

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL
CIRCUIT OF FLORIDA IN AND FOR MARTIN
COUNTY
GENERAL JURISDICTION DIVISION
CASE NO. 07-311-CA

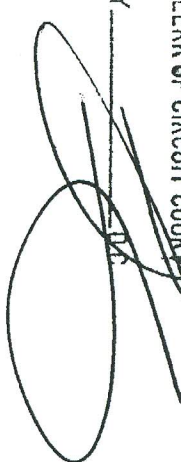
DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE FOR
CERTIFICATEHOLDERS OF SOUNDVIEW
HOME LOAN TRUST 2005-OPT4, ASSET-
BACKED CERTIFICATES, SERIES 2005-
OPT4,

Plaintiff,

vs.

AMENDED COMPLAINT

NICOLE WEST, IF LIVING, AND IF DEAD,
THE UNKNOWN SPOUSE, HEIRS,
DEVISEES, GRANTEES, ASSIGNEES,
LIENORS, CREDITORS, TRUSTEES AND
ALL OTHER PARTIES CLAIMING AN
INTEREST BY, THROUGH, UNDER OR
AGAINST NICOLE WEST; TIMOTHY
WEST, IF LIVING, AND IF DEAD, THE
UNKNOWN SPOUSE, HEIRS, DEVISEES,
GRANTEES, ASSIGNEES, LIENORS,
CREDITORS, TRUSTEES AND ALL
OTHER PARTIES CLAIMING AN
INTEREST BY, THROUGH, UNDER OR
AGAINST TIMOTHY WEST; PINEAPPLE
PLANTATION PROPERTY OWNERS
ASSOCIATION, INC; UNKNOWN TENANT;
Defendants.

FILED FOR RECALL
MARTIN CO., FL
2007 MAR 23 PM 12:25
MARSHA EWING
CLERK OF CIRCUIT COURT
BY 

Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR
CERTIFICATEHOLDERS OF SOUNDVIEW HOME LOAN TRUST 2005-OPT4, ASSET-BACKED
CERTIFICATES, SERIES 2005-OPT4, sues Defendants named in the caption hereof and
alleges:

COUNT I

FORECLOSURE OF MORTGAGE

1. This is an action to foreclose a mortgage on real property in Martin County, Florida.
2. On September 8, 2005, NICOLE WEST, executed and delivered a promissory note and NICOLE WEST AND TIMOTHY WEST, executed and delivered a mortgage securing payment of same to OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION, which mortgage was recorded on September 15, 2005 in Official Records Book 02060, page 1931 of the Public Records of Martin County, Florida, and which mortgaged the property described therein, then owned by and in possession of said mortgagor, copies of said note and mortgage being attached hereto.
3. Plaintiff owns and holds said note and mortgage.

4. Said property is now owned by Defendants, NICOLE WEST, IF LIVING, AND IF DEAD, THE UNKNOWN SPOUSE, HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHER PARTIES CLAIMING AN INTEREST BY, THROUGH, UNDER OR AGAINST NICOLE WEST; TIMOTHY WEST, IF LIVING, AND IF DEAD, THE UNKNOWN SPOUSE, HEIRS, DEVISEES, GRANTEES, ASSIGNEES, LIENORS, CREDITORS, TRUSTEES AND ALL OTHER PARTIES CLAIMING AN INTEREST BY, THROUGH, UNDER OR AGAINST TIMOTHY WEST.

5. There has been a default under the note and mortgage held by Plaintiff in that the payment due October 1, 2006, and all subsequent payments have not been made.

6. Plaintiff declares the full amount due under said note and mortgage to be now due.

7. There is now due, owing and unpaid to Plaintiff herein FOUR HUNDRED EIGHT THOUSAND SIX HUNDRED FORTY-THREE AND 63/100 (\$408,643.63) in principal of said note and mortgage, interest as provided therein from September 1, 2006 and title search expense for ascertaining necessary parties to this suit.

8. Plaintiff has obligated itself to pay the undersigned attorney a reasonable fee for his services herein.

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

10. Unknown tenant may claim an interest in the property being foreclosed by virtue of his or her occupancy of the property. Any such interest is subordinate and inferior to the lien of the mortgage being foreclosed herein.

11. As the subject property's homeowner's association, PINEAPPLE PLANTATION PROPERTY OWNERS ASSOCIATION, INC may claim an interest in the property which is the subject of this action. Any such interest is subordinate and inferior to the lien of the mortgage being foreclosed herein.

WHEREFORE, Plaintiff demands judgment foreclosing the mortgage and such other relief as is just and proper in the premises.

COUNT II

REESTABLISHMENT OF PROMISSORY NOTE

12. This is an action to reestablish a Promissory Note pursuant to Section 71.011 and 673.3091, Florida Statutes.

13. On September 8, 2005 at Martin County, Florida, a Promissory Note was executed and delivered by NICOLE WEST and Mortgage were executed and delivered by NICOLE WEST AND TIMOTHY WEST, in favor of OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION in the principal amount of \$408,800.00. A substantial copy of said note is attached hereto.

14. The subject Promissory Note has been lost or destroyed and is not in the custody or control of the Plaintiff who is the owner and holder of the subject Note and Mortgage and its whereabouts cannot be determined. Plaintiff neither has any knowledge as to when the subject Promissory Note was lost or destroyed, nor as to the manner of loss or destruction.

15. Plaintiff knows of no parties other than those named in this Complaint who are interested for or against reestablishment of the subject Note.

16. Plaintiff or its predecessor(s) was in possession of the Promissory Note and was entitled to enforce it when the loss of possession occurred.

17. The loss of possession was not the result of a transfer or a lawful seizure. Plaintiff cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

WHEREFORE, Plaintiff prays this Court reestablish said lost instrument so that the copy filed herein will have the effect of the original document. Plaintiff further prays that the Court will grant such other relief as may be just and equitable in the circumstances.

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by regular U.S. mail to the parties on the attached service list this _____ day of _____, 2007

NICOLE WEST
454 NW FETTERBUSH WAY
JENSEN BEACH, FL 34957

TIMOTHY WEST
454 NW FETTERBUSH WAY
JENSEN BEACH, FL 34957

UNKNOWN TENANT
454 NW FETTERBUSH WAY
JENSEN BEACH, FL 34957

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BY: 
MARISOL MORALES
Fla. Bar No. 0147478

Notice Required by the Fair Debt Collection Practices Act

Unless you dispute the validity of this debt or any portion thereof within 30 days after receipt of this notice, the debt will be assumed to be valid. If you notify this office within the 30 day period that the debt or any portion thereof is disputed, we will obtain verification of the debt and a copy of the verification will be mailed to you. (We will suspend our collection efforts until we have provided this information to you.) Upon your written request within the 30 day period we will provide you with the name and address of the original creditor, if different from the current creditor.

This is an attempt to collect a debt and any information obtained will be used for that purpose.