

Patricia K. Herman, Pro Se
c/o Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road
#305
Apopka, Florida 32712-2229
Telephone: 407-731-5823

Non-party to action

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,
Debtors.

)
) Case No. 12-12020 (MG)
)
)
) Chapter 11
)
) Jointly Administered
)

**VERIFIED OBJECTION OF PATRICIA K. HERMAN TO RESCAP LIQUIDATING
TRUST'S THIRD OMNIBUS MOTION TO ENFORCE INJUNCTIVE PROVISIONS OF
PLAN AND CONFIRMATION ORDER**

**THIS VERIFIED OBJECTION SEEKS TO SET FORTH THAT
PATRICIA K. HERMAN IS NEITHER A PARTY TO THE INSTANT ACTION, A
LITIGATING PARTY, AN ENJOINED PARTY, NOR,
HAS ANY PENDING CLAIMS AGAINST DEBTORS**

TO THE HONORABLE MARTIN GLENN
UNITED STATES BANKRUPTCY JUDGE:

COMES NOW, the Non-Party, **PATRICIA K. HERMAN**, (hereinafter referred to as
"Ms. Herman"), pursuant to the procedures set forth in the *Notice of Hearing on the ResCap
Liquidating Trust's Third Omnibus Motion to Enforce Injunctive Provisions of Plan and*



Confirmation Order dated October 5, 2018, and respectfully avers as follows:

PROCERUDAL HISTORY OF ORANGE COUNTY
CASE NUMBERED 48-2007-CA-10062-O:

1. On August 20, 2007, GMAC Mortgage, LLC Successor by Merger to GMAC Mortgage Corporation (hereinafter referred to as “GMAC”), filed its *Complaint to Foreclose Mortgage* against Ms. Herman, in Orange County case numbered 48-2007-CA-10062-O. (Please see a copy of the complete docket history for Orange County case numbered 48-2007-CA-10060-O, which is attached hereto and incorporated herein as “Exhibit A”).
2. On March 24, 2008, Ms. Herman filed her *Answer, Affirmative Defenses, and Counter Claim* against GMAC, which was subsequently amended on December 15, 2008. (Please see Exhibit A).
3. Approximately five (5) years into the litigation, on May 14, 2012, Ms. Herman received correspondence from GMAC informing her that “In the coming weeks, you will receive a Notice of Chapter 11 Bankruptcy Cases, Meeting of Creditors, and Deadlines in the mail. *No action is required on your part, related to this restructuring.*” (Please see a copy of the May 14, 2012 correspondence, which is attached hereto and incorporated herein as “Exhibit B”).
4. On August 24, 2012, the Orange County case was stayed, due to GMAC filing of its *Notice of Bankruptcy Filing and Supplemental Servicing Order*. (Please see a copy of the *Notice of Bankruptcy Filing and Supplemental Servicing Order*, which is attached hereto and incorporated herein as “Exhibit C”).
5. On January 29, 2013, GMAC voluntarily dismissed Ms. Herman from the Orange County foreclosure action, and on February 5, 2013, an *Order of Granting Voluntary*

Dismissal Without Prejudice as to Dismissal of Defendant Patricia K. Herman Only.

(Please see the copies of the *Notice of Voluntary Dismissal of Defendant Patricia K. Herman Only* and *Order*, which are collectively attached hereto and incorporated herein as “Exhibit D”).

6. On February 6, 2013, Ms. Herman received correspondence from GMAC informing her that as of February 16, 2013, the servicing of her mortgage would be transferred to Ocwen Loan Servicing, LLC (hereinafter referred to as “Ocwen”). (Please see a copy of the February 6, 2013 correspondence which is attached hereto and incorporated herein as “Exhibit E”).
7. On February 16, 2013, Ms. Herman received correspondence from Ocwen informing her that, “Ocwen Loan Servicing, LLC is servicing your account on behalf of EVERBANK.” (Please see a copy of the February 16, 2013 correspondence which is attached hereto and incorporated herein as “Exhibit F”).
8. On January 4, 2017, Ocwen filed its *Motion to Place Case on Active Status, Motion to Substitute Party Plaintiff and Motion to Sever Counterclaims* in the Orange County foreclosure action. (Please see a copy of Ocwen’s *Motion to Place Case on Active Status, Motion to Substitute Party Plaintiff and Motion to Sever Counterclaims*, is attached hereto and incorporated herein as “Exhibit G”).
9. On February 14, 2017, the Orange County Court entered its *Order Placing the Case on Active Status* and its Order on Ocwen’s *Motion to Place Case on Active Status, Motion to Substitute Party Plaintiff and Motion to Sever Counterclaims Order Substitution*. (Please see a copy of the orders, which are attached hereto and incorporated herein as “Exhibit H”).

10. On May 1, 2017, Ocwen filed its *Notice for Trial* in the Orange County case, and an *Order for Non-Jury Trial* was entered on May 11, 2017. (Please see a copy of the *Notice for Trial* and *Order for Non-Jury Trial*, which are collectively attached hereto and incorporated herein as “Exhibit I”).
11. On July 5, 2017, Ocwen filed its *Request to Produce Trial Exhibits* to Ms. Herman. (Please see a copy of the *Request to Produce Trial Exhibits*, which is attached hereto and incorporated herein as “Exhibit J”).
12. On July 19, 2017, the Orange County Court entered its *Final Judgment* in favor of Ocwen. (Please see a copy of the *Final Judgment*, which is attached hereto and incorporated herein as “Exhibit K”).
13. On July 31, 2017, the Orange County Court entered its *Order Directing Clerk to Change Case Style*. (Please see a copy of the *Order Directing Clerk to Change Case Style*, which is attached hereto and incorporated herein as “Exhibit L”).
14. On July 4, 2018, Ms. Herman filed her *Second Amended Counter Claim*, which was accepted by the Orange County Court. (Please see a copy of Ms. Herman’s *Second Amended Counter Claim* and *Order Granting Motion to Amend (Second Amended Counterclaim)*, which are collectively attached hereto, and incorporated herein as “Exhibit M”).
15. On September 4, 2018, the Orange County Court entered its *Amended Final Judgment*, removing Ms. Herman’s name from same. (Please see a copy of the *Amended Final Judgment*, which is attached hereto and incorporated herein as “Exhibit N”).

ARGUMENT IN SUPPORT OF OBJECTION:

16. Ms. Herman has not pursued any claims against GMAC subsequent to its voluntary

- dismissal of her from the Orange County action. (Please see Exhibit A).
17. Ms. Herman is not now attempting to pursue any claims against GMAC. (Please see Exhibit A).
18. As of February 2013, the owner of the note, that was the subject of the Orange County action, is Everbank. (Please see Exhibit B).
19. As of February 2013, the servicer of the mortgage, that was the subject of the Orange County action, is Ocwen. (Please see Exhibit C).
20. Since February 2013, GMAC has not been involved in the Orange County action, which it has previously acknowledged in paragraphs 7 and 9 of its *Notice of Bankruptcy Status*, that was filed on October 24, 2016, in the Orange County action. (Please see a copy of the *Notice of Bankruptcy Status*, which is attached hereto and incorporated herein as "Exhibit O").
21. Ms. Herman never filed a proof of claim in the "Bankruptcy Cases", because she was instructed by GMAC not to take any action, and GMAC never provided her with a proof of claim form or any applicable deadlines. (Please see Exhibit B).
22. Ocwen has already obtained a final judgment against the subject property. (Please see Exhibit K and Exhibit N).
23. Ms. Herman has no pending claims against GMAC. (Please see Exhibit A).
24. The pending counter claims in the Orange County action, are against Ocwen for damages sustained well into 2018. (Please see Exhibit A).
25. Ms. Herman has propounded discovery upon Ocwen, which it has requested on at least three (3) occasions for an extension of time, and most recently filed its responses to said discovery. (Please see copies of the requests for extensions and responses filed by

Ocwen in the Orange County action, which are collectively attached hereto and incorporated herein as "Exhibit P").

26. Ms. Herman has filed responses to Ocwen's discovery in the Orange County action.

(Please see copies of Ms. Herman's responses to Ocwen's discovery, which are collectively attached hereto and incorporated herein as "Exhibit Q").

27. The litigation between Ms. Herman and Ocwen is ongoing and in its discovery stages.

(Please see Exhibit A).

28. Ms. Herman is not attempting to prosecute and/or continue to prosecute any action against GMAC.

WHEREFORE, Ms. Herman, respectfully requests this Honorable Court:

- A. Sustain Ms. Herman's *Verified Objection to ResCap Liquidating Trust's Third Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order*;
- B. Find that Ms. Herman was never provided notice of the filing a proof of claim, and even if she had, GMAC had instructed Ms. Herman that no action was required on her part, as it relates to its restructuring;
- C. Find that none of Ms. Herman's amended counter claims are against any of the Debtors;
- D. Find that Ms. Herman's counter claims pending in Orange County, Florida, do not infringe or violate this Honorable Court's injunctive provisions of the *Plan and Confirmation Order*;
- E. Order that Ms. Herman is not an enjoined party;
- F. Order that Ms. Herman's name be removed from the instant action; and,
- G. Any and all other relief that this Honorable Court deems just and proper.

I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this *Verified Objection to ResCap Liquidating Trust's Third Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order* and that the punishment for

knowingly making a false statement includes fines and/or imprisonment.

Dated: 10/18/2018

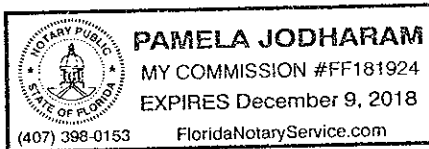
Signature of Non-Party

Printed Name: Patricia K. Herman

STATE OF FLORIDA

COUNTY OF Orange

Sworn to or affirmed and signed before me on 10/18/2018 by Patricia Herman



10/18/18
NOTARY PUBLIC OR DEPUTY CLERK

Pamela Jodharam
Print, type, or stamp commissioned name of notary or deputy clerk.

 Personally known

☒ Produced identification

Type of identification produced FCJL

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Verified Objection to ResCap Liquidating Trust's Third Omnibus Motion to Enforce Injunctive Provisions of Plan and Confirmation Order* will be furnished on this 18th day of October 2018 via U.S. Mail Postage Prepaid to: **ResCap Liquidating Trust, Morrison & Foerster, LLP**, 250 West 55th Street, New York, NY 10019 (Attention: Gary S. Lee and Norman S. Rosenbaum); **ResCap Liquidating Trust, Kramer Levin Naftalis & Frankel, LLP**, 1177 Avenue of the Americas, New York, NY 10036 (Attention: Kenneth H. Eckstein, Douglas H. Mannal, and Joseph A. Shifer); **Office of the United States Trustee for the Southern District of New York, U.S. Federal Building, 201 Varick Street, Suite 1006, New York, NY 10014** (Attention: Linda A. Riffkin); and, **The ResCap Liquidating Trust, 8400 Normandale/Lake Boulevard, Suite 175, Minneapolis, MN 55437** (Attention: Lauren Graham Delehey).

Patricia K. Herman
PATRICIA K. HERMAN, ESQUIRE

Florida Bar No.: 0113018

Law Office of Patricia K. Herman, P.A.

1631 Rock Springs Road, #305

Apopka, Florida 32712-2229

407/731-5823

Email: lopkhpa@gmail.com

Exhibit

A

COMPREHENSIVE CASE INFORMATION SYSTEM

Jeffrey M. Bussell, Clerk of the Circuit Court



"Providing efficient customer service through the use of technology and increasing access to the courts is at the heart of what we do."

ORANGE COUNTY

CCIS

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Case Number	Filed Date	County	Case Type	Status	Contested	Jury Trial
482007CA010062A0010X [2007-CA-010062-Q]	08/20/2007	ORANGE		Reclosed	No	No
Party Name		Party Type		Attorney	Bar ID	
<input type="checkbox"/>	LEBLANC, BOB	JUDGE				
<input type="checkbox"/>	LEBLANC, BOB	JUDGE AT DISPOSITION				
<input type="checkbox"/>	HERMAN, PATRICIA K ESQ	ATTORNEY				
<input type="checkbox"/>	ARROYAVE, NILDA ALEJANDRA ESQ	ATTORNEY				
<input type="checkbox"/>	CONVERSION	UNKNOWN				
<input type="checkbox"/>	STONE, JEFF A ESQ	ATTORNEY				
<input type="checkbox"/>	UNKNOWN SPOUSE OF PATRICIA K H	DEFENDANT				
<input type="checkbox"/>	GARCIA, MAURICIO ESQ	ATTORNEY				
<input type="checkbox"/>	DOE, JANE	DEFENDANT				
<input type="checkbox"/>	DOE, JOHN	DEFENDANT				
Dockets						
Page : 1						
Image	Doc #	Action Date	Description	Pages		
	329	10/09/2018	Motion to Compel DEPOSITION OF COUNTER DEFENDATN S CORPORATE REPRESENTATIVE	20		
	328	10/09/2018	Petition or Motion to Strike COUNTER DEFENDANT S RESPONSES TO REQUEST FOR PRODUCTION AND UNVERIFIED INTERROGATORY RESPONSES DATED OCTOBER 8, 2018 AND COMPEL DISCOVERY RESPONSES by PATRICIA K. HERMAN	4		
	327	10/08/2018	Response to Request to Produce	13		
	326	10/08/2018	Petition or Motion to Strike COUNTER DEFENDANT S RESPONSES TO REQUEST FOR ADMISSIONS	4		
	325	10/08/2018	Notice of Service of Answers to Interrogatories	2		
	324	10/08/2018	Response to Request for Admissions	5		
	323	10/02/2018	Order Denying Counter-Pliffs Emergency Motion to Stay Sale	1		
	322	09/26/2018	Objection TO COUNTER DEFENDANT OCWEN LOAN SERVICING, LLC S MOTION FOR ADDITIONAL EXTENSION OF	22		

Page : 1

ALL

321	09/26/2018	TIME TO RESPOND TO DISCOVERY	1
320	09/24/2018	Notice for Trial Non-Jury sent to Judge	3
319	09/18/2018	Motion for Enlargement/Extension of Time TO RESPOND TO DISCOVERY COUNTER DEFENDANT OCWEN LOAN SERVICING LLC	2
318	09/10/2018	Court Minutes	3
317	09/10/2018	Motion for Enlargement/Extension of Time TO RESPOND TO DISCOVERY BY Counter-Defendant, Ocwen Loan Servicing, LLC	1
316	09/07/2018	Notice of Hearing SEPTEMBER 18, 2018 @8:30 A.M.	4
315	09/04/2018	Motion to Stay SALE	5
314	09/04/2018	Final Judgment	3
313	08/23/2018	Amended Final Judgment	4
312	08/14/2018	Motion for Enlargement/Extension of Time TO RESPOND TO DISCOVERY	6
311	08/14/2018	Petition or Motion to Strike REDUNDANT IMMATERIAL IMPERTINENT OR SCANDALOUS MATTER FROM COUNTER DEFT'S ANSWER AND AFFIRMATIVE DEFENSES	47
310	08/14/2018	Petition or Motion to Strike COUNTER DEFENDANT'S AFFIRMATIVE DEFENSES	16
309	07/31/2018	Reply to Affirmative Defenses COUNTER PLAINTIFF	2
308	07/24/2018	Answer to Counter Claim/Petition (answer to second amended counter claim)	1
307	07/18/2018	Notice Appearance of Counsel AS CO-COUNSEL FOR COUNTER DEFENDANT AND DESIGNATION OF EMAIL ADDRESSES	2
306	07/17/2018	Notice of Hearing November 8, 2018 at 1:30 p.m. Room 2000.02	42
305	07/12/2018	Motion for Enlargement/Extension of Time	3
304	07/12/2018	Motion for Summary Judgment COUNTER PLAINTIFF S MOTION FOR PARTIAL SUMMARY JUDGMENT	2
303	07/11/2018	Request for Admissions	2
302	07/11/2018	Copy or Copies ORDER ON COUNTER PLTFS MOTION TO VACATE FINAL JUDGMENT AND CANCEL SALE	2
301	07/11/2018	Order Granting Motion to Amend (Second Amended Counterclaim)	2
300	07/09/2018	Order on Counter Pltfs Motion for Temporary Injunction Against Counter Deft (No Action Taken)	1
299	07/06/2018	Proof of Publication Notice of Sale / July 17, 2018 at 11:00 am	2
298	07/04/2018	Order Counter Pltfs Motion to Vacate Final Judgment & Cancel Sale is Granted in PART Sale Date 7/17/18 is Cancelled	1
297	07/04/2018	Amended Notice of Hearing at 1:45 p.m. on Friday, July, 6, 2018,	49
296	06/28/2018	Motion FOR LEAVE TO FILE SECOND AMENDED COUNTER CLAIM (cc emergency motion to judge 07/05/18)	1
295	06/28/2018	Notice of Hearing at 1:45 p.m. on Friday, July, 6, 2018	2
294	06/26/2018	Court Minutes	1
293	06/26/2018	Notice of Hearing June 28, 2018,	4
292	06/26/2018	Motion for Protective Order PATRICIA K. HERMAN,	2
291	06/25/2018	Order Denying Counter-Pltff Verified Emergency Motion for a Temporary Injunction Against Counter-Deft W/O Prejudice	6
290	06/25/2018	Interrogatories	1
289	06/25/2018	Notice of Service of Interrogatories	3
288	06/25/2018	Request to Produce	4
287	06/21/2018	Motion for Protective Order	3
		Notice of Sale 7/17/18 (\$70.00 post sale fee paid)	

286	06/18/2018	Motion to Set Aside Judgment ENTERED JULY 19, 2017 AND CANCEL FORECLOSURE SALE SET FOR JULY 17, 2018	5
285	06/14/2018	Order Rescheduling Sale to 7/17/18	2
284	06/12/2018	Motion to Reschedule Sale	3
283	04/03/2018	Notice of Unavailability	2
282	10/13/2017	Order to Cancel Sale	2
281	10/09/2017	Motion to Cancel Sale for October 19 2017 - by plaintiff	4
280	10/05/2017	Proof of Publication	1
279	10/03/2017	Correspondence from Brock & Scott PLLC to Clerk (no attachment)	1
278	09/21/2017	Notice of Sale on 10/19/17 at 11am	2
277	07/31/2017	Order Granting Motion to Amend counter pltf's motion for order directing Clerk to change case style	2
276	07/19/2017	Notice of Filing ATTORNEY WORKSHEET FOR FORECLOSURE TRIAL DIVISION 40	4
275	07/19/2017	Final Judgment	4
274	07/19/2017	Final Judgment	2
273	07/19/2017	Final Disposition Form	1
272	07/19/2017	Court Minutes	2
271	07/18/2017	Order for Continuance Denied NON JURY TRIAL, DEFT-COUNTERPLTF EXHIBITS AND WITNESSES ARE STRICKEN AS UNTIMELY	2
270	07/18/2017	Voluntary Dismissal	2
269	07/18/2017	Notice Appearance of Counsel	8
268	07/18/2017	Original Note CANCELED	2
267	07/18/2017	Voluntary Dismissal OF COUNTS II, V, AND VII OF THE AMENDED COUNTER CLAIM	1
266	07/18/2017	Court Minutes	2
265	07/17/2017	Affidavit of Attorney's Fees	2
264	07/17/2017	Affidavit of Attorney's Fees	2
263	07/17/2017	Notice of Filing NO ATTACHMENT	6
262	07/17/2017	Petition or Motion to Strike NOTICE OF HEARING AND CANCEL UNILATERALLY SCHEDULED HEARING FOR JULY 18, 2017	2
261	07/17/2017	Lis Pendens	3
260	07/16/2017	Subpoena Returned Served CUSTODIAN OF RECORDS C/O FIDELITY NATIONAL TITLE OF FLORIDA INC	23
259	07/14/2017	Notice of Hearing 07/18/2017 8:30AM	2
258	07/14/2017	Notice SUBPOENA DUCES TECUM FOR TRIAL issued by attorney against Maureen Nations	2
257	07/11/2017	Notice SUBPOENA DUCES TECUM FOR TRIAL ISSUED BY ATTORNEY AGAINST CUSTODIAN OF RECORDS	5
256	07/10/2017	Witness and Exhibit List (Amended Trial)	11
255	07/09/2017	Petition or Motion to Strike Patricia Herman's emergency motion to strike notice of hearing and cancel unilaterally scheduled hearing for July 10, 2017	2
254	07/05/2017	Request to Produce trial exhibit to counter plaintiff	2
253	07/05/2017	Witness List	2
252	07/03/2017	Notice of Hearing 07/10/2017 8:30AM	2
251	07/03/2017	Motion for Continuance non jury trial set for July 19, 2017	4

Comprehensive Case Information System

250	06/28/2017	Witness and Exhibit List	4
249	06/28/2017	Witness and Exhibit List	2
248	06/12/2017	Motion to Dispense with Mediation (Pliffs)	2
247	06/09/2017	Notice of Hearing 7/10/2017 830AM	2
246	06/06/2017	Motion to Amend Complaint to Add Party Defendants- OCWEN Loan Servicing, LLC	18
245	05/26/2017	Order excusing deft from attending the non-jury trial scheduled for 7/19/17	1
244	05/22/2017	Notice ATTORNEY WORKSHET FOR FORECLOSURE TRIAL	2
243	05/19/2017	Motion to excuse deft from attending the non-jury trial scheduled for 7/19/17 2:30	2
242	05/18/2017	Certificate of Mailing	8
241	05/18/2017	Certificate of Mailing	7
240	05/18/2017	Witness and Exhibit List	5
239	05/11/2017	Order for Non Jury Trial 7/19/17 @ 2:30 Pm	7
238	05/01/2017	Notice for Trial (Sent to Judge)	2
237	04/28/2017	Notice Appearance of Counsel AND DIRECTIONS TO CLERK TO UPDATE ATTORNEY INFORMATION	2
236	02/14/2017	Order on Plaintiff's Motion to Place Case on Active Status, Motion to Substitute Party pltf and Motion to Sever Counterclaims	2
235	02/14/2017	Order Placing Case on Active Status	3
234	02/14/2017	Court Minutes	1
233	01/11/2017	Notice of Hearing 2/14/2017 8:30am	2
232	01/04/2017	Motion TO PLACE CASE ON ACTIVE STATUS, MOTION TO SUBSTITUTE PARTY PLAINTIFF AND MOTION TO SEVER COUNTERCLAIMS; BY GMAC MORTGAGE LLC	7
231	12/20/2016	Notice of Unavailability	2
230	10/24/2016	Suggestion - Notice of Bankruptcy and Auto Stay as to GMAC Mortgage LLC Bk# 12-12020(MG)	7
229	09/23/2016	Order Denying patricia's motion to remove case from inactive status	1
228	09/14/2016	Notice of Hearing [9/23/2016 @ 10:00 am]	2
227	08/18/2016	Notice Appearance of Counsel	2
226	07/12/2016	Mail Returned - Not Delivered	3
225	07/01/2016	Notice Appearance of Counsel	2
224	06/02/2016	Order Setting Hearing 9/23/16 at 10 am	2
223	10/15/2015	Motion for Case Management Conference (GREENBROOK VILLAS AT ERROL ESTATES CONDOMINIUM ASSOCIATION)	2
222	05/12/2015	Notice Appearance of Counsel	2
221	12/31/2014	Notice Appearance of Counsel	2
220	08/29/2014	Returned Mail	3
219	08/17/2014	Motion TO REMOVE CASE FROM INACTIVE STATUS	3
218	08/15/2014	Order Placing Case on Inactive Status	2
217	08/11/2014	Notice of Hearing 08/18/14 @ 8:30am	2
216	07/31/2014	Court Minutes	1
215	07/02/2014	Order Setting Case Management Conference 7/31/14 9:00a	3

Comprehensive Case Information System

214	06/27/2014	Court Minutes	1
213	06/27/2014	Notice of Bankruptcy Status	6
212	06/23/2014	Interrogatories	8
211	06/23/2014	Notice of Service of Interrogatories	2
210	06/22/2014	Motion for Sanctions PATRICIA K. HERMAN	8
209	06/22/2014	Motion for Substitution of Party PATRICIA K. HERMAN	3
208	04/23/2014	Order on Motion for Substitution of Counsel	2
207	04/23/2014	Letter	1
206	04/18/2014	Stipulation FOR SUBSTITUTION OF COUNSEL - GMAC MORTGAGE, LLC	2
205	04/18/2014	Exhibit(s)	8
204	04/18/2014	Exhibit(s)	1
203	04/18/2014	Motion FOR SUBSTITUTION OF COUNSEL - GMAC MORTGAGE, LLC	3
202	04/18/2014	Stipulation FOR SUBSTITUTION OF COUNSEL	2
201	04/18/2014	Exhibit(s) OCWEN LOAN SERVICING, LLC TRANSFERRED FROM PHELAN HALLINAN PLC TO BROCK SCOTT, PLLC	8
200	04/18/2014	Consent TO SUBSTITUTION OF COUNSEL	1
199	04/18/2014	Petition or Motion for Substitution of Counsel	3
198	04/18/2014	Stipulation FOR SUBSTITUTION OF COUNSEL	2
197	04/18/2014	Exhibit(s)	8
196	04/18/2014	Consent	1
195	04/18/2014	Motion FOR SUBSTITUTION OF COUNSEL - GMAC MORTGAGE, LLC	3
194	04/09/2014	Returned Mail	4
193	04/09/2014	Returned Mail	
192	04/09/2014	Returned Mail	
191	04/09/2014	Returned Mail	
190	04/09/2014	Returned Mail	
189	04/09/2014	Returned Mail	
188	04/09/2014	Returned Mail	
187	04/09/2014	Returned Mail	
186	04/09/2014	Returned Mail	
185	04/09/2014	Returned Mail	
184	04/09/2014	Returned Mail	
183	04/07/2014	Notice Appearance of Counsel	2
182	03/26/2014	Order Setting Case Management Conference 6/27/2014 @ 1:30PM AND HEARING ON ALL PENDING MOTIONS	3
181	02/24/2014	Notice of Change of Contact Telephone Numbers	2
180	01/21/2014	Motion for Case Management Conference Greenbrook Villas at Errol Estate Condominium Association, Inc.	2
179	10/22/2013	Suggestion of Bankruptcy	
178	10/22/2013	Response in Opposition to Patricia's Motion for Attorney's Fees	5
177	10/22/2013	Suggestion - Notice of Bankruptcy and Auto Stay	25

https://www.fleecis.com/ocrs/app/caseinformation.xhtml?query=pWAWMBcWSIRbyy0cxpNzuxCM3a3Flvmt8DxjFWcJ9ys[10/17/2018 10:03:40 AM]

139	10/31/2011	Motion for Contempt enforcement	7
138	10/31/2011	Notice of Conflict and Motion to Strike Notice of Unilaterally Scheduled Hearing	6
137	10/31/2011	Motion for Contempt	7
136	10/31/2011	Notice of Conflict and motion to strike notice of unilaterally scheduled hearing	6
135	10/19/2011	Notice of Hearing 11/9/11 10:00 am	2
134	04/18/2011	Notice Appearance of Counsel	2
133	04/18/2011	Letter from Kerry Keane, Bradley Arant Boult Cummings, LLP	1
132	02/28/2011	Notice of Unavailability	2
131	02/24/2011	Order on Motion for Substitution of Counsel	1
130	02/24/2011	Notice Appearance of Counsel	2
129	02/22/2011	Stipulation for Substitution of Counsel	2
128	02/22/2011	Notice	1
127	11/18/2010	Notice of Unavailability of Defs atty from 11/25 thru 12/5 & 12/22 thru 1/9/11	2
126	07/22/2010	Order on Motion for Substitution of Counsel	1
125	07/15/2010	Stipulation for Substitution of Counsel	3
124	07/15/2010	Letter Elizabeth B. Eaton	1
123	05/12/2010	Notice of Unavailability Patricia K. Herman, Esq.	2
122	05/12/2010	Notice of Unavailability Patricia K. Herman, Esq.	2
121	05/11/2010	Motion for Summary Judgment Motion for Summary Judgment	1
120	05/11/2010	Exhibits in Support of Exhibit in Support of MOTION FOR SUMMARY JUDGMENT - EXHIBIT 3 - AFFIDAVIT OF INDEBTEDNESS	1
119	05/11/2010	Exhibits in Support of Exhibit in Support of MOTION FOR SUMMARY JUDGMENT - EXHIBIT 2, NOTE	1
118	05/11/2010	Exhibits in Support of Exhibit in Support of MOTION FOR SUMMARY JUDGMENT - EXHIBIT 1, MORTGAGE	1
117	11/25/2009	Notice of Unavailability Patricia K. Herman 12/16/09-01/05/10;01/08/-01/31/10	2
116	07/21/2009	Motion to Compel	2
115	04/21/2009	Notice of Unavailability	2
114	03/31/2009	Certificate of Service of Answer Interrogatories Certificate of Service of Answer Interrogatories VERIFIED ANSWERS TO INTERROGATORIES	1
113	03/25/2009	Certificate of Service of Answer Interrogatories Certificate of Service of Answer Interrogatories PLAINTIFF'S UNVERIFIED ANSWERS TO INTERROGATORIES	1
112	03/17/2009	Order on Motion for Substitution of Counsel	3
111	03/11/2009	Minutes Hearing	1
110	03/09/2009	Memorandum Memorandum IN RESPONSE TO ORDER TO SHOW CAUSE AND MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT	1
109	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT F	1
108	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT E	1
107	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT C	1
106	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT B	1
105	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT A	1

104	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT D	1
103	03/09/2009	Answer to Counter Claim/Petition Answer to Counter Claim/Petition AND DEFENSES	1
102	03/06/2009	Order on Motion for Substitution of Counsel OBO PLTF	3
101	03/06/2009	Notice of Hearing	2
100	03/04/2009	Order on Motion for Substitution of Counsel for plaintiff	1
99	03/03/2009	Minutes Hearing	1
98	02/23/2009	Amended Notice of Hearing	1
97	02/20/2009	Order on Motion for Substitution of Counsel for plaintiff	3
96	02/20/2009	Notice of Hearing	2
95	02/18/2009	Interrogatories Interrogatories DEFT'S 1ST INTERROGATORIES TO PLTF	1
94	02/18/2009	Motion for Default Motion for Default PATRICKIA K HERMAN, MOTION FOR DEFAULT FINAL JUDGMENT	1
93	02/18/2009	Notice of Service of Interrogatories Notice of Service of Interrogatories NOTICE OF SERVICE OF DEFT'S INTERROGATORIES TO PLTF	1
92	02/18/2009	Request to Produce Request to Produce DEFT'S REQUEST TO PRODUCE TO PLTF	1
91	01/20/2009	Petition or Motion to Extend Time Petition/Motion to Extend Time COUNTER DEFENDANT'S MOTION FOR EXTENSION OF TIME TO RESPOND TO COUNTERCLAIM	1
90	12/29/2008	Order Denying	1
89	12/29/2008	Letter Letter LETTER FILED FROM ATTORNEY PATRICIA HERMAN	1
88	12/29/2008	Order Denying Order Denying ORDER DENYING PLTF MOTION TO DISMISS DEFT PATRICIA K HERMANS COUNTERCLAIM	1
87	12/23/2008	Letter Letter 2ND LETTER FILED FROM CLERK TO PATRICIA HERMAN FOR COUNTERCLAIM FEE	1
86	12/16/2008	Letter Letter LETTER FILED FROM CLERK TO PATRICIA HERMAN FOR COUNTERCLAIM FEE (SEE CLERK'S NOTES REGARDING FEE)	1
85	12/15/2008	Answer & Affirmative Defenses Answer & Affirmative Defenses AMENDED ANSWER & AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAIN FOR FORECLOSURE AND COUNTERCLAIM	1
84	12/15/2008	Court Minutes Court Minutes MINUTES HEARING	1
83	10/20/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 12/15/2008 11:45 A.M.	1
82	08/11/2008	Voluntary Dismissal	1
81	08/11/2008	Voluntary Dismissal Voluntary Dismissal CROSS PLAINTIFF VOLUNTARY DISMISSAL ITS CROSS COMPLAINT WITHOUT PREJUDICE AGAINST GREENBROOK VILLAS AT ERROL ESTATE (ORIGINAL COMPLAINT AND COUNTERCLAIM STILL PENDING)	1
80	08/06/2008	Court Minutes Court Minutes MINUTES HEARING	1
79	08/06/2008	Motion to Dismiss Motion to Dismiss CROSS DEFT GREENBROOK'S MOTION TO DISMISS AND/OR STRIKE (FAX)	1
78	07/24/2008	Court Minutes Court Minutes MINUTES HEARING	1
77	07/22/2008	Notice Cancellation of Hearing Notice of Cancellation of Hearing NOTICE CANCELLATION OF HEARING 07/25/2008 AT 915AM	1
76	07/22/2008	Court Minutes Court Minutes MINUTES HEARING	1
75	07/21/2008	Order Setting Aside Default Order Setting Aside Default ORDER ON PLTF/COUNTER DEFT'S MOTION TO VACATE DEFAULT IS GRANTED	1
74	07/14/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING 07/25/08 @ 9:15AM	1
73	07/14/2008	Notice of Hearing Notice of Hearing CROSS NOTICE OF HEARING 07/21/08 @ 9:15	1
72	07/11/2008	Notice of Hearing Notice of Hearing CROSS NOTICE OF HEARING 07/21/2008 AT 915AM SENT VIA FAX	1

71	07/11/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 07/25/2008 09:15 A.M. SENT VIA FAX	1
70	07/10/2008	Motion to Vacate Motion to Vacate AMENDED MOTION TO VACATE DEFAULT	1
69	07/10/2008	Amended Notice of Hearing Amended Notice of Hearing AMENDED NOTICE OF HEARING 07/21/08 @ 9:15AM	1
68	07/02/2008	Notice of Change of Address Notice of Change of Address NOTICE OF CHANGE OF ADDRESS	1
67	07/02/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 07/21/2008 09:15 A.M.	1
66	06/27/2008	Motion to Dismiss Motion to Dismiss MOTION TO DISMISS COUNTERCLAIM	1
65	06/23/2008	Motion to Vacate Motion to Vacate COUNTER-DEFENDANT MOTION TO VACATE DEFAULT	1
64	06/20/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 07/01/2008 08:45 A.M.	1
63	06/20/2008	Motion for Final Judgment Motion for Final Judgment COUNTER/CROSS PLTFS MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT	1
62	06/19/2008	Motion for Final Judgment Motion for Final Judgment COUNTER/CROSS PLTFS MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT WITH ATTACHED EXHIBIT	1
61	06/18/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 08/06/2008 10:30 A.M.	1
60	06/10/2008	Motion for Default Motion for Default MOTION FOR DEFAULT AS TO COUNTER DEFT (GMAC MORTGAGE LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION)	1
59	06/10/2008	Default Entered by the Clerk Default Entered by the Clerk DEFAULT ENTERED BY THE CLERK (COUNTER DEFT GMAC MORTGAGE LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION)	1
58	06/04/2008	Motion to Dismiss Motion to Dismiss CROSS DEFT GREENBROOK VILLAS AT ERROL ESTATE CONDO ASSOC INC MOTION TO DISMISS CROSS PLTF PATRICIA HERMAN CROSS CLAIM FOR INDEMNIFICATION	1
57	05/30/2008	Motion to Dismiss Motion to Dismiss CROSS DEFT GREENBROOK VILLAS AT ERROL ESTATES CONDOMINIUM MOTION TO DISMISS AND/OR STRIKE WITH ATTCHMT	1
56	05/30/2008	Letter Letter LETTER FILED TO CLERK DANA BROXTERMAN	1
55	05/29/2008	Notice of Change of Address Notice of Change of Address COUNSEL OF RECORD NOTICE OF CHANGE OF ADDRESS AND CONTACT TELEPHONE	1
54	05/29/2008	Notice of Unavailability Notice of Unavailability NOTICE OF NON-AVAILABILITY FROM 05/30 TO 06/23/08	1
53	05/28/2008	Summons Returned Summons Returned 20 DAY SUMMONS SRVD [05/19/2008] AS TO GMAC MORTGAGE LLC	1
52	05/20/2008	Summons Returned Summons Returned 20 DAY SUMMONS SRVD [5/16/2008] AS TO GREENBROOK VILLAS AT ERROL ESTATE CONDOMINIUM ASSOC., INC.	1
51	05/15/2008	Order Denying	1
50	05/15/2008	Order Denying Order Denying ORDER DENYING PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGEMENT OF FORECLOSURE AND TAXATION OF ATTORNEY'S FEES AND COSTS	1
49	05/15/2008	Letter Letter LETTER FILED TO JUDGE FROM PATRICIA K. HERMAN, ESQ	1
48	05/14/2008	Cross Claim Summons Issued Cross Claim Summons Issued CROSS CLAIM SUMMONS ISSUED AS TO GMAC MORTGAGE LLC (COUNTER DEFENDANT) ORIG HANDED TO ABLE 2 PROCESS SERVICE	1
47	05/14/2008	Cross Claim Summons Issued Cross Claim Summons Issued CROSS CLAIM SUMMONS ISSUED AS TO GREENBROOK VILLAS AT ERROL ESTATE CONDOMINIUM ASSOCIATION INC (CROSS DEFENDANT) ORIG HANDED TO ABLE 2 PROCESS	1
46	03/28/2008	Letter Letter LETTER TO JUDGE FROM KIM F STEVENS ESQ	1
45	03/28/2008	Letter Letter LETTER FILED TO CLERK FROM GIGI PASDEO	1
44	03/28/2008	Per the Court: Free ORIGINAL NOTE & MORTGAGE	1
43	03/28/2008	Final Disposition Form Final Disposition Form FINAL DISPOSITION FORM	1
42	03/24/2008	Notice Appearance of Counsel Notice Appearance of Counsel NOTICE OF APPEARANCE OF COUNSEL PATRICIA K HERMAN ESQ ON BEHALF OF PATRICIA K HERMAN FAX Answer & Affirmative Defenses Answer & Affirmative Defenses DEFENDANT'S PATRICIA K HERMAN ANSWER &	1

41	03/24/2008	1	AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT FOR FORECLOSURE AND COUNTER PLAINTIFF'S PATRICIA K HERMAN COUNTERCLAIM FOR UNFAIR AND DECEPTIVE ACTS AND PRACTICES IN VIOLATION OF FLORIDA STATUTE CHAPTER 501 VIOLATION OF MORTGAGE LENDER LAWS FLORIDA STATUTE CHAPTER 494 BREACH OF REINSTATEMENT AGREEMENT VIOLATION OF CONTRACT CONTINUING BREACH OF
40	03/24/2008	1	Answer & Affirmative Defenses Answer & Affirmative Defenses DEFENDANT'S PATRICIA K HERMAN ANSWER & AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT FOR FORECLOSURE AND COUNTER PLAINTIFF'S PATRICIA K HERMAN COUNTERCLAIM FOR UNFAIR AND DECEPTIVE ACTS AND PRACTICES IN VIOLATION OF FLORIDA STATUTE CHAPTER 501 VIOLATION OF MORTGAGE LENDERS LAWS FLORIDA STATUTE CHAPTER 494 BREACH OF REINSTATEMENT AGREEMENT VIOLATION OF CONTRACT CONTINUING BREACH OF
39	03/24/2008	6	Notice Appearance of Counsel Notice Appearance of Counsel NOTICE OF APPEARANCE OF COUNSEL PATRICIA K HERMAN ESQ ON BEHALF OF PATRICIA K HERMAN
38	03/24/2008	1	Affidavit in Opposition Affidavit in Opposition AFFIDAVIT OF PATRICIA K HERMAN IN OPPOSITION TO THE PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGMENT OF FORECLOSURE AND TAXATION OF ATTORNEY'S FEES AND COSTS
37	03/03/2008	1	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 03/27/2008 09:00 A.M.
36	03/03/2008	1	Letter Letter LETTER FILED TO CLERK FROM GIGI BASDEO
35	02/13/2008	1	Affidavit of Time Affidavit of Time AFFIDAVIT OF TIME
34	02/13/2008	1	Affidavit of Attorney's Fees Affidavit of Attorney's Fees AFFIDAVIT OF ATTORNEY'S FEES
33	02/13/2008	1	Affidavit of Costs Affidavit of Costs AFFIDAVIT OF COSTS
32	02/13/2008	1	Affidavit in Support Affidavit in Support AFFIDAVIT IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT
31	02/13/2008	1	Motion for Summary Judgment Motion For Summary Judgment MOTION FOR SUMMARY FINAL JUDGMENT OF FORECLOSURE AND TAXATION OF ATTY'S FEES AND COSTS BY GMAC MORTGAGE LLC SBM
30	02/13/2008	1	Proof of Publication Proof of Publication PROOF OF PUBLICATION PATRICIA K HERMAN UNKNOWN SPOUSE OF PATRICIA K HERMAN 12/7 12/14
29	02/13/2008	1	Notice of Filing Notice of Filing PLTF NOTICE OF FILING NOTICE OF ACTION
28	02/13/2008	1	Letter Letter LETTER FILED FROM ATTORNEY OYEBIMPE OYEWALE (PARALEGAL)
27	01/10/2008	1	Letter Letter LETTER FILED TO ATTY CANNOT ENTER DEFAULT NO PROOF OF PUBLICATION AS TO PATRICIA K HERMAN AND UNKNOWN SPOUSE OF PATRICIA K HERMAN
26	01/10/2008	1	Default Entered by the Clerk Default Entered by the Clerk DEFAULT ENTERED BY THE CLERK AS TO ERROL ESTATE PROPERTY OWNERS ASSOCIATION INC
25	01/04/2008	1	Affidavit of Non Military Service Affidavit of Non Military Service AFFIDAVIT OF NON MILITARY SERVICE
24	01/04/2008	1	Motion for Default Motion for Default MOTION FOR DEFAULT
23	01/04/2008	1	Notice of Dropping Parties Notice of Dropping Parties NOTICE OF DROPPING PARTIES WITHOUT PREJUDICE AS TO JOHN & JANE DOE
22	11/28/2007	1	Certificate of Mailing Certificate of Mailing CERTIFICATE OF MAILING OF NOTICE OF ACTION AS TO PATRICIA K HERMAN & UNKNOWN SPOUSE OF PATRICIA K HERMAN
21	11/28/2007	1	Notice of Action Issued Notice of Action Issued NOTICE OF ACTION ISSUED AS TO PATRICIA K HERMAN & UNKNOWN SPOUSE OF PATRICIA K HERMAN 1 COPY TO ATTY/1 COPY TO APOPKA CHIEF
20	11/13/2007	1	Affidavit Affidavit AFFIDAVIT OF DUE AND DILIGENT SEARCH FOR SERVICE BY PUBLICATION AS TO PATRICIA K HERMAN & UNKNOWN SPOUSE OF PATRICIA K HERMAN
19	09/12/2007	1	Affidavit of Lost or Destroyed Instrument Affidavit of Lost/Destroyed Instrument AFFIDAVIT OF LOST SUMMONS SERVED ON ERROL ESTATE PROPERTY OWNERS ASSOC INC 8/20/2007
18	09/12/2007	1	Summons Returned Summons Returned 20 DAY SUMMONS UNSERVED PATRICIA K HERMAN
17	09/12/2007	1	Summons Returned Summons Returned 20 DAY SUMMONS SRVD [08/22/2007] GREENBROOK VILLAS AT ERROL ESTATES CONDO ASSOC INC
16	09/12/2007	1	Summons Returned Summons Returned 20 DAY SUMMONS UNSERVED UNKNOWN SPOUSE OF PATRICIA K HERMAN

Comprehensive Case Information System

15	09/12/2007	Summons Returned Summons Returned 20 DAY SUMMONS UNSERVED JANE DOE	1
14	09/12/2007	Summons Returned Summons Returned 20 DAY SUMMONS UNSERVED JOHN DOE	1
13	08/27/2007	Answer Answer DEFT GREEBROOK VILLAS AT ERROL ESTATES CONDO ASSOC INC ANSWER TO COMPLAINT	1
12	08/27/2007	Letter Letter LETTER FILED TO CLERK FROM DANA A BROXTERMAN (FOR CLAYTON AND MCCULLOH) (WITH ENCLOSURE)	1
11	08/20/2007	Case Initiated FL SRS 2010 Update	
10	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO JANE DOE ORIG AND COPY TO ATTY BY HAND	
9	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO JOHN DOE ORIG AND COPY TO ATTY BY HAND	
8	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO GREENBROOK VILLAS AT ERROL ESTA ORIG AND COPY TO ATTY BY HAND	
7	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO ERROL ESTATE PROPERTY OWNERS ORIG AND COPY TO ATTY BY HAND	
6	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO UNKNOWN SPOUSE OF PATRICIA K. HERMAN ORIG AND COPY TO ATTY BY HAND	
5	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO PATRICIA K. HERMAN ORIG AND COPY TO ATTY BY HAND	
4	08/20/2007	Initial Judge Assigned Initial Judge Assigned INITIAL JUDGE ASSIGNED ADAMS, J H 40	1
3	08/20/2007	Complaint Complaint COMPLAINT FILED	1
2	08/20/2007	Civil Cover Sheet Civil Cover Sheet CIVIL COVER SHEET FILED	1
1	08/20/2007	Lis Pendens Lis Pendens LIS PENDENS	1
+ Judge Assignment History			
+ Court Events			
+ Financial Summary			
+ Reopen History			

Exhibit

B

GMAC Mortgage

May 14, 2012

Dear Homeowner,

As you may have read or heard, Residential Capital, LLC (ResCap), recently announced that it and its subsidiaries, including GMAC Mortgage, are restructuring under Chapter 11. Although you may not be familiar with our name, ResCap is the parent company of GMAC Mortgage, which services your mortgage. As servicer, GMAC Mortgage collects and keeps track of your mortgage payments and ensures that they are applied to your account and properly distributed to the lenders and investors who own your loan.

The restructuring of ResCap and GMAC Mortgage does not change your obligations as a mortgage borrower. As such, you must continue to make your scheduled mortgage payments on time and in full to the address listed on your monthly account statement.

While nothing has changed in relation to the amount of your mortgage payments or where you send those payments, we understand you may have some questions. Please feel free to contact our toll-free Homeowner Hotline at (888) 926-3479 between 8 a.m. and 5 p.m. EST, or refer to <http://www.kccllc.net/rescap> for additional information regarding ResCap's Chapter 11 reorganization. If you have specific questions about your loan, please reach out to the customer service number listed on your monthly statement.

In the coming weeks, you will receive a Notice of Chapter 11 Bankruptcy Cases, Meeting of Creditors, and Deadlines in the mail. No action is required on your part, related to this restructuring.

For our part, everyone on the GMAC Mortgage team is committed to providing the same high level of service and responsiveness we've always shown to the homeowners whose mortgage loans are entrusted to us. We look forward to helping you continue to build equity and value in your home.

Sincerely,

Thomas Marano
Chief Executive Officer
Residential Capital, LLC

GMAC Mortgage, LLC
1100 Virginia Drive
Fort Washington, PA 19034

Exhibit

C

IN THE COUNTY COURT OF THE 9TH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Plaintiff,

v.

PATRICIA K. HERMAN, et al.,

Defendant.

CASE NO. 48-2007-CA-010062-O

**COPIES
ATTACHED**

PATRICIA K. HERMAN,

Counter-Plaintiff,

v.

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Counter-Defendant.

**PLAINTIFF AND COUNTER-DEFENDANT
GMAC MORTGAGE, LLC'S
NOTICE OF BANKRUPTCY FILING
AND SUPPLEMENTAL SERVICING ORDER**

Plaintiff, counter-defendant and debtor, GMAC Mortgage, LLC ("GMAC"), by and through its undersigned counsel, and in accordance and consistent with section 362(a) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), respectfully submits this Notice of Bankruptcy Filing and Supplemental Servicing Order, and states as follows:

1. On May 14, 2012 (the "Petition Date"), Residential Capital, LLC and certain of its direct and indirect subsidiaries including, but not limited to, GMAC, (collectively, the "Debtors"), filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the

“Bankruptcy Filing”) in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408 (the “Bankruptcy Court”). The Debtors’ Chapter 11 cases being jointly administered, indexed at case number 12-12020 (MG).

2. As a result of the Bankruptcy Filing, on the Petition Date, the protections of the automatic stay codified in section 362(a) of the Bankruptcy Code arose with regard to the Debtors. Section 362(a), among other things, operates as an automatic stay of: (i) “the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding” against the Chapter 11 Debtors (11 U.S.C. § 362(a)(1)); (ii) acts to “obtain possession of property” of the Debtors’ Chapter 11 estates (11 U.S.C. § 362(a)(3)); and (iii) acts to “collect, assess, or recover a claim” against the Debtors arising prior to the Petition Date (11 U.S.C. § 362(a)(6)).

3. On July 13, 2012, the Bankruptcy Court entered a final supplemental order granting, among other things, the Debtors’ motion for limited relief from the automatic stay to permit non-Debtor parties in foreclosure and eviction proceedings, borrower bankruptcy cases and title disputes to continue to assert and prosecute certain defenses, claims and counter-claims (the “Final Supplemental Order”). Paragraphs 14, 15, 16 and 17 of the Final Supplemental Order identify the categories of defenses, claims, counter-claims and third-party claims for which the automatic stay has been modified (the “Permitted Claims”). A copy of the Final Supplemental Order is attached hereto as Exhibit A.

4. As set forth in the Final Supplemental Order, Permitted Claims are those asserted by a borrower, mortgagor, or lien holder that relate “exclusively to the property that is the subject of the loan owned or serviced by a Debtor for the purposes of defending, unwinding, or otherwise enjoining or precluding any foreclosure, whether in a Judicial State or a Non-Judicial

State, or eviction proceeding...” (Exh. A, ¶ 14(a)). Claims for monetary relief of any kind or nature and claims “for relief that if granted, would not terminate or preclude the prosecution and completion of a foreclosure or eviction” are not Permitted Claims. (*Id.*, ¶ 14(b)).

5. To the extent that the defenses, claims, counter-claims, cross-claims and/or third-party claims do not constitute Permitted Claims, they remain subject to the automatic stay and the continued prosecution of these claims is prohibited.

6. With regard to this matter, defendant and counter-plaintiff Patricia Herman asserted eight (8) counterclaims against GMAC.

a. Count I for purported violations of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.2, *et. seq.*, does not constitute a Permitted Claim and, therefore, remains subject to the automatic stay and the continued prosecution of this claim is prohibited.

b. Count II for purported violations of the “Mortgage Lending Laws – Fla. Stat. Ch. 494” does not constitute a Permitted Claim and, therefore, remains subject to the automatic stay and the continued prosecution of this claim is prohibited.

c. Count III for a purported breach of contract claim, to the extent the sole remedy is a determination as to GMAC’s ability to foreclose, is a Permitted Claim. However, to the extent that this claim seeks monetary relief, it remains subject to the automatic stay and the continued prosecution of the claim is prohibited.

d. Count IV for a purported continuing breach of contract claim, to the extent the sole remedy is a determination as to GMAC’s ability to foreclose, is a Permitted Claim. However, to the extent that this claim seeks monetary relief, it remains subject to the automatic stay and the continued prosecution of the claim is prohibited.

e. Count V for a purported breach of a reinstatement agreement claim, to the extent the sole remedy is a determination as to GMAC's ability to foreclose, is a Permitted Claim. However, to the extent that this claim seeks monetary relief, it remains subject to the automatic stay and the continued prosecution of the claim is prohibited.

f. Count VI for a purported negligence claim is moot because the Court dismissed said claim with prejudice on or about December 24, 2008.

g. Count VII for a purported breach of fiduciary duty, does not constitute a Permitted Claim and, therefore, remains subject to the automatic stay and the continued prosecution of this claim is prohibited.

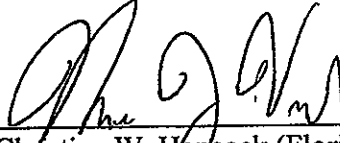
h. Count VIII for a purported unjust enrichment claim does not constitute a Permitted Claim and, therefore, remains subject to the automatic stay and the continued prosecution of this claim is prohibited.

7. Pursuant to paragraph 23 of the Final Supplemental Order, any dispute regarding the extent, application and/or effect of the automatic stay under the Final Supplemental Order, must be heard and determined in the United States Bankruptcy Court for the Southern District of New York, jointly administered under Case No. 12-12020, in accordance with the Case Management Order entered in the Debtors' case [Docket No. 141] and such other and further orders as may be entered by the United States Bankruptcy Court for the Southern District of New York.¹

8. This notice has been mailed, with a cover letter, to *pro se* defendant and counter-plaintiff Patricia Herman.

¹ A copy of the Case Management Order may be obtained at no charge at <http://www.kcclic.net/rescap>.

Respectfully submitted this 23rd day of August, 2012.



Christian W. Hancock (Florida Bar No. 0643521)

Nicholas J. Voelker (Florida Bar No. 88876)

Bradley Arant Boult Cummings LLP

100 N. Tryon Street, Suite 2690

Charlotte, NC 28202

Telephone: (704) 332-8842

Facsimile: (704) 332-8858

chancock@babbc.com

nvoelker@babbc.com

*Attorneys for Plaintiff and Counter-Defendant GMAC
Mortgage, LLC*

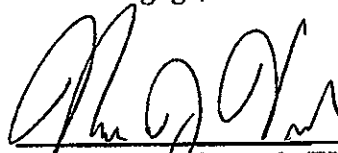
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via
United States mail, postage prepaid, this 23rd day of August, 2012, to the following:

Patricia K. Herman, Esq.
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida 32712-2229
Telephone No.: (407) 668-8082
Facsimile No.: (407) 668-8085
Pro se Defendant

Jeff A. Stone, Esq.
Clayton & McCulloh, P.A.
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751
Counsel for Greenbrook Villas at Errol Estates Condominium Association, Inc.

Drew T. Melville, Esq.
Phelan Hallinan PLC
888 SE 3rd Avenue, Suite 201
Ft. Lauderdale, FL 33316
Co- Counsel for Plaintiff and Counter-Defendant GMAC Mortgage, LLC



Christian W. Hancock (FL Bar No. 0643521)
Nicholas J. Voelker (FL Bar No. 0088872)
Bank of America Corporate Center
100 N. Tryon Street, Suite 2690
Charlotte, NC 28202
Phone: (704) 338-6000
Fax: (704) 332-8858
chancock@babco.com

*CO-COUNSEL FOR PLAINTIFF AND COUNTER-
DEFENDANT GMAC MORTGAGE, LLC*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
Debtors.)	Jointly Administered

FINAL SUPPLEMENTAL ORDER UNDER BANKRUPTCY CODE SECTIONS 105(a), 362, 363, 502, 1107(a), AND 1108 AND BANKRUPTCY RULE 9019 (I) AUTHORIZING THE DEBTORS TO CONTINUE IMPLEMENTING LOSS MITIGATION PROGRAMS; (II) APPROVING PROCEDURES FOR COMPROMISE AND SETTLEMENT OF CERTAIN CLAIMS, LITIGATIONS AND CAUSES OF ACTION; (III) GRANTING LIMITED STAY RELIEF TO PERMIT FORECLOSURE AND EVICTION PROCEEDINGS, BORROWER BANKRUPTCY CASES, AND TITLE DISPUTES TO PROCEED; AND (IV) AUTHORIZING AND DIRECTING THE DEBTORS TO PAY SECURITIZATION TRUSTEE FEES AND EXPENSES

Upon the motion (the "Motion")¹ of Residential Capital, LLC, and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors") for entry of a supplemental order under Bankruptcy Code sections 105(a), 362, 363, 1107(a) and 1108, and Bankruptcy Rule 9019 (i) authorizing the Debtors to continue implementing loss mitigation programs; (ii) approving procedures for the compromise and settlement of certain claims, litigations and causes of action in the ordinary course of the Debtors' business; (iii) granting limited stay relief to permit (w) borrowers or their tenants, as applicable, to prosecute direct claims and counter-claims in foreclosure and eviction proceedings (including in states in which non-judicial foreclosure is followed), (x) borrowers to prosecute certain actions in borrower bankruptcy cases, (y) the Debtors to prosecute foreclosure actions in those circumstances where

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion. Creditors and parties-in-interest with questions or concerns regarding the Debtors' Chapter 11 cases or the relief granted herein may refer to <http://www.kccllc.net/rescap> for additional information.



they service senior mortgage loans and own the junior mortgage loans on the underlying property, and (z) third party lien holders to prosecute direct claims and counter-claims in actions involving the amount, validity or priority of liens on properties subject to foreclosure proceedings; and (iv) authorizing and directing the Debtors to pay certain securitization trustee fees and expenses; and the Court having considered the Whitlinger Affidavit and the Bocresion Declaration; and the Court having entered the Interim Supplemental Order on June 15, 2012 [Docket No. 391]; and the Court having entered a final order on June 15, 2012 granting the GA Servicing Motion on a final basis [Docket No. 401]; and the Court having entered a final order on June 15, 2012 granting the Non-GA Servicing Motion on a final basis [Docket No. 402]; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these Chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C §§ 1408 and 1409; and it appearing that this proceeding on the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b); and sufficient notice of the Motion having been given and it appearing that no other or further notice need be provided; and the National Association of Consumer Bankruptcy Attorneys, on its own behalf and in a representative capacity, two individuals who are debtors under Chapter 13, and Edward Boltz, counsel for those individuals, having filed jointly the Limited Omnibus Objection To The Servicing Orders And Debtors' May 31, 2012 Motion For A Supplemental Order [Docket No. 221] (the "NACBA Objection"); and the Committee having filed the Omnibus Response And Reservation Of Rights Of The Official Committee Of Unsecured Creditors To Certain Of The Debtors' First Day Motions [Docket No. 240]; and the Debtors having filed the Omnibus Reply To Objections To Entry Of Final Orders For Specific "First Day" Motions And Related Relief [Docket. No. 254]; and upon the record of the hearing; and it appearing that the relief requested

by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation thereon; and any objections to the Motion, including the NACBA Objection, having been withdrawn, resolved, or overruled on the merits; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED on a final basis, as set forth herein, and any objections to the Motion are hereby overruled;

Loss Mitigation Programs

2. The Debtors are authorized, but not directed in their sole and absolute discretion and subject to available funding, to continue developing and implementing loss mitigation programs and procedures in the ordinary course of their businesses *nunc pro tunc* to the Petition Date, including, but not limited to, making incentive payments to borrowers in connection with the closing of short sales, or vacating properties in lieu of foreclosure or eviction proceedings, or in the form of borrower rebates for loan payoffs including honoring all obligations related thereto that accrued in whole or in part prior to the Petition Date (collectively, the "Loss Mitigation Programs"); provided, however, that the aggregate cash payments made by the Debtors to individual borrowers under the Loss Mitigation Programs that are not reimbursed to the Debtors shall not exceed \$550,000 per month (the "Monthly Cap"), absent consent of the Committee or further order of the Court; provided, further, however, that to the extent the Debtors do not exceed the Monthly Cap in any month they shall be entitled to utilize the difference between the actual amount and the Monthly Cap in any succeeding month. The Debtors shall provide monthly reports to the Committee and the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee"), which reports shall be in a

form agreed to by the Debtors and the Committee and such additional information as shall be reasonably requested by the Committee, in each case, concerning the Loss Mitigation Programs.

3. Cash payments made by the Debtors to individual borrowers under the Loss Mitigation Programs for which the Debtors are not reimbursed shall not exceed \$4.2 million in the aggregate, absent consent of the Committee or further order of the Court. For the avoidance of doubt, the limitation on the amount of cash payments provided for in this paragraph 3 is in addition to the limitation on the amount of cash payments provided for in paragraph 12 hereof.

Settlement Procedures

4. The Debtors are authorized, but not directed to compromise and settle certain claims brought by the Debtors against any non-insider third parties in connection with foreclosure, eviction, or borrower bankruptcy proceedings (each a "Settling Party") or by a Settling Party against any of the Debtors (each, a "Claim") in accordance with the following two-tiered procedures (the "Settlement Procedures"):

Tier I: The Debtors, in their sole discretion, may enter into, execute and consummate written agreements of settlement with respect to Claims that will be binding on the Debtors and their estates without further action by this Court or notice to any party and grant such Settling Parties cash payments or allowed prepetition claims in amounts not to exceed \$40,000 in full settlement of such Claim (each, a "Tier I Settlement").

Tier II: The Debtors may enter into, execute and consummate written agreements of settlement with respect to Claims that will be binding on the Debtors and their estates without further action by this Court or notice to any party and grant such Settling Parties cash payments or allowed prepetition claims in amounts exceeding \$40,000 but less than \$100,000 in full settlement of such Claims (each, a "Tier II Settlement"); provided, that in each case:

(a) The Debtors must provide advance written notice (by formal or informal means, including by e-mail correspondence) of the terms of any Tier II Settlement to (x) the U.S. Trustee, 33

Whitehall Street, 21st Floor, New York, New York 10004, Attn: Brian S. Masumoto, (y) counsel for the Committee, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas New York, NY 10036, Attn: Kenneth H. Eckstein and Douglas H. Mannal; and (z) counsel to the administrative agent for the Debtors' providers of debtor in possession financing, Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036, Attn: Kenneth S. Ziman and Jonathan H. Hofer (collectively the "Notice Parties")

(b) Those Notice Parties wishing to object to any proposed Tier II Settlement must serve a written objection (by formal or informal means, including by e-mail correspondence) on the Debtors, so that it is received by no later than 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days from the date the Notice Parties received written notice of such Tier II Settlement (the "Settlement Objection Deadline"). Objections should be addressed to the proposed attorneys for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn: Larren M. Nashelsky (LNashelsky@mofo.com) and Norman S. Rosenbaum (NRosenbaum@mofo.com).

(c) If the Debtors receive a timely objection from a Notice Party, the parties will confer and attempt to resolve any differences. Failing that, the Debtors may petition the Court for approval of the Tier II Settlement in accordance with any case management orders entered in the Chapter 11 cases. An objection by a Notice Party with respect to a given Tier II Settlement shall not delay the finality or effectiveness of any other settlement to which an objection has not timely been delivered.

(d) If the Debtors do not receive a written objection to a Tier II Settlement from a Notice Party by the Settlement Objection Deadline, then such Tier II Settlement shall be deemed approved and the Debtors and Settling Parties may carry out the terms of such Tier II Settlement without further notice or Court approval.

5. The Debtors shall be required to seek approval from the Court in order to enter into and consummate any proposed settlement of a Claim with a settlement amount in excess of \$100,000.

6. The Debtors are authorized in their sole discretion, but not directed, to settle claims where some or all of the consideration is being provided by a third party and/or

where the Debtors are releasing claims against creditors or third parties provided the Debtors otherwise comply with the Settlement Procedures.

7. The Settlement Procedures are without prejudice to the right of the Debtors to seek an order of this Court approving additional or different procedures with respect to specific claims or categories of claims. For claims relating to matters specified in paragraphs 14(a) and 15(a) of this Order that were resolved pursuant to a settlement prior to the Petition Date, but where such settlement has not been consummated, the Debtors are authorized, but not directed to, consummate said settlements in accordance with the Settlement Procedures set forth in this Order.

8. Notwithstanding anything to the contrary contained herein, this Order shall not affect, impair, impede or otherwise alter the right of the Debtors to resolve any prepetition or postpetition controversy arising in the ordinary course of the Debtors' businesses, or resolve any controversy authorized by any other order of the Court.

9. Nothing in this Order or the Motion shall constitute a determination or admission of liability or of the validity or priority of any claim against the Debtors, and the Debtors reserve their rights to dispute the validity or priority of any claim asserted.

10. The authority granted in this Order shall not replace or obviate the need to comply with the Debtors' internal procedures, legal or otherwise, for authorizing the settlements contemplated in the Motion. All settlements made pursuant to the Settlement Procedures shall, to the extent applicable, be made in accordance with the Debtors' settlement procedures in effect as of the Petition Date (the "Internal Settlement Protocol") and as may be amended from time; provided, however, that the Debtors shall provide the Committee and the U.S. Trustee with notice of any material changes to the Internal Settlement Protocol.

11. The Debtors shall provide monthly reports to the Committee and the U.S. Trustee, which reports shall be in a form agreed to by the Debtors and the Committee, and such additional information as shall be reasonably requested by the Committee, in each case, concerning settlements of any Claims pursuant to the Settlement Procedures.

12. Cash payments made by the Debtors under the Settlement Procedures shall not exceed \$4 million in the aggregate, absent consent of the Committee or further order of the Court.

13. Any period prescribed or allowed by the Settlement Procedures shall be computed in accordance with Bankruptcy Rule 9006.

Limited Relief from Automatic Stay

Borrower Foreclosure And Eviction Proceedings

14. The stay imposed by section 362(a) of the Bankruptcy Code applicable to (a) pending and future foreclosure actions initiated by the Debtors or in those states providing for non-judicial foreclosures, by a borrower; and (b) pending and future eviction proceedings with respect to properties for which a foreclosure has been completed or is pending, is hereby modified pursuant to the following terms and conditions:

(a) except as set forth herein, a borrower, mortgagor, or lienholder (each, an "Interested Party") shall be entitled to assert and prosecute direct claims and counter-claims relating exclusively to the property that is the subject of the loan owned or serviced by a Debtor for the purposes of defending, unwinding, or otherwise enjoining or precluding any foreclosure, whether in a Judicial State or a Non-Judicial State, or eviction proceeding, where a final judgment (defined as any judgment where the right to appeal or seek reconsideration has expired or has been exhausted) permitting the foreclosure or

eviction has not been awarded or, with respect to completed foreclosure sales in Non-Judicial States, where any applicable challenge period has not yet expired, and to prosecute appeals with respect to any such direct claims or counter-claims;

(b) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all pending and future Interested Party direct claims and counter-claims: (i) for monetary relief of any kind and of any nature against the Debtors, except where a monetary claim must be plead in order for an Interested Party to assert a claim to defend against or otherwise enjoin or preclude a foreclosure (each a "Mandatory Monetary Claim"); (ii) for relief that if granted, would not terminate or preclude the prosecution and completion of a foreclosure or eviction; or (iii) asserted in the form of a class action or collective action;

(c) absent further order of the Court, the stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Interested Party on behalf of any other Interested Party or class of Interested Parties;

(d) under no circumstances shall an Interested Party be entitled to enforce against, recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of this Order, including, without limitation, a Mandatory Monetary Claim;

(e) the Debtors shall retain the right, upon appropriate motion and notice to any affected Interested Party, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order and to the extent such relief is sought, the

Debtors will not object to the Interested Party's telephonic participation at any hearing on the motion; and

(f) nothing set forth herein shall preclude or limit any Interested Party from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

Borrower Bankruptcy Proceedings

15. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable against a borrower who currently has filed, or in the future files, for bankruptcy protection under any chapter of the Bankruptcy Code (a "Bankruptcy Borrower"), is hereby modified pursuant to the following terms and conditions:

- (a) except as set forth herein, a Bankruptcy Borrower or a trustee duly appointed under the Bankruptcy Code in the Bankruptcy Borrower's bankruptcy case (a "Bankruptcy Trustee") shall be entitled to: (i) assert and prosecute or continue to prosecute an objection to the Debtors' proof of claim filed in the Bankruptcy Borrower's bankruptcy case; (ii) assert and prosecute or continue to prosecute an objection to the Debtors' motion for relief from the automatic stay filed in the Bankruptcy Borrower's bankruptcy case; (iii) commence or continue to prosecute against the Debtors a motion or adversary proceeding, as applicable, to determine the validity, priority or extent of a Debtor's lien against the Bankruptcy Borrower's property; (iv) commence or continue to prosecute against the Debtors a motion or adversary proceeding, as applicable, to reduce (including to reduce to \$0) or fix the amount of the Debtors' claim or lien against the Bankruptcy Borrower's property; (v) prosecute appeals with respect to items (i) through (iv) above; (vi) seek an accounting from the Debtors with respect to the Bankruptcy

Borrower's loan; and (vii) enter into, execute and consummate a written agreement of settlement with the Debtors where the Debtors elect to enter into such settlement in their sole discretion (but subject to the Settlement Procedures), to resolve items (i) through (vi) above;

(b) except as set forth herein, a Bankruptcy Borrower shall be entitled to (i) engage in court-supervised or court-authorized loss-mitigation programs regarding the Bankruptcy Borrower's loan; and (ii) engage in discussions with the Debtors and execute a modification of the Bankruptcy Borrower's loan or otherwise discuss, enter into and consummate settlements of claims and liens in accordance with the ordinary course of the Debtors' business and applicable law;

(c) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all Bankruptcy Trustee's and Bankruptcy Borrower's direct claims, counter-claims, motions or adversary proceedings: (i) for monetary relief of any kind and of any nature against the Debtors; (ii) for violation of any local, state or federal statute or other law in connection with the origination of the Bankruptcy Borrower's loan; (iii) for relief that if granted, would have no effect on the amount, validity or priority of the Debtors' claim or lien against a Bankruptcy Borrower or the property of the Bankruptcy Borrower securing such claim or lien of the Debtors; or (iv) asserted in the form of a class action or collective action; provided however, a Bankruptcy Trustee or Bankruptcy Borrower, solely in connection with their objections to Debtors' proof of claim permitted by paragraph 15(a)(i) or proceedings permitted by 15(a)(iii), may assert claims of the type covered by subsection (i) or (ii) of this paragraph 15(c);

(d) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Bankruptcy Borrower on behalf of any other class of borrowers;

(e) with the sole exception of objections to Debtors' proofs of claim permitted by paragraph 15(a)(i) above and proceedings described in 15(a)(iii) above and solely for purposes of reducing any such claim and not for the purpose of obtaining an affirmative recovery or award, under no circumstances shall a Bankruptcy Borrower or Bankruptcy Trustee be entitled to recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of this Order;

(f) the Debtors shall retain the right, upon appropriate motion and notice to any Bankruptcy Borrower or Bankruptcy Trustee, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order and to the extent such relief is sought, the Debtors will not object to the Interested Party's telephonic participation at any hearing on the motion; and

(g) nothing set forth herein shall preclude or limit any Bankruptcy Borrower or Bankruptcy Trustee from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

Foreclosures By The Debtors On Senior Loans

16. The stay imposed by section 362(a) of the Bankruptcy Code applicable to pending and future foreclosure actions initiated by the Debtors in cases where they act as

servicer for the Senior Loan and also own (or for which the applicable public land records otherwise reflect that the Debtors hold an interest) the Junior Loan with respect to the underlying property (collectively, the "Junior Foreclosure Actions") is hereby modified pursuant to the following terms and conditions:

(a) except as otherwise set forth herein, the Debtors shall be entitled to assert and prosecute Junior Foreclosure Actions, whether in a Judicial State or a Non-Judicial State;

(b) the Debtors shall be entitled to take such actions as are necessary to extinguish the lien with respect to a Junior Loan or to otherwise ensure clear and marketable title with respect to the property underlying a Senior Loan in connection with any sale or other disposition of such property;

(c) the Debtors shall be entitled to seek all appropriate relief with respect to a Senior Loan in connection with the bankruptcy cases of a Bankruptcy Borrower without further order of the Court; and

(d) the Debtors shall provide monthly reports to the Committee and the U.S. Trustee, which reports shall be in a form agreed to by the Debtors and the Committee, and such additional information as shall be reasonably requested by the Committee, in each case, concerning Junior Foreclosure Actions.

D. Actions Involving Amount, Validity Or Priority Of Liens

17. The stay imposed by section 362(a) of the Bankruptcy Code applicable to actions involving the amount, validity, and/or priority of liens commenced by third parties purporting to have a lien interest or other claim ("Third Party Claimants") with respect to

properties that are subject to mortgages owned or serviced by the Debtors ("Title Disputes") is hereby modified pursuant to the following terms and conditions:

(a) except as otherwise set forth herein, a Third Party Claimant shall be entitled to assert and prosecute direct claims and counter-claims relating exclusively to the property that is the subject of the loan owned or serviced by a Debtor in connection with any Title Dispute, and to prosecute appeals with respect to any such direct claims or counter-claims;

(b) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all pending and future Third Party Claimant direct claims and counter-claims: (i) for monetary relief of any kind and of any nature against the Debtors; (ii) for relief that is not necessary for the resolution of the Title Dispute; or (iii) asserted in the form of a class action or collective action;

(c) absent further order of the Court, the stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Third Party Claimant on behalf of any other Third Party Claimant or class of Third Party Claimants;

(d) under no circumstances shall a Third Party Claimant be entitled to enforce against, recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of the Order;

(e) the Debtors shall be entitled to take such actions as are necessary to clear title with respect to property that is subject to a Title Dispute or to otherwise ensure

clear and marketable title with respect to such property in connection with any sale,
foreclosure or other disposition of such property;

(f) the Debtors shall retain the right, upon appropriate motion and
notice to any affected Third Party Claimant, to seek to impose any provision of section
362(a) of the Bankruptcy Code modified by the Order; and

(g) nothing set forth herein shall preclude or limit any Third Party
Claimant from seeking relief from the automatic stay under section 362(a) of the
Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

Payment of Securitization Trustee Fees and Expenses

18. The Debtors shall continue to perform all of their respective servicing
duties and servicing related duties, including, but not limited to, their duties as master servicer,
under all the governing agreements (including, without limitation, pooling and servicing
agreements, servicing agreements, or any other agreements concerning or relating to the Debtors'
obligations to reimburse and/or indemnify for reasonable fees, costs, expenses, liabilities, and/or
losses) (collectively, the "Agreements") relating to Debtor-sponsored securitization transactions
and non-Debtor sponsored securitization transactions to which any of The Bank of New York
Mellon Trust Company, N.A., Wells Fargo Bank, N.A., Deutsche Bank Trust Company
Americas, Deutsche Bank National Trust Company, or U.S. Bank National Association, or any
affiliate of such entities acts as trustee for which any Debtor performs servicing duties, in each of
their respective capacities as trustee (collectively, the "Trustees") and one or more of the Debtors
is a party, including but not limited to, making all principal, interest or other servicing advances
(including property protection advances) and reimbursing, indemnifying, defending and holding
harmless the Trustees and the securitization trusts for any liability, loss, or reasonable fees, cost

or expense (including fees and disbursements of counsel or agents) incurred by any of the Trustees in the performance of their duties or their administration of the trusts or other agencies under the Agreements to the extent required by the Agreements. For the avoidance of doubt, the Debtors shall pay the reasonable, actual out-of-pocket costs and expenses of the Trustees in connection with reviewing and analyzing the request by the Debtors to approve the MBS Settlement Agreement, and in connection with reviewing and analyzing amendments to the Agreements as necessary or appropriate in connection with any proposed Chapter 11 plan, the MBS Settlement Agreement or the Platform Sale. Notwithstanding the foregoing, nothing in this paragraph 18 shall require any Debtor (i) to repurchase any mortgage loans on the basis of alleged breaches of representations, warranties or other requirements of the Agreements, or make any make-whole payments with respect to any mortgage loans pursuant to the Agreements; or (ii) to enforce, as against any other Debtor entity or any non-Debtor affiliate, any provision of the Agreements under which such other Debtor entity or non-Debtor affiliate are required to repurchase any mortgage loans on the basis of alleged breaches of representations, warranties or other requirements of the Agreements, or make any make-whole payments with respect to any mortgage loans pursuant to the Agreements; and nothing in this paragraph 18 shall be deemed to impose liability on any Debtor with respect to such alleged breaches or make-whole payment requirements.

19. The Trustees shall submit invoices to (a) counsel to the Debtors, (b) counsel to the Committee, and (c) the U.S. Trustee, and all such invoices shall include (i) an itemization of all professional fees by task with a detailed description of the work performed in connection with such task, (ii) a description of related expenses, and (iii) a description of any indemnity claims. Thereafter, within thirty (30) days of presentation of such invoices, if no

written objections to the reasonableness of the fees and expenses charged in any such invoice (or portion thereof) is made by the Debtors, the Committee, or the U.S. Trustee, the Debtors are authorized and directed to pay all reasonable fees, costs and expenses and all indemnity claims referred to in paragraph 18 (including without limitation, attorney, financial advisor, consultant and expert fees and costs) incurred postpetition by any of the Trustees relating to the performance of each of the Trustees' duties or the administration of the trusts or other agencies under the Agreements (the "Trustee Expenses") that are not subject to an objection by the Debtors, the Committee, or the U.S. Trustee without further order from the Court. Any objection to the payment of the Trustee Expenses shall be made only on the basis of "reasonableness," and shall specify in writing the amount of the contested fees and expenses and a detailed basis for such objection. To the extent an objection only contests a portion of an invoice, the undisputed portion thereof shall be promptly paid. If any such objection to payment of an invoice (or any portion thereof) is not otherwise resolved between the Debtors, the Committee, or the U.S. Trustee and the issuer of the invoice, either party may submit such dispute to the Court for a determination as to the reasonableness of the disputed amounts. This Court shall resolve any dispute as to the reasonableness of any fees and expenses.

20. To the extent either the Committee, or the RMBS Trustees determine that the Trustee Expenses were improperly or mistakenly allocated to an RMBS trust or to the Debtors' estates, the Committee and the RMBS Trustees reserve the right to seek to correct the allocation of the Trustee Expenses as between the RMBS trusts or the Debtors' estates in accordance with the applicable Agreement, and such adjustment shall be the Committee's and RMBS Trustees' sole remedy arising from a misallocation. All Trustee Expenses for which (a) no objection under paragraph 19 has been interposed, or (b) where such an objection has been

interposed and the amount of Trustee Expenses determined by the Court to be reasonable, shall be entitled to administrative expense priority in the Debtors' Chapter 11 cases notwithstanding the entry of an order authorizing the assumption and assignment or rejection of any Agreement. However, the Debtors will not be responsible for any fees, costs and expenses incurred with respect to any Agreement after the entry of an order in the Debtors' Chapter 11 cases authorizing the rejection of such Agreement.

21. If any or all of the provisions of this Order are hereafter reversed, modified, limited, vacated or stayed, such reversal, stay, modification or vacatur shall not affect the validity, priority or enforceability of any Trustee Expenses incurred prior to the actual receipt of written notice by the Trustees of the effective date of such reversal, stay, modification or vacatur (the "Notice Date"). Notwithstanding any such reversal, stay, modification or vacatur, the payment of any Trustee Expenses incurred prior to the Notice Date and reimbursed prior to or after the Notice Date by the Debtors shall be governed in all respects by the original provisions of this Order, and the Trustees shall be entitled to all of the rights, remedies, privileges and benefits granted in this Order with respect to payment of Trustee Expenses.

22. Notwithstanding the Debtors' obligations set forth in paragraphs 18 and 19, nothing in this Order shall be deemed to limit, extinguish, or prejudice the Debtors' rights in any way to assume and assign or reject any Agreement in accordance with Bankruptcy Code section 365.

Other Relief

23. Any disputes regarding the extent, application and/or effect of the automatic stay under this Order shall be heard and determined in the Debtors' jointly administered bankruptcy cases pending in the United States Bankruptcy Court for the Southern

District of New York, Case No. 12-12020 in accordance with the Case Management Order entered in the Debtors' cases [Docket No. 141] and such other and further orders as may be entered by the Court.

24. The Debtors are authorized and empowered to take all actions and execute such documents as may be necessary or appropriate to carry out the relief granted herein.

25. Nothing herein shall be deemed to limit the rights of the Debtors to operate their business in the ordinary course, and no subsequent order shall be required to confirm such rights.

26. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall constitute, nor is it intended to constitute, the assumption of any contract or agreement under Bankruptcy Code section 365 or the waiver by the Debtors or their non-Debtor affiliates of any of their rights pursuant to any agreement by operation of law or otherwise.

27. Notwithstanding anything to the contrary in this Order, any action to be taken pursuant to the relief authorized in this Order is subject to the terms of any cash collateral order or debtor in possession financing order entered in these chapter 11 proceedings. All amounts authorized to be paid pursuant to this Order are subject to the limitations and restrictions imposed by the Approved DIP Budget (as defined in the DIP Credit Agreement). To the extent that there is any inconsistency between the terms of this Order and the terms of any order relating to postpetition financing or cash collateral, the terms of the orders relating to postpetition financing or cash collateral shall govern.

28. Notwithstanding anything herein to the contrary, this Order shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board

of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

29. Nothing in this Order shall discharge, release, or otherwise preclude any setoff or recoupment right of the United States of America, its agencies, departments, or agents.

30. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

31. Notwithstanding the possible applicability of Bankruptcy Rules, 2002(a)(3), 6004(h), 7062 or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

32. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: July 13, 2012
New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

Exhibit

D

IN THE COUNTY COURT OF THE 9TH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Plaintiff,

v.

PATRICIA K. HERMAN, et al,

Defendants.

PATRICIA K. HERMAN,

Counter-Plaintiff,

v.

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Counter-Defendant.

CASE NO. 48-2007-CA-010062-O

**PLAINTIFF GMAC MORTGAGE, LLC'S
NOTICE OF DISMISSAL WITHOUT
PREJUDICE OF DEFENDANT
PATRICIA K. HERMAN ONLY**

COMES NOW Plaintiff, GMAC Mortgage, LLC ("Plaintiff"), by and through its undersigned counsel of record, hereby presents this dismissal without prejudice of Defendant Patricia K. Herman only, in the referenced action.

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Respectfully submitted this 27th day of January, 2013.


Mark S. Wierman (Florida Bar No. 0095781)
Christian W. Hancock (Florida Bar No. 0643521)
Nicholas J. Voelker (Florida Bar No. 0088876)
Monica Wilson (Florida Bar No. 0089441)
Bradley Arant Boult Cummings LLP
Bank of America Corporate Center
100 N. Tryon Street, Suite 2690
Charlotte, NC 28202
Phone: (704) 338-6000
Fax: (704) 332-8858
Primary email: nvoelker@babco.com
Secondary email: mjpalmer@babco.com;
lkish@babco.com
Co-Counsel for Plaintiff and Counter-Defendant
GMAC Mortgage, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **PLAINTIFF GMAC MORTGAGE, LLC'S NOTICE OF DISMISSAL OF DEFENDANT PATRICIA K. HERMAN ONLY** was furnished via United States mail, postage prepaid, and/or via email, pursuant to Rule 2.516, this 29th day of January, 2013, to the following:

Patricia K. Herman, Esq.
Law Office of Patricia K. Herman, P.A.
Email: service2lopkhpa@gmail.com

Pro Se Defendant

Jeff A. Stone, Esq.
Russell E. Klemm, Esq.
Clayton & McCulloh
Primary: jstone@clayton-mcculloh.com
Primary: rklemm@clayton-mcculloh.com
Secondary: mfgroup2@clayton-mcculloh.com

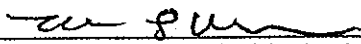
*Attorneys for Greenbrook Villas at Errol
Estates Condominium Association, Inc.*

Drew T. Melville, Esq.
Phelan Hallinan PLC
888 SE 3rd Avenue, Suite 201
Ft. Lauderdale, Florida 33316
Primary: FL.Service@PhelanHallinan.com

Christopher Eri, Esq.
Community Association Law Group
157 E. New England Avenue, Suite 340
Winter Park, Florida 32789-7007
Primary: ceri@thehoalawyer.com

*Attorneys for Plaintiff and Counter-Defendant
GMAC Mortgage, LLC*

*Attorneys for Errol Estate Property Owner's
Association*


Mark S. Wierman (Florida Bar No. 0095781)
Christian W. Hancock (Florida Bar No. 0643521)
Nicholas J. Voelker (Florida Bar No. 0088876)
Monica Wilson (Florida Bar No. 0089441)
Bradley Arant Boult Cummings LLP
Bank of America Corporate Center
100 N. Tryon Street, Suite 2690
Charlotte, NC 28202
Phone: (704) 338-6000
Fax: (704) 332-8858
Primary email: nvoelker@babco.com
Secondary email: mjpalmer@babco.com;
lkish@babco.com
*Co-Counsel for Plaintiff and Counter-Defendant
GMAC Mortgage, LLC*

IN THE COUNTY COURT OF THE 9TH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Plaintiff,

v.

PATRICIA K. HERMAN, et al.,

Defendant.

CASE NO. 48-2007-CA-010062-O

**ORDER GRANTING VOLUNTARY
DISMISSAL WITHOUT PREJUDICE AS TO
DISMISSAL OF DEFENDANT PATRICIA K.
HERMAN ONLY**

PATRICIA K. HERMAN,

Counter-Plaintiff,

v.

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Counter-Defendant.

IT HAVING BEEN MADE TO APPEAR that Plaintiff GMAC Mortgage, LLC
("Plaintiff"), desires to dismiss Defendant Patricia K. Herman without prejudice in the above-
styled action.

AND THE COURT, being fully informed and advised, hereby **ORDERS AND
ADJUDGES** as follows:

Defendant Patricia K. Herman is hereby dismissed without prejudice in the above-styled
action.

February **DONE AND ORDERED** at Orlando, Orange County, Florida, this the 4th day of
~~January~~, 2013.

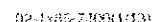
Pursuant to the Procedures Implementing Electronic
Case Filing in Circuit Civil Cases Section 4.3,
any party not receiving a copy of this order by ECF
must be provided a paper copy of this document and
a copy of the Notice of Electronic Filing by the filer.

Paper copies will not be provided by the Court.

Enean R. Thompson, J.
The Honorable Circuit Court Judge Presiding

Exhibit

E



Exhibit

F

Ocwen Loan Servicing, LLC
3451 Hammond Ave
PO Box 780
Waterloo, IA 50704-0780



2/16/2013

12-12020-mg Doc 10583-1 Filed 10/23/18 Entered 10/24/18 10:41:34 Exhibit A



PATRICIA HERMAN
1631 ROCK SPRINGS RD # 303
APOPKA FL 32712-2229



RE: Account Number: 0306854835
Property Address: 1204 N FAIRWAY DR
APOPKA FL 32712

Dear PATRICIA HERMAN:

We recently provided a letter advising that the servicing of your account has been transferred to Ocwen Loan Servicing, LLC. As a result of this transfer, Federal law requires that we provide you with the following information.

Ocwen Loan Servicing, LLC is servicing your account on behalf of EVERBANK, which currently owns the interest in your account. As of the date of this letter, the total amount of the debt is \$129,144.04. Interest, late charges, legal costs, fees and other charges may also be included in the total amount of the debt. Please note that because interest, late charges, and other charges may continue to accrue on this account, the total amount owed may be greater than the amount indicated above.

Federal law provides that you have thirty (30) days from the date of this letter to dispute the validity of this debt or any portion thereof. If you DO NOT wish to dispute this debt or any portion thereof within the thirty-day period, we will assume the debt is valid. If you wish to dispute this debt, please notify us in writing within the thirty-day period and we will provide verification of the debt or a copy of the judgment by mail. We will also provide the name and address of the original creditor if a written request is received within the same thirty-day period.

(Continue to next page)



2/16/2013

Account Number 0306854835

Page 2

Please send all written requests to:

Ocwen Loan Servicing, LLC
Attention: Customer Care
3451 Hammond Ave
Waterloo, IA 50704-0780

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

Notice Regarding Bankruptcy: If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

Note: If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance with your Chapter 13 Plan and disregard this notice.

M022

Exhibit

G

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

GMAC Mortgage, LLC, Successor By Merger To
GMAC Mortgage Corporation,

GENERAL JURISDICTION DIVISION

Case No. 2007-CA-010062-O

Plaintiff,

vs.

Errol Estate Property Owner's Association;
Greenbrook Villas at Errol Estates Condominium
Association, Inc.,

Defendants.

**PLAINTIFF'S MOTION TO PLACE CASE ON ACTIVE STATUS, MOTION TO
SUBSTITUTE PARTY PLAINTIFF AND MOTION TO SEVER COUNTERCLAIMS**

Plaintiff, GMAC Mortgage, LLC, Successor By Merger To GMAC Mortgage Corporation, by and through its undersigned counsel, files its Motion to Place Case on Active Status, Motion to Substitute Party Plaintiff and Motion to Sever Counterclaims, and in support thereof states as follows:

1. Plaintiff filed its foreclosure complaint on or about August 20, 2007.
2. The subject case was placed on inactive status by court order entered on August 14, 2014, as there was an active bankruptcy filed by GMAC Mortgage, LLC. A copy of the Order Placing Case on Inactive Status is attached hereto as Exhibit "A".
3. The order provided that the case may be re-opened upon motion to the court.
4. The basis for the inactive status has been resolved in that subject note was sold and is now being serviced by Ocwen Loan Servicing, LLC. Therefore, the bankruptcy filed by GMAC Mortgage, LLC no longer relates to this foreclosure action.
5. Pursuant to Fla. R. Civ. P. 1.260 (c), Plaintiff requests that Ocwen Loan Servicing, LLC be substituted as the Plaintiff in this case.

6. A copy of the relevant Assignment of Mortgage into Ocwen Loan Servicing, LLC, which has been recorded in Official Records Book 10700 at Page 4455 of the Public Records of Orange County, Florida, is attached hereto as "Exhibit B."
7. Defendant, Patricia K. Herman, filed 8 Counterclaims against GMAC Mortgage, LLC.
8. Plaintiff seeks to have the Counterclaim issues severed from the mortgage foreclosure, pursuant to Rule 1.270(b), Fla.R.Civ.P., as GMAC Mortgage, LLC is no longer the Plaintiff and no longer services loan on the subject note and mortgage.
9. A trial court's decision to bifurcate claims and issues is reviewed for an abuse of discretion. *See Roseman v. Town Square Ass'n, Inc.*, 810 So. 2d 516, 520 (Fla. 4th DCA 2001) ("the law is well settled that bifurcation is subject to the sound discretion of the trial court.").
10. Because none of Defendant's Counterclaims affect Ocwen Loan Servicing, LLC's ability to foreclose, severance is proper. *See Stone v. Privatbanken*, 580 So. 2d 882 (Fla. 4th DCA 1991) (counterclaims that do not impinge on a foreclosure action may be properly severed and considered after foreclosure action is completed).
11. Plaintiff further directs the court to the Notice of Bankruptcy Status filed by GMAC Mortgage, LLC on October 24, 2016, and highlights the following that was explained in said notice:
 - a. Defendant, Patricia Herman's interest in the property was foreclosed out by Greenbrook Villa's suit and, therefore, Herma's claims against GMAC are not permitted as she is not in the class of persons or entities allowed to assert such claims.

- b. GMAC Mortgage LLC's Chapter 11 Plan provided for an injunction against Defendant, Patricia Herman, from continuing to prosecute against GMAC.
- c. The Bankruptcy Court retains exclusive jurisdiction over all matters arising out or, or related to, the Chapter 11 Case, including the Defendant's Counterclaims.

WHEREFORE, Plaintiff, GMAC Mortgage, LLC, Successor By Merger To GMAC Mortgage Corporation, prays this Court for an order granting the Motion to Place Case on Active Status, Motion to Substitute Party Plaintiff and Motion to Sever Counterclaims, and such other and further relief as this Court deems just and proper.

I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via U.S. Mail on January 4, 2017 to all persons shown on the following service list.

BROCK & SCOTT, PLLC
Attorney for Plaintiff
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Phone: (954) 618-6955, ext. 6121
Fax: (954) 618-6954
FLCourtDocs@brockandscott.com

By Lauren Farinas
Lauren Farinas, Esq.
Florida Bar No. 118185

SERVICE LIST

The following persons were served by e-mail:

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com;mfgroup2@clayton-mcculloh.com

Patricia K. Herman, Esq.
1631 Rock Springs, Road, #305
Apopka, FL 32712
lopkhpa@gmail.com

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

CASE NUMBER: 2007-CA-010062-O

DIV 40

GMAC MORTGAGE LLC

Plaintiff(s),

vs.

PATRICIA K HERMAN
UNKNOWN SPOUSE OF
PATRICIA K HERMAN IF ANY
ANY AND ALL UNKNOWN
PARTIES CLAIMING BY
THROUGH UN
ERROL ESTATE PROPERTY
OWNERS ASSOCIATION INC
GREENBROOK VILLAS AT
ERROL ESTATES
CONDOMINIUM ASS
JOHN DOE
JANE DOE

Defendant(s).

ORDER PLACING CASE ON INACTIVE STATUS

This case came before the Court, and the Court directs the Clerk to place the case on INACTIVE status due to:

- ☒ Bankruptcy stay, Case No. 12-12020(mg) [BKST]
☐ Case pending resolution of another case, Case No. _____ [CPRC]
☐ Written agreement of the parties [BWAP]
☐ Appeal pending [AP]
☐ Motion to stay or abate due to Department of Justice/Attorney General settlement [DOJ/AG]

2007-CA-010062-O

Exhibit "A"

☐ Other (a reason must be provided in writing by the presiding judge or designee) [OTH]

The Clerk of Court is therefore directed to remove this case from ACTIVE status, and designate it as an INACTIVE case category based on the reason checked above. The parties must return the case to active status by motion, with notice to all parties, within 30 days of the termination of grounds for inactive status, and seeking an order of court returning it to active status.

DONE AND ORDERED at Orlando, Orange County, Florida on this 14th day of August, 2014.


Margaret H Schreiber
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above order was delivered to the below parties on this ____ day of _____, 20____.

Brock & Scott

1501 Nw 49th St Ste 202
Fort Lauderdale Fl 33309

Patricia K Herman, Esquire

1631 Rock Springs Rd # 305
Apopka Fl 32712

Christopher Paul Eri,
Esquire

4250 Alafaya Trl Ste 212-173.
Oviedo Fl 32765

Jeff A Stone, Esquire

Clayton & McCulloh
1065 Maitland Center Commons Blvd
Maitland Fl 32751

Janice Lamboy

Conformed and Mailed
AUG 15 2014
DESIREE GROSS

Prepared by and return to:
Elizabeth Houston
Legal Assistant, Ext. 53019
Phelan Hallinan, PLC
Attorneys for Plaintiff
2727 West Cypress Creek Road
Ft. Lauderdale, FL 33309
Tel: 954-462-7000
Fax: 954-462-7001
Service by email: FL.Service@PhelanHallinan.com
File Number: PH # 11351
Will Call No.:

DOCN 201400583104 B: 10708 P: 4455
02/06/2014 02:59:07 PM Page 1 of 1
Rec Fee: \$10.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: PHELAN HALLINAN PLC



[Space Above This Line For Recording Data]

Assignment of Mortgage

KNOW ALL MEN BY THESE PRESENTS:

THAT GMAC MORTGAGE, LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION, whose address is c/o Ocwen Loan Servicing, LLC, 1100 VIRGINIA DRIVE, STE 175, FORT WASHINGTON, PA 19034, herein designated as the assignor, does hereby grant, bargain, sell, assign, transfer and set over unto OCWEN LOAN SERVICING, LLC, whose address is c/o Ocwen Loan Servicing, LLC, 1100 VIRGINIA DRIVE, STE 175, FORT WASHINGTON, PA 19034, herein designated as assignee, the mortgage executed by PATRICIA K. HERMAN, A SINGLE PERSON on February 25, 2000 and recorded on March 9, 2000 in ORANGE COUNTY, Florida at Book 5958, Page 1962, encumbering the property more particularly described as follows:

Unit # 1204, Building 4, Greenbrook Villas at Errol Estates I, a Condominium, together with undivided interests in the land, common elements and common expenses appurtenant to said units, all in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of Greenbrook Villas at Errol Estates I, a Condominium, recorded January 19, 1987, in O.R. Book 3854, Page 1905, et. seq., along with subsequent Modification thereof, all in the Public Records of Orange County, Florida.

To Have and to Hold the same unto the said Assignee, its successors and assigns.

In Witness Whereof, the said Assignor has hereunto set his hand or caused these presents to be signed by its proper corporate officers, this 28 day of January, 2014.

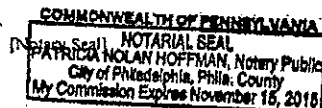
Signed and delivered in our presence:

Darryl Harris
Witness Name: Darryl Harris

Derien Lewis
Witness Name: Derien Lewis

State of Pennsylvania
County of Montgomery

The foregoing instrument was acknowledged before me this 28 day of January, 2014 by Sherrell Feagins, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced a Power of Attorney as identification.



GMAC MORTGAGE, LLC SUCCESSOR BY
MERGER TO GMAC MORTGAGE CORPORATION

By: Sherrell Feagins
Name: Sherrell Feagins

Title: Authorized Signer
Ocwen Loan Servicing, LLC, Attorney in Fact

Patricia Nolan Hoffman
Notary Public

Printed Name: Patricia Nolan Hoffman

My Commission Expires: 11-15-15

PH # 11351

Exhibit "B"

Exhibit

H

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE AND OSCEOLA
COUNTIES, FLORIDA

OCWEN Loan Servicing;
~~GMAC Mortgage~~
Plaintiff

CIRCUIT CIVIL DIVISION: 40

vs.

Patricia K. Herman, et al.
Defendant

CASE NO.: 2007-CA-010062-0

ORDER PLACING CASE ON ACTIVE STATUS DUE TO:

This case came before the Court, and the Court has been advised that the Plaintiff/Defendant have/has moved to place the case on **ACTIVE** status due to:

- ☒ Plaintiff/defendant stipulates that the bankruptcy stay has been lifted,
Case No. 12-12020 (mg) [BKST LFT]
- ☐ Plaintiff/defendant stipulates that related case has been disposed,
Case No. _____ [CPRC DISP]
- ☐ Written agreement of the parties [BWAP]
- ☐ Plaintiff/defendant stipulates that pending appeal has been disposed [AP DISP]
- ☐ Plaintiff/defendant stipulates that Department of Justice/Attorney General review is complete [DOJ/AG DISP]
- ☐ Other (a reason must be provided in writing by the presiding judge or designee)
[OTH DISP]

FILED IN OPEN COURT 2/14/2017
Clerk, Cir. Ct., Orange Co., FL
By Ro D.C.

The Clerk of Court is therefore directed to remove this case from the **INACTIVE** status, and designate it as an **ACTIVE** case category based on the reason checked above.

DONE and ORDERED in Orange County, Florida, this 14th day of Feb. 2017

[Signature]
Presiding Judge

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA ✓

GMAC MORTGAGE, LLC, SUCCESSOR BY
MERGER TO GMAC MORTGAGE
CORPORATION,
PLAINTIFF,
VS.
PATRICIA K. HERMAN; ET AL
DEFENDANTS.

GENERAL JURISDICTION DIVISION
CASE NO. 2007-CA-010062-O

FILED IN OPEN COURT 2/14/2017
Clerk, Cir. Ct., Orange Co., FL
By PLD D.C.

**ORDER ON PLAINTIFF'S MOTION TO PLACE CASE ON ACTIVE STATUS,
MOTION TO SUBSTITUTE PARTY PLAINTIFF AND MOTION TO SEVER
COUNTERCLAIMS**

THIS CAUSE having come before the Court on PLAINTIFF'S MOTION TO PLACE
CASE ON ACTIVE STATUS, MOTION TO SUBSTITUTE PARTY PLAINTIFF AND
MOTION TO SEVER COUNTERCLAIMS, and the Court having heard argument of parties,
having reviewed the file and the Court being otherwise duly advised, it is thereupon,

ORDERED AND ADJUDGED:

1. PLAINTIFF'S MOTION TO PLACE CASE ON ACTIVE STATUS is hereby
GRANTED.
2. PLAINTIFF'S MOTION TO SUBSTITUTE PARTY PLAINTIFF is hereby
GRANTED.
3. PLAINTIFF'S MOTION TO SEVER COUNTERCLAIMS is hereby GRANTED.
4. Defendant may go forward on the
counterclaim.

DONE AND ORDERED in Chambers at Orange County, Florida, this 14TH day of
February, 2017.

By: 
CIRCUIT JUDGE

copies furnished to:

SERVICE LIST

for →
address {
Lauren Farinas Esq.
Brock & Scott, PLLC
Attorney for Plaintiff
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
FLCourtDocs@brockandscott.com

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Patricia K. Herman
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, Suite 305
Apopka, FL 32712
service2lopkhpa@gmail.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh, 1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com
mfgroup2@clayton-mcculloh.com

Raquel M. Fox
3350 US Hwy 441-27
Fruitland Park, FL 34731

Sheeler Road Animal Hospital, Inc.
c/o Wayne A. Lundberg, Registered Agent
547 Sheller Avenue
Apopka, FL 32703

Michelle L. Bryan
1739 Dogwood Hill Drive
Denver, NC 28037

Wayne A. Lundberg
3350 US Hwy 441-27
Fruitland Park, FL 34731

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

Ocwen Loan Servicing, LLC,

GENERAL JURISDICTION DIVISION

Plaintiff,

Case No. 2007-CA-010062-O

vs.

Patricia K. Herman, et al.,

Defendants.

**NOTICE OF CHANGE OF ATTORNEY OF RECORD AND DIRECTIONS TO CLERK TO
UPDATE ATTORNEY INFORMATION**

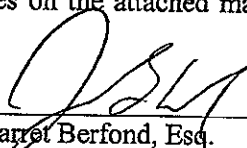
Please be advised that while the law firm of Brock & Scott, PLLC is still the law firm representing the Plaintiff, Ocwen Loan Servicing, LLC, Attorney Jarret Berfond is now counsel of record.

DESIGNATION OF PRIMARY E-MAIL ADDRESS

In accordance with Fla. R. Jud. Admin. 2.516(b)(1)(A), the undersigned attorney for the Plaintiff hereby designates FLCourtDocs@brockandscott.com as their primary e-mail address.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Notice of Change of Attorney was sent via U.S. Mail or as otherwise indicated to the parties on the attached mailing list on this 28 day of April 2017.


Jarret Berfond, Esq.

Fla Bar #: 28816

BROCK & SCOTT, PLLC

Attorney for Plaintiff

1501 N.W. 49th Street, Suite 200

Ft. Lauderdale, FL 33309

Phone: (954) 618-6955

Fax: (954) 618-6954



CERTIFICATE OF SERVICE

The following persons were served by e-mail or U.S. Mail:

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq., 157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Patricia K. Herman
Law Office of Patricia K. Herman, P.A., 1631 Rock Springs Road, Suite 305
Apopka, FL 32712
service2lopkhpa@gmail.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq., Clayton & McCulloh, 1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com;mfgroup2@clayton-mcculloh.com

Michelle L. Bryan
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c/o Wayne A. Lundberg, Registered Agent, 547 Sheller Avenue
Apopka, FL 32703

Wayne A. Lundberg
3350 US Hwy 441-27
Fruitland Park, FL 34731

Exhibit

I

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

OCWEN LOAN SERVICING, LLC
PLAINTIFF,
VS.
PATRICIA K. HERMAN; ET AL.
DEFENDANTS.

GENERAL JURISDICTION DIVISION
CASE NO. 2007-CA-010062-O


NOTICE OF READINESS FOR FORECLOSURE TRIAL

Plaintiff, OCWEN LOAN SERVICING, LLC, by and through its undersigned counsel,
and hereby files this Notice of Readiness for Trial to advise the Court that the instant matter is at
issue and ready to be set for trial. Plaintiff estimates that a non-jury trial on the original action
will take one (1) hour of the court's trial docket.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Readiness for
Trial was sent electronically or via U.S. Mail, on this 1 day of May, 2017
to all parties in the attached service list.

BROCK & SCOTT, PLLC
Attorney for Plaintiff
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Phone: (954) 618-6955, ext. 6121
Fax: (954) 618-6954
FLCourtDocs@brockandscott.com

By 
Jarret Berfond, Esq.
Florida Bar No. 28816



SERVICE LIST

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Patricia K. Herman
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, Suite 305
Apopka, FL 32712
service2lopkhpa@gmail.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh, 1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com
mfgroup2@clayton-mcculloh.com

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Wayne A. Lundberg
3350 US Hwy 441-27
Fruitland Park, FL 34731

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NUMBER: 2007-CA-010062-O

OCWEN LOAN SERVICING
LLC

Plaintiff(s),

vs.


PATRICIA K HERMAN, et al.

Defendant(s).

ORDER SETTING NON-JURY TRIAL

YOU ARE HEREBY NOTIFIED that a **NON-JURY TRIAL** in the above cause will be heard before Judge Bob LeBlanc on **July 19, 2017 at 2:30 p.m. (1 hour reserved) in Hearing Room 2000.02** at 425 N. Orange Avenue, Orlando, Florida 32801 or as soon thereafter as it can be reached. Plaintiff/Counter-Plaintiff's failure to appear shall result in dismissal of the case.

DONE AND ORDERED on this 10 day of May, 20 17.

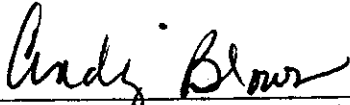


Bob LeBlanc
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this 11
day of May, 2017 by using the Florida Courts E-Filing Portal System.

Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System and by U.S. mail to the attached service list.



Cindy Brown, Judicial Assistant to Judge Bob LeBlanc

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Human Resources, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida, (407) 836-2303, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

SERVICE LIST

File # 14-F01214

1204 North Fairway Drive, Apopka, FL 32712

Brock and Scott, PLLC
Attorneys for Plaintiff
1501 NW 49th Street, Suite 200
Fort Lauderdale, FL 33309
FLCourtDocs@brockandscott.com

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
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Wayne A. Lundberg
3350 US Hwy 441-27
Fruitland Park, FL 34731

EXHIBIT "A" – for FORECLOSURE NON-JURY TRIALS

**Guidelines for Division 40 Controlling Trial and Exhibit Testimony
Judge Bob LeBlanc**

This matter shall control all Non-Jury Foreclosure trials unless in conflict with a Case Management Order entered on the specific case.

The ATTORNEY/PRO SE WORKSHEET (attached) shall be completed in full by each side, be signed and dated by each, and returned to the Court and filed with the clerk of court within ten (10) days of receipt of same. A copy should be provided to opposing counsel or party.

A. REFERRAL TO MEDIATION; DEADLINE.

- (1) If this matter has not been previously mediated, the matter must be mediated no later than two weeks prior to the trial date. Plaintiff shall have the responsibility for setting the mediation. If costs are incurred they shall be shared equally between the plaintiff and defendant.
- (2) Any party may move to defer or dispense with mediation upon good cause shown. However, mediation shall proceed unless a Court order specifically dispenses with mediation.
- (3) All parties and their counsel or authorized representative, with the authority to resolve this matter must appear in person. Telephone or video appearances are not permitted.

B. DISCOVERY PROVISIONS:

- (1) All discovery must be completed no later than one week prior to the trial in this matter.
- (2) Sanctions will be imposed for failure to comply with the *Florida Rules of Civil Procedure* and the *Administrative Rules of the Ninth Judicial Circuit*.
- (3) The filing of motions that are not set for immediate hearing and heard will not toll the compliance with a requirement.
- (4) "Compliance" with discovery and with the "Rules" means complete compliance. Failure to comply fully will constitute non-compliance.

C. EXCHANGE OF WITNESS LISTS AND EVIDENCE SCHEDULES.

No later than twenty (20) days before the trial, attorneys and *pro se* parties shall serve upon each other (but not file) the following:

- (1) **LIST OF ALL WITNESSES** (including known impeachment and rebuttal witnesses) which the party might call at trial. The list shall contain the name, address and telephone number of the witness and whether the witness is a liability or damage witness. Additionally, expert witnesses shall be designated as such.

(2) **SCHEDULE OF ALL EXHIBITS** which a party may offer at trial numbered sequentially. The schedules will include all depositions to be offered in evidence at trial.

D. REQUIREMENTS PRIOR TO TRIAL.

(a) **MEETING OF ATTORNEYS, AND PRO SE PARTIES.** No later than ten (10) working days prior to the trial, counsel who will try the case, and *pro se* parties, if any, shall meet. Attendance at this meeting is mandatory. Plaintiff's attorney (or if plaintiff is *pro se*, defendant's attorney) shall arrange a mutually agreeable time, date and place for this meeting.

At the meeting the attorneys, and *pro se* parties shall:

1. Discuss and attempt to settle the case.
2. Produce, examine, and INITIAL every evidentiary exhibit intended to be offered at trial; agree upon those which can be admitted as joint exhibits, those which can be admitted without objection, and identify those to which objection will be made and the grounds of each objection, and note this on a separate copy of each party's exhibit schedule. Objections not reserved or grounds not noted on such separate schedule will be deemed waived at trial. Agreements and objections will be filed with the Court no later than one week before the trial.
3. Review the witness lists and in good faith note on a separate copy which witnesses and depositions will actually be used at trial.
4. Discuss and stipulate as to those facts which will require no proof at trial.
5. Discuss, clarify and frame all factual issues of fact to be tried.
6. Identify all issues of law, procedure or evidence to be decided by the Court prior to or during trial.
7. Discuss and attempt to agree upon any other matters which will lead to a more orderly and expeditious trial, e.g., copies in lieu of originals, witnesses out of turn, which portions and how depositions will be presented, etc.

E. The following documents: *Division 40 Guidelines and Procedures*; and the *Ninth Judicial Circuit Courtroom Decorum Policy* are located at <http://ninthcircuit.org/about/judges/circuit/bob-leblanc>. It is further ordered that all counsel are charged with reading and being familiar with the contents thereof and complying therewith.

F. EXPECTATIONS: All counsel and *pro se* litigants are expected to be prepared and ready for trial when the matter is called for trial. Witnesses must be present and under subpoena. Failure of a party to appear at trial and to be prepared for trial may result in either a dismissal of the action or a default being entered by the Court.

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.
CIVIL DIVISION 40

Plaintiff,

vs.

Defendant.

Attorney Worksheet for Foreclosure Trial Division 40
Plaintiff/Defendant/HOA Worksheet (Circle one)

Plaintiff's counsel	Defendant or Defense counsel	HOA Counsel
_____	_____	_____
_____	_____	_____

Estimated number of hours to try case: Pltf _____ Deft _____ HOA _____

Names of witnesses to be called and interest in case:

Plaintiff	Defendant	HOA
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Original Mortgage is: Filed Lost _____

Original Note is: Filed Lost _____

Assignments/_____ Filed Lost _____

_____ All exhibits must be marked before the day of trial and exchanged with
opposing counsel or *pro se* litigant. Exhibit tags may be obtained from the Trial Clerk.

Court Reporter will be ordered by: Plaintiff Defense HOA None

Chain of Holder of Mortgage/Note:

1- _____	Date of transfer _____
2- _____	Date of Transfer _____
3- _____	Date of Transfer _____
4- _____	Date of Transfer _____

Trial should not be set before _____ Reason: _____

Date Completed

Name of Party (please print)

Signature of Party

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this ____ day of _____, 2015 by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System to:

I HERBY CERTIFY that a copy of the foregoing was furnished on this ____ day of _____, 2015 by U.S. Mail to:

Signature of Party

Exhibit

J

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

PATRICIA HERMAN
Counter-Plaintiff,

VS.

OCWEN LOAN SERVICING, LLC.
Counter-Defendant.

GENERAL JURISDICTION DIVISION
CASE NO. 2007-CA-010062-O


COUNTER-DEFENDANT'S REQUEST TO PRODUCE TRIAL EXHIBITS TO
COUNTER-PLAINTIFF

Counter-Defendant, **OCWEN LOAN SERVICING, LLC** through its undersigned counsel, hereby request that Counter-Plaintiff, **PATRICIA HERMAN** produce and permit inspection and copying of the documents listed below, pursuant to FRCP Rule 1.350

The document to be Produced: **Trial Exhibits**

I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via U.S. Mail on July 5th, 2017 to all persons shown on the following service list.

BROCK & SCOTT, PLLC
Attorney for Counter-Defendant
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Phone: (954) 618-6955, ext. 6121
Fax: (954) 618-6954
FLCourtDocs@brockandscott.com

By 
Jarret Berfond, Esq.
Florida Bar No. 28816

SERVICE LIST

Patricia K. Herman, Esq.
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, FL 32712-2229
lopkhpa@gmail.com

Exhibit

K

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

OCWEN LOAN SERVICING, LLC,
PLAINTIFF,

GENERAL JURISDICTION DIVISION

VS.

Case No. 2007-CA-010062-O

PATRICIA K. HERMAN; UNKNOWN SPOUSE OF
PATRICK K. HERMAN, IF ANY; ANY AND ALL
UNKNOWN PARTIES CLAIMING BY, THROUGH,
UNDER, AND AGAINST THE HEREIN NAMED
INDIVIDUAL DEFENDANT(S) WHO ARE NOT
KNOW TO BE DEAD OR ALIVE, WHETHER SAID
UNKNOWN PARTIES MAY CLAIM AN INTEREST
AS SPOUSES, HEIRS, DEVISEES, GRANTEEES OR
OTHER CLAIMANTS; ERROL ESTATE PROPERTY
OWNER'S ASSOCIATION, INC; GREENBROOK
VILLAS AT ERROL ESTATES CONDOMINIUM
ASSOCIATION, INC; JOHN DOE AND JANE DOE AS
UNKNOWN TENANTS IN POSSESSION,
DEFENDANTS.

FILED IN OPEN COURT 7/19/2017
Clerk, Cir. Ct., Orange Co., FL
By [Signature] D.C.

FINAL JUDGMENT

THIS ACTION was tried before the Court on July 19, 2017. On the evidence presented

IT IS ADJUDGED that:

1. Plaintiff, Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409, is due:

Principal		\$77,986.02
Interest from 2/1/07 to 7/1/17		\$67,233.24
Title Search		\$400.00
Prior Servicer Escrow		\$5,307.06
Escrow Refunds		\$82.71
Tax Disbursements 2014		\$1,066.42
Tax Disbursements 2015		\$1,140.16
Tax Disbursements 2016		\$1,146.02
Property Maintenance		\$3,329.58
Property Preservation		\$310.00
Property Inspections		\$1,192.29
Property Appraisals		\$1,634.25

Attorneys' fees		
Flat Fee	\$250.00	
Hourly Fees	\$1,555.50	
Finding as to reasonable number of attorney hours: 6.8		
Finding as to reasonable attorney hourly rate: \$215.00		
Finding as to reasonable number of paralegal hours: 1.1		
Finding as to reasonable paralegal hourly rate: \$85.00		
Additional Flat Fee		
Case Management Conference- 6/27/14 & 7/31/14	\$1,000.00	
Case Management Conference- 9/23/16	\$500.00	
Attorneys' fees total		\$1,805.00
Subtotal		\$162,632.75
LESS: Suspense Balance		(\$1.89)
LESS: Escrow Payments		(\$5.15)
TOTAL		\$162,625.71

2. The grand total amount referenced in Paragraph 1 shall bear interest from this date forward at the prevailing legal rate of interest in accordance with Section 55.03, Florida Statutes.

3. Plaintiff holds a lien for the total sum superior to all claims or estates of defendants, on the following described property in Orange County, Florida:

UNIT # 1204, BUILDING 4, GREENBROOK VILLAS AT ERROL ESTATES I, A CONDOMINIUM, TOGETHER WITH UNDIVIDED INTERESTS IN THE LAND, COMMON ELEMENTS AND COMMON EXPENSES APPURTENANT TO SAID UNITS, C111 IN ACCORDANCE WITH AND SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, TERMS AND OTHER PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF GREENBROOK VILLAS AT ERROL ESTATES I, A CONDOMINIUM, RECORDED JANUARY 19, 1987, IN O.R. BOOK 3854, PAGE 1905, ET. SEQ., ALONG WITH SUBSEQUENT MODIFICATION THEREOF, ALL IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

4. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on OCT. 19, 2017, to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at 425 North Orange Avenue in Orange County in Orlando, Florida, in accordance with section 45.031, Florida Statutes, using the following method (CHECK ONE):

- ☐ At _____, beginning at _____ on the prescribed date.
- ☒ By electronic sale beginning at 11:00 on the prescribed date at www.myorangeclerk.realforeclose.com.

5. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

6. On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

7. On filing the certificate of sale, defendants and all persons claiming under or against defendants since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

8. Jurisdiction of this action is retained to enter further orders that are necessary or are proper including, but not limited to re-foreclosure against any subordinate interest omitted from these proceedings, determining the amounts owed to any condominium or homeowners association, issuance of a writ of possession and the entry of a deficiency judgment, when and if such deficiency is sought if the parties liable under the note have not been discharged in bankruptcy (however no deficiency may be sought if the parties liable under the note were subject to an order allowing Plaintiff or its predecessors-in-interest only in rem relief from the bankruptcy automatic stay).

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

ORDERED at Orlando, Florida, on

July 19, 2017

R. H. Bole
Circuit Court Judge


I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via U.S. Mail on July 19, 2017, 2017 to all persons shown on the following service list.

Copies furnished:

Nazish Zaheer, Esq.
Attorney for Plaintiff
1501 Northwest 49th Street, Suite 200
Fort Lauderdale, FL 33309

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh, 1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com;mfgroup2@clayton-mcculloh.com


71920

Exhibit

L

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR
ORANGE COUNTY, FLORIDA

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING, LLC,

Counter Defendant.

**ORDER GRANTING COUNTER PLAINTIFF'S MOTION FOR ORDER
DIRECTING CLERK TO CHANGE CASE STYLE**

THIS CAUSE came before this Honorable Court on the 19th day of July, 2017, on the Counter Plaintiff's ore tenus *Motion for Order Directing Clerk to Change Case Style*, and after hearing arguments, reviewing the pleadings in the Court file, and/or otherwise being fully advised in the premises, this Honorable Court finds as follows:

- A. On or about February 14, 2017, OCWEN LOAN SERVICING, LLC was substituted into this action as Party Plaintiff for GMAC MORTGAGE, LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION;
- B. OCWEN LOAN SERVICING, LLC has no objection to the amendment of the case style in this action;

it is therefore:

ORDERED AND ADJUDGED as follows:

1. The Counter Plaintiff's *Motion for Order Directing Clerk to Change Case Style* is hereby **GRANTED**.
2. The new caption for this case shall reflect the remaining active

counterclaim:

PATRICIA K. HERMAN,

Counter Plaintiff,

vs.

OCWEN LOAN SERVICING, LLC,

Counter Defendant.


ORDERED at Orlando, Orange County, Florida on this 31 day of July, 2017.



THE HONORABLE JUDGE BOB LEBLANC
Circuit Court Judge

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing Order Granting the Counter Plaintiff's *Motion for Order Directing Clerk to Change Case Style* will be furnished this 31 day of July 2017, via Florida E-Portal to all parties of record.



Judicial Assistant/Attorney

Exhibit

M

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR
ORANGE COUNTY, FLORIDA

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING LLC,

Counter Defendant.

MOTION FOR LEAVE TO FILE SECOND AMENDED COUNTER CLAIM

COMES NOW the Counter Plaintiff, **PATRICIA K HERMAN**, by and through her undersigned counsel, pursuant to Florida Rule of Civil Procedure 1.190(a), and moves this Honorable Court for an order granting leave to file Counter Plaintiff's Second Amended Complaint in this action, and as grounds thereof states as follows:

1. On or about February 14, 2017, this Honorable Court granted Plaintiff/Counter Defendant, OCWEN LOAN SERVICING, LLC (hereinafter referred to as "Ocwen"), motion to be substituted into this action as Party Plaintiff in place of GMAC MORTGAGE CORPORATION, LLC.

2. On or about July 31, 2017, this Honorable Court ordered that the style of the case be changed to reflect the counter claim to be against *Ocwen Loan Servicing, LLC*.

3. There are several relevant issues contained within Ms. Herman's Counter Claims that need to be amended, corrected, added or deleted due to Ocwen's substitution into this action.

4. Allowing Ms. Herman to file her *Second Amended Counter Claim* would serve to ensure that all relevant issues are fully litigated in this action.

5. Ocwen would not be unduly prejudiced by this Honorable Court allowing Ms. Herman to file her *Second Amended Counter Claim*. (Please see the attached copy of Ms. Herman's Second Amended Counter Claim, "Exhibit A").

6. This amendment is not filed for the purposes of delay.

WHEREFORE, Ms. Herman respectfully requests that this Honorable Court grant her Motion for Leave to File Second Amended Counter Claim, and further order that Ms. Herman's *Second Amended Counter Claim*, which was filed on July 4, 2018, be deemed filed as of that date.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Motion for Leave to File Second Amended Counter Claim* will be furnished on this 4th day of July 2018 via Florida E-Filing Portal to all parties of record in this action.

/s/Patricia K. Herman

PATRICIA K. HERMAN, ESQUIRE

Florida Bar No: 0113018

Law Office of Patricia K. Herman, P.A.

1631 Rock Springs Road, #305

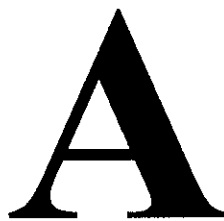
Apopka, Florida 32712-2229

Correspondence E-mail: lopkhpa@gmail.com

Service E-mail: service2lopkhpa@gmail.com

407/7731-5823

Attorney for Counter-Plaintiff



IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR
ORANGE COUNTY, FLORIDA

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING LLC,

Counter Defendant.

COUNTER PLAINTIFF'S SECOND AMENDED COUNTERCLAIM

COMES NOW the Counter Plaintiff, PATRICIA K. HERMAN (hereinafter referred to as "Ms. Herman"), by and through her undersigned counsel, and files her *Second Amended Counter Claim* against the Counter-Defendant, and states as follows:

JURISDICTION

1. This is an action for damages in excess of FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$15, 000.00).
2. Ms. Herman at all times material hereto, resided in Orange County, State of Florida.
3. At all times material hereto, the Counter Defendant, OCWEN LOAN SERVICING, LLC (hereinafter referred to as "Ocwen"), a foreign for-profit corporation, with its principal place of business in West Palm Beach, Florida, was authorized to conduct business within the State of Florida.
4. Upon Ocwen's request, this Honorable Court bifurcated Ms. Herman's Counter Claim from its *Complaint for Mortgage Foreclosure* and allowed both causes of action to proceed.
5. On July 19, 2017, this Honorable Court entered its *Final Judgment* on Ocwen's *Complaint*

for Mortgage Foreclosure, awarding it title interest to the real property that is subject of the note and mortgage sued upon in this instant counterclaim.

6. Pursuant to this Honorable Court's February 4, 2013 *Order of Dismissal*, Ms. Herman was not a party to Ocwen's foreclosure action.

VENUE

7. Venue is proper in Orange County, Florida.
8. The property, which is subject to the note and mortgage sued upon in this action, is located in Orange County, Florida, to wit: 1204 North Fairway Drive, Apopka, Florida 32712, bearing the legal description of:

Unit #1204, Building 4, Greenbrook Villas at Errol Estates I, a Condominium, together with undivided interests in the land, common elements and common expenses appurtenant to said units, all in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of Greenbrook Villas at Errol Estates I, a Condominium, recorded January 19, 1987, in O.R. Book 3854, Page 1905, et. Seq., along with subsequent Modification thereof, all in the Public Records of Orange County, Florida.

9. The injury to Ms. Herman occurred in Orange County, Florida.

PROCEDURAL HISTORY

10. On August 20, 2007, GMAC MORTGAGE, LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION, (hereinafter referred to as "GMAC"), filed the instant action for mortgage foreclosure.
11. On December 15, 2008, Ms. Herman filed her *Amended Answer, Affirmative Defenses and Counterclaim*, to GMAC's *Complaint to Foreclose Mortgage*.
12. On August 3, 2012, Ms. Herman properly coordinated, set and filed a *Notice of Hearing* on her *Amended Motion for Entry of Default Final Judgment and Motion to Compel*.

13. On August 23, 2012, GMAC unilaterally cancelled the hearing on Ms. Herman's *Amended Motion for Entry of Default Final Judgment and Motion to Compel*.
14. On August 24, 2012, GMAC filed its *Suggestion of Bankruptcy*.
15. On February 4, 2013, Ms. Herman was dismissed from the foreclosure action.
16. On January 4, 2017, Ocwen filed its *Motion to Place Case on Active Status, Motion to Substitute Party Plaintiff and Motion to Sever Counterclaims*.
17. On February 14, 2017, this Honorable Court entered its *Order Placing Case on Active Status*, due to the bankruptcy stay being lifted, placing the case on active status; substituting Ocwen for GMAC, as party plaintiff; severing the counterclaims; and, allowing both actions to proceed.
18. On July 19, 2017, this Honorable Court entered its *Final Judgment* of foreclosure against Ms. Herman.
19. On June 18, 2018, Ms. Herman filed her *Motion to Set Aside Final Judgment Entered on July 19, 2017 and Cancel Foreclosure Sale Set for July 17, 2018*.
20. On June 28, 2018, this Honorable Court ordered Ocwen to remove Ms. Herman's name from its July 19, 2017 *Final Judgment* of foreclosure.
21. Ocwen has set the foreclosure sale of the subject property to occur on July 17, 2018.

FACTUAL BACKGROUND

22. On or about February 25, 2000, Ms. Herman entered into a contract to purchase the real property located at 1204 North Fairway Drive. (Please see a copy of the executed settlement documents, which are collectively attached hereto and incorporated herein as "Exhibit A").
23. The executed settlement documents, which the note and mortgage are predicated upon, do

not authorize the collection of private mortgage insurance or hazard insurance premiums, nor does it authorize the removal of any monies from Ms. Herman's escrow account for the payment of same.

COUNT I

WRONGFUL FORECLOSURE

Breach of Contract

24. Ms. Herman hereby realleges the preceding paragraph, numbered 1 through 23, of this *Second Amended Counterclaim*, as if fully set forth herein.
25. On April 1, 2000, Ocwen breached the terms and conditions of the subject Note and Mortgage by its unauthorized charge and collection of private mortgage insurance, (hereinafter referred to as "PMI"), premium payments from Ms. Herman's monthly mortgage payment and escrow account.
26. The settlement documents, upon which the instant note and mortgage are predicated, do not authorize the collection of PMI payments from Ms. Herman. (Please see Exhibit A).
27. Ocwen has misapplied Ms. Herman's March 1, 2000 payment, in breach of the terms and conditions of the subject Note and Mortgage.
28. Ms. Herman informed Ocwen of the misapplication of her payment, and Ocwen has refused to correct same.
29. Ocwen has materially breached the terms of the subject Note and Mortgage.
30. Ocwen's breach of the subject Note and Mortgage occurred well before any alleged default of Ms. Herman.
31. Ms. Herman is entitled to relief from the subject Note and Mortgage due to Ocwen's material breach of same.

Continuing Breach of Contract

32. Ms. Herman hereby realleges the preceding paragraph, numbered 1 through 23, as if fully set forth herein.
33. Subsequent to its initial breach on March 1, 2000, and without cessation, Ocwen, on a monthly basis, has continued to repeatedly breach the terms and conditions of the subject Note and Mortgage by its unauthorized charge and collection of PMI premium payments from Ms. Herman's monthly mortgage payment and escrow account.
34. The settlement documents, upon which the instant note and mortgage are predicated, do not authorize the collection of PMI payments from Ms. Herman. (Please see Exhibit A).
35. As of the date of the filing of the instant *Second Amended Counter Claim*, Ocwen has continued to wrongfully charge Ms. Herman's account with PMI payments for the months of April 1, 2000 through July 1, 2018.
36. Ms. Herman informed Ocwen of the misapplication of her payment, and Ocwen has refused to correct same.
37. Ocwen's materially breach of the terms of the subject Note and Mortgage is continuous and ongoing.
38. Ms. Herman is entitled to relief from the subject Note and Mortgage due to Ocwen's continual material breach of same.

Unjust Enrichment

39. Ms. Herman hereby realleges the preceding paragraph, numbered 1 through 23, as if fully set forth herein.
40. Ocwen collected monies from Ms. Herman that were paid in excess of the outstanding

balance not due and owing under the applicable terms and conditions of the subject Note and Mortgage and removed monies from Ms. Herman's escrow account in contravention to the terms and conditions of the subject Note and Mortgage.

41. On July 19, 2017, Ocwen obtained a *Final Judgment* of foreclosure in its favor, and acquired title to the subject property, as well as, an award of monies allegedly collectable under the terms and conditions of the subject Note and Mortgage.
42. Ms. Herman was not a party to the foreclosure judgment, nor was she given an opportunity to be heard as to the alleged amounts due and owing pursuant to the terms and conditions of the subject Note and Mortgage.
43. Ocwen never provided notice to Ms. Herman of the entry of the *Final Judgement*.
44. Furthermore, Ocwen is attempting to sell the subject property, prior to the resolution of Ms. Herman's counterclaim on the subject Note and Mortgage.
45. Ocwen never returned any of the misappropriated funds to Ms. Herman.
46. Ocwen has gained title to the subject property by virtue of the July 19, 2017 *Final Judgment* of foreclosure.
47. The subject property has a fair market value of TWO HUNDRED THIRTY-FIVE THOUSAND THIRTY-FIVE DOLLARS AND NO CENTS (\$235,035.00).
48. Ocwen's conduct sounds in equity under the common law of unjust enrichment.
49. Ocwen has been unjustly enriched by its conduct.
50. Ocwen intentionally violated Ms. Herman's due process rights, by inducing this Honorable Court to enter its *Final Judgment* against Ms. Herman, extinguishing her interest in the subject property, without providing her notice and opportunity to be heard on same.

51. Ms. Herman has suffered actual loss in the amount of TWO HUNDRED THIRTY-FIVE THOUSAND THIRTY-FIVE DOLLARS AND NO CENTS (\$235,035.00), by virtue of Ocwen's conduct.

52. Ms. Herman is entitled to relief for unjust enrichment.

COUNT II

Violations of the Florida Deceptive and Unfair Trade Practices Act

53. Ms. Herman hereby realleges the preceding paragraph, numbered 1 through 23, as if fully set forth herein.

54. Florida Statute §501.204(1) states as follows:

- (1) Unfair methods of competition, unconscionable acts or practices, and unfair or deceptive acts or practices in the conduct of any trade or commerce are hereby declared unlawful.

55. Florida Statute §501.203(8) states as follows:

- (8) "Trade or commerce" means the advertising, soliciting, providing, offering, or distributing, whether by sale, rental, or otherwise, of any good or service, or any property, whether tangible or intangible, or any other article, commodity, or thing of value, wherever situated. "Trade or commerce" shall include the conduct of any trade or commerce, however, denominated, including any nonprofit or not-for-profit person or activity.

56. At all times material hereto, Ocwen engaged and continues to engage in trade or commerce as defined by *Fl. Stat. §501.203(8)*, within the state of Florida.

57. At all times material hereto, Ocwen provided and continues to provide services as defined by *Fl. Stat. §501.203(8)*, within the state of Florida.

58. Florida Statute §501.203(8) states, in pertinent part, as follows:

Civil penalty.— ...[A]ny person, firm, corporation, association, or entity, or any agent or employee of the foregoing, who is willfully using, or has willfully used a method, act, or practice declared unlawful under s. 501.204, or who is willfully violating any of the

rules of the department adopted under this part, is liable for a civil penalty of not more than \$10,000 for each such violation. Willful violations occur when the person knew or should have known that his or her conduct was unfair or deceptive or prohibited by rule.

* * *

59. Since March 1, 2000, Ocwen has engaged and continues to engage in unfair and/or deceptive acts and practices with respect to the servicing of the subject Note and Mortgage, that include the following:

- a. Utilizing incorrect data to service Ms. Herman's loan;
- b. Failing to verify the accuracy of terms of repayment for Ms. Herman's loan;
- c. Failing to verify the accuracy of terms of repayment for Ms. Herman's loan upon her request;
- d. Wrongfully imposing PMI charges to Ms. Herman's loan;
- e. Wrongfully removing monies from Ms. Herman's escrow account for the unauthorized payment of PMI;
- f. Wrongfully charging late fees for the shortage in Ms. Herman's monthly payment caused by the wrongful removal of escrow funds for the unauthorized payment of PMI;
- g. Wrongfully and unilaterally increasing the monthly mortgage loan payment;
- h. Wrongfully imposing property inspection and preservation fees not authorized by the loan documents or by applicable law;
- i. Wrongfully imposing forced-placed insurance when property was already insured; and,
- j. Failing to properly and/or timely credit Ms. Herman's mortgage loan payments to her mortgage loan and escrow account.

60. Similarly, since March 1, 2000, Ocwen has made and continues to make material misrepresentations and/or omissions to Ms. Herman with respect to the servicing of the subject Note and Mortgage, that include the following:

- a. Misrepresenting her monthly mortgage payment amount;
- b. Misrepresenting her escrow amounts due;
- c. Misrepresenting her outstanding loan balance;
- d. Misrepresenting her escrow account balance;
- e. Misrepresenting insurance amounts due;
- f. Misrepresenting her loan status as delinquent;
- g. Misrepresenting her loan reinstatement amounts; and,
- h. Misrepresenting her status of foreclosure.

61. Ocwen knew or should have known that the information they relied upon to service Ms. Herman's loan was inaccurate and knew there was no reasonable basis collect or foreclose on Ms. Herman's loan.

62. Ocwen knew or should have known that it had inaccurate information pertaining to Ms. Herman's monthly loan statements including payments and amounts due; PMI escrow disbursements; hazard insurance payments; and, delinquency statuses.

63. Ocwen knew or should have known that the successor servicer information was inaccurate, at best.

64. Ms. Herman has been substantially injured by Ocwen's conduct.

65. As of July 4, 2018, Ms. Herman has suffered actual damage in the amount of TWO HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS AND SIXTY-FOUR CENTS (\$214,744.64), by virtue of Ocwen's unfair and/or deceptive practices, to wit:

- | | |
|--|--------------|
| a. Misapplied Mortgage Payments: | \$59,214.96; |
| b. Erroneous PMI payments: | \$ 7,597.30; |
| c. HUD Certificate Charges: | \$ 125.00; |
| d. Monthly Mortgage Payment Overcharges: | \$19,107.00; |
| e. Erroneous Interest Chargers: | \$73,452.55; |

f. Erroneous application of late fees:	\$ 6,465.88;
g. Past due fees and other charges:	\$18,490.24;
h. Fees and Other Charges:	\$ 19.50;
i. Meet and Greet Charge:	\$ 35.00;
j. Prior servicer escrow payments:	\$10,774.26;
k. Hazard Insurance payments:	\$ 2,614.15;
l. Tax Disbursements:	\$ 4,527.94;
m. Property Maintenance Fees:	\$ 3,466.58;
n. Property Inspection Fees:	\$ 1,329.29;
o. Property Preservation Fees:	\$ 310.00;
p. Property Registration Charge:	\$ 200.00;
q. Property Registration Processing Fee:	\$ 75.00;
r. Doors Deadbolt/Knobs:	\$ 160.00;
s. Lock Box:	\$ 70.00;
t. Grass Cut:	\$ 180.00;
u. Photos:	\$ 30.00;
v. Winterization:	\$ 150.00;
w. Capping Gas/Water/Sewer:	\$ 90.00;
x. Dryer Vent Cover:	\$ 20.00;
y. Certified Mail:	\$ 6.53;
z. Property Appraisals:	\$ 2,071.25;
aa. Escrow refunds:	\$ 82.71; and,
bb. Ocwen Attorney's Fees and Costs:	\$ 4,079.50.

66. Ocwen knew that the charging and/or collection of the above-listed fees to Ms. Herman, or from her escrow account was not authorized by the closing documents, yet, even after the July 19, 2017 *Final Judgment* its favor, Ocwen has continued its erroneous systematic monthly billing, by charging Ms. Herman for fees allegedly related to the property, note and mortgage.

COUNT III

Civil Theft/Fraud

67. Ms. Herman hereby realleges the preceding paragraph, numbered 1 through 23, as if fully set forth herein.

68. On July 9, 2004, Ms. Herman sent her written demand to Ocwen for the return of the monies removed from her escrow account for the unauthorized payment of PMI.

69. Ocwen failed to comply with Ms. Herman's demand.

70. *Florida Statute §772.11* states in pertinent part as follows:

772.11 Civil remedy for theft or exploitation.—

(1) Any person who proves by clear and convincing evidence that he or she has been injured in any fashion by reason of any violation of ss. 812.012-812.037 or s. 825.103(1) has a cause of action for threefold the actual damages sustained and, in any such action, is entitled to minimum damages in the amount of \$200, and reasonable attorney's fees and court costs in the trial and appellate courts. Before filing an action for damages under this section, the person claiming injury must make a written demand for \$200 or the treble damage amount of the person liable for damages under this section. If the person to whom a written demand is made complies with such demand within 30 days after receipt of the demand, that person shall be given a written release from further civil liability for the specific act of theft or exploitation by the person making the written demand.

71. On February 25, 2000, Ms. Herman executed the contract for the purchase of the real property that is the subject of Ocwen's foreclosure action.

72. On March 1, 2000, Ocwen wrongfully removed monies from Ms. Herman's escrow account for the payment of PMI.

73. Ms. Herman informed Ocwen of the erroneous removal of monies from her escrow account for the payment of PMI and provided it with copies of the settlement documents showing no PMI requirement.

74. Ocwen informed Ms. Herman that they were authorized to remove the monies, as Ms. Herman's loan requires the payment of PMI.

75. For the next seventeen (17) months, while continuing to make her monthly mortgage payment, Ms. Herman repeatedly demanded Ocwen cease removing monies from her escrow account for the payment of PMI, which Ocwen repeatedly refused.

76. On September 28, 2001, Ocwen sent correspondence to Ms. Herman informing her that her previously executed settlement documents did not disclose PMI and requesting that

she execute new settlement documents. (Please see a copy of the September 28, 2001 correspondence, which is attached hereto and incorporated herein as "Exhibit B").

77. The new settlement documents that were sent to Ms. Herman for execution, were fraudulently amended in that:

- a. *The Federal Truth-In-Lending Disclosure Statement:*
 - i. Document was back-dated to February 25, 2000;
 - ii. A PMI charge of ONE THOUSAND EIGHT HUNDRED FORTY-SEVEN DOLLARS AND THIRTY-TWO CENTS (\$1,847.32) was inserted into the "Itemization of Amount Financed" section;
 - iii. A PMI monthly charge was added to Ms. Herman's monthly mortgage payment;
 - iv. Ms. Herman's annual percentage rate was increased;
 - v. Ms. Herman's finance charge was increased;
 - vi. Ms. Herman's amount financed was increased;
 - vii. Ms. Herman's total of payments was increased; and,
 - viii. Ms. Herman's payment schedule was completely modified;
- b. *Mortgagor's Information Statement/Payment Breakdown:*
 - i. Document was back-dated to April 1, 2000;
 - ii. A PMI monthly payment was added to Ms. Herman's escrow account proposed payment schedule;
 - iii. Ms. Herman's monthly mortgage payment was increased; and,
 - iv. Ms. Herman's first payment due date, as well as the temporary coupons for loan payments, were back-dated to April 1, 2000, and made payable to the original lender.

78. For the next thirty-three (33) months, while continuing to make her monthly mortgage payment, Ms. Herman repeatedly demanded Ocwen cease removing monies from her escrow account for the payment of PMI, which Ocwen repeatedly refused.

79. On July 21, 2004, Ocwen sent correspondence to Ms. Herman stating that the PMI issue was corrected, and a refund was credited to her escrow account.

80. However, Ocwen never ceased removing monies from Ms. Herman's escrow account for the unauthorized payment of PMI, nor did it credit Ms. Herman's escrow account with

any monies it had wrongfully removed.

81. For the next thirty-six (36) months, while continuing to make her monthly mortgage payment, Ms. Herman repeatedly demanded Ocwen cease removing monies from her escrow account for the payment of PMI, which Ocwen repeatedly refused.
82. On August 20, 2007, Ocwen sued Ms. Herman for mortgage foreclosure.
83. On December 15, 2008, Ms. Herman filed her *Answer, Affirmative Defenses and Amended Counter Claim to Ocwen's Complaint*.
84. Ocwen failed to timely file its responsive pleading to Ms. Herman's *Amended Counter Claim*.
85. When Ms. Herman moved for entry of a default final judgment against Ocwen on her counter claim, Ocwen filed for bankruptcy, and dismissed Ms. Herman from its foreclosure action.
86. On July 19, 2017, Ocwen caused this Honorable Court to enter *Final Judgment* of foreclosure against Ms. Herman.
87. Ocwen intentionally obtained the *Final Judgment* ex parte, and neither provided Ms. Herman with any notice of its entry, of other post judgment matters, to wit: *Final Judgment*, order for sale, proof of publication, etc.
88. On several occasions, Ms. Herman has requested Ocwen to amend the *Final Judgment*, to which Ocwen has failed and refused to do.
89. On June 28, 2018, this Honorable Court ordered Ocwen to amend the *Final Judgment* to delete any reference to Ms. Herman, to which Ocwen has failed to do.
90. Ocwen has now filed its re-notice of sale date, and, once again, has amended its style to wrongfully include Ms. Herman.

91. For eighteen (18) years, Ocwen has knowingly, fraudulently, with the intent to deceive, attempted to deprive Ms. Herman of her property.
92. As of March 1, 2000, Ocwen, knew that it had breached the settlement documents for the subject property by fraudulently removing monies from Ms. Herman's account.
93. Ocwen knew its actions were not authorized by the settlement documents, and even acknowledged same, but attempting to induce Ms. Herman into executed its amended settlement documents in 2001; and further by admitting its unauthorized collection of PMI from Ms. Herman's account in its 2004 correspondence.
94. Ocwen has acquired title to Ms. Herman's property by fraud.
95. Ocwen now seeks to sell the subject property that it acquired by fraud.
96. Ocwen has set the sale for July 17, 2018, knowing that there still remains the instant active pending counter claim; a recorded lis pendens against the subject property in relation to the active counter claim; and, the Note and Mortgage, that are the subject of the instant counter claim have neither been cancelled or foreclosed upon.
97. Ocwen's intentional, wrongful and deceptive actions have caused actual damage to Ms. Herman in the amount of TWO HUNDRED FOURTEEN THOUSAND SEVEN HUNDRED FORTY-FOUR DOLLARS AND SIXTY-FOUR CENTS (\$214,744.64).

REQUEST FOR ATTORNEY'S FEES AND COSTS

98. Ms. Herman hereby notifies Ocwen of her intent to seek an award of attorney's fees and costs incurred by her since the original filing date of the instant action, to wit: August 20, 2007.

PRAYER FOR RELIEF

WHEREFORE, Ms. Herman requests that this Honorable Court enter a Final Judgment:

- A. Finding that OCWEN materially breached the terms and conditions of the subject Note and Mortgage prior to any alleged default by Ms. Herman;
- B. Finding that OCWEN has continually and systematically since June 1, 2000, materially breached the terms and conditions of the subject Note and Mortgage
- C. Finding that OCWEN has been unjustly enriched by the mishandling, misapplication and misappropriation of Ms. Herman's mortgage loan payments;
- D. Finding OCWEN in violation of Florida's Unfair and Deceptive Acts and Practices;
- E. Awarding Ms. Herman actual damages as set forth in Counts I and III of Ms. Herman's *Second Amended Counter Claim*;
- F. Awarding Ms. Herman \$10,000.00 for each of Ocwen's violations of the *Florida Deceptive and Unfair Practices, F.S. §501.204*, specified in Count II of Ms. Herman's *Second Amended Counter Claim*;
- G. Awarding Ms. Herman threefold the actual damages she sustained by Ocwen's fraudulent and deceptive actions pursuant to Florida Statute §772.11 as provided in *F.S. §501.204*, specified in Count III of Ms. Herman's *Second Amended Counter Claim*;
- H. Awarding Ms. Herman attorney's fees and costs as per the terms and conditions of the subject Note and Mortgage; and, *F.S. §§ 57.105 and 501.2105*;
- I. Ordering Ocwen to correct Ms. Herman's loan payment history to reflect no late payments for the period of February 25, 2000 through present date;
- J. Ordering Ocwen to provide any and all entities, that it has previously reported any derogatory information relating to Ms. Herman's payment of the loan, a copy of the updated payment history reflecting no late payments for the period of February 25, 2000 through present date;
- K. Cancelling the Note and Mortgage that are the subject matter of the instant action;
- L. Awarding Ms. Herman, the real property that is the subject of the Note and Mortgage in this action;
- M. Cancelling the mortgage lien against the subject property; and,

N. Any and all such other relief that this Honorable Court deems just and proper.

LAW OFFICE OF PATRICIA K. HERMAN, P.A.

/s/ Patricia K. Herman

PATRICIA K. HERMAN, ESQUIRE

Florida Bar No.: 0113018

Law Office of Patricia K. Herman, P.A.

1631 Rock Springs Road, #305

Apopka, Florida 32712-2229

E-mail: lopkhpa@gmail.com

Service E-mail: service2lopkhpa@gmail.com

Phone: 407/731.5823

Attorney for Counter-Plaintiff

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Counter Plaintiff's Second Amended Counter Claim* will be furnished Florida E-Portal Notification System on this 4th day of July 2018, to all parties of record in this action.

/s/ Patricia K. Herman

PATRICIA K. HERMAN, ESQUIRE

Florida Bar No.: 0113018

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Service E-mail: service2lopkhpa@gmail.com

Phone: 407/731.5823

Attorney for Counter-Plaintiff

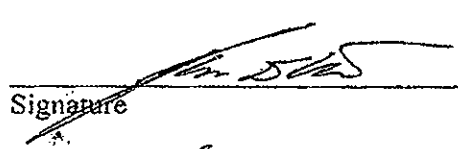
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Page 1/2

CERTIFICATION

I, JOHN BISSET, do hereby certify under penalties of perjury that I am ⁹the custodian of records for Fidelity National Title and that the attached documents are true and accurate copies of our business records, maintained, and/or prepared by our company.

It is further certified that the records were made at or near the time of the occurrence of the matters set forth by a person with knowledge of those matters. The records were made and kept in the course of regularly conducted business activity and it is a regular practice of our company to make and keep such records.


Signature

6-22-12
Date

NOTARY PUBLIC ACKNOWLEDGEMENT ADDENDUM

Page 2/2

THIS NOTARY PUBLIC ACKNOWLEDGEMENT ADDENDUM is made and is incorporated into and shall be deemed to amend, supplement and be an integrated part of the RECORD CUSTODIAN CERTIFICATION dated the same date as this acknowledgement

TO WIT:

State of Florida

County of Orange

I am a notary public of the state of Florida, and my commission expires:

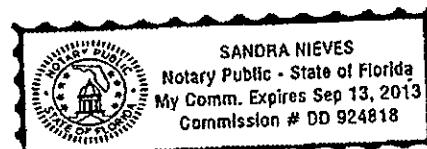
THE FOREGOING INSTRUMENT was acknowledged before me on 22nd day of June 2012 by

John D. Bisset who is personally known to me or who has produced FL Drivers License as identification and who Did/Did Not take an oath.

Signature: _____

Print Name
Notary Public

Notary Seal



Notary Public Acknowledgment Addendum

FedEx: USA Airbill 8183 8951 9226

From *Please print and print hard* Sender's FedEx Account Number XXXXXXXXXX
 Date 2-25-00
 Sender's Name CANDY Phone (407) 644-8200
 Company FIDELITY NAT'L TITLE INSURANCE
 Address 320 W SABAL PALM PL # S100
 City LONGWOOD State FL ZIP 32779
 Your Internal Billing Reference OPTIONAL
 To Recipient's Name Post Closing Phone ()
 Company Taylor, Bean, & Whitaker Mortgage Corp.
 Address 101 NE 2nd Street
 City Ocala State FL ZIP 34470-6642

NEW Peel and Stick FedEx USA Airbill
 See back for application instructions.
 Questions? Call 1-800-Go-FedEx (800-463-3339)
 Visit our Web site at www.fedex.com
 By using this Airbill you agree to the service conditions on the back of this Airbill and in our current Service Guide, including those that link our liability.

0127455253

0215 **Senders Copy**

4a **Service Selection**
☒ **FedEx Priority Overnight** Next business morning
☐ **FedEx Standard Overnight** Next business afternoon
☐ **FedEx 2Day** Second business day
☐ **FedEx Express Saver** Next business day
☐ **FedEx First Overnight** Next business morning (Business services only; subject to select restrictions)
☐ **FedEx 2Day Freight** Second business day
☐ **FedEx 30 Day Freight** Third business day
☐ **FedEx Letter**
☒ **FedEx Pak**
☐ **Other Pkg.** Includes FedEx Box, FedEx Tube, and customer pkg.
 Packages up to 150 lbs. Delivery commitment may be later if volume affects.
 Packages over 15 lbs. Delivery commitment may be later if volume affects.

4b **Special Service**
☐ **Saturday Delivery** Available for FedEx Priority, Standard, and 2Day to select ZIP codes.
☐ **Sunday Delivery** Available for FedEx Priority, Standard, and 2Day to select ZIP codes.
☐ **HOLD Weekday** at FedEx Location. Not available with FedEx First Overnight.
☐ **HOLD Saturday** at FedEx Location. Available for FedEx Priority, Standard, and 2Day to select ZIP codes.
 Does this shipment contain dangerous goods?
☐ No ☐ Yes (If yes, attach Shipper's Declaration and complete Dangerous Goods labels for attached FedEx packages)
☐ Yes (If yes, attach Shipper's Declaration and complete Dangerous Goods labels for attached FedEx packages)
☐ Dry Ice (Dry Ice, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 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1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2

**Taylor, Bean
& Whitaker**
Mortgage Corporation

101 NE 2nd Street
Ocala, Florida 34470-6842
Bus. (352) 351-1109
Fax (352) 887-1190

DOCUMENT TRANSMITTAL LIST

All closing documents must be in the following order. Please send **TWO** complete copy packages along with original and a certified copy of the Mortgage/Deed of Trust and any documents sent for recording.

- ☐ Requirements of Closing Conditions #10-16
- ☒ Termite/Compliance Inspections
- ☒ Certified copy of the Note
- ☐ Power of Attorney
- ☒ Certified copy of the Mortgage/Deed of Trust
- ☒ Original Title Commitment
- ☐ Three Original Surveys
- ☐ Original Hazard and Flood Insurance Policies with evidence of payment
- ☒ Settlement Statement
- ☒ Same Name Affidavits
- ☒ Final Truth-In-Lending
- ☐ Recission Documents
- ☒ Mortgage Program Disclosure
- ☒ IRS 4506
- ☒ Initial Escrow Account
- ☒ Mortgage Info Sheet/Payment Breakdown
- ☒ Notice of Assignment
- ☒ Disclosure Notice
- ☒ W-9 Forms
- ☒ Borrower Notification of Interest Rate
- ☒ Tax Certification
- ☒ Warranty Deed (if-refinance)
- ☒ Compliance Agreement
- ☒ First Lien Letter
- ☒ Escrow Disbursement Agreement
- ☒ Tax Authorization
- ☒ Anti-Coercion
- ☒ Quality Control Release
- ☒ Affidavit of Occupancy
- ☐ Recertification of Employment & Income
- ☐ Borrower Acknowledgement (if PMI)
- ☐ Miscellaneous

CLOSING INSTRUCTIONS CONTINUED

We have deducted our TBW/TBW, Ltd fees, interest, escrows, mortgage insurance, VA/FHA funding fees, underwriting, doc prep, express mail, assignment fees when applicable from the loan proceeds, therefore, no checks will be issued for these items. There should not be any checks cut back to TBW or sent to TBW for any items shown on the Settlement Statement to third parties. If there are any questions, please call the Ocala, Florida office.

All closing papers need to be executed correctly. All notary signatures, stamps and certifications must meet the state guidelines in which the mortgage is being recorded. The date of the notary must be that of the date of the mortgage. Make sure that the mortgage and attached riders are filled in completely and are in recordable form. **DO NOT MAKE ANY CHANGES TO OUR CLOSING PAPERS WITHOUT WRITTEN APPROVAL FROM TAYLOR, BEAN & WHITAKER MORTGAGE CORP. (OCALA, FL OFFICE).**

All conditions, survey, termite, insurance with paid receipts, compliance inspections and settlement statements must be faxed to our office for approval prior to closing.

FUNDING SHEET

TABLE FUNDED

Funding Bank

66234 02/25/00 02/25/00
Loan Number Loan Type Date of Closing Date of Disbursement

PATRICIA K. HERMAN
Borrower's Name

Expected Funding Amount: **\$83,110.50**

Loan Amount	Int Rate	OK D/S	Overage Premium	Other Credit (205)
\$83,950.00	8.250	\$0.00	\$607.80	\$0.00

LESS

Interest	Escrows	Total Disbursed
\$94.88	\$445.50	\$84,017.42

TBW MTG CORP FEES:

Origination _____
Discount _____
Underwriting Fee \$0.00
Flood Cert. \$0.00
GA per loan fee \$0.00
Doc Prep \$0.00
Express Mail \$0.00
Other Charge (811) \$0.00
Other Charge (812) \$395.00
Credit Report \$0.00
Total \$395.00

F-FMS

FEES:

BUY PRICE % 100.724 EXP. DATE: 03/08/00
Overage Premium \$607.80
Origination \$0.00
Discount \$0.00
Total \$607.80

Check # _____ TBW Mtg. \$395.00
Check # _____ TBW Ltd. \$0.00
Check # _____ XFHA VA \$0.00
Check # _____
Check # _____ Branch Fee \$73.00
assignment \$0.00
Wire X Check# 0 Net Check \$83,549.42

Payee:

FIDELITY NATIONAL TITLE
(407) 644-8200

FIDELITY NATIONAL TITLE
231 WEST PARK AVE
WINTER PARK, FL 32779
(407) 644-8200

TBW Closer: Acaffe

TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

813-930-8814 FAX 813-932-7933

CLOSER: ACAFFE

CONDITIONS OF CLOSING

FHA

TO: FIDELITY NATIONAL TITLE Facsimile #: (407) 644-8655.
DATE: 02/25/00 DISBURSEMENT: 02/25/00 LOAN AMOUNT: \$83,950.00
MORTGAGE #: LOAN TYPE: FHA 30 APPRAISED VALUE: \$86,000.00
FHA CASE# 094-4113762734 PURCHASE PRICE: \$85,900.00
PROPERTY: 1204 NORTH FAIRWAY DRIVE, APOPKA, FL 32712 INT. RATE: 8.2500 %
BORROWER(S): PATRICIA K. HERMAN TERM: 360 MONTHS
P & IPMT: \$630.69

Disbursement of loan funds may be accomplished when the borrowers have completed our standard documentation and have met the special conditions that follow:

1. **WE MUST HAVE AN UPDATED INSURANCE POLICY WITH ONE YEAR PAID RECEIPT. DO NOT CLOSE THIS LOAN WITHOUT THESE DOCUMENTS!!!**
2. 1999 taxes must be paid in full.
3. Clear Title to FIDELITY MORTGAGE SERVICES, including the ALTA 8.1, assignment endorsement (you will need to collect appropriate charges on HUD), form 9 (FL only) and any applicable endorsements from:
FIDELITY NATIONAL TITLE and
4. Survey (3 Original, Sealed) (Not required if Short Form Title Policy w/NO SURVEY EXCEPTION) *-Condo*
5. No Secondary Financing
6. Satisfactory termite inspection. Not required on refinances, with the exception of Government Loans.
7. Please FAX HUD-1 for review prior to closing to (352) 867-1190
8. Send all Original Closing documents and True & Certified Copy of documents being recorded to: Taylor, Bean & Whitaker, Central Document Facility, 101 NE Second St., Ocala, FL 34470, via OVERNIGHT courier the day of settlement!!
9. "Final Documents" & "Original" recorded instruments must be returned to T.B.W. within 30 days of closing or penalties may be assessed.
10. SIGN FINAL APPLICATION
11. VERIFY MAILING ADDRESS AS PER 1ST PAYMENT LETTER
12. ENSURE TAX CERTIFICATION IS FILLED OUT COMPLETELY
13. DO NOT ALTER ANY DOCS W/O FIRST CONTACTING THIS OFFICE
14. SIGN CONDO RIDER
- 15.
- 16.
17. If this loan is closed in any name other than Taylor, Bean & Whitaker Mortgage Corp and we do NOT have Power of Attorney, we require an intervening assignment in recordable form and that the note be endorsed as follows:

Without Recourse, Pay to the order of
TAYLOR, BEAN & WHITAKER MORTGAGE CORP.

by: (signature)
(officer's name) (officer's title) - Name and Title MUST be typed in.

DO NOT DISBURSE any of our funds unless you have the assignment and endorsement.

Please send TWO complete copy packages along with the Closing Documents

SPECIAL NOTES:

MIN FHA STAT INVESTMENT \$2517
6% MAX SELLER CONTRIBUTIONS
CASHIER'S CHECK FOR 2100 FROM DONOR PAYABLE TO TITLE CO
NOTICE TO HOMEBUYER SIGNED 5 DAYS PRIOR TO CLOSING
***IF FOR ANY REASON THIS LOAN DOES NOT CLOSE AS SCHEDULED, IMMEDIATELY
NOTIFY THE TBW CLOSING DEPT @ 813-930-8814**

***Mortgage to be WITNESSED AND NOTARIZED if so indicated on last page.
Attached is a partially completed HUD-1 which reflects the Fees, Charges, Disbursements, etc.,
relating to this loan. Please adjust Title Insurance & Recording Fees to actual.

FHA MIP PAYMENT TRANSMITTAL

Mortgagee: Taylor, Bean & Whitaker Mortgage Corp.
Mortgagee ID: 7499100008

Borrower's Name: PATRICIA K. HERMAN

Loan Number: 66234

Borrower's Address: 1204 NORTH FAIRWAY DRIVE
APOPKA, FL 32712

FHA Case Number: 094-4113762734

Term of Mortgage: 360

Portion of UFMIP Financed: 100%

Closing Date: 02/25/00

UFMIP Amount: \$0.00

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SETTLEMENT STATEMENT Fidelity National Title Insurance Company of New York Date of Printing: Thursday, February 24, 2000, 15:34		B. TYPE OF LOAN 1. <input checked="" type="checkbox"/> FHA 2. <input type="checkbox"/> FmHA 3. <input type="checkbox"/> Conv. Unins 4. <input type="checkbox"/> VA 5. <input type="checkbox"/> Conv. Ins 6. ESCROW NUMBER: 00-002-400961 7. LOAN NUMBER: 66234 8. MORTGAGE INSURANCE NUMBER: 0944113762734	
NOTE: THIS FORM IS FURNISHED TO GIVE YOU A STATEMENT OF THE ACTUAL SETTLEMENT COSTS. AMOUNTS PAID TO AND BY THE SETTLEMENT AGENT ARE SHOWN. ITEMS MARKED "(P.O.C.)" WERE PAID OUTSIDE OF THE CLOSING. THEY ARE SHOWN HERE FOR INFORMATIONAL PURPOSES AND ARE NOT INCLUDED IN THE TOTALS.			
D. NAME OF BORROWER: Paulole K. Hermen 1204 Fairway Dr N, Apopka, FL 32712		E. NAME OF SELLER: Todd R. Fagan 6800 Estate Smithbay #14 St Thomas, VI 00802	
G. PROPERTY LOCATION: 1204 Fairway Dr N, Apopka, FL 32712		H. SETTLEMENT AGENT: Fidelity National Title Insurance Company of New York PLACE OF SETTLEMENT: 320 W. Sabal Palm Place, Ste 100 Longwood, FL 32779	
		I. SETTLEMENT DATE: 02/25/2000	

J. SUMMARY OF BORROWER'S TRANSACTIONS		K. SUMMARY OF SELLER'S TRANSACTIONS	
100. GROSS AMOUNT DUE FROM BORROWER		400. GROSS AMOUNT DUE TO SELLER	
101. Total Consideration	85,900.00	401. Total Consideration	85,900.00
102. Personal Property		402. Personal Property	
103. Settlement charges to borrower (line 1400)	977.18	403.	
104.		404.	
105.		405.	
Adjustments: Items Paid by Seller In Advance		Adjustments: Items Paid by Seller In Advance	
106. City/Town Taxes		406. City/Town Taxes	
107. County Taxes		407. County Taxes	
108. Assessments		408. Assessments	
109. HOA fr 02/25/00 to 01/01/01	130.86	409. HOA fr 02/25/00 to 01/01/01	130.86
110. HOA fr 02/25/00 to 03/01/00	21.31	410. HOA fr 02/25/00 to 03/01/00	21.31
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
117.		417.	
118.		418.	
120. GROSS AMOUNT DUE FROM BORROWER	87,029.35	420. GROSS AMOUNT DUE TO SELLER	86,052.17
200. AMOUNTS PAID BY BORROWER FOR BENEFIT OF BORROWER		500. REDUCTIONS IN AMOUNT DUE TO SELLER	
201. Deposit or earnest money		501. Excess deposit (see Inst.)	
202. Principal Amount of New Loan(s)	83,950.00	502. Settlement charges to seller (line 1400)	11,483.56
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Earnest Money Deposit	500.00	504. Payoff To Golden National Mortgage Banking	74,067.57
205.		505.	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments: Items Unpaid by Seller		Adjustments: Items Unpaid by Seller	
210. City/Town taxes		510. City/Town Taxes	
211. Taxes fr 01/01/00 to 02/25/00	134.26	511. Taxes fr 01/01/00 to 02/25/00	134.26
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER	84,584.26	520. TOTAL REDUCTIONS IN AMOUNT DUE SELLER	85,685.39
300. CASH AT SETTLEMENT FROM TO BORROWER		600. CASH AT SETTLEMENT FROM TO SELLER	
301. Gross amount due from borrower (line 120)	87,029.35	601. Gross amount due to seller (line 420)	86,052.17
302. Less amounts paid by/for borrower (line 220)	84,584.26	602. Less reduction in amount due seller (ln 520)	85,685.39
303. CASH (XX FROM) (TO) BORROWER	2,445.09	603. CASH (FROM) (XX TO) SELLER	366.78

L. SETTLEMENT STATEMENT		Date of Printing: Thursday, February 24, 2000, 15:34	Escrow:	
700. TOTAL SALES/BROKER'S COMMISSION (line 700) as follows:			PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
Division of Commission (line 700) as follows:				
701. 3,008.50 - Realty Executives				
702. 3,008.50 - Watson Realty				
703. Commission paid at settlement				6,013.00
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee - Fidelity Mortgage Services				839.50
802. Loan Discount - Fidelity Mortgage Services				839.50
803. Appraisal Fee - Fidelity Mortgage Services		300.00		
804. Credit Report POC #50/B to Fidelity Mtg.				
805. Lender's Inspection Fee - Fidelity Mortgage Services				
806. Mortgage Insurance Application Fee - Fidelity Mortgage Services				
807. Admin Fee to TBW				395.00
808. Par Plus POC #607.80 from TBW to Fidelity Mtg.				
809. Tax service Fee -to TBW				73.00
810. Processing Fee to Fidelity Mtg.				100.00
811.				
812.				
813.				
814.				
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Int at \$18.98 per day fr 02/25/00 to 03/01/00			94.88	
902. Mortgage Insurance Premium				
903. Hazard Insurance Premium to				
904. Flood Insurance Premium to				
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard Insurance months @ \$ per month				
1002. Mortgage Insurance months @ \$ per month				
1003. City property taxes months @ \$ per month				
1004. County Impounds for 6 months @ \$74.25 per month			445.50	
1005. Annual assessments months @ \$ per month				
1006.				
1007.				
1008.				
1100. FEE ROW AND TITLE CHARGES				
1101. Settlement or closing fee to - Fidelity National Title Insurance Company of New York				125.00
1102. Abstract or Title Search - Fidelity National Title Insurance Company of New York				75.00
1103. Title Examination - Fidelity National Title Insurance Company of New York				50.00
1104. Title Insurance Binder				
1105. Document preparation				
1106. Notary fees				
1107. Attorney Fees				
1108. Title Insurance Fidelity National Title Insurance Company of New York		6.80		687.20
(Also Endorsements and/or Simultaneous Loan Policy Minimum Risk Rate Premium - \$25.00)				
1109. Lender's coverage - ALTA Loan Policy (10-17-92) w/Florida Modific \$83,950.00 @ \$200.00				
1110. Owner's coverage ALTA Owner's Policy (10-17-92) w/Florida Modl \$85,900.00 @ \$494.00				
1111. Endorsement Fee(s) See Attachment To Hud				128.40
1112. Express Mail - Fidelity National Title Insurance Company of New York				105.00
1113.				
1114.				
1115.				
1116.				
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording Fees: Deed \$ 15.00 Mortgage \$46.50 Release \$10.50				72.00
1202. City/County tax/stamps: Deed \$ 601.30 Mortgage \$294.00				895.30
1203. State tax/stamps: Deed \$ Mortgage \$				
1204. Intangible Tax - Fidelity National Title Insurance Company of New York				167.90
1205.				
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey				
1302. Termite Report/Work - Certified Building Insp.				75.00
1303. Dues for 2000 - Errol Estate Property Owner's Assn				154.00
1304. Dues for Balance due thru 2/29/00 - Greenbrook Villas at Errol Estates				596.00
1305. Assessments March, 2000 - Greenbrook Villas at Errol Estates		130.00		
1306. Misc. - Charles Smith				75.00
1307. Power Bill - Florida Power Corp.				16.76
1308.				
1309.				
1310.				
1311.				
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 602, Section K)			977.18	11,483.56

L Settlement Charges

700. Total Sales/Broker's Commission based on price \$				Paid From Borrowers' Funds at Settlement	Paid From Sellers' Funds at Settlement
Division of Commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at Settlement					
704.					
800. Items Payable in Connection With Loan					
801. Loan Origination Fee	0.0000	%			
802. Loan Discount		%			
803. Appraisal Fee		to			
804. Credit Report		to			
805. Lender's Inspection Fee					
806. Mortgage Insurance Application Fee to					
807. Assumption Fee					
808.					
809.					
810.					
811.					
812. ADMIN FEE	to TBN				395.00
813. PAR PLUS	to FIDELITY MTG	607.80	p.o.c.		
814. TAX SERVICE FEE	to TBN				73.00
815.					
816.					
817.					
900. Items Required By Lender To Be Paid in Advance					
901. Interest from	02/25/00 to 03/01/00	@ \$ 18.9750 /day		94.88	
902. Mortgage Insurance Premium for	XXXXXX	UpFront MIP			
903. Hazard Insurance Premium for	years to				
904.	years to				
905.					
1000. Reserves Deposited With Lender					
1001. Hazard Insurance	months @ \$	per month			
1002. Mortgage Insurance	months @ \$	per month			
1003. City property taxes	months @ \$	per month			
1004. County property taxes	6 months @ \$	74.25 per month		445.50	
1005. Annual assessments	months @ \$	per month			
1006.	months @ \$	per month			
1007.	months @ \$	per month			
1008.	months @ \$	per month			
1009.					
1100. Title Charges					
1101. Settlement or closing fee	to				
1102. Abstract or title search	to				
1103. Title examination	to				
1104. Title insurance binder	to				
1105. Document preparation	to				
1106. Notary fees	to				
1107. Attorney's fees	to				
(includes above items numbers:					
1108. Title insurance	to				
(includes above items numbers:					
1109. Lender's coverage	\$	83,950.00			
1110. Owner's coverage	\$	85,900.00			
1111. ORIGINATION FEE	FIDELITY MTG			839.50	
1112. DISCOUNT FEE				839.50	
1113.					
1200. Government Recording and Transfer Charges					
1201. Recording fees: Deed \$	Mortgages \$	Releases \$			
1202. City/county tax/stamps: Deed \$	Mortgage \$				
1203. State tax/stamps: Deed \$	Mortgage \$				
1204. PROCESSING FEE	FIDELITY MTG				100.00
1205.					
1300. Additional Settlement Charges					
1301. Survey	to				
1302. Pest inspection	to				
1303.					
1304.					
1305.					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					

SERVICER:

INITIAL ESCROW ACCOUNT DISCLOSURE STATEMENT

PROPERTY LOCATION: 1204 NORTH FAIRWAY DRIVE APOKA, FL 32712	FILE NUMBER: 66234 LOAN NUMBER: M.I. CASE NUMBER: 094-4113762734
---	--

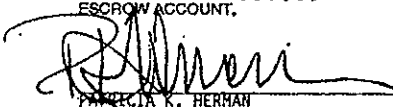
THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR BASED ON PAYMENTS
ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

Month	Payments to Escrow Account	Payments from Escrow Account	Description	Escrow Account Balance
Starting Balance:				\$ 445.50
Apr 00	\$ 74.25	\$ 0.00		519.75
May	74.25	0.00		594.00
Jun	74.25	0.00		668.25
Jul	74.25	0.00		742.50
Aug	74.25	0.00		816.75
Sep	74.25	0.00		891.00
Oct	74.25	0.00		965.25
Nov	74.25	891.00	County Taxes	148.50
Dec	74.25	0.00		222.75
Jan 01	74.25	0.00		297.00
Feb	74.25	0.00		371.25
Mar	74.25	0.00		445.50

(PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY IN YOUR ACCOUNT AT THE END OF THE
ESCROW ACCOUNTING COMPUTATION YEAR.)

Cushion selected by servicer: \$ 148.50

YOUR MONTHLY MORTGAGE PAYMENT FOR THE COMING YEAR WILL BE \$ 704.94
OF WHICH \$ 630.69 WILL BE FOR PRINCIPAL AND INTEREST AND \$ 74.25 WILL GO INTO YOUR
ESCROW ACCOUNT.

 2/25/00
PATRICIA K. HERMAN DATE

DATE

ISC/INITIAL ESCROW ACCT DISCLOSURE STMT/0395(0295)-L

66234

MORTGAGOR'S INFORMATION STATEMENT/
PAYMENT BREAKDOWN

We are pleased to welcome you as another one of our nationwide customers. We hope you will be pleased with our servicing of your account. The following is provided for your information:

PROPOSED PAYMENT

Principal and Interest		\$ 630.69
Monthly Escrows:		
Hazard Insurance	\$ 0.00	
Taxes	\$ 74.25	
Private Mtg. Ins./FHA Mtg. Ins.	\$ 0.00	
Flood Insurance	\$ 0.00	
Other:	\$ 0.00	
Total Monthly Escrows		\$ 74.25
Total Monthly Payment		\$ 704.94
Less Buydown		\$
MORTGAGOR'S TOTAL MONTHLY PAYMENT		\$ 704.94

Your first payment is due: April 1, 2000

Loan No.: _____

All payment figures are subject to final review in our Home Office.

Additional payment coupons will be mailed to you under separate cover and reflect the amount and due date of each payment.

All of your mortgage payments are due on the first of each month, and we sincerely ask that your payments arrive in our office by the first day of each month. If for any reason, you are ever without payment coupons, please continue making your mortgage payments on the first of each month by writing your loan number on your check or money order and mailing to: Taylor, Bean & Whitaker Mortgage Corp.
101 NE 2nd Street, Ocala, FL 34470-6642

Please provide your mailing address below. All correspondence on your loan will be directed to this address.

Phone No. _____

PATRICIA K. HERMAN

Social Security Number _____

Social Security Number _____

Date: 25/Feb/00

--TEMPORARY COUPONS FOR LOAN PAYMENTS--

PAYMENT DATE: April 1, 2000

LOAN #: _____

PATRICIA K. HERMAN
1204 NORTH FAIRWAY DRIVE
APOPKA, FL 32712

Taylor, Bean & Whitaker Mortgage Corp.
101 NE Second Street
Ocala, FL 34470

PMI	\$ 630.69
ESCROWS	\$ 74.25
TOTAL DUE	\$ 704.94

Payment Date: _____

Loan #: _____

PATRICIA K. HERMAN
1204 NORTH FAIRWAY DRIVE
APOPKA, FL 32712

Taylor, Bean & Whitaker Mortgage Corp.
101 NE Second Street
Ocala, FL 34470

PMI	\$ 630.69
ESCROWS	\$ 74.25
TOTAL DUE	\$ 704.94

Thursday, February 24, 2000, 15:34

File: 00-002-400961

ATTACHMENT TO HUD

	<u>BUYER</u>	<u>SELLER</u>
CHARGES FROM 1100 SECTION		
Endorsements		
ALTA 8.1 Environmental Protection Lien		30.00
Florida Form 9		69.40
ALTA 4/4,1 Condominium		30.00
PAYOFF CHARGES FOR Golden National Mortgage Banking Corp.		
Principal Balance		73,418.88
Interest to 03/01/00		568.69
Forwarding/Demand Fee		80.00

ADDENDUM TO HUD

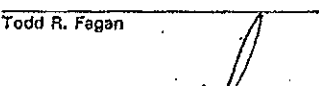
File#: 00-002-400961

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

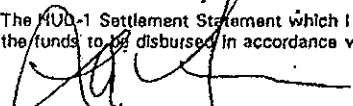
BORROWER'S:


Patricia K. Herman

SELLER'S:


Todd R. Fagan

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.


Settlement Agent - Laurie A. Frenzmeier

Date 02/25/2000

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine or imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Thursday, February 24, 2000, 15:34

File: 00-002-400961

ATTACHMENT TO HUD

BUYER SELLER

CHARGES FROM 1100 SECTION

Endorsements	30.00
ALTA 8.1 Environmental Protection Lien	69.40
Florida Fofmt 8	30.00
ALTA 4/4.1 Condominium	

PAYOFF CHARGES FOR Golden National Mortgage Banking Corp.

Principal Balance	73,418.88
Interest to 03/01/00	588.09
Forwarding/Demand Fee	50.00

ADDENDUM TO HUD

File: 00-002-400961

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

CORROBORATION:

Patricia K. Harman

SELLER'S:

Todd R. Fagan

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction, I have calculated, or will calculate, the funds to be disbursed in accordance with this statement.

Settlement Agent - Angela A. Franzmiller

Date 02/25/2000

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine or imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

02/23/00 13:14 TO -EFT-UNITAKER - 914076440055

NO. 400

Loan No

ADDENDUM TO HUD-1
SETTLEMENT STATEMENT

NOTICE TO ALL PARTIES: If information is obtained which indicates that the source of the borrower's financial contribution is other than from the borrower or other than stated by the lender in its closing instructions, the settlement agent is to obtain written instructions from the lender before proceeding with settlement.

CERTIFICATION OF BUYER IN AN FHA-INSURED LOAN TRANSACTION

I certify that I have no knowledge of any loans that have been or will be made to me (us) or loans that have been or will be assumed by me (us) for purposes of financing this transaction, other than those described in the sales contract dated _____ (including addenda). I certify that I (we) have not been paid or reimbursed for any of the cash downpayment. I certify that I (we) have not and will not receive any payment or reimbursement for any of my (our) closing costs which have not been previously disclosed in the sales contract (including addenda) and/or my application for mortgage insurance submitted to my (our) mortgage lender.

Date: 02/25/00

PATRICIA K. HERMAN - Borrower
- Borrower
- Borrower
- Borrower

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

CERTIFICATION OF SELLER IN AN FHA-INSURED LOAN TRANSACTION

I certify that I have no knowledge of any loans that have been or will be made to the borrower(s), or loans that have been or will be assumed by the borrower(s), for purposes of financing this transaction, other than those described in the sales contract dated _____. I certify that I have not and will not pay or reimburse the borrower(s) for any part of the cash downpayment. I certify that I have not and will not pay or reimburse the borrower(s) for any part of the borrower's closing costs which have not been previously disclosed in the sales contract (including any addenda).

Date: 02/25/00

Patricia K. Herman
- Seller
- Seller
- Seller
- Seller

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

CERTIFICATION OF SETTLEMENT AGENT IN AN FHA-INSURED LOAN TRANSACTION

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were (i) received, or (ii) paid outside closing, and the funds received have been or will be disbursed by the undersigned as part of the settlement of this transaction. I further certify that I have obtained the above certifications which were executed by the borrower(s) and seller(s) as indicated.

Settlement Agent

Date

[The certifications contained herein may be obtained from the respective parties at different times or may be obtained on separate addenda.]

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details, see: Title 18 U.S. Code Sections 1001 and 1010.

ISO/FHSS/0001/AHUD-1 (2-01)AL

FIRST LIEN LETTER

DATE: February 25, 2000

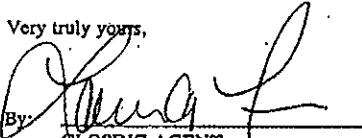
COMMITMENT NUMBER:

BORROWER(S): PATRICIA K. HERMAN

In connection with property covered by the captioned title insurance commitment, we wish to advise that we closed and completely disbursed the mortgage in the amount of \$ 83,950.00

This mortgage is a valid first lien on the property, subject only to those encumbrances shown in Schedule B of the captioned commitment. All taxes and special assessments which presently constitute a valid lien on the subject property have been paid in full.

Very truly yours,

By: 
CLOSING AGENT

AP# 66234

Florida

NOTE

LN#

FHA Case No.

094-4113762734

THE STATE DOCUMENTARY TAX DUE ON THIS NOTE HAS BEEN PAID ON THE MORTGAGE SECURING THIS INDEBTEDNESS.

February 25, 2000

[Date]

1204 NORTH FAIRWAY DRIVE, APOPKA, FL 32712

[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means FIDELITY MORTGAGE SERVICES

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of Eighty Three Thousand Nine Hundred Fifty and no/100

Dollars (U.S. \$ 83,950.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of Eight and One / Quarter percent (8.2500 %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on April 1, 2000. Any principal and interest remaining on the first day of March 2030, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 101 WYMORE ROAD #440, ALTAMONTE, FL 32714 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ 630.69. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

☐ Graduated Payment Allonge ☐ Growing Equity Allonge ☐ Other [specify]

FHA Florida Fixed Rate Note - 10/95

WMP - 1R(FI) (9810)

Amended 10/98

WMP MORTGAGE FORMS - (800) 821-7291

Page 1 of 2 WY 1098

Initials



5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.0000 %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

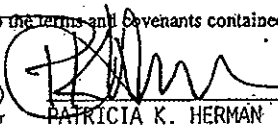
Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

_____ (Seal) -Borrower	 _____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower
_____ (Seal) -Borrower	_____ (Seal) -Borrower

AFTER RECORDING MAIL TO:

Prepared By: Acaffe
Address: FIDELITY MORTGAGE SERVICES
ALTAMONTE, FL 32714

LOAN NO.

STATE OF FLORIDA

[Space Above This Line For Recording Date]

FHA MORTGAGE

FHA CASE NO.

094-4113762734

This Mortgage ("Security Instrument") is given on February 25, 2000. The Mortgagor is PATRICIA K. HERMAN, a single person

whose address is 1204 NORTH FAIRWAY DRIVE, APOPKA, FL 32712 ("Borrower"). This Security Instrument is given to FIDELITY MORTGAGE SERVICES

which is organized and existing under the laws of , and whose address is 101 WYMORE ROAD #440, ALTAMONTE, FL 32714 ("Lender"). Borrower owes Lender the principal sum of Eighty Three Thousand Nine Hundred Fifty Dollars and no/100 Dollars (U.S. \$83,950.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on March 1, 2030. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under Paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ORANGE County, Florida:

SEE ATTACHED SCHEDULE "A"

which has the address of 1204 NORTH FAIRWAY DRIVE
Florida 32712 (Zip Code) ("Property Address");

APOPKA
(City)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

LOAN NO.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly payments of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required by Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary; in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds".

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. §§ 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall deal with the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage or deficiency as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

- FIRST, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;
- SECOND, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;
- THIRD, to interest due under the Note;
- FOURTH, to amortization of the principal of the Note;
- FIFTH, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless the Secretary determines this requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

7. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due

LOAN NO.

date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law and with the prior approval of the Secretary, require immediate payment in full of all the sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) by the Borrower, and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the note secured thereby not be eligible for insurance under the National Housing Act within 60 DAYS from the date hereof, Lender may, at its option and notwithstanding anything in Paragraph 9, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 DAYS from the date hereof, declining to insure this Security Instrument and the note secured thereby, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9.b. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of this Security Instrument.

16. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

LOAN NO.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding, and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 17, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

18. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

19. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were in a part of this Security Instrument. [Check applicable box(es)].

☒ Condominium Rider

☐ Graduated Payment Rider

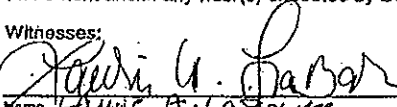
☐ Growing Equity Rider

☐ Planned Unit Development Rider

☐ Other (specify):

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in pages 1 through 5 of this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:


Name Laurie A. LaBarre

Name


PATRICIA K. HERMAN
3072 FOX HILL CIRCLE, APOKA, FL 32703

(Seal)
Borrower
P. O. Address

(Seal)
Borrower
P. O. Address

(Seal)
Borrower
P. O. Address

(Seal)
Borrower
P. O. Address

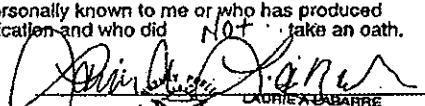
STATE OF FLORIDA

Seminole

County ss:

The foregoing instrument was acknowledged before me this February 25, 2000 by
PATRICIA K. HERMAN who is personally known to me or who has produced
as identification and who did NOT take an oath.

Notary Public
Serial Number: 2000


LAURIE A. LABARRE
My Commission CC062680
Expires Aug. 03, 2000

[Seal]

STATE OF FLORIDA,

County ss:

The foregoing instrument was acknowledged before me this
who is personally known to me or who has produced
as identification and who did take an oath.

Notary Public
Serial Number:

[Seal]

File No. 00-002-400961
Title Order No. 00400961

EXHIBIT ONE

Unit #1204, Building 4, Greenbrook Villas at Errol Estates I, a Condominium, together with undivided interests in the land, common elements and common expenses appurtenant to said units, all in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of Greenbrook Villas at Errol Estates I, a Condominium, recorded January 19, 1987, in O.R. Book 3854, Page 1905, et. seq., along with subsequent Modification thereof, all in the Public Records of Orange County, Florida.

LOAN NO.

FHA CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 25th day of February, 2000, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to FIDELITY MORTGAGE SERVICES

("Lender") of the same date and covering the property described in the Security Instrument and located at:

1204 NORTH FAIRWAY DRIVE, APOPKA, FL 32712

[Property Address]

The Property Address includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

GREENBROOK VILLAS

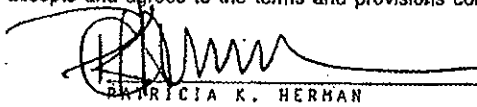
[Name of Condominium Project]

("Condominium Project"). If the owners association or other entity which acts for the Condominium Project ("Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring all property subject to the condominium documents, including all improvements now existing or hereafter erected on the Property, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the condominium unit or to the common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay Borrower's allocated share of the common expenses or assessments and charges imposed by the Owners Association, as provided in the condominium documents.
- C. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this Paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.


PATRICIA K. HERHAN

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

(SEAL)
Borrower

B



1414 No. Magnolia Ave.
Ocala, Florida 34470
Bus. (352) 369-6200
Fax 888-329-9270

September 28, 2001

Patricia K. Herman
1204 North Fairway Drive
Apopka, FL 32712

RE: Taylor, Bean & Whitaker Loan # 66234
GMAC Loan # 306854835
FHA Mortgage Insurance Premium

Dear Ms. Herman:

Upon review of your file, certain closing documents did not disclose the proper FHA Mortgage Insurance Premium disclosures. The premium was disclosed at the time of loan application.


Please find enclosed a corrected Truth In Lending Form and Mortgagor's Information Statement/Payment Breakdown showing proper disclosure of the FHA Mortgage Insurance Premium. Please sign and return these forms in the enclosed envelope.

I am also enclosing copies of the documents showing the disclosure:

- 1) Executed Upfront Good Faith Estimate
- 2) Executed Upfront Truth In Lending
- 3) Executed Upfront Informed Consumer Choice Disclosure Notice
- 4) Executed Compliance Agreement

We do apologize for any inconvenience.

Sincerely,


Linda Taylor
Mortgage Insurance Department

Cc: Laurie Greiner, Sales and Acquisitions
GMAC

Enclosures
Express Mail

Borrowers PATRICIA HERMAN 3072 FOX HILL CIRCLE APOPKA, FL 32703	APPLICATION#: 66234 LOAN #: 66234 Taylor, Bean & Whitaker Mortgage Corp. 101 N.E. 2nd Street Ocala, FL 34470 Property 1204 N. FAIRMAY DRIVE APOPKA, FL 32712
---	--

Itemization of Amount Financed			
\$ 82,007.80	Total amount financed	\$ 82,007.80	
\$ 94.88	Interim Interest		
\$ 1,847.32	MI Premium		
\$ 1,942.20	Total prepaid finance charges	\$ 1,942.20	
\$ 179.00	CLOSING COSTS		
\$ 445.50	County tax reserves		
\$ 624.50	Total amount paid to others		
LOAN AMOUNT (including financed MIP) \$ 83,950.00			

**THE FIRST PAYMENT FOR YOUR
FHA 30yr Fixed Rate**

FOR: \$ 83,950.00
 AT: 8.250000%
 WHICH WILL PAY OFF IN 360 PAYMENTS

IS BROKEN DOWN AS FOLLOWS:

PRINCIPAL &/OR INTEREST	\$ 630.69
Mortgage Insurance	34.09
Taxes	74.25
Insurance	0.00
Other	0.00
TOTAL PAYMENT	\$ 739.03

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid when you have made all payments as scheduled.
8.8989%	\$ 150,098.42	\$ 82,007.80	\$ 232,106.22

Your Payment Schedule Will Be:

12 payments monthly of \$ 664.78 beginning April 1, 2000
 148 payments monthly ranging from \$ 664.49 to \$ 658.48 beginning April 1, 2001
 199 payments monthly of \$ 630.69 beginning August 1, 2013
 1 payment of \$ 628.19 due on March 1, 2030

Security Interest: You are giving a security interest in the property located at
 1204 N. FAIRMAY DRIVE, APOPKA, FL 32712.
Late Charge: If payment is 15 days late, you will be charged 4.0000% of the payment.
Prepayment: If you pay off early, you will not have to pay a penalty.
Assumption: If you pay off early, you may be entitled to a refund of part of the finance charge.
This Obligation: Someone buying your home may, subject to conditions, be allowed to assume the
 remainder of the mortgage on the original terms.
 will NOT have a demand feature.
Insurance: You may obtain property insurance from anyone you want that is acceptable to Lender.
 See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date,
 prepayment refunds and penalties.

* means an estimate

I (We) hereby acknowledge receiving a completed copy of this disclosure.

✓ Date ___/___/___

PATRICIA HERMAN

**MORTGAGOR'S INFORMATION STATEMENT/
PAYMENT BREAKDOWN**

We are pleased to welcome you as another one of our nationwide customers. We hope you will be pleased with our servicing of your account. The following is provided for your information:

PROPOSED PAYMENT

Principal and Interest		\$	<u>630.69</u>
Monthly Escrows:			
Hazard Insurance	\$	0.00	
Taxes	\$	74.25	
Private Mtg. Ins./FHA Mtg. Ins.	\$	34.09	
Flood Insurance	\$	0.00	
Other:	\$	0.00	
Total Monthly Escrows		\$	<u>108.34</u>
Total Monthly Payment		\$	<u>739.03</u>
Less Buydown		\$	
MORTGAGOR'S TOTAL MONTHLY PAYMENT		\$	<u>739.03</u>

Your first payment is due: April 1, 2000

Loan No.: 66234

All payment figures are subject to final review in our Home Office.

Additional payment coupons will be mailed to you under separate cover and reflect the amount and due date of each payment.

All of your mortgage payments are due on the first of each month, and we sincerely ask that your payments arrive in our office by the first day of each month. If for any reason, you are ever without payment coupons, please continue making your mortgage payments on the first of each month by writing your loan number on your check or money order and mailing to: Taylor, Bean & Whitaker Mortgage Corp.
1417 N. Magnolia Ave. Ocala, FL 34475

Please provide your mailing address below. All correspondence on your loan will be directed to this address.

Phone No.

PATRICIA HERMAN

Social Security Number

Social Security Number

Date:

--TEMPORARY COUPONS FOR LOAN PAYMENTS--

PAYMENT DATE: April 1, 2000

LOAN #: 66234

PATRICIA HERMAN
1204 N. FAIRWAY DRIVE
APOPKA, FL 32712

Taylor, Bean & Whitaker Mortgage Corp
1417 N Magnolia Ave Mailstop: S
Ocala, FL 34475-9078

P&I	\$ 630.69
ESCROWS	\$ 108.34
TOTAL DUE	\$ 739.03

Payment Date:

Loan #: 66234

PATRICIA HERMAN
1204 N. FAIRWAY DRIVE
APOPKA, FL 32712

Taylor, Bean & Whitaker Mortgage Corp.
1417 N Magnolia Ave Mailstop: S
Ocala, FL 34475-9078

P&I	\$ 630.69
ESCROWS	\$ 108.34
TOTAL DUE	\$ 739.03

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR
ORANGE COUNTY, FLORIDA

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING LLC,

Counter Defendant.

**ORDER GRANTING COUNTER PLAINTIFF'S MOTION FOR LEAVE TO FILE
SECOND AMENDED COUNTER CLAIM**

THIS CAUSE came before this Honorable Court on this Friday, the 6th day of July, 2018, on the Counter Plaintiff's, PATRICIA K. HERMAN, *Motion for Leave to File Second Amended Counter Claim*, and after hearing arguments, reviewing the pleadings and otherwise being fully advised in the premises, this Honorable Court finds as follows:

- A. On February 14, 2017, this Honorable Court entered its *Order Granting Plaintiff/Counter Defendant's Motion for Substitution of Party Plaintiff*;
- B. On February 14, 2017, Ocwen Loan Servicing, LLC was substituted into the instant action for GMAC Mortgage Corporation;

it is therefore:

ORDERED AND ADJUDGED as follows:

- 1. The Counter Plaintiff's, PATRICIA K. HERMAN, *Motion for Leave to File Second Amended Counter Claim* is hereby **GRANTED**;

2. Counter Plaintiff's *Second Amended Counter Claim* is hereby accepted and deemed filed as of July 4, 2018.
3. Plaintiff/Counter Defendant, OCWEN LOAN SERVICING, LLC, shall file its answer to the Counter Plaintiff's *Second Amended Counter Claim* within twenty (20) days of the entry of this instant Order.
4. This Honorable Court shall retain jurisdiction over this matter for purposes of clarification and enforcement.

ORDERED at Orlando, Orange County, Florida on this 11 day of July, 2018.



ROBERT LEBLANC
CIRCUIT COURT JUDGE

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Order Granting Counter Plaintiff's Motion for Leave to File Second Amended Counter Claim* will be furnished on this 11 day of July 2018 via Florida E-Filing Portal to all parties of record in this action.



JUDICIAL ASSISTANT/~~ATTORNEY~~

Exhibit

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**IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

OCWEN LOAN SERVICING, LLC,

GENERAL JURISDICTION

Plaintiff,

Case No. 2007-CA-010062-O

v.

**ERROL ESTATE PROPERTY
OWNER'S ASSOCIATION, INC.;
GREENBROOK VILLAS AT ERROL
ESTATES CONDOMINIUM ASSOCIATION,
INC.,**

Defendants.

AMENDED FINAL JUDGMENT

THIS ACTION was tried before the Court on July 19, 2017. On the evidence presented

IT IS ADJUDGED that:

1. Plaintiff, Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409, is due:

Principal		\$77,986.02
Interest from 2/1/07 to 7/1/17		\$67,233.24
Title Search		\$400.00
Prior Servicer Escrow		\$5,307.06
Escrow Refunds		\$82.71
Tax Disbursements 2014		\$1,066.42
Tax Disbursements 2015		\$1,140.16
Tax Disbursements 2016		\$1,146.02
Property Maintenance		\$3,329.58
Property Preservation		\$310.00
Property Inspections		\$1,192.29
Property Appraisals		\$1,634.25
Attorneys' fees		
Flat Fee	\$250.00	
Hourly Fees	\$1,555.50	

Finding as to reasonable number of attorney hours: 6.8		
Finding as to reasonable attorney hourly rate: \$215.00		
Finding as to reasonable number of paralegal hours: 1.1		
Finding as to reasonable paralegal hourly rate: \$85.00		
Additional Flat Fee		
Case Management Conference – 6/27/14 & 7/31/14	\$1,000.00	
Case Management Conference – 9/23/16	\$500.00	
Attorneys' Fees total		\$1,805.00
Subtotal		\$162,632.75
Less: Suspense Balance		(\$1.89)
Less: Escrow Payments		(\$5.15)
TOTAL		\$162,625.71

2. The grand total amount referenced in Paragraph 1 shall bear interest from this date forward at the prevailing legal rate of interest in accordance with Section 55.03, Florida Statutes.

3. Plaintiff holds a lien for the total sum superior to all claims or estates of defendants, on the following described property in Orange County, Florida:

UNIT # 1204, BUILDING 4, GREENBROOK VILLAS AT ERROL ESTATES I, A CONDOMINIUM, TOGETHER WITH UNDIVIDED INTERESTS IN THE LAND, COMMON ELEMENTS AND COMMON EXPENSES APPURTENANT TO SAID UNITS, C111 IN ACCORDANCE WITH AND SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, TERMS AND OTHER PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF GREENBROOK VILLAS AT ERROL ESTATES I, A CONDOMINIUM, RECORDED JANUARY 19, 1987, IN O.R. BOOK 3854, PAGE 1905, ET. SEQ., ALONG WITH SUBSEQUENT MODIFICATION THEREOF, ALL IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

4. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on Oct. 17, 2018, to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at 425 North Orange Avenue in Orange County in Orlando, Florida, in accordance with section 45.031, Florida Statutes, using the following method (CHECK ONE):

☐ At _____, beginning at _____ on the prescribed date.

☒ By electronic sale beginning at 11:00 on the prescribed date at www.myorangeclerk.realforeclose.com.

5. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

6. On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

7. On filing the certificate of sale, defendants and all persons claiming under or against defendants since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter

720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

8. Jurisdiction of this action is retained to enter further orders that are necessary or are proper including, but not limited to re-foreclosure against any subordinate interest omitted from these proceedings, determining the amounts owed to any condominium or homeowners association, issuance of a writ of possession and the entry of a deficiency judgment, when and if such deficiency is sought if the parties liable under the note have not been discharged in bankruptcy (however no deficiency may be sought if the parties liable under the note were subject to an order allowing Plaintiff or its predecessors-on-interest only in rem relief from the bankruptcy automatic stay).

IF THE PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SAME. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

ORDERED at Orlando, Florida on September 4, 2018, NUNC
PRO TUNC July 19, 2017.



Circuit Court Judge

I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via U.S. Mail on September 4, 2018 to all persons on the following service list:

Nazish Zaheer, Esq.
Brock & Scott, PLLC
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, Florida 33309
FLCourtDocs@brockandscott.com
Counsel for Plaintiff

Linda M. Reck, Esq.
Greenberg Traurig
450 S. Orange Avenue, Suite 650
Orlando, Florida 32801
reckl@gtlaw.com
shelnutl@gtlaw.com
Co-Counsel for Plaintiff,
Ocwen Loan Servicing, LLC

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Avenue, Suite 340
Winter Park, Florida 32789
ceri@thehoalawyer.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, Florida 32751
jdavis@clayton-mcculloh.com
mfgroup2@clayton-mcculloh.com

Pamela K. Herman, Esq.
Law Office Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida 32712-2229
Service2lopkhpa@gmail.com
Counterplaintiff

Exhibit

O

IN THE COUNTY COURT OF THE 9TH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Plaintiff,

v.

PATRICIA K. HERMAN, et al,

Defendants,

CASE NO. 48-2007-CA-010062-O

PATRICIA K. HERMAN,

Counter-Plaintiff,

v.

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Counter-Defendant.

GMAC MORTGAGE, LLC NOTICE OF BANKRUPTCY STATUS

GMAC Mortgage, LLC ("GMACM"), by and through its undersigned counsel, respectfully submits this Notice of Bankruptcy Status, and states as follows:

1. On May 14, 2012 (the "Petition Date"), Residential Capital, LLC and certain of its direct and indirect subsidiaries, including GMACM (collectively, the "Debtors"), filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). The

Debtors' Chapter 11 cases (the "Bankruptcy Cases") are being jointly administered, indexed at case number 12-12020 (MG).

2. On August 24, 2012, the undersigned caused to be filed in this present matter a Notice of Bankruptcy Filing and Entry of Confirmation Order (the "Notice") to inform the Court and the parties of the Bankruptcy Cases and the automatic stay imposed by section 362 of the United States Bankruptcy Code.

3. On January 29, 2013, the undersigned caused to be filed in this present matter a Notice of Bankruptcy Filing and Entry of Confirmation Order (the "Amended Notice") to inform the Court and the parties of the Bankruptcy Cases and the automatic stay imposed by section 362 of the United States Bankruptcy Code.

4. On October 22, 2013, the undersigned caused to be filed in this present matter a Notice of Bankruptcy Filing and Entry of Confirmation Order (the "Second Amended Notice") to further inform the Court and the parties regarding the Bankruptcy Cases. Specifically the Amended Notice clarified as follows:

GMAC has concluded that Herman's interest in the property was foreclosed out by Greenbrook Villas' suit and she no longer has an interest in the property. By its simultaneously filed notice, GMAC is dismissing Herman from this suit. Therefore, Herman's claims against GMAC are not Permitted Claims, as she is not in the class of persons or entities allowed to assert such claims. Each and every one of Herman's claims remain subject to the automatic stay and the continued prosecution of these claims is prohibited. However, her demand for attorneys' fees is not subject to the bankruptcy stay and can be liquidated. Any award of attorneys' fees would have to be submitted through the proof of claim process in the United States Bankruptcy Court for the Southern District of New York and would be treated as a general unsecured claim.

(Second Amended Notice, ¶ 8).

5. On December 11, 2013, the Bankruptcy Court entered its Order Confirming Second Amended Joint Chapter 11 Plan Proposed by Residential Capital, LLC et al. and the

Official Committee of Unsecured Creditors (the “**Confirmation Order**”) [Bankruptcy Docket 6065]¹ approving the terms of the Chapter 11 plan, as amended (the “**Plan**”). The effective date under the Plan occurred on December 17, 2013 (the “**Effective Date**”).

6. Both the Plan and Confirmation Order provide for the extension of the automatic stay through the Effective Date and provide that the injunctive provisions of the Plan and Confirmation Order will remain in full force and effect following the Effective Date. (Confirmation Order, ¶ 63(g); Plan, Art. XIII.K). **Moreover, both Section G of Paragraph 40 of the Confirmation Order and Article IX.I of Plan contain an “Injunction” provision that, among other things, enjoins all parties from “commencing or continuing in any manner or action or other proceeding of any kind” relating to claims that are released under the Plan.**

7. Article VIII.B of the Plan provides that the claim of any creditor of the Debtors that failed to file a proof of claim by the applicable deadline “SHALL BE DEEMED DISALLOWED, DISCHARGED, RELEASED, AND EXPUNGED AS OF THE EFFECTIVE DATE WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT, AND HOLDERS OF SUCH CLAIMS MAY NOT RECEIVE ANY DISTRIBUTIONS ON ACCOUNT OF SUCH CLAIMS, UNLESS SUCH LATE PROOF OF CLAIM IS DEEMED TIMELY FILED BY A FINAL ORDER OF THE BANKRUPTCY COURT.” (emphasis in original).

8. In addition, pursuant to Article XII of the Plan and Paragraph 66 of the Confirmation Order, the Bankruptcy Court retained exclusive jurisdiction to hear all matters

¹ Due to its voluminous nature, the Confirmation Order, to which the Plan is an exhibit, or any other referenced bankruptcy documents, are not included as an attachment, but may be obtained at no charge at <http://www.kccllc.net/rescap>

pertaining to the injunction provided for in the Plan and Confirmation Order. Specifically, the Plan provides as follows:

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, on and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction over all matters arising out of, or related to, the Chapter 11 Cases and the Plan pursuant to sections 105(a) and 1142 of the Bankruptcy Code, including jurisdiction:

...

(c) to hear and determine any matter, case, controversy, suit, dispute, or Causes of Action: (i) regarding the existence, nature, and scope of the releases, injunctions, and exculpation provided under the Plan, and (ii) enter such orders as may be necessary or appropriate to implement such releases, injunctions, and other provisions;

....

(Plan, Art. XII) (emphasis added). In addition, the Confirmation Order provides as follows:

Retention of Jurisdiction. The business and assets of the Debtors shall remain subject to the jurisdiction of this Court until the Effective Date. Notwithstanding the entry of this Order, from and after the Effective Date, the Court shall retain such jurisdiction over the Chapter 11 Cases as is legally permissible, including jurisdiction over those matters and issues described in Article XII of the Plan, including with respect to (i) insurance settlements and disputes involving insurance policies settled or otherwise addressed under or in connection with the Plan, and (ii) the Claims filed by WFBNA in these Chapter 11 Cases and any Claims or Causes of Action that may be asserted by WFBNA against any of the Ally Released Parties.

(Confirmation Order, ¶ 66).

7. By Order dated November 21, 2012, the Court approved the sale of the Debtors' mortgage origination and servicing platform to Ocwen Loan Servicing LLC ("Ocwen") and its designee, Walter Investment Management Corp. ("Walter") [Docket No. 2246] (the "Ocwen Sale Order"). The transactions comprising the sale of the Debtors' mortgage origination and servicing platform (the "Sale") closed in two parts: the sale to Walter closed on January 31, 2013, and the sale to Ocwen closed on February 15, 2013.

8. On March 13, 2015, the Bankruptcy Court entered the Order Granting the Motion for Entry of an Order Establishing Procedures Enforcing Injunctive Provisions of Plan and Confirmation (“Procedures Order”). The Procedures Order, (i) bars Patricia K. Herman from continuing to prosecute this action against the Debtors under the injunction provisions of the Plan and Confirmation Order, and (ii) permits the Liquidating Trust to seek further relief from the Bankruptcy Court in the event Patricia K. Herman continues to seek recourse against the Debtors.

9. According to the Debtors’ records, Patricia K. Herman did not file a proof of claim in the Bankruptcy Cases and is barred from continuing to prosecute this action against a Debtor. Additionally, pursuant to the Plan and Confirmation Order, Patricia K. Herman is prohibited from pursuing monetary claims against the Debtors, but may proceed with non-monetary relief. However, as a result of the Sale, no Debtor services or owns the loan(s) subject of this proceeding and is unable to provide any non-monetary relief sought.

10. With regard to this matter, defendant and counter-plaintiff Patricia K. Herman asserted eight (8) claims against GMAC. Specifically, her claims are:

- a. Count I for purported violations of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.2, *et. seq.*;
- b. Count II for purported violations of the “Mortgage Lending Laws – Fla. Stat. Ch. 494”;
- c. Count III for a purported breach of contract claim;
- d. Count IV for a purported continuing breach of contract claim;
- e. Count V for a purported breach of a reinstatement agreement claim;
- f. Count VI for a purported negligence claim (dismissed with prejudice on or about December 24, 2008).
- g. Count VII for a purported breach of fiduciary duty; and
- h. Count VIII for a purported unjust enrichment claim.

11. Further, following the February 4, 2013 dismissal of Debtor's claims against Patricia K. Herman, her claims against Debtor are not Permitted Claims, as she is not in the class of persons or entities allowed to assert such claims.

12. Debtor also notified Patricia K. Herman in their October 22, 2013 Amended Response to Patricia K. Herman's Motion for Attorney's Fees and Costs ("Amended Response") as follows:

Further, to the extent this Court finds that Herman is due an award of attorneys' fees, she can only liquidate said fees in this venue and then seek recovery of same through GMACM's bankruptcy process in the United States Bankruptcy Court, Southern District of New York, Case No. 12-12020.

(Amended Response, ¶ 6).

13. According to the Debtors' records, despite receiving the Notice, Amended Notice, Second Amended Notice, and Amended Response Patricia K. Herman did not file a proof of claim in the Bankruptcy Cases and is barred from continuing to prosecute this action against a Debtor.

14. Patricia K. Herman has no claim against Debtors and Debtors have no further involvement in the current case.

15. Debtors are submitting this Status Report for the purpose of providing the Court and the parties to this action with an update as to the status of the Bankruptcy Cases.

Respectfully submitted this 24 day of October, 2016.

s/Christian W. Hancock
Christian W. Hancock (Florida Bar No. 0643521)
Mark S. Wierman (Florida Bar No. 0095781)
Bradley Arant Boult Cummings LLP
214 N. Tryon Street, Suite 3700
Charlotte, NC 28202
Phone: (704) 338-6000
Fax: (704) 332-8858

Primary email: chancock@bradley.com
Secondary email: mjpalmer@bradley.com

*CO-COUNSEL FOR PLAINTIFF AND COUNTER-
DEFENDANT GMAC MORTGAGE, LLC*

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via United States mail, postage prepaid, and/or via email, pursuant to Rule 2.516, this 24 day of October, 2016, to the following:

Patricia K. Herman, Esq.
Law Office of Patricia K. Herman, P.A.
Email: service2lopkhpa@gmail.com

Pro Se Defendant

Jeff A. Stone, Esq.
Russell E. Klemm, Esq.
Clayton & McCulloh
Primary: jstone@clayton-mcculloh.com
Primary: rklemm@clayton-mcculloh.com
Secondary: mfgroup2@clayton-mcculloh.com

*Attorneys for Greenbrook Villas at Errol
Estates Condominium Association, Inc.*

Lauren Farinas
Brock and Scott
1501 NW 49th Street, Ste 200
Ft Lauderdale, FL 33309
FLCourtDocs@brockandscott.com

Christopher Eri, Esq.
Community Association Law Group
157 E. New England Avenue, Suite 340
Winter Park, Florida 32789-7007
Primary: ceri@thehoalawyer.com

*Attorneys for Plaintiff and Counter-Defendant
GMAC Mortgage, LLC*

*Attorneys for Errol Estate Property Owner's
Association*

Exhibit

P

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

Ocwen Loan Servicing, LLC

GENERAL JURISDICTION DIVISION

Plaintiff,

Case No. 2007-CA-010062-O

vs.

Greenbrook Villas at Errol Estates
Condominium Association, Inc.; Errol
Estate Property Owner's Association,

Defendants.

PLAINTIFF'S MOTION FOR EXTENSION OF TIME

Ocwen Loan Servicing, LLC, hereinafter Plaintiff, by and through its undersigned counsel, hereby files this Motion for Extension of Time to respond to the Counter Plaintiff's Request to Produce, Notice of Service of Counter Plaintiff's First set of Interrogatories to Counter Defendant filed by the Defendant, Patricia K. Herman, and in support thereof states as follows:

1. The undersigned represents Plaintiff in the instant action.
2. Defendant, Patricia K. Herman, served her Counter Plaintiff's Request to Produce, Notice of Service of Counter Plaintiff's First set of Interrogatories to Counter Defendant upon Plaintiff on or about June 25, 2018.
3. The undersigned requires additional time to consult with Plaintiff and formulate the response to the Counter Plaintiff's Request to Produce, Notice of Service of Counter Plaintiff's First set of Interrogatories to Counter Defendant. The undersigned requests an additional thirty (30) days to serve responses from the current due date.



4. On July 11, 2018, the Court granted Defendant/Counter Plaintiff's motion for leave to file a second amended counterclaim. As such, there is no prejudice to Defendant/Counter Plaintiff.

5. This Motion is made in good faith and not for the purposes of delay.


WHEREFORE, Plaintiff, Ocwen Loan Servicing, LLC, prays this Court for an order granting the Motion for Extension of Time, and such other and further relief as this Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion for Extension of Time, was mailed electronically or via U.S. Mail on July 17, 2018 to all persons shown on the following service list.

BROCK & SCOTT, PLLC
Attorney for Plaintiff
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Phone: (954) 618-6955, ext. 6111
Fax: (954) 618-6954
FLCourtDocs@brockandscott.com

By


Allegra Knopf, Esq.
Florida Bar No. 307660

The following persons were served by e-mail:

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Shaib Y. Rios, Esq.
FL Bar No. 28316

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh, 1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com; mfgroup2@clayton-mcculloh.com

**IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA**

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO.: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING, LLC,

Counter Defendant.

**COUNTER-DEFENDANT OCWEN LOAN SERVICING, LLC'S
MOTION FOR EXTENSION OF TIME TO RESPOND TO DISCOVERY**

Counter-Defendant, Ocwen Loan Servicing, LLC ("Ocwen" or "Counter-Defendant"), by and through its undersigned counsel, seeks an extension of time to respond to Counter-Plaintiff's Request for Production, Request for Admissions and First Set of Interrogatories to Counter-Defendant. In support hereof, Counter-Defendant states as follows:

1. On June 25, 2018 Counter-Plaintiff served the Request for Production, Request for Admissions and First Set of Interrogatories upon Ocwen (the "Discovery").
2. On July 17, 2018, Ocwen filed a motion seeking a 30-day extension of time to respond to the Discovery.
3. The undersigned counsel was only recently retained by Ocwen and requires additional time to review the Discovery and consult with Ocwen in order to prepare appropriate responses.
4. On August 23, 2018, the undersigned counsel contacted Counter-Plaintiff Patricia K. Herman by e-mail to request an extension through and including Monday, September 10, 2018. The undersigned counsel has not yet received any response from Counter-Plaintiff.

5. Due to an error in calendaring, the instant motion was not filed by the expiration on Friday, August 24, 2018 of Ocwen's previous requested extension of time. Counter-Plaintiff submits that the belated filing of this Motion was due to excusable neglect and is not prejudicial to any party to this action.

6. Ocwen states that it is not making the instant request for purposes of delay or harassment, and no parties would be prejudiced by granting the relief sought herein.

WHEREFORE, Counter-Defendant OCWEN LOAN SERVICING, LLC respectfully requests that the Court enter an Order granting Ocwen's Motion for Extension to Respond to Discovery together with such other relief that this Court deems just and appropriate.

Respectfully Submitted,

GREENBERG TRAUIG, P.A.
450 South Orange Avenue, Suite 650
Orlando, FL 32801
Telephone: (407) 420-1000
Facsimile: (407) 420-5909

GREENBERG TRAUIG, P.A.
777 S. Flagler Drive, Suite 300 East
West Palm Beach, FL 33401
Telephone: (561) 650-7915
Facsimile: (561) 655-6222

By: /s/ Linda M. Reck
Patrick G. Broderick, Esq.
Florida Bar No. 88568
broderickp@gtlaw.com
FLService@gtlaw.com
Linda M. Reck, Esq.
Florida Bar No. 669474
reckl@gtlaw.com
shelnutl@gtlaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on August 28, 2018, a true and correct copy of the foregoing was filed with the Clerk of the Court using the State of Florida e-filing system which will send a notice of electronic service to:

Allegra Knopf, Esq.
BROCK & SCOTT, PLLC
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
FLCourtDocs@brockandscott.com

Christopher Eri, Esq.
157 E. New England Ave., Ste. 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Jennifer L. Davis, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

Patricia K. Herman, Esq.
1631 Rock Springs Road, #305
Apopka, FL 32712
Service2lopkhpa@gmail.com

By: /s/ Linda M. Reck
LINDA M. RECK

WPB 384294330v2

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO.: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING, LLC,

Counter Defendant.

**COUNTER-DEFENDANT OCWEN LOAN SERVICING, LLC'S
MOTION FOR ADDITIONAL EXTENSION OF TIME TO RESPOND TO DISCOVERY**

Counter-Defendant, Ocwen Loan Servicing, LLC ("Ocwen" or "Counter-Defendant"), by and through its undersigned counsel, seeks an extension of time to respond to Counter-Plaintiff's Request for Production, Request for Admissions and First Set of Interrogatories to Counter-Defendant. In support hereof, Counter-Defendant states as follows:

1. On June 25, 2018 Counter-Plaintiff served the Request for Production, Request for Admissions and First Set of Interrogatories upon Ocwen (the "Discovery").
2. On July 17, 2018, Ocwen filed a motion seeking a 30-day extension of time to respond to the Discovery.
3. On August 28, 2018, Ocwen filed a motion seeking an extension of time through today, September 10, 2018 to respond to the Discovery because the undersigned counsel had been recently retained by Ocwen.
4. Since that time, however, the undersigned counsel has had professional and personal obligations that delayed finalizing the responses to Discovery in this matter. Specifically, the undersigned counsel prepared for and attended a trial in Pasco County and then was out of the

office for several days due to an unexpected family matter. As a result, Ocwen and the undersigned counsel require an additional two weeks to complete and finalize responses to the Discovery.

5. On September 10, 2018, the undersigned counsel contacted Counter-Plaintiff Patricia K. Herman by e-mail to request an extension through and including September 24, 2018. The undersigned counsel has not yet received any response from Counter-Plaintiff.

6. Ocwen states that it is not making the instant request for purposes of delay or harassment, and no parties would be prejudiced by granting the relief sought herein.

WHEREFORE, Counter-Defendant OCWEN LOAN SERVICING, LLC respectfully requests that the Court enter an Order granting Ocwen 's Motion for Extension to Respond to Discovery together with such other relief that this Court deems just and appropriate.

Respectfully Submitted,

GREENBERG TRAUIG, P.A.
450 South Orange Avenue, Suite 650
Orlando, FL 32801
Telephone: (407) 420-1000
Facsimile: (407) 420-5909

GREENBERG TRAUIG, P.A.
777 S. Flagler Drive, Suite 300 East
West Palm Beach, FL 33401
Telephone: (561) 650-7915
Facsimile: (561) 655-6222

By: /s/ Linda M. Reck

Patrick G. Broderick, Esq.
Florida Bar No. 88568
broderickp@gtlaw.com
FLService@gtlaw.com
Linda M. Reck, Esq.
Florida Bar No. 669474
reckl@gtlaw.com
shelnutl@gtlaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on September 10, 2018, a true and correct copy of the foregoing was filed with the Clerk of the Court using the State of Florida e-filing system which will send a notice of electronic service to:

Allegra Knopf, Esq.
BROCK & SCOTT, PLLC
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
FLCourtDocs@brockandscott.com

Christopher Eri, Esq.
157 E. New England Ave., Ste. 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Jennifer L. Davis, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

Patricia K. Herman, Esq.
1631 Rock Springs Road, #305
Apopka, FL 32712
Service2lopkhpa@gmail.com

By: /s/ Linda M. Reck
LINDA M. RECK

WPB 384303773v1

**IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA**

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO.: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING, LLC,

Counter Defendant.

_____ /

**COUNTER-DEFENDANT OCWEN LOAN SERVICING, LLC'S
NOTICE OF SERVICE OF UNVERIFIED RESPONSES TO FIRST SET OF
INTERROGATORIES**

Counter-Defendant, Ocwen Loan Servicing, LLC ("Ocwen" or "Counter-Defendant"), by and through its undersigned counsel and pursuant to Florida Rule of Civil Procedure 1.340, hereby gives notice of serving its unverified Responses to Counter-Plaintiff's First Set of Interrogatories.

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 8, 2018, a true and correct copy of the foregoing was filed with the Clerk of the Court using the State of Florida e-filing system which will send a notice of electronic service to:

Allegra Knopf, Esq.
BROCK & SCOTT, PLLC
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
FLCourtDocs@brockandscott.com

Christopher Eri, Esq.
157 E. New England Ave., Ste. 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Jennifer L. Davis, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

Patricia K. Herman, Esq.
1631 Rock Springs Road, #305
Apopka, FL 32712
Service2lopkhpa@gmail.com

By: /s/ Linda M. Reck
LINDA M. RECK

WPB 384321304v1

**IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA**

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO.: 48-2007-CA-010062-O

vs.

OCWEN LOAN SERVICING, LLC,

Counter Defendant.

COUNTER-DEFENDANT'S RESPONSES TO REQUEST FOR ADMISSIONS

Counter-Defendant, OCWEN LOAN SERVICING, LLC ("Ocwen") by its undersigned counsel, and pursuant to Rule 1.370 of the Florida Rules of Civil Procedure, hereby responds to the Request for Admissions to Counter Defendant filed by Counter-Plaintiff, PATRICIA K. HERMAN's ("Ms. Herman") on July 12, 2018 as follows:

GENERAL OBJECTIONS AND RESPONSES

Ocwen objects generally to the Request for Admissions to the extent that it seeks to impose obligations Ocwen greater than that which is required by applicable law and/or the Florida Rules of Civil Procedure.

Ocwen objects generally to the Request for admissions to the extent it seeks privileged information including, but not limited to, information protected by the work product doctrine and/or the attorney-client privilege.

Any Request not specifically admitted herein shall be deemed denied.

Notwithstanding the foregoing objections, and without waiving them, Ocwen responds to the specific Requests as follows:

SPECIFIC RESPONSES

1. You are the current title owner of the property that is subject to the note and mortgage in this action.

RESPONSE: Denied.

2. The subject note and mortgage does not authorize for the collection of private mortgage insurance premiums.

RESPONSE: Ocwen admits that the subject Note and Mortgage do not expressly require the borrower to pay a *private* mortgage insurance premium as part of the monthly payment, but the subject Note and Mortgage do require the borrower to pay a mortgage insurance premium as part of the monthly payment.

3. The subject note and mortgage does not authorize for the collection of hazard insurance premiums.

RESPONSE: Denied.

4. Between March 2000 through July 2018, on a monthly basis, you have removed monies for the payment of private mortgage insurance premiums from Ms. Herman's escrow account.

RESPONSE: Denied.

5. Between March 2000 through July 2018, on a monthly basis, you have charged monies for the payment of private mortgage insurance premiums to Ms. Herman's escrow account.

RESPONSE: Denied.

6. Between March 2016 through July 2018, you have removed monies for the payment of hazard insurance premiums from Ms. Herman's escrow account.

RESPONSE: Denied.

7. Between March 2016 and July 2018, you have charged monies for the payment of hazard insurance premiums to Ms. Herman's escrow account.

RESPONSE: Denied.

8. Between March 2000 through July 2018, on a monthly basis, you have charged late fees to Ms. Herman's account.

RESPONSE: Denied.

9. You utilized incorrect data to service Ms. Herman's loan.

RESPONSE: Denied.

10. You failed to verify the accuracy of the terms of repayment of Ms. Herman's loan.

RESPONSE: Denied.

11. Between March 2000 through July 2018, you have unilaterally and repeatedly increased Ms. Herman's monthly mortgage loan payment.

RESPONSE: Denied.

12. You admitted to Ms. Herman that subject note and mortgage did not authorize the collection of private mortgage insurance from her escrow account.

RESPONSE: Ocwen objects to this Request as vague and ambiguous because it does not provide a time frame for which it seeks an admission. Subject to and without waiver of its objection, Ocwen refers Ms. Herman to its response to Request for Admission number 2.

13. You attempted to alter Ms. Herman's closing/settlement documents to authorize the collection of private mortgage insurance premiums from her escrow account.

RESPONSE: Denied.

Respectfully submitted,

GREENBERG TRAUIG, P.A.
450 South Orange Avenue, Suite 650
Orlando, FL 32801
Telephone: (407) 420-1000
Facsimile: (407) 420-5909

GREENBERG TRAUIG, P.A.
777 S. Flagler Drive, Suite 300 East
West Palm Beach, FL 33401
Telephone: (561) 650-7915
Facsimile: (561) 655-6222

By: /s/ Linda M. Reck
Patrick G. Broderick, Esq.
Florida Bar No. 88568
broderickp@gtlaw.com
FLService@gtlaw.com
Linda M. Reck, Esq.
Florida Bar No. 669474
reckl@gtlaw.com
shelnutl@gtlaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 8, 2018, a true and correct copy of the foregoing was filed with the Clerk of the Court using the State of Florida e-filing system which will send a notice of electronic service to:

Allegra Knopf, Esq.
BROCK & SCOTT, PLLC
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
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Christopher Eri, Esq.
157 E. New England Ave., Ste. 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Jennifer L. Davis, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

Patricia K. Herman, Esq.
1631 Rock Springs Road, #305
Apopka, FL 32712
Service2lopkhpa@gmail.com

By: /s/ Linda M. Reck
LINDA M. RECK

WPB 384282132v2

**IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA**

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO.: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING, LLC,

Counter Defendant.

**COUNTER DEFENDANT'S RESPONSE TO COUNTER PLAINTIFF'S
REQUEST TO PRODUCE**

Counter-Defendant OCWEN LOAN SERVICING LLC ("Ocwen") by its undersigned counsel and pursuant to Fla. R. Civ. P. 1.350, hereby responds and objects to the Request to Produce filed by Counter-Plaintiff, PATRICIA K. HERMAN ("Ms. Herman") on June 25, 2018 as follows:

GENERAL OBJECTIONS AND RESPONSES

1. Ocwen objects to the Request to Produce to the extent that it seeks documents representing communications between Ocwen and its counsel. Ocwen will not produce any documents that are privileged from disclosure based on the attorney-client privilege. Specific objections on the grounds of privilege are provided for emphasis and clarity only, and the absence of a specific objection should not be interpreted as evidence that Ocwen does not object to a specific Request on the basis on an applicable privilege. Although extreme care has been taken and continues to be made to exclude such items from production, Ocwen does not waive such protections with respect to any information or documents that are produced inadvertently.

2. Ocwen objects to the Request to Produce to the extent that it seeks documents representing attorney work product. Ocwen will not produce any documents that are protected from disclosure based on the work product doctrine. Specific objections on the grounds of privilege are provided for emphasis and clarity only, and the absence of a specific objection should not be interpreted as evidence that Ocwen does not object to a specific Request on the basis of an applicable privilege. Although extreme care has been taken and continues to be made to exclude such items from production, Ocwen does not waive such protections with respect to any information or documents that are produced inadvertently.

3. Ocwen objects to the Request to Produce to the extent it seeks documents that are private, confidential or commercially sensitive information. Such documents will be provided by Ocwen only upon entry of, and subject to, an appropriate protective order or a suitable confidentiality agreement agreed upon and executed by and between the parties.

4. Ocwen construes each document request in the Request to Produce not to seek, and states that no privilege log is required for, legal memoranda, drafts of pleadings, attorney notes, documents selected and assembled by counsel for the purpose of preparing to represent Ocwen on its behalf, and in preparing court pleadings and other papers, communications between Ocwen and its counsel, and other documents and communications that have come into existence because of anticipated or actual litigation.

5. Ocwen objects to the production of “any” documents to the extent that the Request to Produce seeks to require Ocwen to do more than use reasonable diligence to locate responsive and non-privileged documents based on an examination of those files that reasonably may be expected to yield such documents.

6. Ocwen objects generally to the Request to Produce to the extent that it imposes any obligation that is inconsistent with, or greater than that which is required by, the Florida Rules of Civil Procedure or any other applicable rule or law. Ocwen will construe and respond to the Request to Produce in accordance with the requirements of the Florida Rules of Civil Procedure and Local Rules and any other applicable rule or law.

7. Ocwen objects generally to the Request to Produce to the extent that it purports to impose upon Ocwen a duty to secure and produce documents or things not within its possession, custody or control. Ocwen further objects to the Request to Produce to the extent that it purports to seek discovery of documents that are in the possession, custody or control of Ocwen's parents or affiliates having corporate identities separate and apart from Ocwen and therefore not in Ocwen's possession, custody or control.

8. Ocwen objects to the Request to Produce to the extent that it purports to impose an obligation on Ocwen to conduct anything beyond a reasonable and diligent search of readily accessible files (including electronic files) from readily accessible sources (including electronic sources) where responsive documents can reasonably be expected to be found.

9. Ocwen objects generally to the Request to Produce to the extent that it purports to require preservation and/or production of electronically stored information ("ESI") that is not stored on active systems, but is stored on systems, backup tapes and other media that are no longer part of normal business operations. Such ESI is not reasonably accessible and likely is duplicative of ESI available from other more readily accessible sources. Because of the lack of relevance of such ESI and the cost associated with searching, preserving and accessing these data sources, Ocwen will not search the ESI sources described above.

10. Ocwen objects generally to the Request to Produce to the extent that it purports to require Ocwen to create or generate documents that do not exist currently. Ocwen's responses and objections shall not be construed as representations of the existence or non-existence of specific documents in its possession, custody or control.

11. A statement that Ocwen will produce documents responsive to a Request means that Ocwen will produce responsive documents located within its possession, custody, and control, at the offices of Ocwen's counsel or where said documents may be located presently, and at a time mutually convenient for the parties and their respective counsel. Alternatively, at the request of Ms. Herman, copies of the responsive documents will be provided at Ms. Herman's sole cost and expense. By producing documents pursuant to any Request, Ocwen does not (a) admit that such documents (or related documents) are properly discoverable, (b) waive any objection which might otherwise be made to such documents, or (c) admit that any such documents are admissible at trial. Ocwen reserves the right to object to the use and/or introduction into evidence of any documents produced in response to the Request to Produce.

12. These General Objections shall be deemed to be applicable to and continuing with respect to any Specific Request responded to below. The General Objections asserted above are hereby incorporated into each of the responses set forth herein. Such objections are not waived, nor in any way limited, by any response to any Specific Request.

SPECIFIC OBJECTIONS AND RESPONSES

Subject to the foregoing General Objections and Responses, which are incorporated by reference in each of the following responses, Ocwen responds to the Request to Produce as follows:

1. A copy of the mortgage at issue in this action.

RESPONSE: Ocwen states that a copy of the mortgage at issue in this action was attached to the Complaint filed in this action and to the Second Amended Counterclaim filed by Ms. Herman in this action. Notwithstanding, Ocwen further states that it will produce a copy of the subject mortgage.

2. A copy of the note at issue in this action.

RESPONSE: Ocwen states that a copy of the note at issue in this action was attached to the Complaint filed in this action. Notwithstanding, Ocwen further states that it will produce a copy of the subject note.

3. A copy of any document(s) showing transfer of interest or title from Greenbrook Villas at Errol Estate, a Condominium Association, Inc. to Ocwen Loan Servicing LLC.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify the property or other item that would be the subject of the purported transfer of interest or title and fails to identify any time period for which it seeks information. Ocwen also objects to this Request on the basis that it seeks documents that are not relevant to the Counterclaims that remain pending in this action – the Counterclaims do not concern title to the real property that was the subject of the foreclosure action and judgment. To the extent that this Request refers to a transfer of interest or title to the real property that is the subject of this foreclosure action, Ocwen states that it has no documents in its possession, custody or control that it believes are responsive to this Request.

4. Documents showing a complete history of the loan ownership history.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify the loan for which it seeks information and any time period for which it seeks information. Moreover, this Request seeks documents that are not relevant to the Counterclaims that remain pending in this case because it appears to seek information dating back to February 2000, which is beyond any statute of limitations applicable to the Counterclaims, and the Counterclaims do not raise any issues regarding the ownership of the subject loan. Ocwen objects to this Request to the extent that it seeks documents that are protected by the attorney-client, work product or other privileges, or that is otherwise confidential, private or commercially sensitive by seeking documents without any limitations as to author, recipient, date, substance or circumstances. Subject to and without

waiver of its General and Specific objections, Ocwen states that it will produce non-privileged documents that it believes are responsive to this Request to the extent they exist and are in Ocwen's possession, custody and control and will produce confidential documents only upon entry of, and subject to, a suitable confidentiality agreement agreed upon and executed by the parties.

5. Documents showing a complete loan servicer history.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify the loan about which it seeks information and identify any time period for which it seeks information. Moreover, this Request seeks documents that are not relevant to the Counterclaims that remain pending in this case because it appears to seek information dating back to February 2000, which is beyond any statute of limitations applicable to the Counterclaims. Ocwen objects to this Request to the extent that it seeks documents that are protected by the attorney-client, work product or other privileges, or that is otherwise confidential, private or commercially sensitive by seeking documents without any limitations as to the author, recipient, date, substance or circumstances. Subject to and without waiver of its General and Specific objections, Ocwen states that it will non-privileged documents that it believes are responsive to this Request to the extent they exist and are in Ocwen's possession, custody and control and will produce confidential documents only upon entry of, and subject to, a suitable confidentiality agreement agreed upon and executed by the parties.

6. A complete account history for the loan at issue in this action, for the period of time commencing February 2000 up and though June 2018.

RESPONSE: Ocwen objects to this Request as overbroad and seeking documents that are not relevant to the Counterclaims that remain pending in this case because it seeks information dating back to February 2000, which is beyond any statute of limitations applicable to the Counterclaims. Ocwen objects to this Request to the extent that it seeks documents that are not in Ocwen's possession, custody or control by seeking documents created and/or maintained before Ocwen acquired the servicing rights to the loan that that is the subject of the Counterclaims. Ocwen objects to this Request as vague and ambiguous because it fails to define or otherwise provide guidance as to the meaning of the phrase "account history" as used in this Request. As phrased, Ocwen is unsure of what specific historical information about the account that this Request seeks. Subject to and without waiver of its General and Specific objections, Ocwen states that it will produce documents that it believes are responsive to this Request to the extent they exist and are in Ocwen's possession, custody and control.

7. A complete history of the application of payments on the loan at issue in this action, for the period of time commencing February 2000 up and through June 2018.

RESPONSE: Ocwen objects to this Request as overbroad and seeking documents that are not relevant to the Counterclaims that remain pending in this case because it seeks information dating back to February 2000, which is beyond any statute of limitations applicable to the Counterclaims. Ocwen objects to this Request to the extent that it seeks documents that are not in Ocwen's possession, custody or control by seeking documents created and/or maintained before Ocwen acquired the servicing rights to the loan that that is the subject of the Counterclaims. Ocwen objects to this Request as duplicative in that it appears to seek the same substantive information as Request Number 6. Subject to and without waiver of its General and Specific objections, Ocwen states that it will produce documents that it believes are responsive to this Request to the extent they exist and are in Ocwen's possession, custody and control.

8. A copy of any and all correspondence sent to the Counter Plaintiff from Counter Defendant and/or Counter Defendant's agents.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify the date, subject, substance or circumstances of the correspondence it seeks. Moreover, this Request seeks documents that are not relevant to the Counterclaims that remain pending in this case because it seeks information for an unlimited time frame, which is beyond any statute of limitations applicable to the Counterclaims, and contains no limitations as to the subject matter of the correspondence it seeks. As phrased and by seeking "any and all" correspondence, this Request is not narrowly tailored to those issues that remain pending in the Counterclaims.

9. A copy of any and all correspondence sent to the Counter Defendant and/or Counter Defendant's agents from Counter Plaintiff.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify the date, subject, substance or circumstances of the correspondence it seeks. Moreover, this Request seeks documents that are not relevant to the Counterclaims that remain pending in this case because it seeks information for an unlimited time frame, which is beyond any statute of limitations applicable to the Counterclaims, and contains no limitations as to the subject matter of the correspondence it seeks. As phrased and by seeking "any and all" correspondence, this

Request is not narrowly tailored to those issues that remain pending in the Counterclaims.

10. A copy of any notice of default and/or acceleration of loan Counter Defendant sent to Counter Plaintiff.

RESPONSE: Ocwen objects to this Request as vague, ambiguous and overbroad because it fails to identify the loan about which it seeks information and fails to identify any time period for which it seeks information. Moreover, this Request seeks information that is not relevant to the Counterclaims that remain pending in this case because it refers to a “notice of default and/or acceleration of loan” when neither the subject note nor the subject mortgage contains any such requirement. Moreover, this Interrogatory seeks information pertaining to the foreclosure of the mortgage that has already occurred and to which Ms. Herman was and is not a party. None of the pending Counterclaims contain any allegations pertaining to a default or acceleration of debt.

11. A copy of any and all documents, notes, memoranda and/or any other correspondence or papers relating to the assignment of the note and mortgage to Counter Defendant from the prior mortgage lender.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify any time period for which it seeks information and seeks “any and all ... papers” without any limitations as to the author, recipient, substance, date or circumstances of the documents. Moreover, this Request seeks documents that are not relevant to the Counterclaims that remain pending in this case because it appears to seek information dating back to February 2000, which is beyond any statute of limitations applicable to the Counterclaims, and because the Counterclaims do not raise any issues regarding the assignment of the subject note and mortgage to Ocwen. Ocwen objects to this Request to the extent that it seeks documents that are protected by the attorney-client, work product or other privileges, or that is otherwise confidential, private or commercially sensitive because it seeks “any and all ... papers” without any limitations as to the author, recipient, substance, date or circumstances of the documents.

12. A copy of any and all documents, notes, memoranda and/or any other correspondence or papers relating to the assignment of the note and mortgage to the prior mortgage lender from Counter Defendant.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify any time period for which it seeks information and seeks “any and all ... papers” without any limitations as to the author, recipient, substance, date or circumstances of the documents. Moreover, this Request makes little sense as phrased –it seeks documents relating to an assignment to a prior mortgage lender from Ocwen when Ocwen is the current holder of the mortgage as shown by the Amended Final Judgment entered in this action. It also seeks documents that are not relevant to the Counterclaims that remain pending in this case because it appears to seek information dating back to February 2000, which is beyond any statute of limitations applicable to the Counterclaims, and the Counterclaims do not raise any issues regarding an assignment of the subject note and mortgage by Ocwen to another entity. Ocwen objects to this Request to the extent that it seeks documents that are protected by the attorney-client, work product or other privileges, or that is otherwise confidential, private or commercially sensitive because it seeks “any and all ... papers” without any limitations as to the author, recipient, substance, date or circumstances of the documents.

13. A copy of all correspondence, note, electronic messages, and any and all documents relating to the collection of private mortgage insurance by Counter Defendant.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify any time period for which it seeks information and fails to identify the loan or account about which it seeks information. Ocwen objects to this Request on the basis that it seeks information that is not relevant to the pending Counterclaims in this case because it seeks “any and all ... documents relating to the collection of private mortgage insurance” by Ocwen without any limitations as to the loans, accounts or circumstances of such alleged collection. As phrased, this Request is not limited to Ms. Herman’s loan or the issues raised in her Counterclaims. Ocwen objects to this Request to the extent that it seeks documents that are protected by the attorney-client, work product or other privileges, or that is otherwise confidential, private or commercially sensitive because it seeks “any and all” documents relating to a subject without any limitations as to the author, recipient, substance, date or circumstances of the documents.

14. A copy of all correspondence Counter Defendant relies upon for the authorization of the deduction of private mortgage insurance payments from Ms. Herman's escrow account.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify any time period for which it seeks information and fails to provide a definition for or guidance as to the meaning of the word "correspondence" as used in this Request. Moreover, this Request seeks documents based on the premises that Ocwen relies upon "correspondence" to authorize certain deductions and that Ocwen has made deductions of "private mortgage insurance payments" from Ms. Herman's escrow account, neither of which are true. Ocwen objects to this Request to the extent that it seeks documents that are protected by the attorney-client, work product or other privileges, or that is otherwise confidential, private or commercially sensitive because it seeks "all correspondence" without any limitations as to the author, recipient, substance, date or circumstances of the documents.

15. A copy of any and all amended settlement documents sent from Counter Defendant to Counter Plaintiff for execution.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify any time period for which it seeks information and fails to provide a definition for or guidance as to the meaning of the phrase "settlement documents" as used in this Request. Ocwen neither originated Ms. Herman's loan nor settled any claims in this action. Ocwen objects to this Request because it seeks documents that are not relevant to the Counterclaims that remain pending in this case because it appears to seek information dating back to February 2000, which is beyond any statute of limitations applicable to the Counterclaims. Ocwen objects to this Request to the extent that it seeks documents that are not in Ocwen's possession, custody or control by seeking documents created and/or maintained before Ocwen acquired the servicing rights to the loan that that is the subject of the Counterclaims.

16. A copy of any documents which Counter Defendant relies upon in its modification(s) of Counter Plaintiff's monthly mortgage payments.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify any time period for which it seeks information and fails to provide a definition for or guidance as to the meaning of the term "modification" as used in this Request, especially considering that such term has a specific legal meaning in the context of mortgage loans. Moreover, this Request seeks documents based on the

premise that Ocwen makes such “modification(s)” to Ms. Herman’s monthly mortgage payments. Ocwen objects to this Request to the extent that it seeks documents that are protected by the attorney-client, work product or other privileges, or that is otherwise confidential, private or commercially sensitive because it seeks “any documents” without any limitations as to the author, recipient, substance, date or circumstances of the documents.

17. A detailed analysis of the escrow account associated with the note, mortgage and/or loan at issue in this instant action.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify any time period for which it seeks information. Ocwen objects to this Request on the basis that it seeks documents that are not relevant to the Counterclaims that remain pending in this case because it seeks information dating back to February 2000, which is beyond any statute of limitations applicable to the Counterclaims. Ocwen objects to this Request to the extent that it seeks documents that are not in Ocwen’s possession, custody or control by seeking documents created and/or maintained before Ocwen acquired the servicing rights to the loan that that is the subject of the Counterclaims. Ocwen objects to this Request as duplicative in that it appears to seek the same substantive information as Request Number 6. Subject to and without waiver of its General and Specific objections, Ocwen states that it will produce documents that it believes are responsive to this Request to the extent they exist and are in Ocwen’s possession, custody and control.

18. Any and all documents upon which Counter Defendant intends to base its defense to the Counter Plaintiff’s Counter Claim at issue in this instant action.

RESPONSE: Ocwen objects to this Request to the extent that it seeks documents that are protected by the attorney-client, work product or other privileges, or that is otherwise confidential, private or commercially sensitive because it seeks “any documents” without any limitations as to the author, recipient, substance, date or circumstances of the documents. Subject to and without waiver of its General and Specific objections, Ocwen states that it will produce documents that it believes are responsive to this Request to the extent they exist and are in Ocwen’s possession, custody and control and will produce confidential documents only upon entry of, and subject to, a suitable confidentiality agreement agreed upon and executed by the parties.

19. A complete copy of the Counter Defendant's file on the note, mortgage, and/or loan at issue in this instant action, including, but not limited to: records, office notes, correspondence, memos, consultations, histories and reports.

RESPONSE: Ocwen objects to this Request as overbroad, vague and ambiguous because it fails to identify any time period for which it seeks information. Ocwen objects to this Request on the basis that it seeks information that is not relevant to the Counterclaims that remain pending in this case by seeking a copy of Ocwen's entire file without any limitations whatsoever. Ocwen objects to this Request to the extent that it seeks documents that are protected by the attorney-client, work product or other privileges, or that is otherwise confidential, private or commercially sensitive because it seeks Ocwen's entire file without any limitations as to the author, recipient, substance, date or circumstances of the documents.

20. Any and all reports or opinions prepared by expert witnesses retained by Counter Defendant and whom Counter Defendant to use as an expert witness at trial.

RESPONSE: Ocwen objects to this Request to the extent that it seeks documents that are protected by the attorney-client, work product or other privileges, because Ocwen and its counsel have not yet determined whether it will retain and use at trial any expert witnesses. Ocwen will make disclosures and produce reports in accordance with and pursuant to the applicable Florida Rules of Civil Procedure, Local Rules and court orders.

Respectfully submitted,

GREENBERG TRAUIG, P.A.
450 South Orange Avenue, Suite 650
Orlando, FL 32801
Telephone: (407) 420-1000
Facsimile: (407) 420-5909

GREENBERG TRAUIG, P.A.
777 S. Flagler Drive, Suite 300 East
West Palm Beach, FL 33401
Telephone: (561) 650-7915
Facsimile: (561) 655-6222

By: /s/ Linda M. Reck
Patrick G. Broderick, Esq.
Florida Bar No. 88568
broderickp@gtlaw.com

FLService@gtlaw.com
Linda M. Reck, Esq.
Florida Bar No. 669474
reckl@gtlaw.com
shelnutl@gtlaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 8, 2018, a true and correct copy of the foregoing was filed with the Clerk of the Court using the State of Florida e-filing system which will send a notice of electronic service to:

Allegra Knopf, Esq.
BROCK & SCOTT, PLLC
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
FLCourtDocs@brockandscott.com

Christopher Eri, Esq.
157 E. New England Ave., Ste. 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Jennifer L. Davis, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

Patricia K. Herman, Esq.
1631 Rock Springs Road, #305
Apopka, FL 32712
Service2lopkhpa@gmail.com

By: /s/ Linda M. Reck
LINDA M. RECK

WPB 384282131v2

**IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT IN AND
FOR ORANGE COUNTY, FLORIDA**

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO.: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING, LLC,

Counter Defendant.

**COUNTER-DEFENDANT OCWEN LOAN SERVICING, LLC'S
NOTICE OF SERVICE OF VERIFIED RESPONSES TO FIRST SET OF
INTERROGATORIES**

Counter-Defendant, Ocwen Loan Servicing, LLC ("Ocwen" or "Counter-Defendant"), by and through its undersigned counsel and pursuant to Florida Rule of Civil Procedure 1.340, hereby gives notice of serving its Verified Responses to Counter-Plaintiff's First Set of Interrogatories.

[REMAINING PAGE INTENTIONALLY BLANK]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 17, 2018, a true and correct copy of the foregoing was filed with the Clerk of the Court using the State of Florida e-filing system which will send a notice of electronic service to:

Allegra Knopf, Esq.
BROCK & SCOTT, PLLC
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
FLCourtDocs@brockandscott.com

Christopher Eri, Esq.
157 E. New England Ave., Ste. 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Jennifer L. Davis, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

Patricia K. Herman, Esq.
1631 Rock Springs Road, #305
Apopka, FL 32712
Service2lopkhpa@gmail.com

By: /s/ Linda M. Reck
LINDA M. RECK

WPB 384328122v1

Exhibit

Q

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR
ORANGE COUNTY, FLORIDA

PATRICIA K. HERMAN,
Counter Plaintiff,

vs.

CASE NO.: **48-2007-CA-010062**

OCWEN LOAN SERVICING LLC,
Counter Defendant.

_____ /

**COUNTER PLAINTIFF'S MOTION TO COMPEL DEPOSITION OF COUNTER
DEFENDATN'S CORPORATE REPRESENTATIVE**

COMES NOW, the Counter-Plaintiff, **PATRICIA K. HERMAN**, (hereinafter referred to as "Ms. Herman"), by and through the undersigned attorney, and hereby files her *Motion to Compel Deposition of Counter Defendant's, OCWEN LOAN SERVICING, LLC* (hereinafter referred to as "Ocwen"), *Corporate Representative*, and as grounds thereof states as follows:

1. On August 3, 2018, Ms. Herman sent her first request to Ocwen for available dates for the deposition of its Corporate Representative. (Please see a copy of the August 3, 2018 e-mail, which is attached hereto and incorporated herein as "Exhibit A").
2. Subsequent to her initial August 3, 2018 request for availability, Ms. Herman has requested of Ocwen on numerous occasions for the availability of its Corporate Representative for deposition. (Please see a copy of the e-mails which are collectively attached hereto and incorporated herein as "Exhibit B").
3. As of the date of the filing of the instant motion, Ocwen has failed and refused to provide Ms. Herman with dates for the deposition of its Corporate

Representative.

4. Ocwen's refusal to allow Ms. Herman to depose its Corporate Representative is intentional.
5. Ocwen has already refused to answer, produce and/or file its responses to Ms. Herman's prior discovery requests, and has lodged untimely objections to both the answering of interrogatories and admissions, as well as the production of documents requested by Ms. Herman.
6. As of the date of the filing of this instant objection, Ocwen has not provided one (1) answer to the requested interrogatories, not one (1) of the requested documents, not one (1) answer to the request for admissions, and not one (1) date of availability for the deposition of its Corporate Representative.
7. Ocwen has been fully represented at every stage throughout the instant proceeding.
8. Ms. Herman has been obligated to pay attorney's fees and costs in bringing this matter to this Honorable Court's attention.
9. Ms. Herman respectfully requests that this Honorable Court find Ocwen liable for said attorney's fees and costs association with the necessity of bring this matter to this Honorable Court's attention.

WHEREFORE, the Counter Plaintiff, Patricia K. Herman, respectfully requests this Honorable Court:

- A. Grant Ms. Herman's *Motion to Compel Deposition of Counter Defendant's, Corporate Representative*;
- B. Order that Ocwen make its Corporate Representative available to be deposed by Ms. Herman on a date she do chooses;

- C. Ordering Ocwen to be responsible for all costs and fees associated with the deposition of its Corporate Representative;
- D. Awarding Ms. Herman her attorney's fees and costs associated with the instant motion; and,
- E. Awarding any and all other relief that this Honorable Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Motion to Compel Deposition of Counter Defendant's Corporate Representative* will be furnished on this 9th day of October 2018 via Florida E-Filing Portal to all parties of record in this action.

/s/ Patricia K. Herman
PATRICIA K. HERMAN, ESQUIRE
Florida Bar No.: 0113018
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida 32712-2229
407/731-5823
Email: lopkhpa@gmail.com

Exhibit

A



lopkhpa herman <lopkhpa@gmail.com>

Herman v Ocwen REQUEST FOR DATES

1 message

Patricia K. Herman, Esquire <lopkhpa@gmail.com>

Fri, Aug 3, 2018 at 10:37 AM

To: Kara Fredrickson <kara.fredrickson@brockandscott.com>, flcourtdocs@brockandscott.com

Bcc: lopkhpa@gmail.com

Good morning Attorney Fredrickson :

I intend to depose the corporate representative of Ocwen. Please advise which date best accommodates your schedule.
Thank you!

August: 20 through 31; and,
September: 1 through 28.

Patricia K. Herman, Esquire
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida. 32712-2229
Phone: 407-731-5823
E-mail: lopkhpa@gmail.com

Exhibit

B



lopkhpa herman <lopkhpa@gmail.com>

14-F01214 RE: Herman v Ocwen REQUEST FOR DATES

9 messages

Allegra Knopf <Allegra.Knopf@brockandscott.com>

Fri, Aug 3, 2018 at 11:42 AM

To: "lopkhpa@gmail.com" <lopkhpa@gmail.com>


Cc: "reckl@gtlaw.com" <reckl@gtlaw.com>

Good morning,

Your request to depose an Ocwen corporate representative was forwarded to me. The litigation of this matter is being handled by Greenberg Traurig. A copy of their Notice of Appearance is attached. Accordingly, they would handle the deposition.

I have copied them on this email.

Allegra Knopf
Associate Attorney
Foreclosure

 Brock & Scott, PLLC
Brock & Scott, PLLC
1501 NW 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Ph : (954) 618-6955 x6111
Allegra.Knopf@brockandscott.com

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

SERVING NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE, GEORGIA, FLORIDA, VIRGINIA, MARYLAND, MICHIGAN, & ALABAMA.

FDCPA: This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

DISCLAIMER REGARDING UNIFORM ELECTRONIC TRANSACTIONS ACT ("UETA") (FLORIDA STATUTES SECTION 668.50): If this communication concerns negotiation of a contract or agreement, UETA does not apply to this communication. Contract formation in this matter shall occur only with manually affixed original signatures on original documents.

 **Notice Appearance Of Counsel.pdf**
134K

Patricia K. Herman, Esquire <lopkhpa@gmail.com>
To: Allegra Knopf <Allegra.Knopf@brockandscott.com>

Fri, Aug 3, 2018 at 11:48 AM

Cc: "reckl@gtlaw.com" <reckl@gtlaw.com>
Bcc: lopkhp@gmail.com

Thank you.

Patricia K. Herman, Esquire
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida. 32712-2229
Phone: 407-731-5823
E-mail: lopkhp@gmail.com
[Quoted text hidden]

<Notice Appearance Of Counsel.pdf>

reckl@gtlaw.com <reckl@gtlaw.com>
To: lopkhp@gmail.com
Cc: Allegra.Knopf@brockandscott.com

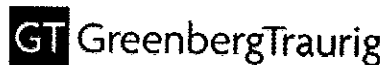
Fri, Aug 17, 2018 at 2:40 PM

Good afternoon Ms. Herman:

Following up on the below, please provide me with proposed deposition dates as well as a list of topics for the Ocwen corporate representative deposition.

Thank you,

Linda M. Reck
Of Counsel
Greenberg Traurig, P.A.
450 So. Orange Avenue, Suite 650 | Orlando, FL 32801
T 407.254-2643 | F 407.650.8428 |
reckl@gtlaw.com | www.gtlaw.com | View GT Biography



From: Allegra Knopf [mailto:Allegra.Knopf@brockandscott.com]
Sent: Friday, August 3, 2018 11:43 AM
To: lopkhp@gmail.com
Cc: Reck, Linda M. (OfCnsl-Orl-LT) <reckl@gtlaw.com>
Subject: 14-F01214 RE: Herman v Ocwen REQUEST FOR DATES

[Quoted text hidden]

If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information.

Patricia K. Herman, Esquire <lopkhpa@gmail.com>

Fri, Aug 17, 2018 at 2:52 PM

To: reckl@gtlaw.com

Cc: Allegra.Knopf@brockandscott.com

Bcc: lopkhpa@gmail.com

Good afternoon.

August 20 through 31, 2018, and, September 1 through 28, 2018. Any day excluding Saturdays.

The topics for the deposition will be the issues stated in the counterclaim.

Let me know if you need anything further.

Thank you.

Sincerely,

Patricia

Patricia K. Herman, Esquire
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida. 32712-2229
Phone: 407-731-5823
E-mail: lopkhpa@gmail.com

[Quoted text hidden]

reckl@gtlaw.com <reckl@gtlaw.com>

Tue, Aug 21, 2018 at 2:49 PM

To: lopkhpa@gmail.com

Cc: Allegra.Knopf@brockandscott.com

Good afternoon Ms. Herman:

I will need to confirm my client's availability, but I'm generally available during the week of September 10 or September 17. Is there a particular date during one of those weeks that you would prefer?

Thank you,

Linda M. Reck

Of Counsel

Greenberg Traurig, P.A.

450 So. Orange Avenue, Suite 650 | Orlando, FL 32801

T 407.254-2643 | F 407.650.8428 |

reckl@gtlaw.com | www.gtlaw.com | View GT Biography





From: Patricia K. Herman, Esquire [mailto:lopkhpa@gmail.com]
Sent: Friday, August 17, 2018 2:53 PM
To: Reck, Linda M. (OfCnsl-Orl-LT) <reckl@gtlaw.com>
Cc: Allegra.Knopf@brockandscott.com
Subject: Re: 14-F01214 RE: Herman v Ocwen REQUEST FOR DATES

[Quoted text hidden]

lopkhpa herman <lopkhpa@gmail.com>
To: reckl@gtlaw.com
Bcc: Law office <lopkhpa@gmail.com>

Tue, Aug 21, 2018 at 3:36 PM

Good afternoon Attorney Reck:

I am unavailable on September 18, 2018. Thank you for your prompt response.
I am available on the other dates that you are available. As such, I will mark all dates on my calendar as busy, to allow you to obtain your client's availability. Please let me know which date when you obtain same.

Thank you!

Sincerely,
Patricia

[Quoted text hidden]

Patricia K. Herman, Esquire

Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida 32712-2229
407-731-5823
Service E-Mail: service2lopkhpa@gmail.com
General E-Mail: lopkhpa@gmail.com

reckl@gtlaw.com <reckl@gtlaw.com>
To: lopkhpa@gmail.com

Wed, Aug 22, 2018 at 4:18 PM

Good afternoon:

I will let you know as soon as I confirm my client's availability. In the meantime, please let me know if you will agree to an extension of time through September 10, 2018 for my client to serve responses to your written discovery. I've only recently appeared in this case and am still compiling the information required for the responses. We will make sure to schedule the deposition so that you have sufficient time to review the responses in advance.

Thank you,

Linda M. Reck
Of Counsel
Greenberg Traurig, P.A.
450 So. Orange Avenue, Suite 650 | Orlando, FL 32801
T 407.254-2643 | F 407.650.8428 |
reckl@gtlaw.com | www.gtlaw.com | View GT Biography



From: lopkhpa herman [mailto:lopkhpa@gmail.com]
Sent: Tuesday, August 21, 2018 3:37 PM
To: Reck, Linda M. (OfCnsl-Orl-LT) <reckl@gtlaw.com>

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Good afternoon.

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Brock & Scott, PLLC
1501 NW 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Ph : (954) 618-6955 x6111
Allegra.Knopf@brockandscott.com

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

**SERVING NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE, GEORGIA, FLORIDA,
VIRGINIA, MARYLAND, MICHIGAN, & ALABAMA.**

FDCPA: This firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose.

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If you are not an intended recipient of confidential and privileged information in this email, please delete it, notify us immediately at postmaster@gtlaw.com, and do not use or disseminate such information.

--
Patricia K. Herman, Esquire

Law Office of Patricia K. Herman, P.A.

1631 Rock Springs Road, #305

Apopka, Florida 32712-2229

407-731-5823

Service E-Mail: service2lopkhpa@gmail.com

General E-Mail: lopkhpa@gmail.com

lopkhpa herman <lopkhpa@gmail.com>

To: reckl@gtlaw.com

Bcc: Law office <lopkhpa@gmail.com>

Fri, Sep 7, 2018 at 12:11 PM

Good afternoon:

Please advise of your client's availability for deposition. This is third request. Thanks!

Sincerely,

Patricia

[Quoted text hidden]

reckl@gtlaw.com <reckl@gtlaw.com>

Reply-To: reckl@gtlaw.com

To: lopkhpa@gmail.com, rpost.org

Cc: shelnutl@gtlaw.com, rpost.org

Mon, Sep 10, 2018 at 5:16 PM

Ms. Herman:

Due to an unexpected family matter, I've been out of the office and am now trying to catch up on various matters. I will speak with my client for an update on deposition dates and get back to you. Also, we will need some additional time to complete the discovery responses and plan to file a motion seeking an additional two weeks today. Please let me know if you have any objection to that extension. Again, we will make sure to schedule the deposition so that you have time to review the discovery responses in advance.

Lastly, I saw that you filed a notice of hearing for next Tuesday, September 18. However, that date was not cleared with my office in advance as required by the Judge's procedures. I'm working on moving a few things around to accommodate that date but please make sure to clear any and all hearing dates with my office in advance as required by the Judge.

Thank you,

Linda M. Reck

Of Counsel

Greenberg Traurig, P.A.

450 So. Orange Avenue, Suite 650 | Orlando, FL 32801

T 407.254-2643 | F 407.650.8428 |

reckl@gtlaw.com | www.gtlaw.com | View GT Biography



From: lopkhpa herman [mailto:lopkhpa@gmail.com]

Sent: Friday, September 7, 2018 12:12 PM

[Quoted text hidden]

[Quoted text hidden]



lopkhpa herman <lopkhpa@gmail.com>

Herman v. Ocwen Loan Servicing, Case No. 48-2007-CA-010062 // September 18, 2018 Hearing

9 messages

reckl@gtlaw.com <reckl@gtlaw.com>

Mon, Sep 17, 2018 at 12:23 PM

To: ctjacb1@ocnjcc.org

Cc: lopkhpa@gmail.com

Good afternoon:

I received the attached Notice of Hearing from Counter-Plaintiff, who did not clear the hearing date and time with my office. Because of this, I don't know whether Ms. Herman (who is copied on this e-mail) confirmed this date with you pursuant to Judge LeBlanc's procedures. Could you please advise as to whether this hearing is on the docket for tomorrow morning?

Sincerely,

Linda M. Reck

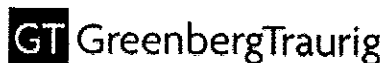
Of Counsel

Greenberg Traurig, P.A.

450 So. Orange Avenue, Suite 650 | Orlando, FL 32801

T 407.254-2643 | F 407.650.8428 |

reckl@gtlaw.com | www.gtlaw.com | View GT Biography



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384303370_v 1_2018.09.10 Notice of Hearing - September 18 2018.PDF

63K

lopkhpa herman <lopkhpa@gmail.com>

Mon, Sep 17, 2018 at 12:51 PM

To: reckl@gtlaw.com

Cc: "Brown, Cindy" <ctjacb1@ocnjcc.org>

Bcc: "Patricia K. Herman, Esquire" <lopkhpa@gmail.com>

Good morning. I attempted to coordinate dates on this hearing with Attorney Reck's office on three (3) separate occasions, to wit: August 14, 2018; August 20, 2018; and, September 7, 2018. I filed and served the notice of hearing on September 10, 2018. On September 10, 2018, I received correspondence from Attorney Reck indicating receipt of the notice of hearing; advising that she would accommodate that date; and instructing me clear all dates with her office.

Judge LeBlanc's procedures for the setting of these motions are as follows:

" Ex Parte/Short Matters: Ex Parte and Short Matters are uncontested or very brief (5 minute) hearings held Monday through Thursday at 8:30 a.m. This is not a "motion calendar." Uncontested matters will be handled first, followed by short contested matters which will be handled in the order in which the attorneys appear; therefore, ex parte matters should arrive early. If no matters remain pending at 9:00 a.m. on trial weeks and 9:30 a.m. on hearing weeks, ex parte/short matters will close. Types of motions suitable for hearing at short matters are simple motions to dismiss, to strike affirmative defenses, for more definite statement, to amend pleadings, short discovery motions, protective orders, objections to CMEs, Motions for Summary Judgment after default (not foreclosures), etc. Please furnish your Motion and Notice of Hearing to the Court at least 48 hours prior to the hearing so that the Court can prepare for the hearing. No telephone hearings are permitted during ex parte or short matters."

The hearing was scheduled in accordance with Judge LeBlanc's hearing procedures for foreclosure case motions.

I have attached copies of the three emails sent to opposing counsel requesting dates, and the September 10, 2018 response.

I am not cancelling the hearing. Please advise if anything further is required.

Thank you

Patricia K. Herman, Esquire
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida. 32712-2229
Phone: 407-731-5823
E-mail: lopkhpa@gmail.com

[Quoted text hidden]

<384303370_v 1_2018.09.10 Notice of Hearing - September 18 2018.PDF>

2 attachments

 **Gmail - Re_ Request for Hearing Time - HERMAN V. OCWEN - 28-2007-10062-O. Second Request.pdf**
103K

 **Gmail - 14-F01214 RE_ Herman v Ocwen REQUEST FOR DATES.pdf**
189K

Brown, Cindy <ctjacb1@ocnjcc.org>
To: "reckl@gtlaw.com" <reckl@gtlaw.com>
Cc: "lopkhpa@gmail.com" <lopkhpa@gmail.com>

Mon, Sep 17, 2018 at 1:27 PM

Judge LeBlanc hears short matter/ex parte hearings Monday – Thursday at 8:30 a.m. These hearings are not kept on his motion calendar. Parties are to coordinate a date and time, file your notice and then show up for the hearing.

Cindy Brown

Judicial Assistant to

Judge Bob LeBlanc

Circuit Civil Division 40

Ph: (407) 836-2012

Fax: (407) 835-5254

From: reckl@gtlaw.com <reckl@gtlaw.com>
Sent: Monday, September 17, 2018 12:24 PM
To: Brown, Cindy <ctjacb1@ocnjcc.org>
Cc: lopkhpa@gmail.com
Subject: Herman v. Ocwen Loan Servicing, Case No. 48-2007-CA-010062 // September 18, 2018 Hearing

Good afternoon:

I received the attached Notice of Hearing from Counter-Plaintiff, who did not clear the hearing date and time with my office. Because of this, I don't know whether Ms. Herman (who is copied on this e-mail) confirmed this date with you pursuant to Judge LeBlanc's procedures. Could you please advise as to whether this hearing is on the docket for tomorrow morning?

Sincerely,

Linda M. Reck
Of Counsel
Greenberg Traurig, P.A.
450 So. Orange Avenue, Suite 650 | Orlando, FL 32801
T 407.254-2643 | F 407.650.8428 |
reckl@gtlaw.com | www.gtlaw.com | View GT Biography

[Redacted Signature]

[Redacted Signature]

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reckl@gtlaw.com <reckl@gtlaw.com>
To: ctjacb1@ocnjcc.org
Cc: lopkhpa@gmail.com

Mon, Sep 17, 2018 at 1:29 PM

Thank you.

Linda M. Reck

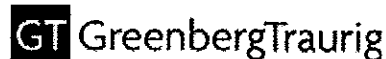
Of Counsel

Greenberg Traurig, P.A.

450 So. Orange Avenue, Suite 650 | Orlando, FL 32801

T 407.254-2643 | F 407.650.8428 |

reckl@gtlaw.com | www.gtlaw.com | View GT Biography



From: Brown, Cindy [mailto:ctjacb1@ocnjcc.org]

Sent: Monday, September 17, 2018 1:27 PM

To: Reck, Linda M. (OfCnsl-Orl-LT) <reckl@gtlaw.com>

Cc: lopkhp@gmail.com

Subject: RE: Herman v. Ocwen Loan Servicing, Case No. 48-2007-CA-010062 // September 18, 2018 Hearing

[Quoted text hidden]

reckl@gtlaw.com <reckl@gtlaw.com>

To: lopkhp@gmail.com

Mon, Sep 17, 2018 at 1:35 PM

Ms. Herman:

Please note that flservice@gtlaw.com is used solely for service of documents, not communications with my office. None of the e-mails that you have attached have any request to me or my assistant (shelnutl@gtlaw.com) to coordinate a hearing date. My response was regarding a request for deposition dates, not hearing dates. The purpose of my e-mail was to make sure that neither of us wasted time and money showing up for a hearing that didn't make the docket.

Sincerely,

Linda M. Reck

Of Counsel

Greenberg Traurig, P.A.

450 So. Orange Avenue, Suite 650 | Orlando, FL 32801

T 407.254-2643 | F 407.650.8428 |

reckl@gtlaw.com | www.gtlaw.com | View GT Biography



From: lopkhp Herman [mailto:lopkhp@gmail.com]
Sent: Monday, September 17, 2018 12:52 PM
To: Reck, Linda M. (OfCnsl-Orl-LT) <reckl@gtlaw.com>
Cc: Brown, Cindy <ctjacb1@ocnjcc.org>
Subject: Re: Herman v. Ocwen Loan Servicing, Case No. 48-2007-CA-010062 // September 18, 2018 Hearing

[Quoted text hidden]

Patricia K. Herman, Esquire <lopkhp@gmail.com>
To: "Brown, Cindy" <ctjacb1@ocnjcc.org>
Cc: "reckl@gtlaw.com" <reckl@gtlaw.com>
Bcc: lopkhp@gmail.com

Mon, Sep 17, 2018 at 1:35 PM

Thank you.

Patricia K. Herman, Esquire
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida. 32712-2229
Phone: 407-731-5823
E-mail: lopkhp@gmail.com

On Sep 17, 2018, at 1:27 PM, Brown, Cindy <ctjacb1@ocnjcc.org> wrote:

Judge LeBlanc hears short matter/ex parte hearings Monday – Thursday at 8:30 a.m. These hearings are not kept on his motion calendar. Parties are to coordinate a date and time, file your notice and then show up for the hearing.

Cindy Brown

Judicial Assistant to

Judge Bob LeBlanc

Circuit Civil Division 40

Ph: (407) 836-2012

Fax: (407) 835-5254

From: reckl@gtlaw.com <reckl@gtlaw.com>
Sent: Monday, September 17, 2018 12:24 PM
To: Brown, Cindy <ctjacb1@ocnjcc.org>
Cc: lopkhp@gmail.com
Subject: Herman v. Ocwen Loan Servicing, Case No. 48-2007-CA-010062 // September 18, 2018 Hearing

Good afternoon:

I received the attached Notice of Hearing from Counter-Plaintiff, who did not clear the hearing date and time with my office. Because of this, I don't know whether Ms. Herman (who is copied on this e-mail) confirmed this date with you pursuant to Judge LeBlanc's procedures. Could you please advise as to whether this hearing is on the docket for tomorrow morning?

Sincerely,

Linda M. Reck
Of Counsel
Greenberg Traurig, P.A.
450 So. Orange Avenue, Suite 650 | Orlando, FL 32801
T 407.254-2643 | F 407.650.8428 |
reckl@gtlaw.com | www.gtlaw.com | View GT Biography

<image001.jpg>

<~WRD000.jpg>

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Patricia K. Herman, Esquire <lopkhp@gmail.com>
To: reckl@gtlaw.com
Bcc: lopkhp@gmail.com

Mon, Sep 17, 2018 at 1:48 PM

That was the address that was originally provided by your co-counsel, which I had emailed as well. Which address do you want me to use in the future, this one?

Patricia K. Herman, Esquire
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida. 32712-2229
Phone: 407-731-5823
E-mail: lopkhp@gmail.com
[Quoted text hidden]

reckl@gtlaw.com <reckl@gtlaw.com>
To: lopkhp@gmail.com

Mon, Sep 17, 2018 at 2:11 PM

Ms. Herman:

For scheduling requests, please use this e-mail address with a copy to my assistant, shelnutl@gtlaw.com.

For service of documents, please use this e-mail address, shelnutl@gtlaw.com and flservice@gtlaw.com.

Thank you,

Linda M. Reck
Of Counsel
Greenberg Traurig, P.A.
450 So. Orange Avenue, Suite 650 | Orlando, FL 32801
T 407.254-2643 | F 407.650.8428 |
reckl@gtlaw.com | www.gtlaw.com | View GT Biography



From: Patricia K. Herman, Esquire [mailto:lopkhpa@gmail.com]
Sent: Monday, September 17, 2018 1:49 PM
To: Reck, Linda M. (OfCnsl-Orl-LT) <reckl@gtlaw.com>

[Quoted text hidden]

[Quoted text hidden]

Patricia K. Herman, Esquire <lopkhpa@gmail.com>
To: reckl@gtlaw.com
Bcc: lopkhpa@gmail.com

Mon, Sep 17, 2018 at 3:01 PM

Will do. Do you have any dates for the deposition of Ocwen's Corporate Representative?

Patricia K. Herman, Esquire
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida. 32712-2229
Phone: 407-731-5823
E-mail: lopkhpa@gmail.com
[Quoted text hidden]

Procedure 1.340 and 1.350.

14. Ocwen has been fully represented at every stage throughout the instant proceeding.
15. On September 26, 2018, Ms. Herman filed her *Objection to Counter Defendant, Ocwen Loan Servicing, LLC's, Motion for Additional Extension of Time to Respond to Discovery.*
16. Ms. Herman has been obligated to pay attorney's fees and costs in bringing this matter to this Honorable Court's attention.
17. Ms. Herman respectfully requests that this Honorable Court find Ocwen liable for said attorney's fees and costs association with the necessity of bring this matter to this Honorable Court's attention.

WHEREFORE, the Counter Plaintiff, Patricia K. Herman, respectfully requests this Honorable Court:

- A. Grant Ms. Herman's *Motion to Strike Counter Defendant's Unverified Responses to Interrogatories and Responses to Request for Production*;
- B. Grant Ms. Herman's *Motion to Compel Discovery Responses*;
- C. Order Ocwen to provide full responses to Ms. Herman's discovery requests within twenty-four (24) hours;
- D. Deem Ocwen's objections to Ms. Herman's discovery requests to be untimely;
- E. Strike Ocwen's objections to Ms. Herman's discovery requests;
- F. Awarding Ms. Herman her attorney's fees and costs associated with the instant motion; and,
- G. Awarding any and all other relief that this Honorable Court deems just and proper.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing *Motion to*

Strike Counter Defendant's Responses to Request for Production and Unverified Interrogatory Responses Dated October 8, 2018 and Compel Discovery Responses will be furnished on this 9th day of October 2018 via Florida E-Filing Portal to all parties of record in this action.

/s/ Patricia K. Herman
PATRICIA K. HERMAN, ESQUIRE
Florida Bar No.: 0113018
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida 32712-2229
407/731-5823
Email: lopkhpa@gmail.com