IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT OF THE STATE OF FLORIDA, IN AND FOR MIAMI-DADE COUNTY CIVIL DIVISION

MORTGAGE GUARANTY INSURANCE CORPORATION

Plaintiff;

vs.

CASE NO.

LINDA JOSEPH-NOEL,

Defendant(s).

____/

COMPLAINT

Comes now the Plaintiff, MORTGAGE GUARANTY INSURANCE CORPORATION ("MGIC"), and sues the Defendant(s), LINDA JOSEPH-NOEL, and alleges:

1. This is an action for damages that exceeds $15,000.00. exclusive of interest, costs, and attorney's fees.

2. MGIC is a mortgage insurance company engaged in the business of insuring payment of mortgages on real property.

3. On June, 06 2006, Defendant(s) executed and delivered a Promissory Note, a copy being attached as Plaintiff's, MGIC, Exhibit "A", and incorporated herein by reference. The Promissory Note was secured a mortgage on real property described as:

UNIT 209 BUILDING NO. 1, OF THE OAKS AT MIAMI GARDENS CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED FEBRUARY 23RD, 2006 UNDER CLERKS FILE NO. 06-0196688 IN OFFICIAL RECORDS BOOK 24263, AT PAGE 2379, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS AMENDED AND/OR SUPPLEMENTED TIME TO TIME.

4. That Defendant(s) failed to pay the installment payment due on the promissory note and a foreclosure action was filed on the above described property.

5. On June, 01 2010, the Court entered a Final Judgment of Foreclosure on real property and ordered the real property be sold at foreclosure sale, a copy of which being attached as Exhibit "B" , and incorporated herein by reference.

6. The amount due under the Final Judgment of Foreclosure is $183,332.69.

7. The foreclosure sale was held November, 07 2011. The property was purchased at the foreclosure sale for $4,500.00

8. At the time of the foreclosure sale, the property has a value of $34,900.00 as indicated by an appraisal, a copy of which is attached as Plaintiff's, MGIC, Exhibit "C", and incorporated herein by reference.

9. Based upon the amount due on the promissory note, as of the time of the foreclosure sale and the value of the property, the deficiency from the foreclosure is $148,432.69 plus interest, costs and attorneys fees.

10. Prior to the Institution of this Action, MGIC insured BANK OF AMERICA, N.A. against financial loss by reason of a loan to defendants for which the mortgage on the aforementioned real property stood as collateral.

11. Plaintiff, MGIC, actually paid a claim of $44,559.85 to BANK OF AMERICA, N.A. pursuant to a Mortgage Guaranty Policy. The Explanation of Benefits evidencing the payment of funds is attached hereto as Exhibit "D".

12. As a result of the above-mentioned default by the Defendants and payment by MGIC, MGIC became subrogated as to the claim of the defiency balance of the loan.

13. There is now due and owing from the Defendants to MGIC, the sum of $44,559.85, plus applicable interest, costs, and attorney's fees.

14. The note and mortgage from which this claim arises provides for the recovery of reasonable attorney's fees from the Defendants.

15. All conditions precedent to bringing this action have been complied with or occurred, including, but not limited to, all applicable contractual and statutory notice provisions.

WHEREFORE, Plaintiff, MGIC, demands judgment in the amount of $44,559.85 for damages together with interest, cost, and a reasonable attorney's fee against Defendant(s).

Law Offices of Daniel C. Consuegra, P.L.
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9204 King Palm Drive
Tampa, Florida 33619-1328
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Prepared by: ALEXANDER VERA

LOAN #: [redacted]

InterestOnly℠ ADJUSTABLE RATE NOTE

(One-Year LIBOR Index (As Published in *The Wall Street Journal*) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN MY FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE AND FOR CHANGES IN MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

JUNE 06, 2006	MIAMI	FLORIDA
[Date]	[City]	[State]

17601 NW 25TH AVE #209 BLDG 1, MIAMI, FL 33169
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 152,100.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is COUNTRYWIDE HOME LOANS, INC.

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

I understand that Lender may transfer this Note. 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 9.000 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will make a payment on the first day of every month, beginning on AUGUST 01, 2006. Before the First Principal and Interest Payment Due Date as described in Section 4 of this Note, my payment will consist only of the interest due on the unpaid principal balance of this Note. Thereafter, I will pay principal and interest by making a payment every month as provided below.

I will make my monthly payments of principal and interest beginning on the First Principal and Interest Payment Due Date as described in Section 4 of this Note. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date, and if the payment includes both principal and interest, it will be applied to interest before Principal. If, on JULY 01, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at
P.O. Box 660694, Dallas, TX 75266-0694
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

My monthly payment will be in the amount of U.S. $ 1,140.75 before the First Principal and Interest Payment Due Date, and thereafter will be in an amount sufficient to repay the principal and interest at the rate determined as described in Section 4 of this Note in substantially equal installments by the Maturity Date. The Note Holder will notify me prior to the date of change in monthly payment.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 or 5 of this Note.

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of JULY, 2011, and the adjustable interest rate I will pay may change on that day every 12th month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

EXHIBIT "A"

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index. The "Index" is the average of interbank offered rates for one-year U.S. dollar-denominated deposits in the London market (LIBOR), as published in *The Wall Street Journal*. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding THREE & ONE-QUARTER percentage points (3.250 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 14.000 % or less than 4.000 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than two percentage points from the rate of interest I have been paying for the preceding 12 months. My interest rate will never be greater than 14.000 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Date of First Principal and Interest Payment

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be the first monthly payment date after the first Change Date.

5. 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 this Note.

I may make a full Prepayment or partial Prepayments without paying any 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 of my monthly payments unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist of only interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that 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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of FIFTEEN calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. 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 that 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.

8. 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.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given 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.

9. 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.

10. 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.

11. 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 that might result if I do not keep the promises that 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 read as follows:

(A) Until my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument shall read as follows:

> **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 it 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, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal 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.

(B) When my initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section 4 above, Uniform Covenant 18 of the Security Instrument described in Section 11(A) above shall then cease to be in effect, and Uniform Covenant 18 of the Security Instrument shall instead read as follows:

> **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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.
>
> To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

LOAN #: [redacted]

If Lender exercises the option to require immediate payment in full, 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.

12. 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.

JOSEPH NOEL LINDA _______________ (Seal) -Borrower

_______________ (Seal) -Borrower

_______________ (Seal) -Borrower

_______________ (Seal) -Borrower

[Sign Original Only]

(5) $ 183,332.69

FJUD

1-3

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR DADE COUNTY,FLORIDA
CIVIL DIVISION
CASE NO.:09-82225 CA 05

2010 JUN -2 AM 9:17

FOR RECORD

FEDERAL NATIONAL MORTGAGE ASSOCIATION
Plaintiff,

vs.

LINDA JOSEPH-NOEL A/K/A JOSEPH-NOEL LINDA; THE OAKS AT MIAMI GARDENS CONDOMINIUM ASSOCIATION, INC.; MERCY D. NOEL A/K/A MERCY NOEL; UNKNOWN SPOUSE OF LINDA JOSEPH-NOEL A/K/A JOSEPH-NOEL LINDA; UNKNOWN TENANT (S) IN POSSESSION OF THE SUBJECT PROPERTY,
Defendants.

FORECLOSURE 11/1/10

FINAL JUDGMENT OF FORECLOSURE
(Pursuant to Administrative Order 09-09)

THIS ACTION was heard before the Court on Plaintiff's Motion for Summary Final Judgment on June 1, 2010. On the evidence presented **IT IS ORDERED AND ADJUDGED** that:

1. The Plaintiff's Motion for Summary Judgment is **GRANTED.** Service of process has been duly and regularly obtained over LINDA JOSEPH-NOEL A/K/A JOSEPH-NOEL LINDA; THE OAKS AT MIAMI GARDENS CONDOMINIUM ASSOCIATION, INC.; MERCY D. NOEL A/K/A MERCY NOEL; Unknown Tenant (s); defendants.

2. **Amounts Due.** There is due and owing to the Plaintiff the following:

Principal due on the note secured by the mortgage foreclosed:	$	152,100.00
Interest on the note and mortgage from **March 1, 2009 to June 1, 2010**	$	16,988.37
Title search expenses	$	325.00
Taxes	$	10,028.82
Hazard Insurance	$	672.92
Court Costs:		
Filing Fee	$	952.00
Service of Process	$	536.30
SUBTOTAL	$	181,603.41
Additional Costs:		
Property Preservation	$	30.00
Pre-Acceleration Late Charges	$	399.28
SUBTOTAL	$	182,032.69
Attorney fees based upon 8 hours at $162.50 per hour	$	1,300.00
GRAND TOTAL	$	183,332.69

09-44208

EXHIBIT "B"

3. **Interest.** The grand total amount referenced in Paragraph 2 shall bear interest from this date forward at the prevailing legal rate of interest.

4. **Lien on Property.** Plaintiff, whose address is 7105 Corporate Drive Plano, TX 75024, holds a lien for the grand total sum specified in Paragraph 2 herein. The lien of the plaintiff is superior in dignity to any right, title, interest or claim of the defendants and all persons, corporations, or other entities claiming by, through, or under the defendants or any of them and the property will be sold free and clear of all claims of the defendants, **with the exception of any assessments that are superior pursuant to Florida Statutes, Section 718.116**. The plaintiff's lien encumbers the subject property located in Miami-Dade County, Florida and described as:

UNIT 209 BUILDING NO. 1, OF THE OAKS AT MIAMI GARDENS CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, RECORDED FEBRUARY 23RD, 2006 UNDER CLERK'S FILE NO. 06-0196688 IN OFFICIAL RECORDS BOOK 24263, AT PAGE 2379, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME.

Property Address: **17602 NW 25TH AVENUE #209, MIAMI, FL 33169**

5. **Sale of property.** If the grand total amount with interest at the rate described in Paragraph 3 and all costs accrued subsequent to this judgment are not paid, the Clerk of the Court shall sell the subject property at public sale on NOV 1, 2010, to the highest bidder for cash, except as prescribed in Paragraph 6, at:

SALE DATE AUTHORIZED BY

150 day sale

☐ Room 908, 140 West Flagler Street, Miami, Florida at 11:00 a.m

☒ www.miamidade.realforeclose.com, the Clerk's ~~website for on-line auctions at~~ 9:00 a.m.

after having first given notice as required by Section 45.031, Florida Statutes.

6. **Costs.** Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if plaintiff is not the purchaser of the property for sale. If plaintiff is the purchaser, the Clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full. The Clerk shall receive the service charge imposed in Section 45.031, Florida Statutes, for services in making, recording, and certifying the sale and title that shall be assessed as costs.

7. **Right of Redemption.** On the filing of the Certificate of Sale, defendant's right of redemption as proscribed by Florida Statutes, Section 45.0315 shall be terminated.

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8. **Distribution of Proceeds.** On the filing the Certificate of Title, the Clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of the plaintiff's costs; second, documentary stamps affixed to the Certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to the plaintiff, less the items paid, plus interest at the rate prescribed in Paragraph 2 from this date to the date of the sale. During the sixty (60) days after the Clerk issues the certificate of disbursements, the Clerk shall hold the surplus pending further Order of this Court.

9. **Right of Possession.** Upon filing of the Certificate of Title, defendant and all persons claiming under or against defendant since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property and the purchaser at sale shall be let into possession of the property, subject to the provision of the "Protecting Tenant At Foreclosure Act of 2009".

10. **Attorney fees.** The Court finds, based upon the affidavits presented and upon inquiry of counsel for the plaintiff, that 8 hours were reasonably expended by plaintiff's counsel and that an hourly rate of **$162.50** is appropriate. PLAINTIFF'S COUNSEL REPRESENTS THAT THE ATTORNEY FEE AWARDED DOES NOT EXCEED ITS CONTRACT FEE WITH THE PLAINTIFF. The Court finds that there are no reduction or enhancement factors for consideration by the Court pursuant to Florida Patient's Compensation Fund v. Rowe, 472 So.2d 1145 (Fla. 1985).

11. **NOTICE PURSUANT TO AMENDMENT TO SECTION, 45.031, FLA ST (2006)**

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF. YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, 140 WEST FLAGLER STREET, ROOM 908, MIAMI, FLORIDA TELEPHONE: (305) 375-5943, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT THE LEGAL AID SOCIETY AT THE DADE COUNTY BAR ASSOCIATION, 123 N.W 1ST AVENUE, SUITE 214, MIAMI, FLORIDA, TELEPHONE: (305) 371-2220, TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST

YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT THE DADE COUNTY BAR ASSCOCIATION LEGAL AID SOCIETY, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

12. **Jurisdiction.** The Court retains jurisdiction of this action to enter further orders that are proper, including, without limitation, writs of possession and deficiency judgments.

DONE AND ORDERED in Chambers in Miami Dade County, Florida, this 1 day of JUNE, 2010.

CC: ... TO PLTF ... ATTY IN LIEU OF MAILING

Marc Schumacher
Circuit Judge

Marc Schumacher
Circuit Court Judge

Copies furnished to all parties
Law Office of Marshall C. Watson
1800 NW 49th Street, Suite 120
Fort Lauderdale, Florida 33309
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Facsimile: (954) 771-6052
Toll Free: 1-800-441-2438

09-44208

1074879

MISC COMPETITIVE MARKET ANALYSIS FORM (FNMA08)

MGIC

This CMA was prepared by a licensed real estate broker or sales agent and is not an appraisal under the USPAP.

Client Name: MGIC REV INTERNAL CLIENT
Contact Name: RANDY GREGOREK
Primary Reference No.: 23867048
Secondary Reference No.: 319704
Case No.: MREO1074879
Inspection Type: DRIVE-BY CMA
Orig Addr: 17601 NW 25TH AVENUE UNIT#209 City: MIAMI St: FL Cnty: Zip: 33169
Adj Addr: 17602 NW 25TH AVENUE UNIT #209 City: MIAMI St: FL Cnty: MIAMI-DADE Zip: 33169

Market/Subject Data

Subject Property Type: CONDO No. of Units: 1 Monthly HOA Fees (if applicable): $237

Market Conditions : DEPRESSED Inventory: OVER SUPPLY Conformity to Neighborhood: GOOD
Values Have: DECREASED 5 % Over Past 6 Months
Describe most likely buyer for subject As Is: INVESTOR As Repaired OWNER OCCUPANT
Price Range of Active Listings in Neighborhood: From $19,000 To $46,000
Is Subject Property Vacant?: UNKNOWN Is subject Property Secure? UNKNOWN

ITEM	SUBJECT	SOLD COMP #1		SOLD COMP #2		SOLD COMP #3	
Address	17602 NW 25TH AVENUE UNIT #209	17622 NW 25 AV, #306		17612 NW 25 AV, #204		17602 NW 25 AV, #306	
Zip Code	33169	33169		33169		33169	
Distance from Subject		SAME COMPLEX		SAME COMPLEX		SAME COMPLEX	
Original List Price	N/A	$39,900		$34,900		$35,000	
Last List Price	N/A	$39,900		$34,900		$35,000	
Sales Price	N/A	$39,000		$36,200		$32,400	
Date of Sale	N/A	05/27/2011		06/15/2011		07/26/2011	
ITEM	SUBJECT	DESCRIPTION	ADJUST	DESCRIPTION	ADJUST	DESCRIPTION	ADJUST
Total Days On Market	N/A	123	$0	240	$0	38	$0
Time Adjustment (Months)		9.333	$-3,033	8.7	$-2,624	7.333	$-1,980
Sale Type	N/A	SHORT SALE	$0	SHORT SALE	$0	SHORT SALE	$0
Financing Used/Concessions	N/A / N/A	CASH / UNKNOWN	$0	CASH / UNKNOWN	$0	CASH / UNKNOWN	$0
Lot Size/View	AVERAGE / NEIGHBORHOOD	AVERAGE / NEIGHBORHOOD	$0	AVERAGE / NEIGHBORHOOD	$0	AVERAGE / NEIGHBORHOOD	$0
Neighborhood/ Location	SUBURBAN / AVERAGE	SUBURBAN / AVERAGE	$0	SUBURBAN / AVERAGE	$0	SUBURBAN / AVERAGE	$0
Year Built	2006	2006	$0	2006	$0	2006	$0
Condition	WELL MAINTAINED	WELL MAINTAINED	$0	WELL MAINTAINED	$0	NEEDS COSMETICS	$0
Quality	AVERAGE	AVERAGE	$0	AVERAGE	$0	AVERAGE	$0
Property Type/# of Units	CONDO / 1	CONDO / 1	$0	CONDO / 1	$0	CONDO / 1	$0
Design/Exterior Construction	3 STORY / CEMENT BLOCK	3 STORY / CEMENT BLOCK	$0	3 STORY / CEMENT BLOCK	$0	3 STORY / CEMENT BLOCK	$0
Above Grade Sq. Ft.	1,062	1,062	$0	1,062	$0	1,062	$0
Rooms/Beds/Baths	7 / 3 / 2	7 / 3 / 2	$0	7 / 3 / 2	$0	7 / 3 / 2	$0
Basement/Finished Area	NONE / N/A	NONE / N/A	$0	NONE / N/A	$0	NONE / N/A	$0
Heating/Fuel/Cooling	CENTRAL FA / ELECTRIC / CENTRAL A/C	CENTRAL FA / ELECTRIC / CENTRAL A/C	$0	CENTRAL FA / ELECTRIC / CENTRAL A/C	$0	CENTRAL FA / ELECTRIC / CENTRAL A/C	$0
Parking (# spaces/type)	1 / ASSIGNED SPACE	1 / ASSIGNED SPACE	$0	1 / ASSIGNED SPACE	$0	1 / ASSIGNED SPACE	$0
Amenities	BALCONY	BALCONY	$0	BALCONY	$0	BALCONY	$0
Total Net Adj. $			$-3,033		$-2,624		$-1,980
Indicated Value of Subject			$35,967		$33,576		$30,420

Sold Comparable Comments:
THE LAST 5 "TRANSFERS OF OWNERSHIP" RECORDED HAVE BEEN BANK REOS -- THAT HAVE NOT YET BEEN PLACED ON THE MARKET, OR ASSOCIATION FORECLOSURES. THERE ARE NO OTHER CONDOS IN THE AREA AND USING THE UNITS WITHIN THE COMLEX APPEAR TO BE A BETTER INDICATION OF MARKET VALUE. THESE UNITS HAVE RENTED FOR $900 TO $1100/MO SOME WITH SECTION 8 (GOVERNMENT SUBSIDIZED RENT).

*See Page 2 for Listing Comparables

Normal Market Time for Subject property Type: 180 Days

Recommended Normal Market Time:
AS IS List Price: $34,900
AS IS Sale Price: $34,000

Recommended Normal Market Time:
REPAIRED List Price: $38,900
REPAIRED Sale Price: $38,000

If there are any questions, contact the MGIC Property Specialist, NICOLE MRAZEK, at 1-800-558-9900, ext. 6697.

EXHIBIT "C"

1074879

MISC COMPETITIVE MARKET ANALYSIS FORM (FNMA08) MGIC

This CMA was prepared by a licensed real estate broker or sales agent and is not an appraisal under the USPAP.

Client Name: MGIC REV INTERNAL CLIENT
Primary Reference No.: 23867048
Case No.: MREO1074879
Orig Addr: 17601 NW 25TH AVENUE UNIT#209 City: MIAMI St: FL Cnty: Zip: 33169
Adj Addr: 17602 NW 25TH AVENUE UNIT #209 City: MIAMI St: FL Cnty: MIAMI-DADE Zip: 33169

Contact Name: RANDY GREGOREK
Secondary Reference No.: 319704
Inspection Type: DRIVE-BY CMA

Market/Subject Data

Subject Property Type: CONDO No. of Units: 1 Monthly HOA Fees (if applicable): $237

Market Conditions : DEPRESSED Inventory: OVER SUPPLY Conformity to Neighborhood: GOOD
Values Have: DECREASED 5 % Over Past 6 Months
Describe most likely buyer for subject As Is: INVESTOR As Repaired OWNER OCCUPANT
Price Range of Active Listings in Neighborhood: From $19,000 To $46,000
Is Subject Property Vacant?: UNKNOWN Is subject Property Secure? UNKNOWN

ITEM	SUBJECT	SOLD COMP #1		SOLD COMP #2		SOLD COMP #3	
Address	17602 NW 25TH AVENUE UNIT #209	17622 NW 25 AV, #306		17612 NW 25 AV, #204		17602 NW 25 AV, #306	
Zip Code	33169	33169		33169		33169	
Distance from Subject		SAME COMPLEX		SAME COMPLEX		SAME COMPLEX	
Original List Price	N/A	$39,900		$34,900		$35,000	
Last List Price	N/A	$39,900		$34,900		$35,000	
Sales Price	N/A	$39,000		$36,200		$32,400	
Date of Sale	N/A	05/27/2011		06/15/2011		07/26/2011	
ITEM	SUBJECT	DESCRIPTION	ADJUST	DESCRIPTION	ADJUST	DESCRIPTION	ADJUST
Total Days On Market	N/A	123	$0	240	$0	38	$0
Time Adjustment (Months)		9.333	$-3,033	8.7	$-2,624	7.333	$-1,980
Sale Type	N/A	SHORT SALE	$0	SHORT SALE	$0	SHORT SALE	$0
Financing Used/Concessions	N/A / N/A	CASH / UNKNOWN	$0	CASH / UNKNOWN	$0	CASH / UNKNOWN	$0
Lot Size/View	AVERAGE / NEIGHBORHOOD	AVERAGE / NEIGHBORHOOD	$0	AVERAGE / NEIGHBORHOOD	$0	AVERAGE / NEIGHBORHOOD	$0
Neighborhood/ Location	SUBURBAN / AVERAGE	SUBURBAN / AVERAGE	$0	SUBURBAN / AVERAGE	$0	SUBURBAN / AVERAGE	$0
Year Built	2006	2006	$0	2006	$0	2006	$0
Condition	WELL MAINTAINED	WELL MAINTAINED	$0	WELL MAINTAINED	$0	NEEDS COSMETICS	$0
Quality	AVERAGE	AVERAGE	$0	AVERAGE	$0	AVERAGE	$0
Property Type/# of Units	CONDO / 1	CONDO / 1	$0	CONDO / 1	$0	CONDO / 1	$0
Design/Exterior Construction	3 STORY / CEMENT BLOCK	3 STORY / CEMENT BLOCK	$0	3 STORY / CEMENT BLOCK	$0	3 STORY / CEMENT BLOCK	$0
Above Grade Sq. Ft.	1,062	1,062	$0	1,062	$0	1,062	$0
Rooms/Beds/Baths	7 / 3 / 2	7 / 3 / 2	$0	7 / 3 / 2	$0	7 / 3 / 2	$0
Basement/Finished Area	NONE / N/A	NONE / N/A	$0	NONE / N/A	$0	NONE / N/A	$0
Heating/Fuel/Cooling	CENTRAL FA / ELECTRIC / CENTRAL A/C	CENTRAL FA / ELECTRIC / CENTRAL A/C	$0	CENTRAL FA / ELECTRIC / CENTRAL A/C	$0	CENTRAL FA / ELECTRIC / CENTRAL A/C	$0
Parking (# spaces/type)	1 / ASSIGNED SPACE	1 / ASSIGNED SPACE	$0	1 / ASSIGNED SPACE	$0	1 / ASSIGNED SPACE	$0
Amenities	BALCONY	BALCONY	$0	BALCONY	$0	BALCONY	$0
Total Net Adj. $			$-3,033		$-2,624		$-1,980
Indicated Value of Subject			$35,967		$33,576		$30,420

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AS IS Sale Price: $34,000

Recommended Normal Market Time:
REPAIRED List Price: $38,900
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•1074879•

MISC COMPETITIVE MARKET ANALYSIS FORM (FNMA08)

MGIC

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Client Name: MGIC REV INTERNAL CLIENT
Contact Name: RANDY GREGOREK
Primary Reference No.: 23867048
Secondary Reference No.: 319704
Case No.: MREO1074879
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Values Have: DECREASED 5 % Over Past 6 Months
Describe most likely buyer for subject As Is: INVESTOR As Repaired OWNER OCCUPANT
Price Range of Active Listings in Neighborhood: From $19,000 To $46,000
Is Subject Property Vacant?: UNKNOWN Is subject Property Secure? UNKNOWN

ITEM	SUBJECT	SOLD COMP #1		SOLD COMP #2		SOLD COMP #3	
Address	17602 NW 25TH AVENUE UNIT #209	17622 NW 25 AV, #306		17612 NW 25 AV, #204		17602 NW 25 AV, #306	
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Distance from Subject		SAME COMPLEX		SAME COMPLEX		SAME COMPLEX	
Original List Price	N/A	$39,900		$34,900		$35,000	
Last List Price	N/A	$39,900		$34,900		$35,000	
Sales Price	N/A	$39,000		$36,200		$32,400	
Date of Sale	N/A	05/27/2011		06/15/2011		07/26/2011	
ITEM	SUBJECT	DESCRIPTION	ADJUST	DESCRIPTION	ADJUST	DESCRIPTION	ADJUST
Total Days On Market	N/A	123	$0	240	$0	38	$0
Time Adjustment (Months)		9.333	$-3,033	8.7	$-2,624	7.333	$-1,980
Sale Type	N/A	SHORT SALE	$0	SHORT SALE	$0	SHORT SALE	$0
Financing Used/Concessions	N/A / N/A	CASH / UNKNOWN	$0	CASH / UNKNOWN	$0	CASH / UNKNOWN	$0
Lot Size/View	AVERAGE / NEIGHBORHOOD	AVERAGE / NEIGHBORHOOD	$0	AVERAGE / NEIGHBORHOOD	$0	AVERAGE / NEIGHBORHOOD	$0
Neighborhood/ Location	SUBURBAN / AVERAGE	SUBURBAN / AVERAGE	$0	SUBURBAN / AVERAGE	$0	SUBURBAN / AVERAGE	$0
Year Built	2006	2006	$0	2006	$0	2006	$0
Condition	WELL MAINTAINED	WELL MAINTAINED	$0	WELL MAINTAINED	$0	NEEDS COSMETICS	$0
Quality	AVERAGE	AVERAGE	$0	AVERAGE	$0	AVERAGE	$0
Property Type/# of Units	CONDO / 1	CONDO / 1	$0	CONDO / 1	$0	CONDO / 1	$0
Design/Exterior Construction	3 STORY / CEMENT BLOCK	3 STORY / CEMENT BLOCK	$0	3 STORY / CEMENT BLOCK	$0	3 STORY / CEMENT BLOCK	$0
Above Grade Sq. Ft.	1,062	1,062	$0	1,062	$0	1,062	$0
Rooms/Beds/Baths	7 / 3 / 2	7 / 3 / 2	$0	7 / 3 / 2	$0	7 / 3 / 2	$0
Basement/Finished Area	NONE / N/A	NONE / N/A	$0	NONE / N/A	$0	NONE / N/A	$0
Heating/Fuel/Cooling	CENTRAL FA / ELECTRIC / CENTRAL A/C	CENTRAL FA / ELECTRIC / CENTRAL A/C	$0	CENTRAL FA / ELECTRIC / CENTRAL A/C	$0	CENTRAL FA / ELECTRIC / CENTRAL A/C	$0
Parking (# spaces/type)	1 / ASSIGNED SPACE	1 / ASSIGNED SPACE	$0	1 / ASSIGNED SPACE	$0	1 / ASSIGNED SPACE	$0
Amenities	BALCONY	BALCONY	$0	BALCONY	$0	BALCONY	$0
Total Net Adj. $			$-3,033		$-2,624		$-1,980
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REPAIRED Sale Price: $38,000

If there are any questions, contact the MGIC Property Specialist, NICOLE MRAZEK, at 1-800-558-9900, ext. 6697.

Mortgage Guaranty Insurance Corporation

MGIC

EXPLANATION OF BENEFITS
MARCH 05, 2012

BANK OF AMERICA, N.A.
ATTN: UNASSIGNED-MI
400 COUNTRYWIDE WAY
SIMI VALLEY CA 93065

RE: CLAIM FOR LOSS ID 1372919 *****
CERTIFICATE NO 23867048
LENDER LOAN NO [redacted]
INVESTOR LOAN NO

BORROWER: JOSEPH-NOEL LINDA
ADDRESS: MIAMI FL 33169

CLAIMS REPRESENTATIVE: DOUGLAS RAMTHUN

PAYMENT AMOUNT: $ 44,559.85
PAYMENT TYPE: PERCENTAGE OPTION

CLAIM SUMMARY

ITEM	SUBMITTED	AUTHORIZED	EXPLANATION
UNPAID PRINCIPAL BALANCE	$ 152,100.00	$ 152,100.00	
ACCUMULATED INTEREST	38,557.35	15,972.60	SEE DETAIL
ATTORNEYS FEES	1,170.00	1,170.00	
PROPERTY TAXES	5,761.59	3,089.16	E4 C6
HAZARD INSURANCE PREMIUMS	10,880.47	3,869.35	C7 M3
PROPERTY PRESERVATION COSTS	285.00	75.00	H3 V3
STATUTORY DISBURSEMENTS	1,963.30	1,963.30	
PLEDGED SAVINGS	-1,537.78	0.00	P4
TOTAL CLAIM	$ 209,179.93	$ 178,239.41	
ADJUSTED CLAIM	$ 209,179.93	$ 178,239.41	
NET CLAIM SETTLEMENT (25% COVERAGE)		$ 44,559.85	
NET BENEFIT		$ 44,559.85	

EXPLANATION
C6 - TAXES PRORATED TO REVISED CLAIM DATE
C7 - INSURANCE PREMIUMS PRORATED TO REVISED CLAIM DATE
E4 - EXPENSES PRIOR TO DEFAULT NOT ALLOWED
H3 - EXPENSE AFTER REVISED CLAIM DATE IS NOT CLAIMABLE
M3 - INSURANCE PREMIUMS PRORATED TO CLAIM DATE
P4 - CREDIT NOT TAKEN
V3 - INSPECTIONS EXCEED NUMBER ALLOWED

MGIC Plaza, P.O. Box 525, Milwaukee, Wisconsin 53201-0525
Claims WATS (800) 272-4071, (414) 347-6524
FAX (800) 353-8781

EXHIBIT "D"

EXPLANATION OF BENEFITS
MARCH 05, 2012

CFL ID: 1372919 MBS/CERT #: 23867048 LENDER LOAN #: [redacted]

INTEREST SUMMARY

EVENT CALCULATIONS

EVENT	DATE	DAYS SUBMITTED	DAYS AUTHORIZED	EXPLANATION
PD THRU DATE	03/01/09	0	0	
NOD RECEIVED	04/24/09	54	54	
FORECLOSURE START	11/03/09	189	97	B1 (1)
LENDER TITLE	11/02/11	719	232	B2 (2)
PRI CUST SUB DATE	12/09/11	37	37	
FINAL INT DT	12/09/11	0	0	
		999	420	

EXPENSES PAID THROUGH THE REVISED CLAIM DATE OF 04/30/10

EXPLANATION

B1 - INTEREST ADJUSTED FOR UNTIMELY FORECLOSURE INITIATION 92 DAYS
B2 - INTEREST ADJUSTED FOR UNTIMELY FORECLOSURE COMPLETION 487 DAYS

(1) EXPLANATION OF DELAY INDICATES THAT DELAY IN STARTING FORECLOSURE WAS MISSING DOCUMENTS.

(2) NO REASON FOR DELAY IN COMPLETING. BORROWER DID NOT ATTEMPT TO KEEP HOME & NO COURT DELAYS.

INTERVAL CALCULATIONS

FROM DATE	TO DATE	PRINCIPAL	DAYS AUTH	RATE	PER DIEM	INTEREST
INTEREST						
03/01/09	12/09/11	$ 152,100.00	420	9.000%	$ 38.03	$ 15,972.60
					TOTAL:	$ 15,972.60

EXPENSE DETAIL

ITEM	SUBMITTED	AUTHORIZED	EXPLANATION
PROPERTY TAXES TOTAL	$ 5,761.59	$ 3,089.16	
COUNTY TAX	2,942.69	2,466.36	E4
COUNTY TAX	1,894.30	622.80	C6

Mortgage Guaranty Insurance Corporation MGIC

EXPLANATION OF BENEFITS
MARCH 05, 2012

CFL ID: 1372919 MBS/CERT #: 23867048 LENDER LOAN #: [redacted]

EXPENSE DETAIL

ITEM		SUBMITTED		AUTHORIZED	EXPLANATION
COUNTY TAX		924.60		0.00	C5 C8
HAZARD INSURANCE PREMIUMS TOTAL	$	10,880.47	$	3,869.35	
HAZARD INS.		3,576.25		293.10	C7
HAZARD INS.		3,727.97		0.00	M3 C9
TOTAL ITEMS PAID AS SUBMITTED		3,576.25		3,576.25	
PROPERTY PRESERVATION COSTS TOTAL	$	285.00	$	75.00	
INSP OCCUPIED		15.00		0.00	H3
INSP OCCUPIED		15.00		0.00	H3
INSP OCCUPIED		15.00		0.00	H3
INSP VACANT		15.00		0.00	H3
INSP VACANT		15.00		0.00	H3
INSP VACANT		15.00		0.00	H3
INSP VACANT		15.00		0.00	H3
INSP VACANT		15.00		0.00	H3
INSP VACANT		15.00		0.00	H3
INSP VACANT		15.00		0.00	H3
INSP VACANT		15.00		0.00	V3
INSP VACANT		15.00		0.00	H3
INSP VACANT		15.00		0.00	H3
INSP VACANT		15.00		0.00	H3
TOTAL ITEMS PAID AS SUBMITTED		75.00		75.00	
PLEDGED SAVINGS TOTAL	$	-1,537.78	$	0.00	
HIP REFUND		-1,537.78		0.00	P4

EXPLANATION

C5 - TAXES PRORATED TO CLAIM DATE
C6 - TAXES PRORATED TO REVISED CLAIM DATE
C7 - INSURANCE PREMIUMS PRORATED TO REVISED CLAIM DATE
C8 - TAXES PAID AFTER REVISED CLAIM DATE ARE NOT CLAIMABLE
C9 - INSURANCE PAID AFTER REVISED CLAIM DATE IS NOT CLAIMABLE
E4 - EXPENSES PRIOR TO DEFAULT NOT ALLOWED
H3 - EXPENSE AFTER REVISED CLAIM DATE IS NOT CLAIMABLE
M3 - INSURANCE PREMIUMS PRORATED TO CLAIM DATE
P4 - CREDIT NOT TAKEN
V3 - INSPECTIONS EXCEED NUMBER ALLOWED

Notice: If you believe all or part of the claim has been wrongfully denied or rejected, and you wish to contact the California Department of Insurance regarding this matter, please contact: California Department of Insurance, Claims Service Bureau, 11th Floor, 300 South Spring Street, Los Angeles, CA 90013 (or call 1-800-927-4357 or 213-897-8921).

MGIC Plaza, P.O. Box 525, Milwaukee, Wisconsin 53201-0525
FAX (800) 353-8781