

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT OF THE  
STATE OF FLORIDA, IN AND FOR HILLSBOROUGH COUNTY  
CIVIL DIVISION  
U.S. BANK, NA AS TRUSTEE FOR CCB LIBOR SERIES  
2006-2 TRUST,

Plaintiff,

vs.

CASE NO. 09-2009-CA-  
02576-DIVISION F

Defendant(s).

MOTION TO REFORM THE ASSIGNMENT OF MORTGAGE AND  
CORRECT SCRIVENER'S ERROR IN THE COMPLAINT, LIS  
PENDENS, AND ASSIGNMENT OF MORTGAGE

COMES NOW, the Plaintiff, U.S. BANK, NA AS TRUSTEE FOR CCB LIBOR SERIES 2006-2 TRUST, and moves this Honorable Court for an Order Reforming the Assignment of Mortgage and Correcting Scrivener's Error in the Plaintiff's name on the Complaint, Lis Pendens, and Assignment of Mortgage and support thereof alleging:

1. On November 16, 2009, an assignment of mortgage was recorded in the public records of Hillsborough County at Official Records bk [REDACTED] pg [REDACTED]
2. On October 8, 2009, a complaint of Foreclosure was filed in the Circuit Court of Hillsborough County, Florida.
3. There was an error contained in the Plaintiff name, which should read: U.S. Bank, N.A. as trustee relating to Chevy Chase Funding LLC Mortgage Backed Certificates Series 2006-2.
4. Plaintiff's attorney was directed to file in the name of U.S. Bank, N.A. as trustee for CCB Libor Series 2006-2 Trust, which does not exist. The Libor Index is used to calculate the interest rate on the adjustable rate mortgages and was inadvertently inserted in the name.
5. An assignment of mortgage into the improperly named entity was recorded, however no such entity exists. A corrective assignment of mortgage has been executed and has been or will be recorded and is attached hereto as Plaintiff's Exhibit "Z".
6. The intent of the parties was to assign the mortgage to U.S. Bank, N.A. as trustee relating to Chevy Chase Funding LLC Mortgage Backed Certificates Series 2006-2 as that entity is the owner and holder of the note and mortgage. It was through mistake that the name was incorrectly listed on the assignment of mortgage and subsequent foreclosure pleading.

This case involved an  
Assignment of Mortgage to a non-existent trust.

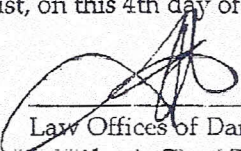


7. It is well established that equity will reform the instrument so as to conform to the intent of the parties and relief should be given where, through a mistake of the scrivener, the instrument contains a clerical error.

8. In support thereof Plaintiff would state that no party would be prejudiced by this correction of the scrivener's error and by ordering the correction, this matter would be resolved quickly, inexpensively, and fairly to all of the parties.

WHEREFORE, the plaintiff prays that this Honorable Court will enter an Order Reforming the Assignment of Mortgage and Correcting Scrivener's Error in the Assignment of Mortgage, Complaint, and Lis Pendens.

I hereby certify that a copy of the foregoing has been furnished by U.S. Mail to all parties on attached Master Civil Service List, on this 4th day of June, 2010.



---

Law Offices of Daniel C. Consuegra  
Jennifer A. Sesta/Florida Bar #0966339  
9204 King Palm Drive  
Tampa, FL 33619-1328  
Tel (813) 915-8660/Fax (813) 915-0559