Loan Number: [redacted]

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

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, **CASE NO.:**

Plaintiff, **DIVISION:**

vs.

ANICEE NOEL A/K/A W. ANICEE NOEL; THE UNKNOWN SPOUSE OF ANICEE NOEL A/K/A W. ANICEE NOEL; MERCY D. NOEL A/K/A MERCY NOEL; THE UNKNOWN SPOUSE OF MERCY D. NOEL A/K/A MERCY NOEL; TERTULIEN NOEL; THE UNKNOWN SPOUSE OF TERTULIEN NOEL; LINDA JOSEPH A/K/A LINDA JOSEPH NOEL; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; TENANT #1, TENANT #2, TENANT #3 AND TENANT #4, THE NAMES BEING FICTITIOUS TO ACCOUNT FOR PARTIES IN POSSESSION

Defendant(s).

______________________________/

VERIFIED MORTGAGE FORECLOSURE COMPLAINT

Plaintiff, JPMorgan Chase Bank, National Association, sues Defendants, Anicee Noel a/k/a W. Anicee Noel; The Unknown Spouse of Anicee Noel a/k/a W. Anicee Noel; Mercy D. Noel a/k/a Mercy Noel; The Unknown Spouse of Mercy D. Noel a/k/a Mercy Noel; Tertulien Noel; The Unknown Spouse of Tertulien Noel; Linda Joseph a/k/a Linda Joseph Noel; Any and All Unknown Parties Claiming By, Through, Under, and Against the Herein Named Individual Defendant(s) Who Are Not Known to be Dead or Alive, Whether Said Unknown Parties May Claim an Interest as Spouses, Heirs, Devisees, Grantees, or Other Claimants; Tenant #1, Tenant #2, Tenant #3 and Tenant #4, the names being fictitious to account for parties in possession, and alleges:

COUNT I - MORTGAGE FORECLOSURE

1. This is an action to foreclose a mortgage on real property located in Miami-Dade County, Florida and by reason thereof the venue for this matter is in Miami-Dade County, Florida.

2. Mercy D. Noel executed and delivered a Promissory Note ("Note") dated October 19, 2004 and Anicee Noel, Mercy D. Noel, Linda Joseph a/k/a Linda Joseph Noel and Tertulien Noel executed and delivered a Mortgage ("Mortgage") dated October 19, 2004 securing the payment of the Note. The Mortgage was recorded on November 4, 2004 in Official Records Book 22793 at Page 81 of the Public Records of Miami-Dade County, Florida and mortgaged the real and personal property ("Property") described therein. References made herein to

"Borrower" refer to the individual(s) executing the Note; "Mortgagor" refers to those executing the Mortgage. True and correct copies of said Note and Mortgage, are attached hereto as Exhibit "A" and Exhibit "B" respectively.

3. Plaintiff is in physical possession of the Note endorsed in blank which is the subject of this action and therefore, is the holder of that Note.

4. The Mortgage is superior in dignity to any prior or subsequent right, title, claim, lien or interest of the Defendants named herein or any person claiming by, through or under said Defendants since the institution of this suit.

5. Defendants, Anicee Noel a/k/a W. Anicee Noel and Mercy D. Noel a/k/a Mercy Noel, is/are the current owner(s) of the real property which is the subject of the Mortgage.

6. There has been a default in the payment of the amounts due under the Note and Mortgage in that the payment due for November 23, 2012, and all subsequent payments have not been made.

7. Plaintiff has and hereby declares the full amount payable under the Note and Mortgage to be due and payable.

8. All conditions precedent to the filing of this action have been performed or have occurred.

9. Borrower(s), as maker(s) of the Note, may be held personally liable for a deficiency, if any, unless Borrower(s) has/have been discharged the subject debt in bankruptcy in which event no deficiency is or will be sought.

10. There is now due and owing the principal sum of $88,137.99, together with all sums that may be due for interest, taxes, insurance, escrow advances and /or fees for inspections property preservations or other expenses incurred to protect the property, and expenses and costs of suit including but not limited to filing fees, recording fees, title search and examination fees, fees due for service of process and such other costs may be allowed by this Court.

11. Plaintiff has and will incur reasonable attorneys' fees and therefore, seeks to be awarded these fees.

12. Anicee Noel a/k/a W. Anicee Noel may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Quit Claim Deed recorded in Official Records Book 22660, Page 3326, or may otherwise claim an interest in the Property. However, any such claim or demand is inferior to the lien of the Mortgage.

13. Mercy D. Noel a/k/a Mercy Noel may have or claim an interest in the Property that is the subject

of this Foreclosure action by virtue of a Quit Claim Deed recorded in Official Records Book 22660, Page 3326, or may otherwise claim an interest in the Property. However, any such claim or demand is inferior to the lien of the Mortgage.

14. Tertulien Noel may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of a Quit Claim Deed recorded in Official Records Book 22660, Page 3326, or may otherwise claim an interest in the Property. However, any such claim or demand is inferior to the lien of the Mortgage.

15. Linda Joseph a/k/a Linda Joseph Noel may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of execution of that certain Mortgage recorded in Official Records Book 22793, Page 81; homestead rights, possession, or any right of redemption, or may otherwise claim an interest in the Property. However, any such claim or demand is inferior to the lien of the Mortgage.

16. The Unknown Spouse of Anicee Noel a/k/a W. Anicee Noel may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of homestead rights, possession, or any right of redemption, or may otherwise claim an interest in the Property. However, any such claim or demand is inferior to the lien of the Mortgage.

17. The Unknown Spouse of Mercy D. Noel a/k/a Mercy Noel may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of homestead rights, possession, or any right of redemption, or may otherwise claim an interest in the Property. However, any such claim or demand is inferior to the lien of the Mortgage.

18. The Unknown Spouse of Tertulien Noel may have or claim an interest in the Property that is the subject of this Foreclosure action by virtue of homestead rights, possession, or any right of redemption, or may otherwise claim an interest in the Property. However, any such claim or demand is inferior to the lien of the Mortgage.

19. Tenant #1, Tenant #2, Tenant #3 and Tenant #4, the names being fictitious to account for parties in possession who may claim some interest in the Property that is the subject of this foreclosure action by virtue of an unrecorded lease or purchase option, by virtue of possession, or may otherwise claim an interest in the Property. The names of these Defendants are unknown to the Plaintiff. However, any such claim or demand is inferior to the lien of the Mortgage.

COUNT II – REFORMATION OF QUIT CLAIM DEED

20. JPMorgan Chase Bank, National Association, sues the Defendant(s) and states:

21. Plaintiff hereby re-alleges and incorporates herein all the allegations contained in the section titled Count I - Mortgage Foreclosure, set forth above.

22. This is an action to reform the legal description contained in a Warranty Deed securing real property in Miami-Dade County, Florida.

23. When the Quit Claim Deed was prepared, an error was made in the legal description of the property encumbered by the subject Quit Claim Deed, as the description does not correctly identify the land and improvement at 1212 NE 117 Street, Miami, Florida 33161-6830, and did not correctly set forth the proper legal description intended by the parties.

24. The correct legal description should be as follows:

LOT 8, PLAT OF BELFORD SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 56, PAGE(S) 96, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Apparently, said error was mutual and undiscovered by the parties.

25. Upon information and belief, at the time of execution of the Mortgage, it was the intention of the parties to mortgage the real property described in paragraph 24.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment foreclosing the Mortgage and enter an order; reforming the legal description contained in the Quit Claim Deed that is the subject of this action to reflect the proper legal description as contained in the Plaintiff's lis pendens and (a) enumerating all amounts this Court determines due to Plaintiff pursuant to said Note and Mortgage and award attorneys' fees, costs, outstanding principal, interest, advances, (b) ordering the Clerk of the Court to sell the subject property to satisfy the amount due Plaintiff, in whole or in part; (c) adjudging that the right, title and interest of any party claiming by, through, under or against any Defendant named herein be deemed inferior and subordinate to the Plaintiff's Mortgage lien and forever be barred and foreclosed; (d) retaining jurisdiction of this Court in this action to make any and all further orders and judgments as may be necessary and proper, including issuance of writ of possession and the entry of a deficiency judgment if the proceeds of the sale are insufficient to pay Plaintiff's claim, (no deficiency judgment shall be sought against those parties who have discharged the debt in bankruptcy pursuant to the provisions of the Bankruptcy Code 11 U.S.C. Section 101, et seq. or where a bankruptcy court only granted Plaintiff or its predecessors-in-interest in rem relief from the bankruptcy automatic stay) and, (e) for such other and further relief as this Court may deem just and proper.

FLA. R. CIV. P. 1.110(b) VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief and that I am authorized to make this Verification of Complaint by JP Morgan Chase Bank, N.A.

Signature: Timothy Davison
Name: TIMOTHY DAVISON
Title: VICE PRESIDENT
Date: 10/09/2013
J P MORGAN CHASE BANK, N.A

Pursuant to Fla. R. Jud. Admin. 2.516(b)(1)(A), Plaintiff's counsel hereby designates its primary email address for the purposes of email service as: servealaw@albertellilaw.com.

Plaintiff, by and through the undersigned attorney, prays this honorable Court grant the above requested relief and such other relief deemed appropriate and just.

Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743
(813) 221-9171 facsimile
eService: servealaw@albertellilaw.com

By: ______________

~~ZACH HERMAN~~, ESQ.
FLORIDA BAR NO. ~~89349~~

Georganna Frantzis, Esq.
Florida Bar #92744

Pursuant to the Fair Debt Collections Practices Act, you are advised that this office may be deemed a debt collector and any information obtained may be used for that purpose.

CERTIFICATION OF NOTE POSSESSION

I, the undersigned, under penalties of perjury, declare as follows:

1. I am a Document Custodian of Albertelli Law. Counsel has been retained to represent JPMorgan Chase Bank, National Association in legal proceedings to enforce a promissory note secured by a property located 1212 NE 117 Street, Miami, Florida 33161-6830(herein the Property").

2. I personally reviewed the collateral file located at 5404 Cypress Center Dr., Tampa, FL 33609, that was provided to Albertelli Law for purposes of its representation of JPMorgan Chase Bank, National Association in connection with enforcing the note secured by the Property. I confirm that the collateral file contained the original promissory note evidencing the debt secured by the Property, and attached hereto is a correct copy of the original promissory note and allonge(s), if any.

Name: Alma Santos
Title: Document Custodian
Date: October 3, 2013 Time: 1:23 PM

AS - 13-117342

Washington Mutual

Personal Equity Manager

Home Equity Line of Credit Agreement and Disclosure

Date: 10/19/2004

Loan Number:

This Home Equity Line of Credit Agreement and Disclosure ("Agreement") governs your line of credit account (the "Credit Line") issued by WASHINGTON MUTUAL BANK, FA (the "Bank") and secured by the property identified below. In this Agreement, the words "Borrower," "you," and "your" mean each and all of the persons who signs this Agreement. The words "we," "us," and "our" mean the Bank or any successor or assign. The "Effective Disbursement Date" means the date on and after which you may begin to receive credit advances ("advances") from the Credit Line. The word "Card" means each credit card that can be used to obtain advances on the Credit Line, whether in the form of purchase transactions, cash advances, or otherwise. The "Maturity Date" is the date that is thirty years following the Effective Disbursement Date. Our "business days" are Mondays through Fridays, but federal legal public holidays are excluded. You and we agree as follows:

1. **Promise to Pay.** You promise to pay to us, or our order, all advances from the Credit Line plus all **FINANCE CHARGES,** fees, charges, expenses and other amounts required by the terms of this Agreement. All amounts outstanding under the Credit Line that are covered by the Fixed Rate Loan Option described in Section 24 below are sometimes referred to in this Agreement as "Fixed Rate Loans." All other amounts outstanding under the Credit Line are sometimes referred to in this Agreement as "Variable Rate Advances". Unless otherwise provided in this Agreement, any amounts charged to the Credit Line shall be treated as Variable Rate Advances. If there is more than one of you, each is jointly and severally liable under this Agreement. Each Borrower alone may cancel the Credit Line, receive advances from the Credit Line and, except as stated below, take all actions with respect to the Credit Line. Each of you requests that we issue each Borrower a Card.

Your use of the Card at automated teller machines ("ATMs") is subject to our rules relating to ATM transactions.

2. **Credit Limit.** This Agreement covers a revolving line of credit in the amount of $100,000.00 (the "Credit Limit"). During the Draw Period described below, you may obtain advances from the Credit Line up to the Credit Limit, repay any portion of the amounts advanced, and obtain additional advances up to the Credit Limit. If there is more than one of you, each of you alone has the right to borrow up to the full amount of the Credit Limit, and each of you is liable for all advances made to any of you. You agree not to request or obtain an advance that will make the Credit Line balance exceed the Credit Limit. We may, at our option, make advances in excess of the Credit Limit. At our request, you will immediately repay the amount by which the balance of the Credit Line exceeds the Credit Limit.

3. **Security Instrument.** To secure the performance of your obligations under this Agreement, one or more of you is giving us a deed of trust, deed to secure debt, mortgage or other security agreement (the "Security Instrument") on real property located at: 1212 NE 117 STREET MIAMI, FL 33161 and other property described therein (the "Property"). The Security Instrument secures all advances and other amounts owed under this Agreement as well as after-acquired property located on or attached to the Property. You agree to perform all of your obligations under the Security Instrument. Regardless of the terms of any other security instrument that you have with us, no personal or real property, other than the Property, secures your obligations under this Agreement.

The Security Instrument contains the following provisions relating to certain sales and transfers of the Property:
The loan is personal to Borrower and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full payment of the Debt shall constitute an event of default hereunder.

You will perform on a timely basis all payment and other obligations under the terms of any other deed of trust, mortgage, deed to secure debt or other security agreements or leases on the Property, as well as under any note or other obligation the performance of which is secured by the same.

4. **Draw Period and Post Draw Period; Payments.** You may obtain advances from the Credit Line for up to 10 years after the Effective Disbursement Date (the "Draw Period"). At our option, we may extend the Draw Period for up to one (1) additional period of 10 years. The period of time, if any, between the end of the Draw Period and the Maturity Date is the "Post Draw Period." If the Draw Period is for ten (10) years, the Post Draw Period will be for twenty (20) years. If the Draw Period is for twenty (20) years, the Post Draw Period will be for ten (10) years. During the Post Draw Period, if any, you will no longer be able to obtain advances from the Credit Line.

Payments for both Variable Rate Advances and any Fixed Rate Loans are due monthly. The payment due date (the "Payment Due Date") may be different for Variable Rate Advances and Fixed Rate Loans, and each Fixed Rate Loan may have its own Payment Due Date. The Payment Due Date will be stated in your periodic billing statement (the "Periodic Statement") or, if applicable, on any payment coupons that we provide you.

For Variable Rate Advances, your minimum monthly payment ("Minimum Payment") during both the Draw Period and any Post Draw Period will be equal to all accrued but unpaid **FINANCE CHARGES**, late fees, and other fees and charges described below, plus any past due amounts and any outstanding balance of your Credit Line in excess of your Credit Limit. Paying the Minimum Payments will not repay the principal that is outstanding on the Credit Line. You will be required to pay the entire outstanding balance of the Variable Rate Advances (together with all related amounts that you owe under this Agreement) in a single Balloon Payment on the Maturity Date. We are not obligated to refinance any amount due on the Maturity Date. Your payments for any Fixed Rate Loans are described in Section 24.

For both Variable Rate Advances and Fixed Rate Loans, the following shall apply to payments. Payments must be made in U.S. dollars. All payments shall be mailed, postage prepaid, to the address that appears on your Periodic Statement (or, if applicable, on any payment coupons that we provide you) for receipt of payments. Any payments that are not received on a business day, or that are received after 5:00 p.m. (prevailing Pacific Time) on a business day, will be treated as having been received on the next following business day. We can accept and apply any late or partial payments, or payments marked "Payment in Full" or similar statement, or with a request to apply a payment in a particular manner, to amounts you owe as set forth in this Agreement without liability on our part and without losing any of our rights under this Agreement. You will not make payments from funds obtained from the Credit Line or any other line of credit from the Bank or any of its affiliates.

You will be required to send us one payment for the Variable Rate Advances and an additional separate payment for each Fixed Rate Loan. Each payment will first be applied to accrued but unpaid periodic **FINANCE CHARGES**, then to any principal due, then to other **FINANCE CHARGES**, then to other fees and charges, and then to the unpaid principal balance. If you make a payment but do not specify where it should be applied, we will apply the payment in our discretion to outstanding Fixed Rate Loan(s) and/or Variable Rate Advances.

5. Periodic FINANCE CHARGE; Daily Periodic Rate; ANNUAL PERCENTAGE RATE. The date on which periodic **FINANCE CHARGES** begin to accrue will depend upon the type of advance you obtain from the Credit Line. Periodic **FINANCE CHARGES** will begin to accrue from the date that we initiate a wire transfer, the date that you request an advance from one of our Financial Centers, the effective date of a Card transaction, the effective date of your withdrawal of funds from an ATM, the date that a Check (as defined below) is processed by us, the date that we prepare a check to fund a Fixed Rate Loan on the Effective Disbursement Date or, thereafter, on the effective date of the conversion of all or any portion of the Variable Rate Advances and/or one or more existing Fixed Rate Loans into a new Fixed Rate Loan and, for any other types of advances, the date the advance is made. Periodic **FINANCE CHARGES** will continue to accrue until all amounts subject to the periodic **FINANCE CHARGE** are paid in full. There is no free ride period that would allow you to avoid paying a periodic **FINANCE CHARGE** on advances from the Credit Line.

During both the Draw Period and any Post Draw Period, the periodic **FINANCE CHARGE** on the Variable Rate Advances for each billing period is a function of the Daily Periodic Rate (as described below) shown on your Periodic Statement, the Average Daily Balance (as described below) shown on your Periodic Statement, and the number of days in the billing period, as follows:

(a) The Daily Balance of your Variable Rate Advances for each day of the billing period will be all Variable Rate Advances due at the beginning of that day, plus all new Variable Rate Advances (including, without limitation, any increase to the balance of the Variable Rate Advances in accordance with Section 14(c) below), less all payments and credits relating to Variable Rate Advances received that day. Nothing in this Section 5 authorizes you to obtain advances from the Credit Line during the Post Draw Period.

(b) The Average Daily Balance is the sum of the Daily Balances of all days in the billing period divided by the number of days in the billing period.

(c) The **ANNUAL PERCENTAGE RATE** and Daily Periodic Rate may vary. The **ANNUAL PERCENTAGE RATE** will be equal to 0.000 percentage points (the "Margin") over the Index (as described below), or 0.000%, whichever is greater, and the Daily Periodic Rate will be equal to the **ANNUAL PERCENTAGE RATE** divided by 365 (366 in a leap year). The initial Daily Periodic Rate that is in effect for the Variable Rate Advances is 0.012978% (**ANNUAL PERCENTAGE RATE** of 4.750%). Except as otherwise provided in this Section 5(c), the **ANNUAL PERCENTAGE RATE** and Daily Periodic Rate will change, beginning on the day following the Effective Disbursement Date on each day that the Index changes. The Daily Periodic Rate will never be more than 0.049180% (corresponding to a maximum **ANNUAL PERCENTAGE RATE** of 18.000%) and the Daily Periodic Rate will never be less than 0.000000% (corresponding to a minimum **ANNUAL PERCENTAGE RATE** of 0.000%). Increases in the Daily Periodic Rate and **ANNUAL PERCENTAGE RATE** will increase your Minimum Payment and periodic **FINANCE CHARGES** and, if these rates are increased in the last billing period prior to the Maturity Date, then your Balloon Payment due on the Maturity Date will also increase.

☐ **Promotional Rate.** If this box is checked, then the initial Daily Periodic Rate will not be determined as described above in this Section 5(c), but instead will be N/A % (**ANNUAL PERCENTAGE RATE** of N/A %). This special Daily Periodic Rate and **ANNUAL PERCENTAGE RATE** will change, as described above in this Section 5(c), beginning on N/A.

(d) The "Index" is the Prime Rate as most recently published by *The Wall Street Journal* in its "Money Rates" table. If more than one Prime Rate is identified in this table, the Index shall be the highest of such rates. If the Index, or any substitute Index, is no longer available, we will choose a new Index. The new Index will have a historical movement substantially similar to that of the prior Index, and the Margin will be changed so that the new Index plus the Margin will result in an **ANNUAL PERCENTAGE RATE** that is substantially similar to the **ANNUAL PERCENTAGE RATE** in effect at the time the prior Index becomes unavailable.

(e) The Daily Periodic Rate may change within a single billing period. If only one Daily Periodic Rate is in effect during the billing period, the periodic **FINANCE CHARGE** for the billing period will be equal to the Average Daily Balance multiplied by the applicable Daily Periodic Rate, and then multiplying that amount by the number of days in the billing period. If there is more than one Daily Periodic Rate within a billing period, the periodic **FINANCE CHARGE** for the billing period will be calculated by: (i) calculating a periodic **FINANCE CHARGE** for each Daily Periodic Rate by first multiplying that Daily Periodic Rate by the Average Daily Balance, and by then multiplying that amount by the number of days that such Daily Periodic Rate is in effect during the billing period, and (ii) by then adding together the periodic **FINANCE CHARGES** that are so determined for each such Daily Periodic Rate.

There will be no reduction in the **ANNUAL PERCENTAGE RATE** and Daily Periodic Rate applicable to the Variable Rate Advances by reason of your agreement to authorize automatic loan payments from an account that you designate ("AutoPay"). The **ANNUAL PERCENTAGE RATE** for both the Variable Rate Advances and the Fixed Rate Loans do not include costs other than interest. The periodic **FINANCE CHARGE** and **ANNUAL PERCENTAGE RATE** for the Fixed Rate Loans are described in Section 24.

6. Variable Rate Advances. Provided you are not in default and your right to obtain advances has not been terminated, suspended or cancelled, you may obtain Variable Rate Advances during the Draw Period on and after the Effective Disbursement Date. The Effective Disbursement Date shall be a date that we specify, which shall follow the expiration of any rescission period required by applicable law, our acceptance of this Agreement, and your meeting of all conditions for the Credit Line. All advances, other than by Card transactions outside the United States, shall be in U.S. currency. You may obtain Variable Rate Advances as follows:

(a) Writing a preprinted check ("Check") that we supply to you for use with your Credit Line. The signature of only one Borrower is required for each Check.

(b) Using the Card to effect purchases, obtain cash advances at authorized ATMs (using the separate personal identification number ("PIN") that we will supply to each of you), obtain cash advances at other locations, or otherwise obtain advances.

(c) Requesting an advance in person at any of our Financial Centers. You will need to provide acceptable identification to obtain an advance.

(d) A wire transfer of funds to an account that you designate. Wire transfers are subject to our rules governing wire transfer transactions.

You authorize us to make available additional means of obtaining advances. Those advances will also be subject to this Agreement.

7. Minimum Advances and Other Limitations. Each Variable Rate Advance, other than a purchase transaction with a Card, must be not less than $100. We may, at our option, make Variable Rate Advances of less than $100. At our option, we may (but reserve the right not to) honor any requests for advances in the following circumstances:

(a) Your credit privileges have been cancelled, suspended or terminated.

(b) Your Credit Limit is currently exceeded or would be exceeded if we honored the advance requested.

(c) Your Check is post-dated (written and presented before the date on the item) or stale dated (presented more than six months after the date of the item).

(d) Your Check bears a restriction or notation.

(e) Your Checks have been reported lost or stolen or, if advances requiring a PIN have been authorized, you have reported that your PIN has been compromised.

(f) You are in material default of this Agreement or would be so if we honored the advance request.

(g) We receive conflicting instructions or demands from any of you.

(h) You have asked us to prepare a payoff demand statement setting forth the amounts required to satisfy your obligations under this Agreement.

You agree to hold us harmless from and indemnify us against any claim or loss the payee or any other endorser or depositing or collecting bank may assert regarding such restrictions, notations or post or stale dated items. You further agree to indemnify and hold us harmless for any claim or loss relating to honoring or refusing to honor any instructions or demands which we believe may be conflicting.

Our liability, if any, for wrongful dishonor of an advance request is limited to your actual damages, shall not include consequential damages, and in no event will exceed the amount of the advance request.
Checks may be processed mechanically based on information encoded on the item. Checks not meeting our format and encoding specifications may not be honored. The signature on each Check should match the signature on file with us, however, we may not verify the signature if the item is processed mechanically. We do not "certify" Checks drawn on your Credit Line.

8. Illegal Transactions. You will not use any advance, the Card, a Check or other access device to engage in an illegal transaction (including, without limitation, illegal gambling). We are not responsible for preventing you from doing so.

9. Periodic Statement. As required by law, we will send you a Periodic Statement showing all new transactions since the prior Periodic Statement closing date and other information relating to the Credit Line. The Periodic Statements may be sent on other than a calendar month basis. We reserve the right to change the Periodic Statement closing date. We may choose not to return Checks along with your Periodic Statement.

10. FINANCE CHARGES and Other Fees and Charges at Closing. You agree to pay the following **FINANCE CHARGES** and other fees and charges, which will be charged to your Credit Line on the Effective Disbursement Date unless paid to us on or before that date. Periodic **FINANCE CHARGES** will begin to accrue immediately on these amounts if charged to your Credit Line.

FINANCE CHARGES	**OTHER FEES AND CHARGES (Closing Costs)**

11. Additional FINANCE CHARGES. You agree to pay the following additional **FINANCE CHARGES**:

(a) **Cash Advance Fee.** A cash advance fee **FINANCE CHARGE** of 2% of each cash advance obtained on the Card, or $2.00, whichever is greater.

(b) **Fee For Small Variable Rate Advance.** If, at our sole option, we elect to honor a request for a Variable Rate Advance of less than $100.00, a transaction **FINANCE CHARGE** of 4% of the amount of the advance. This **FINANCE CHARGE** will not be imposed for Card transactions.

(c) **Fee For Lien Subordination.** If, at our sole option, we agree to subordinate the lien of the Security Instrument, a transaction **FINANCE CHARGE** of __$50.00 - $250.00__.

(d) **Wire Transfer Fee.** A wire transfer **FINANCE CHARGE** of __$30.00__ for each advance that you initiate by a wire transfer.

(e) **Courier Service Fee.** A courier service **FINANCE CHARGE** of __$5.00__ for each transmittal of documents that you request which we send by a delivery service.

12. Additional Other Fees and Charges. You agree to pay the following additional other fees and charges:

(a) **Annual Fee.** An annual fee of __$45.00__ ("Annual Fee"). The Annual Fee will be charged on the first anniversary of the Effective Disbursement Date and on every anniversary thereafter until the Maturity Date. The Annual Fee is nonrefundable and will be imposed regardless of the balance and status of the Credit Line.

(b) **Late Fee and Collection Charges.** In addition to our other rights upon default, if we do not receive the Minimum Payment on the Variable Rate Advances or any Fixed Rate Loans within __FIFTEEN (15)__ days after the Payment Due Date shown on your Periodic Statement (or, if applicable, on any payment coupon that we provide you), you will be charged a late fee of the greater of __$15.00__ or __5.000__% of the Minimum Payment. Upon your default under this Agreement, you will pay all of our reasonable costs and collection charges, whether or not there is a lawsuit, including, without limit, attorneys' fees and legal expenses, including without limit, for bankruptcy or civil proceedings, our efforts to modify or vacate an automatic stay or injunction, appeals, and any anticipated post-judgment collection services, and whether or not such are incurred by our employees or third parties.

(c) **Overlimit Fee.** An overlimit fee of __$20.00__ for each advance from the Credit Line that causes you to exceed your Credit Limit.

(d) **Dishonored Payment Fee.** A fee of $20.00 if you make a payment on your Credit Line (including any payment on a Fixed Rate Loan) with a check, draft, or other item or transfer (including an AutoPay service transfer) that is dishonored for any reason.

(e) **Stop Payment Fee.** A fee of $20.00 when you request a stop payment on a Check. A stop payment shall be effective for six (6) months (or, if applicable, such longer period as provided by law) and must be delivered to us in the manner prescribed by law or by method acceptable to us in our sole discretion and in sufficient time for us to act. If a stop notice expires, you must renew it as set forth above and you will be assessed an additional stop payment fee. There is no right to stop payment on transactions by use of a Card or other means of access other than a Check.

(f) **Cancellation Fee.** If you cancel your Credit Line Account during the first 36 months following the Effective Disbursement Date, defined below, you will be charged a cancellation fee as follows:

.125% of the original line amount or $500, whichever is greater.

However, if you are entering into this Agreement to increase an existing home equity line of credit from us that is secured by the Property and the agreement relating to that existing line of credit (the "Prior Agreement") provided for a cancellation fee, then you will instead be charged a cancellation fee under the terms of the Prior Agreement if you cancel this Agreement within 36 months following the effective disbursement date or equivalent date (as defined in the Prior Agreement). In any event, you may not cancel the Credit Line until you have paid in full all amounts owing under this Agreement.

(g) **Foreign Currency Transactions.** If you use the Card to make a purchase or obtain an advance in foreign currency, it will be converted by Visa International into U.S. dollars. Visa International will use the procedures set forth in its Operating Regulations in effect at the time the transaction is processed. Currently, those regulations provide that the currency conversion rate to be used is either a wholesale market rate or a government-mandated rate in effect one day prior to the processing date, increased by one percentage point (1%). The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date. The currency conversion rate used may be the same as, greater than, or less than the amount that would be calculated by conversion through a financial institution in the country in which the purchase or advance occurred. We do not determine the currency conversion rate that is used and we do not receive any portion of the currency conversion rate.

(h) **Reject Fee.** A reject fee of $20.00 if a Check or other advance request (other than for a Card transaction) is not honored for any reason.

(i) **Copy And Research Fees.** A copy fee of $1.00 per item and research fees of $10.00 per hour will be assessed if you request copies of Checks or other research relating to your Credit Line.

(j) **Release Fee.** A fee of $65.00 in connection with the release, discharge or reconveyance of the Security Instrument.

(k) **Other Institution Fees.** Fees imposed by other institutions if you use the Card to obtain cash advances through their ATMs.

13. Loss or Theft. Notify us if any unauthorized use of your Credit Line has occurred or may occur as a result of loss or theft of one or more of your Checks, Cards or other access device, or if you believe someone else knows your PIN. The best way to notify us is by calling us. Call us at **888-800-8738** (for TDD, call **800-735-2922**) or, if a different telephone number is stated in the Periodic Statement, call that number. You may also write us at the address stated in Section 19 below. You agree to reasonably assist us in determining the facts and circumstances relating to any unauthorized use of your Credit Line.

14. Termination and Acceleration; Suspension of Advances and Reduction of Credit Limit.

(a) We may terminate your Credit Line and require you to pay us the entire outstanding balance of the Credit Line (including the outstanding balance of any Fixed Rate Loans), together with all other fees, charges and amounts owing under this Agreement or the Security Instrument, in one payment, if any of the following happen:

(i) You commit fraud or make a material misrepresentation at any time in connection with the Credit Line. This can include, for example, a false statement about your income, assets, liabilities or any other aspect of your financial condition.

(ii) You do not meet any of the repayment terms of this Agreement.

(iii) Your action or inaction adversely affects the Property or our rights in the Property. This can include, for example, failure to maintain required insurance or pay taxes on the Property; waste or destructive use of the Property which impairs our security; death of the last Borrower; death of all but one Borrower which impairs our security; transfer of title or sale of the Property without our permission; permitting the creation of a senior lien on the Property; foreclosure by the holder of a prior lien on the Property; or use of the Property for an illegal purpose that subjects the Property to seizure.

If we terminate the Credit Line, no additional advances will be made and the entire outstanding balance of the Credit Line (including the outstanding balance of any Fixed Rate Loans) will be immediately due and payable without prior notice, except as may be required by law, and you agree to pay immediately such amount plus any other amounts due under this Agreement.

Failure to meet the repayment terms of any portion of the Credit Line, such as for Fixed Rate Loans or for Variable Rate Advances, will be considered failure to meet the repayment terms of the entire Credit Line, and this will give us the right to demand the immediate repayment of the entire outstanding balance of the Credit Line and to exercise any of our other rights under this Agreement. Likewise, payment of only a portion of the amount required under the repayment terms of this Agreement will not satisfy your repayment obligations for the entire Agreement. If a partial payment is made, we reserve the right to accept the payment and apply it to the outstanding balance of the Credit Line in accordance with Section 4 without waiving our right to demand immediate payment of the entire outstanding balance of the Credit Line or to exercise any of our other rights under this Agreement.

(b) In addition to any other rights we may have, we can suspend additional advances (including any Fixed Rate Loans) or reduce your Credit Limit during any period in which any of the following are in effect:

(i) The value of the Property declines significantly below the value as determined by us at the time you applied for your Credit Line. This includes, for example, a decline such that the difference between the Credit Limit and the available equity is reduced by fifty percent (50%), and may include a smaller decline depending on individual circumstances.

(ii) We reasonably believe that you will be unable to fulfill your payment obligations under this Agreement due to a material adverse change in your financial circumstances.

(iii) You are in default of a material obligation of this Agreement. We consider all of your obligations to be material. Categories of material obligations include, for example, the events described above permitting us to terminate, obligations and limitations relating to your receipt of advances, obligations concerning maintenance or use of the Property, obligations to perform the terms of the Security Instrument or any other deed of trust, mortgage, deed to secure debt or other security agreement or lease on the Property (and to perform on any notes or other obligations secured by the same), obligations to notify us and to provide documents and information to us (such as updated financial information), and obligations to comply with applicable law (such as zoning restrictions).

(iv) We are precluded by government action from imposing the **ANNUAL PERCENTAGE RATE** provided for under this Agreement.

(v) The priority of our security interest in the Property is adversely affected by government action to the extent that the value of the security interest is less than 120% of the Credit Limit.

(vi) We have been notified by a government authority that continued advances may constitute an unsafe and unsound business practice.

(vii) If the maximum **ANNUAL PERCENTAGE RATE** stated in Section 5(c) above has been reached.

Regardless of any action that we take, all other terms of this Agreement will remain in effect and be binding upon you.

(c) If, at any time, we have the right to terminate your Credit Line under Section 14(a) above, we may, at our sole option and without prior notice to you, then or thereafter convert any or all of your Fixed Rate Loans (including both the unpaid principal balance of the Fixed Rate Loans plus all accrued but unpaid **FINANCE CHARGES**) to the balance of your Variable Rate Advances, which will then accrue **FINANCE CHARGES** in accordance with Section 5 above and be subject to all other provisions of this Agreement relating to Variable Rate Advances. No exercise of this right to convert and nothing in this Section 14(c) shall constitute an election of remedies or a waiver of any of our rights under the remaining provisions of this Section 14, the remainder of this Agreement, the Security Instrument, or at law or in equity.

(d) Any Borrower may cancel the Credit Line or suspend the right to obtain advances by sending a written notice of cancellation or suspension to the address stated in Section 19 below. The notice must identify the account number of the Credit Line and be signed by at least one Borrower. The notice will be effective when it has been received and accepted by us. If the right to obtain advances is suspended at the request of a Borrower, advances will be reinstated only following our receipt and approval of a written request for reinstatement that has been signed by each of you.

(e) If the Credit Line is cancelled, suspended or terminated, you agree not to attempt to write or deliver any Checks, use a Card or any other access device, or otherwise obtain advances. You will return all Cards and unused Checks to us. You remain liable for any use of Checks, Cards or other access devices, and any advances taken even after any cancellation by you or us, termination or suspension. If your Credit Line is cancelled or terminated, subject to applicable law, we may delay the cancellation or release of your Security Instrument for a reasonable period of time to enable us to post to your Credit Line any advances that you have received.

Our rights under this Agreement shall be in addition to any other rights we may have under the Security Instrument or at law or in equity.

15. **Delay in Enforcement; Corrections.** To the extent permitted by law, we may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right; and if we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. We may correct any inaccuracies that we find in the Credit Line.

16. **Presentment.** You waive any statutes of limitations, and any legal requirements of presentment, demand, protest, notice of dishonor and notice of protest of this Agreement.

17. **Credit Information.** You will provide us with a current financial statement, a new credit application, or both, at any time upon our request. We may obtain credit reports on you at any time for the purpose of reviewing or collecting your Credit Line. You authorize us to release information to others (such as credit bureaus, merchants, other financial institutions and any of our affiliate companies) about our transactions or experiences with you.

18. **Transfer and Assignment.** Without prior notice to or approval from you, we reserve the right to sell or transfer this Agreement, the Credit Line, and our obligations under this Agreement to any other person. Your rights under this Agreement belong to you only and may not be transferred, assumed or assigned. Your obligations, however, are binding upon your heirs and legal representatives.

19. **Notices.** Except as otherwise provided in this Agreement, notices must be in writing. Notice to any of you shall be deemed notice to all of you. Notices shall be deemed given when deposited in the U.S. mail, postage prepaid first class mail, or when delivered in person, or sent by registered or certified mail, or by nationally recognized overnight carrier. Notice to you shall be sent to your last known address in our records for the Credit Line. Notice to us must be sent to: Consumer Loan Servicing,

WASHINGTON MUTUAL BANK, FA
CONSUMER LENDING – BR2CLFL
PO BOX 6868
LAKE WORTH, FL 33466

or, if a different address is stated in the Periodic Statement, to that address. Any party may change its address for receipt of notices by giving notice of the same, as set forth herein, to the other parties. You agree to notify us immediately if you change your name, address or employment, or if any of you dies, is declared incompetent or is the subject of a bankruptcy or insolvency proceeding.

20. **Tax Consequences.** You should consult your own tax advisor regarding the tax deductibility of interest and charges under this Agreement.

21. **Amendment.** In addition to other changes described in this Agreement, we may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will unequivocally benefit you throughout the remainder of your Credit Line, or if the change is insignificant.

22. **Governing Law.** This Agreement and your Credit Line will be governed by and interpreted in accordance with the laws of the United States of America and, to the extent that such laws are not applicable, with the internal laws of the State of FLORIDA (without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties). This Agreement is entered into by the parties in the State of FLORIDA. All advances under this Agreement are being made by us from our offices located in such State.

23. **Interpretation.** The names given to sections or paragraphs in this Agreement are for convenience and shall not be used to interpret this Agreement. This Agreement, the Periodic Statements and, if applicable, any payment coupons that we provide you are the best evidence of your agreement with us. If any provision of this Agreement, the Periodic Statements, or any such payment coupons is found not to be valid or enforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of such provision or the remaining provisions of that document, which provisions shall continue to be binding, valid and enforceable.

24. **Fixed Rate Loan Option.** You have the option (the "Fixed Rate Loan Option") to obtain advances from your Credit Line in the form of Fixed Rate Loans as described in this Section. Except as stated below, the Fixed Rate Loans will be subject to a fixed Daily Periodic Rate and **ANNUAL PERCENTAGE RATE** and a fixed term. The following shall apply to the Fixed Rate Loan Option:

(a) The Fixed Rate Loan Option may be exercised only during the Draw Period.

(b) You may exercise the Fixed Rate Loan Option to obtain up to two Fixed Rate Loans on the Effective Disbursement Date which, in the aggregate, may be any amount up to the then available portion of the Credit Limit. Thereafter, you may only exercise the Fixed Rate Loan Option by converting all or any portion of (i) the outstanding Variable Rate Advances, and/or (ii) one or more existing Fixed Rate Loans, into a new Fixed Rate Loan in accordance with our procedures. Following the Effective Disbursement Date, you may not obtain a Fixed Rate Loan by obtaining an advance of new funds from the Credit Line.

(c) Each Fixed Rate Loan may be for any amount, but the aggregate of all Fixed Rate Loans and outstanding Variable Rate Advances may not exceed your available Credit Limit.

(d) The portion of the Credit Limit that is available to you for other advances will be reduced by the principal amount of each Fixed Rate Loan. Any repayment of the principal amount of a Fixed Rate Loan during the Draw Period will restore the available Credit Limit by an equal amount.

(e) Subject to the remaining provisions of this Section 24(e), you may determine the term of each Fixed Rate Loan at the time you exercise the Fixed Rate Loan Option. The term of each Fixed Rate Loan shall be in increments of one year. If the Fixed Rate Loan is up to $19,999.99 in amount, the term of the Fixed Rate Loan may be up to 120 months or until the Maturity Date, whichever is earlier. If the Fixed Rate Loan is for $20,000.00 or more, the term of the Fixed Rate Loan may be up to 240 months or until the Maturity Date, whichever is earlier.

(f) You may exercise a Fixed Rate Loan Option only if no defaults exist under the terms of this Agreement or the Security Instrument, your right to obtain advances has not been terminated, suspended or cancelled, and you sign all documents required by us. You may not obtain more than two Fixed Rate Loans in any one calendar year period, and may not have more than five Fixed Rate Loans outstanding at any time. Notwithstanding any other provisions of this Section 24, we may convert any or all of your Fixed Rate Loans to the balance of your Variable Rate Advances in accordance with Section 14(c) above.

(g) You will be required to pay a $50.00 transaction fee **FINANCE CHARGE** for each Fixed Rate Loan that you receive, other than for the first Fixed Rate Loan or any Fixed Rate Loan taken on the Effective Disbursement Date. You may pay this fee prior to the establishing of the Fixed Rate Loan or it will be added to the principal balance of the Fixed Rate Loan.

(h) If you wish to obtain a Fixed Rate Loan after the Effective Disbursement Date, you may initiate the process by visiting any of our Financial Centers or by calling toll-free **888-800-8738** toll-free (for TDD, call **800-735-2922**) or, if a different telephone number is stated in the Periodic Statement, call that telephone number.

(i) Except as noted below, the **ANNUAL PERCENTAGE RATE** that will apply to each Fixed Rate Loan will be equal to the sum of the Index that is in effect on the day you exercise the Fixed Rate Loan Option to obtain that Fixed Rate Loan plus a margin of 14.0 percentage points (the "FRLO Margin"). If the Index, or any substitute Index, becomes unavailable, we will choose a new Index and adjust the FRLO Margin using a methodology comparable to that described in Section 5(d) above. You may decide whether to make payments on your Fixed Rate Loan by making direct payments or by authorizing our AutoPay service. Your decision whether or not to authorize our AutoPay service will not affect the availability of the Fixed Rate Loans. If you do not authorize our AutoPay service for the Fixed Rate Loan, the FRLO Margin stated above will be increased by one-quarter of one percentage point (0.250%). The Daily Periodic Rate for the Fixed Rate Loan will be equal to the **ANNUAL PERCENTAGE RATE** divided by 365 (366 in a leap year). The **ANNUAL PERCENTAGE RATE** for the Fixed Rate Loan will not be greater than the maximum **ANNUAL PERCENTAGE RATE** stated in Section 5(c) above. The periodic **FINANCE CHARGE** that will apply to the Fixed Rate Loan for each billing period will be accrued and calculate daily based upon the outstanding principal balance of the Fixed Rate Loan each day. The outstanding principal balance of the Fixed Rate Loan for each day of the billing period is calculated by starting with the beginning principal balance that day and then subtracting any payments or credits. The periodic **FINANCE CHARGE** that will apply to the Fixed Rate Loan for each billing period will be determined by first multiplying the applicable Daily Periodic Rate by the outstanding principal balance of the Fixed Rate Loan for each day of the billing period, and then adding together the resulting amounts. If more than one Daily Periodic Rate is applicable to a Fixed Rate Loan in the same billing period then, for purposes of the preceding sentence, each Daily Periodic Rate will be multiplied by the outstanding principal balance of the Fixed Rate Loan for each day of the billing period that the Daily Periodic Rate is in effect. As of 10/19/2004, the Daily Periodic Rate that would be in effect for the Fixed Rate Loan if you have not authorized our AutoPay service is 0.049180 % (**ANNUAL PERCENTAGE RATE** of 18.0 %). As of 10/19/2004, the Daily Periodic Rate that would be in effect for the Fixed Rate Loan if you have authorized our AutoPay service is 0.049180 % (**ANNUAL PERCENTAGE RATE** of 18.0 %). You will be deemed to exercise a Fixed Rate Loan Option when you sign the required documentation at the time that you sign this Agreement or, thereafter, at one of our Financial Centers, or when you call the toll-free telephone number described in Section 24(h) above and provide us with all required information.

(j) We may, at our sole discretion and without prior notice, provide a Fixed Rate Loan at a discounted **ANNUAL PERCENTAGE RATE** (a "Current Rate"), that is, an **ANNUAL PERCENTAGE RATE** that is lower than the sum of the Index plus the FRLO Margin as set forth above. If we provide a Fixed Rate Loan at a Current Rate, we are not obligated to offer a Current Rate on any subsequent Fixed Rate Loans.

(i) Current Rate Sample.

The Current Rate on a $20,000.00 Fixed Rate Loan taken as of 05/18/2004, with AutoPay service is a Daily Periodic Rate of 0.018552 % (**ANNUAL PERCENTAGE RATE** of 6.79 %). The Current Rate on a $20,000.00 Fixed Rate Loan Option taken as of 05/18/2004 without AutoPay service is a Daily Periodic Rate of 0.019235 % (**ANNUAL PERCENTAGE RATE** of 7.04 %).

(k) If you have authorized our AutoPay service for the Fixed Rate Loan and thereafter the AutoPay service for the Fixed Rate Loan is terminated by you or us for any reason, the **ANNUAL PERCENTAGE RATE** for the Fixed Rate Loan will increase on the day that the AutoPay service is terminated by one-quarter of one percentage point (0.250%). In that event, the Daily Periodic Rate for the Fixed Rate Loan will be increased to an amount that is equal to the increased **ANNUAL PERCENTAGE RATE** divided by 365 (366 in a leap year). In no event will the increased **ANNUAL PERCENTAGE RATE** be greater than the maximum **ANNUAL PERCENTAGE RATE** stated in Section 5(c) above.

(l) Your Minimum Payment for a Fixed Rate Loan is the amount sufficient to repay the original principal balance of the Fixed Rate Loan, together with periodic **FINANCE CHARGES** at the applicable **ANNUAL PERCENTAGE RATE**, in full in substantially equal monthly installments during the scheduled term of the Fixed Rate Loan. Your first Minimum Payment may be for a period of less than one month and, if so, we may apply the excess amount of the payment to the outstanding principal balance of the Fixed Rate Loan, which will reduce the amount of your final scheduled payment on the Fixed Rate Loan. Your first Minimum Payment may be for a period of less than one month and, if so, we may apply the excess amount of the payment to the outstanding principal balance of the Fixed Rate Loan, which may reduce the amount of your final scheduled payment on the Fixed Rate Loan. Your Minimum Payment on each Fixed Rate Loan is in addition to the Minimum Payments that you must pay on any other Fixed Rate Loans and on the Variable Rate Advances. If you have authorized our AutoPay service for a Fixed Rate Loan and thereafter the AutoPay service for the Fixed Rate Loan is terminated by you or us for any reason, your Minimum Payment and **ANNUAL PERCENTAGE RATE** will increase. In that event, your new Minimum Payment will equal the amount sufficient to repay the outstanding principal balance of the Fixed Rate Loan that is anticipated to be unpaid at the time that the **ANNUAL PERCENTAGE RATE** increases, together with periodic **FINANCE CHARGES** at the increased **ANNUAL PERCENTAGE RATE** described in Section 24(k) above, in full in substantially equal monthly installments through the remainder of the scheduled term of the Fixed Rate Loan. In any event, the entire outstanding balance of the Fixed Rate Loan, if not sooner paid, will be due and payable in full in a single payment on the last day of the scheduled term of the Fixed Rate Loan. We will notify you of the amount of the Minimum Payment for the Fixed Rate Loan. We are not obligated to refinance any amount due on the last day of the scheduled term of the Fixed Rate Loan.

(m) In the event of any conflict or inconsistency between the provisions of this Section 24 and the remaining provisions of this Agreement, the provisions of this Section 24 shall prevail. Except as otherwise provided in this Section 24, all remaining provisions of this Agreement shall apply to the Fixed Rate Loans in accordance with their terms.

YOUR BILLINGS RIGHTS
KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us in Case of Errors or Questions About Your Bill. If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

*Your name and account number.
*The dollar amount of the suspected error.
*Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your deposit account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice. We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including **FINANCE CHARGES**, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any **FINANCE CHARGES** related to any questioned amount. If we did not make a mistake, you may have to pay **FINANCE CHARGES**, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can not collect the first $50.00 of the questioned amount, even if your bill was correct.

Special Rule for Credit Card Purchases. If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or the services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within one-hundred (100) miles of your current mailing address; and

(b) The purchase price must have been more than $50.00.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

By signing below, you agree to the terms of this Agreement and you acknowledge that you have read and received a copy of this Agreement.

MERCY D NOEL

Pay to the order of

Without Recourse
Washington Mutual Bank

Cynthia A. Riley, Vice President

CFN 2004R0976082
OR Bk 22793 Pgs 0081 - 86; (6pgs)
RECORDED 11/04/2004 09:48:21
MTG DOC TAX 350.00
INTANG TAX 200.00
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

Recording requested by and, when recorded return to:
2150 CABOT BLVD. WEST

LANGHORNE, PA 19047
ATTN: GROUP 9, INC.

This Mortgage was prepared by:
MARJORIE JOSEPH
9640 NORTHEAST 2ND AVE
MIAMI SHORES, FL 33138

Loan number:
Washington Mutual

EQUITY LINE OF CREDIT MORTGAGE

THIS MORTGAGE is from
MERCY D NOEL AND TERTULIEN NOEL AND ANICEE NOEL

whose address is:
1212 NE 117 STREET MIAMI, FL 33161

("Borrower"); in favor of:
Washington Mutual Bank, FA, a federal association, which is organized and existing under the laws of the United States of America, and whose address is 400 E. Main Street, Stockton, CA 95290 ("Lender") and its successors or assigns.

1. **Granting Clause.** Borrower hereby grants, bargains, sells, conveys and mortgages to Lender and its successors and assignees, the real property in DADE County, Florida, described below, and all rights and interest in it Borrower ever gets:

LYING AND BEING LOCATED IN THE UNINCORPORATED AREA, COUNTY OF DADE, STATE OF FLORIDA; ALL THAT CERTAIN PARCEL OR TRACT OF LAND KNOWN AS:

LOT 8, OF BELFORD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, AT PAGE 96, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

Tax Parcel Number: 30-2232-018-0080
together with all insurance and condemnation proceeds related to it; all income, rents and profits from it; all plumbing, lighting, air conditioning and heating apparatus and equipment; and all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property, all of which at the option of Lender may be

considered to be either personal property or to be part of the real estate.

All of the property described above will be called the "Property." If any of the Property is subject to the Uniform Commercial Code, this Mortgage is also a Security Agreement which grants Lender, as secured party, a security interest in all such property.

2. **Obligation Secured.**

(a) This Mortgage is given to secure performance of each promise of Borrower contained herein or in a Home Equity Line of Credit Agreement and Disclosure with Lender with a maximum credit limit of $100,000.00 (the "Credit Agreement") including any extensions, renewals or modifications thereof, and repayment of all sums borrowed by Borrower under the Credit Agreement, with interest from the date of each advance until paid at the rates provided therein. The Credit Agreement provides for variable and fixed rates of interest. Under the Credit Agreement, the Borrower may borrow, repay and re-borrow from time to time, up to the maximum credit limit stated above, and all such advances shall be secured by the lien of this Mortgage. This Mortgage also secures payment of certain fees and charges payable by Borrower under the Credit Agreement, certain fees and costs of Lender as provided in Section 9 of this Mortgage and repayment of money advanced by Lender to protect the Property or Lender's interest in the Property, including advances made pursuant to Section 6 below. The Credit Agreement provides that unless sooner repaid, the Debt is due and payable in full on 10/23/2034 (the "Maturity Date"). All of this money is called the "Debt." In addition to the Debt secured by this Mortgage, this Mortgage shall also secure and constitute a lien on the Property for all future advances made by Lender to Borrower for any purpose within 20 years after the date of this Mortgage, just as if the advance made by were made on the date of this Mortgage. Any future advance may be made in accordance with the terms of the Credit Agreement or at the option of Lender. The total amount of the indebtedness that may be secured by this in accordance with the terms of the Credit Agreement or Mortgage may increase or decrease from time to time but the total unpaid balance secured at any one time by this Mortgage shall not exceed two times the maximum credit limit that is set forth in Paragraph 2(a) of this Mortgage, together with accrued interest and all of Lender's costs, expenses and disbursements made under this Mortgage.

3. **Representations of Borrower.** Borrower represents that:

(a) Borrower is the owner of the Property, which is unencumbered except by: easements reservations, and restrictions of record not inconsistent with the intended use of the Property and any existing first mortgage or mortgage given in good faith and for value, the existence of which has been disclosed in writing to Lender; and

(b) The Property is not used for any agricultural or farming purposes.

4. **Promises of Borrower.** Borrower promises:

(a) To keep the Property in good repair and not to remove, alter or demolish any of the improvements on the Property, without first obtaining Lender's written consent;

(b) To allow representatives of Lender to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To see to it that this Mortgage remains a valid lien on the Property superior to all liens except those described in Section 3(a); and

(f) To keep the improvements on the Property insured by a company satisfactory to Lender against fire and extended coverage perils, and against such other risks as Lender may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Lender. Lender will be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause. The amount collected under any insurance policy may be applied upon any indebtedness hereby secured in the same manner as payments under the Note or, at Lender's sole option, released to Borrower. In the event of foreclosure or sale of the Property all rights of the Borrower in insurance policies then in force shall pass to the purchaser.

5. **Sale, Transfer or Further Encumbrance of Property**. The loan is personal to Borrower, and the entire Debt shall be accelerated and become immediately due and payable in full upon any sale or other transfer of the Property or any interest therein by Borrower including, without limit, further encumbrance of the Property. A sale or other transfer of the Property or any interest therein by Borrower without the full payment of the Debt shall constitute an event of default hereunder.

6. **Curing of Defaults**. If Borrower fails to comply with any of the covenants in Section 4, including all the terms of any prior mortgage or mortgage, Lender may take any action required to comply with any such covenants without waiving any other right or remedy it may have for Borrower's failure to comply. Repayment to Lender of all the money spent by Lender on behalf of Borrower shall be secured by this Mortgage. The amount spent shall bear interest at the rates from time to time applicable under the Credit Agreement and be repayable by Borrower on demand. Although Lender may take action under this paragraph, Lender is not obligated to do so.

7. **Remedies For Default.**

(a) Prompt performance under this Mortgage is essential. If Borrower doesn't pay any installment of the Debt on time, or any other event occurs that entitles Lender to declare the unpaid balance of the Debt due and payable in full under the Credit Agreement, the Debt and any other money whose repayment is secured by this Mortgage shall immediately become due and payable in full, at the option of the Lender and the total amount owed by Borrower on the day repayment in full is demanded, including all unpaid interest, will thereafter bear interest at the rate specified in the Credit Agreement.

(b) Upon the occurrence of a default as set forth in Paragraph 7(a) above, Lender may institute an action to foreclose this Mortgage under Florida law. Lender may seek any other remedies available to it under applicable Florida law.

(c) The foreclosure of this Mortgage is not the exclusive remedy of Lender to collect the Debt. Lender may, upon the occurrence of a default, as set forth in Paragraph 7(a) above, institute any other remedies available to a creditor under Florida law. In connection with any portion of the Property which is personal property, Lender shall further be entitled to exercise the rights of a secured party under the Uniform Commercial Code as then in effect in the State of Florida.

(d) By accepting payment of any sum secured by this Mortgage after its due date, Lender does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. **Condemnation; Eminent Domain**. In the event any portion of the Property is taken or damaged in an eminent domain proceeding, the entire amount of the award, or such portion as may be necessary to fully satisfy the obligation secured by this Mortgage shall be paid to Lender to be applied to the obligation in the same manner as payments under the Credit Agreement.

9. **Fees and Costs**. Borrower shall pay Lender's reasonable cost of searching records, other reasonable expenses as allowed by law, and reasonable attorney's fees, in any lawsuit or other proceeding to foreclose this Mortgage, in any lawsuit or proceeding which Lender is obligated to prosecute or defend to protect the lien of this Mortgage and, in any other action taken by Lender to collect the Debt, including without limitation any disposition of the Property under the Uniform Commercial Code; and, any action taken in bankruptcy proceedings as well as any appellate proceedings.

10. **Release**. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage. Borrower shall pay Lender a release fee, unless prohibited by law, and for all recordation costs of any satisfaction of this Mortgage.

11. **Limitation of Future Advances**. In the event Borrower executes a Notice of Limitation of Future Advances of this Mortgage in accordance with Florida law, Borrower shall send a copy of

each Notice by prepaid certified mail within two (2) business days of execution thereof to the attention of Loan Service Director at:
WASHINGTON MUTUAL BANK, FA
CONSUMER LENDING -- BR2CLFL
PO BOX 6868
LAKE WORTH, FL 33466

The Notice of Limitation of Future Advances of this Mortgage will not be effective unless notice is provided to Lender as set forth above.

12. **Payoff and Similar Statements**. Unless prohibited by law, Lender may collect a fee in the amount determined by Lender, for furnishing a payoff demand statement or similar statement.

13. **Miscellaneous**. This Mortgage shall benefit and obligate the heirs, devisees, legatees, administrators, executors, successors, and assigns of the parties hereto. The words used in this Mortgage referring to one person shall be read to refer to more than one person if two or more have signed this Mortgage or become responsible for doing the things this Mortgage requires. This Mortgage shall be governed by and construed in accordance with federal law and to the extent federal law does not apply, the laws of the State of Florida. In the event of any action hereunder or related hereto, and subject to applicable law, Borrower hereby waives any right to a jury trial. If any provision of this Mortgage is determined to be invalid under law, that fact shall not invalidate any other provision of this Mortgage, but the Mortgage shall be construed as if not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

☐ If this box is checked, ______________________ joins in the execution and delivery of this Mortgage to induce Lender to make the loan and to create a valid, enforceable lien under Florida homestead law, ______________________ does not undertake any responsibility for payments of the note secured by this Mortgage or the performance of any warranties, terms, or conditions of the Mortgage.

DATED at Miami Shores Florida this 19 day of October, 2004

BORROWER(S):

MERCY D NOEL

TERTULIEN NOEL

ANICEE NOEL

The undersigned executes this instrument only to subordinate any interest he/she may acquire including without reservation any homestead/dower rights and to acknowledge all the terms and covenants contained in this Security Instrument and any rider(s) thereto and agrees to be bound hereby.

LINDA JOSEPH

Witness Signature:
Witness Printed Name: Marjorie Joseph

Witness Signature:
Witness Printed Name: Ryan Lamont

STATE OF Florida)
) ss.
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 19 day of October 2004
by MERCY D NOEL and
LINDA JOSEPH and
TERTULIEN NOEL and
ANICEE NOEL and
and
and
and

who is/are personally known to me or has produced Florida Driver's License & Resident Alien as identification.

Printed/Typed Name: Marjorie Joseph
Notary public in and for the state of Florida
Commission Number: DD283732

MARJORIE JOSEPH
Notary Public - State of Florida
My Commission Expires Jan 22, 2008
Commission # DD 283732

CFN: 20130246876 BOOK 28557 PAGE 2400
DATE:04/01/2013 01:21:28 PM
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

When Recorded Return To:
JPMorgan Chase Bank, NA
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Loan #:

ASSIGNMENT OF MORTGAGE

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA, 71203, (ASSIGNOR),** by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).**

Said Mortgage was made by **MERCY D. NOEL AND TERTULIEN NOEL AND ANICEE NOEL** and recorded in Official Records of the Clerk of the Circuit Court of MIAMI-DADE County, Florida, in Book 22793, Page 0081, and/or Instrument # 2004R0976082, upon the property situated in said State and County as more fully described in said Mortgage.

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

This Assignment is intended to further memorialize the transfer that occured by operation of law on September 25, 2008 as authorized by Section 11(d)(2)(G)(i)(II) of the Federal Deposit Insurance Act, 12 U.S.C. S1821 (d)(2)(G)(i)(II)

IN WITNESS WHEREOF, this Assignment is executed on 03/25/2013 (MM/DD/YYYY)
FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA, by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, its Attorney-in-Fact

By: LaQuina Wilson Doaty
VICE PRESIDENT

(Seal)
JPMorgan Chase Bank, National Association
CORPORATE
JPMorganChase
SEAL
2004

Witnesses:

Saralynn Manty

Kaila A Murphy

STATE OF LOUISIANA PARISH OF OUACHITA
On 03/25/2013 (MM/DD/YYYY), before me appeared LaQuina Wilson Doaty, to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK F/K/A WASHINGTON MUTUAL BANK, FA and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Angela Ruth Payne
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

ANGELA RUTH PAYNE
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 60422

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

CFN 2004R0812233
OR Bk 22660 Pgs 3326 - 3327; (2pgs)
RECORDED 09/16/2004 11:53:15
DEED DOC TAX 0.60
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

LF298-04
R298-04

QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 16 day of SEPT. , 2004,
by first party, Grantor, TERTULIEN NOEL & W ANICEE
whose post office address is 1212 NE 117 ST MIAMI FL 33161
to second party, Grantee, MERCY D. NOEL & TERTULIEN NOEL & W ANICEE
whose post office address is 1212 NE 117 ST. MIAMI Fl 33161

WITNESSETH, That the said first party, for good consideration and for the sum of ZERO Dollars ($ Ø.00) paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of MIAMI-DADE , State of FLORIDA to wit:

32 52 42 BEIFORD SUB PB 56-96 LOT 8 LOT SIZE 75.000 X
126 OR 14509-2921 0390 1
PB 56-96 - HOMESTEAD
LOT 8 BLK 1

Rev. 10/01

ZAAB

2

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Linda Joseph	Tertulien Noel
Signature of Witness	Signature of First Party
LINDA JOSEPH	TERTULIEN NOEL
Print name of Witness	Print name of First Party
William Debe	Anicee Noel
Signature of Witness	Signature of First Party
WILLIAMSON DEBE	ANICEE NOEL
Print name of Witness	Print name of First Party

State of
County of }
On September 16, 2004 before me, ,
appeared Tertulien Noel, Anicee Noel & Mercy D. Noel
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Karol M. Geimer
Signature of Notary

NOTARY PUBLIC • STATE OF FLORIDA
Karol M. Geimer
Commission # DD 066582
Expires Nov. 7, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Affiant X Known _____ Produced ID
Type of ID __________
(Seal)

State of
County of }
On before me, ,
appeared
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

____
Signature of Notary

Affiant _____ Known _____ Produced ID
Type of ID __________
(Seal)

____
Signature of Preparer

____
Print Name of Preparer

____
Address of Preparer