

GENERAL JURISDICTION DIVISION
CASE NO: 2007-CA-229 DIV. H

EMC MORTGAGE CORPORATION,
PLAINTIFF
VS.

JORGE FERNANDEZ, ET AL
DEFENDANT(S)

AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is attorney-in-fact on behalf of the Plaintiff in the above styled action. The Plaintiff has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true.

5. Plaintiff is the owner and holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

PRINCIPAL BALANCE OF NOTE: \$277,500.00

INTEREST THEREON AT \$62.72 PER DIEM
FROM SEPTEMBER 1, 2006 TO AUGUST 6, 2007: \$21,362.24

The next 56 pages contain Affidavits from Cheryl Samons for 19 different institutions. Take note of all of the varying signatures, including the notaries.

APPRAISAL(S): \$148.90
NON-SUFFICIENT FUNDS FEES: \$30.00
TOTAL DUE TO PLAINTIFF AS OF THE DATE
HEREOF (EXCLUSIVE OF COSTS INCURRED BY
PLAINTIFF'S ATTORNEY): \$299,041.14

- 5a. All late charges were accrued prior to acceleration of the loan.
6. The street address of the subject property is 2812 43RD STREET SW, LEHIGH ACRES, FL 33971.
7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$62.72 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.
8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.
9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

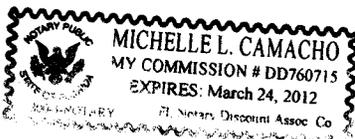
EMC MORTGAGE CORPORATION

By: _____
CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
Its Attorney-in-Fact, pursuant to Power of Attorney recorded
in the Public Records of Broward County, Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 15 day of Oct, 2008 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of EMC MORTGAGE CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of Oct, 2008.



Michelle L. Camacho
NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 36-2008-CA-021207

FIRST HORIZON HOME LOANS, A
DIVISION OF FIRST TENNESSEE
BANK, NATIONAL ASSOCIATION
PLAINTIFF

VS.

RYAN VANDERHEYDEN, ET AL
DEFENDANT(S)

AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is attorney-in-fact on behalf of FIRST HORIZON HOME LOANS, A DIVISION OF FIRST TENNESSEE BANK, NATIONAL ASSOCIATION, the Plaintiff in the above styled action. The Plaintiff has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$178,783.92 |
| INTEREST THEREON AT \$29.39 PER DIEM FROM MARCH 1, 2008 TO MARCH 15, 2009: | \$11,138.51 |
| LATE CHARGES: | \$221.84 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$60.00 |
| AD VALOREM TAXES: | \$1,769.94 |
| HAZARD INSURANCE PREMIUMS: | \$959.42 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$192,933.63 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 2707 NE 6TH AVENUE, CAPE CORAL, FL 33909.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$29.39 for each day after the date of this affidavit; and subsequent to the defaults alleged in the

Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

FIRST HORIZON HOME LOAN CORPORATION
By: _____
CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
Its Attorney-in-Fact, pursuant to Power of Attorney
recorded in the Public Records of Broward County,
Florida

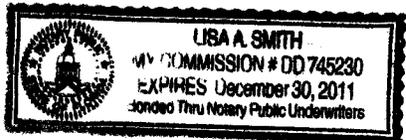
STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 6th day of March 2009 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of FIRST HORIZON HOME LOAN CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of February, 2009.



NOTARY PUBLIC:
MY COMMISSION EXPIRES: _____



of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$160,717.61 |
| INTEREST THEREON AT \$26.97 PER DIEM FROM DECEMBER 1, 2007 TO JULY 14, 2008: | \$6,092.92 |
| LATE CHARGES: | \$148.11 |
| MORTGAGE INSURANCE PREMIUMS: | \$114.68 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$8.50 |
| PROPERTY PRESERVATION: | \$35.00 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$167,116.82 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 10953 LEITNER CREEK DR, UNIT # 121, BONITA SPRINGS, FL. 34156.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$26.97 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

BANK OF AMERICA, N.A.

By:

CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
Its Attorney-in-Fact, pursuant to Power of Attorney
recorded in the Public Records of Broward County,
Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 5 day of September, 2008 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of BANK OF AMERICA, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 5 day of September, 2008.

NOTARY PUBLIC-STATE OF FLORIDA
 Marjolaine Langlois
Commission # DD560070
Expires: JUNE 04, 2010
BONDED THRU ATLANTIC BONDING CO., INC.



NOTARY PUBLIC:
MY COMMISSION EXPIRES: _____

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 08-CA-06650

US BANK, NA AS TRUSTEE OF
GPMFT 2007-AR1

PLAINTIFF

VS.

AIDA HAAG, ET AL

DEFENDANT(S)

**AMENDED AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT
EXHIBIT "A"**

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is an authorized signatory of the Law Offices of David J. Stern, P.A., as Attorney-in-Fact for GMAC MORTGAGE, LLC, mortgage loan servicing agent on behalf of the Plaintiff in the above styled action. GMAC MORTGAGE, LLC has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.
2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.
3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or

from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$258,261.50 |
| INTEREST THEREON AT \$59.26 PER DIEM FROM OCTOBER 1, 2007 TO NOVEMBER 1, 2008: | \$20,865.68 |
| LATE CHARGES: | \$210.06 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$101.25 |
| APPRAISAL(S): | \$278.00 |
| AD VALOREM TAXES: | \$9,136.02 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$288,852.51 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 1316 SW 7 COURT, CAPE CORAL, FL 33911.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$59.26 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and

obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

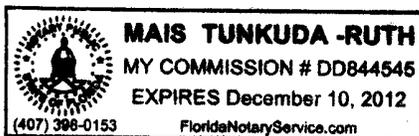
GMAC MORTGAGE, LLC

By: 
BETH CERNI
as Authorized Signatory of The Law Offices of
David J. Stern, P.A., pursuant to Corporate
Resolution, Its Attorney-in-Fact, pursuant to Power
of Attorney, both recorded in the Public Records of
Broward County, Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 29 day of December, 2008 within my jurisdiction, the within named BETH CERNI, as Authorized Signatory of the Law Offices of David J. Stern, P.A., as Attorney in Fact for and on behalf of GMAC MORTGAGE, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of December, 2008.




NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 36-2008-CA-3875 DIV I

FEDERAL HOME LOAN MORTGAGE
CORPORATION
PLAINTIFF

VS.

DARIAN A. BUSBY, ET AL
DEFENDANT(S)

AMENDED AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is attorney-in-fact on behalf of the Plaintiff in the above styled action. The Plaintiff has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.
2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.
3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course

of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|-------------|
| PRINCIPAL BALANCE OF NOTE: | \$55,525.94 |
| INTEREST THEREON AT \$10.65 PER DIEM FROM AUGUST 1, 2007 TO SEPTEMBER 4, 2008: | \$4,242.65 |
| LATE CHARGES: | \$101.80 |
| PROPERTY PRESERVATION FEES: | \$745.00 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$103.50 |
| AD VALOREM TAXES: | \$1,171.03 |
| HAZARD INSURANCE PREMIUMS: | \$2,128.49 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$64,018.41 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 8061 PENNSYLVANIA BLVD., FT. MYERS, FL 33967.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$10.65 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect

BANK OF AMERICA, N.A.

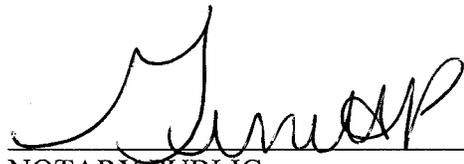
By: _____
CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
Its Attorney-in-Fact, pursuant to Power of Attorney
recorded in the Public Records of Broward County,
Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 20th day of August, 2008 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of BANK OF AMERICA, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of August, 2008.

NOTARY PUBLIC-STATE OF FLORIDA
Ginette Pierre
Commission #DD729686
Expires: OCT. 28, 2011
BONDED THRU ATLANTIC BONDING CO., INC.



NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

GENERAL JURISDICTION DIVISION
CASE NO: 08-CA-0002350-0

FLAGSTAR BANK, FSB
PLAINTIFF

VS.

ESTEBAN ARISTIZABAL, ET AL
DEFENDANT(S)

AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is attorney-in-fact on behalf of the Plaintiff in the above styled action. The Plaintiff has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.
2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.
3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true.

5. Plaintiff is the owner and holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$204,284.21 |
| INTEREST THEREON AT \$38.48 PER DIEM FROM SEPTEMBER 1, 2007 TO MAY 2, 2008: | \$9,401.52 |
| LATE CHARGES: | \$475.93 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$187.50 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$214,349.16 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 413 NW 16TH PLACE, CAPE CORAL, FL 33993.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$38.48 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

FLAGSTAR BANK, FSB

By: _____
CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
Its Attorney-in-Fact, pursuant to Power of Attorney
recorded in the Public Records of Broward County,
Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 12 day of ~~April~~ ^{Sept}, 2008 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of FLAGSTAR BANK, FSB, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of ~~April~~ ^{Sept}, 2008.

NOTARY PUBLIC-STATE OF FLORIDA
Ginette Pierre
Commission # DD729686
Expires: OCT. 28, 2011
BONDED THRU ATLANTIC BONDING CO, INC.



NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO:
08-CA-001941

THE BANK OF NEW YORK TRUST
COMPANY, N.A. AS SUCCESSOR TO
JPMORGAN CHASE BANK, NA AS
TRUSTEE

PLAINTIFF

VS.

RAMON GONZALEZ, ET AL

DEFENDANT(S)

**AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is an authorized signatory of the Law Offices of David J. Stern, P.A., as Attorney-in-Fact for GMAC MORTGAGE, LLC, mortgage loan servicing agent on behalf of the Plaintiff in the above styled action. GMAC MORTGAGE, LLC has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.
2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$256,500.00 |
| INTEREST THEREON AT \$53.58 PER DIEM FROM AUGUST 1, 2007 TO AUGUST 19, 2008: | \$20,576.17 |
| LATE CHARGES: | \$407.45 |
| PROPERTY PRESERVATION: | \$59.32 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$78.75 |
| APPRAISAL(S): | \$85.00 |
| HAZARD INSURANCE PREMIUMS: | \$6,180.43 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$283,887.12 |

5a. All late charges were accrued prior to acceleration of the loan.

5b. The Declaration of Covenants of DANIELS PRESERVE HOMEOWNERS' ASSOCIATION, INC., upon which Plaintiff relied in its purchase of the subject loan, provides that the lien of the Association is subordinate to that of a first mortgagee

6. The street address of the subject property is 12065 COUNTRY DAY CIR, FORT MYERS, FL 33913.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$53.58 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

GMAC MORTGAGE, LLC

By:

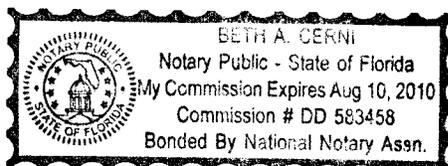
CHERYL SAMONS

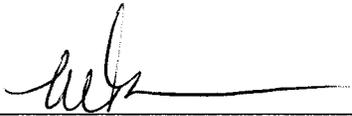
as Authorized Signatory of The Law Offices of David J. Stern, P.A., pursuant to Corporate Resolution, Its Attorney-in-Fact, pursuant to Power of Attorney, both recorded in the Public Records of Broward County, Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 19 day of ~~August~~ September, 2008 within my jurisdiction, the within named CHERYL SAMONS, as Authorized Signatory of the Law Offices of David J. Stern, P.A., as Attorney in Fact for and on behalf of GMAC MORTGAGE, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 19 day of ~~August~~ September, 2008.





NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 08-CA-1065

COUNTRYWIDE HOME LOANS, INC
PLAINTIFF

VS.

RUSSELL BELCHER, ET AL

DEFENDANT(S)

AMENDED AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is attorney-in-fact on behalf of COUNTRYWIDE HOME LOANS, INC, the Plaintiff in the above styled action. The Plaintiff has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course

of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$320,266.79 |
| INTEREST THEREON AT \$68.00 PER DIEM FROM JULY 1, 2007 TO DECEMBER 4, 2008: | \$35,366.91 |
| LATE CHARGES: | \$310.26 |
| MORTGAGE INSURANCE PREMIUMS: | \$2,348.73 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$195.00 |
| AD VALOREM TAXES: | \$4,623.21 |
| HAZARD INSURANCE PREMIUMS: | \$5,285.16 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$368,396.06 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 2833 PALM BEACH BLVD #706, FT. MYERS, FL 33916 A/K/A 2825 PALM BEACH BLVD #706, FT. MYERS, FL 33916.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$68.00 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

COUNTRYWIDE HOME LOANS, INC

By: _____
CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
Its Attorney-in-Fact, pursuant to Power of Attorney
recorded in the Public Records of Broward County,
Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 2nd day of November, 2008 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of COUNTRYWIDE HOME LOANS, INC, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of November, 2008.



A large, handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be "J. Stern".

NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR
LEE COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 08-CA-216

AURORA LOAN SERVICES, LLC
PLAINTIFF

VS.

MARK E. BUCHOLTZ, ET AL
DEFENDANT(S)

**NOTICE OF FILING AMENDED AFFIDAVIT IN SUPPORT OF PLAINTIFF'S
MOTION FOR SUMMARY JUDGMENT**

Plaintiff, by and through its undersigned counsel, hereby gives notice of filing the attached original AMENDED AFFIDAVIT IN SUPPORT OF PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT in the Court file in this Cause.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Filing was mailed this 29 day of May, 2008 to:

MARK E. BUCHOLTZ
UNKNOWN SPOUSE OF MARK E. BUCHOLTZ N/K/A AMBER M. BUCHOLTZ
2038 NE 18TH ST
CAPE CORAL, FL 33909

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC
C/O BEN KAHRL, SENIOR COUNSEL
1595 SPRING HILL ROAD, STE 310
VIENNA, VA 22182



Kim F. Stevens, Esq
Law Offices of David J. Stern
900 South Pine Island Road, Suite 400
Plantation, FL 33324-3920
(954) 233-8000
Florida Bar #: 0543136

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 08-CA-216

AURORA LOAN SERVICES, LLC
PLAINTIFF

VS.

MARK E. BUCHOLTZ, ET AL
DEFENDANT(S)

AMENDED AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is attorney-in-fact on behalf of the Plaintiff in the above styled action. The Plaintiff has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course

of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the owner and holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$180,000.00 |
| INTEREST THEREON AT \$30.21 PER DIEM FROM AUGUST 1, 2007 TO JUNE 26, 2008: | \$9,942.64 |
| LATE CHARGES: | \$183.76 |
| PROPERTY PRESERVATION FEES: | \$840.00 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$72.00 |
| AD VALOREM TAXES: | \$2,924.56 |
| HAZARD INSURANCE PREMIUMS: | \$2,504.66 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$196,467.62 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 1215 SE 15TH TERRACE, CAPE CORAL, FL 33990.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$30.21 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

AURORA LOAN SERVICES, LLC

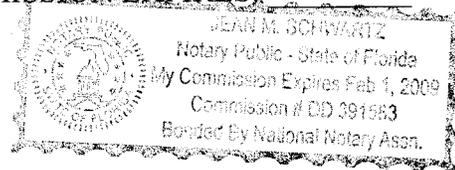
By: _____
CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
Its Attorney-in-Fact, pursuant to Power of Attorney
recorded in the Public Records of Broward County,
Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 29 day of May, 2008 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of AURORA LOAN SERVICES, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of May, 2008.

NOTARY PUBLIC:
MY COMMISSION EXPIRES:



IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 2008-CA-018348

INDYMAC BANK, F.S.B.
PLAINTIFF

VS.

LUIS A. RIVERA, ET AL
DEFENDANT(S)

AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is attorney-in-fact on behalf of INDYMAC BANK, F.S.B., mortgage loan servicing agent on behalf of the Plaintiff in the above styled action. INDYMAC BANK, F.S.B. has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course

of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$373,000.00 |
| INTEREST THEREON AT \$63.87 PER DIEM FROM JANUARY 1, 2008 TO DECEMBER 31, 2008: | \$23,285.91 |
| LATE CHARGES: | \$971.40 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$55.00 |
| APPRAISAL(S): | \$145.00 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$397,457.31 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 3535 CHERRY BLOSSOM COURT, UNIT 201, ESTERO, FLORIDA 33928.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$63.87 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

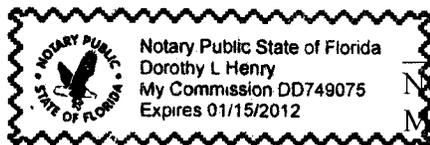
INDYMAC BANK, F.S.B.

By: _____
CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
Its Attorney-in-Fact, pursuant to Power of Attorney
recorded in the Public Records of Broward County,
Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 12 day of January, 2009 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of INDYMAC BANK, F.S.B., known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 12 day of January, 2009.



Dorothy Henry
NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 08-CA-011563

**CITIMORTGAGE, INC., SUCCESSOR
BY MERGER TO ABN AMRO
MORTGAGE GROUP, INC
PLAINTIFF**

VS.

**NEIL SUTTON, JR , ET AL
DEFENDANT(S)**

AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT "A"

STATE OF FLORIDA
COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is attorney-in-fact on behalf of CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC, the Plaintiff in the above styled action. The Plaintiff has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.
2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.
3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or

from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$223,432.20 |
| INTEREST THEREON AT \$42.08 PER DIEM FROM OCTOBER 1, 2007 TO JANUARY 24, 2009: | \$20,169.15 |
| LATE CHARGES: | \$1,103.55 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$210.00 |
| AD VALOREM TAXES: | \$6,795.82 |
| HAZARD INSURANCE PREMIUMS: | \$1,840.08 |
| PROPERTY PRESERVATION: | \$721.00 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$254,271.80 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 3224 NW 1ST AVE, CAPE CORAL, FL 33993 .

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$42.08 for each day after the date of this affidavit; and subsequent to the defaults alleged in the

Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

CITIMORTGAGE, INC.

By: _____
CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
~~Its Attorney-in-Fact, pursuant to Power of Attorney~~
recorded in the Public Records of Broward County,
Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 9 day of January, 2009 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of CITIMORTGAGE, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of January, 2009



NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

 PUBLIC - STATE OF FLORIDA
Corin Valerio
Commission #DD649707
Expires: MAR. 12, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 36-2008-CA-007729

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION, AS
TRUSTEE
PLAINTIFF

VS.

NADIA SILBER, ET AL
DEFENDANT(S)

AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is attorney-in-fact on behalf of EMC Mortgage Corporation as servicing agent for the Plaintiff in the above styled action. The servicing agent has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the servicing agent concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the

time by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$196,560.00 |
| INTEREST THEREON AT \$44.43 PER DIEM FROM NOVEMBER 2, 2007 TO JUNE 14, 2008: | \$10,037.01 |
| LATE CHARGES: | \$337.85 |
| NON-SUFFICIENT FUNDS FEES: | \$50.00 |
| APPRAISAL(S): | \$7.95 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$206,992.81 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 5180 PARK ROAD, #2, FORT MYERS, FL 33908.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$44.43 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

EMC MORTGAGE CORPORATION

By: _____
CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
Its Attorney-in-Fact, pursuant to Power of Attorney
recorded in the Public Records of Broward County,
Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 6 day of ~~July~~ August, 2008 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of EMC MORTGAGE CORPORATION, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of ~~July~~ October, 2008.



NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC-STATE OF FLORIDA
Joanette K. Brookes
Commission # DD744803
Expires: DEC. 27, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 36-2008-CA-6408

RESIDENTIAL FUNDING COMPANY, LLC FKA RESIDENTIAL FUNDING
CORPORATION

PLAINTIFF

VS.

DAVID PITSTICK, ET AL

DEFENDANT(S)

**AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is an authorized signatory of the Law Offices of David J. Stern, P.A., as Attorney-in-Fact for HOMECOMINGS FINANCIAL, LLC, mortgage loan servicing agent on behalf of the Plaintiff in the above styled action. HOMECOMINGS FINANCIAL, LLC has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents

which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$161,244.05 |
| INTEREST THEREON AT \$47.49 PER DIEM FROM OCTOBER 1, 2007 TO JULY 31, 2008: | \$14,444.80 |
| LATE CHARGES: | \$660.40 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$101.25 |
| APPRAISAL(S): | \$170.00 |
| HAZARD INSURANCE PREMIUMS: | \$2,503.00 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$179,123.50 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 423 MORGAN CIRCLE S, LEHIGH ACRES, FL 33936.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$47.49 for each day after the date of this affidavit; and subsequent to the defaults alleged in the

Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

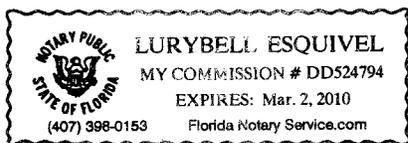
HOMECOMINGS FINANCIAL, LLC

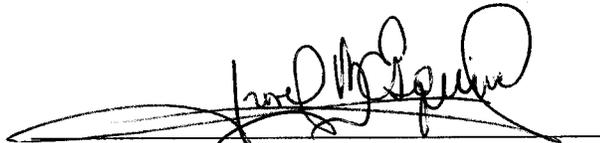
By: _____
CHERYL SAMONS
as Authorized Signatory of The Law Offices of
David J. Stern, P.A., pursuant to Corporate
Resolution, Its Attorney-in-Fact, pursuant to Power
of Attorney, both recorded in the Public Records of
Broward County, Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 8 day of October, 2008 within my jurisdiction, the within named CHERYL SAMONS, as Authorized Signatory of the Law Offices of David J. Stern, P.A., as Attorney in Fact for and on behalf of HOMECOMINGS FINANCIAL, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of October, 2008.





NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 36-2008-CA-005064 - DIV G

THE BANK OF NEW YORK
COMPANY N.A., AS SUCCESSOR TO
JPMORGAN CHASE BANK, N.A., AS
TRUSTEE

PLAINTIFF

VS.

SCOTT TREMBLAY, ET AL

DEFENDANT(S)

**AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is an authorized signatory of the Law Offices of David J. Stern, P.A., as Attorney-in-Fact for HOMECOMINGS FINANCIAL, LLC, mortgage loan servicing agent on behalf of the Plaintiff in the above styled action. HOMECOMINGS FINANCIAL, LLC has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.
2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$122,404.38 |
| INTEREST THEREON AT \$35.63 PER DIEM FROM SEPTEMBER 1, 2007 TO DECEMBER 15, 2008: | \$20,200.90 |
| LATE CHARGES: | \$685.31 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$157.50 |
| APPRAISAL(S): | \$168.00 |
| AD VALOREM TAXES: | \$262.49 |
| PROPERTY PRESERVATION: | \$3,533.04 |
| HAZARD INSURANCE PREMIUMS: | \$3,665.31 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$151,076.93 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 1218 GLEASON PARKWAY, CAPE CORAL, FL 33914.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$35.63 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

HOMECOMINGS FINANCIAL, LLC

By: _____

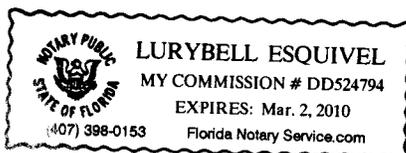
CHERYL SAMONS

as Authorized Signatory of The Law Offices of David J. Stern, P.A., pursuant to Corporate Resolution, Its Attorney-in-Fact, pursuant to Power of Attorney, both recorded in the Public Records of Broward County, Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 14 day of ~~October~~ ^{November}, 2008 within my jurisdiction, the within named CHERYL SAMONS, as Authorized Signatory of the Law Offices of David J. Stern, P.A., as Attorney in Fact for and on behalf of HOMECOMINGS FINANCIAL, LLC, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

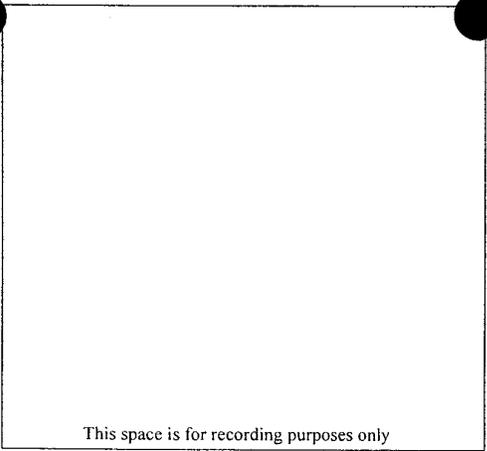
WITNESS my hand and official seal in the County and State last aforesaid this 14 day of ~~October~~ ^{November}, 2008.





NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

Prepared by: DAVID J. STERN, ESQ
Record & Return to: 801 S. University Drive Suite 500
Plantation, FL 33324
08-28394(ASCF)



ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Residing or located at c/o WELLS FARGO BANK, N.A., 3476 STATEVIEW BLVD., FT. MILL, SC 29715 herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR MORGAN STANLEY ABS CAPITAL I INC. TRUST 2006-HE4 residing or located at: C/O AMERICAS SERVICING COMPANY 3476 STATEVIEW BLVD FT. MILLS, SC 29715 herein designated as the assignee, the mortgage executed by ROSA TURINCIO, A MARRIED WOMAN, JOINED BY HER SPOUSE, ALESSANDRO TURINCIO recorded in LEE County, Florida at book INSTRUMENT#200600053817 and page encumbering the property more particularly described as follows:

LOTS 17 AND 18, BLOCK 1970, UNIT 29, CAPE CORAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 15 THROUGH 25, INCLUSIVE, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed.

Signed in the presence of:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

ATTEST:

BY: _____
PRINT NAME: CHERYL SAMONS
TITLE: ASSISTANT SECRETARY

WITNESS:

Ernest Jimenez
Print Name: ERNEST JIMENEZ

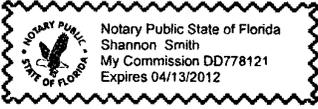
WITNESS:

Shannon Smith
Print Name: Shannon Smith

STATE OF Florida
COUNTY OF Broward

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 4 day of Nov, 2008 within my jurisdiction, the within named Cheryl Samons who is personally known to me and who acknowledged to me that (s)he is ASSISTANT SECRETARY and that for and on behalf of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 4 day of Nov, 2008
Shannon Smith
NOTARY PUBLIC



IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA
GENERAL JURISDICTION DIVISION
CASE NO: 08-CA-000698

**NATIONAL CITY BANK DBA
NATIONAL CITY MORTGAGE**

PLAINTIFF

VS.

MARIA ALEJANDRA TINAJERO, ET
AL

DEFENDANT(S)

**AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is an authorized signatory of the Law Offices of David J. Stern, P.A., as Attorney-in-Fact for NATIONAL CITY BANK DBA NATIONAL CITY MORTGAGE, the Plaintiff in the above styled action. The Plaintiff has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$121,992.33 |
| INTEREST THEREON AT \$30.92 PER DIEM FROM JULY 1, 2007 TO FEBRUARY 15, 2008: | \$7,015.34 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$36.00 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$129,043.67 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 2238 NW 2ND ST, CAPE CORAL, FL. 33993.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$30.92 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

NATIONAL CITY BANK

By: _____
CHERYL SAMONS
as Authorized Signatory of The Law Offices of
David J. Stern, P.A., pursuant to Corporate
Resolution, Its Attorney-in-Fact, pursuant to Power
of Attorney, both recorded in the Public Records of
Broward County, Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 24 day of March, 2009 within my jurisdiction, the within named CHERYL SAMONS, as Authorized Signatory of the Law Offices of David J. Stern, P.A., as Attorney in Fact for and on behalf of National City Bank, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of March, 2009.

NOTARY PUBLIC:
MY COMMISSION EXPIRES: _____



IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 36-2008-CA-005176

LASALLE BANK NATIONAL
ASSOCIATION, AS TRUSTEE UNDER
THE TRUST AGREEMENT FOR THE
STRUCTURED ASSET INVESTMENT
LOAN TRUST SERIES 2004-8

PLAINTIFF

VS.

WILLIAM GWEN OGLESBEE, ET AL

DEFENDANT(S)

**AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared

Cheryl Sammons

who, being first duly sworn, deposes and says:

1. That your affiant is an authorized signatory of the Law Offices of David J. Stern, P.A., as Attorney-in-Fact for Wells Fargo Bank, N.A., mortgage loan servicing agent on behalf of the Plaintiff in the above styled action. Wells Fargo Bank, N.A. has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$439,999.93 |
| INTEREST THEREON AT \$103.97 PER DIEM FROM SEPTEMBER 01, 2007 TO JULY 30, 2008: | \$33,714.25 |
| LATE CHARGES: | \$1,370.42 |
| HAZARD INSURANCE PREMIUMS: | \$5,481.00 |
| APPRAISAL(S): | \$95.00 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$90.00 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$480,750.60 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 4071 E RIVER DR, FORT MYERS,

FL 33916.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$103.97 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

WELLS FARGO BANK, N.A.

By: Cheryl Samons

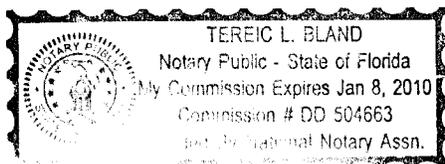
as Authorized Signatory of The Law Offices of David J. Stern, P.A., pursuant to Corporate Resolution, Its Attorney-in-Fact, pursuant to Power of Attorney, both recorded in the Public Records of Broward County, Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 29 day of ~~July~~ ^{Sept}, 2008 within my jurisdiction, the within named Cheryl Samons, as Authorized Signatory of the Law Offices of David J. Stern, P.A., as Attorney in Fact for and on behalf of Wells Fargo Bank, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of ~~July~~ ^{Sept}, 2008.

[Signature]
NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____



CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of Plaintiff's Affidavit In Support of Plaintiff's Motion for Summary Judgment of Foreclosure was sent this 24 day of September, 2008 to:

WILLIAM GWEN OGLESBEE
TWANA JOY OGLESBEE
498 CLOTTS ROAD
COLUMBUS, OH 43230

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O CORPORATE COUNSEL
1595 SPRING HILL ROAD, SUITE 310
VIENNA, VA 22182


Halina Cegielski
Law Offices of David J. Stern, P.A.
801 South University Drive #500
Plantation, Florida 33324
(954) 233-8000
012195

08-31410 (ASCF)

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 36-2008-CA-006009

██
CITIMORTGAGE, INC.
PLAINTIFF

VS.

LISA POTTS, ET AL
DEFENDANT(S)
██

AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared CHERYL SAMONS who, being first duly sworn, deposes and says:

1. That your affiant is attorney-in-fact on behalf of CITIMORTGAGE, INC., the Plaintiff in the above styled action. The Plaintiff has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course

of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$184,000.00 |
| INTEREST THEREON AT \$35.9178 PER DIEM FROM SEPTEMBER 1, 2007 TO AUGUST 4, 2008: | \$12,125.25 |
| LATE CHARGES: | \$546.20 |
| INSPECTIONS CONDUCTED ON PROPERTY: | \$90.00 |
| PROPERTY PRESERVATION: | \$588.00 |
| AD VALOREM TAXES: | \$870.58 |
| HAZARD INSURANCE PREMIUMS: | \$972.92 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$199,192.95 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 2306/08 DANIEL AVE N, LEHIGH ACRES, FL 33971.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$35.9178 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

CITIMORTGAGE, INC.

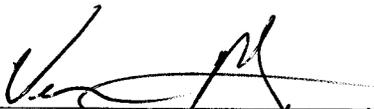
By: _____
CHERYL SAMONS
of The Law Offices of David J. Stern, P.A.,
Its Attorney-in-Fact, pursuant to Power of Attorney
recorded in the Public Records of Broward County,
Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid County and State, on this, the 9th day of ~~December~~ ^{January}, 2008 within my jurisdiction, the within named CHERYL SAMONS, OF THE LAW OFFICES OF DAVID J. STERN, P.A., who acknowledged to me that she is ATTORNEY IN FACT for and on behalf of CITIMORTGAGE, INC., known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of ~~December~~, 2008.

January


NOTARY PUBLIC: Veronica Murphy
MY COMMISSION EXPIRES: Oct 31, 2011

NOTARY PUBLIC-STATE OF FLORIDA
Veronica Murphy
Commission # DEE0620
Expires OCT. 31, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

IN THE CIRCUIT COURT OF THE 20TH
JUDICIAL CIRCUIT, IN AND FOR LEE
COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION
CASE NO: 2008-CA-007373

NATIONAL CITY MORTGAGE, A
DIVISION OF NATIONAL CITY
BANK, SUCCESSOR BY MERGER TO
NATIONAL CITY BANK OF INDIANA

PLAINTIFF

VS.

KAI PFRETZSCHNER, ET AL

DEFENDANT(S)

**AFFIDAVIT IN SUPPORT OF
PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

EXHIBIT "A"

STATE OF FLORIDA

COUNTY OF BROWARD

BEFORE ME, an officer authorized to take oaths this day personally appeared

Cheryl Samons who, being first duly sworn, deposes and says:

1. That your affiant is an authorized signatory of the Law Offices of David J. Stern, P.A., as Attorney-in-Fact for Wells Fargo Bank, N.A., mortgage loan servicing agent on behalf of the Plaintiff in the above styled action. Wells Fargo Bank, N.A. has custody of and supervises the mortgage accounts and records of the Plaintiff including the accounts and records of the note and mortgage herein involved.

2. I have personal knowledge of the facts set forth herein and am authorized to make this Affidavit on behalf of the Plaintiff.

3. I have direct access to or have been provided with the business records of the Plaintiff concerning the Note and Security Agreement, the Mortgage and other loan documents which are the subject matter of this lawsuit, such records were made at or near the time by, or from information transmitted by, a person with knowledge, such records were kept in the course of the regularly conducted business activity of the plaintiff, and it was the regular practice of the plaintiff to make such records.

4. That each and every allegation in the Complaint is true, except that the Plaintiff has recovered the Original Note.

5. Plaintiff is the designated holder of said Note and Mortgage; none of the defaults alleged in the Complaint filed herein has been cured; and there remains due to Plaintiff on account of said Note and Mortgage, the following sums:

| | |
|---|--------------|
| PRINCIPAL BALANCE OF NOTE: | \$303,000.00 |
| INTEREST THEREON AT \$62.26 PER DIEM FROM NOVEMBER 01, 2007 TO NOVEMBER 02, 2008: | \$22,787.26 |
| LATE CHARGES: | \$284.07 |
| MORTGAGE INSURANCE PREMIUMS: | \$1908.90 |
| AD VALOREM TAXES: | \$906.94 |
| HAZARD INSURANCE PREMIUMS: | \$916.00 |
| TOTAL DUE TO PLAINTIFF AS OF THE DATE HEREOF (EXCLUSIVE OF COSTS INCURRED BY PLAINTIFF'S ATTORNEY): | \$329,874.17 |

5a. All late charges were accrued prior to acceleration of the loan.

6. The street address of the subject property is 615 CANTON AVENUE, LEHIGH ACRES, FLORIDA 33972.

7. Interest on the note at the aforesaid rate shall continue to accrue at the daily rate of \$62.26 for each day after the date of this affidavit; and subsequent to the defaults alleged in the Complaint filed herein, Plaintiff engaged its attorney of record and in so doing agreed and obligated itself to pay said attorneys a reasonable fee for their services.

8. This affidavit is intended to show that there is available competent testimony which can be introduced at trial, if necessary.

9. The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

WELLS FARGO BANK, N.A.

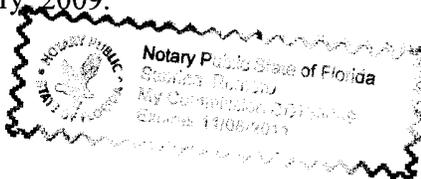
By: _____

as Authorized Signatory of The Law Offices of David J. Stern, P.A., pursuant to Corporate Resolution, Its Attorney-in-Fact, pursuant to Power of Attorney, both recorded in the Public Records of Broward County, Florida

STATE OF FLORIDA
COUNTY OF BROWARD

PERSONALLY APPEARED BEFORE ME, the undesigned authority in and for the aforesaid County and State, on this, the 27 day of February, 2009 within my jurisdiction, the within named Cheryl Samors, as Authorized Signatory of the Law Offices of David J. Stern, P.A., as Attorney in Fact for and on behalf of Wells Fargo Bank, N.A., known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purpose and consideration therein expressed as the act and deed of said corporation and in the capacity therein stated. She is personally known to me and did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of February, 2009.



NOTARY PUBLIC: _____
MY COMMISSION EXPIRES: _____