

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

BAC Home Loans Servicing, L.P. f/k/a
Countrywide Home Loans Servicing, L.P.

Plaintiff,

-vs.-

William Joseph; et al.

Defendant(s).

Case #: 2010 CA 047645 (25)
DIVISION: 25

**CERTIFICATE OF COMPLIANCE WITH
ADMINISTRATIVE ORDER 2010**

The undersigned attorney certifies:

This action was filed on or after May 1, 2009, and Plaintiff and Plaintiffs counsel have fully complied with the requirements of Administrative Order 2010-03 (and previous Administrative Orders 2009-08 and 2009-09), and a true and accurate copy of the most recently filed Form A and all supporting documentation is attached to this certificate.

Signed on 5/11/12.

SHAPIRO, FISHMAN & GACHÉ, LLP
Attorneys for Plaintiff
2424 North Federal Highway
Suite 360
Boca Raton, Florida 33431
Telephone: (561) 998-6700
Fax: (561) 998-6707

By: Lee Andrew Watson
Lee Andrew Watson, Esq.
FL Bar # 356750

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true copy of the above and foregoing was mailed on this 15th
day of May, 2012, by 1st Class U.S. Mail to the following:

William Joseph, c/o Carol Anne Plowman, Esq., 2041 Vista Parkway, Suite 102, West Palm
Beach, FL 33411

Unknown Tenants in Possession #1 n/k/a Diane Joseph, C/O Carol Anne Plowman, Esq, 2041
Vista Parkway Suite#102, West Palm Beach, FL 33431

Unknown Tenants in Possession #2 n/k/a Marie Fernand, C/O Carol Anne Plowman, Esq, 2041
Vista Parkway, Suite #102, West Palm Beach, FL 33411

SHAPIRO, FISHMAN & GACHÉ, LLP
Attorneys for Plaintiff
2424 North Federal Highway
Suite 360
Boca Raton, Florida 33431
Telephone: (561) 998-6700
Fax: (561) 998-6707

By: Lee Andrew Watson
Lee Andrew Watson, Esq.
FL Bar # 356750

10-185017

IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR MIAMI-DADE COUNTY

BAC Home Loans Servicing, L.P. f/k/a
Countrywide Home Loans Servicing, L.P.

Plaintiff,

-vs.-

William Joseph; Unknown Tenants in
Possession #1; Unknown Tenants in Possession
#2; If living, and all Unknown Parties claiming
by, through, under and against the above named
Defendant(s) who are not known to be dead or
alive, whether said Unknown Parties may claim
an interest as Spouse, Heirs, Devisees,
Grantees, or Other Claimants

Defendant(s).

Case #. 2010 CA-047645
Division #:

"Form A"

(Certifications Pursuant to 11th Judicial Circuit Administrative Order No. 10-03 A1)

Certificate of Plaintiff's Counsel Regarding Origination of Note and Mortgage

THE UNDERSIGNED, as counsel of record for Plaintiff and as an officer of the court certifies the origination of the note and mortgage sued upon in this action X WAS or WAS NOT subject to the provisions of the Federal Truth in Lending Act, Regulation Z.

Certificate of Plaintiff's Counsel Regarding Status of Residential Property

THE UNDERSIGNED, as counsel of record for plaintiff and as an officer of the court, certifies the property that is the subject matter of this lawsuit IS or X IS NOT a homestead residence. A "homestead residence" means a residential property for which a homestead real estate tax exemption was granted according to the certified rolls of the last assessment by the county property appraiser prior to the filing of the suit to foreclose the mortgage.

If the residential property is a homestead residence, complete both of the following:

Certificate of Plaintiff's Counsel Regarding Pre-Suit Mediation

The following certification DOES or X DOES NOT apply to this case: THE UNDERSIGNED, as counsel of record for plaintiff and as an officer of the court, certifies that prior to filing suit a plaintiff's representative with full settlement authority attended and participated in mediation with the borrower, conducted by the Collins Center for

Public Policy, Inc. and the mediation resulted in an impasse or a pre-suit settlement agreement was reach but the settlement agreement has been breached. The undersigned further certifies that prior to mediation the borrower received services from a HUD or NFMCA approved foreclosure counselor, Borrower's Financial Disclosure for Mediation was provided, and Plaintiff's Disclosure for Mediation was provided.

Certification of Plaintiff's Counsel Regarding Plaintiff's Representative at Mediation

THE UNDERSIGNED, as counsel of record for Plaintiff/Lender and as an officer of the court, certifies the following is a list of the persons, one of whom will represent the Plaintiff/Lender in mediation with full authority to modify the existing loan and mortgage and to settle the foreclosure case, and with authority to sign a settlement agreement on behalf of the Plaintiff/Lender(list name, address, phone number, facsimile number, and email address):

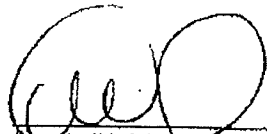
BAC Home Loans Servicing, LP
Lisa Allard, Liaison
Robert Han, Liaison
Susana Nolasco, Liaison
Kenneth Riley, Liaison
Daniel Skidell, Liaison
Janine Wright, Liaison
Dennis Castellanos, Liaison
Pamela Cheatom, Liaison
Kimberly Conroy, Liaison
Ericka Hull, Liaison
Shari McClaran, Liaison
Michael Pitchford, Liaison
Arely Pleitez, Liaison
Nadine Price, Liaison
Sheryl Valvo, Liaison
Rosemary Bare, Liaison
Regina Finney, Liaison
Charles Hailey, Liaison
Eric Mason, Liaison
Chris McBrayer, Liaison
Kristina McKee, Liaison
Claire Oduor, Liaison
Heather Pollack, Liaison
Clint Smith, Liaison
Deborah "Charonda" Thurman, Liaison
Kim Van, Liaison
Stacey Blouin, Liaison
Diane Deloney, Liaison
Margaret "Peggy" Slattery, Liaison

C/O Shapiro & Fishman, LLP
2424 North Federal Highway
Suite 360
Boca Raton, Florida 33431
Phone: (813) 880-8888
Fax: (813) 880-8800
Email: mediations-fl@logs.com

Plaintiff's counsel understands the mediator or the RMFM Program Manager may report to the Court who appears at mediation and if at least one of Plaintiff/Lender's representatives named above does not appear at mediation, sanctions may be imposed by the court for failure to appear.

As required by the Administrative Order, Plaintiff's counsel will transmit electronically to the RMFM Program Manager the case number of this action, the contact information regarding the parties, including an email address, if known, and a copy of this Form A, using the approved web-enabled information platform.

Date: August 14, 2010



Joy L. Kohl
FL Bar # 69406
Shapiro & Fishman, LLP
2424 North Federal Highway
Suite 360
Boca Raton, Florida 33431

SF #10-185017

My Home

miamidade.gov

MIAMI-DADE

**Property Information Report
Summary Details:**

Folio No.:	30-2232-002-0520
Property:	1071 NE 107 ST
Mailing Address:	WILLIAM JOSEPH 1071 NE 107 ST NORTH MIAMI FL 33161-7353

Property Information:

Primary Zone:	0100 SINGLE FAMILY RESIDENCE
CLUC:	0001 RESIDENTIAL - SINGLE FAMILY
Beds/Baths:	3/2
Floors:	1
Living Units:	1
Adj Sq Footage:	2,468
Lot Size:	11,770 SQ FT
Year Built:	1973
Legal Description:	BISCAYNE SHORES HEIGHTS PB 47-102 LOT 6 LESS N22.5FT BLK 4 LOT SIZE 110.000 X 107 OR 19181-2732 06 2000 3 COC 21924-4631 12 2003 1

Assessment Information:

Year:	2011	2010
Land Value:	\$35,442	\$47,256
Building Value:	\$192,847	\$223,864
Market Value:	\$228,289	\$271,120
Assessed Value:	\$228,289	\$271,120

Taxable Value Information:

Year:	2011	2010
Taxing Authority:	Applied Exemption/ Taxable Value:	Applied Exemption/ Taxable Value:
Regional:	\$0/\$228,289	\$0/\$271,120
County:	\$0/\$228,289	\$0/\$271,120
City:	\$0/\$0	\$0/\$0
School Board:	\$0/\$228,289	\$0/\$271,120

Sale Information:

Sale Date:	12/2003
Sale Amount:	\$305,000
Sale O/R:	21924-4631
Sales Qualification Description:	Sales which are qualified
View Additional Sales	

[\[Close window\]](#)

[\[Click here to Print\]](#)

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IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

BAC Home Loans Servicing, L.P. f/k/a
Countrywide Home Loans Servicing, L.P.

Plaintiff,

-vs.-

William Joseph; Unknown Tenants in
Possession #1; Unknown Tenants in Possession
#2; Unknown Tenants in Possession #3; If
living, and all Unknown Parties claiming by,
through, under and against the above named
Defendant(s) who are not known to be dead or
alive, whether said Unknown Parties may claim
an interest as Spouse, Heirs, Devisees,
Grantees, or Other Claimants

Defendant(s).

Case #: 2010 CA 047645 (25)

DIVISION: 25

MOTION FOR SUMMARY JUDGMENT OF FORECLOSURE

The Plaintiff, BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P., pursuant to Fla.R.Civ.P. 1.510, moves this court for the entry of a Summary Judgment of Foreclosure, in support thereof states as follows:

1. There is no genuine issue of material fact in the instant matter. Accordingly, the Plaintiff is entitled to a judgment as a matter of law for the relief sought in the Complaint. *See, Holl v. Talcott*, 191 So.2d 40 (Fla. 1966).

2. The Plaintiff has the right to enforce the Note which is the subject of this action and to foreclose the Mortgage securing that Note. *See Verified Complaint*.

3. The mortgagor(s) has (have) defaulted under the terms of the Note and Mortgage being foreclosed. Attached hereto as Composite Exhibit "1" are affidavits (collectively referred to as "Affidavits" and which pursuant to Fla. R. Jud. Admin 2.425, sensitive information has

been truncated or redacted before filing.) relied upon by Plaintiff, establishing the Plaintiff's right to summary judgment of foreclosure and an award of attorney's fees and costs in connection therewith.

4. Plaintiff has satisfied all conditions precedent and the debt has been accelerated pursuant to the covenants of the Note and Mortgage.

5. A mortgagee has the right to accelerate upon default in conditions of the security agreement, such as payment of interest, installments of principle, taxes and insurance. *See e.g., Clark v. Lachenmeier*, 237 So.2d 583 (Fla.2d DCA 1970); Federal Home Loan Mortgage Corp. v Taylor, 318 so.2d 203 (Fla. 1st DCA 1975).

6. The Mortgage of the Plaintiff is a lien superior in dignity to any prior or subsequent right, title, claim lien or interests arising out of mortgagor or the mortgagor's predecessors in interest. Sarmiento v. Stockton, Whatley, Davin & Company, 399 So. 2d 1057 (3d DCA 1981).

7. The rights of other bona fide lenders or purchasers will not be prejudiced by Plaintiff's reformation attempts, if such relief is needed, as mutual mistake is a proper ground for reformation. Nall v. Raybon, 451 So. 2d 923 (Fla. 1st DCA 1984); W.W. Burleson v. Brogdon, 364 So. 2d 491 (Fla. 1st DCA 1978), (reforming a deed to make it conform to the intention of the parties is proper if the rights of the bona fide and innocent purchasers will not be prejudiced); Hardaway Timber Co. v. R.B. Hansford, 245 So. 2d 911 (Fla. 1st DCA 1971), Alexander v. Kirkham, 365 So. 2d 1038 (Fla. 3d DCA 1978).

8. The Original Note will be filed at or before the time of the hearing on this motion.

9. The Original Note and Affidavits filed by the Plaintiff, and admissions by the Defendants, if any, establish that the Plaintiff is entitled to judgment as a matter of law because no genuine issue of material fact has been raised.

WHEREFORE, the Plaintiff moves this court for the entry of Summary Judgment of Foreclosure.

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY that a true and correct copy of the foregoing Motion for Summary Judgment of Foreclosure was mailed to the following on this 19th day of May, 2012 to wit: *Law*

WILLIAM JOSEPH, C/O CAROL ANNE PLOWMAN, ESQ., 2041 VISTA PARKWAY, SUITE 102, WEST PALM BEACH, FL 33411

UNKNOWN TENANTS IN POSSESSION #1 N/K/A DLANE JOSEPH, C/O CAROL ANNE PLOWMAN, ESQ, 2041 VISTA PARKWAY SUITE#102, WEST PALM BEACH, FL 33431

UNKNOWN TENANTS IN POSSESSION #2 N/K/A MARIE FERNAND, C/O CAROL ANNE PLOWMAN, ESQ, 2041 VISTA PARKWAY, SUITE #102, WEST PALM BEACH, FL 33411

SHAPIRO, FISHMAN & GACHÉ, LLP
Attorneys for Plaintiff
2424 North Federal Highway
Suite 360
Boca Raton, Florida 33431
Telephone: (561) 998-6700
Fax: (561) 998-6707

By: *Lee Andrew Watson*
Lee Andrew Watson, Esq.
FL Bar # 356750

10-185017 FC01

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

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

BAC Home Loans Servicing, L.P. f/k/a
Countrywide Home Loans Servicing, L.P.

Plaintiff,

-vs.-

William Joseph; Et. Al.

Defendant(s).

Case #: 2010 CA 047645 (25)
DIVISION: 25

AFFIDAVIT SUPPORTING PLAINTIFF'S MOTION
FOR SUMMARY FINAL JUDGMENT

STATE OF *Pennsylvania*
COUNTY OF *Allegheny*

BEFORE ME an officer authorized to take oaths this day personally appeared
Kenneth A. Hirschfeld of Bank of America, N.A. ("BANA"), who, being first duly sworn, deposes
and says:

1. I am authorized to sign this affidavit on behalf of plaintiff, as an officer of BANA.
2. BANA maintains records for the subject loan ("the Loan"). As part of my job responsibilities for BANA, I am familiar with the type of records maintained by BANA in connection with the Loan.
3. The information in this affidavit is taken from BANA's business records. I have personal knowledge of BANA's procedures for creating these records. They are: (a) made at or near the time of the occurrence of the matters recorded by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) the records are kept in the course of BANA's regularly conducted business activities; and (c) it is the regular practice of BANA to

Exhibit 1

make such records. I personally confirmed that the loan information in this affidavit is accurate by reading the affidavit and attachments, and checking that the loan information in this affidavit matches BANA's on-line records available to me. After confirming the loan information in this affidavit is correct, I will sign the affidavit before a notary and under oath.

4. Plaintiff holds the promissory note for this Loan and held the note prior to filing the foreclosure complaint on August 31, 2010. A true and correct copy of the note is attached hereto as Exhibit "A."
5. The business record attached, as Exhibit "B", which I have reviewed, is a true and correct business record from BANA. It shows that William Joseph defaulted, the default has not been cured, and the amount stated on the attached business record is owed on the Loan.

Specifically, BANA is owed:

Principal Balance	\$223,550.48
Interest Due from February 1, 2010 to April 2, 2012 at 7.625%	\$36,979.06
Pre-Acceleration Late Charges:	\$169.88
Tax Disbursements	\$6,918.27
MIP/PMI Insurance	\$0.00
Flood Insurance	\$0.00
Bankruptcy Fees/Costs	\$0.00
Property Inspections/Preservation	\$196.00
Other	
Hazard Insurance	\$31,738.52
Title Fees	\$270.00
Fed Tax Adv (Base)	\$125.00
Escrow Balance Credit	(\$0.00)
Unapplied Funds Credit	\$0.00

TOTAL

\$299,947.21

Per diem interest in the amount of \$46.57 will accrue on the principal unless there is an interest rate change as set forth in the Note. The aforementioned per diem interest will then accrue on the principal until the next interest rate change date and accrue thereafter in accordance with the variable rate as set forth in the Note.

6. BANA has retained Shapiro, Fishman & Gaché, LLP to prosecute this foreclosure action and is obligated to pay a reasonable fee and reimburse costs incurred in connection with the firm's services.

FURTHER AFFIANT SAYETH NAUGHT.

Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP

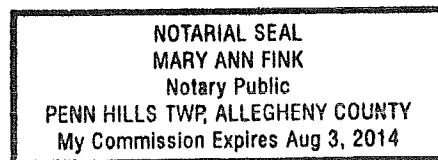


By: Kerilee P. Hirschfeld
Assistant Vice President

SWORN TO and subscribed before me this 13th day of February, 2012, by Kerilee P. Hirschfeld as Assistant Vice President of Bank of America N.A., as successor by merger to BAC Home Loans Servicing, LP. He (she) is personally known to me or () produced Drivers License as identification.



Notary Public



My commission expires: Aug. 3, 2014
10-185017 FC01
Case No.: 2010 CA 047645 (25)

Bank of America, N.A.
Account Information Statement
Account#(last four digits): 5494

Borrower Name : WILLIAM JOSEPH

Good Through Date:04/02/2012 Paid to Date:02/01/2010 Based on Date:02/01/2012

Unpaid Principal Balance				223,550.48
Interest				36,979.06
Change Date	Interest Rate(%)	No of Days		
02/01/2010	7.625	792		
Payment Due Total				86,193.64
From Date	To Date	No of Payments Due	Amount(\$)	
03/01/2010	04/01/2012	26	3,315.14	86,193.64
Late Charges				169.88
Accrued Late Charges				169.88
Accrued Date			Amount(\$)	
03/01/2010			84.94	
04/01/2010			84.94	
Uncollected Late Charges				0.00
Advances Total				42,588.19
Escrow Advances				38,656.79
Taxes				6,918.27
Date Paid	Description	Actual(\$)	Anticipated(\$)	
11/10/2010	COUNTY TAX PMT	2,322.81		
11/04/2011	COUNTY TAX PMT	4,595.46		
MIP/PMI				0.00
Date Paid	Description	Actual(\$)	Anticipated(\$)	
Hazard Insurance				31,738.52
Date Paid	Description	Actual(\$)	Anticipated(\$)	
12/08/2010	HAZARD INS PMT	9,999.00		
12/08/2010	HAZARD INS PMT	8,827.19		
12/09/2011	HAZARD INS PMT	2,913.33		
12/09/2011	HAZARD INS PMT	9,999.00		
Fee Due Advances				3,931.40
Foreclosure Fees				3,610.40
Tran Date	Description	Actual(\$)	Anticipated(\$)	
01/03/2012	ATTORNEY/TRUSTEE FEE	595.00		
11/28/2011	FC SKIP TRACE FEE	5.40		
11/28/2011	FILING FEES	125.00		
09/14/2010	ATTORNEY/TRUSTEE FEE	652.50		
09/14/2010	FILING FEES	936.00		
09/14/2010	RECORDING FEES	9.00		
09/14/2010	PROCESS SERVER	165.00		
05/19/2011	PROCESS SERVER	195.00		
05/19/2011	FILING FEES	10.00		
10/12/2010	TITLE FEES	70.00		
06/18/2010	TITLE FEES	200.00		
11/08/2011	ATTORNEY/TRUSTEE FEE	52.50		
09/08/2011	ATTORNEY/TRUSTEE FEE	595.00		
Bankruptcy Fees				0.00
Tran Date	Description	Actual(\$)	Anticipated(\$)	
Property Inspection Fees				196.00
Tran Date	Description	Actual(\$)	Anticipated(\$)	
01/08/2012	INSPECTION-OCCUPIED	14.00		
12/02/2011	INSPECTION-OCCUPIED	14.00		
12/08/2010	INSPECTION-OCCUPIED	14.00		
12/31/2010	INSPECTION-OCCUPIED	14.00		
02/01/2011	INSPECTION-OCCUPIED	14.00		
03/07/2011	INSPECTION-OCCUPIED	14.00		
04/04/2011	INSPECTION-OCCUPIED	14.00		
05/04/2011	INSPECTION-OCCUPIED	14.00		
06/02/2011	INSPECTION-OCCUPIED	14.00		

Bank of America, N.A.
 Account Information Statement
 Account#(last four digits): 5494

Borrower Name : WILLIAM JOSEPH

Good Through Date:04/02/2012 Paid to Date:02/01/2010 Based on Date:02/01/2012

	11/09/2011	INSPECTION-OCCUPIED	14.00	
	10/19/2011	INSPECTION-OCCUPIED	14.00	
	07/06/2011	INSPECTION-OCCUPIED	14.00	
	08/08/2011	INSPECTION-OCCUPIED	14.00	
	09/05/2011	INSPECTION-OCCUPIED	14.00	
	Others			125.00
	Tran Date	Description	Actual(\$)	Anticipated(\$)
	05/19/2011	FCL TAX ADV(BASE)	125.00	
Credits				0.00
	Date Paid	Description	Actual(\$)	Anticipated(\$)
Total Amount Owed				303,287.61

NOTE

LOAN NO [redacted]
MIN: 10 [redacted]
DECEMBER 5, 2003

MIRAMAR, FLORIDA
[City] [State]

1071 NORTH EAST 107TH STREET, NORTH MIAMI, FLORIDA 33161
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 240,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is METROCITI MORTGAGE LLC, A LIMITED LIABILITY COMPANY

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.625 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on JANUARY 1, 2004 . I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on DECEMBER 1, 2033 , I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 15301 VENTURA BLVD., SUITE D300, SHERMAN OAKS, CALIFORNIA 91403 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,698.71

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

ALL FOR WS



Exhibit A

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

ALB PA WS

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

11. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

William Joseph by Marie Fernand as his attorney in fact (Seal) _____ (Seal)
WILLIAM JOSEPH BY MARIE Borrower
FERNAND AS HIS ATTORNEY IN FACT Borrower

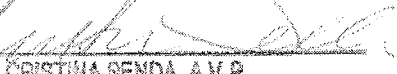
_____(Seal) _____(Seal)
Borrower Borrower

_____(Seal) _____(Seal)
Borrower Borrower


WITHOUT RECOURSE, PAY TO THE ORDER OF

METROCCITI MORTGAGE LLC
A DELAWARE LIMITED LIABILITY COMPANY

Countrywide Document Custody Services,
A Division of Treasury Bank, N.A.


CRISTINA BENDA, A.V.P.

Pay to the Order of
Countrywide Home Loans Inc
Without recourse
Countrywide Document Custody Serv
A Division of Treasury Bank, N.A.


Nechelle Fabian
Collateral Processing Officer
Countrywide Document Custody Serv
A Division of Treasury Bank, N.A.

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS INC

BY 

HARWIDI GHEEWALLA, ASST. SEC.

IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

BAC Home Loans Servicing, L.P. f/k/a
Countrywide Home Loans Servicing, L.P.

Plaintiff,

-vs.-

William Joseph; et al.

Defendant(s).

Case #: 2010 CA 047645 (25)
DIVISION: 25

AFFIDAVIT OF COSTS

STATE OF FLORIDA :
: SS.
COUNTY OF PALM BEACH :

BEFORE ME, the undersigned notary public, this date appeared Affiant, being personally known to me and having taken an oath, deposes and says:

1. That the Affiant is a practicing attorney of the law firm of SHAPIRO, FISHMAN & GACHÉ, LLP, licensed to practice in Florida and is the attorney for the Plaintiff, BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P., in this cause.

2. That the Plaintiff has expended the following sums as costs in this action:

Filing Fee	\$946.00
Recording fee for Lis Pendens	\$9.00
Private Process Server	\$360.00
Registration Cost	\$250.00

TOTAL

\$1565.00

FURTHER AFFIANT SAYETH NAUGHT.

Lee Andrew Watson
Lee Andrew Watson, Esq.
FL Bar # 356750

Sworn to and subscribed before me this 14th day of May,
2012 by Lee Andrew Watson (Affiant Name).

Personally Known X OR Produced Identification _____
(Type of Identification)

Leslie Perez
NAME OF NOTARY: Leslie Perez

(Seal)



LESLIE PEREZ
MY COMMISSION # EE 051114
EXPIRES: December 22, 2014
Bonded Thru Budget Notary Services

10-185017 FC01