IN THE CIRCUIT COURT OF THE
11TH JUDICIAL CIRCUIT, IN AND FOR
DADE COUNTY, FLORIDA
CIVIL DIVISION
CASE NO.: 06-17985 CA 04

WELLS FARGO BANK, NA AS TRUSTEE,
Plaintiff,

vs.

LUCIA VIALIZ, et al,
Defendants.

AFFIDAVIT OF INDEBTEDNESS

STATE OF MN)
) SS:
COUNTY OF Dakota)

BEFORE ME, the undersigned authority, personally appeared Josh Beasley, who being duly sworn, deposes and says:

1. Affiant is an Attorney-in-Fact for the servicing agent of the Plaintiff and is personally familiar with the loan, which is owned by the Plaintiff and is the subject matter of this action. The information hereinafter given as to the indebtedness arising by virtue of the execution of the note and mortgage sued upon in this action is contained in the original books and records maintained in the office of said servicing agent. Affiant has personal knowledge of the books and records of the servicing agent and how they are maintained as they relate to the mortgage loan owned by Plaintiff. These books and records include data compilations of the payments, including escrow payments and advances made and received on the mortgage loan in question, and are kept in the course of a regularly conducted business activity by said servicing agent. The entries are made at or near the time that each payment is received by persons with knowledge of the information being recorded. It is the regular practice of said servicing agent to make these entries at the time the payments are received. Affiant has actual and personal knowledge of the facts stated herein and is authorized to make this Affidavit.

2. The allegations of the Complaint filed in this action are true and correct.

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3. There is now due and owing to the Plaintiff upon said note and mortgage the following amounts:

a.	Principal balance on note and mortgage		$ 122,864.81
b.	Accrued interest through from 3/1/06 to 09/29/06 (per diem: 36.91)		$ 7320.45
c.	Restructured Interest		$
d.	Escrow:		$ 3533.42
	Taxes		
	Hazard Insurance	3533.42	
	Flood Insurance		
	Mortgage Insurance Premiums		
e.	Pre-Acceleration Late Charges		$ 497.85
f.	Property Appraisal		$
g.	Property Inspections		$ 35.60
h.	Non-Sufficient Funds		$ 20.79
i.	Interest on Advances		$
j.	Brokers Price Opinion		$ 200.00
k.	Bankruptcy Fees and Costs		$
l.	Property Preservation		$
m.	Escrow/Suspense Credit		-($ 1000.00)

4. On account of Defendants default under the note and mortgage sued upon herein, Plaintiff retained its attorney of record and instructed the filing of this action and agreed, bound and obligated itself to pay said attorney for his/her services on its behalf such sum as the Court shall adjudge to be reasonable.

Affiant

Josh Bailey - Supervisor

Sworn to and subscribed before me this 25th day of Sept., 2006.

Valarie Crawford

NOTARY PUBLIC, STATE OF MN

Commissioned Name of Notary Public Valarie Crawford

Personally known X or produced identification

Type of Identification Produced

VALARIE CRAWFORD
NOTARY PUBLIC - MINNESOTA
MY COMMISSION
EXPIRES JAN. 31, 2011

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