledge of any kind that you would be able to obtain  
23 such a loan to be able to rescind this one, right?  
24 MR. RUSSO: Object to the form.  
25 A. At this point in time, no.

25

1 Q. That's what I'm trying to get to.  
2 So, other than speculating that you think you  
3 might be possibly able to get a loan of sufficient money  
4 to rescind, you have no actual knowledge that you could  
5 get such a loan. Fair enough?  
6 A. Fair enough.  
7 Q. Thank you.  
8 Now, are you familiar, sir, that you cannot  
9 get a HARP 2 loan to pay off a HARP 2 loan?  
10 MR. RUSSO: Object to the form.  
11 A. No.  
12 Q. You weren't aware of that.  
13 A. No.  
14 Q. Fair enough.  
15 Would you agree with me, sir, that, if it was  
16 required that you have mortgage insurance, you've actually  
17 received a significant benefit simply because of an error  
18 in the documents that you signed at closing?  
19 MR. RUSSO: Object to the form, argumentative.  
20 A. No.  
21 Q. Why not?  
22 A. The filed documents were supposedly prepared  
23 and double-checked by numerous people. I'm a layman. I  
24 do not specialize in mortgages. I do not specialize in  
25 the mortgage industry. If somebody tells me, shows me,

26

1 just like a lower interest rate, I'm assuming that the  
2 professionals have done their due diligence and  
3 double-checked their stuff, their figures; and if I agree  
4 with it, I should be able to sign it.  
5 Q. That wasn't my question, sir. My question  
6 was, if somebody made a human error, and it's in your  
7 benefit, you think it's okay that you take advantage of  
8 it?  
9 MR. RUSSO: Objection to the form.  
10 A. No.  
11 Q. So, if it was legally required for there to be  
12 mortgage insurance, and because of this human error, you  
13 don't have to pay that hundred dollars a month every month  
14 for the life of this loan, you see that you're getting a  
15 benefit for free.  
16 MR. RUSSO: Objection to the form.  
17 A. No.  
18 Q. Just because someone made an error in the  
19 documents you signed.  
20 MR. RUSSO: Objection to the form.  
21 A. No.  
22 Q. Do you have any knowledge that you were  
23 supposed to have a loan that did not have mortgage  
24 insurance?  
25 MR. RUSSO: Objection to the form.

27

1 A. No.  
2 Q. Now, when it was learned that this loan was  
3 supposed to have mortgage insurance, and you were  
4 requested to resign documents, you refused to do that,  
5 right?  
6 A. I was never asked.  
7 Q. Your lawyer never conveyed that to you?  
8 A. I was never asked.  
9 Q. You're familiar, by the way, that there was an  
10 offer to resolve this entire case for \$15,000?  
11 MR. RUSSO: Objection to the form.  
12 This really should be off the record, but go  
13 ahead.  
14 Q. (BY MR. FEDER) Are you aware of that?  
15 A. Yes.  
16 Q. What's your fee arrangement with your lawyer?  
17 A. I would have to review the contract that I  
18 have at home.  
19 Q. You have no recollection, as you sit here,  
20 what the arrangement is?  
21 A. I have a good idea, but that's between my  
22 attorney and myself.  
23 Q. No, sir, that is not. You are making a claim  
24 for fees, and I have a right to ask, so please answer the  
25 questions unless your lawyer instructs you not to answer

28

MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION

1 something. These are rules of our legal system.
2 MR. RUSSO: To the best of your ability, you
3 can answer.
4 MR. FEDER. Absolutely.
5 A. To the best of my knowledge, I believe it
6 starts out at 30 percent and goes upwards, if any, on the
7 type of arbitration that we enter into or court
8 appearances, et cetera.
9 Q. Have you paid any money to your attorney?
10 A. Yes.
11 Q. How much?
12 A. I do not know. This has been going on over
13 four years.
14 Q. Can you give me some idea? Have you paid more
15 than a thousand dollars?
16 A. Yes.
17 Q. More than five thousand?
18 A. No.
19 Q. If I could see Exhibit 13.
20 A. Okay.
21 Q. See if we can refresh your recollection to the
22 truth of some of the documentation you signed.
23 When you went to Advance Mortgage, the very
24 beginning, did you go there in person?
25 A. No.

1 Q. That application references that you will be
2 paying \$100 a month in mortgage insurance. On page 2. Do
3 you see that?
4 A. Yes.
5 Q. So from the very beginning in April, in
6 applying for this loan, you had knowledge that there was
7 mortgage insurance as part of this.
8 MR. RUSSO: Objection to the form.
9 A. This was an application.
10 Q. Right. Now, you had no problem in applying
11 for this loan at the beginning where it was estimated that
12 you would be paying \$1,574 a month, according to that
13 initial application, correct?
14 A. These were estimations, yes.
15 Q. When did you realize that there was no
16 mortgage insurance on this loan?
17 MR. RUSSO: Objection to the form.
18 A. Probably when I pointed out the mistake.
19 Q. After closing, you mean?
20 A. Yes.
21 Q. What knowledge, if any, do you have that Mr.
22 Jamal Wilson personally did anything wrong in this
23 transaction?
24 A. Personally?
25 Q. Yes, sir.

1 Q. How did you make contact with them?
2 A. Number one, at the time I was still in the
3 army -- I was stationed in West Virginia -- and everything
4 was done either via email or by phone.
5 Q. Did they email you an application?
6 A. Yes.
7 Q. And did you fill that application out
8 yourself?
9 A. Yes.
10 Q. Did you do it online and type in the answers
11 to all of the applications?
12 A. I cannot remember if it was a PDF where you
13 could fill in the form, or if it was one that was printed
14 off. I believe it was something along the lines I might
15 have been able to fill in the form.
16 Q. Do you remember handwriting out the form?
17 A. I don't recall.
18 (THEREUPON, A RESIDENTIAL LOAN APPLICATION WAS
19 MARKED "EXHIBIT 16" FOR IDENTIFICATION.)
20 Q. (BY MR. FEDER) I'm going to hand you what
21 we'll mark as Exhibit 16. Ask you if, looking at this
22 Residential Loan Application, if you can verify that is
23 the initial application you and your wife made, initialed
24 and signed in April of 2012.
25 A. Yes.

1 A. I cannot say personally that I have any
2 knowledge of him doing anything wrong.
3 Q. Why are you suing him personally then?
4 A. Because he was the principal partner of LF
5 Loans. So, consequently, somebody made the mistake; and,
6 you know, if you don't include all principals at that
7 point in time, if you miss somebody --
8 Q. Did you authorize your attorney in July to
9 send a letter demanding correction? July of 2012.
10 A. I don't recall if that was discussed. I just
11 presented the problem to Mr. Russo at that point in time.
12 Q. Did he copy you on the letter at or about the
13 time, July 2012, that he sent to GTE, copied on LF Loans?
14 A. I'm sure.
15 Q. It's Exhibit 1 here. You're sure he did?
16 A. Yes.
17 Q. And did you see in that letter that he gave
18 GTE 60 days to cure the problem?
19 A. Yes.
20 Q. And if the mortgage insurance was taken care
21 of so that you got this benefit of not having mortgage
22 insurance by August, that would be within the terms of the
23 letter from Mr. Russo, right?
24 A. Yes.
25 Q. And you've now seen today that Mr. Russo, your

MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION

1 lawyer, received an email from Mr. Wilson in August  
2 advising that the mortgage insurance had been taken care  
3 of, right?

4 MR. RUSSO: Objection to the form.

5 A. If it was taken care of within the 60 days,  
6 why did I pay three months, July, August and September, of  
7 PMI?

8 Q. Because you're in the military, and you  
9 understand, sir, that organizations like the U.S. Army,  
10 U.S. Navy, U.S. Air Force, U.S. government, GTE, Bank of  
11 America and all these institutions don't act immediately  
12 sometimes on the paperwork. Right?

13 A. Yes.

14 Q. And you received a check in November for all  
15 your payments into the escrow, right?

16 MR. RUSSO: Objection to the form.

17 A. Yes. There was a check received and not  
18 cashed.

19 Q. And that was your choice not to cash it,  
20 right? Right?

21 A. Yes.

22 Q. So is it fair to say that what's going on here  
23 is you're getting a loan without mortgage insurance,  
24 because it was all taken care of; that you paid in three-  
25 hundred-and-some-odd-dollars that you got back but chose

33

1 not to cash; and you're making this a lawsuit to build  
2 legal fees for your lawyer?

3 MR. RUSSO: Objection to the form.

4 A. No.

5 Q. What is it that you want from this lawsuit,  
6 sir?

7 MR. RUSSO: Objection to the form.

8 You don't really have to answer that question.

9 MR. FEDER: Yes, he does.

10 MR. RUSSO: No, he doesn't. The complaint  
11 states that.

12 Q. (BY MR. FEDER) What are your damages in this  
13 lawsuit that you are going into a court of law seeking?

14 MR. RUSSO: Again, the complaint states that.

15 A. At this point in time, I am not going to  
16 answer that question.

17 Q. Then we'll come back.

18 How have you been damaged, sir?

19 A. Number one, being in the army in the sensitive  
20 job that I had, I had a secret clearance. When I retired,  
21 I went to work as a Department of the Army civilian with a  
22 secret clearance. By just being involved in lawsuits or  
23 arbitrarily because somebody said it was taken care of, I  
24 would have reduced my payments and become delinquent, it  
25 could have possibly revoked, because I would have had a

34

1 delinquency on my credit score, revoked my clearances  
2 where I could not be employed as a civilian; where, if I  
3 was still on active duty, I could not have performed my  
4 job.

5 Q. None of that ever happened, did it?

6 A. No. But it was potential. As well as  
7 lowering of my FICA score, which would have made it more  
8 difficult to obtain credit.

9 Q. Sir, your FICA score never was lowered as a  
10 result of anything in this case, correct?

11 A. The possibility would have --

12 Q. I'm not asking you about possibilities. I'm  
13 asking about facts.

14 Isn't it true, sir, that your credit score was  
15 never effected or impacted in any way because of any of  
16 the occurrences in this case?

17 A. To the best of my knowledge, no.

18 Q. And being involved in a lawsuit, you started  
19 that lawsuit, correct?

20 A. Correct.

21 Q. So you can't be claiming damages from my  
22 client because you started a lawsuit, right?

23 A. I can claim damages because of the mistakes  
24 that were made at the closing and thereafter. Whoever is  
25 at fault, that should be who the damages are against.

35

1 Q. Okay, but my question, sir, is, what are the  
2 damages? So far all you've done is tell me what could  
3 have been the damages. I'm trying to understand what the  
4 damages were.

5 Did you lose money in any way because of, as  
6 you have said, the mistakes that were made?

7 A. At this point in time, the only monies that I  
8 have incurred, expenses, is with my attorney and  
9 transportation from Homestead to Coral Gables to consult  
10 with my attorney, to review documents, to provide  
11 documents.

12 Q. Anything else financial that you've lost  
13 besides paying your attorney to bring a claim and pursue  
14 the claim?

15 MR. RUSSO: Objection to the form.

16 A. The ramifications of financial losses can be  
17 at times well-documented, and other times not-so-  
18 well-documented.

19 Q. That's nice, sir, but I'm asking you to tell  
20 me, which I'm entitled to know, as of today, all the  
21 financial damages that you've actually incurred as a  
22 result of what you're claiming happened.

23 MR. RUSSO: Objection to the form of the  
24 question.

25 A. I have had the opportunity to buy additional

36



MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION

1 rental properties. I could not buy the additional rental  
2 properties due to the fact that I did not know how this  
3 lawsuit was going to come out. So, consequently, yes, I  
4 have lost income.

5 Q. Okay. So you have the financial ability to  
6 buy properties that you haven't been able to buy because  
7 you started a lawsuit. Is that what you're saying, sir?

8 A. Depending on the outcome of the lawsuit.

9 Q. Can you specify any actual financial loss that  
10 you have incurred, other than paying your attorney?

11 MR. RUSSO: Objection to the form of the  
12 question.

13 A. No, because I have --

14 (THEREUPON, MR. WILSON GOT UP AND WALKED OUT  
15 OF THE CONFERENCE ROOM.)

16 Q. (BY MR. FEDER) Alright, other than financial  
17 damage, have you incurred any non-financial damage, such  
18 as damage to your reputation?

19 A. The most glaring damage that has occurred to  
20 myself, and presumably my wife, also, is the fact that  
21 somebody had the audacity to forge our signatures.

22 Q. You have no idea who did that, right?

23 A. No, but I know when I left Stewart Broker that  
24 I had a copy of what I signed, and what I got from GTE was  
25 something entirely different and was not my signature.

37

1 Q. I understand that, sir. Now, what damage have  
2 you incurred because of that?

3 A. The damage is knowing, if somebody can do that  
4 to me once, they can do it again. And sometimes I am  
5 sorry that I did not make this a criminal case first.

6 Q. But my question, sir, is what damage?

7 A. Just knowing somebody did it.

8 Q. Since you've been probably over the age of 12  
9 you've been aware, as a mature human being, that people  
10 can do that at any time to anybody, right?

11 MR. RUSSO: Object to the form.

12 Understanding, you mean.

13 A. No.

14 Q. In other words, you're aware that people forge  
15 things all the time, aren't you?

16 A. No.

17 Q. No, you're not aware of that?

18 A. No.

19 Q. So this is the first time in your life that,  
20 when you saw this document, that you suddenly became aware  
21 that someone might sign your name to something; and you've  
22 been damaged because that's the first time you became  
23 aware of that?

24 MR. RUSSO: Objection to the form.

25 A. No.

38

1 Q. So you've been aware that people can forge  
2 your name prior to this document coming to you, right?

3 A. I've never seen it done before.

4 Q. I didn't ask you that. You were aware that  
5 it's a possibility.

6 A. I agree that is a possibility, but this time I  
7 caught the person or the entity.

8 Q. Which entity?

9 A. That's what I said. I do not know which  
10 entity. You represent them all.

11 Q. Is there any other damage you are claiming in  
12 this case that we haven't spoken about?

13 A. No.

14 Q. Do you have any knowledge at all as to whether  
15 the value of your property has increased since 2012, when  
16 you obtained this loan?

17 A. I can only go by what I see other properties  
18 selling for in the area, which are, in most cases, smaller  
19 than mine; and just for example, I have a nineteen hundred  
20 square foot, three bedroom townhouse; and I see fourteen  
21 and thirteen hundred, two bedrooms going somewhere between  
22 the vicinity of one-forty and one-sixty, so I would assume  
23 that my property value has gone up.

24 Q. At the time you obtained this loan, you were  
25 aware that you were being given a loan for almost twice

39

1 the value of your property?

2 A. Yes, that's what the HARP 2 is.

3 Q. And that's based on taking advantage of,  
4 appropriately, the government sponsored, taxpayer funded  
5 assistance being given to some citizens if they qualify,  
6 right?

7 MR. RUSSO: Objection to the form.

8 Argumentative.

9 A. I believe I've answered that. It was a  
10 government program. It was put out there. I took  
11 advantage of it.

12 MR. FEDER: Okay, that's all I have.

13 MR. RUSSO: We'll read.

14 AND FURTHER DEPONENT SAYETH NAUGHT.

15 \* \* \* \* \*

16 (THEREUPON, THE DEPOSITION WAS CONCLUDED AT

17 2:25 P.M.)

18

19

20

21

22

23

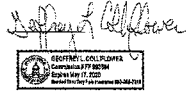
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MINI-TRANSCRIPT OF JOHN BENNETT DEPOSITION

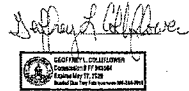
1 CERTIFICATE OF OATH
2
3 STATE OF FLORIDA:
4 COUNTY OF MIAMI-DADE:
5
6 I, Geoffrey L. Colliflower, a Notary Public in
7 and for the State of Florida at Large, do hereby certify
8 that John M. Bennett appeared before me and was duly
9 SWORN.
10 WITNESS my hand and official seal this 30th day
11 of June, 2016.
12
13
14
15
16
17
18
19
20
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22
23
24
25



1 TO BE EXECUTED BY THE NOTARY IF JOHN M. BENNETT DOES NOT
2 SIGN.
3
4 I hereby certify that this deposition transcript was
5 submitted to John M. Bennett for reading and signing on
6 the 30th day of June, 2016, and that John M. Bennett did
7 not read and sign this deposition transcript because:
8 ( ) John M. Bennett or attorney waived reading and
9 signing by telephone.
10 ( ) John M. Bennett read the deposition transcript and
11 witness or attorney waived signing by telephone.
12 ( ) John M. Bennett refused to sign, giving the following
13 reason:
14
15 ( ) Neither John M. Bennett nor his attorney has
16 responded to request to read and sign.
17
18
19
20 DATE NOTARY PUBLIC
21
22
23
24
25

1 READING AND SIGNING
2 DEPOSITION OF JOHN M. BENNETT
3 I do hereby certify that I have read all
4 questions propounded to me and all answers given by me on
5 the 24th day of June, 2016, taken before Geoffrey L.
6 Colliflower.
7 1) The transcript is true, correct, and completely
8 accurate.
9 2) The transcript is true, correct, and accurate
10 except as set forth in my list of corrections, citing the
11 page number, the line number and the reason for the
12 correction, realizing that for this purpose I am still
13 under oath.
14 Page No. \_\_\_ Line No. \_\_\_ should read:
15
16 Page No. \_\_\_ Line No. \_\_\_ should read:
17
18 Page No. \_\_\_ Line No. \_\_\_ should read:
19
20 Page No. \_\_\_ Line No. \_\_\_ should read:
21
22 JOHN M. BENNETT
23 Sworn to and subscribed before me this \_\_\_ day
24 of \_\_\_, 2016.
25 Notary Public
My Commission Expires: \_\_\_

1 REPORTER'S DEPOSITION CERTIFICATE
2
3 STATE OF FLORIDA:
4 COUNTY OF MIAMI-DADE:
5
6 I, GEOFFREY L. COLLIFLOWER, a Shorthand Reporter
7 and Notary Public in and for the State of Florida at
8 Large, do hereby certify that I was authorized to and did
9 stenographically report the deposition of John M. Bennett;
10 that a review of the transcript was requested; and that
11 the transcript is a true and complete record of my
12 stenographic notes.
13 I further certify that I am not a relative,
14 employee, attorney or counsel of any of the parties, nor
15 am I a relative or employee of any of the parties'
16 attorney or counsel connected with the action, nor am I
17 financially interested in the action.
18 WITNESS my hand and official seal this 30th day
19 of June, 2016.
20
21
22
23
24
25



# Exhibit L

MINI-TRANSCRIPT OF NANCY BENNETT DEPOSITION

1 IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND FOR  
2 MIAMI-DADE COUNTY, FLORIDA  
3 CASE NO.: 12-41600 CA 22  
4 JOHN M. BENNETT and  
NANCY L. BENNETT,  
5  
6 Plaintiffs,  
7  
8 vs.  
9 MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., HOME LOANS ALLIANCE, LLC,  
10 f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
11 FEDERAL CREDIT UNION,  
12  
13 Defendants.  
14  
15 June 24, 2016  
16 Friday - 2:26 p.m.  
17 4649 Ponce de Leon Boulevard  
Suite 402  
Coral Gables, Florida 33146  
18  
19 TRANSCRIPT OF THE DEPOSITION  
20 OF  
21 NANCY L. BENNETT  
22  
23 TAKEN ON BEHALF OF THE DEFENDANTS  
24  
25

1 THEREUPON:  
2  
3 NANCY L. BENNETT  
4 a Plaintiff in the above-styled cause, having been first  
duly sworn, deposes and says on her oath as follows:  
5  
6 DIRECT EXAMINATION  
7 BY MR. FEDER:  
8 Q. Mrs. Bennett, can you state your full name?  
9 A. Nancy Lou Bennett.  
10 Q. And briefly give me the benefit of your  
11 background, education, work history.  
12 A. Went through high school.  
13 Work history, I'm retired from Signature  
14 Healthcare of Brookwood Gardens. It's in Homestead. I  
was the business office manager.  
15 Q. And how many years, approximately, did you do  
16 that?  
17 A. I've been there about seven years.  
18 Q. This was not the first loan you've ever taken  
19 out.  
20 A. No.  
21 Q. Briefly, Exhibit 13, other than page 13 and  
22 page 148, which are copies of the same document, is  
23 everything that has your signature and your initials on it  
24 yours?  
25 A. Yes.

1 APPEARANCES  
2 REX E. RUSSO, ESQ.  
3 Attorney for Plaintiffs  
4 2655 LeJeune Road, PH 1-D  
Coral Gables, Florida 33134  
5  
6 SCOTT J. FEDER, P.A.  
7 By: Scott J. Feder, Esq.  
8 Attorneys for Defendants  
9 4649 Ponce de Leon Boulevard  
Suite 402  
Coral Gables, Florida 33146  
10  
11 ALSO PRESENT  
12 John M. Bennett  
13  
14 INDEX  
15 WITNESS PAGE  
16 NANCY L. BENNETT 3  
17 DIRECT EXAMINATION BY MR. FEDER  
18  
19  
20  
21  
22  
23  
24  
25

1 Q. And then the same question in Exhibit 14,  
2 everything there that has your signature and your initials  
3 are yours?  
4 A. Yes.  
5 Q. Would it be fair to say that you relied on  
6 your husband to handle the application and loan process  
7 here?  
8 A. My husband does all the financials.  
9 Q. Would it be fair to say that you didn't read  
10 through everything in detail and just went ahead and  
11 initialed and signed?  
12 A. Correct.  
13 Q. But, yet, you do understand that in our  
14 country the law says that, if you signed it, you are  
15 presumed to have read and understood it? That's something  
16 you're aware of?  
17 A. Yes.  
18 Q. This loan that you applied for provided  
19 information to you throughout the process that there was  
20 about a hundred dollars of mortgage insurance in it.  
21 MR. RUSSO: Objection to the form.  
22 Q. (BY MR. FEDER) These documents, right?  
23 A. I'm not aware of that.  
24 Q. When did you discover that there was an error  
25 made regarding mortgage insurance?

MINI-TRANSCRIPT OF NANCY BENNETT DEPOSITION

1 MR. RUSSO: Objection to the form.
2 MR. FEDER: What's the matter with the form?
3 MR. RUSSO: There's the whole premise that
4 there was an error.
5 MR. FEDER: Well, you have the documents. You
6 should be able to see that, Counsel.
7 MR. RUSSO: And what the error was.
8 MR. FEDER: I'll rephrase it.
9 Q. (BY MR. FEDER) At some point in time, did you
10 become aware that there was an issue regarding mortgage
11 insurance over this loan?
12 A. Yes, but I don't recollect when.
13 Q. Do you recall how you became aware of it?
14 A. No, I don't.
15 Q. You've agreed to be part of this lawsuit.
16 A. Yes.
17 Q. What are your damages?
18 A. The forgery on my signature.
19 Q. And how have you been damaged as a result of
20 that?
21 A. I don't think anyone -- anybody that signs
22 your name on a legal document, I think they should be
23 punished.
24 Q. Other than punishment to the wrong-doer, do
25 you have any damages?

5

1 MR. RUSSO: Objection to the form.
2 THE WITNESS: Do I have to answer that?
3 MR. FEDER: Yes, you do.
4 MR. RUSSO: If you have an answer, you have to
5 answer it.
6 THE WITNESS: Oh, okay, I'm sorry.
7 MR. RUSSO: If I object to the form -- it's a
8 legal thing -- you just go ahead and answer as best
9 you can.
10 MR. FEDER: If you're not supposed to answer
11 it, I'm sure your counsel will advise you not to
12 answer a question.
13 So let me ask it again.
14 Q. (BY MR. FEDER) Do you have any damages
15 because of what you say is a forged document?
16 A. As far as physical, no. I just feel that -- I
17 worked in a bank for years and years, and you don't forge
18 people's signature; you're liable, just like you forge
19 somebody's name on a check.
20 Q. I don't disagree with you, ma'am, about that.
21 But I'm trying to understand, in representing my clients,
22 what your damages are, if any. Okay?
23 I mean, people run red lights, and they're not
24 supposed to; and if there's nobody there, there's no
25 damage.

6

1 MR. RUSSO: Objection to the form.
2 MR. FEDER: I'll rephrase.
3 Q. (BY MR. FEDER) What damages, if any, are you
4 contending or claiming you have because of that document?
5 MR. RUSSO: Objection to the form.
6 A. Like I said, my husband handles everything.
7 I'm just here.
8 Q. Ma'am, I'm entitled to an answer. You're a
9 lovely lady, I'm sure; you're an adult; and you can tell
10 me on the record what damages you have or your husband
11 has.
12 MR. RUSSO: If you know, answer the question,
13 please.
14 THE WITNESS: I'm sorry?
15 MR. RUSSO: I said, "If you know, you have to
16 answer the question."
17 A. My damages are that someone took advantage of
18 me. It's a personal thing, you know. It's like you
19 damaged my name, my reputation.
20 Q. Do you have any knowledge that your name or
21 reputation has been damaged because of that document?
22 A. No, I don't.
23 Q. Do you have any financial losses because of
24 that document?
25 MR. RUSSO: Objection to the form of the

7

1 question.
2 A. No.
3 Q. Has your credit gone down because of that
4 document?
5 A. I have no idea.
6 Q. As far as you know.
7 A. I don't know. I haven't checked my credit
8 score so I don't know.
9 Q. Now, one of the things that is being claimed
10 in this lawsuit is that you want to give the loan back.
11 It's called a "rescission." I'm going to ask the same
12 questions of you that I asked of your husband.
13 Do you have the financial ability, you and
14 him, to pay back that loan?
15 MR. RUSSO: Objection to the form of the
16 question.
17 A. To my knowledge, I am not sure.
18 Q. Do you have any basis upon which to believe
19 you and your husband could raise \$170,000?
20 MR. RUSSO: Objection to the form.
21 A. To my knowledge, I've not tried it; I don't
22 know. I'd have to --
23 Q. Well, you do know as you sit here, ma'am, if
24 you have any knowledge that you have evidence that you
25 could do that, as opposed to just speculating that you

8



MINI-TRANSCRIPT OF NANCY BENNETT DEPOSITION

1 might be able to go out and try?
2 A. I don't know.
3 Q. What have you done to find out if you can
4 raise that kind of money?
5 MR. RUSSO: Objection to the form.
6 A. Nothing. He's handling it.
7 Q. So would it be fair to say that, as you sit
8 here right now, you have no actual knowledge that you
9 could raise that money right now, that kind of money?
10 A. Myself?
11 Q. You and your husband together.
12 A. Might be able to, but I'm not sure.
13 Q. How?
14 A. Financial help, banks.
15 Q. So you're speculating, as we sit here, that
16 you might be able to apply and qualify to raise that kind
17 of money, is that what you're saying?
18 A. It would have to be some kind of secured loan;
19 I don't know.
20 Q. Forgive me, ma'am. What I'm trying to
21 understand is, as you sit here right now, do you have any
22 actual basis to advise that you and your husband could
23 with any degree of certainty raise \$170,000?
24 A. I'm not sure.
25 Q. Well, you keep saying, "I'm not sure."

1 claim rescission throughout, so we'll deal with that
2 later.
3 MR. RUSSO: We'll disagree with the law. You
4 may disagree with it, but I did my research.
5 MR. FEDER: Great, okay.
6 Q. (BY MR. FEDER) What evidence do you have that
7 you could raise that kind of money right now?
8 A. I don't have any evidence.
9 Q. Thank you.
10 A. I'd have to go and, you know --
11 Q. Do you have any evidence that you and your
12 husband could have raised that kind of money between July
13 of 2012 and today?
14 MR. RUSSO: Objection to the form.
15 A. No.
16 Q. And this rental property that you have, it's
17 also financed, right?
18 A. Correct.
19 Q. You have no idea who signed the document that
20 you contend is a forgery, right?
21 A. No idea.
22 Q. You have no idea which company?
23 A. No, sir.
24 Q. Were you aware that GTE returned the mortgage
25 insurance escrow payments that you all had made in, I

1 A. I can't speculate.
2 Q. Of course you can say because we all know in
3 the room that the answer is --
4 MR. RUSSO: He's the financier. She's not
5 sure.
6 THE WITNESS: Yeah.
7 Q. (BY MR. FEDER) Okay. If you're not sure,
8 then tell me everything that allows you to say that it's
9 possible that you could go do that?
10 A. I just said I wasn't sure. I didn't say it
11 was possible.
12 Q. Well, if you're not sure, it means that it
13 therefore has to be possible. So I'm trying to understand
14 what evidence you have -- this is my only chance to find
15 out; and then the judge can consider your answers -- what
16 makes you say it's possible that right now you and your
17 husband could go get a loan on that property to be able to
18 raise \$170,000?
19 MR. RUSSO: Objection to the form.
20 MR. FEDER: What's the matter with the form,
21 Counsel?
22 MR. RUSSO: Because it doesn't put a time
23 frame on it.
24 MR. FEDER: Okay. Well, according to the law,
25 you have to have that ability from the minute you

1 guess it was August, September and October?
2 A. I know they sent a check, but we did not cash.
3 Q. I understand that. Why didn't you cash it?
4 A. We gave it to our attorney.
5 Q. And you were aware that there was an offer to
6 resolve this case?
7 MR. RUSSO: Objection to the form.
8 Q. (BY MR. FEDER) For \$15,000?
9 A. Yes, sir.
10 Q. And you participated in rejecting that?
11 A. My husband.
12 Q. You relied on your husband to decide.
13 A. Yes.
14 MR. RUSSO: Is the \$15,000 still on table?
15 MR. FEDER: No, sir.
16 MR. RUSSO: I didn't think so.
17 MR. FEDER: Not after what's been spent to
18 defend this garbage.
19 I have nothing further. We're done.
20 AND FURTHER DEPONENT SAYETH NAUGHT.
21 \*\*\*\*\*
22 (THEREUPON, THE DEPOSITION WAS CONCLUDED AT
23 2:40 P.M.)
24
25

MINI-TRANSCRIPT OF NANCY BENNETT DEPOSITION

1 CERTIFICATE OF OATH
2
3 STATE OF FLORIDA:
4 COUNTY OF MIAMI-DADE:
5
6 I, Geoffrey L. Colliflower, a Notary Public in
7 and for the State of Florida at Large, do hereby certify
8 that Nancy L. Bennett appeared before me and was duly
9 sworn.
10 WITNESS my hand and official seal this 30th day
11 of June, 2016.
12
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24
25

Handwritten signature of Geoffrey L. Colliflower and a notary seal for Geoffrey L. Colliflower, Commission #77826, Expires May 17, 2020.

1 TO BE EXECUTED BY THE NOTARY IF NANCY L. BENNETT DOES NOT
2 SIGN.
3
4 I hereby certify that this deposition transcript
5 was submitted to Nancy L. Bennett for reading and signing
6 on the 20th day of June, 2016, and that Nancy L. Bennett
7 did not read and sign this deposition transcript because:
8 ( ) Nancy L. Bennett or attorney waived reading and
9 signing by telephone.
10 ( ) Nancy L. Bennett read the deposition transcript and
11 witness or attorney waived signing by telephone.
12 ( ) Nancy L. Bennett refused to sign, giving the
13 following reason:
14
15 ( ) Neither Nancy L. Bennett nor her attorney has
16 responded to request to read and sign.
17
18
19
20 DATE NOTARY PUBLIC
21
22
23
24
25

1 READING AND SIGNING
2 DEPOSITION OF NANCY L. BENNETT
3 I do hereby certify that I have read all
4 questions propounded to me and all answers given by me on
5 the 24th day of June, 2016, taken before Geoffrey L.
6 Colliflower.
7 1) The transcript is true, correct, and completely
8 accurate.
9 2) The transcript is true, correct, and accurate
10 except as set forth in my list of corrections, citing the
11 page number, the line number and the reason for the
12 correction, realizing that for this purpose I am still
13 under oath.
14 Page No. \_\_\_ Line No. \_\_\_ should read:
15
16 Page No. \_\_\_ Line No. \_\_\_ should read:
17
18 Page No. \_\_\_ Line No. \_\_\_ should read:
19
20 Page No. \_\_\_ Line No. \_\_\_ should read:
21
22 NANCY L. BENNETT
23 Sworn to and subscribed before me this \_\_\_ day
24 of \_\_\_, 2016.
25 Notary Public
My Commission Expires: \_\_\_

1 REPORTER'S DEPOSITION CERTIFICATE
2
3 STATE OF FLORIDA:
4 COUNTY OF MIAMI-DADE:
5
6 I, GEOFFREY L. COLLIFLOWER, a Shorthand Reporter
7 and Notary Public in and for the State of Florida at
8 Large, do hereby certify that I was authorized to and did
9 stenographically report the deposition of Nancy L.
10 Bennett; that a review of the transcript was requested;
11 and that the transcript is a true and complete record of
12 my stenographic notes.
13 I further certify that I am not a relative,
14 employee, attorney or counsel of any of the parties, nor
15 am I a relative or employee of any of the parties'
16 attorney or counsel connected with the action, nor am I
17 financially interested in the action.
18 Witness my hand and official seal this 30th day
19 of June, 2016.
20
21
22
23
24
25

Handwritten signature of Geoffrey L. Colliflower and a notary seal for Geoffrey L. Colliflower, Commission #77826, Expires May 17, 2020.

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO. 12-41600-CA-22

John M. Bennett, and  
Nancy L. Bennett, his wife,

Plaintiffs,

vs.

Mortgage Electronic Registration Systems, Inc.,  
Home Loan Alliance, LLC f/k/a Leverage  
Financial, LLC d/b/a LF Loans,  
Jamal M. Wilson, and  
GTE Federal Credit Union,

Defendants.

---

AFFIDAVIT OF JOHN M. BENNETT  
IN OPPOSITION TO THE DEFENDANTS' AMENDED MOTION  
FOR SUMMARY JUDGMENT

BEFORE ME, the undersigned notary, appeared John M. Bennett, who, being first duly sworn under oath, deposes and states:

1. I am a named plaintiff in this action together with my wife Nancy L. Bennett.
2. Contrary to the defendant's amended motion for summary judgment, my second amended complaint actually states at paragraph #9 that:

*At the time the subject mortgage loan was closed, none of the documents presented to the Plaintiffs for review and execution, nor any previously signed by Plaintiffs for the loan given, contained disclosure to the Plaintiffs, nor an acknowledgment by the Plaintiffs, that the Plaintiffs would be responsible for payment of a premium for mortgage insurance (PMI).*

I was given a preapproval truth-in-lending act document (application) that did in fact require my signature and that of my wife to the application for a loan. However, that document did state a premium for mortgage insurance, and stated a higher rate of interest. That document was not however reflective of the actual loan received. For the loan given, the truth-in-lending act document makes no disclosure of a premium for mortgage insurance, and neither I, nor to my knowledge my wife, signed the separately required Payment Letter to Borrower dated June 12, 2012, the same date the mortgage was given (Exhibit attached to Complaint; also page 13 of Exhibit B of defendants' exhibits) which fraudulently includes a mortgage insurance premium.

3. I stated the truth that there was no agreement by me to be responsible for the payment of a



mortgage insurance premium **for the loan given**. I never entered into a contractual agreement with the lender to pay mortgage insurance **for the loan given**. I do not consider the application to be "the loan given". In fact, I really did not want to pay mortgage insurance. I never stated that there would not be a possibility of mortgage insurance on the loan that would eventually be proposed, but I had a right to accept or reject the final loan amount, and the final loan amount did not include a mortgage insurance premium. The closing agent even verified for me that the mortgage loan was correct as to the amount stated at closing.

4. The signature on the Payment Letter to Borrower dated June 12, 2012, the same date the mortgage was given (Exhibit attached to Complaint; also page 13 of Exhibit B of defendants' exhibits), that shows a PMI of \$100.92 was not signed by me, or to my knowledge my wife.
5. I never admitted that I was "notified that the issue of mortgage insurance was removed from the loan before" I had made the first mortgage insurance payment into escrow. After we retained an attorney, incurred expenses, and paid three mortgage payments under protest with the PMI amount of \$100.92 were the payments apparently removed.
6. My first call to GTE mortgage was not to object to the charge for monthly mortgage insurance. I received a coupon in the mail for the first monthly payment that was less than the amount that I had agreed to at closing. In other words, leaving the dispute over the mortgage insurance premium aside, I knew that I owed the bank more for just the principal, interest, and escrow for insurance and taxes. I then called to the bank to inform them of their error. The bank responded by phone three days later with a new amount that was higher than the amount in the Truth-In-Lending Disclosure we signed at closing. I then told the bank that amount was incorrect and higher than what I had agreed to pay. I asked the bank to send me a copy of their Payment Letter to Borrower, and I would send them my copy. When I got the bank's copy of the Payment Letter to Borrower, I recognized that it was a forgery. These facts were explained at my deposition, which you can see starting on line 2 of page 20, and then continuing to line 25 of page 21 (see Exhibit K of the defendant's motion).
7. There was no indication received by me that the mortgage insurance premium had been removed from the loan until after the time this law suit was filed, when I received in the mail a check for return of three months of the mortgage insurance premium. Contrary to my demands, there was no compensation tendered for paying my attorney's fees, which had since the time of the demand had increased.
8. The monthly statement dated October 17, 2012, with no explanation that the mortgage insurance premium had been removed, was also not received by me until after the time the law suit was filed. The October 17, 2012 date was beyond the allotted 60 days in the demand I had initially made, and by then I had also incurred additional fees and costs for the law suit.

I HAVE NOTHING FURTHER TO SAY.

  
John M. Bennett

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 9th day of November, 2016, by John M. Bennett. He produced Florida Driver's License (type of identification presented - giving detail) as an identification and taken an oath.

NOTARY PUBLIC

Sign [Signature]

Print Annie Corzo-Lopez

State of Florida at Large (Seal)



My Commission Expires: Nov 4<sup>th</sup>, 2018

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to Scott Jay Feder, attorney for the Defendants other than Mortgage Electronic Registration Systems, Inc., by e-mail delivery to scottj8@aol.com, on this November 9, 2016.

REX E. RUSSO, ESQ.  
Attorney for the Plaintiffs  
2655 LeJeune Road, PH 1-D  
Coral Gables, FL 33134  
(305) 442-7393  
Primary email: RexLawyer@Prodigy.net  
Secondary email: Rex@FloridaPropertyLitigation.com

[Signature]

Rex E. Russo  
Florida Bar #0331597

THE ORIGINAL OF THIS DOCUMENT IS RETAINED BY COUNSEL AND WILL BE BROUGHT TO THE HEARING ON THE DEFENDANTS' MOTION.

[Signature]



**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 12-41600-CA-22

John M. Bennett, and  
Nancy L. Bennett, his wife,

Plaintiffs,

vs.

Mortgage Electronic Registration Systems, Inc.,  
Home Loan Alliance, LLC f/k/a Leverage  
Financial, LLC d/b/a LF Loans,  
Jamal M. Wilson, and  
GTE Federal Credit Union,

Defendants.

---

**PLAINTIFFS' MEMORANDUM OF LAW  
IN OPPOSITION TO THE DEFENDANTS'  
MOTION FOR SUMMARY JUDGMENT**

COME NOW the Plaintiffs, by and through undersigned counsel, and file this Memorandum of Law in Opposition to the Defendants' Motion for Summary Judgment, and as grounds therefor state:

**INTRODUCTION:**

Unless otherwise stated, references to record citations are to the documents that the Defendants attached to their Motion for Summary Judgment, utilizing the same format as the Defendants.

**I. PUTTING THE COOKIE BACK IN THE JAR, DOES NOT MEAN YOU WERE NOT CAUGHT WITH YOUR HAND IN THE COOKIE JAR.**

Defendants' consistent argument throughout has been that the forged Payment Letter to Borrower dated June 12, 2012 (Exhibit attached to Complaint; also page 13 of Exhibit B of defendants' exhibits) which fraudulently includes a mortgage insurance premium (MIP), was not their fault although the document was created by any of them or their agents; maintained by them; and then used as the premise for charging the mortgage insurance premium which had not been

disclosed in the Truth-In-Lending document that was signed at the time of the closing.<sup>1</sup> However, once the lender was caught in the lie, that is when the Plaintiffs' produced a copy of the actually signed Payment Letter to Borrower, the Defendants scrambled to create a cover scenario.

First, the Defendant's agent stated that the MIP was necessary, required, and could not be removed (Depo. JB, pg. 11, Ex. 13, pg. 155). A document to be signed by the Plaintiffs was demanded, but refused. (Depo. JB, pg. 11, Ex. 13, pg. 166). Then, the Plaintiffs were told that the Defendants were looking into whether the mortgage insurance company could make a change to the policy in order to remove the MIP. (Depo. JB, pg. 11, Ex. 13, pg. 166). Then, the Plaintiffs were told that Defendants "are able to remove the MI from this loan." (Depo. JB, pg. 11, Ex. 13, pg. 169), and that the change would be reflected in the next payment coupon. The Defendants did not say that the MIP had been removed, only that they were "able to remove it." But, nothing happened. MIP was not removed from the loan at that time contrary to the statement made by the Defendants in their motion. The statement mailed in August for September's payment still had the MIP premium charge. The statement mailed in September for the October payment still had the MIP premium charge. So, the Plaintiffs filed legal action.

No sooner did the Plaintiffs file the complaint when suddenly the mortgage insurance premium was removed. After the complaint was filed a check sent for the three MIP payments tendered by the Plaintiff directly to the Plaintiff, without explanation, and without any additional compensation as demanded by them for their attorney's fees. In any event, once the Plaintiffs were backed into having to take legal action, and the 60-days given to correct the MIP charge had expired,

---

<sup>1</sup> In John Bennett's affidavit in opposition to the Motion for Summary Judgment, he explained that the first statement he received did not include a charge for MIP. Mr. Bennett was not expecting a charge for the MIP as none had been agreed to at closing, but he nevertheless realized that the monthly charge was less than the disclosed payment for principal, interest, and escrow for taxes and insurance. It was after he called with that explanation that the bank charged the MIP in a later sent statement.

the amount required by the Plaintiffs to settle the matter would have been considerably more because of costs expended and additional attorney's fees. The Plaintiffs had damages in the nature of both the MIP they had paid, and the MIP they understood they were still under an obligation to pay, at the time they filed the instant action. The MIP payments were not "for payments by Plaintiffs to their own escrow account for the note and mortgage" (i.e. for agreed upon escrows to cover taxes and home owner's insurance) but specifically for the MIP or there would not have been an after the fact tender of the payments back to the Plaintiffs.

None of the cases cited by the Defendants support their argument that they were absolved for the wrongful charge and collection of the MIP by stuffing the cookie (i.e. the required payments) back into the cookie jar. Why else would Defendant Wilson on behalf of Defendant Leverage Financial, LLC d/b/a LF Loans (the loan originator) have tendered payment to the mortgage holder (page 171 of Defendants' exhibits)<sup>2</sup> if the fraud in the creation of the Payment Letter to Borrower dated June 12, 2012 (Exhibit attached to Complaint; also page 13 of Exhibit B of defendants' exhibits) did not fall at the feet of Mr. Wilson? Although the finger was pointed to the title company and unknown others for the forgery, there is a rather clear inference that Mr. Wilson and LF Loans were at least liable for the forgery. See, United States Supreme Court opinion in Campbell-Ewald Co. v. Gomez, *slip opinion*, page 20 (2016) (Justice Thomas concurring) ("[A] tender of the amount due was deemed "an admission of a liability" on the cause of action to which the tender related."), citing to Cottier v. Stimpson, 18 F. 689, 691 (Ore. 1883) (explaining that a tender constitutes "an

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<sup>2</sup> Note that the referenced check does not include a copy of the reverse side which would disclose when the Mortgage Guaranty Insurance Company (MGIC) processed the payment. This specific information was not shared more than a year earlier, and months prior to the action being filed, or an action might never have been filed. Furthermore, the inclusion of this very obvious settlement offer included in the attachments to the Defendants' motion was apparently to discredit the sensibilities of the Plaintiffs' counsel before this court. In fact, the Defendants made an acceptance of the offer but were told that the offer no longer stood. See attached hereto a continuation of the settlement communication.

admission of the cause of action"); The Rossend Castle Dillenback v. The Rossend Castle, 30 F. 462, 464 (SDNY 1887) (same). "Even when a potential defendant properly effectuated a tender, the case would not necessarily end. At common law, a plaintiff was entitled to "deny that [the tender was] sufficient to satisfy his demand" and accordingly "go on to trial.'" Campbell-Ewald Co. v. Gomez at 21.

If Mr. Wilson on behalf of LF Loans had in fact timely sent payment to the Mortgage Insurance Guaranty Company (MIGC) on August 1, 2012 (see page 172 of the exhibits), you would expect him to be very certain to have sent a copy of the payment to the Plaintiffs immediately, but he did not. You would likewise expect MIGC to have received the payment, and the mortgage holder to have made a correction prior to the issuance of the monthly statement sent later in August 2012 for the payment due in September 2012, but that did not happen. You would even more so expect MIGC to have received the payment, and the mortgage holder to have made a correction prior to the issuance of the monthly statement sent in September 2012 for the payment due in October 2012, but that did not happen either.

II. THE FORGED PAYMENT LETTER TO BORROW MUST HAVE BEEN CREATED BY A DEFENDANT AS AGENT FOR THE OTHER DEFENDANTS, OR BY AN AGENT OF ONE OF THE DEFENDANTS.

The title company was chosen by the lender to oversee the creation and execution of the documents, and possibly to write title insurance. Accordingly, the title agent was an agent of the lender, not the borrower/Plaintiffs. Even if the title company were to be considered a dual agent, in preparing and submitting the required federal truth-in-lending act disclosures, the agent would necessarily have been acting on the lender's behalf. Furthermore, Plaintiff does not have to prove at a motion for summary judgment by the Defendants that it knows who committed the forgery, and it remains an open issue of fact as to whether the forgery was created by any defendant, or at the direction of any defendant, until determined by the trier of fact.



The assumption here is that Defendant Wilson knows something about who committed the forgery, and that LF Loans accepted liability for the forgery by tendering the payment for the MIP. Accordingly, liability for the chain of events emanating from forgery apparently started with Mr. Wilson and lies at his feet.

### III. GTE REMAINS LIABLE UNDER THE TRUTH IN LENDING ACT AS THE MORTGAGE HOLDER.

As previously explained, and as affirmed by Mr. Bennett in his motion in opposition to the Defendants' Motion for Summary Judgment, the Plaintiffs were not advised that the MIP had been removed from the loan. Wilson only advised that he found out that he could resolve it, not that he had resolved the problem. Furthermore, the monthly statement for the payment due November 1, 2016 did not arrive at the Plaintiff's residence until after the lawsuit was filed on October 23, 2012. The statement arrived late, with no explanation, and nothing to complete the demands made by the Plaintiffs. Accordingly, at the time the action was filed the problematic issue of paying the monthly MIP remained. There was then, and therefore is now, an actual controversy. In fact, there is no absolute proof that LF Loans paid off the MIP prior to the action being filed as the reverse side of the check tendered is omitted. Yet, even if LF Loans had done so, there was no guaranty given that GTE considered the matter forever resolved. Defendants arguments are once again an extension of the argument that liability does not exist because they stuffed the cookie back into the jar.

### IV. THE TRUTH IN LENDING ACT (TILA) IS MOST CERTAINLY APPLICABLE

The disclosure at the closing was that there was not going to be a charge for MIP. If the Plaintiffs did in fact have an obligation to cooperate in resolving an "oversight" and cooperate in acknowledging the TILA requirements by acknowledging an obligation to pay the MIP, then why would the Defendants not have insisted on the Plaintiffs doing precisely that? Instead, Wilson as a principal for LF Loans paid off the MIP balance and tendered back the MIP payments that had been made, albeit – late. Defendants conflate the argument by essentially stating that since the Plaintiffs



state they should not have been charged the MIP, they must be treated like they were not charged the MIP, and the case should proceed as though there never was a MIP, although Wilson on behalf of LF Loans paid off the balance for the MIP – albeit without a proper agreement, without proper notice, and late. Now that sounds like the Mad Hatter.

For the first time the Defendants come forward with the defense that they had 60-days to cure the oversight regarding the MIP, and that they acted within the 60 days (i.e. by August 11, 2012; that being 60 days from the closing). There is absolutely no proof supporting that contention. At best, the appearance would be that it was resolved by the time the statement for the November 2012 payment was sent in October 2012.

#### V. NO BAD FAITH

Not only are the factual assertions asserting bad faith incorrect, but the claim is not made in strict adherence with the statute thus voided the ability of the Defendants to assert a claim for fees even if correct. Matte v. Caplan, 140 So.3d 686 (Fla. 4th DCA 2014) (57.105 is in derogation of the common law and must be strictly construed).

#### CONCLUSION

The Defendant's motion must be denied.

REX E. RUSSO, ESQ.  
2655 LeJeune Road, PH 1-D  
Coral Gables, FL 33134  
(305) 442-7393  
Primary email: [RexLawyer@Prodigy.net](mailto:RexLawyer@Prodigy.net)  
Secondary email: [Rex@FloridaPropertyLitigation.com](mailto:Rex@FloridaPropertyLitigation.com)

/s/

---

Rex E. Russo  
Florida Bar #0331597

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to Scott Jay Feder, attorney for the Defendants other than Mortgage Electronic Registration Systems, Inc., by e-mail delivery to scottj8@aol.com, on this November 10, 2016.

/s/

---

Rex E. Russo

REX RUSSO <rexlawyer@prodigy.net>  
12/12/13 at 10:55 AM

To

Arthur Corrales

Message body

I thought we about had this settled. Give me a call today if you think it is still possible.

Yours Truly,

Rex E. Russo  
2655 LeJeune Rd., PH 1-D  
Coral Gables, FL 33134  
www.FloridaPropertyLitigation.com  
Tel. 305-442-7393  
Fax 786-524-0573

, just click link below.

<https://secure.campaigner.com/CSB/Public/Form.aspx?fid=815230>

EXPERIENCE COUNTS:

Over 500 litigation cases (before local state courts, local Fed. District Courts, and local BR Court).

Over 500 bankruptcy cases (petitions for individuals and corporations, involuntary petitions, creditor claims, and creditor actions).

Over 180 cases taken to Judgment (including jury, non-jury, arbitration, and administrative).

Over 40 appeals and petitions taken (before Florida 11th Circuit Court, Florida 3rd & 4th Dist. Courts of Appeal, Florida Supreme Court, Federal Dist. Ct. for So. Dist. Fla, Federal 11th Cir. Ct. Appeals, and to the U.S. Supreme Court).

From: Arthur Corrales <acorrales@arthurcorraleslaw.com>  
To: "(rexlawyer@prodigy.net)" <rexlawyer@prodigy.net>  
Sent: Tuesday, December 10, 2013 11:31 AM  
Subject: Bennett Case

I received your call last week and wanted to let you know that we have sent this case to Miami counsel. You should be receiving the substitution docs soon.

His name is Scott Fedor (305) 669-0060. Please feel free to contact him.

Arthur S. Corrales, Esq.  
3415 West Fletcher Avenue  
Tampa, Florida 33618  
Phone: (813) 908-6300  
Fax: (813) 908-6339

Nothing contained herein shall constitute a written amendment to any written or oral agreement. The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email, and destroy all copies of the original message.

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 12-41600 CA 22

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiff,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendant.

---

ORDER GRANTING FINAL SUMMARY JUDGMENT AND FINAL JUDGMENT  
THEREON

THIS MATTER HAVING come before the Court on November 21, 2016 on Defendants' Motion for Final Summary Judgment and the Court having considered the Amended Motion for Final Summary Judgment and evidence in support thereon, the Plaintiff's Memorandum in Opposition to Motion for Summary Judgment and Plaintiff John Bennett's Affidavit, and being otherwise duly advised in the premises does hereby ORDER and ADJUDGE that:

1. The Motion be and is hereby GRANTED.
2. Final Summary Judgment be and is hereby entered in this matter for the Defendant and against the Plaintiffs on all counts of the Second Amended Complaint



*with prejudice.* The Plaintiffs shall go hence without day with each side to bear its own fees and costs.

3. Defendant's Motion for fees and costs pursuant to §57.105 (2016) be and is hereby denied.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 11/29/16.

  
MICHAEL HANZMAN  
CIRCUIT COURT JUDGE

**FINAL ORDERS AS TO ALL PARTIES**  
**SRS DISPOSITION NUMBER 12**  
**THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.**  
Judge's Initials MH

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.

CIRCUIT COURT JUDGE

Copies furnished to:  
Scott Jay Feder, Esq., [scotti8@aol.com](mailto:scotti8@aol.com)  
Rex Russo, Esq. [rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net)

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 12-41600 CA 22

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiff,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., a HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendant.

---

**DEFENDANTS' MOTION FOR RECONSIDERATION OF ORDER DENYING  
DEFENDANT'S FEES AND COSTS**

Defendants, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.  
(MERS"), HOME LOANS ALLIANCE, LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a LF  
LOANS ("LF LOANS"), JAMAL M. WILSON ("WILSON") and GTE FEDERAL CREDIT  
UNION ("GTE"), through undersigned counsel, hereby move for reconsideration of the Court's  
order denying fees and costs and state:

1. On November 21, 2016, this Court granted Defendants final summary judgment  
on all claims but denied fees and costs to all Defendants. At the time, there was no discussion of  
WILSON and the claims against him personally. The Court should reconsider its ruling in light  
of the facts and law as they apply to this individual who is the person who has paid the majority

of the over \$25,000 in fees and costs in this action.

2. The Court announced it was denying the motion for \$57.105 fees and costs based on the Plaintiff having a “colorable” basis for the lawsuit. When the facts and law are examined, no basis in either exists for WILSON to have been sued.

3. Given that Plaintiff never had any legal or factual basis to sue two of the Defendants, to wit: MERS and JAMAL WILSON, the Court may have overlooked this fact in this ruling.

4. Plaintiffs and their counsel knew the following relevant facts at all times, to wit:

- a) The loan was made originally by LF LOANS.
- b) The loan was assigned to GTE FEDERAL CREDIT UNION.
- c) The allegedly forged document was allegedly sent to them by GTE.
- d) They had no information as to who created and allegedly forged the offending document. Despite four years of litigation, no evidence was ever discovered regarding this alleged forged document.

5. Thus, Plaintiff’s counsel knew, or should have known had he performed proper due diligence as required by Florida law before making any claim, before filing a lawsuit, and throughout the entire case, that the law was clear and unequivocal that there was no factual or legal basis to sue JAMAL WILSON personally. Furthermore, Plaintiff knew or should have known at all times that the law was clear and unequivocal that there was no legal right upon which to sue MERS.

**PLAINTIFFS AND THEIR COUNSEL ARE IN BAD FAITH**

Prior to initiating this litigation, Plaintiffs and their counsel were aware that the mortgage insurance had been removed from this loan and that their voluntary payments of \$302.76 into

their escrow account would be returned. Thus Plaintiffs and their counsel were aware that they had no damages as a result of the allegedly forged document.

Plaintiffs and their counsel were also aware that they had no evidence as to who allegedly forged the offending document.

Nevertheless, Plaintiffs started the lawsuit, making false claims therein against these defendants, and pursued the lawsuit for four years without any factual basis at all let alone a good faith basis as is required by law.. Plaintiffs claimed they had never had any knowledge of mortgage insurance when they did, alleged that Wilson directed the forgery, and claimed doubt as to their rights when there was no doubt whatsoever. These are classic bad faith litigation tactics.

The legislature enacted F.S. §57.105 (2014) to end frivolous litigation, providing that:

(1) Upon the court's initiative or motion of any party, the court shall award a reasonable attorney's fee, including prejudgment interest, to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceeding or action in which the court finds that the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial:

- (a) Was not supported by the material facts necessary to establish the claim or defense; or
- (b) Would not be supported by the application of then-existing law to those material facts.

### **CLAIMS AGAINST JAMAL WILSON**

Plaintiffs sued JAMAL WILSON personally. He was the sole member of LF LOANS LLC which was the originator of this loan. Plaintiffs claimed that "LF LOANS LLC directly, **at the direction of WILSON**, or through their agents, forged the signatures of Plaintiffs.....".

(Complaint, Amended Complaint and Second Amended Complaint)

At the time of the lawsuit through and until today, Plaintiffs have never had any evidence

or information of any kind that would provided any basis to make such spurious allegations against LF LOANS let alone JAMAL WILSON personally. Indeed, in their opposition to the motion for summary judgment, the entirety of their argument as to Wilson was that he was the owner of a legal entity which therefore made him liable or because he paid the purchase money insurance he was therefore admitting guilt.

The law is absolutely clear that no individual ever has legal responsibility for the actions of a legal entity unless that person individually committed the wrongdoing and even then there are various legal protections that may protect the individual. Thus Plaintiff's argument on this ground is exactly the type of claim that F.S. §57.105 (2016) was created to halt. As to the second argument, the Court already rejected this nonsense since there are many reasons why someone takes actions such as paying for another's obligation, none of which are an admission of guilt.

Accordingly, WILSON should never have been personally sued. These claims were frivolous.

WILSON has had to defend himself against these spurious allegations for the past four years. His legal fees exceed \$25,000. Plaintiffs and their counsel should be held accountable for these fees.

#### **CLAIMS AGAINST MERS**

Plaintiffs and their counsel sued MERS for a declaratory decree for the alleged controversy concerning whether purchase money insurance was due and for alleged Truth in Lending Act (TILA) violations that occurred after the closing. As the Court has already noted, no controversy existed at the time of the lawsuit since the Plaintiffs had already been advised that PMI had been removed from the loan (saving them over \$36,000) and that the \$302.76 they had paid into escrow would be returned. The Court also noted that the alleged mistakes after the loan



had closed were not TILA violations either.

The Court did say that the Plaintiff's claims in this regards were "colorable", however, the law is absolutely and unequivocally clear that MERS has no liability and should never have been sued for any such claims. At the hearing Plaintiff's counsel admitted this fact!. Plaintiff's counsel therefore violated the law when he sued MERS with no good faith

Accordingly, given that the Plaintiffs allegations are materially false, Plaintiffs and their counsel, should be sanctioned for violating Florida Statute 57.105 (2014). Defendants complied with the statutory safe harbor provisions of F.S. §57.105(2014) by giving advance notice to the Plaintiffs and their counsel of this motion before filing same and waiting for the appropriate time frame to pass within which Plaintiffs could withdraw their claims, yet Plaintiffs and their counsel have not withdrawn the claims and instead have continued to pursue the claims. The Court, on its own initiative also has the express power to award such sanctions.

Additionally, since the Plaintiff sued on the contract which has a fee provision and sued under TILA which also has a fee provision, Florida law provides that the opposing side that prevails is entitled to their fees.

WHEREFORE, Defendants respectfully request that this Court reconsider its ruling on fees and costs and grant such other and further relief as is appropriate under the circumstances.

**CERTIFICATE OF SERVICE**

I HERE BY CERTIFY that a copy hereof has been furnished electronically on the 29th day of November 2016 to: Rex Russo, Esquire, 2655 Le Jeune Road, PH 1-D, Coral Gables, Florida 33134; ([rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net) ).

SCOTT JAY FEDER, P.A.  
Attorneys for Defendant Wilson et al  
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Coral Gables, FL 33146  
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By:       /s/ Scott Jay Feder        
Scott Jay Feder

IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

CASE NO: 12-41600 CA 22

John Bennett, et al

Plaintiff(s),

vs.

Mortgage Electronic  
Registration Systems et al  
Defendant(s)

FILED FOR RECORD  
2016 DEC 14 AM 11:52  
CIRCUIT COURT & COUNTY CLERK  
MIAMI-DADE COUNTY, FL  
CIVIL DIVISION #150

ORDER  
GRANTING/DENYING  
PLAINTIFFS/DEFENDANT'S  
Motion for Reconsideration of  
Order Denying Fees and Costs

THIS CAUSE having come on to be heard on December 13, 2016  
on Plaintiff's/Defendant's Motion

for Reconsideration of Order Denying Fees + Costs

and the Court having heard arguments of counsel, and being otherwise advised in the premises, it is hereupon

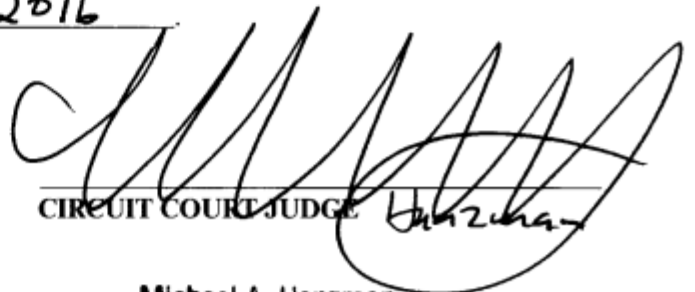
ORDERED AND ADJUDGED that said Motion be, and the same is hereby

Granted. The Court vacates it's prior order  
denying fees and costs and will hear oral  
argument on "enlight" only on Jan 5th at  
10:15. Prior to hearing the parties shall file and  
bring to chambers all matters they wish the Court to consider on  
the question of whether sanctions under § 57.105 are warranted.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida this 16th

day of

December, 2016



CIRCUIT COURT JUDGE Hanzman

Copies furnished to: Counsel of Record

Michael A. Hanzman  
Circuit Court Judge

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 12-41600-CA-22

John M. Bennett, and  
Nancy L. Bennett, his wife,

Plaintiffs,

vs.

Mortgage Electronic Registration Systems, Inc.,  
Home Loan Alliance, LLC f/k/a Leverage  
Financial, LLC d/b/a LF Loans,  
Jamal M. Wilson, and  
GTE Federal Credit Union,

Defendants.

\_\_\_\_\_ /

NOTICE OF APPEAL

NOTICE IS GIVEN that Plaintiffs, Appellants, appeal to the Third District Court of Appeal, the Summary Final Judgment of this Court rendered on November 29, 2016. The nature of the order is a Summary Final Judgment dismissing all Defendants. A conformed copy of the judgment appealed from is attached hereto.

REX E. RUSSO, ESQ.  
2655 LeJeune Road, PH 1-D  
Coral Gables, FL 33134  
(305) 442-7393  
Primary email: [RexLawyer@Prodigy.net](mailto:RexLawyer@Prodigy.net)  
Secondary email: [Rex@FloridaPropertyLitigation.com](mailto:Rex@FloridaPropertyLitigation.com)

/s/

\_\_\_\_\_  
Rex E. Russo  
Florida Bar #0331597

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to Scott Jay Feder, attorney for the Defendants other than Mortgage Electronic Registration Systems, Inc., by e-mail delivery to [scottj8@aol.com](mailto:scottj8@aol.com) on this December 27, 2016.

/s/

\_\_\_\_\_  
Rex E. Russo

CFN: 20160754024 BOOK 30369 PAGE 143

CFN: 20160684089 BOOK 30324 PAGE 290  
DATE: 11/30/2016 09:00:53 AM  
HARVEY RUVIN, CLERK OF COURT, MIA-DADE

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 12-41600 CA 22

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiff,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendant.

...../

ORDER GRANTING FINAL SUMMARY JUDGMENT AND FINAL JUDGMENT  
THEREON

THIS MATTER HAVING come before the Court on November 21, 2016 on Defendants' Motion for Final Summary Judgment and the Court having considered the Amended Motion for Final Summary Judgment and evidence in support thereon, the Plaintiff's Memorandum in Opposition to Motion for Summary Judgment and Plaintiff John Bennett's Affidavit, and being otherwise duly advised in the premises does hereby ORDER and ADJUDGE that:

1. The Motion be and is hereby GRANTED.
2. Final Summary Judgment be and is hereby entered in this matter for the Defendant and against the Plaintiffs on all counts of the Second Amended Complaint



*with prejudice.* The Plaintiffs shall go hence without day with each side to bear its own fees and costs.

3. Defendant's Motion for fees and costs pursuant to §57.105 (2016) be and is hereby denied.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 11/29/16.

  
MICHAEL HANZMAN  
CIRCUIT COURT JUDGE

**FINAL ORDERS AS TO ALL PARTIES**  
**SRS DISPOSITION NUMBER 12**  
**THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.**  
Judge's Initials MH

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.

CIRCUIT COURT JUDGE

Copies furnished to:  
Scott Jay Feder, Esq., [scotti8@aol.com](mailto:scotti8@aol.com)  
Rex Russo, Esq. [rexlawver@prodigy.net](mailto:rexlawver@prodigy.net)

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 12-41600 CA 22

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiff,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., a HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a LF  
LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendant.

---

**DEFENDANTS' COMPLIANCE WITH COURT'S ORDER DATED DECEMBER 16,  
2016 REQUESTING MATERIALS ON ENTITLEMENT TO FEES AND COSTS**

Defendants, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

(MERS"), HOME LOANS ALLIANCE, LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a LF  
LOANS ("LF LOANS"), JAMAL M. WILSON ("WILSON") and GTE FEDERAL CREDIT  
UNION ("GTE"), through undersigned counsel, hereby file their Compliance with Court's Order  
dated December 16, 2016 Requesting Materials on Entitlement to Fees and Costs, and state:

1. On November 21, 2016, this Court granted Defendants final summary judgment on all claims.
2. On December 16, 2016, this Court entered its Order Granting Defendant's Motion for Reconsideration of Order Denying Fees and Costs, stating specifically therein that prior to

oral argument at a hearing on “entitlement” set for January 5 at 10:15, “the parties shall file and deliver to chambers all materials they wish the Court to consider on the question of whether sanctions under §57.105 are warranted”.

3. On December 27<sup>th</sup>, Plaintiffs filed a Notice of Appeal but to date, same has not been docketed nor has an appeal been entered thus creating an ambiguity regarding jurisdiction. In good faith, undersigned counsel contacted Plaintiffs’ counsel regarding a relinquishment of jurisdiction by the appellate court but counsel refused to agree. As there is no docketed appeal as of yet, no motion seeking such relief can yet be filed.

**PLAINTIFFS ARE IN BAD FAITH FOR FALSE ALLEGATIONS AGAINST**

**JAMAL WILSON**

4. Plaintiff has never had any legal or factual basis to sue two of the Defendants, to wit: MERS and JAMAL WILSON.

5. Plaintiffs and their counsel knew the following relevant facts at all times, to wit:

- a) LF Loans was the mortgage broker on this matter.
- b) The loan closing was handled by a title agent, Stewart Title.
- c) After closing, the loan was assigned to GTE FEDERAL CREDIT UNION.
- d) After closing, Plaintiff alleges they received an allegedly forged document from GTE.
- e) Plaintiff has never had any information as to who created and allegedly forged the offending document. Despite four years of litigation, no evidence has ever been provided regarding this key fact.

6. Thus, at the time Plaintiff’s counsel filed suit, Plaintiff’s counsel knew, or should

have known had he performed proper due diligence as required by Florida law before making any claim, that the law was clear and unequivocal that there was no factual or legal basis to sue JAMAL WILSON personally.

7. Furthermore, Plaintiff knew or should have known at all times that the law was clear and unequivocal that there was no legal right upon which to sue MERS.

**PLAINTIFFS AND THEIR COUNSEL ARE IN BAD FAITH**

Prior to filing this litigation, Plaintiffs and their counsel were aware that the mortgage insurance had been removed from this loan and that their voluntary payments of \$302.76 into their escrow account would be returned. Plaintiffs and their counsel were thus aware that they had no damages as a result of the allegedly forged document.

Plaintiffs and their counsel were also aware that they had no evidence as to who allegedly forged the offending document.

Nevertheless, Plaintiffs started the lawsuit, making false claims therein against these defendants, and pursued the lawsuit for four years without any factual basis at all let alone a good faith basis as is required by law. Plaintiffs claimed they had never had any knowledge of mortgage insurance when they did, alleged that Wilson directed the forgery, and claimed doubt as to their rights when there was no doubt whatsoever. These are classic bad faith litigation tactics.

The legislature enacted F.S. §57.105 (2014) to end frivolous litigation, providing that:

- (1) Upon the court's initiative or motion of any party, the court **shall** award a reasonable attorney's fee, including prejudgment interest, to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceeding or action in which the court finds that the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial:

(a) Was not supported by the material facts necessary to establish the claim or defense; or

(b) Would not be supported by the application of then-existing law to those material facts.

Initially, it should be noted that the old standard of “complete absence of a justiciable issue of either law or fact” was expressly changed by the legislature in enacting the “new” statute in 1999. As recognized by the courts, the intent of the legislature was to reduce the standard by which frivolous claims or defenses were to be judged. Thus all of the cases before 1999 on this issue are of little precedential value. *See Gahn v. Holiday Property Bond, Ltd.*, 826 So.2d 423, 426 (Fla. 2<sup>nd</sup> DCA 2002), citing *Forum v. Boca Burger, Inc.*, 788 So.2d 1055, 1060-61 (Fla. 4<sup>th</sup> DCA 2001), reversed on other grounds.

This Court has discretion to consider whether there were any “material facts necessary to establish the claim” or, whether the existing law applied to those facts supported the claims. Absent an abuse of this discretion, the Court’s ruling is to be affirmed.

In the case at bar, Plaintiffs had absolutely no facts supporting his claims against JAMAL WILSON individually, let alone material facts necessary to support the claim. Furthermore, existing law not only did not support Plaintiffs’ position, the law completely opposed the claims. Finally, the existing law expressly precluded any action against MERS.

Plaintiffs allegations against WILSON individually were outrageous and in bad faith. The claims against MERS were similarly frivolous pursuant to existing law.

### **CLAIMS AGAINST JAMAL WILSON**

Plaintiffs sued JAMAL WILSON personally. He was the sole member of LF LOANS LLC which was the originating broker on this loan. Plaintiffs claimed that “LF LOANS LLC directly, **at the direction of WILSON**, or through their agents, forged the signatures of



Plaintiffs.....” (Complaint, Amended Complaint and Second Amended Complaint)

At the time of the lawsuit through and until today, Plaintiffs have never had any evidence or information of any kind that would provide any basis to make such spurious allegations against LF LOANS let alone JAMAL WILSON personally. Indeed, in their opposition to the motion for summary judgment, the entirety of their argument as to Wilson was that he was the owner of the legal entity which somehow made him liable despite there being absolutely no law ever existing in the State of Florida supporting this contention. Indeed, as the Court is well aware, the legal fiction completely insulates individuals from liability excepting only when there the individual is personally guilty of the specific wrongdoing. In the case at bar, Plaintiffs have never had any evidence as to who may have created the alleged forged document.

The law is absolutely clear that no individual ever has legal responsibility for the actions of a legal entity unless that person individually committed the wrongdoing and even then there are various legal protections that may protect the individual. Thus Plaintiff’s argument on this ground is exactly the type of claim that F.S. §57.105 (2016) was created to halt.

Plaintiff’s second argument as to why it was not bad faith to sue JAMAL WILSON was his business decision to pay the purchase money insurance in its entirety which Plaintiff contends was therefore an admission of guilt. As the Court recognized at the hearing, this argument was patently frivolous. There are many reasons why matters are resolved, one of the main ones being that often it is simply cheaper to do so rather than pay lawyers. Indeed, in the case at bar, the approximately \$5,500 payment of the purchase money insurance was far cheaper than the legal fees and costs in the matter which now exceed \$35,000!

At the hearing, Plaintiff advanced for the first time the novel argument that because JAMAL WILSON had not put into the court record an affidavit denying that he had forged the

document, somehow this created a good faith basis for the lawsuit and allegations against him. Plaintiff apparently believes that the legal principles and ethical obligations that it is the Plaintiffs burden to diligently investigate a matter and come forward with some proof that would permit allegations to be made in good faith do not apply. On the contrary, the very purpose of F.S. §57.105 (2015) was to put an end to this type of “shotgun” lawyering where allegations are made without any basis in fact or law!

WILSON should never have been personally sued. These claims and allegations were without any factual or legal basis.

#### **CLAIMS AGAINST MERS**

Plaintiffs and their counsel sued MERS for a declaratory decree for the alleged controversy concerning whether purchase money insurance was due and for alleged Truth in Lending Act (TILA) violations that occurred after the closing. As the Court has already noted, no controversy existed at the time of the lawsuit since the Plaintiffs had already been advised that PMI had been removed from the loan (saving them over \$36,000) and that the \$302.76 they had paid into escrow would be returned. The Court also noted that the alleged mistakes after the loan had closed were not TILA violations either.

The Court did say that the Plaintiff’s claims in this regards were “colorable”, however, the law is absolutely and unequivocally clear that MERS has no liability and should never have been sued for any such claims. At the hearing Plaintiff’s counsel admitted this fact!. Plaintiff’s counsel therefore violated the law when he sued MERS with no good faith

Accordingly, given that the Plaintiffs allegations are materially false, Plaintiffs and their counsel, should be sanctioned for violating Florida Statute 57.105 (2014). Defendants complied with the statutory safe harbor provisions of F.S. §57.105(2014) by giving advance notice to the

Plaintiffs and their counsel of this motion before filing same and waiting for the appropriate time frame to pass within which Plaintiffs could withdraw their claims, yet Plaintiffs and their counsel have not withdrawn the claims and instead have continued to pursue the claims. The Court, on its own initiative also has the express power to award such sanctions.

Additionally, since the Plaintiff sued on the contract which has a fee provision and sued under TILA which also has a fee provision, Florida law provides that the opposing side that prevails is entitled to their fees.

**COMPLIANCE WITH F.S. §57.105 (2015)**

At the last hearing on this issue, Plaintiffs claimed that the statute had not been complied with, alleging that the 21 day safe harbor letter did not contain these specific claims<sup>4</sup>. When the motion that was attached to the letter was reviewed, (attached as composite exhibit "A" are the letter and motion) however, it was obvious that Plaintiffs would say anything, no matter how false, to try to get out of their responsibility since the motion specifically addressed these exact issues regarding the claims against WILSON among all the other wrongful and false allegations<sup>5</sup>

In the F.S. §57.105 motion, Defendants specifically pointed out that:

5. Plaintiffs allege "LF Loans directly, at the direction of Wilson, or through their agents, forged the signatures of the Plaintiffs." Even assuming these signatures were forged, no one know who did this and counsel's allegations are again without any factual basis and false.

8. Plaintiffs allege "Wilson promised to correct the fraudulent action," but this is false. Wilson made a business decision to avoid legal expenses and paid for the entire

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<sup>4</sup> Indeed, there is actually no requirement of a "letter", rather the statute requires that a "motion be served" giving 21 days for the offending claim or defense or paper, etc. to be withdrawn.

<sup>5</sup> Plaintiffs claimed that they never were advised in any of the documents for this loan that they would be responsible for purchase money insurance when in fact they had signed multiple application documents and other truth in lending documents, under penalty of perjury, acknowledging PMI and in exact amounts. Plaintiffs explanation for this fraud on the court was their claim that all of the prior documents they signed were not for the ultimate loan they closed on which is false.

Plaintiffs also made the false allegation that defendants GTE and LF Loans determined that a document discovered after closing was fraudulent. This never occurred.

MI (\$5,449.86) and thus Plaintiffs received a free benefit of this gratuitous payment despite their notice that MI was federally required for this special loan program. Plaintiffs knew about this **before instituting this lawsuit** and thus this action is not only fraudulent but in utter bad faith.

Thus Plaintiffs are simply wrong in attempting to claim that they had no notice of the specific claims being addressed by the Motion for Sanctions.

Plaintiffs also attempted to claim that there needs to be an evidentiary hearing before the Court can make a determination of bad faith. The law, however, is contrary to Plaintiffs claims on this point too. In *O'Brien v. Brickell Townhouse, Inc.*, 457 So.2d 1123 (Fla. 3<sup>rd</sup> DCA 1984) citing to *Strothman v. Henderson Mental Health Ctr., Inc.*, 425 So.2d 1185 (Fla. 4<sup>th</sup> DCA 1983), the court stated “[T]here is no requirement that a trial court must take evidence to determine whether a matter is frivolous, it may do so on the record alone.”

In the instant case, there record shows that Plaintiffs had absolutely no evidence upon which to make the scurrilous allegations against JAMAL WILSON individually.

WHEREFORE, Defendants respectfully request that this Court grant the motion for sanctions pursuant to F.S. §57.105 (2015), grant entitlement to fees and costs and grant such other and further relief as is appropriate under the circumstances.

**CERTIFICATE OF SERVICE**

I HERE BY CERTIFY that a copy hereof has been furnished electronically on the 3rd day of January 2017 to: Rex Russo, Esquire, 2655 Le Jeune Road, PH 1-D, Coral Gables, Florida 33134; ([rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net) ).

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By: /s/ Scott Jay Feder  
Scott Jay Feder



SCOTT JAY FEDER, P. A.

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\* BOARD CERTIFIED CIVIL TRIAL LAWYER

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E-MAIL: scottj8@aol.com

April 28, 2015

Rex Russo, Esq.  
2655 LeJeune Road, PH 1-D  
Coral Gables, Florida 33134

**Re: Bennett vs. Wilson, et al**

Dear Mr. Russo:

Enclosed please find a draft Motion for Sanctions pursuant to Florida Statute §57.105 (2014) which requires that you be provided with same and the opportunity to withdraw your claims within Twenty-One (21) days.

I certainly would hope you would perform the due diligence required by Florida law whereupon you would learn that:

- a) the obligation for mortgage insurance was required by Federal law for this specialized loan for which your clients applied; and
- b) your clients were aware of this requirement and specifically the estimated monthly charge;

Additionally, given that you yourself were made aware that the mortgage insurance had been paid in full by my client and that your clients were being credited or refunded the \$302.76 they had advanced for this mortgage insurance **before you ever filed suit**, it is obvious that this lawsuit was solely for the purpose of running up fees that you hope to obtain from my clients.

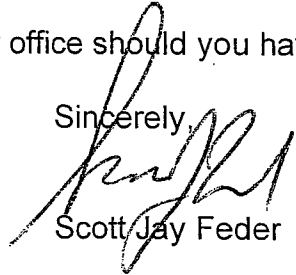
Finally, given that the Federal Truth-In-Lending Act has safe harbor provisions for non material errors by creditors and that you are not entitled to rescission under that Act for this type of error at all, your claims are without legal merit.

Rex Russo, Esq.  
April 28, 2015  
Page 2 of 2

In the event you choose not to withdraw this lawsuit, my clients intend to seek all of their legal remedies against both you and your clients under these circumstances as provided for by Florida Statute §57.105 (2014). Since these issues expose your clients to serious potential financial losses, I enclose a copy of both this letter and the motion to make it convenient for you to provide to your clients.

Please feel free to contact our office should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Jay Feder", is written over the typed name.

Scott Jay Feder

/tdl  
enclosures

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 12-41600 CA 22

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiff,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., a HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendant.

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**DEFENDANT'S MOTION FOR SANCTIONS PURSUANT TO F.S. §57.105 (2014)**

Defendants, JAMAL WILSON, et al, through undersigned counsel, hereby move for sanctions against Plaintiffs JOHN M. BENNETT and NANCY BENNETT and their counsel for pleadings and actions that are wholly without legal or factual merit and state:

1. Florida law provides for sanctions whenever claims have been brought that are without factual or legal basis. Specifically, the legislature enacted F.S. §57.105 (2014) to end frivolous litigation, providing that:

(1) Upon the court's initiative or motion of any party, the court shall award a reasonable attorney's fee, including prejudgment interest, to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceeding or action in which the court finds that the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial:

(a) Was not supported by the material facts necessary to establish the claim or defense; or

(b) Would not be supported by the application of then-existing law to those material facts.

2. In the case at bar, Plaintiffs make allegations that are false, incomplete and inaccurate.

3. Specifically, Plaintiffs allege that they were never advised in any documents that they would be responsible for money insurance ("MI"). Under the circumstances of this loan, this is a federally required obligation of the borrower which was repeatedly disclosed to the Plaintiffs.

4. Plaintiffs allege that Defendants GTE and LF Loans determined that an disclosure document showing the MI was "fraudulent." This never occurred. This allegation is pure fantasy by the Plaintiffs counsel in his pleadings.

5. Plaintiffs allege "LF Loans directly, at the direction of Wilson, or through, their agents, forged the signatures of the Plaintiffs." Even assuming these signatures were forged, no one knows who did this and counsel's allegations are again without any factual basis and false.

6. Plaintiffs allege "Wilson promised to correct the fraudulent action," but this is false. Wilson made a business decision to avoid legal expenses and paid for the entire MI (\$5,449.86) and thus Plaintiffs received a free benefit of this gratuitous payment despite their notice that MI was federally required for this special loan program. Plaintiffs knew about this **before instituting this lawsuit** and thus this action is not only fraudulent but in utter bad faith.

7. Plaintiffs allege they have suffered a direct loss as a consequence of Defendants' fraudulent action in that they have to pay the PMI under protest yet this is false. Plaintiffs did not need to make the payments, only made three payments, knew that the insurance had been paid in full yet kept making the payments, and then were credited/refunded the three payments they had

made which total sum was \$302.76. Plaintiffs knew these facts and that the money they had advanced was being credited/refunded **before instituting this lawsuit.**

8. Accordingly, given that the Plaintiffs allegations are materially false, Plaintiffs and their counsel should be sanctioned for violating Florida Statute 57.105 (2014).

9. Defendants have complied with the statutory safe harbor provisions of F.S. §57.105(2014) by giving advance notice to the Plaintiffs and their counsel of this motion before filing same and waiting for the appropriate time frame to pass within which Plaintiffs could withdraw their statutory violating claims, yet Plaintiffs and their counsel have not withdrawn the claims and instead have continued to pursue the claims.

WHEREFORE, Defendants respectfully request that Plaintiffs and their counsel be sanctioned for violating F.S. §57.105 (2014), that attorney's fees and costs be assessed against them, and such other and further relief is granted as appropriate.

**CERTIFICATE OF SERVICE**

I HERE BY CERTIFY that a copy hereof has been furnished electronically on the 28th day of April 2015 to: Rex Russo, Esquire, 2655 Le Jeune Road, PH 1-D, Coral Gables, Florida 33134; ([rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net)).

SCOTT JAY FEDER, P.A.  
Attorneys for Defendant Wilson  
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Facsimile: (305) 669-4220

By: /s/ Scott Jay Feder  
Scott Jay Feder



IN THE THIRD DISTRICT COURT OF APPEAL OF FLORIDA

**CASE NO. 3D 17-0001**

L.T. No. 12-41600 CA (22) Miami-Dade

John M. Bennett, and Nancy L. Bennett

Appellants,

Vs.

Mortgage Electronic Registration  
Systems, Inc., Home Loan Alliance,  
LLC f/k/a Leverage Financial, LLC d/b/a  
LF Loans, Jamal M. Wilson, and  
GTE Federal Credit Union,

Appellees. /

---

**APPELLEE'S URGENT MOTION TO DISMISS PREMATURE APPEAL  
OR ALTERNATIVELY, TO RELINQUISH JURISDICTION TO ADDRESS  
ISSUES RELATED TO ORDER ON APPEAL**

Appellees, Mortgage Electronic Registration Systems, Inc., Home Loan Alliance, LLC f/k/a Leverage Financial , LLC d/b/a LF Loans, Jamal M. Wilson, and GTE Federal Credit Union, file this Urgent Motion to Dismiss Premature Appeal or alternatively, to Relinquish Jurisdiction to Address Issues Related to the Order on Appeal, and as good cause therefor, state as follows:

1. This motion is filed as urgent as the trial court has set a hearing on the outstanding issues for this Thursday, January 5, 2017 at 10:15 am.

2. On November 29, 2016, the lower court entered its Order Granting Final Summary Judgment and Final Judgment Thereon, but a timely motion for Reconsideration was filed which motion was granted on the issue of attorneys' fees and costs which motion is set for hearing on entitlement for January 5, 2017. **(Exhibit A attached hereto)**

3. Accordingly, the Order being appealed is not final and the notice of appeal just filed on December 27, 2016 **(Exhibit B attached hereto)** is premature.

4. Alternatively, even if the order under appeal is considered final, this court should exercise its discretionary power to relinquish jurisdiction to the lower court for determination of these outstanding issues so that all issues may be dealt with on appeal as necessary. This would be in the interest of judicial economy in preventing piecemeal appeals.

18. In compliance with the good faith requirements, the undersigned has conferred with counsel for the Appellants regarding this Motion who reject the idea that the appeal is premature and refuse to respond to the request that they agree that this Court should relinquish jurisdiction to the trial court for determination of the outstanding issues.

WHEREFORE, Appellees respectfully request that this Court either dismiss this appeal as premature or alternatively, relinquish jurisdiction to the lower court for the purpose of allowing the trial court to conclude the judicial efforts necessary

to determine the outstanding issues and such other and further relief as is appropriate under the circumstances.

**CERTIFICATE OF SERVICE**

I HERE BY CERTIFY that a copy hereof has been furnished electronically on the 3rd day of January, 2017 to: Rex Russo, Esquire, 1550 Madruga Avenue, Suite 323, Coral Gables, Florida 33134; ([rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net) ).

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4649 Ponce de Leon Boulevard, Suite 402  
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IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION  
CASE NO: 12-41600 CA 22

John Bennett, et al

Plaintiff(s),

vs.

Mortgage Electronic  
Registration Systems et al  
Defendant(s)

ORDER  
GRANTING/DENYING  
~~PLAINTIFF'S/DEFENDANT'S~~  
Motion for Reconsideration of  
Order Denying Fees and Costs

THIS CAUSE having come on to be heard on December 13, 2016  
on ~~Plaintiff's/Defendant's~~ Motion  
for Reconsideration of Order Denying Fees + Costs

and the Court having heard arguments of counsel, and being otherwise advised in the premises, it is hereupon

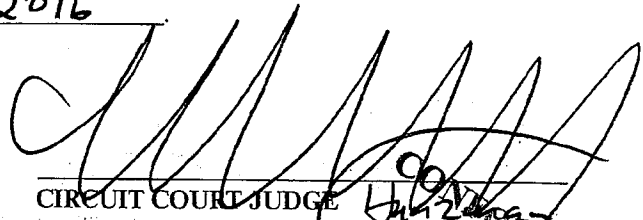
ORDERED AND ADJUDGED that said Motion be, and the same is hereby

Granted. The Court vacates it's prior order  
denying fees and costs and will hear oral  
argument on "exhibit" only on Jan 5th at  
10:15. Prior to hearing the parties shall file and  
bring to chambers all motions they wish the Court to consider on  
the question of whether sanctions under § 57.105 are warranted.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida this 16th

day of

December, 2016

  
CIRCUIT COURT JUDGE

Copies furnished to: Counsel of Record

117\_01-554 3/11

Michael A. Hanzman  
Circuit Court Judge

RECEIVED COPY  
DEC 14 2016  
Michael A. Hanzman  
Circuit Court Judge

RECEIVED  
DEC 19 2016

EXHIBIT A

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 12-41600-CA-22

John M. Bennett, and  
Nancy L. Bennett, his wife,

Plaintiffs,

vs.

Mortgage Electronic Registration Systems, Inc.,  
Home Loan Alliance, LLC f/k/a Leverage  
Financial, LLC d/b/a LF Loans,  
Jamal M. Wilson, and  
GTE Federal Credit Union,

Defendants.

NOTICE OF APPEAL

NOTICE IS GIVEN that Plaintiffs, Appellants, appeal to the Third District Court of Appeal, the Summary Final Judgment of this Court rendered on November 29, 2016. The nature of the order is a Summary Final Judgment dismissing all Defendants. A conformed copy of the judgment appealed from is attached hereto.

REX E. RUSSO, ESQ.  
2655 LeJeune Road, PH 1-D  
Coral Gables, FL 33134  
(305) 442-7393  
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Secondary email: [Rex@FloridaPropertyLitigation.com](mailto:Rex@FloridaPropertyLitigation.com)

/s/

\_\_\_\_\_  
Rex E. Russo  
Florida Bar #0331597

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to Scott Jay Feder, attorney for the Defendants other than Mortgage Electronic Registration Systems, Inc., by e-mail delivery to [scottj8@aol.com](mailto:scottj8@aol.com) on this December 27, 2016.

/s/

\_\_\_\_\_  
Rex E. Russo

EXHIBIT B



CFN: 20160684089 BOOK 30324 PAGE 290  
DATE: 11/30/2016 09:00:53 AM  
HARVEY RUVIN, CLERK OF COURT, MIA-DADE

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 12-41600 CA 22

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiff,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendant.

ORDER GRANTING FINAL SUMMARY JUDGMENT AND FINAL JUDGMENT  
THEREON

THIS MATTER HAVING come before the Court on November 21, 2016 on Defendants' Motion for Final Summary Judgment and the Court having considered the Amended Motion for Final Summary Judgment and evidence in support thereon, the Plaintiff's Memorandum in Opposition to Motion for Summary Judgment and Plaintiff John Bennett's Affidavit, and being otherwise duly advised in the premises does hereby ORDER and ADJUDGE that:

1. The Motion be and is hereby GRANTED.
2. Final Summary Judgment be and is hereby entered in this matter for the Defendant and against the Plaintiffs on all counts of the Second Amended Complaint

CFN: 20160684089 BOOK 30324 PAGE 2904

CASE NO.: 12-41600 CA 22

*with prejudice.* The Plaintiffs shall go hence without day with each side to bear its own fees and costs.

3. Defendant's Motion for fees and costs pursuant to §57.105 (2016) be and is hereby denied.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 11/29/16.

  
MICHAEL HANZMAN  
CIRCUIT COURT JUDGE

**FINAL ORDERS AS TO ALL PARTIES**  
**SRS DISPOSITION NUMBER 12**  
THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.  
Judge's initials MH

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.

CIRCUIT COURT JUDGE

Copies furnished to:  
Scott Jay Feder, Esq., [scotti8@aol.com](mailto:scotti8@aol.com)  
Rex Russo, Esq. [rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net)

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 12-41600-CA-22

John M. Bennett, and  
Nancy L. Bennett, his wife,

Plaintiffs,

vs.

Mortgage Electronic Registration Systems, Inc.,  
Home Loan Alliance, LLC f/k/a Leverage  
Financial, LLC d/b/a LF Loans,  
Jamal M. Wilson, and  
GTE Federal Credit Union,

Defendants.

---

**PLAINTIFFS' SUPPORTING MEMORANDUM  
IN OPPOSITION TO DEFENDANT WILSON'S AND MER'S  
MOTION FOR FEES**

COME NOW the Plaintiffs, by and through undersigned counsel, and file this Memorandum in Opposition to Defendant Wilson's and Defendant MER's motion for fees, and as grounds therefor would show the court:

**THE COURT HAS NO JURISDICTIONAL AUTHORITY TO PROCEED**

1. The summary final judgment entered by the court remains a final summary judgment that was appealable. See, *Panama City Gen. P'ship v. Godfrey Panama City Inv., LLC*, 109 So. 3d 291 (Fla. 1<sup>st</sup> DCA 2013); *Travelers Indem. Co. v. Hutchins*, 489 So. 2d 208 (Fla. 2d DCA 1986) (final and ripe for appeal even though jurisdiction reserved to award attorney's fees).
2. Defendants' motion for the court to reconsider the denial of attorney's fees was not a motion authorized by F.R.A.P. Rule 9.020(i) and therefore the filing of the motion did not suspend rendition of the judgment.
3. The present status of the case before this court is no different than one in which a court has reserved jurisdiction in a final judgment to consider an award of attorney's fees. Such

motions not only do not affect rendition, they are stayed by the appeal absent release of jurisdiction by the appellate court to act on the specific motion. See, *F.R.A.P. Rule 9.600(b)*, and see *McNulty v. BankUnited*, 140 So.3d 1041 (Fla. 3d DCA 2014); *Bellizzi v. Islamorada* (Fla. 3d DCA 2014).

#### ALLEGATIONS AGAINST JAMAL WILSON

4. Well prior to commencing this action, undersigned counsel sent a demand letter to GTE and copied all of the Defendants as well as Stewart Title (the closing agent for LF Loans) advising of the forged document. A copy of that letter is attached hereto.
5. In response to that letter, undersigned counsel was contacted by a representative of Stewart Title who stated that they followed instructions received from LF Loans precisely, that LF Loans and specifically Jamal Wilson were responsible for the forged document, and that undersigned counsel would quickly see how fast Jamal Wilson took responsibility while alluding that this was not the first occurrence of a forgery coming out of LF Loans.
6. In fact, Jamal Wilson on behalf of LF Loans did take responsibility for making amends to the mortgage transaction, but then failed to follow through on his promise prior to the complaint being filed.
7. By hiring one attorney to represent all of the Defendants, there was an indication that such arrangement was agreed to by GTE (the mortgage holder in equity) and MERS (the mortgage holder in title) because Jamal Wilson was the one ultimately responsible, which was essentially how GTE also responded to the demand letter.
8. In communications with Jamal Wilson's prior counsel after this action was filed, said counsel stated that the mortgage insurance premium was paid in full following the demand by Jamal Wilson with a rather personal emphasis on Mr. Wilson, although no proof was presented that

the mortgage insurance payment was actually transacted before the complaint was filed. A copy of that communication is attached hereto.

9. Absent a settlement agreement between parties, voluntary payment by the alleged offender is presumptive evidence of the alleged offender's liability. See, United States Supreme Court opinion in *Campbell-Ewald Co. v. Gomez*, slip opinion, page 20 ( 2016) (Justice Thomas concurring) (“[A] tender of the amount due was deemed "an admission of a liability" on the cause of action to which the tender related.”), citing to *Cottier v. Stimpson*, 18 F. 689, 691 (Ore. 1883) (explaining that a tender constitutes "an admission of the cause of action"); *The Rossend Castle Dillenback v. The Rossend Castle*, 30 F. 462, 464 (SDNY 1887) (same). “Even when a potential defendant properly effectuated a tender, the case would not necessarily end. At common law, a plaintiff was entitled to "deny that [the tender was] sufficient to satisfy his demand" and accordingly "go on to trial.”” *Campbell-Ewald Co. v. Gomez* at 21. Wilson argues that this was done to “resolve the matter” [3<sup>rd</sup> ¶, p5 of “Defendant’s Compliance”]. The point is, Wilson can not unilaterally “resolve” such a matter.
10. Jamal Wilson was the qualifying mortgage broker for Defendant LF Loans, and LF Loans’ sole officer and director.
11. As the qualifying mortgage broker, sole officer, and sole director for LF Loans, Jamal Wilson, by statutory presumption, is liable for the unlawful transaction. Florida Statutes §494.0019(1) states:

If a mortgage loan transaction is made in violation of any provision of this chapter, the person making the transaction **and every licensee, director, or officer who participated in making the transaction** are jointly and severally liable to every party to the transaction in an action for damages incurred by the party or parties [**bold emphasis added**].



12. The only way for Jamal Wilson to escape liability would be for him to show that he acted in good faith, was without knowledge of the forged document and, with the exercise of due diligence, he could not have known of the forged document. *See, F.S. §494.0019(1)*. This remains a highly disputed issue of fact as the record is devoid of any sworn statement by Jamal Wilson supporting such a contention.
13. The forged document is a violation of Florida Statutes, Chapter 494, including, the following:
  - a. *F.S. §494.0025(4)(a)* which states that it is unlawful in the course of a mortgage loan transaction “to knowingly or willingly employ any device, scheme, or artifice to defraud.”
  - b. *F.S. §494.0025(5)* which states that is unlawful “to knowingly and willfully falsify, conceal, or cover up by a trick, scheme, or device a material fact, make any false or fraudulent statement or representation, or make or use any false writing or document, knowing the same to contain any false or fraudulent statement or entry.”
14. Chapter 494 is not a limitation on the right to bring a common law action for a wrongful act involving a mortgage loan transaction. *See, F.S. §494.002*.
15. The title agent was the agent of LF Loans acting at their instruction. No sworn document by the title agent as to whether the forged paper could have originated with them or not has been submitted of record.
16. Wilson has not presented any sworn document from GTE (who is also represented by Wilson’s counsel) as to where the forged document came from. Although, the Plaintiffs asserted in their affidavit in opposition to the motion for summary judgment that the document came from GTE.

17. There is absolutely no sworn document in the court's file asserting that the mortgage insurance premium had been removed from the loan prior to the commencement of this action, or within the time demanded by the Plaintiffs. Contrarily, the Plaintiffs submitted an affidavit that they had no indication of any payment in restitution or correction of the wrongful insurance charge until after the suit was filed. Plaintiff's rights to seek rescission of the mortgage loan, and obtain statutorily prescribed damages, would have only been precluded by Wilson's full compliance with the Plaintiffs' demands to:
  - a. Remove the monthly premium charge for mortgage insurance.
  - b. Return all payments for the mortgage insurance made by the Plaintiffs under protest.
  - c. Pay a nominal attorney fee of \$500.00. See, *15 USC §1640(a)(3)* regarding a right to demand attorney's fees.
  - d. Do all of the above within 60 days of the demand being made.
18. Contrary to assertions made by Wilson's counsel, the Plaintiffs had absolutely no knowledge of any compliance to their demands (which were to be met within the 60 days as demanded) as Mr. Bennett attested to in his affidavit, and it remains highly doubtful there was any timely compliance with the demand.
19. The monthly statement did not omit the charge for the mortgage insurance premium until after this action was filed well past the 60 days, as stated by Mr. Bennett in his affidavit in opposition to the Defendants' motion for summary judgment.
20. The payments made by the Plaintiffs under protest were not returned to the Plaintiffs until after this action was filed well past the 60 days.
21. There is no "60-day" cure provision in Regulation Z, Subpart D as stated by the Defendants' counsel. The apparent provision that was intended by said counsel is found at 15 U.S.C. §1640(b) which states:

A creditor or assignee has no liability under this section or section 1607 of this title or section 1611 of this title for any failure to comply with any requirement imposed under this part or part E, if within sixty days after discovering an error, whether pursuant to a final written examination report or notice issued under section 1607(e)(1) of this title or through the creditor's or assignee's own procedures, **and prior to the institution of an action under this section or the receipt of written notice of the error from the obligor**, the creditor or assignee notifies the person concerned of the error and makes whatever adjustments in the appropriate account are necessary to assure that the person will not be required to pay an amount in excess of the charge actually disclosed, or the dollar equivalent of the annual percentage rate actually disclosed, whichever is lower [**bold emphasis added**].

22. Not only was the correction made well beyond the 60-days of the time the error was made known to the defendants, but it was made after the institution of this action and well after written notice of the error was tendered by the mortgagors (i.e. obligors).
23. A repetitive argument of the Defendants has been that this action failed to state damages following Wilson's unilateral cure of the PMI payments that were being demanded. However, as a statutory cause of action, actual damages are not a requirement to maintain the action before the court. *Harris v. Schonbrun*, 773 F.3d 1180 (11th Cir. 2014). As here, the borrower in *Harris* alleged that the mortgage lender violated TILA by failing to comply with a particular TILA requirement. Like the Bennetts, the borrower in *Harris* sought to rescind her loan, plus an award of statutory damages, attorneys fees and costs. The trial court in *Harris* ordered rescission of the loan, but denied the request for damages, fees and costs reasoning that there were no actual damages. Although the appellate court affirmed the rescission, they reversed for a consideration of the statutory damages, fees and costs which are mandatory. Accordingly, the appellate court specifically stated that: "The district court must award statutory damages "regardless of the ... belief that no actual damages resulted or that the violation [of section 1635] is *de minimis*." *Harris* at 1185.

## ALLEGATIONS AGAINST MERS

24. The main purpose of including MERS as a defendant in this action was to assure notice of the action to MERS.
25. MERS is actually the owner of record of the subject mortgage or the owner's nominee. Accordingly, MERS holds title to the personal property right known as the mortgage. The MERS system allows lenders and investors who are the real parties in interest (i.e the equitable owners of the mortgage) to avoid the need of filing assignments of the mortgage with the county clerk's office, thus lowering the costs for lenders while providing a central source of information and tracking for mortgage loans.
26. In the event the equitable ownership of the mortgage were to be subsequently assigned through the MERS system, then the new "true owner" would be on notice since its nominee MERS is a party to this action.
27. In the event the mortgage were subsequently rescinded, as demanded by the Plaintiffs, then it was important for MERS to be aware of the rescission.
28. Defendant MERS cited to numerous cases from jurisdictions outside Florida stating the proposition that MERS does not meet the definition of a "creditor" under the applicable federal laws. See page 14 of the Defendants' motion for summary judgment.
29. Defendants' motion for summary judgment was the first pronouncement by Defendant MERS of these extra-judicial cases.
30. Having reviewed the cases cited by Defendant, which do seem to be persuasive, it did appear that MERS as an entity which merely holds legal title to the mortgage would not be subject to any monetary violation under TILA such as any statutory damages, costs, fees, or recoupment as part of a rescission. Accordingly, MERS would not be subject to such liability, but its title in the mortgage would still be subject to rescission and accordingly

MERS was made a proper party for that purpose in the count for declaratory relief.

THE LAW UNDER F.S. §57.105

31. Plaintiff's statements regarding how counsel is liable for §57.105 violations, does not comport with the statute. Florida Statute §57.105 (2014) states:

(1) Upon the court's initiative or motion of any party, the court shall award a reasonable attorney's fee, including prejudgment interest, to be paid to the prevailing party in equal amounts by the losing party and the losing party's attorney on any claim or defense at any time during a civil proceeding or action in which the court finds that the losing party or the losing party's attorney knew or should have known that a claim or defense when initially presented to the court or at any time before trial:

- (a) Was not supported by the material facts necessary to establish the claim or defense; or
- (b) Would not be supported by the application of then-existing law to those material facts.

.....

(3) *Notwithstanding* subsections (1) and (2), monetary sanctions *may not be awarded*:

- (a) Under paragraph (1)(b) if the court determines that the claim or defense was initially presented to the court as a good faith argument for the extension, modification, or reversal of existing law or the establishment of new law, as it applied to the material facts, with a reasonable expectation of success.
- (b) Under paragraph (1)(a) or paragraph (1)(b) against the losing party's attorney if he or she has acted in good faith, based on the representations of his or her client as to the existence of those material facts.  
[Emphasis added.]

32. In *Grove Key Marina, LLC v. Casamayor*, 166 So. 3d 879, 885 (Fla. 3d DCA 2015), the

Third District Court set out the standard for a §57.105 motion:

The Florida Supreme Court has set a high bar for the recovery of attorney's fees under section 57.105 by holding that “[s]ection 57.105 fees will not be awarded unless the court finds ‘a total or absolute lack of a justiciable issue, which is tantamount to a finding that the action is frivolous ... and so clearly devoid of merit both on the facts and the law as to be completely untenable.’” *Muckenfuss v. Deltona Corp.*, 508 So. 2d 340, 341 (Fla. 1987) (quoting *Whitten v. Progressive Cas. Ins. Co.*, 410 So.2d 501, 505 (Fla.1982)).



33. Following the 1999 amendment, it became clear that a trial court may look to more than just the complaint in determining entitlement to fees under §57.105. That is, it became clear that the trial court may look to the record, and when necessary should hold a full evidentiary hearing. See *Mason v. Highlands Cty. Bd. of Cty. Comm'rs*, 817 So. 2d 922, 923 (Fla. 2d DCA 2002) (“A finding that a party is entitled to recover attorney's fees under section 57.105 must be based upon substantial, competent evidence presented at the hearing on attorney's fees or otherwise before the court and in the record.... [N]o substantial, competent evidence in support of the motion for fees was presented to the trial court or is contained in the record.”) (internal citation omitted), cited in *Tedrow v. Cannon*, 186 So. 3d 43 (Fla. 2d DCA 2016).
34. The burden remains on the party claiming fees pursuant to §57.105 to come forward with substantial competent evidence in support of the motion for fees. However, as in the *Mason* case, the Defendants herein are unable to point to any competent substantial evidence in the record as the record is devoid of any assertion by Wilson that he neither forged the document nor had any part in the forgery in his role as the mortgage broker.
35. Defendants “safe harbor” Motion was never filed with the court. Defendants proceeded on a different motion in seeking to have the court reconsider the denial of attorney’s fees under §57.105. Furthermore, the “safe harbor” motion that was handed to the court for review at the hearing to open this matter for further consideration is completely inadequate as it is not instructive as to the specific issues which the Defendants deemed to be unjustified, inaccurate, factually incorrect, or legally unjustified. This court may not later adopt any part of the motion in order to rectify the deficiency. *Watson v. Stewart Tilghman Fox & Bianchi, P.A.* (Fla. App., 2016).

WHEREFORE, if the court proceeds to reconsider whether there exists justification to award fees to the Defendants pursuant to F.S. §57.105, the motion should be denied.

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Secondary email: [Rex@FloridaPropertyLitigation.com](mailto:Rex@FloridaPropertyLitigation.com)

/s/

---

Rex E. Russo  
Florida Bar #0331597

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to Scott Jay Feder, attorney for the Defendants other than Mortgage Electronic Registration Systems, Inc., by e-mail delivery to [scottj8@aol.com](mailto:scottj8@aol.com), on this January 4, 2017.

/s/

---

Rex E. Russo

Law Offices of  
**REX E. RUSSO**

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July 10, 2012

GTE Federal Credit Union  
P.O. Box 77404  
Ewing, NJ 08628

Re: Bennett -v- GTE/LF Loans  
Borrowers: John M. Bennett, Nancy L. Bennett  
Property Address: 2362 SE 19<sup>th</sup> CT, Homestead, FL 33035  
Account #: 0039053285  
Orig. Loan #100801400000012071

Gentry:

This office represents the borrowers, John and Nancy Bennett.

Recent correspondence sent by you to my clients included your Loan Statement, a copy of the Payment Letter to Borrower supposedly signed at the time of closing, and the Initial Escrow Account Disclosure Statement supposedly presented to the borrowers at closing. Your Loan Statement includes an amount that is exactly \$100.92 higher than any of the prior disclosures given to the borrowers at closing due to the inclusion of PMI Insurance. Be advised, the Payment Letter to Borrower you presented is not the same as the one signed by the borrowers at closing and undoubtedly contains forged signatures. The one actually signed by the borrowers and presented by them to me for my review includes no amount for PMI Insurance. I have enclosed a copy of both the Payment Letter to Borrower sent by you and a copy of the Payment Letter to Borrower actually signed at closing for your comparison.

None of the many loan documents that were signed at closing (including the HUD-1, and Truth-In-Lending Disclosure Statement), and presented by the borrowers for my review, contain an amount for PMI. We suspect that the entire loan package you received from LF Loans was forged and request that you send us a copy for examination. The Initial Escrow Account Disclosure Statement you present was not part of the borrowers' closing package and is conspicuously missing the borrowers' initials which were placed on all closing documents other than those containing full signatures.

The borrowers have no contractual obligation to pay the amount in your Loan Statement and have no desire to acquire PMI insurance. Accordingly, any payments you receive in furtherance of your Loan Statement will be under protest to the extent the statement includes an amount for PMI, whether the protest is stated on the borrowers' check or not.

I have instructed the borrowers to send you payment for the full amount stated in your Loan Statement under protest so that your system does not automatically and improperly trigger an apparent default condition. However, we demand that this matter be fully rectified within 60 days. Failure to fully rectify this matter within that time will lead to the filing of legal action. In order to fully rectify this matter you must not only correct your Loan Statement and purge all of the fraudulent documents in order to avoid a repetition of the fraud through further transfer of the mortgage instruments, but you must also pay compensation for the fees and costs suffered by the borrowers, as well as credit back to them the overpayments for the improperly charged PMI.

To date the borrowers attorney's fees paid are \$200.00 with an anticipated additional amount of \$300.00 to become due. Accordingly, you should issue a payment or credit to the borrowers for \$200.00 and send a separate check for \$300.00 made payable to me at the address above.

Very Truly,

Rex E. Russo

enc.  
cc: John & Nancy Bennett

cc: GTE, P.O. Box 202028, Florence, SC 29502-2028  
GTE, P.O. Box 986, Newark, NJ 07184-0986  
GTE, P.O. Box 77423, Ewing, NJ 08628  
GTE by fax to 609-538-4017  
GTE by fax to 843-413-7133  
GTE by fax to 609-538-4005  
GTE by email to: [customerservice@loanadministration.com](mailto:customerservice@loanadministration.com)

cc: Leverage Financial d/b/a LF Loans, 1860 N. Avenida Republica de Cuba, Suite A, Tampa, FL 33605

cc: Stewart Title Company, 7480 Bird Road, Suite 510, Miami, FL 33155

To REX RUSSO

Rex:

As we discussed yesterday, prior to you filing this action and following Jamal's receipt of your email in July, 2012, detailing the problem with the mortgage insurance issue, he issued a check dated August 1, 2012 in the amount of \$5,449.86 directly to MGIC. A copy of that check is attached.

Irrespective of the foregoing and in a further showing of good faith, Jamal has authorized me to make a counter offer of \$15,000.00 to resolve the case. Quite honestly, while I am not in a position to tell you that this will be our final offer, we are currently extremely close to the point where it would be in Jamal's best interest to continue with the litigation. I am hopeful that this offer illustrates my client's desire to settle this matter as soon as possible.

I look forward to hearing from you.

Arthur S. Corrales, Esq.  
3415 West Fletcher Avenue  
Tampa, Florida 33618  
Phone: (813) 908-6300  
Fax: (813) 908-6339

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SCAN4372..pdf



IN THE DISTRICT COURT OF APPEAL  
OF FLORIDA

THIRD DISTRICT

JANUARY 04, 2017

JOHN M. BENNETT, et al.,  
Appellant(s)/Petitioner(s),  
vs.  
MORTGAGE ELECTRONIC  
REGISTRATION SYSTEMS, INC., et al.,  
Appellee(s)/Respondent(s),

CASE NO.: 3D17-0001

L.T. NO.: 12-41600

Upon consideration of the appellees' urgent motion to dismiss premature appeal or alternatively, to relinquish jurisdiction to address issues related to order on appeal, the motion to relinquish jurisdiction is granted and jurisdiction of this cause is temporarily relinquished to the trial court for a period of thirty (30) days from the date of this order for the purpose(s) stated in the motion.



cc: Rex E. Russo  
Miami-Dade Clerk

Scott Jay Feder

Hon. Michael A. Hanzman

ts

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CIVIL DIVISION

CASE NO.: 12-41600 CA 22

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiffs,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendants.

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ORDER GRANTING DEFENDANTS' MOTION FOR ATTORNEY'S FEES  
AND COSTS AGAINST PLAINTIFF AND PLAINTIFFS' COUNSEL  
PURSUANT TO F.S. § 57.105 (2012)

THIS MATTER HAVING come before the Court on January 5, 2017 on Defendant, JAMAL WILSON, et al.'s Motion for Attorney's Fees and Costs against Plaintiff and Plaintiffs' counsel pursuant to F.S. § 57.105 (2012), and the Court having heard argument of counsel, having reviewed the motion and file, and being otherwise duly advised in the premises, does hereby ORDER and ADJUDGE as follows:

1. Defendants' Motion for Fees and Costs is in all respects hereby GRANTED.

2. The Court specifically finds that Defendants fully complied with all of the requirements of F.S. 57.105 (2012) by providing Plaintiffs at least twenty-one (21) days notice of their intent to file the motion for attorney's fees pursuant to F.S. 57.105 (2012).

3. The Court finds that Plaintiffs and their counsel filed a Complaint which they knew, or should have known, was not supported by the material facts necessary to establish the claims, nor would the claims have been supported by the application of then-existing law to those material facts.

4. Among other reasons, Plaintiffs and Plaintiffs' counsel knew that no evidence existed to support the allegation that "LF Loans directly, at the direction of Wilson, or through their agents, forged the signatures of the Plaintiffs to the subject PAYMENT LETTER TO BORROWER so as to include an amount for PMI that was not agreed to by the Plaintiffs." Plaintiffs and their counsel were not acting in good faith when filing allegations without any evidence to support same.

5. The Court further finds that within three (3) weeks of the lawsuit, Plaintiffs were made whole.

6. The Court specifically finds that the case was not supported by material facts or application of existing law to those facts.

7. Therefore, Plaintiffs, and counsel's, decision to file the action and to pursue it for four years despite knowing there was no evidence to support these material allegations of the Complaint, Amended Complaint and Second Amended

Complaint (each time making the identical allegation as stated in paragraph 4), are actions not in good faith and justify an award of attorney's fees, pre-judgment interest and costs, pursuant to F.S. §57.105(2012), in equal parts, from Plaintiffs and Plaintiffs' counsel, to Defendants.

8. The Court reserves jurisdiction to enter such orders and judgments as are appropriate including an order, and judgment thereon, as to the amount of fees and costs, and such other and further orders as are deemed necessary and proper.

DONE AND ORDERED in Chambers at Miami-Dade County, Florida, on 01/26/17.



MICHAEL HANZMAN  
CIRCUIT COURT JUDGE

**No Further Judicial Action Required on THIS  
MOTION  
CLERK TO RECLOSE CASE IF POST  
JUDGMENT**

The parties served with this Order are indicated in the accompanying 11th Circuit email confirmation which includes all emails provided by the submitter. The movant shall IMMEDIATELY serve a true and correct copy of this Order, by mail, facsimile, email or hand-delivery, to all parties/counsel of record for whom service is not indicated by the accompanying 11th Circuit confirmation, and file proof of service with the Clerk of Court.

Signed original order sent electronically to the Clerk of Courts for filing in the Court file.

HONORABLE MICHAEL HANZMAN  
CIRCUIT COURT JUDGE

Copies furnished to:

Scott Jay Feder, Esq., [scotti8@aol.com](mailto:scotti8@aol.com)  
Rex Russo, Esq. [rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net)

IN THE CIRCUIT COURT OF THE 11<sup>TH</sup>  
JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO.: 12-41600 CA 22

JOHN M. BENNETT and  
NANCY L. BENNETT,

Plaintiff,

v.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., a HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendant.

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**NOTICE OF FILING HEARING TRANSCRIPT**

Defendants, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS”), HOME LOANS ALLIANCE, LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a LF LOANS (“LF LOANS”), JAMAL M. WILSON (“WILSON”) and GTE FEDERAL CREDIT UNION (“GTE”), through undersigned counsel, hereby file the transcript of the hearing on Defendants’ Motion For Reconsideration of Order Denying Defendants’ Fees and Costs presided over by Judge Michael Hanzman on December 13, 2016.



**CERTIFICATE OF SERVICE**

I HERE BY CERTIFY that a copy hereof has been furnished electronically on the 5th day of January 2017 to: Rex Russo, Esquire, 2655 Le Jeune Road, PH 1-D, Coral Gables, Florida 33134; ([rexlawyer@prodigy.net](mailto:rexlawyer@prodigy.net) ).

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By: /s/ Scott Jay Feder  
Scott Jay Feder

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2012-41600 CA 22

JOHN M. BENNETT and,  
NANCY L. BENNETT, individuals,

Plaintiffs,

vs.

MORTGAGE ELECTRONIC REGISTRATION  
SYSTEMS, INC., a HOME LOANS ALLIANCE,  
LLC, f/k/a LEVERAGE FINANCIAL, LLC, d/b/a  
LF LOANS, JAMAL M. WILSON and GTE  
FEDERAL CREDIT UNION,

Defendants.

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HEARING

BEFORE HONORABLE MICHAEL A. HANZMAN  
DECEMBER 13TH, 2016  
9:09 A.M. TO 9:21 A.M.

DADE COUNTY COURHOUSE  
73 WEST FLAGLER STREET  
MIAMI, FLORIDA 33130

REPORTED BY:  
Pateeze Pearce  
Court Reporter

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APPEARANCES OF COUNSEL

ON BEHALF OF THE PLAINTIFF:

REX EDWARD RUSSO, ESQUIRE  
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305-442-7393  
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ON BEHALF OF THE DEFENDANT:

SCOTT JAY FEDER, ESQUIRE  
Scott Jay Feder, P.A.  
4649 Ponce De Leon Boulevard, Suite 402  
Coral Gables, Florida 33146  
305-669-0060  
Scottj8@aol.com

1 HEARING

2 BEFORE HONORABLE MICHAEL A. HANZMAN

3 DECEMBER 13TH, 2016

4 THEREUPON,

5 THE COURT: Let me have appearances in Bennett  
6 versus Home Loan Alliance.

7 MR. RUSSO: Rex Russo, for the plaintiff, John  
8 and Nancy Bennett.

9 THE COURT: Okay.

10 MR. FEDER: Scott Feder on behalf of all of  
11 the defendants, Your Honor, which is Jamal Wilson,  
12 an individual, being a key defendant, and Mortgage  
13 Electronic Registration Systems.

14 THE COURT: Okay. So, what are we here for  
15 today?

16 MR. FEDER: This is my motion --

17 THE COURT: Didn't I grant summary judgment in  
18 this case?

19 MR. FEDER: You did, Your Honor.

20 THE COURT: Okay.

21 MR. FEDER: And you denied fees and costs. And  
22 in doing that I think you may have, respectfully  
23 overlooked a key issue.

24 THE COURT: Uh-huh.

25 MR. FEDER: That being that in the beginning

1 -- from the beginning of this case in 2012, through  
2 all amended complaints --

3 THE COURT: Uh-huh?

4 MR. FEDER: -- the plaintiff alleged --

5 THE COURT: Am I here on a motion for  
6 rehearing?

7 MR. FEDER: Yes.

8 THE COURT: Is that what's set this morning?

9 MR. FEDER: Yes. Yes, Your Honor

10 THE COURT: Okay.

11 MR. FEDER: If you want a copy?

12 THE COURT: So, so you have a copy of the  
13 motion?

14 MR. FEDER: I do, Your Honor.

15 THE COURT: Okay.

16 MR. FEDER: It's very brief.

17 THE COURT: Let me see it.

18 MR. FEDER: I apologize.

19 THE COURT: Okay. This was a claim under  
20 57105, correct?

21 MR. FEDER: Yes, Your Honor.

22 THE COURT: Okay. So, what did I overlook, Mr.  
23 Feder?

24 MR. FEDER: The individual.

25 You felt that the claims that the plaintiff

1 brought may have had a colorable basis, but the  
2 claim against Jamal Wilson individually was that he  
3 either did a forgery, directed a forgery or just  
4 because he is the head of the company is therefore  
5 liable.

6 THE COURT: Uh-huh.

7 MR. FEDER: When they alleged that they never  
8 had a shred of evidence; no good faith basis to sue  
9 the individual; nothing.

10 Four years later, when we came before you a  
11 few weeks ago, they brought you zero evidence.  
12 Their entire opposition to the claim against Jamal  
13 Wilson, the man who was paid all of the fees, their  
14 entire opposition was he's the head of the company;  
15 so, therefore he's responsible.

16 And they didn't have any evidence that the  
17 company did anything wrong. So, --

18 THE COURT: Well, they had evidence that there  
19 was a closing, right?

20 MR. FEDER: Yes.

21 THE COURT: And that their client's signatures  
22 were not on not documents, and somebody signed for  
23 their clients, right?

24 MR. FEDER: That was a subsequent document  
25 that they had no --



1 THE COURT: I mean, I guess --

2 MR. FEDER: -- they offered no proof as to  
3 where it came from or whoever did it.

4 You can't just sue everybody and just say  
5 you're responsible; you did this; you made a  
6 forgery when they had no evidence when the man --  
7 that he's the man who did it.

8 You've got to have something; some good faith  
9 basis. They had nothing.

10 And in opposition to summary judgment - their  
11 entire position, since they had no evidence, and  
12 never had any evidence against the individual -  
13 they're entire basis was well, he's the head of the  
14 company.

15 There's no legal basis to sue the head of a  
16 company; in fact it's the opposite unless you have  
17 some actual proof.

18 THE COURT: So, you're only seeking fees --

19 MR. FEDER: For the --

20 THE COURT: -- as to Mr. Wilson?

21 MR. FEDER: As to Mr. Wilson, Your Honor.

22 THE COURT: Okay. And the --

23 MR. FEDER: He's the one who paid them.

24 THE COURT: And the claims against him?

25 MR. FEDER: Correct.

1 THE COURT: I mean, he wasn't sued in every  
2 claim, was he or wasn't he? I don't know.

3 MR. FEDER: He was sued in, I believe, two of  
4 the three claims.

5 The second claim was a deck action. You recall  
6 against MERS, and the law says you can't sue MERS  
7 for that.

8 But they didn't pay the bill, so there's no  
9 real basis for MERS to come here for costs and  
10 fees.

11 THE COURT: Okay. Counsel?

12 MR. RUSSO: Yes. Your Honor, first of all,  
13 your summary judgment was premised on really the  
14 only argument raised at the time and then the  
15 motion for summary judgment which was the insertion  
16 that there really were no damages.

17 The issue as far as timing as far as when the  
18 funds were returned to the Bennetts as well as even  
19 whether or not under the law - it's Federal Law -  
20 you need to have damages in this situation in order  
21 to proceed with what is, in my opinion, clearly a  
22 violation of the Truth and Lending Act if you're  
23 forging a document in order then to collect on  
24 something that --

25 MR. FEDER: Was evidence was there that Mr.

1 Wilson forged a document that you had when you  
2 filed this case and continued to prosecute the  
3 case?

4 What was your evidentiary basis?

5 MR. RUSSO: It was based on assertions,  
6 essentially, that he had made to my client that  
7 made it sound like it was him.

8 And it sure as heck sounds like everybody else  
9 involved thinks it was him because I don't think he  
10 just paid most of the fees; I would guess he paid  
11 all of them because they were pointing the finger  
12 at him just like we were.

13 Sole member of the LLC, corporations don't  
14 forge documents.

15 So, he's either saying that his company was  
16 out of control and he had nothing to do with it,  
17 which has been maybe a form of negligence that  
18 would have come up at trial on amendment - the  
19 pleadings if we had gotten to trial.

20 But again, we were here on the issue of  
21 damages, only.

22 Mr. Wilson, --

23 THE COURT: Well, I understand. That's what I  
24 granted summary judgment on.

25 MR. RUSSO: Right. Mr. Wilson, for his

1 part --

2 THE COURT: I'm trying to figure out if you  
3 accused him of forging these documents, right?

4 MR. RUSSO: Yes.

5 THE COURT: Your client said it was not their  
6 signature, right?

7 MR. RUSSO: That's right.

8 THE COURT: What other information did you  
9 have?

10 Was he the only one who had access to these  
11 documents? Was from a reasonable inference that  
12 could be draw that he must have --

13 MR. RUSSO: Yes, yes.

14 THE COURT: -- been the one?

15 MR. RUSSO: Yes.

16 THE COURT: Tell me --

17 MR. RUSSO: There's a reasonable inference.

18 THE COURT: Tell me why.

19 MR. RUSSO: Why is because he's the only one  
20 that had opportunity, and more importantly he's the  
21 only one that had a motive.

22 Who else would care whether or not the  
23 documents went through properly and on or forward?  
24 His company to collect the money; he would. That's  
25 why.

1           Furthermore, for his --

2           THE COURT: So, is he involved partially in

3 closing this loan? He was the --

4           MR. RUSSO: I'm sorry?

5           THE COURT: Was he personally involved in

6 closing this loan?

7           MR. RUSSO: He's not a closer.

8           THE COURT: What does he do?

9           MR. RUSSO: He runs the company.

10          THE COURT: Okay.

11          MR. RUSSO: He makes the decisions.

12          THE COURT: Which company?

13          MR. RUSSO: LF Loans.

14          THE COURT: Okay.

15          MR. RUSSO: Yeah.

16          THE COURT: So, his company was the lender?

17          MR. RUSSO: Yes.

18          THE COURT: And they --

19          MR. RUSSO: No, no. The originator.

20          THE COURT: The originator?

21          MR. RUSSO: Right.

22          THE COURT: Okay. So, he was getting a - his

23 company was getting a commission on this deal?

24          MR. RUSSO: Yes, correct.

25          THE COURT: Okay.

1 MR. RUSSO: More importantly, the record is  
2 the void of any statement by Mr. Wilson that he did  
3 not forge the document.

4 THE COURT: He never filed an affidavit  
5 or --

6 MR. RUSSO: No. No affidavit was filed.

7 THE COURT: -- he didn't testify that he  
8 didn't do the job?

9 MR. RUSSO: No affidavit.

10 THE COURT: And he didn't sign your client's  
11 name to the documents?

12 MR. RUSSO: No affidavit was filed.

13 MR. FEDER: May I add --

14 THE COURT: Okay.

15 MR. FEDER: -- or respond?

16 THE COURT: Did you send a safe harbor letter  
17 and do all of the things required under --

18 MR. FEDER: Yes, Your Honor, I did in 2015.  
19 When I got started I sent the safe harbor letter. I  
20 sent a copy of a motion regarding this first.

21 My client's company, LF Loans, was the  
22 originator. Another company, a title company did  
23 the closing. No forgeries there.

24 Two months later the plaintiff alleges that  
25 GTE sent a document that was a forgery, GTE. They



1 never had a shred of evidence.

2 THE COURT: And where would GTE have gotten  
3 it?

4 MR. FEDER: That's a good question. There  
5 remains a question as to whether GTE ever sent  
6 anything.

7 My client was deposed. He denied having any  
8 knowledge of this forgery. So, I don't know why  
9 counsel is making statements that are not true.

10 But the bottom line point is when they filed a  
11 lawsuit they alleged that my client directed or  
12 forged a document, and they had no right to say  
13 that.

14 And three years later on their second amended  
15 complaint, after years of having opportunity to do  
16 discovery, they alleged the identical allegation  
17 against the individual.

18 THE COURT: All right. Have I entered a final  
19 judgment in this case?

20 MR. RUSSO: Yes.

21 MR. FEDER: No. Just an order. You entered an  
22 order on summary judgment, I believe.

23 MR. RUSSO: No. It's a final, Judge.

24 THE COURT: Did I --

25 MR. FEDER: I don't have the order.

1 THE COURT: Didn't I order a final summary  
2 judgment?

3 MR. FEDER: It is a final summary judgment.  
4 That is true, Your Honor.

5 MR. RUSSO: Right.

6 MR. FEDER: But under - this was filed timely,  
7 and you have the right to reconsider this issue.

8 THE COURT: Okay. Is the order on appeal?

9 MR. FEDER: Not yet, but I understand it will  
10 be.

11 THE COURT: Okay. So, let me take this under  
12 advisement.

13 MR. FEDER: May I leave a blank order?

14 THE COURT: You can leave a blank order.

15 Have you filed any written response to this,  
16 counsel?

17 MR. RUSSO: Judge, I can't --

18 MR. FEDER: No, he did not.

19 MR. RUSSO: -- file a written response. I  
20 don't even see the safe harbor letter in the file.

21 MR. FEDER: It doesn't go in the file, Your  
22 Honor. But I'm happy to provide it --

23 THE COURT: Is there a --

24 MR. RUSSO: No, not now.

25 MR. FEDER: -- and counsel knows it exists.

1 MR. RUSSO: It's too late.  
2 THE COURT: Is there a dispute as to --  
3 MR. RUSSO: It's not an evidentiary hearing.  
4 THE COURT: Did you get the safe harbor letter  
5 or not?  
6 MR. RUSSO: I got a safe harbor letter.  
7 THE COURT: All right.  
8 MR. RUSSO: The safe harbor letter, you --  
9 THE COURT: Safe harbor letters are never in  
10 the file; they're between counsel.  
11 MR. RUSSO: Well, it's --  
12 THE COURT: When did you send the safe harbor  
13 letter in this case?  
14 MR. FEDER: April 28th of 2015 when --  
15 THE COURT: Okay. Let me see the safe harbor  
16 letter.  
17 MR. RUSSO: The save harbor letter is supposed  
18 to be attached to the motion. The safe harbor  
19 letter is supposed to address specifically,  
20 specifically what you are serving to be the issue.  
21 THE COURT: All right.  
22 MR. FEDER: I apologize. I do have the order,  
23 Your Honor, for the record. It's granting final  
24 summary judgment and final judgment thereon.  
25 THE COURT: Okay. So, Mr. Feder?

1 MR. FEDER: Yes, Your Honor?

2 THE COURT: It doesn't look like your safe  
3 harbor letter raises the issue that you're here on  
4 today. It does not mention anything about your  
5 client not forging any instruments or that the  
6 claim that your client forged instruments being a  
7 violation of 57105.

8 MR. FEDER: If I may, Your Honor?

9 THE COURT: What it references is the  
10 requirement in Federal Law to have mortgage  
11 insurance and the refund of three hundred and two  
12 seventy-six before filing of the suit.

13 MR. FEDER: I believe --

14 THE COURT: But it does not mention the basis  
15 upon which you're seeking fees; that being if there  
16 was no evidence of a forgery.

17 MR. FEDER: I believe, Your Honor, if you will  
18 look at the motion that was attached that went with  
19 - material with the safe harbor letter the motion  
20 itself in paragraph 4 --

21 THE COURT: But I think the statute requires  
22 that the safe harbor letter articulate the basis  
23 upon which you claim the lawsuit to be frivolous,  
24 doesn't it?

25 MR. FEDER: I believe the law is --

1 THE COURT: Let me see it.

2 MR. FEDER: -- it includes the motion that you  
3 send.

4 The save harbor letter, actually, doesn't need  
5 to specify anything other than that you are  
6 contending that this 57105 fees should be assessed  
7 at the end.

8 And the point is that you have to attach the  
9 motion --

10 THE COURT: Okay. Where is that?

11 MR. FEDER: -- you intend.

12 THE COURT: Where does the motion reference  
13 that there's no evidence of a forgery, because I  
14 don't see that in what you've given me either.

15 MR. FEDER: Sorry if I don't have copies of  
16 all - under 4, plaintiffs allege that defendants  
17 determine that a disclosure document showing the MI  
18 was fraudulent.

19 This never occurred. This allegation is pure  
20 fantasy by the plaintiff counsel in his pleadings.

21 Number 5, plaintiffs allege LF Loans directly  
22 at the direction of Wilson or through their agents  
23 forged the signatures of the plaintiffs.

24 Even assuming these signatures were forged no  
25 one knows who did this, and counsel's allegations

1 are, again, without any factual basis and false.

2 That's directly on point.

3 And then, --

4 THE COURT: All right. Let me see your --

5 MR. FEDER: Paragraph 4 and 5.

6 THE COURT: Let me have a copy of the safe  
7 harbor letter and your motion.

8 MR. FEDER: I'll leave this with you, Your  
9 Honor, --

10 THE COURT: Counsel, if you want to --

11 MR. FEDER: -- and print out more.

12 THE COURT: -- submit to me any evidence that  
13 you had that formed the basis for the forgery  
14 allegation you can bring that to my attention as  
15 well. Okay?

16 MR. RUSSO: Thank you, Your Honor.

17 THE COURT: All right. Have a nice day.

18 MR. RUSSO: Happy holidays.

19 (Thereupon, the hearing was concluded.)  
20  
21  
22  
23  
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CERTIFICATE OF REPORTER

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I, PATREEZE PEARCE, a Court Reporter in and for the State of Florida at Large, do hereby certify that I was authorized to and did report the proceedings in the above-styled cause before the Honorable Michael Hanzman, at the time and place set forth; that the foregoing pages, numbered from 1 through 18, inclusive, constitute a true and complete record of my notes.

I further certify that I am not an attorney or counsel of any of the parties, nor related to any of the parties, nor financially interested in the action.

Dated this 4th day of January, 2017.



---

Patreeze Pearce  
Court Reporter

**IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT  
IN AND FOR MIAMI-DADE COUNTY, FLORIDA**

CASE NO. 12-41600-CA-22

John M. Bennett, and  
Nancy L. Bennett, his wife,

Plaintiffs,

vs.

Mortgage Electronic Registration Systems, Inc.,  
Home Loan Alliance, LLC f/k/a Leverage  
Financial, LLC d/b/a LF Loans,  
Jamal M. Wilson, and  
GTE Federal Credit Union,

Defendants.

---

MOTION TO SUPPLEMENT AND CORRECT THE RECORD

COME NOW the Plaintiffs, by and through their undersigned counsel, and file this Motion pursuant to Rule 9.200(f) of the Florida Rules of Appellate Procedure, and as grounds therefor state:

1. Rule 9.200(f)(1) states: "If there is an error or omission in the record, the parties by stipulation, the lower tribunal before the record is transmitted, or the court may correct the record."
2. This court has jurisdiction to correct the record because the record has not yet been transmitted.
3. Subsequent to the January 5, 2017 hearing on the defendant's entitlement to sanctions under Florida Statutes §57.105, defendants' counsel submitted a proposed order to this court together with a transcript of the hearing for the judge's review. However, counsel for the defendants in violation of Florida Rules of Civil Procedure, Rule 1.080, and Florida Rules of Judicial Administration, Rule 2.520(a), did not file the transcript with the court. A copy of the subject transcript that was submitted to the judge of record at the time is attached hereto together with the email correspondence copied to undersigned counsel.

4. This court has the authority to direct defendants' counsel to supply the omitted parts of the record. See, Rule 9.200(f)(2).
5. The transcript, which is required for inclusion in the record, in many places incorrectly refers to plaintiff's counsel as the speaker (i.e. Mr. Russo) instead of the judge (i.e. the Court). These are located within the transcript at page 8, line 23; page 9, line 25; page 11, lines 8 and 11; page 13, lines 5 and 22. Counsel for the plaintiffs (Mr. Russo) did not start speaking until page 14, line 9. These references should be clarified by order of the court.

WHEREFORE, an order of this court should be issued directing defendants' counsel to file the transcript, or this court should otherwise deem the transcript attached hereto as being filed of record, and this court should further correct the supplemental record as requested above.

REX E. RUSSO, ESQ.  
1550 Madruga Ave., #323  
Coral Gables, FL 33146  
(305) 442-7393  
Primary email: [RexLawyer@Prodigy.net](mailto:RexLawyer@Prodigy.net)  
Secondary email: [Rex@FloridaPropertyLitigation.com](mailto:Rex@FloridaPropertyLitigation.com)

/s/

---

Rex E. Russo  
Florida Bar #0331597

CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to Scott Jay Feder, attorney for the Defendants by e-mail delivery to scottj8@aol.com, on this February 21, 2017.

/s/

---

Rex E. Russo

---

**Subject:** Fw: eCourtesy Submission Service Confirmation

**From:** Ileana Brito (assistantscottjfeder@hotmail.com)

**To:** rexlawyer@prodigy.net;

**Cc:** scottj8@aol.com;

**Date:** Wednesday, January 25, 2017 10:52 AM

---

The attached were submitted to Judge Hanzman via eCourtesy today, as evidenced by the eCourtesy Submission confirmation below.

Ileana M. Brito, FRP  
Scott Jay Feder, PA  
4649 Ponce de Leon Blvd.  
Suite 402  
Coral Gables, FL 33146  
Telephone: (305) 669-0060  
Facsimile: (305) 669-4220  
Email: [assistantscottjfeder@hotmail.com](mailto:assistantscottjfeder@hotmail.com)



---

**From:** eCourtesy-No-Reply@jud11.flcourts.org <eCourtesy-No-Reply@jud11.flcourts.org>

**Sent:** Wednesday, January 25, 2017 10:49 AM

**To:** assistantscottjfeder@hotmail.com

**Subject:** eCourtesy Submission Service Confirmation

This confirms that attorney Scott Feder, with Florida Bar Number 359300 has submitted the following files to eCourtesy Section 22:

Hanzman Honorable Michael 01-05-2017.Mini.pdf; Order Granting Mot Attys Fees \_ Costs.docx;  
Ltr.Hon.Hanzman.PDF;

Case #: 12-41600  
eCourtesy Submission Type: Proposed Orders (12-41600)  
Submission Date: 1/25/2017 10:49 AM

Attorney Scott Feder has represented that he/she has sent copies of the submitted docs to all interested parties via: Email

Click here to [Submit Additional Documents](#).

## Attachments

- OutlookEmoji-1481913128809\_PastedImage.png (4.75KB)
- Ltr.Hon.Hanzman.PDF (26.52KB)
- Order Granting Mot Attys Fees & Costs.docx (17.79KB)
- Hanzman Honorable Michael 01-05-2017.Mini.pdf (309.41KB)



IN THE CIRCUIT COURT OF THE  
11TH JUDICIAL CIRCUIT IN AND FOR  
MIAMI-DADE COUNTY, FLORIDA

CASE NO. 1241600 CA 22

JOHN BENNETT, et al.

Plaintiffs,

vs.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
et al.

Defendants.

---

HEARING

The above-entitled cause came on for hearing before the HONORABLE JUDGE MICHAEL HANZMAN, as Presiding Judge at the Miami-Dade County Courthouse, 73 West Flagler Street, Miami, Florida 33130 on the 5th day of January, 2017, commencing at 10:15 a.m.

REPORTED BY:  
CHYNNA BARBOSA, FPR, COURT REPORTER



<p>2</p> <p>1 APPEARANCES OF COUNSEL  2 ON BEHALF OF THE PLAINTIFF:  3 REX EDWARD RUSSO, ESQUIRE  4 LAW OFFICES OF REX E. RUSSO  5 1550 MADRUGA AVENUE, SUITE 323  6 CORAL GABLES, FLORIDA 33146  7 305-442-7393  8 REXLAWYER@PRODIGY.NET  9  10 ON BEHALF OF THE DEFENDANT:  11  12 SCOTT FEDER, ESQUIRE  13 SCOTT JAY FEDER, P.A.  14 4649 PONCE DE LEON BLVD  15 CORAL GABLES, FLORIDA 33146  16 305-669-0060  17 SCOTTJ8@AOL.COM  18 ALSO PRESENT:  19 JUDGE RODOLFO RUIZ  20  21  22  23  24  25</p>	<p>4</p> <p>1 THE COURT: Okay, I understand we now have a  2 relinquishment order from The Third?  3 MR. FEDER: Yes, Your Honor.  4 THE COURT: On the appeal of the summary  5 judgment that I granted, right?  6 MR. FEDER: Yes, Your Honor.  7 THE COURT: Okay. Very good. Alright, are you  8 ready to proceed?  9 MR. FEDER: The defendant is, Your Honor.  10 THE COURT: Very good.  11 MR. FEDER: If I may, Judge, and I know, Your  12 Honor, well and know you are familiar with the  13 facts, but let me briefly just refresh. This was a  14 lawsuit filed in 2012 by the plaintiffs', who had  15 taken out a Federal HARP Loan. They claim they  16 never knew about Purchase Money Insurance in their  17 pleading. They claim that there was a document that  18 came a month after closing, from GTE. That was a  19 forged document.  20 THE COURT: So the plaintiffs' get this  21 document and they look at it and they say "this is  22 not our signature"?  23 MR. FEDER: That is what they allege.  24 THE COURT: So they were able to ascertain in  25 good faith and allege in good faith, that they</p>
---	--

<p>3</p> <p>1 HEARING  2 JANUARY 5, 2017  3 Thereupon:  4 THE COURT: In the matter of Bennett versus  5 Wilson, we are here on the courts order setting  6 this matter for a hearing on entitlement to  7 attorney's fees, under 57.105. Mr. Feder I noticed  8 in your compliance with my order, you mentioned  9 that there is a contract here with a fee provision?  10 As well as TILA, which has a fee provision, are you  11 seeking statutory or contractual fees or are you  12 just here on 57.105?  13 MR. FEDER: I am here on 57.105, Your Honor,  14 because I just pointed that out as an aside that  15 the plaintiff has sought fees under their claims,  16 but TILA does not go both ways to my understanding.  17 THE COURT: So TILA is a one-way fee provision?  18 MR. FEDER: Yes.  19 THE COURT: What about the contract that you  20 say has a fee provision?  21 MR. FEDER: That would be with the lender and  22 that was in a DEC Action that he filed against GTE  23 and MERS, which are not, never the less they are  24 not the payer anyways. So I am only here on the  25 57.105, Your Honor.</p>	<p>5</p> <p>1 received this document, acknowledging their  2 obligation to pay this mortgage insurance and that  3 they did not sign it?  4 MR. FEDER: Exactly.  5 THE COURT: Okay. Very good.  6 MR. FEDER: The point, and the key point being,  7 that they allege and will take that fact as a given  8 at this stage, at this point, that that document  9 was sent to them by GTE.  10 THE COURT: Okay.  11 MR. FEDER: So now, their attorney sends a  12 letter to GTE, copied to my client, LF Loans, the  13 originator of the loan.  14 THE COURT: So your client is like a broker?  15 MR. FEDER: Exactly.  16 THE COURT: In the middle of the transaction?  17 MR. FEDER: Essentially, yes.  18 THE COURT: Okay. The actual lender is GTE.  19 MR. FEDER: And this letter says that this a  20 forgery, that his clients never agreed at the  21 closing. There was a clerical error in the closing  22 to PMI, because PMI is federally required for this,  23 this is a welfare type of loan.  24 THE COURT: PMI is Principle Mortgage  25 Insurance?</p>
--	--

6

1 MR. FEDER: Purchase.

2 THE COURT: Purchase Mortgage Insurance?

3 MR. FEDER: Yes. And he says "You need to

4 clean this up, clear this up, they are not going to

5 pay PMI or they'll pay the \$100/month under protest

6 and then you have to return the money. And you have

7 60 days to do this". My client, the originator,

8 makes a business decision and within one month

9 writes a check for the entire life cost of the PMI,

10 five thousand four hundred and some-odd

11 dollars --

12 THE COURT: Writes a check to GTE?

13 MR. FEDER: No, Your Honor, to the insurance

14 company. The Purchase Money Insurance Company.

15 THE COURT: Okay.

16 MR. FEDER: And--

17 THE COURT: So your client prepays what? The

18 Principle-- What the Mortgage Insurance would be

19 for the life of the loan?

20 MR. FEDER: Exactly, moots the issue. Makes a

21 business decision, moots the issue and sends an

22 email to the plaintiffs' attorney explaining that

23 this has been done. Unfortunately GTE, the

24 corporation as it is, sent the monthly statement

25 for August with the PMI still on it and for

8

1 MR. FEDER: The return of their escrow money,

2 theoretically.

3 THE COURT: Okay.

4 MR. FEDER: But that would be a claim against

5 GTE only. They file a lawsuit and, in their

6 original lawsuit, they allege that they never knew

7 about PMI, which the court has already recognized

8 was a false statement. They alleged that my

9 client, LF Loans, and my client Jamal Wilson

10 individually, the sole owner of LF Loans, did the

11 forgery or at his direction. This is the key fact

12 that we are here on. They sued my client

13 individually. I sent the 21 day -- Actually there

14 is no letter. The statute just requires a draft

15 motion, but I sent the 21-day notice letter, with

16 the motion attached and, in paragraph five of the

17 motion, specified quite clearly "You are alleging

18 that my client made a forgery that is false, there

19 is no evidence". They continued with the lawsuit.

20 They actually amended the complaint twice after

21 that, with the same allegations. Four years later

22 we came in front of you --

23 MR. RUSSO: And the allegation was that your

24 client or someone under his direction, either

25 signed or authorized somebody else to sign the

7

1 September with PMI still on it. October statement

2 came without any PMI. They filed suit at the end

3 of October.

4 THE COURT: So basically it took 60 days to get

5 through the pipeline that it had been prepaid.

6 MR. FEDER: And that it was gone and there was

7 no PMI, exactly.

8 THE COURT: And, at the same time, your client

9 prepaid the PMI, you also refunded the amounts that

10 had been collected earlier?

11 MR. FEDER: Not at the same time. The collected

12 money-- at the time my client paid it, I do not

13 think any money had been paid in to the GTE escrow

14 account by the plaintiff. But by the time the

15 October statement, clearing it up, they have made

16 three payments in to their-- it is their escrow

17 account, they got that \$300, \$302 check back in

18 November, to be precise on the facts.

19 THE COURT: Okay.

20 MR. FEDER: They filed suit at the end of

21 October, just before they had gotten that money

22 back. The lawsuit--

23 THE COURT: So theoretically speaking, at the

24 end of October there was a claim that they were

25 owed this \$300?

9

1 plaintiffs signatures to the documents, which

2 acknowledged the obligation to pay PMI?

3 MR. FEDER: They allege my client directly

4 forged it or directed someone else to forge it. We

5 came in front of you on a summary judgment after

6 four years and some brief discovery, including they

7 deposed my client so there is a red herring

8 argument that counsel keep making that up, that I

9 will come back to. In the summary judgment

10 opposition motion, he had two grounds as to why he

11 sued my client individually. His first was "Oh,

12 you are the head of the company". Well, as the

13 court recognized that is completely frivolous not

14 just in Florida, but in all 50 states because that

15 is the entire purpose of a corporation or legal

16 fiction. It insulates all the individuals, other

17 than the one who actually did it. He did not allege

18 he had any evidence that my client actually did

19 this. His second argument was quite interesting

20 "Your client, LF Loans, paid the PMI, that is an

21 admission of guilt".

22 Again, there is not a single case in the US

23 that that is an admission of guilt. And I am going

24 to quickly say. He points to --

25 MR. RUSSO: You cited an opinion from Judge

THE COURT

THE COURT

10

1 Thomas?

2 MR. FEDER: Yes. Which is the tender of an

3 obligation to the plaintiff. Completely different.

4 You have a loan with the plaintiff, you owe them

5 \$100 and you tender the \$100 to the plaintiff.

6 That is an admission of the obligation, completely

7 opposite to the facts of this case. My client was

8 being sued for an alleged forgery and some other

9 things and he mooted the damage claim. He took

10 care of it because it was far less to write \$5500

11 than the almost \$40000 we are up to now in legal

12 fees and four years of litigation, a business

13 decision. There is no law that says that by result

14 -- by making that payment you are now admitting

15 guilt. Those were his two grounds. So, at the

16 beginning of this case, as far as we know, in the

17 record, he has never had any basis in good faith,

18 to have brought a claim against my client

19 individually. Two weeks after you granted summary

20 judgment, I get an email where now, for the first

21 time ever, he suggests that some unidentified

22 person told him that my client has done forgeries

23 before.

24 I immediately sent an email to counsel. "Name

25 this person". I have not gotten any response to

12

1 entire testimony about what basis to sue Jamal

2 Wilson, individually, was "I have no idea, they

3 relied on their counsel to do this. So, the whole

4 point here is, and he had four years to do

5 discovery.

6 He could have started this case against GTE

7 and done discovery and seen where that lead. But,

8 as of today, there remains not a single shred of

9 evidence as to who, if anyone, forged this

10 document. There is as much evidence in this case

11 that the counsel or his clients created the

12 document as there is that my client or LF Loans or

13 GTE created a forgery. There is nothing to create

14 any authenticity or --

15 THE COURT: So what do you do to if you are a

16 plaintiff and you see that you have agreed to

17 something, whether it is this insurance or some

18 other obligation and somebody sends you the

19 document that you reportedly agreed to buy

20 something or to undertake some other obligation,

21 you look at it and you say "That is not my

22 signature", right?

23 MR. FEDER: Right.

24 THE COURT: You were not there when somebody

25 forged it, but you know it was forged, right?

11

1 that. Yesterday afternoon you got an unsworn

2 memorandum from counsel saying this new claim. And

3 I would suggest to the Court, putting aside that is

4 pure hearsay, this unidentified person needs to be

5 identified. We will depose this person and I am

6 willing to bet the farm that no such statement was

7 ever made.

8 MR. RUSSO: Well there is no case to depose

9 this person anymore, is there?

10 MR. FEDER: There is not, but--

11 MR. RUSSO: Haven't I disposed of this case?

12 MR. FEDER: You have, but Your Honor has

13 inherent jurisdiction to issue an order to show

14 cause for contempt of court, for fraud on the

15 court. This --

16 THE COURT: Fraud on Court?

17 MR. FEDER: If he is saying that before he

18 filed suit, that he had a conversation with some

19 unidentified person, and that is his due diligence

20 and his good faith basis to sue my client, we have

21 a right to look in to that. If Your Honor is not

22 otherwise going to find that there was no basis.

23 He never plaid that, he never mentioned that in

24 answers to interrogatories. His clients never

25 mentioned that in answers to my questions, their

13

1 There are a certain number of players in the

2 transaction and it was your guy that -- I assume, I

3 do not know, is there any other entity that had

4 access to these documents?

5 MR. RUSSO: The title company that did the

6 closing?

7 THE COURT: The title company that did the

8 closing, maybe the --

9 MR. FEDER: They had another agent.

10 THE COURT: Okay, so you know that there is a

11 finite number of players in this game, right?

12 MR. FEDER: Right.

13 THE COURT: You know it is not your signature.

14 You can never have firsthand knowledge as to

15 exactly who did the forgery. So, in your view,

16 what would be the appropriate protocol?

17 MR. FEDER: Very simple.

18 THE COURT: You sue nobody? You file a bill of

19 discovery? What is it that, in your view, they

20 should do under that circumstance?

21 MR. FEDER: You do not even need a bill --

22 MR. RUSSO: I am more troubled, honestly. I

23 mean I understand your argument, that there was no

24 basis in law or fact for the forgery claim, but I

25 am equally troubled by, what I consider an even

THE COURT

THE COURT

THE COURT



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14

1 more serious problem with this case, is that you  
 2 paid the money upfront and then refunded \$300 and  
 3 counsel continued with the lawsuit. After his  
 4 client clearly had no damages, which we have not  
 5 even discussed yet.  
 6 MR. FEDER: I am going to get to that too.  
 7 THE COURT: But before we get to that, talk to  
 8 me about what, in your view, a client and/or  
 9 counsel should do in this scenario where we see  
 10 that is not your signature on the document,  
 11 somebody forged it, there are a finite number of  
 12 players and you can not tell between them who  
 13 actually took the pen and wrote your name.  
 14 MR. FEDER: Well, they are alleging that they  
 15 received the document from GTE in response to their  
 16 demand for to why there is a Purchase Money  
 17 Insurance. That, in good faith, would permit them  
 18 to sue GTE and begin discovery --  
 19 THE COURT: Why would they be able to sue GTE  
 20 in good faith, but not your client in good faith?  
 21 GTE did not have any more access to the documents  
 22 than your client.  
 23 MR. FEDER: GTE --  
 24 THE COURT: Does that mean --  
 25 MR. FEDER: GTE has supplied the document to

15

1 them.  
 2 THE COURT: So what?  
 3 MR. FEDER: According to them --  
 4 THE COURT: The document that got to GTE  
 5 presumably came from your client.  
 6 MR. FEDER: No. No, Sir.  
 7 THE COURT: And the title company. No?  
 8 MR. FEDER: Title company. It is my  
 9 understanding it came to GTE. You could do a bill  
 10 of discovery --  
 11 THE COURT: Who was it at the closing? When  
 12 this loan closed, who was there?  
 13 MR. FEDER: The plaintiffs', husband and wife  
 14 and some title agent from Stewart Title.  
 15 THE COURT: Your client was not there?  
 16 MR. FEDER: No, Sir. No one from my client's  
 17 company --  
 18 THE COURT: And your client never had access to  
 19 these documents before they went to GTE?  
 20 MR. FEDER: To these documents?  
 21 THE COURT: Yes, who prepared the documents  
 22 that were allegedly forged and who had possession  
 23 of them before they got to GTE?  
 24 MR. FEDER: This forged document, no one knows.  
 25 No one knows where this came from --

16

1 THE COURT: But it is a form document, so it  
 2 has to be generated --  
 3 MR. FEDER: These forms are-- The title company  
 4 has the forms, the plaintiffs' agent -- The  
 5 plaintiff had an agent in this also, their own  
 6 agent. He has the forms, my client has the forms,  
 7 GTE has the forms, this is a very standard closing  
 8 forms, Truth In Lending.  
 9 THE COURT: So a number of participants had  
 10 their fingerprint on this document before it got  
 11 sent back --  
 12 MR. FEDER: On the blank form.  
 13 THE COURT: On the blank form before it got  
 14 sent back to your client from GTE?  
 15 MR. FEDER: Never came to my client. I am  
 16 sorry, Judge.  
 17 THE COURT: You said your client got proof that  
 18 GTE sent you client proof of the document to  
 19 show --  
 20 MR. FEDER: Sent the plaintiff.  
 21 THE COURT: The plaintiff?  
 22 MR. FEDER: The plaintiff.  
 23 THE COURT: Correct, the plaintiff. Fine. So  
 24 before the document was back to the plaintiff, with  
 25 the signature on it, to prove that the plaintiff

17

1 had agreed, four or five entities had access to  
 2 these documents.  
 3 MR. FEDER: To a form document.  
 4 THE COURT: Correct.  
 5 MR. FEDER: In fact --  
 6 THE COURT: So any of the four or five could  
 7 have done the forgery?  
 8 MR. FEDER: Any of them could have.  
 9 THE COURT: So why could they have sued GTE in  
 10 good faith and not your client in good faith?  
 11 MR. FEDER: Because GTE --  
 12 THE COURT: Your client had as much access to  
 13 documents as GTE. Just because GTE is open part  
 14 that sent it to them?  
 15 MR. FEDER: Your Honor has equal access to the  
 16 same documents as I do. It is right on the  
 17 Internet. Anyone has access to this document. You  
 18 can not just sue everyone --  
 19 THE COURT: You just told me they could have  
 20 sued GTE in good faith --  
 21 MR. FEDER: Because GTE has supplied it to  
 22 them.  
 23 THE COURT: So what? Why does that make GTE  
 24 any more -- Why is that any more evidence that GTE  
 25 forged it --

18

1 MR. FEDER: No, I did not say --

2 THE COURT: Than the evidence against your

3 client?

4 MR. FEDER: I did not say that GTE forged it.

5 They could have sued GTE for using an improper

6 document to attempt to obtain Purchase Money

7 Insurance. That would be inappropriate for GTE to

8 do that. You could start in good faith the

9 lawsuit--

10 THE COURT: So they wouldn't sue GTE for

11 forgery, they would sue GTE or defend the claim for

12 Mortgage Insurance. Just saying the document is

13 forged --

14 MR. FEDER: And due discovery and --

15 THE COURT: So your problem is not that they

16 took the position that the document was forged --

17 MR. FEDER: Exactly.

18 THE COURT: And defended. Your problem is that

19 they accused your guy of being the forger.

20 MR. FEDER: Individually. They did not accuse

21 GTE, they did not accuse Stewart Title, they did

22 not accuse their own agent, they accused my

23 client's company, who was not at the closing, and

24 they accused my client individually.

25 THE COURT: So basically your position is that

19

1 they are a number of players that had access to

2 these blank documents, there were participants in

3 this transaction that had access and the ability to

4 do the forgery and they just aimed the gun at you

5 without any evidence and that it was you as opposed

6 to one of these other players?

7 MR. FEDER: Exactly.

8 THE COURT: Okay.

9 MR. FEDER: That is that argument.

10 THE COURT: Okay, with no evidentiary support?

11 MR. FEDER: With none. The next step is -- they

12 filed their lawsuit over this \$302 on a TILA claim.

13 TILA expressly relates solely to everything from

14 the beginning of the process up to the closing.

15 Their lawsuit is based on this document that came a

16 month after closing, that they recognized is a

17 forgery. It is not a TILA violation, never was a

18 TILA violation. There is no basis. There is

19 nothing in the closing documents that is a

20 violation of TILA. Completely, frivolous claim and

21 they sued MERS. Their defense to suing MERS is

22 "Well the defendant never pointed out this law that

23 says we are not allowed to sue MERS."

24 Well 57.105 is because the legislator got

25 tired of plaintiffs bringing lawsuits that they

20

1 have no right to bring. Counsel has a

2 responsibility in good faith to look at the law

3 before he sues an entity. So he had no reason to

4 sue MERS. He admits, because he has to, that the

5 law has been crystal clear, 100% of the cases, that

6 MERS is not to be sued over these things.

7 THE COURT: Did the MERS pay any fees here?

8 MR. FEDER: They did not and that is why I

9 point this out.

10 THE COURT: Okay.

11 MR. FEDER: There is a third action that he

12 brought, a Dec Action. He brought a Dec Action and

13 continued with a Dec Action saying "We are in doubt

14 as to our rights here, because of this PMI", except

15 there is no doubt. It has been paid off before the

16 lawsuit started. It has been paid off and crystal

17 clear that there is no issue here as the time of

18 the amended complaint, as of the time of my 21 day

19 notice letter. And then the second amended

20 complaint. He just continued on wily-nilly with

21 these claims. So the bottom line is Jamal Wilson,

22 who paid all of the fees, the individual, because

23 LF Loans is gone. Jamal Wilson should have never

24 been sued. He paid these fees because of

25 contractual indemnification clauses.

21

1 Counsel makes an argument today, but last

2 night, when it was filed and served on Your Honor

3 and me, he makes an argument that "Well, obviously

4 Jamal Wilson was guilty of the forgery because he

5 is the one who paid for everybody", another red

6 herring claim. My client individually should have

7 never been sued and, as of today, even now, there

8 is not a shred of evidence that my client did

9 anything wrong. My client is the white hat, took

10 care of the federally required PMI, his clients got

11 a pure windfall here, pure windfall. And if you

12 recall please that he pursued, even in the second

13 amended complaint, this false claim that his

14 clients never knew about PMI, you'll recall from

15 the summary judgment. I had multiple documents

16 that they signed under penalties of perjury,

17 acknowledging the PMI. They knew about the PMI the

18 entire time, so his complaint on its face --

19 THE COURT: Documents that were not forged?

20 MR. FEDER: No, they authenticated. The only

21 forged document is this one Truth In Lending

22 statement that nobody knows where it came from, but

23 we have to accept the plaintiffs' claim that it

24 came from GTE. I say nobody knows where it came

25 from --



22	<p>1 THE COURT: Under the current version of the</p> <p>2 statute, does the case has to be lacking of any law</p> <p>3 or fact at the time of finding or if you find out</p> <p>4 that it lacks judicial basis of law or fact, after</p> <p>5 filling, are you obligated to dismiss it or incur</p> <p>6 fees under 57.105?</p> <p>7 MR. FEDER: Under the current case law, at any</p> <p>8 time that a claim has continued to be advanced and</p> <p>9 it no longer is the pre-1999 law, where it must</p> <p>10 have the absence of any justiciable factor law.</p> <p>11 Today the statute was changed in 1999 and the</p> <p>12 Courts have made it quite clear that pre-1999 law</p> <p>13 is of little value --</p> <p>14 THE COURT: He cites to me this Grove Marina</p> <p>15 case from The Third in 2015, which is after the new</p> <p>16 statute.</p> <p>17 MR. FEDER: Right, relying on the --</p> <p>18 THE COURT: Where they do say that section</p> <p>19 57.105 fees will not be awarded, unless The Court</p> <p>20 finds a total absolute lack of justiciable issue,</p> <p>21 which is tantamount to the finding that the action</p> <p>22 is frivolous, and so clearly devoid of merit. Both</p> <p>23 on the facts and the laws to be completely</p> <p>24 untenable. That does not seem to be the statutory</p> <p>25 standard now, but that what the Third District says</p>	24	<p>1 MR. FEDER: Exactly.</p> <p>2 THE COURT: So you don't have to find both,</p> <p>3 that the case was devoid of merit on the facts and</p> <p>4 the law in the conjunctive.</p> <p>5 MR. FEDER: Exactly.</p> <p>6 THE COURT: Okay. Either one of them.</p> <p>7 MR. FEDER: Either one.</p> <p>8 THE COURT: Okay. O kay, Mr. Russo?</p> <p>9 MR. RUSSO: Yes, Your Honor. Counsel makes a</p> <p>10 point first of all, and he has done so repetitively</p> <p>11 about the length of time that this case is taking</p> <p>12 and I think a review of the record will show that</p> <p>13 plaintiffs have --</p> <p>14 THE COURT: I do not care how long the case has</p> <p>15 taken. Tell me what arguments you had when you</p> <p>16 filed this case to support the claim that Mr.</p> <p>17 Wilson had forged your client's signature. What</p> <p>18 did you have as a factual basis for that claim?</p> <p>19 MR. RUSSO: First of all we did never said that</p> <p>20 Mr. Wilson is the one who forged the clients'</p> <p>21 signature.</p> <p>22 THE COURT: Okay, Mr. Wilson or somebody under</p> <p>23 his direction.</p> <p>24 MR. RUSSO: Somebody, well it says "At his</p> <p>25 direction" could be somebody under his direction,</p>
23	<p>1 in 2015.</p> <p>2 MR. FEDER: Yes, Your Honor, but I will point</p> <p>3 out in that case, that their district was affirming</p> <p>4 the sound discretion of the trial judge that found</p> <p>5 57.105 fees and that is just dicta and I think</p> <p>6 frankly the Third -- somebody did not look at the</p> <p>7 pronouncements of the other courts.</p> <p>8 THE COURT: They do cite pre-1999 cases in</p> <p>9 support of that.</p> <p>10 MR. FEDER: They do.</p> <p>11 THE COURT: They cite a 1987 and a 1982 case.</p> <p>12 MR. FEDER: Right.</p> <p>13 THE COURT: That seem to be the standard under</p> <p>14 the old statute.</p> <p>15 MR. FEDER: Exactly. And I cited to Your Honor</p> <p>16 the, I believe, it is the Second District Court</p> <p>17 which pointed out that those old cases are of</p> <p>18 little precedential value, because of this key</p> <p>19 change. In 1999 the legislature expressly said the</p> <p>20 bar is too high, they lowered the bar.</p> <p>21 THE COURT: So you have to show that it was not</p> <p>22 supported by material facts necessary to establish</p> <p>23 the claim or in the disjunctive, would not be</p> <p>24 supported by the application of any existing law</p> <p>25 that wasn't clear of facts. Either one?</p>	25	<p>1 which does not mean necessarily that he directed</p> <p>2 them to do it. Somebody under his direction, under</p> <p>3 his auspices of his license. And if you read</p> <p>4 Florida Statute 494.0019 subsection 1, it makes it</p> <p>5 very clear. And there is good reason and sense to</p> <p>6 that, I think Your Honor was sort-of pointing why,</p> <p>7 because you are never going to prove who did it. I</p> <p>8 mean you could, because, you know, you could find</p> <p>9 somebody who stood over them and saw them do it or</p> <p>10 the person could admit it, but beyond that there is</p> <p>11 no way. You talk to any documents examiner and they</p> <p>12 are going to say you know it is nearly impossible.</p> <p>13 Nearly, nearly impossible to hunt down who then</p> <p>14 would be the one who committed the forgery.</p> <p>15 My client stated in her affidavit, it was a</p> <p>16 forgery. The particular document that was forged</p> <p>17 has nothing to do with disclosure of an obligation</p> <p>18 to pay title insurance. It is the ultimate form</p> <p>19 that is signed at closing that says this is how</p> <p>20 much you are going to pay and this the breakdown.</p> <p>21 My client said in her affidavit, they kept begging</p> <p>22 not to have title insurance. They do not want it</p> <p>23 because it is an extra \$100 a month charge. They</p> <p>24 do not know whether it is -- and I do not know yet</p> <p>25 either because it has never been pointed out to me</p>

26

1 where is in the federal law, though I keep being  
 2 told that is in the federal law, that it has to be  
 3 in there. But even if that is so, whether it  
 4 should be there or not, it is the bottom line  
 5 number on that paper that is important.  
 6 THE COURT: If your clients' were well aware of  
 7 the fact that they had this obligation, as I have  
 8 already found, because they have signed a number of  
 9 documents acknowledging that they had this  
 10 obligation. What difference did it make if  
 11 somebody forged their signature on an ultimate  
 12 document, which told them what their break down of  
 13 expenses was going to be? What difference does it  
 14 make?  
 15 MR. RUSSO: They never signed anything that  
 16 said they had an obligation to pay. Every one of  
 17 those documents that they signed previously, I  
 18 believe states that this is not a contract. In  
 19 other words, this is a disclosure of what might be,  
 20 not --  
 21 THE COURT: But it discloses that they are  
 22 going to be paying PMI.  
 23 MR. RUSSO: No, it discloses that they might be  
 24 paying that amount of PMI. It is not an obligation  
 25 to pay, because it says specifically, it is not

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1 contractual. It is not contractual and my client  
 2 state that --  
 3 THE COURT: But their claim was that they did  
 4 not even know they were going to be subject to PMI  
 5 insurance.  
 6 MR. RUSSO: No, their claim was not that they  
 7 did not know that they might be subject to PMI  
 8 insurance, their claim is that they were not  
 9 subject to PMI insurance for the loan that closed.  
 10 That is what their claim is, because it is not on  
 11 that payment letter to borrower regarding payment.  
 12 It has to be on there, if it is not on there --  
 13 That is the obligation for the payment, there. It  
 14 is not some prior form that might -- for some other  
 15 opportunities to get other loans at other rates or  
 16 whatever that counts, it is what closed. It is  
 17 what closed, it is not what closed. It is just  
 18 like if you had a, you know, entered into a  
 19 contract with a buyer to buy a house and then, you  
 20 know, we did not go with that contract, this is the  
 21 one that got signed and closed, that is the one  
 22 that is enforceable. Whatever is in the other one  
 23 it is not enforceable.  
 24 THE COURT: Alright, so let's get back to the  
 25 first question.

28

1 MR. RUSSO: Yes.  
 2 THE COURT: I not sure I agree with you, but  
 3 let's get back to the first question. What  
 4 evidence was there, you made an allegation that Mr.  
 5 Wilson or somebody acting at or under, I do not  
 6 want to have a word play here --  
 7 MR. RUSSO: Right. Well, it is because of --  
 8 THE COURT: -- your client's signature. What  
 9 evidence was there that you had that will support  
 10 that claim, when you advanced it in this lawsuit?  
 11 MR. RUSSO: The forged document together with  
 12 the statute that says "If a mortgage loan  
 13 transaction is made in violation of any provision  
 14 of this chapter, the person making the transaction  
 15 and every licensee, director, or officer who  
 16 participated in making the transaction are jointly  
 17 and severally liable to every party of the  
 18 transaction in an action for damages incurred by  
 19 the party or parties". Now --  
 20 THE COURT: Okay, but you did not bring an  
 21 action for damages under the theory that he might  
 22 be vicariously liable for somebody who forged the  
 23 signature. You sued him directly for forgery. You  
 24 did not bring a claim under the statute saying "I  
 25 have a private right of action because my signature

29

1 was forged and he is statutorily liable or  
 2 vicariously liable". You accused him of either  
 3 forging the document himself or directing somebody  
 4 else to do so.  
 5 MR. RUSSO: Somebody under his direction.  
 6 THE COURT: Okay.  
 7 MR. RUSSO: Did it, but we did not necessarily  
 8 mean that he told them "Forge this document", okay?  
 9 Because now what you are saying is we are going to  
 10 the heart of the pleadings and not the good faith  
 11 of the pleadings. That might be something subject  
 12 for an amendment, that is not something subject to  
 13 what is or is not the law. The law is pretty clear  
 14 under that statute and it is also clear when you  
 15 look at the next part --  
 16 THE COURT: And that statute would allow you to  
 17 sue for damages that you just read, right?  
 18 MR. RUSSO: Yes.  
 19 THE COURT: Okay, but by early November, like a  
 20 week after you filed this case, your clients had no  
 21 damages because the PMIs were prepaid and they had  
 22 been refunded the \$302 or whatever it was, that was  
 23 in escrow. So, if you are going to rely up on that  
 24 statute, you would have to have had some damages.  
 25 MR. RUSSO: Yes. So --

30

1 THE COURT: What were your damages after the  
 2 early part of November, four years ago, before this  
 3 case was litigated for another four years?  
 4 MR. RUSSO: Well, first of all it is always  
 5 with the damages that are at the time of the  
 6 filing. I mean you can not --  
 7 THE COURT: Not necessarily because if you file  
 8 a case that states I had damages of \$1000 and  
 9 within a week the plaintiff says "I'll pay you  
 10 \$1000" and you decide not to go away and you want  
 11 to litigate for another four years over things you  
 12 have no right to litigate over, you are violating  
 13 the statute.  
 14 MR. RUSSO: So Judge, maybe you do want to get  
 15 in to then why this has taken so long. It is  
 16 because we have been only reactive to whatever it  
 17 is been filed. Our original demand and was for --  
 18 THE COURT: Why did you not go away after your  
 19 clients had the PMI prepaid and the \$302 back in to  
 20 their bank account? Why did you not dismiss this  
 21 case and get on to more important things?  
 22 MR. RUSSO: Because we had-- my client had  
 23 incurred costs and attorney fees that is why.  
 24 THE COURT: Okay.  
 25 MR. RUSSO: And they are entitled to recover

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1 costs in attorney's fees.  
 2 THE COURT: And why did you not just come in  
 3 and say "Judge, my client sued, they have now  
 4 prepaid the mortgage and they paid the \$302 back,  
 5 which is an admission of liability and I want my  
 6 attorney's fees for the last 30 days". Why did  
 7 this case drag on for another four years?  
 8 MR. RUSSO: Because I believe that there is a  
 9 cause, although it can not be brought up yet, for  
 10 possible punitive damages, if we were able to  
 11 ascertain through obviously through witnesses as to  
 12 who did the forgery. Together with the fact  
 13 that --  
 14 THE COURT: Even though your client had been  
 15 made whole by early November --  
 16 MR. RUSSO: No, you say make whole. There is  
 17 not made whole until there is a proffer also of the  
 18 attorney's fees and costs. That is all they ever  
 19 wanted to be, really, is to be made whole. There  
 20 has never been a proffer to pay the fees and costs.  
 21 As there was everything else, never. In fact, we  
 22 were willing to walk away at one point from--  
 23 THE COURT: For example, you attached an email  
 24 from Mr. Caralis --  
 25 MR. RUSSO: Yes.

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1 THE COURT: Who I guess is the opposing  
 2 counsel, was before Mr. Feder, right?  
 3 MR. RUSSO: Yes, that is correct.  
 4 THE COURT: And this email, which was years  
 5 ago --  
 6 MR. RUSSO: 2012, at the beginning --  
 7 THE COURT: Shortly after this case was filed,  
 8 offered you \$15000, which would have been more than  
 9 sufficient to cover your attorney's fees and costs  
 10 to that date.  
 11 MR. RUSSO: Yes.  
 12 THE COURT: Why did you not take that and then  
 13 go away?  
 14 MR. RUSSO: In fact we did and I attached that  
 15 to the response that I filed to this summary  
 16 judgment.  
 17 THE COURT: You did?  
 18 MR. RUSSO: Yes. But what happened was there  
 19 was some going back and forth as to the particulars  
 20 of what then the -- what that would resolve, it was  
 21 telephonic, the way I remember --  
 22 THE COURT: Why was there a dispute, he said he  
 23 will pay you that, as opposed as to continuing with  
 24 the litigation --  
 25 MR. RUSSO: Yes.

33

1 THE COURT: -- and they want to settle the  
 2 matter.  
 3 MR. RUSSO: Yes.  
 4 THE COURT: So he is offering you 15 -- after  
 5 paying you, after prepaying the 5449 directly to  
 6 the PMI provider, after refunding your client \$302  
 7 to make them whole for their escrow, he then  
 8 offered you another \$15000 on top of it to resolve  
 9 the case.  
 10 MR. RUSSO: Yes, I know it. It all sounds --  
 11 THE COURT: You still do not go away.  
 12 MR. RUSSO: Right, because --  
 13 THE COURT: So what was the problem with this?  
 14 MR. RUSSO: Because I just told you why. But  
 15 what basically --  
 16 THE COURT: Why? Because you want punitive  
 17 damages?  
 18 MR. RUSSO: No, no, no, because basically once  
 19 my client accepted, all of the sudden is like Mr.  
 20 Wilson saw a weakness and he withdrew. He did not  
 21 want to go forward, the attitude was pretty much  
 22 "That offer is no longer on the table, you did not  
 23 accept it in writing". It was on the phone, Mr.  
 24 Caralis and I, we were getting along very well --  
 25 THE COURT: You have not even sent a response

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1 to Mr. Caralis accepting this offer?  
 2 MR. RUSSO: Yes, I attached it to-- Well, it is  
 3 not directly saying I accepted it, it says we were  
 4 all but there, because we --  
 5 THE COURT: Hold on, he sent you this email --  
 6 MR. RUSSO: Yes.  
 7 THE COURT: And he says "We are offering \$15000  
 8 to settle this case", okay?  
 9 MR. RUSSO: Right.  
 10 THE COURT: Is there an email back from you  
 11 which says "I accept, we are done?"  
 12 MR. RUSSO: No, because it was telephonic and  
 13 that is why I did not file a motion to enforce it.  
 14 And the reason why I did not do that even is  
 15 because there is not enough particularity in that  
 16 offer. I mean I want them to be sure --  
 17 THE COURT: What is missing? They say "we are  
 18 going to give you \$15000 to resolve the case",  
 19 okay?  
 20 MR. RUSSO: Right.  
 21 THE COURT: I hope this offer illustrates my  
 22 client's intent to settle this matter as soon as  
 23 possible?  
 24 MR. RUSSO: Because --  
 25 THE COURT: What is missing?

35

1 MR. RUSSO: Because I wanted assurances, Judge,  
 2 that this would be somehow recorded in a manner  
 3 that later on, if the mortgage is transferred,  
 4 whoever it's transferred to, is not going to come  
 5 forward and say "Well, we had this document here,  
 6 you are supposed to be paying PMI". I wanted--  
 7 THE COURT: The PMI was prepaid already at that  
 8 point.  
 9 MR. RUSSO: Judge, at the time we filed the  
 10 lawsuit and this is something that you keep losing  
 11 sight of, my clients filed an affidavit, they had  
 12 no idea when we filed this lawsuit. And we still  
 13 do not have any idea. And I do not know how you  
 14 can have any idea that for sure it was paid before  
 15 the lawsuit was filed, because there is not one  
 16 iota of sworn testimony in the file. There is a  
 17 check with the date from August, when that check  
 18 was transacted, who knows?  
 19 THE COURT: But they stopped billing you for  
 20 it.  
 21 MR. RUSSO: No. No, no, no.  
 22 THE COURT: You saw a copy of the check that  
 23 went to PMI mortgage insurer and then in October,  
 24 after two months -- it was no longer on your  
 25 client's bill.

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1 MR. RUSSO: First of all, he said for the  
 2 October payment. The October bill, the bill that  
 3 was sent in October is for November's payment, was  
 4 the first time. My clients said in their  
 5 affidavit --  
 6 THE COURT: First time that it was not on the  
 7 bill?  
 8 MR. RUSSO: It was not on the bill, they even  
 9 received that after the lawsuit was filed.  
 10 THE COURT: Let me ask you a question. Your  
 11 clients were billed for years after this lawsuit  
 12 was filed, right?  
 13 MR. RUSSO: What do you mean they have been  
 14 billed --  
 15 THE COURT: Have they not been billed on a  
 16 monthly basis, on this loan?  
 17 MR. RUSSO: Yes.  
 18 THE COURT: During the pendency of this case?  
 19 MR. RUSSO: Yes.  
 20 THE COURT: Has there ever been a PMI charge on  
 21 the bill, after November of 2012?  
 22 MR. RUSSO: No, not since November 20 --  
 23 THE COURT: Okay, does that not suggest to you  
 24 that it was paid?  
 25 MR. RUSSO: That what was paid?

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1 THE COURT: The PMI.  
 2 MR. RUSSO: Yes, it suggested to them, after  
 3 the suit was filed. After the suit was filed,  
 4 okay? Without any proffer for attorney's fees or  
 5 the cost, together with the fact, Your Honor, and  
 6 this is the thing that becomes very tough about  
 7 these cases and why -- Well, it is just very tough.  
 8 And I think that every attorney who is going to  
 9 take one of these cases is going to contemplate the  
 10 same thing. Is the fact that we are talking about  
 11 a very strict, stringent federal law. And the  
 12 purpose behind that federal law, quite honestly, is  
 13 to have sting. Someone made an analogy to like  
 14 class actions. You know, somebody could do  
 15 something very small, it could be 50 cents that  
 16 they are overbilling people on the bill and then  
 17 they are going to get smacked. Get smacked big time  
 18 and the reason for that is that then it benefits  
 19 everybody. And that is why is there. And so we were  
 20 also seeking a rescission of the agreement. And  
 21 the statute -- there is no provision that says they  
 22 had 60 days to cure --  
 23 THE COURT: Did your client ever tender back  
 24 their loan proceeds? During any time, at the  
 25 beginning of this case?

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1 MR. RUSSO: No, that is not the law, Judge. The  
 2 law says that once there is a -- And I can provide  
 3 you the case --  
 4 THE COURT: I thought they were seeking  
 5 rescission.  
 6 MR. RUSSO: They were seeking rescission.  
 7 THE COURT: They get to keep the money and  
 8 rescind the contract?  
 9 MR. RUSSO: No, they do not get to keep the  
 10 money and rescind the contract. Obviously, there is  
 11 case law that says in order for that provision to  
 12 have meaning, as intended by Congress, the Court  
 13 first has to declare that yes, there is grounds for  
 14 rescission and then the borrowers have to be given  
 15 a sufficient opportunity to tender the principle  
 16 amount less whatever they paid. And that includes  
 17 everything they paid. That is what they then  
 18 tender.  
 19 So, that amount is changing as we go forward  
 20 with the lawsuit and, once there is a  
 21 determination, then they have to be given that  
 22 reasonable time to tender that difference. That is  
 23 what that law says. There is, unlike what counsel  
 24 says, there is no 60 day provision that they had to  
 25 cure. Well, there is, but it does not work the way

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1 he said it does. And it specifically says in that  
 2 provision that if they do the cure, if they find  
 3 the problem, if they do the cure, it has to be  
 4 prior to the institution of an action, which they  
 5 claim it was, but we say we do not think it was, or  
 6 the receipt of written notice of the error from the  
 7 obligor.  
 8 So it had to have been prior to our letter,  
 9 our letter. We gave them-- we still giving them  
 10 the opportunity. My clients were not looking for a  
 11 lawsuit, they were just looking for correction.  
 12 That is all they were ever looking for. Asking for  
 13 a measly \$500 and attorney's fees that they did not  
 14 want to pay. And we did not even harp on them about  
 15 that, when Mr. Wilson said "Oh, we found out we  
 16 could take care of it". Could take care of it, but  
 17 he never took care of it, as far as we can tell.  
 18 And that is why the suit gets filed, that is  
 19 why the suit continues and that is why the Congress  
 20 has statutes like this. Because they do not want  
 21 somebody to do wrong and then say "Oh, we can get  
 22 out of the wrong, again, by stuffing the cookie  
 23 back in the jar".  
 24 THE COURT: So, despite the fact that they  
 25 prepaid the PML, refunded the \$302 and offered

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1 \$15000 on top of it --  
 2 MR. RUSSO: Which was accepted.  
 3 THE COURT: Well see, that is a big deal to me,  
 4 because if that is true and if that were accepted,  
 5 right, and they backed out, forcing you to continue  
 6 with the lawsuit, because maybe you had an arguable  
 7 right to attorney's fee, you had an arguable right  
 8 to some other consequential damages, that would be  
 9 important. If it is not true, and that they really  
 10 offered this and you did not take it because you  
 11 came up with some excuse that you concocted or, you  
 12 know, some ambiguity that really was not there,  
 13 because you wanted to continue on with this case  
 14 and take your shot at glory or whatever it is, that  
 15 might be very important in assessing whether or not  
 16 there should be fees assessed in this case. So you  
 17 are telling me that you unconditionally accepted  
 18 this \$15000 offer back in 2012?  
 19 MR. RUSSO: That is the point, if I  
 20 unconditionally accepted it, I would have sent  
 21 something in writing, okay? There were issues  
 22 there, that is why -- Mr. Caralis and I, we had a  
 23 very good relationship going on, we are going back  
 24 and forth on the phone and --  
 25 THE COURT: So tell me why it was not finished.

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1 Tell me what the issue was that hung this up?  
 2 MR. RUSSO: Well, I told you. The issues were  
 3 things like okay, that we will have mutual  
 4 releases, who is going to draft the written  
 5 agreement for the settlement, what assurances are  
 6 going to be that, to make sure that this is part of  
 7 the record that MERS holds. So if then somebody  
 8 takes an equitable assignment of that loan, is  
 9 going to then --  
 10 THE COURT: So tell me why then it was not  
 11 finished? I understand that you might have had  
 12 some issues, that needed to be worked out, some  
 13 wrinkles, but why was it not done?  
 14 MR. RUSSO: Because next thing I know, I get a  
 15 notice that he -- the matter has been transferred  
 16 to counsel in Miami. And that is when I sent that  
 17 email that I mentioned to you, to Mr. Caralis, and  
 18 said I thought we all had a settlement here.  
 19 THE COURT: Which email did you sent to Mr.  
 20 Caralis?  
 21 MR. RUSSO: That is the one, that is the one  
 22 that is attached to the response to my -- Not the  
 23 response received yesterday, it is to the response  
 24 to my, to the motion or to the summary judgment,  
 25 the memorandum.

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1 THE COURT: Let me see it.  
 2 MR. RUSSO: Let's see here. Should have been  
 3 attached there.  
 4 THE COURT: So Mr. Feder, would you agree that  
 5 if counsel unconditionally accepted this offer and  
 6 he was willing to walk away, back in 2012, for the  
 7 amount the client deemed appropriate, that that is  
 8 something that we are militating against the  
 9 warning of attorney fees and costs?  
 10 MR. FEDER: If it had happened.  
 11 THE COURT: If it had happened? What is your  
 12 understanding as to what happened?  
 13 MR. FEDER: Well, I actually know what  
 14 happened. Mr. Caralis contacted me in the end of  
 15 2013 and said "They want \$25000, we offered \$15000,  
 16 we are not getting this done and the case is  
 17 sitting around". And he is concerned, he had filed  
 18 a very vanilla motion to dismiss, but he was very  
 19 concern about this case and he is in Tampa, so he  
 20 was transferring it to me. I happen to know that  
 21 that is accurate because I called him yesterday and  
 22 spoke to him to verify my memory, combined that  
 23 with the fact that when I got in the case, I called  
 24 him up and said "\$15000, you are not taking this?"  
 25 And he demanded \$25000 to me, so after that, I

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1 filed a notice of hearing, went down, dismissed his  
 2 complaint, he took an appeal of that dismissal,  
 3 which was dismissed as frivolous.  
 4 Then he amended his complaint and then, and  
 5 only then, did he call up and say "Ha, ha, ha",  
 6 this what he said, "We got you, there was no time  
 7 limit on Mr. Caralis's offer, I am accepting it".  
 8 And I suggested to him that fundamental basic law,  
 9 in first year of law school, is that once you did  
 10 not take it, you counter offered and I had to do  
 11 work.  
 12 THE COURT: So Mr. Russo --  
 13 MR. FEDER: So the facts are very different.  
 14 THE COURT: -- do not play with me now, did it  
 15 fall apart because you were demanding \$25000?  
 16 MR. RUSSO: That is not why it fell apart. We  
 17 did -- My client brought to the counter, we  
 18 countered with \$25000, Mr. Caralis and I then went  
 19 back and forth over \$18000 and he said that "No, it  
 20 did not look right, that his client did not think  
 21 he was going to go for that even". And then I got  
 22 back to him and said "You know what, we are good at  
 23 the \$15000", which is another reason why, you know,  
 24 was just not immediately accepted, by I have to  
 25 abide by my client's wishes and work with the,

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1 right?  
 2 THE COURT: Alright, I am granting the motion.  
 3 I find that this case was filled and pursued  
 4 without any basis in law or fact, that Mr. Wilson  
 5 was accused of forgery with no evidentiary support.  
 6 I further find that the plaintiffs' were made  
 7 whole. At least within weeks of this case's  
 8 filling, finding unconditional payment of the PMI,  
 9 which took them off of any obligation that they  
 10 claim they did not assume, as well as a refund of  
 11 their escrow money. That despite them being made  
 12 whole by the repayment of those funds and despite a  
 13 reasonable offer to pay attorney's fees and costs,  
 14 the plaintiff nevertheless did not accept did  
 15 proceed with this action for another three years.  
 16 Exposing the defendant to considerable attorney  
 17 fees and costs and that the case was not supported  
 18 by material facts or application of an existing  
 19 law, to those facts and I grant entitlement. Judge  
 20 Ruiz will set a hearing on the amount and we will  
 21 proceed accordingly. Have a nice day, gentlemen.  
 22 MR. FEDER: Thank you, Your Honor. Judge Ruiz,  
 23 welcome.  
 24 MR. FEDER: I will take a copy. Regular  
 25 service.

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1 (Hearing concluded at 10:54 a.m.)  
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1 CERTIFICATE OF REPORTER  
2 STATE OF FLORIDA  
3 COUNTY OF MIAMI-DADE  
4  
5 I, CHYNNA BARBOSA, Court Reporter and Notary Public  
6 for the State of Florida, do hereby certify that I was  
7 authorized to and did digitally report and transcribe  
8 the foregoing proceedings, and that the transcript is a  
9 true and complete record of my notes.  
10 I further certify that I am not a relative,  
11 employee, attorney or counsel of any of the parties, nor  
12 am I a relative or employee any of the parties' attorney  
13 or counsel connected with the action, nor am I  
14 financially interested in the action.  
15 Witness my hand this 19th day of January, 2017.  
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23 \_\_\_\_\_  
24 CHYNNA BARBOSA, FPR, COURT REPORTER  
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<p><u>          </u> <b>\$</b> <u>          </u></p> <p><b>\$100</b> 10:5 25:23</p> <p><b>\$100/month</b> 6:5</p> <p><b>\$1000</b> 30:8,10</p> <p><b>\$15000</b> 32:8 33:8 34:7,18 40:1,18 42:15,24 43:23</p> <p><b>\$18000</b> 43:19</p> <p><b>\$25000</b> 42:15,25 43:15,18</p> <p><b>\$300</b> 7:17,25 14:2</p> <p><b>\$302</b> 7:17 19:12 29:22 30:19 31:4 33:6 39:25</p> <p><b>\$40000</b> 10:11</p> <p><b>\$500</b> 39:13</p> <p><b>\$5500</b> 10:10</p> <p><u>          </u> <b>1</b> <u>          </u></p> <p><b>1</b> 25:4</p> <p><b>10:15</b> 1:18</p> <p><b>10:54</b> 45:1</p> <p><b>100%</b> 20:5</p> <p><b>11TH</b> 1:1</p> <p><b>1241600</b> 1:3</p> <p><b>15</b> 33:4</p> <p><b>1550</b> 2:4</p> <p><b>1982</b> 23:11</p> <p><b>1987</b> 23:11</p> <p><b>1999</b> 22:11 23:19</p> <p><b>19th</b> 46:15</p> <p><u>          </u> <b>2</b> <u>          </u></p> <p><b>20</b> 36:22</p> <p><b>2012</b> 4:14 32:6 36:21 40:18 42:6</p> <p><b>2013</b> 42:15</p> <p><b>2015</b> 22:15 23:1</p>	<p><b>2017</b> 3:2 46:15</p> <p><b>2017,commencing</b> 1:18</p> <p><b>21</b> 8:13 20:18</p> <p><b>21-day</b> 8:15</p> <p><b>22</b> 1:3</p> <p><u>          </u> <b>3</b> <u>          </u></p> <p><b>30</b> 31:6</p> <p><b>305-442-7393</b> 2:5</p> <p><b>305-669-0060</b> 2:9</p> <p><b>323</b> 2:4</p> <p><b>33130</b> 1:17</p> <p><b>33146</b> 2:4,9</p> <p><u>          </u> <b>4</b> <u>          </u></p> <p><b>4649</b> 2:8</p> <p><b>494.0019</b> 25:4</p> <p><u>          </u> <b>5</b> <u>          </u></p> <p><b>5</b> 3:2</p> <p><b>50</b> 9:14 37:15</p> <p><b>5449</b> 33:5</p> <p><b>57.105</b> 3:7,12,13,25 19:24 22:6,19 23:5</p> <p><b>5th</b> 1:17</p> <p><u>          </u> <b>6</b> <u>          </u></p> <p><b>60</b> 6:7 7:4 37:22 38:24</p> <p><u>          </u> <b>7</b> <u>          </u></p> <p><b>73</b> 1:17</p> <p><u>          </u> <b>A</b> <u>          </u></p> <p><b>a.m</b> 1:18 45:1</p> <p><b>abide</b> 43:25</p> <p><b>ability</b> 19:3</p>	<p><b>able</b> 4:24 14:19 31:10</p> <p><b>above-entitled</b> 1:16</p> <p><b>absence</b> 22:10</p> <p><b>absolute</b> 22:20</p> <p><b>accept</b> 21:23 33:23 34:11 44:14</p> <p><b>accepted</b> 33:19 34:3 40:2,4,17,20 42:5 43:24</p> <p><b>accepting</b> 34:1 43:7</p> <p><b>access</b> 13:4 14:21 15:18 17:1,12,15,17 19:1,3</p> <p><b>According</b> 15:3</p> <p><b>accordingly</b> 44:21</p> <p><b>account</b> 7:14,17 30:20</p> <p><b>accurate</b> 42:21</p> <p><b>accuse</b> 18:20,21,22</p> <p><b>accused</b> 18:19,22,24 29:2 44:5</p> <p><b>acknowledged</b> 9:2</p> <p><b>acknowledging</b> 5:1 21:17 26:9</p> <p><b>acting</b> 28:5</p> <p><b>action</b> 3:22 20:11,12,13 22:21 28:18,21,25 39:4 44:15 46:13,14</p> <p><b>actions</b> 37:14</p> <p><b>actual</b> 5:18</p> <p><b>actually</b> 8:13,20 9:17,18 14:13 42:13</p> <p><b>admission</b> 9:21,23 10:6 31:5</p>	<p><b>admit</b> 25:10</p> <p><b>admits</b> 20:4</p> <p><b>admitting</b> 10:14</p> <p><b>advanced</b> 22:8 28:10</p> <p><b>affidavit</b> 25:15,21 35:11 36:5</p> <p><b>affirming</b> 23:3</p> <p><b>afternoon</b> 11:1</p> <p><b>against</b> 3:22 8:4 10:18 12:6 18:2 42:8</p> <p><b>agent</b> 13:9 15:14 16:4,5,6 18:22</p> <p><b>ago</b> 30:2 32:5</p> <p><b>agreed</b> 5:20 12:16,19 17:1</p> <p><b>agreement</b> 37:20 41:5</p> <p><b>aimed</b> 19:4</p> <p><b>al</b> 1:4,7</p> <p><b>allegation</b> 8:23 28:4</p> <p><b>allegations</b> 8:21</p> <p><b>allege</b> 4:23,25 5:7 8:6 9:3,17</p> <p><b>alleged</b> 8:8 10:8</p> <p><b>allegedly</b> 15:22</p> <p><b>alleging</b> 8:17 14:14</p> <p><b>allow</b> 29:16</p> <p><b>allowed</b> 19:23</p> <p><b>already</b> 8:7 26:8 35:7</p> <p><b>Alright</b> 4:7 27:24 44:2</p> <p><b>am</b> 3:13,24 9:23 11:5 13:22,25 14:6 16:15 43:7 44:2 46:10,12,13</p>
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## Miami-Dade County Civil, Family and Probate Courts Online System

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**BENNETT, JOHN M VS MORTGAGE ELECTRONICREG SYS INC**

**Local Case Number:** 2012-041600-CA-01

**Filing Date:** 10/23/2012

**State Case Number:** 132012CA041600000001

**Case Type:** Contract & Indebtedness

**Consolidated Case No.:** N/A

**Judicial Section:** CA22

**Case Status:** CLOSED

Parties

Number of Parties: 8 +

Hearing Details

Number of Hearing: 8 +

















Dockets











Dockets Retrieved: 86 -

Number	Date	Book/Page	Docket Entry	Event Type	Comments
25	02/21/2017		Motion:	Event	

	Number	Date	Book/Page	Docket Entry	Event Type	Comments
	24	02/21/2017		Motion:	Event	<b>TO CANCEL HEARING ON ISSUE OF SANCTION AMOUNT</b>
	23	01/27/2017		Request for Production	Event	
	22	01/26/2017		Order:	Event	<b>GRANTING DN MOTI FOR ATTORNEYS FEES AND COSTS AGAINST PLN AND PLN COUNSEL</b>
	21	01/11/2017		Directions to The Clerk	Event	
	20	01/11/2017		Notice of Hrg Special Appt	Event	<b>03/14/2017</b>
		01/11/2017		5 Minute Motion Calendar	Hearing	
	19	01/10/2017		Memorandum of Law	Event	
	17	01/06/2017		Request:	Event	<b>FOR A SPECIAL SET OF HEARING</b>
	16	01/06/2017		Notice of Hearing-	Event	<b>01/11/2017</b>
	14	01/05/2017		Notice of Filing:	Event	<b>HEARING TRANSCRIPT</b>
	15	01/04/2017		Order:	Event	<b>3RD DCA ORDER ISSUED JANUARY 4, 2016</b>
	13	01/04/2017		Memorandum of Law	Event	
	12	01/03/2017		Notice of Compliance	Event	<b>(DEFENDANT'S) WITH COURT'S ORDER DATED 12/16/2016 REQUESTING MATERIALS ON ENTITLEMENT TO FEES AND COSTS</b>

Number	Date	Book/Page	Docket Entry	Event Type	Comments
11	01/03/2017		Receipt:	Event	<b>RECEIPT#:2060004 AMT PAID:\$105.00 NAME:RUSSO, REX EDWARD 1550 MADRUGA AVE STE 323 CORAL GABLES FL 33134 ALLOCATION CODE QUANTITY UNIT AMOUNT 3121-CERTIFIED 1 \$2.00 \$2.00 3060-CIRCUIT APPEAL - C 1 \$100.00 \$100.00 3120-COPY 1</b>
 10	12/27/2016	30369:142	Notice of Appeal	Event	
 9	12/14/2016		Order:	Event	<b>GRANTING MOTI FOR RECONSIDERATION DENYING FEES AND COST</b>
	12/13/2016		5 Minute Motion Calendar	Hearing	
 8	11/29/2016		Notice of Hearing-	Event	<b>12/13/2016</b>
 7	11/29/2016		Motion:	Event	<b>FOR RECONSIDERATION OF ORDER DENYING DEFENDANT'S FEES AND COSTS</b>
 6	11/29/2016	30324:2903	Summary Final Judgment	Event	<i>Parties: Bennett John M; Bennett Nancy L</i>
5	11/29/2016		Order of Dismissal	Judgment	<b>GRNATED F.SUMMARY JUDGMENT FOR DEFENDANTS AND SRS STAMP</b>
4	11/29/2016		Summary Final Judgment	Judgment	
 3	11/10/2016		Memorandum of Law	Event	
 2	11/09/2016		Aff In Support of Mtn for Final/summary Judgment	Event	

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		09/27/2016		Notice of Change of Address	Event	
		09/19/2016		Notice of Hrg Special Appt	Event	<b>11/21/2016</b>
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		03/04/2016		Motion for Extension of Time	Event	
		03/04/2016		Order:	Event	<b>GRANTING PN MOTI FOR ENLARGEMENT OF TIME</b>

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		03/04/2015		Response:	Event	<b>TO PLAINTIFFS MEMORANDUM OF LAW ETC</b>
		02/26/2015		Memorandum of Law	Event	
		02/24/2015		Special Sets	Hearing	

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	10/29/2014		5 Minute Motion Calendar	Hearing	
	10/15/2014		Notice of Hearing Set-	Event	<b>MOTIONS 10/29/2014 09:30AM LS:01/22</b>
	10/14/2014		Order:	Event	<b>3RD DCA ORDER DISMISSING APPEAL 3D14-2107</b>
	10/14/2014		Request for Hearing	Event	
	08/29/2014	29293:0303	Notice of Appeal	Event	<b>B: 29293 P: 0303</b>
	08/07/2014		Motion:	Event	<b>FOR RECONSIDERATION</b>
	07/30/2014		5 Minute Motion Calendar	Hearing	
	07/30/2014	29255:2734	Court Order (Recordable)	Event	<b>B: 29255 P: 2734 MOTION TO DISM GRANTED AS TO COUNT I II &amp; III ETC.....</b>
	07/08/2014		Notice of Hearing Set-	Event	<b>MOTIONS 07/30/2014 09:30AM LS:01/22</b>
	07/03/2014		Request for Hearing	Event	
	01/15/2014		Order:	Event	<b>OF SUBSTITUTION</b>
	01/08/2014		5 Minute Motion Calendar	Hearing	
	01/07/2014		Cancellation Notice	Event	<b>01/08/2014 09:30 AM</b>
	01/06/2014		Stipulation	Event	<b>FOR SUBSTITUTION OF COUNSEL</b>
	12/06/2013		Notice of Hearing Set-	Event	<b>MOTIONS 01/08/2014 09:30AM LS:01/22</b>
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	09/10/2013		Request for Hearing	Event	
	12/27/2012		Motion to Dismiss	Event	
	11/13/2012		Service Returned	Event	<b>BADGE # 46311 P 10/24/2012</b> <i>Parties: Gte Federal Credit Un</i>
	11/13/2012		Service Returned	Event	<b>BADGE # 463112 P 10/24/2012</b> <i>Parties: Wilson Jamal M</i>
	18 10/29/2012		Service Returned	Event	<b>BADGE # 1775 P 10/25/2012</b> <i>Parties: Leverage Financial (Ilc)</i>
	10/23/2012		Summons Issued	Event	<i>Parties: Mortgage Electronicreg Sys Inc; Home Loan Alliance (Ilc); Wilson Jamal M; Gte Federal Credit Un</i>
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	10/23/2012		Civil Cover	Event	

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### BENNETT, JOHN M VS MORTGAGE ELECTRONICREG SYS INC

**Local Case Number:** 2012-041600-CA-01

**Filing Date:** 10/23/2012

**State Case Number:** 132012CA041600000001

**Case Type:** Contract & Indebtedness

**Consolidated Case No.:** N/A

**Judicial Section:** CA22

**Case Status:** CLOSED

Parties

Number of Parties: 8 +

Hearing Details

Number of Hearing: 8 +

















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Dockets Retrieved: 86 -
















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CERTIFICATE OF SERVICE

I certify that a copy hereof has been furnished to Scott Jay Feder, attorney for the Appellees/Respondents herein, Defendants below, by e-mail delivery to scottj8@aol.com, on this February 24, 2017.

/s/

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Rex E. Russo  
Florida Bar #0331597