THE TRUTH ABOUT THE CRIMINAL FRAUD COMMITTED BY SOCIOPATH “NAPOLEON COMPLEX” MENTALLY ILL, NARCISSIST, WONDER-BOY ADULTERER MARK STOPA

Anyone that wants to know the REAL TRUTH about Mark Stopa’s criminal empire will have to wait until later this year when the ongoing Statewide criminal investigation of Mark Stopa by FDLE is completed and indictments are handed down.

But for those that don’t want to wait and would rather read about a few of the fraud cases Stopa perpetrated against his very own clients, the complete MARK STOPA FRAUD DOSSIER submitted by a real patriot whistleblower (and NOT manufactured by the big bad banks as Stopa would have you believe) is attached. This is not all of the fraud committed by Mark Stopa but it will give you enough of an understanding to instantly know that Mark Stopa is a criminal fraud and what he writes in his fake news tell all book is complete bullshit meant to change the talking point narrative and divert attention away from his own criminal activity.

You also should know that despite Mark Stopa being disbarred, things are NOT OVER for him. Rather they are just heating up. Currently there is an ongoing statewide criminal investigation of Mark Stopa which has recently expanded to include the JEDTI group of lunatic attorneys because it’s apparently been discovered that many of Mark Stopa’s attorney pals have also been engaging in the very same type of fraudulent behavior as Mark Stopa.

Mark Stopa claims in his fake news book that if he had truly done anything wrong, he would have numerous lawsuits against him. He falsely makes a case for his innocence based purely on the fact that no one has sued him yet and that he hasn’t been charged with any crimes...

YET...

What little Napoleon complex wonder-boy Mark Stopa doesn’t understand, is while he was writing his FAKE NEWS book trashing honorable Judges to change the talking point narrative and divert attention away from his own crimes, the “Feds” have quietly entered the investigation and together with the Florida Department of Law Enforcement, are subpoenaing hundreds of witnesses granting total immunity to tell everything about crimes committed by Mark Stopa.

Let me make something very clear. State and Federal investigators do not waste their time issuing HUNDREDS of subpoenas and spending thousands of hours interviewing witnesses if there is no evidence of criminal wrongdoing.

The fact is there is a mountain of evidence of criminal wrongdoing by Mark Stopa. FDLE and the Feds are also now investigating a much wider criminal conspiracy of many prominent foreclosure defense attorneys who promoted the “delay, stay & pay the law firm” model which not only defrauded mortgage lenders but defrauded the Federal Government who insured most of the loans.
A source close to the investigation speaking on condition of anonymity because the investigation is still ongoing stated that in the coming months you will see little Napoleon complex wonder-boy Mark Stopa and several prominent foreclosure defense attorney pals of his from the JEDTI group – **INDICTED on multiple counts of FRAUD** and word is what investigators are discovering about Mark Stopa and his friends is SO BAD that it may very well all become a Federal case.

Regardless, sources close to the investigation state little Napoleon complex wonder-boy Mark Stopa is facing “decades in prison” on multiple criminal charges and even with the best plea deal its expected he will still serve anywhere from 12 to 15 years in prison for his crimes.

What an irony that the narcissistic adulterer who loved cheating on his wife and screwed so many people and so many of his former clients will now feel the full force of KARMA literally hitting him repeatedly right in the ass on a daily basis as he becomes the shower love-subject of many horned out inmates who long for little “twinkie” type man boys like little boy wonder Mark Stopa.

And if all of this is completely new to you and you haven’t heard what has been going on with Mark Stopa, let me provide you a short primer.

Disbarred and disgraced Florida foreclosure lawyer Mark Stopa has self-published a new book.

Not only that, it appears he wants to start an astroturf “movement” around it.

The book entitled **“PeoplevMoney”** is nothing more than an attempt by a delusional and narcissistic Stopa to repair his self-inflicted shattered image. Yes, Mark, I read your book.

Apparently, his astroturf movement is nothing more than an extension of Stopa’s attempt to resuscitate the narcissistic image he has of himself as a midget white Jesus.

The disgraced foreclosure attorney wants to blame a corrupt judicial and political system for his downfall. Contrary to Stopa’s claims, his fall from grace had nothing to do with a corrupt legal system as he alleges.

Stopa also refuses to acknowledge that the “corrupt” legal system often commended him for his appellate work.

Yet, he doesn’t tell people that. Why? Because it doesn’t fall into the narrative he wants to spin.

Stopa also doesn’t tell people that for almost a decade he pocketed hundreds of thousands of dollars from desperate people clinging to delusional fantasies of scoring a free house so he could play in the “corrupt” arena.

Stopa’s downfall was actually the result of his erratic behavior that Pinellas County judge Linda Allan stated **may be the sign of mental illness**.
Judge Allan listed Stopa’s refusal to acknowledge wrongdoing. She cited his personal or emotional problems. Those include narcissism, defensiveness, lack of self-insight, paranoia and lack of impulse control.

The disbarred foreclosure lawyer was also accused of equity skimming on homes owned by his foreclosure clients. However, what started the chain of events the led to Stopa’s downfall were the complaints by six of his clients to the Florida Bar. This led to attorneys and judges complaining about his sociopathic pathic behavior in the courthouse.

Stopa was officially disbarred last month after nearly three years of investigations by the Florida Bar. It also doesn’t help that it was all over Florida media when the Florida Department of Law Enforcement raided his office in August of 2018.

Attached please find the MARK STOPA FRAUD DOSSIER detailing just a few of the cases where he defrauded his own law clients out of millions of dollars.
"Oh what a tangled web we weave, when first we practice to deceive."

- Walter Scott

DRAFT DOSSIER ON "ATTORNEY" MARK STOPA

BACKGROUND:

Please be aware of this information regarding Mark Stopa - an "attorney" who for the past few years has been engaged in egregiously unethical and fraudulent behavior with his own law clients. All of the supporting information cited in attached Cases 1 through 16 is recorded in public records.

With full knowledge of Fla Stat 501.1377, which prohibits rent and equity skimming with distressed homeowners, Stopa has developed a scheme to deceptively acquire the title to his law clients' homes without their knowledge when they no longer wish to pay to defend their ongoing foreclosure.

Unknown to his clients, once he owns title under his shell company subject to their mortgage in foreclosure, he rents the property and continues to defend foreclosure in former client name in order to drag out the case for years to skim the maximum rents and equity for his own benefit.

If he is successful with getting a case dismissed, he will seek tens of thousands of dollars in attorney fees on behalf of his former client who is no longer involved. He would not be entitled to fees had he been defending in the name of his 3rd party LLC that he used to take title.

Ultimately he seeks a short pay settlement with Plaintiff to create an equity windfall, which he would skim and retain. If that is not successful, he will negotiate stipulated JDG in return for cash for keys, which he also retains. If everything fails and the lender will not settle, he just lets the property go to foreclosure at the expense of his former client who will be responsible for deficiency Judgment.

In short - he is skimming the rents and equity from his former clients' homes for his own benefit without their
knowledge, leaving his former clients liable for 1099 debt forgiveness or deficiency judgment when the home goes to foreclosure.

Mark Stopa is a greedy, sociopathic, financial predator using his law license to unlawfully defraud mortgage lenders with frivolous Quiet Title actions and take advantage of distressed homeowners in foreclosure - including many of his own clients - getting title to their property through various means so he can skim rents and equity for his own financial benefit.

He is prone to violent outbursts and has threatened former clients and associates with vulgar language and bodily injury to the point that many believe him to be a very dangerous man. He is unfit to be an attorney.

Any attempt to question him or threaten to complain is met with vulgar threats of endless litigation for defamation. He also threatens to breach attorney client privilege and use sensitive client information to submit frivolous cases of fraud to State attorney and other government agencies in an attempt to get government agencies falsely investigating innocent clients to destroy them financially.

Mark Stopa uses his law license as a bully club to unjustly enrich himself and threaten to destroy all those who challenge him or get in his way.

In an attempt to conceal his unethical activity and mislead his clients, Stopa has setup numerous shell companies in other states like New Mexico, Wyoming and Nevada which do not require principals to be of record. Here are just a few:

**Florida Shell Companies:**

**Abpaymar LLC:** Created by original manager member Mark Stopa but now managed by his wife Adrienne Federico who did not take his last name.

See www.sunbiz.org for Abpaymar 2011 corporate filing confirming Stopa original Managing Member. Also see Pinellas county marriage license in OR book 12153, page 1516 to confirm marriage to Adrienne Federico.
Stone Creek Investment Properties LLC dba Stone Creek Investment Trust:

This entity is managed by Stopa employee David Weintraub. Note David Weintraub is also the registrant and admin of record for Stopa Law Office website: www.stayinmyhome.com

Weintraub is front man for Stone Creek and lives in a home that stopa acquired from one of his clients at 1122 Knollwood Dr., Safety Harbor, FL 34695.

New Mexico Shell Companies:

Quest Systems LLC
Centurion Systems LLC
Inland Assets LLC
Jacaranda LLC
Casco Antiguo LLC
Monteith Properties LLC

New Mexico LLCs are good for 50 years and do not require annual reports so once created – the LLCs remain under the name of the party who originally formed the LLC. To keep the owner of the LLC secret, the LLCs were setup by a nominee service who then resigned and sold the LLC to Mark Stopa. The nominee’s name remains of record with State of New Mexico while the true owner remains a secret off record. The actual owner of these entities is Mark Stopa. The ownership of these LLCs can easily be verified by contacting the nominee service www.senoritarosie.com who issued a bill of sale designating the sole member owner as Mark Stopa.

Using these shell companies to conceal his ownership, Stopa takes title to his clients’ homes under the guise that he is arranging a “cash for deed & keys” transfer with a 3rd party buyer – only HE is the buyer. He intentionally misleads his clients into believing they are deeding their property to a 3rd party buyer when in fact they are deeding their property to a shell company owned and controlled by Mark Stopa directly. He may represent his Shell Companies as his “clients” and cite his wife Adrienne Federico, employee David Weintraub or another employee or associate as the “owner” when in reality everything is owned and controlled by Mark Stopa.
Below are documented examples of cases in the public record where Stopa misled his clients into signing the deed over to one of his shell companies. You will see this scheme is not an isolated activity but rather a very sophisticated and corrupt plan to intentionally mislead his law clients so he can acquire their property and skim rents and equity for his own benefit. He has a portfolio of hundreds of properties in counties all over the State of Florida.

If you follow the money, you will see everything points back to Mark Stopa. The address on deeds, leases and address where tenants pay rent is Mark Stopa’s office because he is actually the owner of everything. His shell companies are just a front. There is no “client” that he is representing.

All of this can be verified by simply talking to any former client. Jayne Carusso will confirm she never hired Mark Stopa to do anything. Most of the rest will tell you they didn’t receive any money for the Deed, didn’t know Mark Stopa shell company was buyer, didn’t know the property was being rented and didn’t know Stopa was still defending in their name.

Case Contacts

Contact Case 1 - CARUSSO Pinellas Case 09-17063

Jayne Carusso
304 Ridgeline Cir
Gibsonia, PA 15044
724-625-7268
727-403-0302
207-210-0499
727-546-1300

Contact Case 2 - STARKEY Hillsborough Case 15CA-3236

John Starkey & Heather Starkey
18923 Livingston Ave
Lutz, FL 33559
813-625-6525
813-639-1137
813-615-1496
john.starkey@aol.com
Contact Case 3 - FRITCH Hillsborough Case 12CA-14350

Michael Fritch
615 Kerri Cove Ct, 204
Midlothian, VA 23113
813-731-8594 / 813-486-6165

Contact Case 4 - WILLIAMS Hillsborough Case 14CA-7228

Patrick M Williams
813-210-3190
813-478-0412

Contact Case 5 - LISK Orange Case 16CA-4219

Roy & Linda Lisk
945 Wildwood Ln
Jamestown, TN 38556
931-879-5497
931-897-6792
407-880-0294
llisk20933@aol.com

Contact Case 6 - COYLE Volusia Case 12CA-11476

States Coyle - 76 yrs old
412 S Country Club Dr
Atlantis, FL 33462
561-704-1980
561-502-5352
407-702-3350

Contact Case 7 - CRAIG Pinellas Case 13-4863

Mylene Craig
727-408-1890
727-687-8162
Contact Case 8 - MELLOW Pinellas Case 12-8025

Beverley Mellow – 70 yrs old
3058 Enisglen Dr.
Palm Harbor, FL 34683
727-455-4780
727-733-0808
727-772-1423

Contact Case 9 - Atty Weidner Shell - Frivolous Quiet Title

Attorney Matthew Weidner
1117 Darlington Oak Dr NE
St Petersburg, FL 33703
727-542-5571

Contact Case 10 - ORTIZ Pasco Case 16CA-967

Harry Ortiz Jr.
11913 Congressional Dr.
Tampa, FL 33626
813-445-2313

Contact Case 11 - WALTON Pasco Case 11CA-5850

Barbara Walton
4151 Winding River Way
Land O Lakes, FL 34639
813-766-4957
813-235-9735

Contact Case 12 - POWNALL Pasco Case 14CA-2874

Ronald Pownall
8349 Monarch Cir
Seminole, FL 33772
727-244-1151

Contact Case 13 - MERCADO Pasco Case 14CA-1869

Derek John Mercado
727-992-7777
727-849-6411
Contact Case 14 - ERVIN Hillsborough Case 13CA-6306

Randy & Andrea Ervin
813-362-6201
813-684-6712

Contact Case 15 - ARCA Pasco Case 16CA-666

Karen S Arca
2149 Arrowgrass Dr, 103
Wesley Chapel, FL 33544
813-388-2713
305-962-2670

Contact Case 16 - FOSTER Pinellas Case 16-3325

John D Foster
727-799-9984
813-825-2144
727-213-1277
727-724-1371
Confirmation from State of Florida Stopa the original member manager of Abpaymar. In 2012 he changed manager to his wife Adrienne Federico in an attempt to distance himself from unethical activity of Abpaymar.
**APPLICATION TO MARRY**

<table>
<thead>
<tr>
<th>1. GROOM'S NAME (First, Middle, Last)</th>
<th>MARK PHILIP STUPA</th>
</tr>
</thead>
<tbody>
<tr>
<td>3a. RESIDENCE - CITY, TOWN OR LOCATION</td>
<td>ST PETERSBURG</td>
</tr>
<tr>
<td>3b. COUNTY</td>
<td>PINELLAS</td>
</tr>
<tr>
<td>5a. BRIDE'S NAME (First, Middle, Last)</td>
<td>ADRIENNE LEIGH FEDERICO</td>
</tr>
<tr>
<td>5b. MAIDEN SURNAME (If different)</td>
<td></td>
</tr>
<tr>
<td>7a. RESIDENCE - CITY, TOWN OR LOCATION</td>
<td>ST PETERSBURG</td>
</tr>
<tr>
<td>7b. COUNTY</td>
<td>PINELLAS</td>
</tr>
<tr>
<td>2. DATE OF BIRTH (Month, Day, Year)</td>
<td>11/13/1976</td>
</tr>
<tr>
<td>4. BIRTHPLACE (State or Foreign Country)</td>
<td>NEW YORK</td>
</tr>
<tr>
<td>8. BIRTHPLACE (State or Foreign Country)</td>
<td>GEORGIA</td>
</tr>
</tbody>
</table>

**LICENSE TO MARRY**

- **SIGNATURE OF GROOM**: Mark Philip Stupa
- **SIGNATURE OF OFFICIAL**: K. Wilson
- **DATE LICENSE ISSUED**: 07/19/2002
- **DATE LICENSE EFFECTIVE**: 07/22/2002
- **EXPIRATION DATE**: 09/20/2002
- **CIRCUIT COURT CLERK**: Evan L. DeBlasio
- **DATE OF MARRIAGE**: August 6, 2002
- **CITY, TOWN OR LOCATION OF MARRIAGE**: St. Petersburg, Florida

**CERTIFICATE OF MARRIAGE**

- **SIGNATURE OF PERSON PERFORMING CEREMONY**: Vonda B. Frashe
- **WITNESS**: Allen M. Heim and Thomas M. Heim
David Weintraub is Stopa employee assisting Stopa in the acquisition of Deeds from Stopa former legal clients under shell company StoneCreek Investments without client’s knowledge.
Detail by Entity Name
Florida Limited Liability Company
STONE CREEK INVESTMENT PROPERTIES, LLC.

Filing Information

Document Number: L17000167385
FEI/EIN Number: NONE
Date Filed: 08/07/2017
Effective Date: 08/07/2017
State: FL
Status: ACTIVE

Principal Address
1122 KNOLOVWOOD DR
SAFETY HARBOR, FL 34695

Mailing Address
1122 KNOLOVWOOD DR
SAFETY HARBOR, FL 34695

Registered Agent Name & Address
CASE, KENNETH
11373 COUNTRYWAY BLVD.
TAMPA, FL 33626

Authorized Person(s) Detail
Name & Address
Title: MGR

WEINTRAUB, DAVID
1122 KNOLOVWOOD DR
SAFETY HARBOR, FL 34695

Annual Reports
No Annual Reports Filed

Document Images
08/07/2017 - Florida Limited Liability
Mark Stopa Legal Client Pinellas Case 16-3325
Deeded property to Stopa Shell Company headed by employee David Weintraub who moved into the property.

DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 10th day of June, 2016, by John D. Foster, GRANTOR, to Stone Creek Investment Trust, with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 7732 N. Mobley Rd., Odessa, FL 33556.

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, conveys and assigns unto the Grantee all the certain land situated in Pinellas County, Florida viz:

LOT 15, PHILIPPE WOODS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 76 AND 77, OF THE PUBLIC RECORDS OF PINELLS COUNTY, FLORIDA

More commonly known as 1122 Knollwood Dr., Safety Harbor, FL 34695-4406

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  

GRANTOR:

[Signature]

Witness 1, Sign & Print:

[Signature]  
Lori Perrotti

Witness 2 Sign & Print:

[Signature]  
Alvin K. Wilson

STATE OF Florida  
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared John D. Foster, who produced FLDL as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, 2016.

LORI PERROTTI  
Commission # EF 13455  
My Commission Expires May 01, 2017

Notary Public  
Printed Name: Lori Perrotti

My Commission Expires: May 01, 2017
Stopa Case 1: Mark Stopa Personal Residence. Stopa used his New Mexico Shell company Inland Assets LLC to buy Deed on Jayne Carusso's home through Pinellas HOA auction Case 12-9100, then after receiving Ctf of Title on May 28, 2013, falsely filed notice of appearance June 20, 2013 on behalf of Carusso in ongoing Mortgage foreclosure Case #: 09-17063-CI solely to get the mortgage case dismissed.

Property address: 7351 Sawgrass Point Dr. N
Pinellas Park, FL 33782

This is currently Stopa personal residence where he lives with his wife Adrienne Federico and 3 children.

Property Owner/Stopa "Client": Jayne Carusso


Pinellas County HOA Foreclosure Case 12-9100-CI, Bayou Club v Jayne Carusso Stopa shell company Inland Assets LLC was winning bidder in foreclosure auction 4/24/2013.

Notice of Appearance: Stopa falsely filed notice of appearance 6/20/2013 in 09-17063-CI on behalf of Jayne Carusso whom he had no relationship with in order to facilitate the dismissal of the case and benefit him and his current ownership under Inland Assets LLC.

He then falsely filed Answer and Affirmative Defenses 6/24/2013 and Motion for Order of Dismissal on August 26, 2013 all AFTER his Inland Assets LLC received Ctf of Title to the property on May 28, 2013 and Jayne Carusso no longer owned the home.

It is worth noting, Jayne Carusso had several lawsuits against her from a period of 2008 through 2012 and she failed to answer any lawsuit except the pro se answer in 09-17063 on 10/20/2009. She failed to answer because she abandoned the home and moved out of state.

CARUSSO Deed Transfer to Stopa Shell LLC via Ctf of Title: On April 24, 2013, there was an HOA Foreclosure Auction where Stopa shell company INLAND ASSETS LLC was the winning bidder. On May 28, 2013, Pinellas County Clerk issued
Certificate of Title to Stopa shell company Inland Assets LLC recorded June 6, 2013 in Pinellas Official Records Book 18032, Page 1659.

**Stopa Equity Skimming Frivolous Quiet Title 15-723-CI:** All of this was an intentional, orchestrated, well planned scheme to get existing Carusso Case 09-17063 dismissed in order to set the stage to file frivolous Quiet Title case 15-723-CI, Inland Assets v Jayne Carusso , Bank of America.

Stopa appears as attorney of record for Jayne Carusso in 09-17063-CI and at same time in 15-723-CI he files a lawsuit against his same “client” Jayne Carusso and Bank of America.

The complaint is intentionally styled as Inland Assets LLC v Jayne Carusso et al with Bank of America intentionally named as a secondary party. This is intentional deceptive attempt by Stopa to trick lender into not answering the service because it appears to Lender on its face as a lawsuit against the debtor which would not adversely affect Lender lien.

This is same Stopa strategy that has allowed him to fraudulently reap millions of dollars in equity windfalls from default FJ in Quiet Title actions using a “trick” in styling a case complaint in such a way to fool the lender into not responding.

**Example:** Orange County frivolous Quiet Title Case 12CA-19132, Abpaymar LLC v Jose Carlos Da Druz Alves.

Perhaps most egregious example of this intentional deception and trickery by Stopa is frivolous Orange County Quiet Title Case #:12CA-19132 ABPAYMAR LLC v Jose Carlos Da Cruz Alves and Countrywide Home Loans Inc.,

After gaining title through and HOA foreclosure auction under his shell Abpaymar LLC, Stopa filed an intentionally deceptive styled complaint meant to trick lender Countrywide Home Loans into not answering the lawsuit.

On its face the complaint appears as a lawsuit against the debtor with lender named as a secondary party. This is intentional in order to trick lender into not answering.
STOPA New Mexico Shell Company INLAND ASSETS LLC winning bidder of HOA Foreclosure Auction against Jayne Carusso. Ctfr of Title issued May 18, 2013.

### OTHER EVENTS AND HEARINGS

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
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<tbody>
<tr>
<td>06/03/2013</td>
<td>COPY CERTIFICATE OF TITLE RETURNED BY POST OFFICE</td>
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<tr>
<td>05/28/2013</td>
<td>CERTIFICATE OF TITLE</td>
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<tr>
<td>05/28/2013</td>
<td>CERTIFICATE OF DISMISSED</td>
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<tr>
<td>04/24/2013</td>
<td>JUDICIAL ONLINE SALE (10:00 AM) (Judicial Officer ONLINE SALE, JUDICIAL)</td>
</tr>
<tr>
<td>04/24/2013</td>
<td>CERTIFICATE OF SALE</td>
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<tr>
<td>04/19/2013</td>
<td>PUBLISHER'S AFFIRMANT NOTICE OF SALE</td>
</tr>
<tr>
<td>03/21/2013</td>
<td>ATTORNEY COVER LETTER</td>
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<tr>
<td>03/20/2013</td>
<td>DEFAULT JUDGMENT (SRS DISPO)</td>
</tr>
<tr>
<td>03/22/2013</td>
<td>FINAL JUDGMENT OF FORECLOSURE</td>
</tr>
<tr>
<td>02/25/2013</td>
<td>NOTICE OF FILING</td>
</tr>
</tbody>
</table>
CERTIFICATE OF TITLE

The undersigned Clerk of the Circuit Court certifies that he executed and filed a Certificate of Sale in this action on April 24, 2013, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Pinellas County, Florida:

- SEE ATTACHMENT -

was sold to: INLAND ASSETS LLC, A NEW MEXICO LLC, AS TRUSTEE whose address is 447 Third Ave, N, Suite 405, St. Petersburg, FL 33701.

WITNESS my hand and the seal of this court on May 28, 2013.

CTF OF TITLE from CARUSSO HOA Foreclosure 12CA-9100 where Stopa New Mexico Shell Company INLAND ASSETS LLC takes title recorded June 6, 2013.
Stopa files Notice of Appearance and Interrogatories June 20, 2013 on behalf of Jayne Carusso when his shell company Inland Assets LLC had received Ctf of Title of Ownership May 28, 2013. Acting for his own benefit, Stopa later filed Answer and Affirmative Defenses on behalf of Jayne Carusso June 24, 2013 and finally Motion for Dismissal August 26, 2013. Jayne Carusso had no knowledge Stopa was representing her.
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

BAC HOME LOANS SERVICING, I.P

Plaintiff.

v.

JAYNE CARUSSO, et. al.,

Defendants.

Case No. 09-17063-CI

NOTICE OF APPEARANCE

Mark P. Stopa, Esquire and the Stopa Law Firm hereby makes an appearance on behalf of Defendant JAYNE CARUSSO, and request that copies of all pleadings, notices, and correspondence be served upon them at the address listed below.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email to mail@raslaw.com, Jonathan Meisels, Esq., Robertson, Anschutz & Schneid, on this 20th day of June, 2013.

Mark P. Stopa, Esquire
FBN: 550507
STOPA LAW FIRM
2202 N. Westshore Blvd.
Suite 200
Tampa, FL 33607
Telephone: (727) 851-9551
foreclosurespleadings@stopalawfirm.com
ATTORNEY FOR DEFENDANT
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

BAC HOME LOANS SERVICING, LP
Plaintiff.

v.

JAYNE CARUSSO, et. al.,
Defendants.

Case No. 09-17063-CI

__________________________ /

ANSWER AND AFFIRMATIVE DEFENSES

Defendant, JAYNE CARUSSO, by and through undersigned counsel, hereby respectfully files this Answer to Plaintiff’s Complaint, and states:

1. Admitted for jurisdictional purposes. Otherwise denied.

2. Denied. Specifically, and without limitation, Defendant denies the allegations set forth and deny the validity and authenticity of the Note and Mortgage, referenced therein as being attached to the Complaint as Exhibits A and B, and all signatures thereon.

3. Denied.

4. Denied.

5. Denied.

6. Denied.

7. Denied.

8. Denied. Specifically, and without limitation. Plaintiff failed to give notice of the alleged default and an opportunity to cure, as required by paragraph 22 of the subject mortgage. Further, Plaintiff failed to comply with the requirements of the National Housing Act, 12 U.S.C. § 1701x(c)(5), under which Plaintiff is required to complete pre-foreclosure counseling with the
Defendants and Plaintiff failed to comply with the requirements of the § 559.715 Fla. Stat. Finally, Plaintiff failed to comply with HAMP requirements.

10. Denied.
11. Denied.
12. Denied.

**GENERAL DENIAL**

13. To the extent not expressly admitted herein, Defendant generally denies the allegations contained within the Plaintiff's Complaint and demand strict proof thereof as required by Florida's Constitution, Statutes, Laws and Rules of Procedure. Defendant reserves the right to amend this answer to assert any additional counterclaims or causes of action they may have against Plaintiff and to assert any affirmative defenses available, within the time allowed and/or by the discretion of the Court.

14. Defendant demands a trial by jury.

**FIRST AFFIRMATIVE DEFENSE**

15. Plaintiff's claims are barred in whole or in part because Plaintiff lacks standing to bring this suit as well as standing at inception.

**SECOND AFFIRMATIVE DEFENSE**

16. Plaintiff's claims are barred in whole or in part for failure to mitigate damages. Specifically, and without limitation, Plaintiff and its predecessor failed to consider Defendant in good faith for a loan modification or other "work out," even though Plaintiff represented to Defendants that the desired loan modification was possible if they missed payments. Further, Plaintiff should not get to recoup default interest, late charges, or any other expenses associated
with its failure to diligently prosecute this case.

THIRD AFFIRMATIVE DEFENSE

17. Plaintiff’s claims are barred by the doctrine of estoppel. In particular, but without limitation, Plaintiff represented to Defendant that her monthly payments were being taken directly out of her account, but Plaintiff failed to properly credit those automatic debits towards her mortgage obligations. Plaintiff’s claims are barred by the doctrine of unclean hands for these same reasons.

FOURTH AFFIRMATIVE DEFENSE

18. Plaintiff’s claims are barred in whole or in part by the doctrine of waiver. Specifically, and without limitation, Plaintiff accepted late payments from Defendant regularly and should not be permitted to charge for late fees or accelerate the allegedly unpaid balance based on those late fees. Additionally, Plaintiff should not get to recoup default interest, late charges or any other cost/expenses associated with its failure to diligently prosecute this case.

FIFTH AFFIRMATIVE DEFENSE

19. Plaintiff’s claims must be set-off, wholly or partly, by the damages to which Defendants is entitled as a result of Plaintiff’s violations of 12 U.S.C. 2605 (c), which sets forth notice requirements upon a change in servicerer.

WHEREFORE Defendant respectfully requests Plaintiff take nothing by this action and go hence without day. Defendant further requests an award of attorneys’ fees and costs in defending this action. Defendant demands a trial by jury.
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email to mail@ruslaw.com, Jonathan Meisels, Esq., Robertson, Anschutz & Schneid, on this 24th day of June, 2013.

Mark P. Stopa, Esquire
FBN: 550507
STOPA LAW FIRM
2202 N. Westshore Blvd.
Suite 200
Tampa, FL 33607
Telephone: (727) 851-9551
foreclosurespleadings@stopalawfirm.com
ATTORNEY FOR DEFENDANT
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

BAC HOME LOANS SERVICING, LP

Plaintiff,

v.

JAYNE CARUSSO, et. al.,

Defendants,

Case No. 09-17063-CI

AMENDED MOTION FOR FINAL ORDER OF DISMISSAL

Defendant, JAYNE CARUSSO, by and through her undersigned counsel, moves this Court for entry of an Order dismissing this case, or imposing other appropriate sanctions, and would show:

1. For two reasons, this Court should enter an Order dismissing this case without prejudice.

2. First, Plaintiff is a corporation yet has not had an attorney as its counsel of record since this Court’s April 30, 2013 Order permitting prior counsel to withdraw. As it is clear a corporation cannot represent itself, Plaintiff’s failure to obtain counsel for such an extended period of time (particularly given the age of the case), requires dismissal.

3. Second, Plaintiff has failed to comply with court-ordered discovery.

4. On June 20, 2013, Defendants served their First Set of Interrogatories. After Plaintiff failed to serve any answers thereto, Defendant filed a Motion to Compel.

5. On July 30, 2013, this Court entered an Order directing Plaintiff to serve “sufficient answers” to the interrogatories within 10 days thereafter.

6. Plaintiff’s deadline has come and gone and Plaintiff has failed to comply.
7. It is patently unfair that Plaintiff can initiate this lawsuit yet refuse to comply with court-ordered discovery. This is precisely why the sanctions authorized by Rule 1.380 are in place. To wit, this Court should enter an Order: (i) dismissing with prejudice; (ii) dismissing without prejudice; (iii) striking Plaintiff’s pleadings; (iv) precluding Plaintiff from introducing evidence regarding the matters set forth in the interrogatories; (v) finding Plaintiff in contempt and imposing a compensatory fine; (vi) finding Plaintiff in contempt and imposing a coercive fine; (vii) awarding attorneys’ fees.

WHEREFORE Defendant respectfully requests relief in accordance with the foregoing.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via email to Bank of America, Attorney Network Business, 2900 N. Madera Rd, Simi Valley, CA 93065, Mail Code CA6-920-02-21 on this 26th day of August, 2013.

Mark P. Stopa, Esquire
FBN: 550507
STOPA LAW FIRM
2202 N. Westshore Blvd.
Suite 200
Tampa, FL 33607
Telephone: (727) 851-9551
foreclosurepleadings@stopalawfirm.com
ATTORNEY FOR DEFENDANT

Stopa never had any relationship with Jayne Carusso. Carusso abandoned the property and moved to Pennsylvania. Stopa purchased the title to the property in the name of his New Mexico shell company Inland Asset through HOA foreclosure auction 12-9100-CI. After receiving Ctl of Title on May 28, 2013, recorded June 6, 2013 in Pinellas OR Book 18032, Page 1659, Stopa filed notice of appearance and Interrogatories on behalf of Jayne Carusso June 20, 2013. Later filing this motion to dismiss on August 26, 2013.

This was all orchestrated plan to setup Stopa frivolous Quiet Title action Stopa later filed in Pinellas Case 15-723-CI against his “client” Jayne Carusso and BOA. Inland Assets LLC v Jayne Carusso, Bank of America. Stopa won default Final JDG on March 30, 2015 and later used this JDG to force discounted settlement with Bank of America as evidenced by Joint Motion to Vacate FJ filed September 19, 2017. Under that confidential settlement, Stopa paid a discounted amount to Bank of America for release of lien which was recorded January 9, 2018 Pinellas OR Book 19903, Page 1196. He currently lives in home with his family.
REGISTER OF ACTIONS
CASE NO. 15-000723-CI

INLAND ASSETS LLC VS. BANK OF AMERICA NA

CLOSED - CARUSO, JAYNE
DEFENDANT - 7351 SAWGRASS POINT DR
DISMISSED/ DROPPED - PINELLS PARK, FL 33782
DEFENDANT - BANK OF AMERICA NA

C/O CT CORPORATION SYSTEM, 1200 S. PINE ISLAND RD
PLANTATION, FL 33324

PLAINTIFF - INLAND ASSETS LLC AS TRUSTEE
447 3RD AVE NORTH
STE 405
ST PETERSBURG, FL 33701

Case Type: OTHER CIVIL - CIRCUIT
Date Filed: 02/03/2015
Location: Section 11
Judicial Officer: CAMPBELL, PAMELA A.M.
UNIFORM CASE NUMBER: 622015CA000723XXCI

PARTY INFORMATION

Attorneys
PAUL MESSINA
BLANK ROME LLP
201 E KENNEDY BLVD STE 520
TAMPA, FL 33602
813-265-2325(W)

MICHELLE M GERVAIS, ESQ
BLANK ROME LLP
201 E KENNEDY BLVD STE 520
TAMPA, FL 33602
813-255-2325(W)

MARK P STOPA
STOPA LAW FIRM
2202 N WESTSHORE BLVD STE 200
TAMPA, FL 33607
727-551-9551(W)

Stopa used default FJ against BOA to force discounted settlement with lender. Order granting joint motion to vacate FJ was entered 9/25/2017 and Stopa subsequently paid off confidential settlement with BOA. Release of mortgage recorded by BOA 1/9/2018.

EVENTS & ORDERS OF THE COURT

09/25/2017
ORDER GRANTING
Doc # 2
JOINT MTH TO VACATE FINAL JUDGMENT/RELEASE LIS PENDENS/DISMISS CASE WITH PREJUDICE

09/25/2017
CORRESPONDENCE TO COURT RE:
Doc # 3
PROPOSED ORDER

09/19/2017
CASE REOPENED

09/19/2017
JOINT MOTION
Doc # 1
TO VACATE FINAL JUDGMENT/RELEASE LIS PENDENS AND DISMISS COMPLAINT W/PREJUDICE

06/28/2016
CORRESPONDENCE TO COURT RE:

06/28/2016
PROPOSED ORDER REC'D BY COURT 06/27/16

06/28/2016
ORDER GRANTING
MOTN TO EXTEND LIS PENDENS
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

Inland Assets, LLC, a New Mexico LLC, as Trustee.

Plaintiff.

v.

Jayne Carusso and Bank of America, N.A..

Defendants.

COMPLAINT

Plaintiff, Inland Assets, LLC, a New Mexico LLC, as Trustee, by and through its undersigned counsel, sues Defendants, Jayne Carusso and Bank of America, N.A. ("BOA"), and would show:

1. This lawsuit is an in rem proceeding to quiet title to the following property ("the Property"), located in Pinellas County, Florida, in Plaintiff’s name after Plaintiff’s purchase of the Property at a foreclosure sale:

   Lot 6, BAYOU CLUB ESTATES, TRACT 4, according to the plat thereof as recorded in Plat Book 110, pages 84 through 87, of the Public Records of Pinellas County, Florida.

2. This Court has jurisdiction to quiet title pursuant to Chapter 65, Florida Statutes.

3. Plaintiff is the lawful owner of the Property, free and clear of liens and encumbrances, having acquired it by being the high bidder at a foreclosure sale conducted by this Court in Case No. 2009-CA-9100 ("the lawsuit"). A Certificate of Title conveying the Property to Plaintiff has been recorded in the Official Records of Pinellas County, Florida at OR Book 18032, Page 1659.

4. Defendant, Jayne Carusso, may claim an interest in the property by virtue of a deed

Case intentionally styled by Stopa to make it appear against Jayne Carusso as primary defendant and lender secondary. This is Stopa technique to trick lender into not answering so he can win by default.
recorded in the Official Records of Pinellas County on May 17, 2005 at OR Book 14318, Page 1787. However, said Defendant’s interest in the Property is inferior to that of Plaintiff, having been foreclosed in the lawsuit.

5. Defendant, BOA, may claim an interest in the property by virtue of an Assignment of Mortgage recorded in the Official Records of Pinellas County on February 16, 2012 at OR Book 17490, Page 2257. However, said Defendant’s interest in the Property is inferior to that of Plaintiff, as the statute of limitations in Fla. Stat. 95.11 to foreclose the mortgage has extinguished, more than five years having passed since acceleration of the amounts alleged to be due took place in June of 2008. Additionally, any alleged lien is no longer enforceable, as the statute of repose has lapsed, and any argument otherwise would constitute an unreasonable restraint on alienation. Moreover, any such enforcement is barred by laches, as Plaintiff made substantial improvements to the Property with Defendant’s knowledge yet Defendant refused to enforce any alleged interests.

6. All conditions precedent to the filing of this action have been met, waived, or otherwise satisfied.

7. This Court should quiet title to the Property in Plaintiff’s name, free and clear of liens and encumbrances, as between it and Defendants.

WHEREFORE Plaintiff respectfully requests relief in accordance with the foregoing.

February 2, 2015

Mark P. Stopa, Esquire  
FBN: 550507  
STOPA LAW FIRM  
447 Third Ave. N., Suite 405  
St. Petersburg, FL 33701  
(727) 851-9551  
litigationpleadings@stopalawfirm.com  
ATTORNEY FOR PLAINIFF
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

INLAND ASSETS, LLC, a New Mexico
LLC, as Trustee,

Plaintiff,

v.

Jayne Carusso and Bank of America, N.A.,

Defendants.

/ /

FINAL JUDGMENT

THIS CAUSE, having come before the Court on the Motion for Final Judgment After
Default of Defendant, Bank of America, N.A., and the Court, being duly advised in the premises,
it is hereby;

ORDERED AND ADJUDGED as follows:

1. This action is an in rem proceeding to quiet title to the following property ("the
Property"): Lot 6, BAYOU CLUB ESTATES, TRACT 4, according to the plat thereof as
recorded in Plat Book 110, pages 84 through 87, of the Public Records of Pinellas
County, Florida.
More commonly known as 7351 Sawgrass Point Drive, Pinellas Park, Florida
33782.

2. Defendant, Bank of America, N.A. ("BOA") was personally served with the
Summons and Complaint but failed to respond, resulting in the entry of a Clerk’s Default.

3. In light of the Default, Plaintiff is entitled to Final Judgment against BOA.

4. Plaintiff, INLAND ASSETS, LLC, a Mexico Limited Liability Company, as
Trustee, is the rightful and lawful owner of the Property, free and clear of any liens or
encumbrances by BOA (or any persons claiming by, through, or under BOA) and to the exclusion
of any claims, liens, or mortgages of BOA, including but not limited to the mortgages recorded in
the Official Records of Pinellas County, Florida at OR Book, 15135, Page 2142.

5. As this lawsuit is an in rem proceeding only, the parties shall bear their own fees
and costs.

DONE AND ORDERED in Chambers in Clearwater, Pinellas County, Florida on this
27 day of March, 2015.

cc: Mark P. Stopa, Esq.
Bank of America, N.A.

Honorable Pamela Campbell
Circuit Court Judge
IN THE CIRCUIT COURT OF THE
SIXTH JUDICIAL CIRCUIT IN AND FOR
PINELLAS COUNTY, FLORIDA

CASE NO. 15-000723-CI

INLAND ASSETS, LLC, a New Mexico
LLC, as Trustee,
Plaintiff,

v.

JAYNE CARUSSO AND BANK
OF AMERICA, N.A.,
Defendant(s).

JOINT MOTION TO VACATE FINAL JUDGMENT, RELEASE LIS PENDENS AND
DISMISS COMPLAINT WITH PREJUDICE

Comes now, Plaintiff, Inland Assets, LLC ("Plaintiff") and Defendant, Bank of America,
N.A. ("Defendant") (collectively, the "Parties"), by and through their undersigned counsels and
pursuant to Florida Rule of Civil Procedure 1.540, hereby move this Court to enter an Order
Vacating the Final Judgment, Releasing the Lis Pendens, Denying Motion for Attorney's Fees and
Dismissing the Action With Prejudice, and states as follows:

1. On February 3, 2015, Plaintiff has commenced this action to quiet title to the
Property against Defendant.

2. On March 27, 2015 a Final Judgment, after default, was entered in favor of Plaintiff.

3. On June 9, 2015, Defendant filed a Motion to Quash Service of Process, Vacate
Default and Final Default Judgment, and Dismiss Complaint ("Motion").

4. In addition and simultaneous with the filing of the Motion, Defendant filed a Notice
of Lis Pendens which was recorded by the Clerk of Court on June 12, 2015.
5. The Parties have reached an agreement in this matter that has eliminated the need for the litigation in this matter.

6. As a result, the Parties jointly request this Court grant their Joint Motion to Vacate Final Judgment, Release Lis Pendens and Dismiss Complaint with Prejudice.

7. Furthermore, the Parties request that this Court reserve jurisdiction to enter any orders necessary to enforce the settlement agreement.

BLANK ROME LLP
Counsel for Defendant
201 E. Kennedy Blvd., Ste. 520
Tampa, FL 33602
Telephone: 813-225-2325
pmessina@BlankRome.com

By:
/s/ Paul Messina, Jr.
Paul Messina, Jr.
Florida Bar No. 84490

STOPA LAW FIRM
Counsel for Plaintiff
447 Third Ave. N., Suite 405
St. Petersburg, FL 33701
Telephone: 727-851-9551
litigationpleadings@stopalawfirm.com

By:
/s/ Mark P. Stopa
Mark P. Stopa
Florida Bar No. 550507

WHEREFORE, Plaintiff and Defendant respectfully requests that this honorable Court enter an Order vacating the Final Judgment entered on March 27, 2015, releasing the Lis Pendens recorded on June 12, 2015, dismissing the Complaint with Prejudice, and reserving jurisdiction to enforce the terms of the Settlement Agreement, together with such other and further relief that this Honorable Court may deem just and proper.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK]
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was electronically filed on this 19th day of September, 2017, with the Clerk of the Circuit Court using the Florida Courts e-filing eportal and served by an automatic email generated by the Florida Courts e-filing portal to: Mark P. Stopa, Esq., Stopa Law Firm, 2202 N. Westshore Blvd., Suite 200, Tampa, FL 33607, foreclosurepleadings@stopalawfirm.com.

BLANK ROME LLP
Attorneys for Defendant,
Bank of America, N.A.
201 E. Kennedy Blvd., Suite 520
Tampa, FL 33602
813-255-2325 Telephone

By: /s/ Paul M. Messina
PAUL M. MESSINA, ESQ.
Florida Bar No. 84490
PMessina@BlankRome.com
MICHELLE M. GERVAIS, ESQ.
Florida Bar No. 173827
MGervais@BlankRome.com
Mortgage Release from Settlement on Stopa frivolous quiet title case against his former Client Jayne Carusso and lender BOA Pinellas Case 15-723-CI, Inland Assets v Jayne Carusso and BOA. Stopa won default JDG against BOA on 3/30/2015 and used resulting cloud on title to force a settlement with Lender which he recently paid off. Lender filed this release. 7351 Sawgrass Point Dr., Pinellas Park, FL 33782 is Stopa personal residence.

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS that Bank of America, N.A. by its Attorney-in-Fact New Penn Financial LLC DBA Shellpoint Mortgage Servicing whose address is P.O Box 10826, Greenville, South Carolina, 29603, hereby releases the property of a certain Mortgage, whose parties, dates and recording information are below, does hereby cancel and discharge said Mortgage.

PROVIDED, HOWEVER, that this instrument in no way releases the Borrower(s) from repayment and all other obligations under the Note which was secured by the Deed being released in this instrument.

Original Mortgagor: Jayne Carusso
Original Mortgagee: Mortgage Electronic Registration Systems, Inc.
Original Lender: Clarion Mortgage Capital, Inc.
Dated: 05/10/2006 Recorded: 05/22/2006 in Book: 15135 Page/Folio: 2142 as Instrument No.: 2006192471 in the County of Pinellas, State of Florida
Property Address: 7351 Sawgrass Point Drive, Pinellas Park, Florida 33782
Original Amount: $840,000.00

IN WITNESS WHEREOF, Bank of America, N.A. by its Attorney-in-Fact New Penn Financial LLC DBA Shellpoint Mortgage Servicing by the officers duly authorized, has duly executed the foregoing instrument.


By: Cynthia M. Brock, Manager

STATE OF CAROLINA
COUNTY OF GREENVILLE
On 10/21/16, before me, Cheryl Rathke, a Notary Public, personally appeared
Cheryl Rathke, Authorized Signer, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Notary Public:
Notary Expires: 06/11/2023
Notary Number:
STOPA Earns $1,230,000

on July 6, 2016 by Default Final Judgment in Frivolous Orange County Quiet Title Lawsuit Case 12CA-19132,

ABPAYMAR LLC (stopa owned shell company)

vs

Jose Carlos Da Cruz Alves (former owner)

& Countrywide Home Loans (Lender)
Stopa received Final JDG Quieting Title January 8, 2013 and sold property over 3 yrs later for $1,230,000 equity windfall. All based on “tricking” lender into not answering with deceptive style of complaint.
Confirmation from State of Florida Stopa the original member manager of Abpaymar. In 2012 he changed manager to his wife Adrienne Federico in an attempt to distance himself from unethical activity of Abpaymar.
Example of Stopa frivolous Quiet Title Complaint. Case intentionally styled with debtor listed first and lender intentionally placed in second position in order to “trick” the lender into not answering the lawsuit thinking it is an action between debtor and 3rd party which would not affect validity of their lien. This has been Stopa strategy for years with hundreds of filed Quiet Title cases all over Florida. The strategy is to style case in such a way to trick lender into not answering in order to win by default and get FJ clearing title. If lender answers, Stopa dismisses case. Stopa earned $1,230,000 on this case alone.

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

ABPAYMAR, LLC, a Florida Limited Liability Company,

Plaintiff,

v.

JOSE CARLOS DA CRUZ ALVES, UNKNOWN SPOUSE
OF JOSE CARLOS DA CRUZ ALVES, and
COUNTRYWIDE HOME LOANS, INC.,

Defendants.

COMPLAINT

Plaintiff, ABPAYMAR, LLC, a Florida limited liability company, by and through its undersigned counsel, sues Defendants, JOSE CARLOS DA CRUZ ALVES, Unknown Spouse of JOSE CARLOS DA CRUZ ALVES, and COUNTRYWIDE HOME LOANS, INC. (“CW”), and would show:

1. This lawsuit is an in rem proceeding to quiet title to the following property (“the Property”), located in Orange County, Florida, in Plaintiff’s name after Plaintiff’s purchase of the Property at a foreclosure sale:

   Lot 441, Block I, VIZCAYA PHASE TWO, according to the plat thereof as recorded in Plat Book 45, Pages 29 through 34, Public Records of Orange County, Florida.
   More commonly known as 7914 Versilia Dr., Orlando, FL 32836.

2. This Court has jurisdiction to quiet title pursuant to Chapter 65, Florida Statutes.

3. Plaintiff is the lawful owner of the Property, free and clear of liens and encumbrances, having acquired it by being the high bidder at a foreclosure sale conducted by this Court in Case No. 2011-CA-13716 (“the lawsuit”). A Certificate of Title conveying the Property to Plaintiff has been recorded in the Official Records of Orange County, Florida at OR Book
4. Defendants, JOSE CARLOS DA CRUZ ALVES and Unknown Spouse of JOSE CARLOS DA CRUZ ALVES, may claim some interest in the Property. However, said Defendants’ interest in the Property, if any, is inferior to that of Plaintiff, having already been foreclosed in the lawsuit.

5. Defendant, CW, may claim some interest in the Property. However, said Defendant’s interest in the Property, if any, is inferior to that of Plaintiff, as the five-year statute of limitations to enforce or otherwise foreclose its alleged mortgage on the Property has expired.

6. All conditions precedent to the filing of this action have been met, waived, or otherwise satisfied.

7. Venue is proper in Orange County, Florida as the Property is located here.

8. This Court should quiet title to the Property in Plaintiff’s name, free and clear of liens and encumbrances, as between it and Defendants.

WHEREFORE Plaintiff respectfully requests relief in accordance with the foregoing.

November 20, 2012

Mark P. Stopa, Esquire
FBN: 550507
STOPA LAW FIRM
447 Third Ave. N., Suite 405
St. Petersburg, FL 33701
(727) 851-9551
ATTORNEY FOR PLAINTIFF
IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

ABPAYMAR, LLC, a Florida Limited Liability Company,

Plaintiff,

v.                                                   Case No. 12-CA-19132

JOSE CARLOS DA CRUZ ALVES, UNKNOWN SPOUSE
OF JOSE CARLOS DA CRUZ ALVES, and
COUNTRYWIDE HOME LOANS, INC.,

Defendants.

FINAL JUDGMENT

THIS CAUSE, having come before the Court on the Motion for Final Judgment After
Default of Plaintiff, ABPAYMAR, LLC, a Florida Limited Liability Company, and the Court,
being duly advised in the premises, it is hereby;

ORDERED AND ADJUDGED as follows:

1. This action is an in rem proceeding to quiet title to the following property ("the
Property"): Lot 44I, Block I, VIZCAYA PHASE TWO, according to the plat thereof as
recorded in Plat Book 45, Pages 29 through 34, Public Records of Orange County,
Florida.
More commonly known as 7914 Versilia Dr., Orlando, FL 32836.

2. Defendant, Countrywide Home Loans, Inc. ("CW") was personally served with the
Summons and Complaint but failed to respond, resulting in the entry of a Clerk's Default.

3. In light of the Default, Plaintiff is entitled to Final Judgment against CW.

4. Plaintiff, ABPAYMAR, LLC, a Florida Limited Liability Company, is the
rightful and lawful owner of the Property, free and clear of any liens or encumbrances by CW (or
any persons claiming by, through, or under CW) and to the exclusion of any claims, liens, or
mortgages of CW, including but not limited to the mortgages recorded in the Official Records of Orange County, Florida at OR Book, 8764, Page 1102.

5. As this lawsuit is an in rem proceeding only, the parties shall bear their own fees and costs.

DONE AND ORDERED in Chambers in Orlando, Orange County, Florida on this 8th day of January, 2013.

Hon. Robert J. Egan
Circuit Court Judge

cc: Mark P. Stopa, Esq.
Countrywide Home Loans, Inc.
IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

ABPAYMAR, LLC, a Florida Limited Liability Company,

Plaintiff,

v.

JOSE CARLOS DA CRUZ ALVES, UNKNOWN SPOUSE
OF JOSE CARLOS DA CRUZ ALVES, and
COUNTRYWIDE HOME LOANS, INC.,

Defendants.

Case No. 12-CA-19132

MOTION FOR CLERK'S DEFAULT

Plaintiff, ABPAYMAR, LLC, a Florida limited liability company, by and through its
undersigned counsel, moves for entry of a default by the clerk of this Court against Defendant,
Countrywide Home Loans, Inc., for failure to serve any papers on the undersigned or to file any
papers as required by law.

Mark P. Stopa, Esquire
FBN: 550507
STOPA LAW FIRM
447 Third Ave. N., Suite 405
St. Petersburg, FL 33701
(727) 851-9551
ATTORNEY FOR PLAINTIFF

DEFAULT

A default is entered against Defendant, Countrywide Home Loans, Inc. for all relief
sought in the Complaint for failure to file or serve any papers as required by law.

Clerk of the Court

/\s/ 1-4-13
As Deputy Clerk
MOTION FOR FINAL JUDGMENT AFTER DEFAULT

Plaintiff, ABPAYMAR, LLC, a Florida Limited Liability Company, by and through its undersigned counsel, moves this Court for entry of Final Judgment in its favor and against Defendant, Countrywide Home Loans, Inc. ("CW"), and would show:

1. Plaintiff owns the subject property (as described in the Complaint), having acquired it at a foreclosure sale conducted by this Court ("the Foreclosure Case"). The instant lawsuit is an *in rem* proceeding to quiet title to that property as against the prior owners¹ and CW, a prior mortgage holder.

2. Plaintiff procured personal service on CW, yet CW did not respond to the Complaint. As a result, the Clerk entered a default against CW for all relief sought in the Complaint.

3. Under Fla.R.Civ.P. 1.500(e), "final judgments after default may be entered by the court at any time." The Rule calls for a hearing or proof of damages if the damages are unliquidated, but Plaintiff is not seeking any monetary relief of any kind against CW, merely an *in rem* judgment quieting title *vis a vis* CW.

¹ Plaintiff has dropped the prior owners as parties.
4. As CW has defaulted, and Plaintiff is not seeking any monetary relief, there is no need for a hearing on the instant motion. See Fla.R.Civ.P. 1.500(e). Quite simply, this Court should enter a Final Judgment quieting title in Plaintiff's favor as against Defendant, CW.

WHEREFORE Plaintiff respectfully requests relief in accordance with the foregoing.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been furnished via U.S. Mail to Countrywide Home Loans, Inc., c/o CT Corporation System, 1200 S. Pine Island Road, Plantation, FL 33324 on this 7th day of January, 2013.

Mark P. Stopa, Esquire
FBN: 550507
STOPA LAW FIRM
447 Third Ave. N., Suite 405
St. Petersburg, FL 33701
(727) 851-9551
ATTORNEY FOR PLAINTIFF
Stopa Case 2: Stopa gets Deed from his own Client John Starkey, Hillsborough Case 15CA-3236

Property address: 16214 Barrineau Pl, Lutz, FL 33549

Property Owner/Stopa client: John Starkey and Heather Starkey

Mortgage Foreclosure Case: Hillsborough County Case 15CA-3236  BONY Mellon v John E Starkey et al

Notice of Appearance: Stopa is attorney of record for John and Heather Starkey and filed notice of appearance 5/6/2015 to defend foreclosure.

Starkey Deed Transfer to Stopa Shell LLC: On November 18, 2016 in OR 24574, Page 1306 there is a Deed transferring ownership from Stopa clients John E Starkey and Heather Starkey to Quest Systems LLC - New Mexico LLC.

Stopa Rent & Equity Skimming: From docket, it is clear that Stopa continued to defend in the name of his old clients after he took title in Quest Systems and they no longer owned the property. Property is rented and estimated stopa pocketing $1600 a month in rents and working to negotiate short pay with plaintiff to reap equity settlement windfall at the expense of his own client.
<table>
<thead>
<tr>
<th>Party Type</th>
<th>Name</th>
<th>Party Demographics</th>
<th>Attorney Name</th>
<th>Attorney Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plaintiff</td>
<td>Bank of New York Mellon Trust Company National Association</td>
<td></td>
<td>WILSON, BRANDI NICOLE</td>
<td>Telephone: 954-368-1311 DELUCA LAW GROUP 2101 NE 26TH ST FORT LAUDERDALE, FL 33305</td>
</tr>
<tr>
<td>Defendant</td>
<td>Starkey, Heather</td>
<td>16214 Barrineau Pl Lutz, FL 33549</td>
<td>STOPA, MARK P.</td>
<td>Telephone: 727-851-9551 STOPA LAW FIRM 2202 N WESTSHORE BLVD SUITE 200 TAMPA, FL 33607</td>
</tr>
<tr>
<td>Defendant</td>
<td>Starkey, John E</td>
<td>16214 Barrineau Pl Lutz, FL 33549</td>
<td>STOPA, MARK P.</td>
<td>Telephone: 727-851-9551 STOPA LAW FIRM 2202 N WESTSHORE BLVD SUITE 200 TAMPA, FL 33607</td>
</tr>
<tr>
<td>Defendant</td>
<td>Unknown Tenants/Owners 1</td>
<td>16214 Barrineau Pl Lutz, FL 33549</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Defendant</td>
<td>Unknown Tenants/Owners 2</td>
<td>16214 Barrineau Pl Lutz, FL 33549</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Defendant</td>
<td>Unknown Tenants/Owners 3</td>
<td>16214 Barrineau Pl Lutz, FL 33549</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Defendant</td>
<td>Wyndgate Homeowners Association Inc</td>
<td></td>
<td>ROOT, GEORGE DUNHAM, III</td>
<td>Telephone: 813-256-0888 FRISCIA &amp; ROIS, P.A. 5500 W EXECUTIVE DR STE 250 TAMPA, FL 33609</td>
</tr>
</tbody>
</table>

Starkeys deeded property to Stopa shell company Quest Systems 11/18/2016. Stopa continuing to defend foreclosure in former client name.
This IS NOT A
CERTIFIED COPY

Prepared By:
Mark P. Stropa, Esq
Stropa Law Firm
2202 N. Westshore Blvd.
Suite 220
Tampa, FL 33607

Grantee's address is 18923 Livingston Ave, Lutz, FL 33559

Stropa gets Deed from his own client John Starkey, Hillsborough Case 15CA-3236 taking title to New Mexico Shell Company owned and controlled by Stropa.

DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 10th day of November, 2016, by John E. Starkey and Heather Starkey, a Married couple, GRANTOR*, to QUEST SYSTEMS, LLC, As Trustee for the 16214 Barrineau Place Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N. Suite 405 St. Petersburg, FL 33701 (stopa law firm address)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, convey and confirms unto the Grantee all the certain land situated in Hillsborough County, Florida viz:

LOT 8, BLOCK 3, WYNDGATE SUBDIVISION, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 90, PAGE 6, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

More commonly known as 16214 Barrineau Place, Lutz, FL 33549

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons
interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Heather Starkey

Witness 2 Sign & Print: Havley Starkey

John E. Starkey

STATE OF Florida

COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Heather Starkey, who produced as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of November, 2016.

Notary Public

Printed Name: Lori Oleskewicz

My Commission Expires: 08-28-2020

LORI OLESKIEWICZ
MY COMMISSION # GG 025159
EXPIRES: August 28, 2020
Bonded thru Notary Public Underwriters

STATE OF Florida

COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared John E. Starkey, who produced as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this day of November, 2016.

Notary Public

Printed Name: Lori Oleskewicz

My Commission Expires: 08-28-2020

LORI OLESKIEWICZ
MY COMMISSION # GG 025159
EXPIRES: August 28, 2020
Bonded thru Notary Public Underwriters
Stopa Case 3:  Stopa gets Deed from his own Client Michael Fritch, Hillsborough Case 12CA-14350

Property address:  421 Debbie Joy Place, Brandon, FL 33511

Property Owner/Stopa client:  Michael Fritch

Mortgage Foreclosure Case:  Hillsborough County Case 12CA-14350, HSBC Bank v Michael Fritch

Notice of Appearance:  Stopa is attorney of record for client Michael Fritch and filed notice of appearance 10/17/2012.

Fritch Deed Transfer to Stopa Shell LLC:  On September 24, 2015 in Hillsborough Official Records Book 23616, Page 605, Stopa client Michael Fritch signed over Deed to his home to Quest Systems LLC – an LLC owned and controlled directly by Mark Stopa.

Stopa Rent & Equity Skimming:  After taking ownership, Stopa continued to defend in name of Michael Fritch even though his former client no longer owned the property. Stopa continues to defend for his own benefit. Property is rented and estimated Stopa has been pocketing $1,500 a month in rent for over 2 years (approximately $36,000 in rents) Case is currently scheduled to be dismissed for lack of prosecution.
<table>
<thead>
<tr>
<th>Party Type</th>
<th>Name</th>
<th>Attorney Name</th>
<th>Attorney Contact</th>
</tr>
</thead>
</table>
| Plaintiff  | HSBC BANK USA NA| GIDDENS, JONATHAN RUSSEL | Telephone: 561-689-1479  
1555 PALM BEACH LAKES BLVD  
STE 1000  
WEST PALM BEACH, FL 33401 |
| Plaintiff  | HSBC BANK USA NA| HARRIS, JEREMY W   | Telephone: 305-416-3180  
1221 BRICKELL AVE FL 19  
MIAMI, FL 33131 |
| Defendant  | FRITCH, JODI    |                    |                                   |
| Defendant  | FRITCH, MICHAEL | STOPA, MARK P.     | Telephone: 727-851-9551  
STOPA LAW FIRM  
2202 N WESTSHORE BLVD SUITE 200  
TAMPA, FL 33607 |

Stopa continued defending in name of client Michael Fritch after client deeded property to Stopa Shell LLC 9/24/2015
THIS IS NOT A CERTIFIED COPY

Stopa Legal Client Michael Fritch, Hillsborough Case 12CA-14350 Deeded property to Stopa Shell Company Quest Systems LLC

DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 24th day of August, 2015, by Michael Fritch, a Single Male, GRANTOR, to QUEST SYSTEMS, LLC, As Trustee for the 421 Debbie Joy Place Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTE, whose address is 447 3rd Ave N. Suite 405 St. Petersburg, FL 33701 (stopa law office address)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10,000 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Hillsborough County, Florida viz:

THE EAST 159.00 FEET OF THE WEST 634.00 FEET OF THE NORTH 100.00 FEET OF THE SOUTH 200.00 FEET OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

TOGETHER WITH A 15.00 FOOT EASEMENT FOR INGRESS AND EGRESS DESCRIBED AS THE EAST 15.00 FEET OF THE WEST 490.00 FEET OF THE SOUTH 100.00 FEET OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA.

More commonly known as 421 Debbie Joy Place Brandon, FL 33511

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of
any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  GRANTOR:

[Signatures]

Witness 1 Sign & Print:  Witness 2 Sign & Print:

STATE OF Florida  COUNTY OF Miami-Dade

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Michael Fritch, who produced FLOL-375232343722330 as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of August, 2015.

JARED ARCHULETA  NOTARY PUBLIC
STATE OF FLORIDA
Commission FF212886  Expires 3/23/2019

Notary Public:  Printed Name:  My Commission Expires:
Stopa Case 4: Stopa gets Deed from his own Client Patrick Williams, Hillsborough Case 14CA-7228

Property Address: 10347 River Bream Dr., Riverview, FL 33569

Property Owner/Stopa client: Patrick M Williams

Mortgage Foreclosure Case: Hillsborough Case #: 14CA-7228, HMC Assets LLC v Patrick M Williams

Notice of Appearance: Stopa is attorney of record for client Patrick M Williams and filed notice of appearance in case August 12, 2014.

Williams Deed Transfer to Stopa Shell LLC: On 2/17/2017 recorded in Hillsborough County OR Book 25127, Page 1317 Stopa client Patrick M Williams signed over Deed to his property to Inland Assets LLC – a New Mexico llc owned and controlled directly by Mark Stopa.

Stopa Rent & Equity Skimming: After taking ownership, Stopa continued to defend in name of Patrick Williams even though his former client no longer owned the property. Stopa continues to defend for his own benefit. From the docket it appears case has a long way to go. Property listed and rented for $1,500 per month with estimated $16,000 to date pocketed by stopa.
Stopa continued to defend in name of former client Patrick Williams after Williams deeded property to Stopa shell LLC 2/17/2017
<table>
<thead>
<tr>
<th>Select</th>
<th>Document Index</th>
<th>Clock-In Event Date</th>
<th>Event Description</th>
<th>Comment</th>
<th>Image</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>01/11/2018</td>
<td>COPY OF NOTICE OF ACTION AND PLEASINGS MAILED TO</td>
<td>UNKNOWN SPOUSE OF PATRICK M. WILLIAMS AK/A PATRICK WILLIAMS 10947 RIVER BEAM DR. RIVIERE, FL. 35569</td>
<td><img src="image1.png" alt="Image" /></td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>01/10/2018</td>
<td>NOTICE OF SERVICE</td>
<td>OF SETTLEMENT OFFER</td>
<td><img src="image2.png" alt="Image" /></td>
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</tr>
<tr>
<td>17</td>
<td>01/09/2018</td>
<td>NOTICE OF ACTION ISSUED RETURNED TO ATTORNEY</td>
<td>ASHLAND MEDLEY LAW, PLLC Attorney for Plaintiff 2856 North University Drive Coral Springs, FL 33065</td>
<td><img src="image3.png" alt="Image" /></td>
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</tr>
<tr>
<td>13</td>
<td>01/04/2018</td>
<td>AFFIDAVIT OF NON MILITARY SERVICE</td>
<td></td>
<td><img src="image4.png" alt="Image" /></td>
<td></td>
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<tr>
<td>14</td>
<td>01/04/2018</td>
<td>AFFIDAVIT OF DILIGENT SEARCH AND INQUIRY</td>
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<td><img src="image5.png" alt="Image" /></td>
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<tr>
<td>15</td>
<td>01/04/2018</td>
<td>NOTICE</td>
<td>OF ACTION - CONSTRUCTIVE SERVICE</td>
<td><img src="image6.png" alt="Image" /></td>
<td></td>
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<tr>
<td>16</td>
<td>01/04/2018</td>
<td>NOTICE</td>
<td>OF ACTION - CONSTRUCTIVE SERVICE: Filer has been notified to submit the original paperwork to the Clark's Customer Service Center for processing.</td>
<td><img src="image7.png" alt="Image" /></td>
<td></td>
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<tr>
<td>12</td>
<td>12/20/2017</td>
<td>SUMMONS RETURNED NOT SERVED</td>
<td>THE UNKNOWN SPOUSE OF PATRICK M. WILLIAMS</td>
<td><img src="image8.png" alt="Image" /></td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>10/24/2017</td>
<td>E-FILED SUMMONS ISSUED</td>
<td>X1 - <a href="mailto:Ilma@AshlandMedleyLaw.com">Ilma@AshlandMedleyLaw.com</a> ; <a href="mailto:FLService@AshlandMedleyLaw.com">FLService@AshlandMedleyLaw.com</a> ; <a href="mailto:mandy@AshlandMedleyLaw.com">mandy@AshlandMedleyLaw.com</a></td>
<td><img src="image9.png" alt="Image" /></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>10/23/2017</td>
<td>AGREED ORDER</td>
<td>GRANTING PLAINTIFF'S MOTION FOR LEAVE TO FILE AMENDED COMPLAINT - GRANTED 10/23/17 CTB</td>
<td><img src="image10.png" alt="Image" /></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>10/23/2017</td>
<td>REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)</td>
<td></td>
<td><img src="image11.png" alt="Image" /></td>
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<tr>
<td>7</td>
<td>10/23/2017</td>
<td>E-FILED REQUEST FOR SUMMONS TO BE ISSUED</td>
<td></td>
<td><img src="image12.png" alt="Image" /></td>
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</tr>
<tr>
<td>9</td>
<td>10/23/2017</td>
<td>CERTIFICATE OF SERVICE</td>
<td>OF AGREED ORDER GRANTING MOTION FOR LEAVE TO FILE AMENDED COMPLAINT</td>
<td><img src="image13.png" alt="Image" /></td>
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</tr>
<tr>
<td>4</td>
<td>10/20/2017</td>
<td>NOTICE OF CANCELLING HEARING</td>
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<td><img src="image14.png" alt="Image" /></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>10/09/2017</td>
<td>NOTICE OF HEARING</td>
<td>MOTION FOR LEAVE TO AMENDED COMPLAINT</td>
<td><img src="image15.png" alt="Image" /></td>
<td></td>
</tr>
</tbody>
</table>
DEED TO TRUSTEE

This DEED TO TRUSTEE made this 17th day of February 2017, by Patrick M. Williams, a single man, GRANTOR*, to Inland Assets, LLC, As Trustee for the 10347 River Bream Drive Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEES, whose address is 447 3rd Ave. S. Suite 405 St. Petersburg, FL 33701.

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Hillsborough County, Florida viz:

LOT 23, BLOCK E, BOYETTE CREEK PHASE 2, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 97, PAGE 3, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

More commonly known as 10347 River Bream Drive, Riverview, FL 33569

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons
dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signatures]

Witness 1 Sign & Print: [Signature]

Witness 2 Sign & Print: [Signature]

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Patrick M. Williams, who produced identification as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

Witness my hand and official seal in the County and State last aforesaid this 17th day of February, 2017.

Notary Public
Printed Name: Kathleen E. Trocke
My Commission Expires:

[Notary Seal]
Stopa Case 5: Stopa gets Deed from his own Client Roy Lisk and Linda Lisk, Orange County Case 16CA-4219

Property Address: 2340 Mockingbird Hill Dr., Apopka, FL 32703

Property Owner/Stopa client: Roy Lisk and Linda Lisk

Mortgage Foreclosure Case: Orange County Case #: 16CA-4219, Wilmington Savings Fund Society FSB v Roy Lisk et al

Notice of Appearance: Stopa is attorney of record for client and filed notice of appearance 6/29/2016 to defend foreclosure on behalf of Roy and Linda Lisk.

Lisk Deed Transfer to Stopa Shell LLC: On April 17, 2017, Deed recorded in Orange County, instrument # 20170327852, Stopa client Lisk signed over Deed to their property to Inland Assets LLC — a New Mexico LLC owned and controlled directly by Mark Stopa. Lisks had abandoned the home and moved to 945 Wildwood Ln, Jamestown, TN 38556.

Stopa Rent & Equity Skimming: After taking ownership, Stopa continued to defend in name of his former clients Roy and Linda Lisk even though his former clients no longer owned the property. Stopa continues to defend for his own benefit in order to collect rents and eventually settle the debt at discount to reap equity windfall. On August 22, 2017, Stopa filed answer and affirmative defenses on behalf of Roy and Linda Lisk 4 months after they no longer owned the home. From the docket it appears case has a long way to go. Property listed and rented for $1,100 per month with estimated $9,900 to date pocketed by stopa.
Stopa continued defending in name of client Roy and Linda Lisk after client deeded property to Stopa shell 4/17/2017 filing answer on 8/21/2017

Property rented for $1,100 month and estimated Stopa collected in excess of $9k to date. Estimated case (and rents) could go another 2 yrs +/-
DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 11th day of April, 2017, by Roy Lisk and Linda D. Lisk, a Married couple, GRANTOR*, to Inland Assets, LLC, As Trustee for the 2340 Mockingbird Hill Drive Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N, Suite 405 St. Petersburg, FL 33701

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Orange County, Florida viz:

THE EAST 72.5 FEET OF THE WEST 327.2 FEET OF LOTS 12 AND 13, J.B. AND T.E. WALKERS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK Q, PAGE 122, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA

More commonly known as 2340 Mockingbird Hill Dr., Apopka, FL 32703

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies.
interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  

GRANTOR:

[Signature]
Roy Lisk

[Signature]
Linda D. Lisk
Stopa Case 6: Stopa gets Deed from his own Client States Coyle, Volusia Case 12-11476

Property Address: 1939 Concert Rd, Deltona, FL 32738

Property Owner/Stopa client: States Coyle

Mortgage Foreclosure Case: Volusia Case #: 12-11476, Wells Fargo v States Coyle

Notice of Appearance: Stopa is attorney of record for client States Coyle and filed motion to quash constructive service November 9, 2012.

Coyle Deed Transfer to Stopa Shell LLC: On September 16, 2015, recorded in Volusia County OR Book 7165, Page 3824, Stopa client States Coyle signed over Deed and Title to his property to Quest Systems LLC – a New Mexico LLC owned and controlled directly by Mark Stopa.

Stopa Rent & Equity Skimming: After taking ownership, Stopa continued to defend in name of States Coyle even though his former client no longer owned the property. Stopa continues to defend for his own benefit. Property rented for $1,000 per month with estimated $5,000 pocketed by stopa. On 2/17/2016 Plaintiff in foreclosure case won order directing all rental income to be placed in clerk registry. Stopa filed false notice there were no rents and negotiated a $5,000 cash for keys in return for stipulated Jdg., which was most certainly retained by stopa.
Stopa client Coyle Volusia Case 12CA-11476 deeded to New Mexico shell company owned and controlled by Stopa

DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 16th day of September, 2015, by States Coyle, a Single Male, GRANTOR, to QUEST SYSTEMS, LLC, As Trustee for the 1939 Concert Road Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N. Suite 405 St. Petersburg, FL 33701

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Hillsborough County, Florida viz:

LOT 8, BLOCK 1306, DELTONA LAKES, UNIT 45, AS PER PLAT THEROF, RECORDED IN PLAY BOOK 27, PAGES 300 THROUGH 313, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

More commonly known as 1939 Concert Road, Deltona, FL 32738

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor’s bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee’s Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in

\[\text{signature}\]
the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:     GRANTOR:

Anna Fong
Witness 1 Sign & Print:  States Coyle

Anna Fong
Witness 2 Sign & Print:

STATE OF Florida
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared States Coyle, who produced as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of September, 2015.

SHELO JEAN-BAPTISTE
Notary Public - State of Florida
My Commission Expires Aug 28, 2017
Notary Public
Printed Name:
My Commission Expires
JOINT STIPULATION TO JUDGMENT OF FORECLOSURE

Plaintiff, WELLS FARGO BANK, N.A., ("Plaintiff"), by and through undersigned counsel, and Defendant, STATES COYLE ("Defendant"), either individually or by counsel, hereby stipulate to the following matters contained in this Joint Stipulation to Judgment of Foreclosure ("Stipulation") in order to resolve the pending litigation between the parties:

WHEREAS, Plaintiff has filed this lawsuit ("Action") to enforce a Note and Mortgage executed by Defendant, with respect to the following property:

Lot 8, Block 1306, Deltona Lakes Unit 45, according to the map or plat thereof as recorded in Plat Book 27, Pages 300 through 313, inclusive, of the Public Records of Volusia County, Florida.

and commonly described as: 1939 Concert Road, Deltona FL 32738 (the "Property"); including the buildings, mobile homes, appurtenances, and fixtures located therein;

WHEREAS, Plaintiff is entitled to enforce the Note and Mortgage which are the subject of this Action;

after taking title, stopa collected rents until order entered 2/17/2016 that rents be placed in registry. On 3/22/2016 filed notice that no rent monies received. Then negotiated $5,000 for this stipulation - over a year after former client deed property to him.
WHEREAS, Note and Mortgage are in default, and Plaintiff has fulfilled all conditions precedent to seeking relief in this Action.

WHEREAS, Defendant was properly served with process and has submitted to the jurisdiction of this court;

WHEREAS, Defendant no longer wishes to contest the foreclosure, and hereby waives any and all defenses to foreclosure, and further waives any claims that may exist against the Plaintiff arising from the underlying Note and Mortgage or any right to object to the foreclosure sale or to otherwise impede or delay the issuance of certificate of title in favor of purchaser at judicial sale; and

WHEREAS, Defendant wishes to consent to the entry of final judgment of foreclosure.

NOW, THEREFORE, in consideration of good and valuable consideration, including the promises and covenants contained herein, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are integral hereto, are true and correct, and are hereby incorporated into this Stipulation as express terms and conditions hereof.

2. **Stipulated Final Judgment of Foreclosure.** Plaintiff and Defendant hereby agree to the entry of Final Judgment of Foreclosure ("Final Judgment") in this case. Defendant agrees that Plaintiff may continue its Action and may immediately apply to the court for entry of final summary judgment without the necessity of a hearing.

3. **Effective Date Upon Last Signature.** This Stipulation shall be binding and deemed effective when executed by the Plaintiff and Defendant whose signatures are provided for on the signature page herein (the "Effective Date").
4. **Waiver of Mediation.** All mediation requirements have been satisfied or waived by both Plaintiff and Defendant.

5. **Waiver of Defenses.** Defendant hereby waives any defenses that they may have to this foreclosure action and withdraws any and all discovery requests and pending motions. Defendant additionally withdraws any affirmative defenses and affidavits filed in opposition to Plaintiff's foreclosure.

6. **Possession of the Property.** Plaintiff and Defendant agree that if Plaintiff is the successful bidder at the judicial sale of the Property, Plaintiff is entitled to possession of the Property upon issuance of the Certificate of Title, and that Defendant shall turnover possession without the need for a Writ of Possession. Until the issuance of the Certificate of Title and the time the Defendant turns over possession of the Property, Defendant agrees to maintain the condition of the Property in the same or better condition as it now exists and not to commit waste of the Property. Prior to turning over possession of the Property, the Defendant agrees to remove all personal items from the Property, remove any trash from the Property, leave the interior of the Property in broom swept condition, and ensure that no other person or entity has possession or access to the Property.

7. **Relocation Assistance:** Plaintiff agrees to pay Defendant the sum of Five Thousand dollars ($5,000.00), payable to counsel for Defendant, in Relocation Assistance within twenty (20) days of the issuance of Certificate of Title following the foreclosure sale. In the event that Plaintiff, at their discretion, provides the Relocation Assistance to counsel for Defendant prior to the issuance of Certificate of Title, counsel for Defendant agrees to hold the Relocation Assistance in trust until the issuance of Certificate of Title. In order to ensure the timely payment of the Relocation Assistance, counsel for Defendant must

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**highly likely stopa negotiated stipulation and retained $5,000 funds without former client knowledge. client did not sign stipulation and had deeded property away over year earlier.**
provide a Form W-9 to counsel for Plaintiff within twenty (20) days of executing this Stipulation.

8. **Attorney’s Fees.** Defendant agrees that the Foreclosure Judgment shall include an award of attorney’s fees, which shall be included as a part of the debt as a judgment lien against the Property. Defendant shall be responsible to pay its own attorneys’ fees and costs. In the event that any future event occurs resulting in dismissal of this Action, including without limitation a short sale, loan modification, voluntary dismissal, or involuntary dismissal; the Defendant hereby waives any right it may have to seek any attorneys’ fees and costs from the Plaintiff.

9. **Cooperation.** Plaintiff and Defendant agree that they will cooperate with each other and their attorneys to implement this Stipulation and related documents and will take all steps to insure the efficacy, enforcement and enforceability of this Stipulation.

10. **Binding Effect.** Plaintiff and Defendant intend to be legally bound by this Stipulation. This Stipulation shall be binding on, and inure to the benefit of, all of the parties hereto, their affiliates, agents, successors and assigns.

11. **No Admission.** Plaintiff and Defendant agree that this Stipulation does not constitute any admission by the parties of any wrongdoing or liability unless such admission is specifically set forth herein.

12. **Counterparts.** This Stipulation may be signed in counterparts and each copy thereof shall be construed as an original document.

13. **Interpretation.** All parties hereto have participated in drafting this Stipulation, and accordingly, any ambiguity herein shall not be construed for or against any party.
14. **Modification.** This Stipulation may not be altered, amended, modified or otherwise changed in any respect or particular except in writing duly executed by the parties.

15. **Governing Law.** This Stipulation shall be deemed to have been executed and delivered within Florida and shall be construed, enforced and administered in accordance with the laws of the State of Florida, without giving effect to the conflicts of laws principles thereof.

16. **Representations.** Neither party has made any statement or representation to any other party regarding any fact relied upon by the other party in entering into this Stipulation, and Defendant specifically does not rely upon any statement, representation, or promise of any other party in executing this Stipulation, except as expressly stated in this Stipulation.

17. **Opportunity for Legal Counsel.** Each of the parties has given full and mature thought and consideration to the making of this Stipulation and all obligations contained herein. Each of said parties has had the advice and benefit of legal counsel retained by them, or has had the opportunity to retain such legal counsel if desired. Defendant warrants that the Plaintiff’s attorney has in no way counseled or advised them, and understands that prior to the signing of this Stipulation they should obtain legal counsel of their own choosing. Defendant furthermore represents that he is not under duress, has not been coerced, is of sound mind, and has been made no promises not contained in this Stipulation.

18. **Tax Consequences.** It is expressly agreed and understood that Defendant is solely liable for its own tax obligations, if any, arising from the consideration specified in this Stipulation.
19. Authority to Execute. If this Stipulation is executed by counsel for either Plaintiff or Defendant, then the undersigned counsel(s) certify as having proper authorization to execute this Stipulation on behalf of their respective party.

STOPA LAW FIRM
Attorney for Defendant
2202 N. Westshore Boulevard, Suite 200
Tampa, FL 33607
Telephone (727) 851-9551

[Signature]
Mark P. Stopa, Esq.
Florida Bar # 550507

[Signature] 11/28/11
Date

KELLEY KRONENBERG
Attorney for Plaintiff
1511 N. Westshore Blvd., Suite 400
Tampa, FL 33607
Telephone (813) 223-1697

[Signature] November 28, 2011
Date

Randall T. Mogg, Esq.
Florida Bar # 37718

Court Case No.: 2012-11476 CIDL
File No.: FL15104-FEJ
Stopa Case 7: Stopa gets Deed from his own Client Mylene Craig, Pinellas Case 13-4863

Property Address: 1638 Brandywine Way, Dunedin, FL 34698

Property Owner/Stopa client: Mylene Craig

Mortgage Foreclosure Case: Pinellas Case #: 13-004863, MTGLQ Investors v Mylene Craig

Notice of Appearance: Stopa is attorney of record for client and filed notice of appearance in case 6/24/2013 to represent Mylene Craig and defend the foreclosure.

Mylene Craig Deed Transfer to Stopa Shell LLC: On 2/18/2016, recorded in Pinellas County OR Book 19088, Page 2346, Stopa attorney client Mylene Craig signed over Deed to property to Quest Systems LLC – a New Mexico llc owned and controlled directly by Mark Stopa.

Stopa Rent & Equity Skimming: After taking ownership, Stopa continued to defend in name of Mylene Craig even though his former client no longer owned the property. Property rented for $1,500 per month with estimated $34,500 to date pocketed by stopa. Foreclosure auction date set for 2/21/2018. Client Mylene Craig to be left responsible for deficiency judgment.
Stopa client Craig Pinellas Case 13-4863 deeded to New Mexico shell company owned and controlled by Stopa

DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 23rd day of January, 2016, by Mylene Craig, a Widowed Female, GRANTOR, to QUEST SYSTEMS, LLC, As Trustee for the 1638 Brandywine Way Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N. Suite 405 St. Petersburg, FL 33701 (Stopa law office address)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Pinellas County, Florida viz:

LOT 12, BLOCK A, CONCORD GROVES, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 76, PAGE 72, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA.

More commonly known as 1638 Brandywine Way, Dunedin, FL 34698

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in
the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  GRANTOR:

Antonio Yee  MYLENE CRAIG
Witness 1 Sign & Print:

Milagrosia Yee  Milagrosia Yee
Witness 2 Sign & Print:

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Mylene Craig, who produced Driver License as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of January, 2016.

Notary Public
Printed Name: Heather Griffith
My Commission Expires: 9/11/18
**REGISTER OF ACTIONS**

**Case No. 13-084166-CI**

**PARTY INFORMATION**

**CLOSED**
- Defendant: AS UNKNOWN TENANT 1
  - Address: 1659 BRANDYWINE TER N
  - City: CLEARWATER, FL 33756
- Defendant: ANY AND ALL UNKNOWN PARTIES ETC
- Defendant: GREEN TREE SERVICING LLC
- Plaintiff: MTGLO INVESTORS L.P.

**DEFENDANT**
- CRAIG, DENNIS E
  - Address: 1659 BRANDYWINE TER N
  - City: CLEARWATER, FL 33756
- CRAIG, MYLENE
  - Address: 1659 BRANDYWINE TER N
  - City: CLEARWATER, FL 33756

**PLAINTIFF**
- MTGLO INVESTORS L.P.

**ATTORNEYS**
- DAVID C. JORDAN
  - Address: 1659 BRANDYWINE TER N
  - City: CLEARWATER, FL 33756
  - Phone: 727-334-2000
- DOUGLAS N BALEB
  - Address: 1659 BRANDYWINE TER N
  - City: CLEARWATER, FL 33756
  - Phone: 727-334-2000
- PATRICIA L. REIMANN, ESQ
  - Address: 1659 BRANDYWINE TER N
  - City: CLEARWATER, FL 33756
  - Phone: 727-334-2000

**EVENTS & ORDERS OF THE COURT**

**Stop continued to defend foreclosure for his own benefit after getting the deed from client Craig on 2/18/2016. Property was rented for $1,500 month and estimated stopa collected in excess of $30,000 before negotiating $6,000 for stipulated JDG which he no doubt retained.**
IN THE CIRCUIT COURT OF THE SIXTH
JUDICIAL CIRCUIT IN AND FOR PINELLS
COUNTY, FLORIDA

CASE NO. 13-004863-CI

MTGLO INVESTORS, L.P.
Plaintiff,
v.

MYLENE CRAIG, ET AL.
Defendants.

NOTICE OF FILING

Plaintiff, by and through its undersigned attorney hereby files of record Consent to Final
Judgment of foreclosure.
I certify that a copy hereof has been furnished by U.S. Mail or Email on this 20 day of
October ________, 2017 to:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
C/O C T CORPORATION SYSTEM, R.A.
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324

MARK P. STOPA, ESQ. (COUNSEL FOR DENNIS E. CRAIG and MYLENE CRAIG)
2202 N. WEST SHORE BLVD. SUITE 200
TAMPA, FL 33607
FORECLOSUREPLEADINGS@STOPALAWFIRM.COM
FCDEPOSWSCHEDULE@STOPALAWFIRM.COM

UNKNOWN TENANT 1 N/K/A GRACE YEE
1638 BRANDYWINE WAY N
DUNEDIN, FL 34698-

eXL Legal, PLLC
Designated Email Address:
efiling@exllegal.com
12425 28th Street North, Suite 200
St. Petersburg, FL 33716
Telephone No. (727) 536-4911
Attorney for the Plaintiff
By: Lyndsey T. Pruett, Esq.
FL Bar 92147

***ELECTRONICALLY FILED 10/20/2017 04:53:23 PM: KEN BURKE, CLERK OF THE CIRCUIT COURT, PINELLS COUNTY***
IN THE CIRCUIT COURT OF THE SIXTH
JUDICIAL CIRCUIT IN AND FOR PINELLAS
COUNTY, FLORIDA

CASE NO. 13-004863-CI

MTGLQ INVESTORS, L.P.

Plaintiff,

v.

MYLENE CRAIG, ET AL.

Defendants.

CONSENT TO FINAL JUDGMENT OF MORTGAGE FORECLOSURE

Plaintiff and Defendants, DENNIS E. CRAIG and MYLENE CRAIG, by and through
their undersigned counsel, hereby consent to Final Judgment of Mortgage Foreclosure and agree
as follows:

1. Plaintiff owns and holds the Note and Mortgage and related security interests (the “Loan
   Documents”) which are the subject of this action. Defendants, DENNIS E. CRAIG and
   MYLENE CRAIG, are in default under the terms of the Loan Documents, and Plaintiff
   has fulfilled all conditions precedent to obtaining relief sought herein. Any interest of
   Defendants in the real and personal property (the “Property”) which is the subject of this
   action is subordinate and inferior to Plaintiff’s interest.

2. Defendants DENNIS E. CRAIG and MYLENE CRAIG hereby withdraw any affirmative
defenses, discovery requests, counterclaims and/or any other motions including their
Verified Motion to Disqualify, if any, and acknowledges that they have waived all
defenses to the allegations set forth in Plaintiff’s Complaint as to Plaintiff. Defendants
DENNIS E. CRAIG and MYLENE CRAIG are hereby defaulted to allow Plaintiff to
proceed with requesting judgment in this action.

3. Defendants DENNIS E. CRAIG and MYLENE CRAIG consent to the entry of a final
judgment of foreclosure and hereby waive any rights they may have, or later acquire, to
object to the foreclosure sale or to otherwise impede or delay the issuance of the
Certificate of Title in favor of the purchaser at the sale.

4. Plaintiff may continue its foreclosure action and may immediately apply to the court for
entry of a final judgment without the necessity of a hearing.

5. In exchange for Defendants’ DENNIS E. CRAIG and MYLENE CRAIG, consent to
Judgment of Mortgage foreclosure, Plaintiff agrees to seek a 120 day sale date.

6. In exchange for Defendants’ DENNIS E. CRAIG and MYLENE CRAIG consent to
judgment, Plaintiff agrees to pay Defendants DENNIS E. CRAIG and MYLENE CRAIG
Stopa negotiated $6,000 for consent jdg and signs on behalf of client that deeded property away over 18 months earlier.

via check payable to Defendants' counsel $6,000 (Six Thousand dollars) in cash for keys to be paid 30 days after completion of the sale and property inspection to confirm the property is vacant and left in broom swept condition. The definition of broom swept condition is to leave the property clean. This means no trash or debris left, no excessive damages to the property, and only normal wear of the property. Said moving assistance is only available if the property was confirmed owner occupied and left in broom swept condition. Defendants' Counsel will advise Plaintiff's Counsel via email of Defendants' move out date, so Plaintiff can order a property inspection once it is vacant. If the property is in a gated community, Defendants will provide Plaintiff a contact number so Plaintiff may be able to gain access to the property to complete the inspection. If these conditions are not met, funds will not be disbursed. Defendants' counsel will provide Plaintiff's Counsel with a current W9 within 15 days of execution of this agreement. If loss mitigation for either a loan modification or a short sale occurs, then no cash for keys will be paid.

7. Defendants DENNIS E. CRAIG and MYLENE CRAIG agree not to seek any fees or costs from the Plaintiff as a result, either directly or indirectly, of his involvement in this subject cause of action.

8. All parties agree that facsimile signatures shall be binding on all parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth below:

eXL Legal, PLLC
Designated Email Address: efiling@exllegal.com
12425 28th Street North, Suite 200
St. Petersburg, FL 33716
Telephone No.: (727) 536-4911
Attorney for the Plaintiff
By: [Signature]
Lyndsey I. Pruett, Esq
FL Bar 92147
DATED: 10/20/17

Stopa Law Firm
2202 N. West Shore Blvd. Suite 200
Tampa FL 33607
Phone: 727-851-9551
Email: foreclosurepleadings@stopalawfirm.com
Attorney for the Defendants
By: [Signature]
DATED: 10-20-17
Stopa Case 8: Stopa gets Deed from his own Client  
Beverley Mellow, Pinellas Case 12-8025

Property Address:  
1071 S Pointe Alexis Dr., Tarpon Springs, FL 34689

Property Owner/Stopa client:  
Beverley R. Mellow

Mortgage Foreclosure Case:  
Pinellas Case #: 12-8025, US Bank v Beverley R Mellow

Notice of Appearance:  
Stopa is attorney of record for client and filed notice of appearance in case 8/2/2012. Case was dismissed April 9, 2014.

Mellow Deed Transfer to Stopa Shell LLC:  
On July 15, 2014, recorded in Pinellas County OR Book 18462, Page 1100, Stopa client Beverley Mellow signed over Deed to her property to Quest Systems LLC – a New Mexico LLC owned and controlled directly by Mark Stopa.

Stopa Rent & Equity Skimming:  
After taking ownership, Stopa continued to defend in name of Beverley Mellow even though his former client no longer owned the property. Stopa continues to defend for his own benefit. The existing 2012 case was dismissed. The lender just filed new foreclosure Pinellas Case #: 17-5396 and from the docket it appears case will drag on for another few years. Property rented for $1,700 per month with estimated $71,400 to date pocketed by stopa with estimated potential of upwards of another $50,000 + in rents before case is over. These rents rightly belong to his former client.
After getting the deed 7/15/2014, stopa rented the property for $1,700 a month and defended the foreclosure for his own benefit in the name of his former client. Estimated stopa collected in excess of $70k to date and 2012 case was dismissed. Lender just filed new case 17-5396 but estimated it will go at least another 2 yrs +/- with stopa collecting upwards of $50,000 in additional rents.
Stopa client Mellow Pinellas Case 12-8025 deeded property to New Mexico shell company Quest System owned and controlled by Stopa

DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this ___ day of July, 2014, by Beverley R. Mellow, a single woman, GRANTOR, to QUEST SYSTEMS, LLC, As Trustee for the 1071 S Pointe Alexis Dr. Land Trust dated July 1, 2014 with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 Third Ave N. Suite 405, St. Petersburg, FL 33701.

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains,卖s, alien, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Pinellas County, Florida viz:

Lot 159, Pointe Alexis South, Phase II, according to the plat thereof, recorded in Plat Book 93, Page(s) 71 through 79, inclusive, of the Public Records of Pinellas County, Florida.

Parcel Identification Number: 03-27-15-72384-000-1590

More commonly known as 1071 S Pointe Alexis Dr. Tarpon Springs, FL 34689

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The
interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  

\[Signature: \text{Kathleen Powers} \quad \text{Beverley R. Mellow}\]

\[Signature: \text{Andrea Coppage}\]

STATE OF Florida

COUNTY OF Pinellas City

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Beverley R. Mellow, who produced ______________ as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of June, 2014.

\[Signature: \text{Debra L. Rink}\]

Notary Public

Printed Name: Debra L. Rink
My Commission Expires: 1-31-2016

[Notary Public Seal]
Stopa Case 9: Stopa gets Deed from Matt Weidner Shell Company – JSR Services LLC

Property Address: 2204 Clarine Way N, Dunedin, FL 34698

Property Owner: JSR Services LLC (shell company owned by Attorney Matt Weidner)

Mortgage Foreclosure Case: Pinellas Case #: 08-12870, BONY Mellon v Gary Esposito

Deed Transfer to Stopa Shell LLC: On 2/22/2013, recorded in Pinellas County OR Book 17902, Page 336, Weidner Shell LLC – JSR Services LLC signed over Deed to to Quest Systems LLC – a New Mexico llc owned and controlled directly by Mark Stopa.

Stopa Weidner Rent & Equity Skimming: Property listed and rented for $2,500 per month for 59 months with estimated $147,500 to date pocketed by stopa and weidner. Stopa goes on to file two frivolous quiet title cases against 1st and 2nd mortgage lenders – Pinellas case #: 13-8696; Case #: 13-8843 and successfully obtains default JDG against lenders thereby clearing title and intentionally defrauding mortgage lenders with valid mortgage liens.

Home is worth $500,000 so in addition to the rents he has skimmed half million equity windfall. Total take on one property over $650k to date and cash flowing $2,500 a month. Florida attorneys using legal system to unjustly enrich themselves at the expense of debtors and lenders.
Attorney Matt Weidner acquires title in his New Mexico Shell Company JSR Services LLC and Deeds to friend Mark Stopa to file Quiet Title actions to clear title for their mutual benefit.

Quit Claim Deed

This Quit Claim Deed made the 29th day of February, 2013 between JSR Services, LLC, a New Mexico Corporation, whose principal place of business is 1519 Dr. Martin Luther King Jr. Street North, St. Petersburg, Florida 33704, grantor, and Quest Systems, LLC, a New Mexico Limited Liability Company, as Trustee of the 2204 Clarice Land Trust under trust dated 02/01/2013, whose principal place of business is 447 3rd Avenue North, Suite 405, St. Petersburg, Florida 33701, grantee.

(WHEREAS said herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

WITNESSETH, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remit, release, and quitclaim to the said grantor, and grantor's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Pinellas County, Florida to-wit:

Lot 14, Highland Woods, according to the map or plat thereof, as recorded in Plat Book 122, Pages 65-66 of the Public Records of Pinellas County, Florida.

Parcel Identification Number: 19-26-16-39550-000-0140

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantor, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

Witness Name: Michael P. Bean

[Signature]

Witness Name: Isaaq A.$

JSR Services, LLC

By: Matt Weidner,Mgr

State of Florida
County of Pinellas

The foregoing instrument was acknowledged before me this 29th day of February, 2013 by Matt Weidner, as Manager of JSR Services, LLC, on behalf of the company, who has personally known or [X] has produced a driver's license as identification.

[Signature]

Notary Public

Printed Name: Michael P. Torn

REGISTER OF ACTIONS
CASE NO. 13-008696-CI

ORDER DOCUMENTS! Click Here!
Request Now! Including Certified!

QUEST SYSTEMS LLC Vs. BANK OF NEW YORK MELLON

CLOSED
ESPOSITO, GARY
DEFENDANT - 2204 CLARINE WAY N.
DISMISSED/DROPI DUNEDIN, FL 34698

CLOSED
ESPOSITO, SARAJANE
DEFENDANT - 2204 CLARINE WAY N.
DISMISSED/DROPI DUNEDIN, FL 34698

DEFENDANT
BANK OF NEW YORK MELLON FORMERLY KNOWN AS THE BANK OF NEW YORK
ONE WALL ST
NEW YORK CITY, NY 10286

PLAINTIFF
QUEST SYSTEMS LLC
447 THIRD AVENUE N.
STE 405
ST. PETERSBURG, FL 33701

Case Type: OTHER CIVIL - CIRCUIT
Data Filed: 09/10/2013
Location: Section 19
Judicial Officer: DAY, JACK
UNIFORM CASE NUMBER: 522913CA008696XXCICI

PARTY INFORMATION

Attorneys

JOHN S GRAHAM
FOWLER WHITE BURNETT
1395 BRICKELL AVE
MIAMI, FL 33131
305-789-9200(W)

MARK P STOPA
STOPA LAW FIRM
2202 N WESTSHORE BLVD STE 200
TAMPA, FL 33607
727-851-9561(W)

EVENTS & ORDERS OF THE COURT

07/30/2014
DEF/RESP'S MOTION TO WITHDRAW AS COUNSEL

10/11/2013
PLTF/PTF'S MOTION FOR FINAL JUDGMENT AFTER DEFAULT

10/11/2013
NOTICE OF DROPPING
GARY ESPSITO AND SARAJANE ESPSITO WITHOUT PREJUDICE

10/11/2013
DEFAULT JUDGMENT (DISPO)

10/11/2013
FINAL JUDGMENT
Vol./Book 18194, Page 1636, 2 pages

10/10/2013
DEFAULT ENTERED
Party: BANK OF NEW YORK MELLON

10/10/2013
NOTICE OF APPEARANCE

10/10/2013
DESIGNATION OF E-MAIL ADDRESS(E)

10/10/2013
DEF/RESP'S MOTION FOR EXTENSION OF TIME TO RESPOND TO PLTF'S COMPLAINT

10/03/2013
PLTF/PTF'S MOTION FOR DEFAULT

09/23/2013
AFFIDAVIT/SERVICE OF PROCESS
091313 BANK OF NEW YORK MELLON

09/10/2013
CIVIL COVER SHEET - E-FILED
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

QUEST SYSTEMS, LLC, a New Mexico Limited
Liability Company, as Trustee of the 2204 Clarine Land Trust
under trust dated 02/01/2013,

Plaintiff,

v.

GARY ESPOSITO, SARAJANE ESPOSITO, and
THE BANK OF NEW YORK MELLON f/k/a THE BANK
OF NEW YORK, as Trustee for the Certificateholders
of CWALT, Inc., Alternative Loan Trust 2005-41,
Mortgage Pass-Through Certificates, Series 2005-41,

Defendants.

COMPLAINT

Plaintiff, Quest Systems, LLC, a New Mexico Limited Liability Company, as Trustee of
the 2004 Clarine Land Trust under trust dated 02/01/2013, sues Defendants, GARY ESPOSITO,
SARAJANE ESPOSITO, and THE BANK OF NEW YORK MELLON f/k/a THE BANK OF
NEW YORK, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust
2005-41, Mortgage Pass-Through Certificates, Series 2005-41 ("BONY"), and would show:

1. This lawsuit is an in rem proceeding to quiet title to the following property ("the
   Property"), located in Pinellas County, Florida, in Plaintiff’s name after Plaintiff’s purchase of
   the Property from Angela Welch Esposito, as Chapter 7 Trustee, Middle District of Florida,
   Tampa Division:

   Lot 14, Highlands Woods, according to the map or plat thereof as recorded in Plat
   Book 122, Pages 65-66, of the Public Records of Pinellas County, Florida.
   More commonly known as 2204 Clarine Way N., Dunedin, FL 34698

2. This Court has jurisdiction to quiet title pursuant to Chapter 65, Florida Statutes.
3. Plaintiff is the lawful owner of the Property, as it acquired title via a Quit Claim Deed from JSR Services, LLC, recorded in the Official Records of Pinellas County, Florida at OR Book 17902, Page 336, which acquired title via a Quit Claim Deed from TB Castles, LLC, recorded in the Official Records of Pinellas County, Florida at OR Book 17765, Page 861, which acquired title via Quit Claim Deed from Federal Asset Management, LLC, recorded in the Official Records of Pinellas County, Florida at OR Book 17592, Page 2278, which acquired title via Trustee’s Quitclaim Deed from Angela Welch Esposito, Trustee, Middle District of Florida, Tampa Division, in Case No. 8:11-bk-23577-MGW, recorded in the Official Records of Pinellas County, Florida at OR Book 17592, Page 2276.

4. Defendants, GARY ESPOSITO and SARA JANE ESPOSITO, may claim some interest in the Property. However, said Defendants’ interest in the Property, if any, is inferior to that of Plaintiff, having been conveyed by the Trustee’s Deed described in paragraph 3.

5. Defendant, BONY, may claim some interest in the Property. However, said Defendant’s interest in the Property, if any, is inferior to that of Plaintiff, as it has been five years since acceleration of the amounts allegedly owed under the mortgage dated June 22, 2005 (the balance having been accelerated on September 2, 2008), and suit was not filed in the ensuing five years, so the statute of limitations under Fla. Stat. 95.11 bars foreclosure.

6. All conditions precedent to the filing of this action have been met, waived, or otherwise satisfied.

7. Venue is proper in Pinellas County, Florida as the Property is located here.

8. This Court should quiet title to the Property in Plaintiff’s name, free and clear of liens and encumbrances, as between it and Defendants.
WHEREFORE Plaintiff respectfully requests relief in accordance with the foregoing.

September 10, 2013

/s/ Mark P. Stopa
Mark P. Stopa, Esquire
FBN: 550507
STOPA LAW FIRM
447 Third Ave. N., Suite 405
St. Petersburg, FL 33701
(727) 851-9551
ATTORNEY FOR PLAINTIFF
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

QUEST SYSTEMS, LLC, a New Mexico Limited
Liability Company, as Trustee of the 2204 Clarine
Land Trust under trust dated 02/01/2013,

Plaintiff,

v.

GARY ESPOSITO, et. al.,

Defendants.

Case No. 13-008696-CI

MOTION FOR CLERK'S DEFAULT

Plaintiff, QUEST SYSTEMS, LLC, a New Mexico Limited Liability Company, as
Trustee of the 2204 Clarine Land Trust under trust dated 02/01/2013, by and through its
undersigned counsel, moves for entry of a default by the clerk of this Court against Defendant,
The, Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the
Certificates, Series 2005-41, for failure to serve any papers on the undersigned or to file any
papers as required by law.

Mark P. Stoga, Esquire
FBN: 550507
STOPA LAW FIRM
447 Third Ave. N., Suite 405
St. Petersburg, FL 33701
(727) 851-9551
ATTORNEY FOR PLAINTIFF
DEFAULT

A default is entered against Defendant, The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2005-41, Mortgage Pass-Through Certificates, Series 2005-41, for all relief sought in the Complaint for failure to file or serve any papers as required by law.

KEN BURKE,
Clerk of the Court

OCT 10 2013

As Deputy Clerk
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

QUEST SYSTEMS, LLC, a New Mexico Limited Liability Company, as Trustee of the 2204 Clarine Land Trust under trust dated 02/01/2013,

Plaintiff,

v.

GARY ESPOSITO, et. al.,

Defendants.

__________________________________________/

FINAL JUDGMENT

THIS CAUSE, having come before the Court on the Motion for Final Judgment After Default of Plaintiff, QUEST SYSTEMS, LLC, a New Mexico Limited Liability Company, as Trustee of the 2204 Clarine Land Trust under trust dated 02/01/2013 and the Court, being duly advised in the premises, it is hereby;

ORDERED AND ADJUDGED as follows:

1. This action is an in rem proceeding to quiet title to the following property ("the Property"): Lot 14, Highlands Woods, according to the map of plat thereof as recorded in Plat Book 122, Pages 65-66, of the Public Records of Pinellas County, Florida. More commonly known as 2204 Clarine Way N., Dunedin, FL 34698


3. In light of the Default, Plaintiff is entitled to Final Judgment against BNYM.
4. Plaintiff, QUEST SYSTEMS, LLC, a New Mexico Limited Liability Company, as Trustee of the 2204 Clarine Land Trust under trust dated 02/01/2013, is the rightful and lawful owner of the Property, free and clear of any liens or encumbrances by BNYM (or any persons claiming by, through, or under BNYM) and to the exclusion of any claims, liens, or mortgages of BNYM, including but not limited to the mortgages recorded in the Official Records of Pinellas County, Florida at OR Book, 14410, Page 2103.

5. As this lawsuit is an in rem proceeding only, the parties shall bear their own fees and costs.

DONE AND ORDERED in Chambers in St. Petersburg, Pinellas County, Florida on this 11th day of October, 2013.

Honorable Jack Day
Circuit Court Judge

cc: Mark P. Stopa, Esq.
The Bank of New York Mellon
REGISTER OF ACTIONS
CASE NO. 13-008843-CI

ORDER DOCUMENTS! Click Here!
Request Now! Including Certified!

QUEST SYSTEMS LLC A NEW MEXICO LIMITED LIABILITY C VS. EASTERN FINANCIAL
FLORIDA CREDIT UNION

Case Type: OTHER CIVIL - CIRCUIT
Date Filed: 09/17/2013
Location: Section 11
Judicial Officer: CAMPBELL, PAMELA A.M.
UNIFORM CASE NUMBER: 522013CA008843XXCICI

PARTY INFORMATION

CLOSED
DEFENDANT - ESPOSITO, GARY
DISMISSED/DROPPED - DUNEDIN, FL 34698

CLOSED
DEFENDANT - ESPOSITO, SARAJANE
DISMISSED/DROPPED - DUNEDIN, FL 34698

DEFENDANT
EASTERN FINANCIAL FLORIDA CREDIT UNION
3700 LAKESIDE DR
MIRAMAR, FL 33027

PLAINTIFF
QUEST SYSTEMS LLC A NEW MEXICO LIMITED LIABILITY C
447 THIRD AVENUE N.
STE 405
ST. PETERSBURG, FL 33701

MARK P STOPA
STOPA LAW FIRM
2202 N WESTSHORE BLVD STE 200
TAMPA, FL 33607
727-851-5551(W)

EVENTS & ORDERS OF THE COURT

10/29/2013
CORRESPONDENCE TO COURT RE:
FINAL JUDGMENT RECEIVED BY COURT 10/23/13

10/29/2013
DEFAULT JUDGMENT (RE: DISPO)

10/29/2013
FINAL JUDGMENT
Vol./Book 50210, Page 2581, 2 pages

10/22/2013
PLTF/PET'S MOTION FOR FINAL JUDGMENT

10/23/2013
NOTICE OF DROPPING
WITHOUT PREJUDICE

10/23/2013
PLTF/PET'S MOTION FOR FINAL JUDGMENT
AFTER DEFAULT

10/23/2013
NOTICE OF DROPPING
WITHOUT PREJUDICE

10/21/2013
DEFAULT ENTERED
Party: EASTERN FINANCIAL FLORIDA CREDIT UNION

10/15/2013
PLTF/PET'S MOTION FOR DEFAULT

09/30/2013
AFFIDAVIT/SERVICE OF PROCESS
09/22/13 EASTERN FINANCIAL FLORIDA CREDIT UNION

09/17/2013
CIVIL COVER SHEET - E-FILED

09/17/2013
COMPLAINT

09/17/2013
SUMMONS TO BE ISSUED

09/17/2013
SUMMONS/NOTICE EMAILED TO ATTY/PLTF FOR SERVICE
Party: EASTERN FINANCIAL FLORIDA CREDIT UNION

Stopa wins default FJ clearing title
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

QUEST SYSTEMS, LLC, a New Mexico Limited
Liability Company, as Trustee of the 2204 Clarine Land Trust
under trust dated 02/01/2013,

Plaintiff,

v.                                                   Case No.

GARY ESPOSITO, SARAJANE ESPOSITO, and
EASTERN FINANCIAL FLORIDA CREDIT
UNION,

Defendants.

__________________________________________ /

COMPLAINT

Plaintiff, Quest Systems, LLC, a New Mexico Limited Liability Company, as Trustee of
the 2004 Clarine Land Trust under trust dated 02/01/2013, sues Defendants, GARY ESPOSITO,
SARAJANE ESPOSITO, and EASTERN FINANCIAL FLORIDA CREDIT UNION
("EFFCU"), and would show:

1. This lawsuit is an in rem proceeding to quiet title to the following property ("the
Property"), located in Pinellas County, Florida, in Plaintiff's name after Plaintiff's purchase of
the Property from Angela Welch Esposito, as Chapter 7 Trustee, Middle District of Florida,
Tampa Division:

Lot 14, Highlands Woods, according to the map or plat thereof as recorded in Plat
Book 122, Pages 65-66, of the Public Records of Pinellas County, Florida.
More commonly known as 2204 Clarine Way N., Dunedin, FL 34698

2. This Court has jurisdiction to quiet title pursuant to Chapter 65, Florida Statutes.

3. Plaintiff is the lawful owner of the Property, as it acquired title via a Quit Claim
Deed from JSR Services, LLC, recorded in the recorded in the Official Records of Pinellas
County, Florida at OR Book 17902, Page 336, which acquired title via a Quit Claim Deed from TB Castles, LLC, recorded in the Official Records of Pinellas County, Florida at OR Book 17765, Page 861, which acquired title via Quit Claim Deed from Federal Asset Management, LLC, recorded in the Official Records of Pinellas County, Florida at OR Book 17592, Page 2278, which acquired title via Trustee’s Quitclaim Deed from Angela Welch Esposito, Trustee, Middle District of Florida, Tampa Division, in Case No. 8:11-bk-23577-MGW, recorded in the Official Records of Pinellas County, Florida at OR Book 17592, Page 2276.

4. Defendants, GARY ESPOSITO and SARAJANE ESPOSITO, may claim some interest in the Property. However, said Defendants’ interest in the Property, if any, is inferior to that of Plaintiff, having been conveyed by the Trustee’s Deed described in paragraph 3.

5. Defendant, EFFCU, may claim some interest in the Property. However, said Defendant’s interest in the Property, if any, is inferior to that of Plaintiff, as it has been five years since acceleration of the amounts allegedly owed under the mortgage dated November 17, 2006 (the balance having been accelerated on September 16, 2008), and suit was not filed in the ensuing five years, so the statute of limitations under Fla. Stat. 95.11 bars foreclosure.

6. All conditions precedent to the filing of this action have been met, waived, or otherwise satisfied.

7. Venue is proper in Pinellas County, Florida as the Property is located here.

8. This Court should quiet title to the Property in Plaintiff’s name, free and clear of liens and encumbrances, as between it and Defendants.
WHEREFORE Plaintiff respectfully requests relief in accordance with the foregoing.

September 17, 2013

/\s/ Mark P. Stopa
Mark P. Stopa, Esquire
FBN: 550507
STOPA LAW FIRM
447 Third Ave. N., Suite 405
St. Petersburg, FL 33701
(727) 851-9551
ATTORNEY FOR PLAINTIFF
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PINELLAS COUNTY, FLORIDA

QUEST SYSTEMS, LLC, a New Mexico Limited
Company, as Trustee of the 2204 Clarine Land Trust
under trust dated 02/01/213,

Plaintiff,

v.

GARY ESPOSITO, et. al.,

Defendants.

FINAL JUDGMENT

THIS CAUSE, having come before the Court on the Motion for Final Judgment After
Default of Plaintiff, QUEST SYSTEMS, LLC, a New Mexico Limited Company, as Trustee of
the 2204 Clarine Land Trust under trust dated 02/01/213, and the Court being duly advised in the
premises, it is hereby;

ORDERED AND ADJUDGED as follows:

1. This action is an in rem proceeding to quiet title to the following property ("the
Property"): 

Lot 14, Highland Woods, according to the map or plat thereof, as recorded in Plat
Book 122, Pages 65-66 of the Public Records of Pinellas County, Florida.
More commonly known as 2204 Clarine Way N., Dunedin FL 34698.

2. Defendant, Eastern Financial Florida Credit Union, ("Eastern") was personally
served with the Summons and Complaint but failed to respond, resulting in the entry of a Clerk’s
Default.

3. In light of the Default, Plaintiff is entitled to Final Judgment against Eastern.

4. Plaintiff, Quest Systems, LLC, a New Mexico Limited Company, as Trustee of
the 2204 Clarine Land Trust under trust dated 02/01/213, is the rightful and lawful owner of the
Property, free and clear of any liens or encumbrances by Eastern (or any persons claiming by,
through, or under Eastern) and to the exclusion of any claims, liens, or mortgages of Eastern,
including but not limited to the mortgages recorded in the Official Records of Pinellas County,
Florida at OR Book, 15502, Page 1052.

5. As this lawsuit is an in rem proceeding only, the parties shall bear their own fees
and costs.

DONE AND ORDERED in Chambers in Clearwater, Pinellas County, Florida on this
25 day of October, 2013.

Honorable Pamela Campbell
Circuit Court Judge

cc: Mark P. Stopa, Esq.
Eastern Financial Florida Credit Union
Stopa Case 10: Stopa gets Deed from his own Client Harry J Ortiz Jr., Pasco Case 16CA-967

Property Address: 12515 Chenwood Ave, Hudson, FL 34669

Property Owner/Stopa client: Harry J Ortiz Jr.


Notice of Appearance: Stopa is attorney of record for client in both cases. Stopa was attorney of record in 2010 foreclosure case and filed notice of appearance in HOA foreclosure case on 6/6/2016 to defend the foreclosure even though client deeded away ownership nearly 3 months earlier to Stopa Shell Company.

Ortiz Deed Transfer to Stopa Shell LLC: On 3/4/2016, recorded in Pasco County OR Book 9332, Page 3814, Stopa client Harry J Ortiz signed over Deed to his property to Quest Systems LLC – a New Mexico llc owned and controlled directly by Mark Stopa.

Stopa Rent & Equity Skimming: After taking ownership, Stopa continued to defend in name of Harry J. Ortiz even though his former client no longer owned the property. Stopa continues to defend for his own benefit. He was able to get the first mortgage foreclosure case dismissed. It will take years for first mortgage to successfully foreclose. Property rented for $1,300 per month with estimated 22 months of rent or $28,600 to date pocketed by stopa. Estimated property may go 3-4 more years with estimated additional rents of upwards of $50k to be collected by stopa. On 8/11/2017 he filed motion for $17k in atty fees on behalf of client that hadn't been involved in case for 17 months.
<table>
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<tr>
<th>Party Name</th>
<th>Party Type</th>
<th>Attorney</th>
<th>Bar ID</th>
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<td>ORTIZ, HARRY JAMES JR</td>
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<td>STOPA, MARK P</td>
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<td>COUNTRYWIDE HOME LOANS SERVICING</td>
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<td>MENDIETA, MIRIAM L</td>
<td>888880</td>
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<td>DEFENDANT</td>
<td>STOPA, MARK P</td>
<td>550507</td>
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**Dockets**

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<td>120</td>
<td>06/28/2017</td>
<td>Motion for Attorney Fees and Costs FILED BY HARRY JAMES ORTIZ, JR</td>
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<td>07/07/2017</td>
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<td>112</td>
<td>06/28/2017</td>
<td>Request FOR TRIAL EXHIBITS FILED BY HARRY JAMES ORTIZ JR</td>
<td></td>
</tr>
</tbody>
</table>

*Stopa rented property for $1,300 month and continued to defend in name of former client for his own benefit collecting estimated 22 months of rents (over $28k) to date. Case dismissed and estimated property may go another 3-4 years of rents before foreclosure.*
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA

BANK OF AMERICA, N.A.

Plaintiff,

v.

HARRY JAMES ORTIZ, JR.,

Defendants.

Case No. 2010-CA-4033 WS

MOTION TO TAX ATTORNEYS' FEES

Defendant, HARRY JAMES ORTIZ, JR, by and through his undersigned counsel, moves this Court for entry of an Order taxing attorneys' fees in her favor, and would show:

1. Plaintiff filed suit against Defendant for mortgage foreclosure.

2. The Note and Mortgage contain a prevailing party fee provision. Pursuant to the fee-shifting provisions of Fla. Stat. 57.105, Defendant is entitled to attorneys' fees for having prevailed in this case.

3. The undersigned has incurred 43.5 hours of attorney time in defense of this case at a reasonable hourly rate of $400.00 per hour.

4. The amount of fees and the hourly rate are both reasonable, particularly since Defendant prevailed on all issues in the case.

5. In light of the foregoing, this Court should enter an Order awarding Defendant $17,400.00 in attorneys' fees plus all expenses incurred in prosecuting this Motion.

WHEREFORE Defendant respectfully request relief in accordance with the foregoing.

[Redacted]
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail to: Shaib Y Rios, Esq., FLCourtdocs@brockandscott.com, Brock and Scott, PLLC on this 11th day of August 2017.

/s/ Mark P. Stopa
Mark P. Stopa, Esquire - FBN: 550507
2202 N. Westshore Blvd. Suite 200
Tampa, Florida 33607
Telephone: (727) 851-9551
STOPA LAW FIRM
Attorney for Defendant
DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 10th day of February, 2016, by Harry J. Ortiz Jr., an unmarried man*, GRANTOR, to QUEST SYSTEMS, LLC, As Trustee for the 12515 Chenwood Ave Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N, Suite 405 St. Petersburg, FL 33701

(Witnesseth): That the Grantor, for and in consideration of the sum of $10,000 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Pasco County, Florida viz:

LOTS 261, VERANDAHS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 56, PAGE 64, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

More commonly known as 12515 Chenwood Ave., Hudson, FL 34669

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The
interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT in the EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

**Witness 1 Sign & Print:**

[Signature]

**Witness 2 Sign & Print:**

[Signature]

**GRANTOR:**

[Signature]

STATE OF FLORIDA
COUNTY OF ***

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Harry J. Ortiz Jr., who produced his driver's license as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of February, 2016.

**Notary Public**

[Signature]

My Commission Expires: 04/16/16
Stopa Case 11: Stopa gets Deed from his own Client Barbara Walton, Pasco Case 11CA-5850

Property Address: 21229 Tyrell Way, Land O Lakes, FL 34638

Property Owner/Stopa client: Barbara Walton

Mortgage Foreclosure Case: Pasco Case #: 11CA-5850, Wilmington Savings Fund v Barbara Walton et al,

Notice of Appearance: Barbara Walton and Paul Walton were divorced in 2011 and home went into foreclosure. Stopa was attorney of record for Barbara Walton and filed notice of appearance in case for Barbara Walton on 1/9/2012. No appearance was filed to represent ex husband Paul Walton. On March 14, 2016 an order granting motion to withdraw as counsel for Barbara Walton was entered. Stopa continued to defend the case under Paul Walton. Paul and Barbara Walton later separately deeded ownership of property over to Stopa shell company Quest Systems LLC.

Walton Deed Transfer to Stopa Shell LLC: On 8/23/2016, recorded in Pasco County OR Book 9416, Page 2670, Stopa client Paul Walton signed over Deed to his property to Quest Systems LLC — a New Mexico llc owned and controlled directly by Mark Stopa. On November 17, 2016, recorded in OR Book 9459, Page 83, Barbara Walton signed over Deed to Stopa shell company Quest Systems LLC

Stopa Rent & Equity Skimming: After taking ownership, Stopa continued to defend foreclosure for his own benefit in name of Paul Walton even though his former client no longer owned the property. On June 1, 2017 the case was involuntarily dismissed and on June 13, 2017, Stopa filed motion for attorney fees in the amount of $17,400 plus expenses. As of August 23, 2016 a 3rd party owned the property. The attorney representing a 3rd party is NOT entitled to attorney fees. Stopa knows this so despite Paul Walton selling the Deed on August 23, 2016, Stopa continued to defend, achieved a dismissal and then falsely sought to be paid fees on behalf of representing his client Paul Walton. It is highly suspect if Paul Walton even knew Stopa was continuing to defend the case. This property will now take years to go to foreclosure. Property is rented for $2,100 per month with an estimated 17 months of rents or $35,700 to date pocketed by stopa. Estimated property will go another 3-4 years with Stopa aggressive defense where estimated he will collect upwards of $75,000 in additional rents.
Stopa continued to defend foreclosure in Walton name for his own benefit after theydeed property away on 8/23/2016. Property rented for $2,100 per month with estimates stopa collected over $35k to date. With dismissal estimated property will go another 3-4 yrs of rents that stopa will collect. On 6/13/2017 stopa filed motion seeking $17,400 in attorney fees that he wouldn't have been able to collect had he been defending in name of his 3rd party LLC in title.
DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 11th day of October, 2016, by Barbara Walton, a Single Female, GRANTOR*, to QUEST SYSTEMS, LLC, As Trustee for the 21229 Tyrell Way Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N. Suite 405 St. Petersburg, FL 33701 (Stopa law firm address)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirns unto the Grantee all the certain land situated in Pasco County, Florida viz:

LOT 9, BLACK 4, LAKE TALIA PHASE 1, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 52, PAGE 1, INCLUSIVE, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

More commonly known as 21229 Tyrell Way, Land O Lakes, FL 34638

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons
interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in
the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and
the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no
personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust
agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an
Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the
Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in the presence of:  GRANTOR:

[Signature]

Witness 1 Sign & Print:  Barbara Walton

[Signature]

Witness 2 Sign & Print:  Krissy Rivera

STATE OF Florida

COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments,
personally appeared Barbara Walton, who produced ______________________ as identification
and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State wherefore this instrument was signed this 10th day of December, 2016.

[Signature]

[Seal]

Notary Public
Printed Name:  Chaye Rodriguez
My Commission Expires:  11/5/2019
IN THE CIRCUIT COURT OF THE SIXTH JUDICIAL CIRCUIT
IN AND FOR PASCO COUNTY, FLORIDA

BANK OF AMERICA, N.A. AS SUCCESSOR
BY MERGER TO BAC HOME LOANS
SERVICING, LP,
Plaintiff,

v.

PAUL WALTON A/K/A PAUL C. WALTON
Defendants.

Case No. 51-2011-CA-5850-ES
Division: J3

MOTION TO TAX ATTORNEYS' FEES

Defendant, PAUL WALTON A/K/A PAUL C. WALTON, by and through his
undersigned counsel, moves this Court for entry of an Order taxing attorneys' fees in her favor,
and would show:

1. Plaintiff filed suit against Defendant for mortgage foreclosure.

2. The Note and Mortgage contain a prevailing party fee provision. Pursuant to the
fee-shifting provisions of Fla. Stat. 57.105, Defendant is entitled to attorneys’ fees for having
prevailed in this case.

3. The undersigned has incurred 43.5 hours of attorney time in defense of this case
at a reasonable hourly rate of $400.00 per hour.

4. The amount of fees and the hourly rate are both reasonable, particularly since
Defendant prevailed on all issues in the case.

5. In light of the foregoing, this Court should enter an Order awarding Defendant
$17,400.00 in attorneys’ fees plus all expenses incurred in prosecuting this Motion.

WHEREFORE Defendant respectfully request relief in accordance with the foregoing.

Falsely seeking attorney fees on behalf of client who deeded property
away 8 months earlier and was no longer involved.
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via electronic mail to Robertson, Anschutz & Schneid, P.L., mail@rasflaw.com, and Udren Law at fleservice@udren.com and fleservicemolivera@udren.com on this 13th day of June, 2017.

/s/ Mark P. Stopa
Mark P. Stopa, Esquire - FBN: 550507
2202 N. Westshore Blvd. Suite 200
Tampa, Florida 33607
Telephone: (727) 851-9551
STOPA LAW FIRM
Attorney for Defendant
Stopa Case 12: Stopa gets two Deeds from own Client Ron Pownall, Pasco Case 14CA-2874

Property Address: 4417 and 4462 Rudder Way, New Port Richey, FL 34652

Property Owner/Stopa client: Ronald Pownall

Mortgage Foreclosure Case: Pasco Foreclosure Case #: 14CA-2874, Deutsche Bank v Ronald Pownall

Notice of Appearance: Stopa is attorney of record for client Ronald Pownall and filed notice of appearance in case September 17, 2014.

Pownall Deed Transfer to Stopa Shell LLC: On 1/26/2017 recorded in Pasco OR 9492, Page 511 and on 2/10/2017, recorded in Pasco County OR Book 9509, Page 16 and OR 9492, Page 511, Stopa client Ronald Pownall signed over Deed to two of his properties to Inland Assets LLC – a New Mexico LLC owned and controlled directly by Mark Stopa. On December 13, 2017, in OR Book 9648, Page 207, Mark Stopa subsequently transferred ownership from Inland Assets to another one of his New Mexico Shell companies Monteith Properties LLC.

Rent & Equity Skimming: After taking ownership, Stopa continued to defend in name of Ronald Pownall even though his former client no longer owned the property. Stopa continues to defend for his own benefit. From the docket it appears case has a lot more time. One property is rented for $1,200 per month with estimated $13,200 to date pocketed by stopa. The 2nd property is rented for $1,800 per month with estimated $21,600 to date pocketed by stopa.
Stopa continued to defend foreclosure for his own benefit in the name of his former client after client deeded property to stopa shell company 1/26/2017. Client deeded a 2nd property to Stopa. Stopa collecting rents on both properties.
DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 26th day of January, 2017, by Ronald Pownall, a single man, GRANTOR*, to Inland Assets, LLC, as Trustee for the 4417 Rudder Way Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N. Suite 405 St. Petersburg, FL 33701 (Stopa law office address)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Pasco County, Florida viz:

ALL OF LOT 58, BLOCK 1, FLORA-MAR SUBDIVISION, SECTION 17-B, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 131, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

More commonly known as 4417 Rudder Way, New Port Richey, FL 34652

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.
THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lori Hedstrom
Witness 1 Sign & Print: Lori Hedstrom

Aelys Perez
Witness 2 Sign & Print: Aelys Perez

GRANTOR:
Ronald Pownall

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Ronald Pownall, who produced FL DL as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of January, 2017.

[Signature]
Notary Public
Printed Name: Marina Farmer
My Commission Expires:

MARINA FARMER
Commission # FF 160381
Expires October 10, 2018
Bonded thru Tony Fox insurance 005-385-7913
DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 12th day of December 2017, by Inland Assets, LLC, a New Mexico LLC, as Trustee for the 4462 Rudder Way Trust GRANTOR*, whose address is 4462 Rudder Way, New Port Richey, Florida 34652 to Monteith Properties, LLC, a New Mexico LLC, as Successor Trustee for the 4462 Rudder Way Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N. Suite 409 St. Petersburg, FL 33701.

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Pasco County, Florida viz:

LOT 38, BLOCK 2, FLOR-A-MAR SECTION 17-B, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 131, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

More commonly known as 4462 Rudder Way, New Port Richey, FL 34652.

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and
the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT OF the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

INLAND ASSETS, LLC as Trustee of the
4462 Rudder Way Trust

By: Valarie Gershus
Its: Property Manager

Witness 1 Sign & Print: Miranda Page

Witness 2 Sign & Print: Heather A. Wilfong

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Valarie Gershus, who produceed as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 13th day of December, 2017.

Notary Public
Printed Name:
My Commission Expires:
Stopa Case 13: Stopa gets Deed from own Client Derek John Mercado, Pasco Case 14CA-1869

Property Address: 6211 Hallifax Dr., New Port Richey, FL 34653

Property Owner/Stopa client: Derek John Mercado

Mortgage Foreclosure Case: Pasco Case #: 14CA-1869, HSBC Bank v Derek John Mercado


Mercado Deed Transfer to Stopa Shell LLC: On 10/22/2017 recorded in Pasco County OR Book 9617, Page 318 Stopa legal client Derek John Mercado signed over Deed to his property to Monteith Properties LLC – a New Mexico LLC owned and controlled directly by Mark Stopa.

Rent & Equity Skimming: After taking ownership, Stopa continued to defend in name of Derek John Mercado even though his former client no longer owned the property. The value of the property is about $145,000. This case was an equity skim. Stopa redeemed the $77,906.49 foreclosure JDG of record realizing over $67,000 equity windfall. It appears his Client had no idea the property had that much equity.
DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 2nd day of October 2017, by Derek John Mercado, a married man, GRANTOR*, Monteith Properties, LLC, A New Mexico LLC, As Trustee for the 6211 Halifax Drive Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N, Suite 409 St. Petersburg, FL 33701 (Stopa law firm address)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Pasco County, Florida viz:

LOT 1739, COLONIAL HILLS, UNIT 23, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 17 AT PAGE 33 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

More commonly known as 6211 Halifax Drive, New Port Richey, FL 34653

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no
personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  

GRANTOR:

Witness 1 Sign & Print: Michele A. Schopp
Derek John Mercado

Witness 2 Sign & Print: Katie Fitzgerald

STATE OF Florida
COUNTY OF Pasco

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Derek John Mercado, who produced Identification and who executed the foregoing instrument and acknowledged before me they executed the same. WITNESS my hand and official seal in the County and State last above named this 2 day of September, 2017.

Ruth Corominas
Notary Public, State of Florida
Commission No. FF-13078
My comm. expires June 5, 2019
Stopa Case 14: Stopa gets Deed from own Client Randy & Andrea Ervin, Hillsborough Case 13CA-6306

Property Address: 4319 Balington Dr, Valrico, FL 33594

Property Owner/Stopa client: Randy J. Ervin and Andrea D Ervin

Mortgage Foreclosure Case: Hillsborough Case #: 13CA-6306, JP Morgan Chase v Randy J Ervin and Andrea D Ervin,

Notice of Appearance: Stopa is attorney of record for client.

Ervin Deed Transfer to Stopa Shell LLC: On 2/28/2017, Deed recorded in Hillsborough County OR Book 24801, Page 569, Stopa client Ervin transferred ownership of their property to Inland Assets LLC – a New Mexico LLC owned and controlled directly by Mark Stopa.

Rent & Equity Skimming: After taking ownership, Stopa continued to defend in name of Randy and Andrea Ervin even though his former client no longer owned the property. Property rented for $1,800 per month with estimated $19,800 to date pocketed by stopa.
DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 26th day of February 2017, by Randy J. Ervin and Andrea D. Ervin, husband and wife, GRANTOR*, to Inland Assets, LLC, As Trustee for the 4319 Balington Drive Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N. Suite 405 St. Petersburg, FL 33701

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Hillsborough County, Florida viz:

LOT 10, BLOCK 5, BUCKHORN PRESERVE-PHASE 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 91, PAGE(S) 44, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

More commonly known as 4319 Balington Drive, Valrico, Florida 33594

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons
dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

GRANTOR:

Witness 1 Sign & Print: Carolyn Johnson
Randy J. Ervin

Witness 2 Sign & Print: Lawrence Arnold
Andrea D. Ervin

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Randy J. Ervin, who produced as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of February, 2017.

Tammy N. Arnold
Commissioner # FF 000668
Expires July 20, 2017
Notary Public
Printed Name: Tammy N. Arnold
My Commission Expires: 07-20-2017

STATE OF Florida
COUNTY OF Hillsborough

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Andrea D. Ervin, who produced as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of February, 2017.

Tammy N. Arnold
Commissioner # FF 000668
Expires July 20, 2017
Notary Public
Printed Name: Tammy N. Arnold
My Commission Expires: 07-20-2017
Stopa Case 15: Stopa gets Deed from own Client Karen Arca, Pasco Case 16CA-666

Property Address: 36147 Serbia Spruce Dr., Dade City, FL 33525

Property Owner/Stopa client: Karen S. Arca

Mortgage Foreclosure Case: Pasco Case #: 16CA-666, Wells Fargo Bank v Karen Arca

Notice of Appearance: Stopa is attorney of record for client.

ARCA Deed Transfer to Stopa Shell LLC: On 6/28/2016, Deed recorded in Pasco County OR Book 9390, Page 3575, Stopa client Arca transferred ownership of her property to Stone Creek Investment Trust a dba of Florida LLC Stone Creek Investment Properties managed by Stopa employee David Weintraub.

Rent & Equity Skimming: After taking ownership, Stopa continued to defend in name of Karen Arca even though his former client no longer owned the property. Property rented for $1,300 per month with estimated $23,400 to date pocketed by stopa. From docket case has long way to go. With Stopa aggressive defense, estimated will continue to collect rents for next 2 yrs + before going to foreclosure.
**Party Names:**
- BABB, LINDA H
- ARCA, KAREN
- PINES HOMEOWNERS ASSOCIATION I
- ARCA, KAREN S
- WELLS FARGO BANK NA

**Attorneys:**
- STOPA, MARK P.
- MELTON, HOWELL WEBSTER
- PRITCHARD, EDWARD BROWN

**Dockets:**
- **AGREED Order ON DEFENDANTS' MOTION FOR OUT OF STATE COMMISSION AND PLAINTIFF'S MOTION FOR PROTECTIVE ORDER AS TO DEPOSITION OF NON-PARTY, NON-RESIDENT, JOAN MILLS**
- **Notice Of Cancellation OF HEARING 042817**
- **Notice Of Hearing 042817 AT 1:00 PM**
- **Notice Of Appearance AND DESIGNATION OF EMAIL ADDRESSES AS CO COUNSEL OBO PLTF**
- **Motion For Protective Order FILED BY PLTF**
- **Notice Of Hearing 020817**
- **Notice Of Cancellation OF HEARING 020817**
- **Notice Of Service FILED BY PLTF**
- **Motion FOR OUT OF STATE COMMISSION, FILED BY WILLIAM C KAREN ARCA**
- **Motion To Set Aside TECHNICAL ADMISSIONS FILED BY KAREN ARCA**

**Additional Information:**
- Former client Karen Arca deeded property to Stopa Shell company Stonecreek on 6/28/2016

**Stopa still defending**
Stopa client Pasco Case 16CA-666 deeds to Stopa shell company headed up by Stopa employee David Weintraub

DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 28th day of June, 2016, by Karen S. Arca, an unmarried woman, GRANTOR, to Stone Creek Investment Trust, with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 7732 N. Mobleve Rd., Odessa, FL 33556.

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Pasco County, Florida viz:

LOT 32, OF THE PINES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED BOOK 42, AT PAGE 35, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA. TOGETHER WITH THAT CERTAIN MOBILE HOME LOCATED THEREON, WITH SERIAL NUMBERS C1610188RA AND C1610188RB

AKA: 36147 SERBIA SPRUCE DRIVE, DADE CITY, FL 33525

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.
IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
Witness 1 Sign & Print: [Signature]

[Signature]
Witness 2 Sign & Print: [Signature]

STATE OF Florida
COUNTY OF Pasco

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Karen S. Arca, who produced Florida Driver License as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28 day of March, 2016.

[Signature]
Notary Public
Printed Name: [Signature]
My Commission Expires: 10/20/2019
VALUE OF REAL PROPERTY OR MORTGAGE FORECLOSURE CLAIM

The form below has been designed to assist with the calculation requirements of s. 28.241 (1)(a)2.a., F.S., regarding mortgage foreclosure graduated filing fees, based on the estimated value of the claim and includes the required fees for mediation, education and additional defendants. (See chart below)

Date: February 22, 2016 Case Number:

Plaintiff(s): WELLS FARGO BANK, N.A

Defendant(s): KAREN ARCA A/K/A KAREN S. ARCA, THE PINES HOMEOWNERS ASSOCIATION, INC.

1. $93,006.77 Principal due on the note

2. $____________ Interest owed on the note

3. $____________ Total advances owed on the note including
   $____________ Property Taxes
   $____________ Insurance
   $____________ Other advances

   (The total of these three categories provides the amount for line 3.)

4. ______________ Value of Tax Certificates relating to mortgage

5. $93,006.77 TOTAL ESTIMATED VALUE OF CLAIM

   (Add lines 1 - 4 to get the total for line 5)


GRADUATED FILING FEES BASED ON THE VALUE OF THE CLAIM

$400 Value less than or equal to $50,000 with 5 defendants or less

$905 Value greater than $50,000 but less than $250,000 with 5 defendants or less

$1,905 Value $250,000 or greater with 5 defendants or less

$2.50 Additional fee for each defendant over 5

$0 doc stamps paid on deed. Intentionally failed to pay proper doc stamps per Fla Stat 201.02 = $651.05
David Weintraub is Stopa employee assisting Stopa in the acquisition of Deeds from Stopa former legal clients under shell company StoneCreek Investments without the clients knowledge.
Detail by Entity Name
Florida Limited Liability Company
STONE CREEK INVESTMENT PROPERTIES, LLC.

Filing Information
Document Number: L1700157886
FEIN/IEIN Number: NONE
Date Filed: 08/07/2017
Effective Date: 08/07/2017
State: FL
Status: ACTIVE

Principal Address
1122 KNOLLWOOD DR
SAFETY HARBOR, FL 34695

Mailing Address
1122 KNOLLWOOD DR
SAFETY HARBOR, FL 34695

Registered Agent Name & Address
CASE, KENNETH
11373 COUNTRYWAY BLVD.
TAMPA, FL 33626

Authorized Person(s) Detail
Name & Address
Title: MGR

WEINTRAUB, DAVID
1122 KNOLLWOOD DR
SAFETY HARBOR, FL 34695

Annual Reports
No Annual Reports Filed

Document Images
08/07/2017 - Florida Limited Liability
View Image in PDF format

STOPA employee
David Weintraub
Stopa Case 16: Stopa gets Deed from own Client John D Foster, Pinellas Case 16-3325-CI

Property Address: 1122 Knollwood Dr., Safety Harbor, FL 34695

Property Owner/Stopa client: John D Foster

Mortgage Foreclosure Case: Pinellas Case #: 16-3325-CI, BONY Mellon v John D Foster

Notice of Appearance: Stopa is attorney of record for client.

ARCA Deed Transfer to Stopa Shell LLC: On 6/10/2016, Deed recorded in Pinellas County OR Book 19357, Page 1078, Stopa client FOSTER transferred ownership of property to Stone Creek Investment Trust a dba of Florida LLC Stone Creek Investment Properties LLC managed by Stopa employee David Weintraub.

Rent & Equity Skimming: After taking ownership, Stopa continued to defend in name of John Foster even though his former client no longer owned the property. Stopa employee David Weintraub moved into this property as can be verified from Sunbiz.org filing for Stone Creek Investment Properties LLC.
Client Foster deeded to Stopa shell 6/10/2016 and Stopa still defending for his own financial benefit to delay foreclosure to continue collecting rents.
Mark Stopa Legal Client  Pinellas Case 16-3325  Deeded property to Stopa Shell Company headed by employee David Weintraub

DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 10th day of June, 2016, by John D. Foster, GRANTOR, to Stone Creek Investment Trust, with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 7732 N. Mobley Rd., Odessa, FL 33556.

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Pinellas County, Florida viz:

LOT 15, PHILLIPPE WOODS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 90, PAGES 76 AND 77, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA

More commonly known as 1122 Knollwood Dr., Safety Harbor, FL 34695-4406

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record, or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the right, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE CASE OF the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.
IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  

GRANTOR:

Lori Perrotti

Witness 1 Sign & Print:  

John D. Foster

Witness 2 Sign & Print:

Alvaro K. Wilson

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared John D. Foster, who produced F.I.D.L. as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June, 2016.

LORI PERROTTI  
Commission # F5-13455  
My Commission Expires: May 01, 2017  
Notary Public  
Printed Name: Lori Perrotti  
My Commission Expires: May 01, 2017

UNEDITED COPY
VALUE OF REAL PROPERTY OR MORTGAGE FORECLOSURE CLAIM

The form below has been designed to assist with the calculation requirements of s. 28.241 (1)(a)2.a., F.S., regarding mortgage foreclosure graduated filing fees, based on the estimated value of the claim and includes the required fees for mediation, education and additional defendants. (See chart below)

Case Number:


Defendant(s): John D. Foster

1. $209,086.23 Principal due on the note
2. $84,491.47 Interest owed on the note
3. $293,577.70 Total advances owed on the note including
   $ - Property Taxes
   $ - Insurance
   $ - Other Advances

(The total of these three categories provides the amount for line 3.)

4. $293,577.70 Value of Tax Certificates relating to mortgage
5. $293,577.70 TOTAL ESTIMATED VALUE OF CLAIM

(Add lines 1-4 to get the total for line 5.)

Submitter: FBN 722901

(Please Print) Name, Title and Company

<table>
<thead>
<tr>
<th>GRADUATED FILING FEES BASED ON THE VALUE OF THE CLAIM $400</th>
<th>Value less than or equal to $50,000 with 5 defendants or less</th>
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<tr>
<td>$905</td>
<td>Value greater than $50,000 but less than $250,000 with 5 defendants or less</td>
</tr>
<tr>
<td>$1,905</td>
<td>Value $250,000 or greater with 5 defendants or less</td>
</tr>
<tr>
<td>$2.50</td>
<td>Additional fee for each defendant over 5</td>
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Doc stamps paid on Foster Deed $0.70. Intentionally failed to pay proper doc stamps on unsatisfied mortgage of record per Fla Stat 201.02 = $1,463.60
David Weintraub is Stopa employee assisting Stopa in the acquisition of Deeds from Stopa former legal clients under shell company StoneCreek Investments without the clients knowledge.
WHOIS search results

Domain Name: STAYINMYHOME.COM
Registry Domain ID: 1550722444_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2017-03-22T16:33:49Z
Creation Date: 2009-03-31T19:23:12Z
Registrar Registration Expiration Date: 2020-03-31T19:23:12Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited http://www.icann.org/epp#clientDeleteProhibited
Registry Registrant ID:
Registrant Name: David Weintraub
Registrant Organization:
Registrant Street: 7732 N. Mobley Rd.
Registrant City: Odessa
Registrant State/Province: Florida
Registrant Postal Code: 33556
Registrant Country: US
Registrant Phone: +1.2402600
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: chris@therapidfix.com
Registry Admin ID:
Admin Name: David Weintraub
Admin Organization:
Admin Street: 7732 N. Mobley Rd.
Admin City: Odessa
Admin State/Province: Florida
Admin Postal Code: 33556
Admin Country: US
Admin Phone: +1.2402600
Admin Phone Ext:
URL of the ICANN WHOIS Data Problem Reporting System: http://wdprs.internic.net/
>>> Last update of WHOIS database: 2018-01-11T23:00:00Z <<<

David Weintraub
Mark Stopa Employee
<table>
<thead>
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<th>Name of Entity</th>
<th>David Weintraub</th>
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<td></td>
<td>SAFETY HARBOR, FL 34695</td>
</tr>
<tr>
<td>Registered Agent</td>
<td>KENNETH CASE</td>
</tr>
<tr>
<td>Address</td>
<td>11975 COUNTRYWAY BLVD</td>
</tr>
<tr>
<td></td>
<td>TAMPA, FL 33635</td>
</tr>
<tr>
<td>Authorized Person</td>
<td>David Weintraub</td>
</tr>
<tr>
<td>Address</td>
<td>1127 NOLLYWOOD DR</td>
</tr>
<tr>
<td></td>
<td>SAFETY HARBOR, FL 34695</td>
</tr>
</tbody>
</table>
!!! WARNING - BEWARE OF ATTORNEY MARK STOPA !!!
DO NOT HIRE HIM TO DEFEND YOUR FORECLOSURE. HE IS A CON-MAN FRAUD AND WILL TRY TO STEAL YOUR HOUSE.

ARE YOU A FORMER CLIENT WHO LOST THEIR HOME TO FORECLOSURE AFTER HIRING MARK STOPA? SEND YOUR STORY TO THE FLORIDA BAR
https://www.floridabar.org/public/acap/

Here is the tragic story of a friend of mine. He is an elderly 74-year-old retiree on a reverse mortgage who called Mark Stopa after the bank filed foreclosure against him in 2014. Fortunately he figured out that Stopa was trying to steal over $200,000 of the equity in his home and fired him before it was too late and he was able to save his home.

Mark Stopa attempts to steal over $200,000 in equity on a reverse mortgage foreclosure from his own elderly 74-year-old client Charles Patsch using his “alter ego” shell company Ziferryn Ventures LLC.

Client victim info:

Charles Alan Patsch – 74 years old
1705 Floyd St.
Sarasota, FL 34239 (property value approx. $800,000)

Sarasota County Foreclosure Case 14CA7252

Mark Stopa Scheme to Steal $200,000 from his own law firm client:

On July 6, 2017, in Sarasota County Official Records instrument # 2017084571, Stopa deceived his own law client Charles Patsch into signing an “Agreement Regarding Property” drafted by Mark Stopa where Stopa induced Patsch to “split the PROFITS” to his own home with a mysterious “investor” sourced by Stopa.

Unknown to Patsch at the time, the investor Ziferryn Ventures LLC – was actually a shell company owned and controlled by Mark Stopa and used by Stopa as his “alter ego” in order to conceal his unethical and fraudulent activity with his own clients.
The agreement was signed by a Valarie Gerbus purporting to be an arms-length investor and manager of Zijerlyn Ventures LLC. Valarie Gerbus is actually a paralegal employee of Stopa Law Firm. Valarie Gerbus signature was notarized by a Heather Wilfong - who is also a paralegal employee of Stopa Law Firm. (see attached LinkedIn profiles). Stopa is using his office employees to assist him in his scheme to defraud his own law clients. The whole office is corrupt and can’t be trusted.

Per the complaint filed in Sarasota county case 14CA-7252, as of December 19, 2014 – Stopa client Charles Patsch owed $288,230.91 principal on a Home Equity Conversion Mortgage (Reverse Mortgage) where the actual property value at the time exceeded $300,000. Patsch actually had well over $500,000 in equity at the time the foreclosure was filed but of record it appeared as if Patsch had negative equity as there were two mortgages recorded for a total face amount of $1,008,300.

The original mortgage recorded May 6, 2008, instrument # 2008061904 was a Home Equity Conversion Mortgage (Reverse Mortgage) and listed a maximum principal amount of $504,150. Since this amount was to be paid out to the mortgagee Patsch over a number of years, it was not what was actually owed on the property. It was a maximum payout amount set by the lender in advance.

Since Reverse Mortgages are also guaranteed by HUD, there was a second “placeholder” mortgage recorded per HUD guidelines from Charles Patsch to the Secretary of Housing and Urban Development, recorded May 6, 2008, instrument number 2008061905 for the same amount of the first mortgage - $504,150. This second mortgage is NOT additional consideration. It is recorded only to secure HUD’s position in the event HUD should have to step in and guarantee the reverse mortgage on behalf of the first mortgage lender James B Nutter & Company.

Charles Patsch is a 74-year-old elderly retiree on a fixed income. His reverse mortgage lender accelerated Patsch’s mortgage and filed foreclosure because Patsch defaulted on the terms of the mortgage by failing to pay his taxes and insurance. Patsch failed to pay the taxes and insurance because he was having financial difficulties. Patsch contacted Mark Stopa for help regarding the foreclosure. He almost lost his home and all his equity.

Stopa intentions are highly suspect in this case. Any competent attorney reviewing the complaint should have known the second HUD mortgage was just a placeholder and that Patsch actually had substantial equity – well over $500,000 - at the time the foreclosure complaint was filed. Stopa rightly should have advised Patsch to simply try to cure the default or just sell the property and cash out his remaining equity. Instead Stopa saw Patsch as a target and it is believed Stopa recognized a potential windfall opportunity for himself and devised a scheme to steal Patsch’s equity in the property.

Stopa accepted the case and defended the foreclosure for over two years despite the fact that according to Stopa own words in the “Agreement Regarding Property” - “due to his financial circumstances” Patsch was “unable to pay Stopa” (see Agreement Regarding Property).

Yet despite not being paid “Stopa continued representing Patsch in the Lawsuit”.

The $500,000 question is WHY would Stopa do this? The answer is Patsch’s $500,000 in equity. It is believed Stopa recognized Patsch as a vulnerable, elderly retiree with financial difficulties and rather than give him proper advice, Stopa devised a scheme to string Patsch along over a few years in order to place
Patsch into a situation where he would be pressured into eventually selling the property to a Stopa owned shell company.

Stopa continued to defend the foreclosure and at trial, on behalf of his client, consented to a final judgment of foreclosure recorded June 12, 2017, instrument # 2017073361 in the total amount due of $306,438.77 with the foreclosure auction set for October 12, 2017.

Stopa misrepresented the facts to his client Patsch stating that he “convinced the lender James B Nutter & Company” to release the 2nd mortgage bearing the face amount of $504,150.00 if Patsch consented to a final judgment of foreclosure. The second mortgage to HUD was only a placeholder mortgage which any idiot knows would have been released anyway with the payment to the first mortgage of the judgment amount of $306,438.77.

Stopa knew this yet in his delusion of grandeur acted as if he accomplished some incredible feat of lawyering on behalf of his client Patsch. It is believed Stopa wanted a judgment of foreclosure to be entered in order to put time pressure on Patsch to have to sell the property fast where Stopa would then magically appear with one of his shell companies to buy the property at a large discount in order to skim his own client’s equity.

On the day the foreclosure Judgment was entered June 12, 2017, Patsch had 4 months to sell his property with over $500,000 in estimated equity. Rather than counsel his client to place the property on the market for sale and find a true bona fide purchaser for value in order to cash out his equity, Stopa deceived Patsch into signing an “Agreement Regarding Property” on June 20, 2017.

Under this agreement drafted by Mark Stopa, Patsch would split the profits 50-50 in the sale of his property in return for (Stopa owned shell company) Ziferryn Ventures LLC paying off the foreclosure judgment of $306,438.77. Stopa recorded this agreement in the official records to further encumber the title to the property in order to prevent Patsch from selling the property on his own without Stopa.

It is estimated Patsch’s property had over $500,000 in equity and the agreement as drafted would entitle Stopa to receive 50% of the profits (in excess of $200,000 plus back attorney fees and costs) all for making what was to be really nothing more than a “foreclosure rescue predatory loan” to his own elderly client in the amount of $306,438.77.

At best this agreement drafted by Stopa was nothing more than thinly veiled criminal usury through a predatory usurious loan to rescue an elderly homeowner from foreclosure at a calculated rate (based on the proposed profit return) exceeding 65% interest in violation of Fla Stat 687.071.

At worst, this agreement drafted by Stopa was an equity skimming felony grand theft scheme meant to defraud his own legal client and 74-year-old elderly retiree and steal over $200,000 in equity in violation of Fla Stat 501.1377.

The whole reason for 687.071 and 501.1377 is to protect distressed homeowners like Charles Patsch from financial predators like STOPA who would seek to take advantage of a distressed and desperate homeowner. It is a criminal act for anyone to engage in this type of activity and even more damning when perpetrated by a licensed Florida attorney against one of his own clients.
It is also worth emphasizing that Patsch achieved nothing by Stopa defending the foreclosure for two and half years. In fact it is estimated the bad advice provided by Stopa cost Patsch over $50,000 in additional and unnecessary default interest, foreclosure fees, costs and attorney fees – all for Stopa delaying the foreclosure 2.5 years. All of those added costs were unnecessary and could have been avoided with proper legal advice.

Truth is Patsch did not need Mark Stopa to help him. All Charles Patsch needed back in 2015 was a realtor. Any competent, honest and ethical attorney would have recognized that Patsch had over $500,000 in equity and just needed to sell the home to avoid foreclosure and incurring additional and unnecessary default interest and attorney fees. Instead of providing honest and ethical legal advice to his client, Stopa acted against the interests of his client to improperly advise his client to defend and delay the foreclosure for over two years.

There was absolutely no reason to drag out the foreclosure defense. It is believed Stopa did this solely to “control” the property and eventually lead his client Patsch into a situation where he would run out of time and options and become desperate having to sell fast to avoid foreclosure. At which point Stopa would be there with one of his shell companies to buy his own client’s home at a big discount to steal his equity.

Fortunately Charles Patsch figured out what Stopa was trying to do, fired Stopa and hired a new attorney David W Smith to help him.

Patsch also registered the domain name and created a website at www.markpstopa.com in order to expose what Stopa did to him. On the website, Patsch accused Stopa of elder abuse and civil theft and threatened to expose everything. (see attached)

After Stopa was fired, the agreement was rescinded and a release of the fraudulent agreement was recorded in Sarasota county official records on January 5, 2018, instrument # 2018002287. The website was also taken offline.

The fact that Stopa was caught and the agreement was released does not excuse the criminal intention of Stopa to commit the crime. Had Patsch not figured out the fraud, Stopa would have paid the Judgment thereby locking in his right to collect 50% of the profit on the sale of the home thereby stealing half of the equity on his own client’s home.

So much for fighting for homeowners, giving away free houses and handing out $100 bills to homeless people sleeping in the park.

How many honest ethical attorneys do you know that give away free houses and hand out $100 bills to homeless people and then call the local news to come do a story about them so they can get publicity?

I mean really?

This is what con men do. Stopa is nothing but a greedy con man who will steal your house. Is this the kind of attorney you want defending your foreclosure? If you lost your home after hiring Mark Stopa you are not alone. There are literally thousands of homeowners throughout Florida that were promised Mark Stopa would save their home only to find out that after years of paying his fees – they lost their home anyway and were left only with being homeless, broke, bad credit and banks chasing them for deficiency judgments.
The truly sad part is over the last few years banks have approved tens of thousands of loan modifications where thousands of homeowners actually saved their homes. Every foreclosure attorney in Florida would gladly negotiate a loan modification for their client — except Stopa. Mark Stopa would never do a loan modification for his clients because that would be the end of his monthly client cash flow. He preferred to keep delaying the foreclosure to keep billing you and collecting attorney fees and costs. So if you lost your home how does that make you feel now? How does it make you feel that you might have been able to actually save your home if you hadn’t hired Mark Stopa?

If you were wronged - send your story to the Florida Bar at [https://www.floridabar.org/public/acap/](https://www.floridabar.org/public/acap/) They are currently investigating Mark Stopa for these abuses and would love to hear your story to shut this criminal con man down.
AGREEMENT REGARDING PROPERTY

Charles Alan Patsch ("Patsch"), and Ziferryn Ventures, LLC, a New Mexico LLC, as Trustee of the 1705 Floyd Street Land Trust ("Ziferryn") hereby reach the following agreement regarding the residential property (the "Property") identified as:

Lots 11 and 12, Block B, MATHENY'S SUBDIVISION, along with the Easterly 7.5 feet of vacated alley lying adjacent to and immediately West of Lot 12, Block B, MATHENY'S SUBDIVISION according to the plat thereof, as recorded in Plat Book 1, page 17 of the Public Records of Sarasota County, Florida.

Also known as: 1705 Floyd Street, Sarasota, FL 34239

Preamble; Purpose
Patsch is the owner of the Property, which is encumbered by two mortgages. The First Mortgage was recorded on May 6, 2008 in the Sarasota County Official Records at Instrument Number 2008061904. The Second Mortgage was recorded on May 6, 2008 in the Sarasota County Official Records at Instrument Number 2008061905.

Patsch has been struggling through difficult financial circumstances, which caused him to default on both mortgages. The First Mortgage filed a foreclosure lawsuit in Sarasota County Case No. 2014-CA-7252-NC ("the Lawsuit"). Mark P. Stopa, Esq. and Stopa Law Firm, P.A. ("Stopa") have been acting as counsel for Patsch in the Lawsuit since 2014. Due to his financial circumstances, Patsch has been unable to pay Stopa any attorney's fees except for an initial retainer of $1,575, yet Stopa has continued representing Patsch in the Lawsuit.

On June 12, 2017, the Lawsuit proceeded to trial. Stopa appeared at trial on Patsch's behalf. As trial was set to begin, Stopa convinced the lender, James B. Nutter & Company ("Nutter"), to release the second mortgage – bearing a face amount of $504,150.00, if Patsch consented to judgment on the First Mortgage. Stopa's thought process in this regard was that the Property was worth more – probably much more – than the amount owed on the First Mortgage, so if the Second Mortgage were to be released, Patsch would have equity in the Property and be able to make money.

Patsch was on board with this thought process, and Nutter agreed to it as well. As a result, the Lawsuit settled by Nutter obtaining a Final Judgment of Foreclosure in the amount of $306,438.77, a sale date set for October 10, 2017, and Nutter agreeing to record a release of the Second Mortgage within 30 days.

As a result of the foregoing, Patsch is now in a position to sell the Property and make a profit. However, he must pay the $306,438.77 (plus costs and taxes) from the proceeds of the Final Judgment) before the scheduled sale on October 10, 2017. Patsch lacks the money to pay this amount himself.
In light of what has transpired to date, Patsch desires to partner with Ziferryn (an investor to the table for this transaction by Stopa) on the following terms and conditions:

1. Ziferryn shall pay the Final Judgment in full, *i.e.* the entire $306,438.77 plus statutory interest ("the Purchase Price") as soon as possible and, at the very latest, prior to the October 10, 2017 sale.

2. Ziferryn and Patsch agree to sell the Property as soon as possible and to divide the proceeds of the sale on the following terms:

   A. Ziferryn shall recoup the Purchase Price
   B. Ziferryn and Patsch shall divide the net proceeds after the sale of the Property, 50/50.

As part and parcel of this agreement, Ziferryn shall pay all outstanding attorney’s fees to Stopa in connection with the Lawsuit, such that Patsch shall owe Stopa nothing.

3. Title to the Property shall remain in Patsch’s name, but this Agreement may be recorded in the Sarasota County Official Records to protect Ziferryn’s interest in the Property.

By:

Charles Patsch

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments (personally, appeared Charles Patsch, who is personally known to me or who have produced as identification and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS my hand and official seal this 20th day of June, 2017.

Prepared by and return to:

Ziferryn Ventures, LLC, a New Mexico LLC,
As Trustee of the 1250 Floyd Street Land Trust

By: Valarie Gerbus, Manager

Notary Public
Print Name Jennifer Poppen
My commission expires:

Jennifer Poppen
State of Florida
My Commission Expires 09/23/2017
Commission No. FF 58661

Page 2 of 3
STATE OF FLORIDA
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally, appeared

Valerie Bensus who is personally known to me or who has produced as identification and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS my hand and official seal this 16th day of July, 2017.

Heather A. Wilford
Notary Public
Print Name: Heather A. Wilford
My commission expires:
Valarie Gerbus
Paralegal at Law Office
STOPA LAW FIRM • Pasco Hernando Community College
Tampa/St. Petersburg, Florida Area • 13 yrs

Experience

Property Manager
STOPA LAW FIRM
Mar 2017 – Present • 1 yr
Tampa/St. Petersburg, Florida Area

Paralegal
Law Office of Patricia Carroll
May 2012 – Jul 2015 • 3 yrs 3 mos
Dade City, FL

Education

Pasco Hernando Community College
2010 – 2012
Heather Wilfong
Paralegal at STOPA LAW FIRM
STOPA LAW FIRM • St. Petersburg College
Tampa/St. Petersburg, Florida Area • 103 &

Experience

Paralegal
STOPA LAW FIRM
Mar 2015 – Present • 3 yrs
Tampa/St. Petersburg, Florida Area

Legal Assistant
Smolker, Bartlett, Schlosser, Loeb & Hinds, P.A.
Apr 2008 – Feb 2016 • 6 yrs 11 mos

Legal Assistant
Ruden McClosky
Nov 2006 – Apr 2008 • 1 yr 6 mos

Legal Assistant
Law Offices of Battaglia, Ross, Dicus & Wein
Oct 1999 – Nov 2006 • 7 yrs 2 mos
St. Petersburg, Florida

Legal Assistant
Akerman Senterfitt
Feb 1998 – Oct 1999 • 1 yr 9 mos
Orlando, Florida

Show more

Education

St. Petersburg College
SPC
1994 – 1996

Osceola High School
1990 – 1994
FACTUAL INFORMATION REGARD ATTORNEY STOPA COMING SOON

www.MarkPStopa.com

Beware this Attorney

Self Dealing at the expense of his client by an attorney is a despicable practice.

This website is dedicated to expose Mark P Stopa's clever plan to essentially steal more than $200,000 of the equity in my home.

Elder abuse and Civil Theft will be only two of the charges against him.

It would appear he's doing this throughout the state with other unsuspecting victims.

Thankfully, I caught him just before he succeeded. I fired and replaced him just in time.

Clear and compelling evidence will be posted here for all of Florida to see.

Those of you that have hired him to protect their interests in a mortgage foreclosure take special notice of his actions.

More will follow soon!

Mr. Stopa, rescind the fraudulent Ziferryn AGREEMENT REGARDING (my) PROPERTY NOW! I guarantee you this will end badly if you don't.
If you’re not already aware of the Stopa alter ego shell company, Ziferryn Ventures LLC see attached info. The Stopa client Charles Patsch / Ziferryn Ventures LLC case in Sarasota county 14CA-7252, is a real doozy. Almost unbelievable if not all recorded of record. See details below and attached supporting documents.

Ziferryn Ventures cases are:

1. Stopa client Rosanna Monteiro-Kamel, Orange county foreclosure case 16CA-4184 Deeds Property at 8172 Via Rosa, Orlando, FL 32836 to Stopa alter ego shell company Ziferryn Ventures LLC.

Same pattern with this case. Apparently, client Monteiro becomes tired of paying to defend her foreclosure and Stopa conveniently arrangements for her to deed her property to his alter ego shell company Ziferryn Ventures LLC recorded in Orange official records instrument # 20170411414 on July 14, 2017. Stopa continues defending case in name of former client for his own benefit.

This is a luxury property and Stopa currently has listed for rent for $3,200 per month which he intends to pocket while he delays the foreclosure as long as possible. It also appears he gained an equity windfall as the property is worth approximately $725,000 and the complaint lists amount due to first mortgage lender of $595k. Property is listed by Realtor Francisco Orchilles with Lakeside Realty Windermere 407-925-4552. An owner would need to sign a listing agreement so I’m sure realtor could provide further details about the wizard behind the curtain.
DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this _____ day of June 2017, by Rosana Monteiro, a single woman, GRANTOR*, to Ziferyn Ventures LLC, A New Mexico LLC, As Trustee for the 8172 Via Rosa Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEES, whose address is 447 3rd Ave N. Suite 409 St. Petersburg, FL 33701

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys and confirms unto the Grantee all the certain land situated in Orange County, Florida viz:

LOT 50, MIRABELLA AT VIZCAYA PHASE THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62, PAGES 32 THROUGH 35, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

More commonly known as 8172 Via Rosa, Orlando, FL 32836

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantee with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whosoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and
the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:  
[Signature]

Witness 1 Sign & Print:  
[Signature]  
Rosana Monteiro

Witness 2 Sign & Print:  
[Signature]

STATE OF  
COUNTY OF  Orange

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Rosana Monteiro, who produced ___________________________ as identification and who executed the foregoing instrument and acknowledged before me they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this ___________ day of June, 2017.

[Signature]

Notary Public  
Printed Name:  Zeenat Shafaat  
My Commission Expires: July 18, 2020
2. Stopa client Ping Xu, Pinellas county foreclosure case 14-5656-ci Deeds property at 12033 Gandy Blvd, Unit 175, St Petersburg, FL 33702 to Stopa alter ego shell company Ziferryn Ventures LLC.

Same pattern again. Stopa gets foreclosure case dismissed and arranges for client to deed property to his alter ego shell company Ziferryn Ventures recorded August 20, 2017 in Pinellas OR book 19758, Page 1484. Rent estimate on this one is over $2,000 a month so with no active case Stopa will be skimming rents for a very long time. Appears also a bit of equity on this one. Value is approximately $350k with amount due of $279k per complaint.
DEUTSCHE BANK NATIONAL TRUST COMPANY vs. PING XU, et al

DEFENDANT
ANY AND ALL UNKNOWN PARTIES

DEFENDANT
GRANDE VERHANDES ON THE BAY OWNERS ASSOCIATION INC

9887 FOURTH STREET NORTH
STE 301
ST. PETERSBURG, FL 33702

DEFENDANT
UNKNOWN PARTY 1
12033 GANDY BLVD BLVD
UNIT 175
ST. PETERSBURG, FL 33702

DEFENDANT
UNKNOWN PARTY 2
12033 GANDY BLVD BLVD
UNIT 175
ST. PETERSBURG, FL 33702

DEFENDANT
UNKNOWN PARTY 3
12033 GANDY BLVD BLVD
UNIT 175
ST. PETERSBURG, FL 33702

DEFENDANT
UNKNOWN PARTY 4
12033 GANDY BLVD BLVD
UNIT 175
ST. PETERSBURG, FL 33702

DEFENDANT
XU, PING
C/O CHRISTOPHER HIXSON
13272 112TH STREET NORTH
LARGO, FL 33778

ATTORNEYS
JAREMY J SHELTON
WETHERINGTON HAMILTON PA
PO BOX 172277
TAMPA, FL 33672-0727
613-225-1916(W)

BRUCE A. RODGERS
BUSINESS LAW GROUP PA
301 W. PLATT ST. STE 375
TAMPA, FL 33606
613-258-8506(W)

MARK P STOPA
STOPA LAW FIRM
2202 N WESTSHORE BLVD STE 200
TAMPA, FL 33607
727-851-9661(W)

VERNON A WOODSON
ALBERTALE LAW
PO BOX 23028
TAMPA, FL 33923
813-221-4743(W)

DEUTSCHE BANK NATIONAL TRUST COMPANY

P.O. BOX 23028
TAMPA, FL 33623

EVENTS & ORDERS OF THE COURT

OTHER EVENTS AND HEARINGS
03/06/2017
RESPONSE TO REQUEST FOR PRODUCTION
02/16/2017
RETURNED ORIGINAL LOAN DOCUMENTS
02/14/2017
ATTORNEY COVER LETTER
02/14/2017
ORDER GRANTING
PLTFS MOTION TO REOPEN CASE FOR LIMITED PURPOSE OF EXTRACTING ORIGINAL NOTE / FOR CLERK TO RETURN ORIGINAL LOAN DOCUMENTS
DEED TO TRUSTEE

THIS DEED TO TRUSTEE made this 20th day of August 2017, by Ping Xu, A single woman, GRANTOR*, to Ziferyn Ventures LLC, A New Mexico LLC, As Trustee for the 12033 Gandy Blvd Unit 175 Trust with full power and authority, to protect, conserve, sell, lease, encumber or otherwise manage and dispose of said property pursuant to Florida Statute 689.071, GRANTEE, whose address is 447 3rd Ave N, Suite 409 St. Petersburg, FL 33701

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confims unto the Grantee all the certain land situated in Pinellas County, Florida viz:

CONDOMINIUM PARCEL: UNIT 175, (PHASE 1), THE GRANDE VERANDAHS ON THE BAY, A CONDOMINIUM, ACCORDING TO THE PLAT THEREOF RECORDED IN CONDOMINIUM PLAT BOOK 132, PAGES 63 TO 74 INCL.; AND BEING FURTHER DESCRIBED IN THAT CERTAIN DELCARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORDS BOOK 13649, PAGE 1918, PUBLIC RECORDS OF PINELAS COUNTY, FLORIDA.

More commonly known as 12033 Gandy Blvd Unit 175, St. Petersburg, FL 33702

The above-described property is not the homestead property of the Grantor.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land as-is, subject to all accrued and accruing taxes and assessments, and all liens, encumbrances, covenants, conditions, restrictions and actions of record or otherwise, except nothing herein shall operate to re-impose same. The Grantee and its successors, and/or assigns shall have the benefit of and Grantor does hereby assign unto Grantee any defense available to the Grantor, debtor or to the debtor's bankruptcy estate as against any entity other than the estate, including statutes of limitation, statutes of frauds, usury, standing, negotiability, conditions precedent to foreclosure and all other personal defenses. The intent of the Grantor shall include the rights of the Grantor with respect to any rights the Grantor has. A waiver of any such defense by the Grantor, debtor, or by the estate after the date of this Trustee's Deed does not bind the Grantee or its successors or assigns. The Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever.

THE INTERESTS of the beneficiaries under said Trust is personal property. Persons
dealing with Trustee are not obligated to look to the application of purchase monies. The interest of the beneficiaries is solely in the rights, proceeds and avails of Trust Property, not in the title, legal or equitable, of said real estate. The liability of the Trustee under this Deed and the trust Agreement is limited to the assets of the trust and the Trustee hereunder has no personal liability whatsoever.

IN THE EVENT IN THE EVENT of the resignation of the Land Trust Trustee, the trust agreement provides for the appointment of a Successor Land Trust Trustee. The filing of an Affidavit of Acceptance by the Successor Land Trust Trustee shall be effective to vest title to the Successor Land Trust Trustee.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of: GRANTOR:

[Signature]

Witness 1 Sign & Print: Penny Mantari Ping Xu

[Signature]

Witness 2 Sign & Print: Chad Mitchell

STATE OF Florida
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Ping Xu, who produced FLORIDA as Identification and who executed the foregoing instrument and acknowledged before me they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 30th day of August, 2017.

CHAD MITCHELL
Notary Public - State of Florida
Commission # 66 021665
My Comm. Expires Aug 15, 2020
Bonded through National Notary Assn.

[Signature]

Notary Public
Printed Name: Chad Mitchell
My Commission Expires: 8/15/20
3. Elderly, 74-year-old Stopa client Charles Patsch, Sarasota county foreclosure case 14CA-7252, is induced into entering into a predatory foreclosure rescue usurious loan agreement with Stopa alter ego shell Company Ziferryn Ventures LLC for his property at 1705 Floyd St., Sarasota, FL 34239 worth over $800,000 with a Foreclosure Jdg of $306,438.77. Stopa drafted the agreement whereby he sought through his alter ego Ziferryn to take 50% of an estimated $500k in equity as his profit for making a foreclosure rescue loan to his own client Patsch.

The details on the Patsch case in Sarasota county are almost unbelievable if wasn’t all recorded of record.

As the story is told, in 2014, 74-year-old Charles Patsch, an elderly retiree with financial difficulties defaults on his reverse mortgage and lender files foreclosure Sarasota county case 14CA-7252. Patsch contacts Mark Stopa for help and almost loses his home and all his equity.

At the time, the property was estimated to be worth over $800k and the complaint stated a principal amount due of $268,230.91. Despite having over $500k in equity, Stopa improperly advised Patsch to defend the foreclosure. Stopa accepts the case and delays the foreclosure out over 2 years with no benefit to Patsch costing him upwards of $50,000 in additional default interest, costs and attorney fees. The underlying mortgage was a home equity conversion / reverse mortgage with a maximum face amount of $504,150. Per HUD guidelines, a second mortgage for the exact same amount was recorded to guarantee the first mortgage. The second mortgage is not additional consideration. It is only a placeholder mortgage to secure HUD in the event they need to step in to guarantee the first mortgage lender. Stopa knew this yet he misled his client Patsch into believing he had no equity in his home due to the 2nd mortgage to HUD for $504,150.

Case went to trial June 12, 2017 and Stopa misrepresented facts to his client. He appeared to be very proud of fact that he "convinced the lender James B Nutter & Company" to release the 2nd mortgage bearing face amount of $504,150 for $0 if defendant Patsch consented to entry of a Final Jdg of foreclosure with the first mortgage when the actual truth was the 2nd mortgage would have been released anyway when first mortgage amount was paid in full. Patsch agreed and final jdg of foreclosure was entered with a foreclosure auction set for October 12, 2017.
Rather than advise his client Patsch to simply sell the home and cash out over $500,000 in equity, Stopa induced his client Patsch to enter into an “Agreement Regarding Property” on June 20, 2017 drafted by Stopa where Patsch agreed to split the profits on the sale of his home 50-50 with an investor lender sourced by Stopa named Ziferryn Ventures LLC where Ziferryn, funded by Stopa, would make Patsch a loan to pay off the first mortgage and stop the foreclosure sale in return for 50% profit, return of principal and payment of all past due attorney fees and costs.

Unknown to Patsch at the time, Ziferryn Ventures LLC was a New Mexico shell company owned and controlled by Mark Stopa. The signor on the agreement was a “Valarie Gerbus” who is actually a paralegal employee of Stopa Law Firm and not the manager of an arms-length, 3rd party investor lender. Stopa then committed slander of title by recording the agreement in the public records thereby further encumbering Patsch’s property in order to prevent Patsch from selling his property on his own without Stopa getting paid his profit. The agreement is recorded July 6, 2017 in Sarasota county official records instrument number 2017084571.

On the face of the agreement as drafted by Stopa, his “alter ego” shell company Ziferryn Ventures LLC stood to receive over $200,000 from Patsch’s equity in the property in return for what would have been nothing more than a thinly veiled usurious predatory foreclosure rescue loan funded directly by Stopa through Ziferryn. This is equity skimming under Fl Stat 501.1377 and given the amount would exceed a rate of 65%, under Fl Stat 687.071 considered criminal usury and the agreement itself actual contraband.

Fortunately, client Patsch discovered the fraud, fired Stopa and demanded the agreement be rescinded. Apparently Stopa resisted so Patsch created website at www.markpstopa.com threatening to expose what Stopa did and later hired new attorney David W Smith, bar # 70689.

Last month Stopa rescinded the agreement with a release recorded on January 5, 2018, instrument # 2018002287. I’m sure Patsch current attorney David Smith could provide further details.
AGREEMENT REGARDING PROPERTY

Charles Alan Patsch ("Patsch"), and Ziferryn Ventures, LLC, a New Mexico LLC, as Trustee of the 1705 Floyd Street Land Trust ("Ziferryn") hereby reach the following agreement regarding the residential property (the "Property") identified as:

Lots 11 and 12, Block B, MATHENY'S SUBDIVISION, along with the Easterly 7.5 feet of vacated alley lying adjacent to and immediately West of Lot 12, Block B, MATHENY'S SUBDIVISION according to the plat thereof, as recorded in Plat Book 1, page 17 of the Public Records of Sarasota County, Florida.

Also known as: 1705 Floyd Street, Sarasota, FL 34239

Preamble; Purpose

Patsch is the owner of the Property, which is encumbered by two mortgages. The First Mortgage was recorded on May 6, 2008 in the Sarasota County Official Records at Instrument Number 2008061904. The Second Mortgage was recorded on May 6, 2008 in the Sarasota County Official Records at Instrument Number 2008061905.

Patsch has been struggling through difficult financial circumstances, which caused him to default on both mortgages. The First Mortgage filed a foreclosure lawsuit in Sarasota County Case No. 2014-CA-7252-NC ("the Lawsuit"). Mark P. Stopa, Esq. and Stopa Law Firm, P.A. ("Stopa") have been acting as counsel for Patsch in the Lawsuit since 2014. Due to his financial circumstances, Patsch has been unable to pay Stopa any attorney's fees except for an initial retainer of $1,575, yet Stopa has continued representing Patsch in the Lawsuit.

On June 12, 2017, the Lawsuit proceeded to trial. Stopa appeared at trial on Patsch's behalf. As trial was set to begin, Stopa convinced the lender, James B. Nutter & Company ("Nutter"), to release the second mortgage – bearing a face amount of $504,150.00, if Patsch consented to judgment on the First Mortgage. Stopa's thought process in this regard was that the Property was worth more – probably much more – than the amount owed on the First Mortgage, so if the Second Mortgage were to be released, Patsch would have equity in the Property and be able to make money.

Patsch was on board with this thought process, and Nutter agreed to it as well. As a result, the Lawsuit settled by Nutter obtaining a Final Judgment of Foreclosure in the amount of $306,438.77, a sale date set for October 10, 2017, and Nutter agreeing to record a release of the Second Mortgage within 30 days.

As a result of the foregoing, Patsch is now in a position to sell the Property and make a profit. However, he must pay the $306,438.77 (plus statutory interest from the date of the Final Judgment) before the scheduled sale on October 10, 2017 to the purchaser of Property to a judicial auction. Unfortunately, Patsch lacks the money to pay this amount himself.
In light of what has transpired to date, Patsch desires to partner with Ziferryn (an investor to the table for this transaction by Stopa) on the following terms and conditions:

1. Ziferryn shall pay the Final Judgment in full, i.e. the entire $306,438.77 plus statutory interest ("the Purchase Price") as soon as possible and, at the very latest, prior to the October 10, 2017 sale.

2. Ziferryn and Patsch agree to sell the Property as soon as possible and to divide the proceeds of the sale on the following terms:
   A. Ziferryn shall recoup the Purchase Price
   B. Ziferryn and Patsch shall divide the net proceeds after the sale of the Property, less the Purchase Price, 50/50.

As part and parcel of this agreement, Ziferryn shall pay all outstanding attorney's fees to Stopa in connection with the Lawsuit, such that Patsch shall owe Stopa nothing.

3. Title to the Property shall remain in Patsch's name, but this Agreement may be recorded in the Sarasota County Official Records to protect Ziferryn's interest in the Property.

By:

[Signature]
Charles Patsch

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally, appeared Charles Patsch, who is personally known to me or who have produced [Residential Address] as identification and who executed the foregoing instrument and he/she acknowledged before me that he/she executed same.

WITNESS my hand and official seal this 20th day of June, 2017.

[Signature]
Notary Public
Print Name Jennifer Poppen
My commission expires:

Ziferryn Ventures, LLC, a New Mexico LLC.
As Trustee of the 1750 Floyd Street Land Trust

By: [Signature], Manager

Jennifer Poppen
State of Florida
My Commission Expires 09/23/2017
Commission No. FF 58861

Valarie Gerbus is paralegal employee of Stopa Law Office and NOT an arms length, separate investor buyer.
STATE OF FLORIDA
COUNTY OF Pinellas

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments personally, appeared

Valerie Verbus who is personally known to me or who has produced instrument and he/she acknowledged before me that he/she executed same.

WITNESS my hand and official seal this 16th day of July, 2017.

Heather A. Wilfong
Notary Public

Prepared by and return to:

Heather Wilfong is a paralegal employee of Stopa Law Office
Valarie Gerbus
Paralegal at Law Office
STOPA LAW FIRM • Pasco Hernando Community College
Tampa/St. Petersburg, Florida Area • 13 yrs

Connect

Experience

Property Manager
STOPA LAW FIRM
Mar 2017 – Present • 1 yr
Tampa/St. Petersburg, Florida Area

Paralegal
Law Office of Patricia Carroll
May 2012 – Jul 2015 • 3 yrs 3 mos
Dade City, FL

Education

Pasco Hernando Community College
2010 – 2012
Heather Wilfong
Paralegal at STOPA LAW FIRM
STOPA LAW FIRM • St. Petersburg College
Tampa/St. Petersburg, Florida Area • 103 &

Experience

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STOPA LAW FIRM
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Show more

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1990 – 1994
FACTUAL INFORMATION REGARD ATTORNEY STOPA COMING SOON

www.MarkPStopa.com

Beware this Attorney

Self Dealing at the expense of his client by an attorney is a despicable practice.

This website is dedicated to expose Mark P Stopa's clever plan to essentially steal more than $200,000 of the equity in my home.

Elder abuse and Civil Theft will be only two of the charges against him.

It would appear he's doing this throughout the state with other unsuspecting victims.

Thankfully, I caught him just before he succeeded. I fired and replaced him just in time.

Clear and compelling evidence will be posted here for all of Florida to see.

Those of you that have hired him to protect their interests in a mortgage foreclosure take special notice of his actions.

More will follow soon!

Mr. Stopa, rescind the fraudulent Ziferryn AGREEMENT REGARDING (my) PROPERTY NOW! I guarantee you this will end badly if you don't.

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT OF FLORIDA, IN AND FOR SARASOTA COUNTY

JAMES B. NUTTER & COMPANY,
Plaintiff,

v. 

CHARLES ALAN PATSCH, et. al.,
Defendants.

STIPULATION FOR SUBSTITUTION OF COUNSEL

Pursuant to Rules 2.505(c)(2) and (f)(2) of the Florida Rules of Judicial Administration, Defendant, Charles Alan Patsch ("Patsch"), hereby stipulates, consents, and agrees to the withdraw of Mark Stopa, Esq. as counsel of record, and the substitution of David W. Smith, Esq. as counsel of record for Patsch in this matter. Copies of all future pleadings, notices and other papers shall be forwarded to David W. Smith, Esq. at the address listed below.

Respectfully submitted,

DAVID W SMITH, ESQ,
5020 Clark Road, # 412
Sarasota, Florida 34233
Tel: 941-312-3078

By: David W. Smith, Esq.
Florida Bar No. 70689
david@smithlaw.com

MARK STOPA, ESQ.
2002 N. Westshore Blvd. Ste. 200
Tampa, Florida 33607
Tel: (727) 851-9551

By: Mark Stopa, Esq.
Florida Bar No. 550587
foreclosurespleadings@stopalawfirm.com

Filed 10/30/2017 10:00 AM - Karen E. Rushing, Clerk of the Circuit Court, Sarasota County, FL
CONSENT OF CLIENT

Pursuant to Rule 2.505(e)(2) of the Florida Rules of Judicial Administration, Putsch hereby consents to the substitution of counsel as set forth above.

Charles Alan Putsch

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and accurate copy of the foregoing, on this 26 day of October, 2017, has been furnished by email, if possible, otherwise via U.S. mail to the parties on the attached service list.

Law Office of David W. Smith
5020 Clark Road Ste. 412
Sarasota, FL 34233
P: (941) 312-3078
F: (941) 923-1291
david@dawsmithlaw.com
Ct/Counsel for Putsch

David W. Smith, Esq.
Fla. Bar No. 70689

Substitution of Counsel
Page 2 of 3
SERVICE LIST
(Case No. 2014 CA 007252 NC)

Stopa Law Firm
2202 N. Westshore Blvd. Ste. 200
Tampa, Florida 33607
foreclosurepleadings@stopalawfirm.com

Robertson, Anschutz & Schneid, P.L.
Counsel for Plaintiff
6409 Congress Ave., Ste. 100
Boca Raton, FL 33487
mail@rasflaw.com
RELEASE OF AGREEMENT REGARDING PROPERTY

Ziferryn Ventures, LLC, a New Mexico LLC, as Trustee of the 1705 Floyd Street Land Trust ("Ziferryn") does hereby release all interest, claim, right or title as outlined in the Agreement Regarding Property entered into between Ziferryn and Charles Alan Patsch on June 20, 2017 and recorded in Sarasota County Official Records Instrument Number 2017084571 on July 6, 2017.

Legal Description:

Lots 11 and 12, Block B, MATHENY’S SUBDIVISION, along with the Easterly 7.5 feet of vacated alley lying adjacent to and immediate West of Lot 12, Block B, MATHENY’S SUBDIVISION according to the plat thereof, as recorded in Plat Book 1, page 17 of the Public Records of Sarasota County, Florida.

Also known as: 1705 Floyd Street, Sarasota, Florida 34239

Ziferryn Ventures, LLC, a New Mexico LLC, as Trustee of the 1705 Floyd Street Land Trust
By: Valarie Gerbus, as Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements personally appeared Valarie Gerbus, as Manager who is personally known to me and who executed the foregoing instrument she acknowledged before me that she executed the same.

Witness my hand and official seal this 5th day of January, 2018.

HEATHERA. WILFONG
MY COMMISSION # GG 151720
EXPIRES: October 18, 2021
Bonded thru Notary Public Underwriters

Notary Public
Print Name: Heathera. Wilfong
My commission expires:
IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT, IN AND FOR SARASOTA, FLORIDA

CLERK CASE NUMBER: 2014 CA 007252 NC

JAMES B. NUTTER & COMPANY, Plaintiff,

vs.

CHARLES ALAN PATSCH; UNKNOWN SPOUSE OF CHARLES ALAN PATSCH; UNITED STATES OF AMERICA ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS, Defendant(s).

IN REM UNIFORM FINAL JUDGMENT OF MORTGAGE FORECLOSURE

This form substantially complies with Form 1.996, adopted by the Florida Supreme Court February 11, 2010, SC09-1579, and revised by the Florida Supreme Court on December 9, 2010, SC09-1579; form published in 12th Circuit on 4-5-10 and revised on 1/4/2011

THIS action was tried before the Court. On the evidence presented

IT IS ORDERED AND ADJUDGED that Plaintiff’s Final Judgment is GRANTED against all defendants listed by name: CHARLES ALAN PATSCH; UNITED STATES OF AMERICA ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT;

14-83177

FOR CLERK’S USE ONLY

RECORDED IN OFFICIAL RECORDS INSTRUMENT # 2017073361 5 PG(S)

6/12/2017 1:54 PM KAREN E. RUSHING CLERK OF THE CIRCUIT COURT SARASOTA COUNTY, FLORIDA CIVIL COURTS Receipt # 2121615
1. Plaintiff, c/o James B. Nutter & Company, 4153 Broadway Blvd, Kansas City, MO 64111, is due.

| Principal: | $297,693.58 |
| Interest to this date of judgment: June 12, 2017 | $896.58 |
| MIP Insurance | $178.11 |
| Service Fee | $70.00 |
| Hazard Insurance | $4,587.45 |
| Court Costs: | |
| Filing Fee | $1,993.05 |
| Service of Process | $195.00 |
| Additional Cost: | |
| Mediation | $225.00 |
| Property Registration | $325.00 |
| Title Search | $200.00 |
| Title Update | $75.00 |
| **SUBTOTAL** | **$306,438.77** |
| **TOTAL** | **$306,438.77** |

that shall bear interest at the rate of 5.05% a year.

2. Plaintiff holds a lien for the total sum superior to all claims or estates of defendant(s), on the following described property in SARASOTA County, Florida:

LOTS 11 AND 12, BLOCK B, MATHENY'S SUBDIVISION, ALONG WITH THE EASTERLY 7.5 FEET OF VACATED ALLEY LYING ADJACENT TO AND IMMEDIATELY WEST OF LOT 12, BLOCK B, MATHENY'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 17, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

a/k/a 1705 FLOYD ST, SARASOTA, FL 34239

3. 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 as set forth below no sooner than 60 days from the of this judgment, to the highest bidder for cash, except as prescribed in paragraph 4, in accordance with section 45.031, Florida Statutes, using the following method:

<table>
<thead>
<tr>
<th>Sales Information</th>
<th>Date [Clerk Inserts]</th>
<th>Time</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarasota County</td>
<td>10/10/17</td>
<td>9:00 am</td>
<td>Foreclosure sales conducted via Internet: <a href="http://www.sarasota.realforeclose.com">www.sarasota.realforeclose.com</a></td>
</tr>
<tr>
<td>Manatee County</td>
<td></td>
<td>11:00 am</td>
<td>Foreclosure sales conducted via Internet: <a href="http://www.manatee.realforeclose.com">www.manatee.realforeclose.com</a></td>
</tr>
<tr>
<td>DeSoto County</td>
<td></td>
<td>11:00 am</td>
<td>DeSoto County Courthouse 115 E. Oak Street, Arcadia, FL, 34266 <a href="http://www.desotoclerk.com">www.desotoclerk.com</a></td>
</tr>
</tbody>
</table>

14-83177

Filed 06/12/2017 11:49 AM - Karen E. Rushing, Clerk of the Circuit Court, Sarasota County, FL
4. 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.

5. 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.

6. On filing the certificate of sale, defendant(s) and all persons claiming under or against defendant(s) 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. If any defendant remains in possession of the property, the clerk shall without further order of the court issue forthwith a writ of possession upon request of the person named on the certificate of title.

NOTICE: Issuance of a writ of possession does not exempt plaintiff from complying with federal law requiring notice to tenants residing on foreclosed property. To insure compliance with federal law, Plaintiff should consult with counsel before serving the writ of possession.

7. Jurisdiction is further reserved to enter Orders that are proper, including without limitation, writs of possession, and leave to file supplemental and amended pleadings and complaints to add omitted counts and/or parties who may possess an interest in the property and to resolve any disputes with respect to assessments and/or other amount allegedly due associations. The Judgment is in rem only. Plaintiff is not seeking a deficiency or money judgment against any defendant to this action.

NOTICE PURSUANT TO §45.031, FLORIDA STATUTES (2006).

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 this Final Judgment.

If you are subordinate lienholder claiming a right to funds remaining after the sale, you must file a claim with the Clerk no later than sixty (60) days after the sale. If you fail to file a claim, you will not be entitled to any remaining funds.

If the property being foreclosed on has qualified for the homestead tax exemption in the most recent approved tax roll, the following additional language applies:

If you are the property owner, you may claim these funds yourself. You are not required to have a lawyer or any other representation and you do not have to assign your
rights to anyone else in order for you to claim any to which you are entitled. Please check with the Clerk of Court for your county within (10) days after the sale to see there is additional money from the foreclosure sale that the clerk has in the registry of the Court.

<table>
<thead>
<tr>
<th>Sarasota County Clerk of Court</th>
<th>Manatee County Clerk of Court</th>
<th>Desoto County Clerk of Court</th>
</tr>
</thead>
</table>

If you decide to sell your home or hire someone to help you claim the additional money, you should read very carefully all papers you are required to sign, ask someone else, preferably an attorney who is not related to the person offering help to you, to make sure that you understand what you are signing and that you are not transferring your property or the equity in your property without the proper information. If you cannot afford to pay an attorney, you may contact the local legal services listed below to see if you qualify financially for their services. If they cannot assist you, they may be able to refer you to a local bar referral agency or suggest other options. If you choose to contact one of the services listed below, you should do so as soon as possible after the receipt of this notice.

<table>
<thead>
<tr>
<th>Sarasota County</th>
<th>Manatee County</th>
<th>DeSoto County</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Legal Aid of Manasota</strong></td>
<td><strong>Legal Aid of Manasota</strong></td>
<td>Fla. Rural Legal Services</td>
</tr>
<tr>
<td>Sarasota Office</td>
<td>Sarasota Office</td>
<td>3210 Cleveland Avenue,</td>
</tr>
<tr>
<td>1900 Main Street, Suite 302</td>
<td>1101 6th Avenue West</td>
<td>Suite A Ft. Meyers, Florida</td>
</tr>
<tr>
<td>Sarasota, Florida 34236 (941) 366-0038</td>
<td>Bradenton, Florida 34205</td>
<td>33901 (800) 476-8937</td>
</tr>
<tr>
<td>Venice Office</td>
<td>(941) 747-1628 <a href="http://www.gulfcoastlegal.org">www.gulfcoastlegal.org</a></td>
<td><a href="http://www.flrls.org">www.flrls.org</a></td>
</tr>
<tr>
<td>7810 South Tamiami Trail Suite A6</td>
<td><strong>Gulfcoast Legal Services</strong></td>
<td></td>
</tr>
<tr>
<td>Venice, Florida 34236 (941) 366-1746</td>
<td>430 12th Street West</td>
<td></td>
</tr>
<tr>
<td><strong>Gulfcoast Legal Services</strong></td>
<td>Bradenton, Florida 34205</td>
<td></td>
</tr>
<tr>
<td>1750 17th Street, Bldg. 1</td>
<td>(941) 746-6151 <a href="http://www.gulfcoastlegal.org">www.gulfcoastlegal.org</a></td>
<td></td>
</tr>
<tr>
<td>Sarasota, Florida 34236 (941) 366-1746</td>
<td></td>
<td></td>
</tr>
<tr>
<td><a href="http://www.gulfcoastlegal.org">www.gulfcoastlegal.org</a></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

DID AND ORDERED in Sarasota County, Florida, this 12th day of June, 2017.

[Signature]
Senior Judge

14-83177

Filed 06/12/2017 11:49 AM - Karen E. Rushing, Clerk of the Circuit Court, Sarasota County, FL
COPIES FURNISHED TO:

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.
ATTORNEYS FOR PLAINTIFF
6409 CONGRESS AVE., SUITE 100
BOCA RATON, FL 33487
PRIMARY EMAIL: MAIL@RASFLAW.COM

MARK STOPA, ESQ
MARK STOPA, ESQ
ATTORNEY FOR CHARLES ALAN PATSCH
2202 N. WESTSHORE BLVD
SUITE 200
TAMPA, FL 33607
PRIMARY EMAIL: FORECLOSUREPLEADINGS@STOPALAWFIRM.COM
SECONDARY EMAILS: FCHEARINGS@STOPALAWFIRM.COM

UNITED STATES OF AMERICA ON BEHALF OF THE SECRETARY OF HOUSING AND
URBAN DEVELOPMENT
C/O UNITED STATES ATTORNEY’S OFFICE FOR THE MIDDLE DISTRICT OF
FLORIDA
400 N. TAMPA ST., SUITE 3200
TAMPA, FL 33602
PRIMARY EMAIL: USAFLM.STATE.FORECLOSURES@USDOJ.GOV
JAMES B. NUTTER & COMPANY,
Plaintiff,

vs.

CHARLES ALAN PATSCH; UNKNOWN SPOUSE
OF CHARLES ALAN PATSCH; UNITED STATES
OF AMERICA ON BEHALF OF THE SECRETARY
OF HOUSING AND URBAN DEVELOPMENT;
ANY AND ALL UNKNOWN PARTIES CLAIMING
BY, THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL DEFENDANT(S)
WHO ARE NOT KNOWN TO BE DEAD OR
ALIVE, WHETHER SAID UNKNOWN PARTIES
MAY CLAIM AN INTEREST AS SPOUSES,
HEIRS, DEVISEES, GRANTEES, OR OTHER
CLAIMANTS,
Defendant(s).

VERIFIED COMPLAINT FOR FORECLOSURE OF MORTGAGE

Plaintiff, JAMES B. NUTTER & COMPANY, sues the Defendants and alleges:

COUNT I – MORTGAGE FORECLOSURE

1. This is an action to foreclose a mortgage on real property in SARASOTA County, Florida.

2. The Court has jurisdiction over the subject matter.

3. On April 30, 2008, Defendant(s), CHARLES ALAN PATSCH executed and delivered a promissory note securing payment to the payee named thereon. The Note is attached as Exhibit 'A'.

4. On April 30, 2008, Defendant(s), CHARLES ALAN PATSCH, executed and delivered the Home Equity Conversion Mortgage. A copy of the Home Equity Conversion Mortgage is attached hereto as Exhibit "B". The mortgage was recorded on May 6, 2008, at Instrument number 2008061904, of the Public Records of Sarasota County, Florida, and encumbered the property described in said mortgage.

5. The mortgage of the Plaintiff is a lien superior in dignity to any prior or subsequent right, title, claim, lien or interest arising out of mortgagor(s) or the mortgagor(s)' predecessor(s) in interest.

14-83177 - TaC
6. Plaintiff is the holder of the note and is entitled to foreclose pursuant to Florida Statute 673.3011(1).

7. Plaintiff declares the full amount payable under the Note and Mortgage to be due, pursuant to Paragraph 9 of the subject mortgage, which states:

9. **Grounds for Acceleration of Debt.**
   (a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:
      (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
      (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property).
   (b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval by an authorized representative of the Secretary, if:
      (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
      (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the property because of physical or mental illness and the Property is not the principal residence of at least one Borrower; or
      (iii) An obligation of the Borrower under the Security Instrument is not performed.

8. CHARLES ALAN PATSCH failed to perform an obligation under the terms of the loan by failing to maintain taxes, or insurance, or both on the subject property. The Secretary of Housing and Urban Development approved this occurrence as grounds for acceleration of the debt on or about August 18, 2014.

9. Plaintiff is due the principal amount of at least **$268,230.91** plus interest, and title search expenses for ascertaining necessary parties to this action.

10. In order to protect its security, the Plaintiff may have advanced and paid Ad Valorem Taxes, premiums on insurance required by the mortgage and other necessary costs, or may be required to make such advances during the pendency of this action. Any such sum so paid will be due and owing Plaintiff.
11. The record legal title to said mortgaged property is now vested in Defendants(s), CHARLES ALAN PATSCH, if living and if dead, the unknown spouses, heirs and beneficiaries of CHARLES ALAN PATSCH who hold or holds possession.

12. All conditions precedent to the acceleration of this mortgage note and to foreclosure of the mortgage have been fulfilled and have occurred.

13. For purposes of collection and foreclosure, the Plaintiff has retained the undersigned attorney and is obligated to pay said attorney a reasonable fee for his services.

14. Plaintiff alleges that the claims of the remaining Defendants are secondary, junior, inferior and subject to the prior claim of Plaintiff.

15. Defendant, UNKNOWN SPOUSE OF CHARLES ALAN PATSCH, may claim some right, title, or interest in the property herein sought to be foreclosed by virtue of homestead rights, possession or some other unknown interest, the exact nature of which is unknown to Plaintiff and not a matter of public record. However, said interest, if any, is subordinate, junior, and inferior to the lien of Plaintiff's mortgage.

16. Any interest in the property inuring to the Defendant, UNITED STATES OF AMERICA ON BEHALF OF THE SECRETARY OF HOUSING AND URBAN DEVELOPMENT, is subordinate and inferior to the lien of Plaintiff's mortgage, including, but not limited to, MORTGAGE recorded May 6, 2008, at Instrument 2008061905 of the Public Records of Sarasota County, Florida. A copy is attached hereto as Exhibit "C".

17. Any and all unknown parties claiming by, through, under and against the herein named individual defendant(s) who are not known to be dead or alive, whether said unknown parties may claim an interest as spouses, heirs, devisees, grantees, or other claimants are joined as defendants herein. The claims of said defendants are subordinate, junior, and inferior to the interest of plaintiff.

WHEREFORE, Plaintiff requests that the Court ascertain the amount due to Plaintiff for principal and interest on the Mortgage and Note and for late charges, abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Mortgage and Note are not paid immediately, the Court foreclose the Mortgage and the Clerk of the Court sell the Property securing the
indebtedness to satisfy the Plaintiff's mortgage lien in accordance with the provisions of Florida Statutes §45.031 (2006); that the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereinafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Florida Statutes §697.07 (2006);

and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession and the entry of a deficiency judgment decree, when and if such deficiency decree shall appear proper, if borrower(s) has not been discharged in bankruptcy.

VERIFICATION

Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

executed on this 05 day of December, 2014  

By:  
Print Name: Bruce Huey  
Title: Vice President  
Company: JAMES B. NUTTER & COMPANY

RE: Borrower: CHARLES ALAN PATSCH  
Address: 1705 FLOYD ST  
SARASOTA, FL 34239  
File #: 14-83177 - TaC

ROBERTSON, ANSCHUTZ & SCHNEID, P.L.  
Attorney for Plaintiff  
6409 Congress Ave., Suite 100  
Boca Raton, FL 33433  
Telephone: 561-241-6901  
Facsimile: 561-997-6909  
Service Email: mail@raslaw.com  

By:  
Jonathan Meisels, Esquire  
Florida Bar No. 29235  
Communication Email: j.meisels@raslaw.com

14-83177 - TaC
ADJUSTABLE RATE NOTE
(HOME EQUITY CONVERSION)

STATE OF FLORIDA
April 30, 2008
PROPERTY ADDRESS
1795 FLOYD STREET
SARASOTA, FLORIDA 34239
SARASOTA COUNTY

1. DEFINITIONS
“Borrower” means each person signing at the time of this Note. “Lender” means JPMorgan Chase Bank, N.A. and its successors and assigns. “Secretary” means the Secretary of Housing and Urban Development or his or her authorized representative.

2. BORROWER’S PROMISE TO PAY INTEREST
In return for amounts to be advanced by Lender up to a maximum principal amount of Five Hundred Forty Thousand One Hundred Fifty and 00/100 Dollars ($540,150.00), to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated April 30, 2008 (“Loan Agreement”), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Home Advances made under the Loan Agreement, with interest. All amounts advanced by Lender, plus interest, if not paid earlier, as due and payable on APRIL 17, 2033. Interest will be charged on unpaid principal at the rate of 3.000 percent (3.000%) per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. At the end of each month, accrued interest shall be added to the principal balance as a Home Advance and shall be charged thereafter to interest.

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 “Secured Instrument.” The Secured Instrument restricts the Lender from issuing which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT
(A) Time
Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment in full, as provided in Paragraph 7 of this Note.

(B) Place
Payment shall be made at 4155 Brookway, Kansas City, Missouri 64111 or any other place in Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability
Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through the Secured Instrument. If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage interest benefits paid to Lender and the outstanding obligations, including accrued interest, owed by Borrower at the time of the assignment.

5. INTEREST RATE CHANGES
(A) Change Date
The interest rate may change on JUNE 1, 2008 and on ___ that day of each succeeding year, or ___ the first day of each succeeding month. “Change Date” occurs on each date on which the interest rate could change.

(B) The Index
Beginning with the first Change Date, the interest rate will be based on an index. “Index” means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. “Current Index” means the most recent index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new index any index promulgated by the Secretary. Lender will give Borrower notice of the new index.

(C) Calculation of Interest Rate Changes
Before each Change Date, Lender will announce a new interest rate by adding a margin of 1.50 percentage points to the Current Index. Subject to the limits stated in Paragraph 5 of this Note, this amount will be the new interest rate until the next Change Date.

Note From

EXHIBIT A
(b) Limit on Interest Rate Changes
   - Minimum: The interest rate will never increase by more than 2 percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 1 of this Note.
   - Maximum: The interest rate will never increase above 13.3825%.

(c) Notice of Changes
   Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least 25 days before the new interest rate takes effect, and must set forth: (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Loan, and the date it was extended, (vi) the amount of the new interest rate, and (vii) any other information which may be required by law from time to time.

(d) Effective Date of Changes
   A new interest rate calculated in accordance with Paragraph 5(c) of this Note will become effective on the Change Date, unless the Change Date occurs less than 25 days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraph 5(c) of this Note is less than the new rate, Lender shall provide Borrower with written notice of the interest rate change and apply a higher rate than the rate which would have been stated in a timely notice, then Lender shall remit the principal balance owed under this Note so that it does not reflect any excessive interest.

6. BORROWER'S RIGHT TO PREPAY
   A Borrower receiving monthly payments under the Loan Agreement has the right to pay the full amount of the Note in whole or in part, without charge or penalty. Any amount of debt prepayment will first be applied to reduce the principal balance of the Second Note described in Paragraph 7.1 of this Note and then to reduce the principal balance of this Note.

7. IMMEDIATE PAYMENT IN FULL
   (A) Death or Sale
      Lender may require immediate payment in full of all outstanding principal and accrued interest if:
      (i) a Borrower dies and the Property is not the principal residence of at least one surviving Borrower, or
      (ii) all of a Borrower's interests in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title in the Property in the example, (b) an interest under a trust for not less than 50 years which is renewable at a remaining period of not less than 50 years beyond the date of the 50th birthday of the youngest Borrower, or (c) a life estate in the Property, or retains a beneficial interest in a trust with such an interest in the Property.

   (B) Other Events
      Lender may require immediate payment in full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Lender, if:
      (i) the Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;
      (ii) for a period of 90 days or longer (1) the Property is vacated by the Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;
      (iii) An obligation of the Borrower under the Security Instrument is not performed.

   (C) Payment of Costs and Expenses
      If Lender has incurred immediate expenses in full, as described above, the debt incurred through sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees, associated with enforcement of this Note to the extent not validated by applicable law. Such fees and costs shall bear interest from the date of disbursement at the rate of 6% per annum.
(D) Trust

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust interest in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered as successor or as considered as having a present or incidents for purposes of this Paragraph.

6. WAIVERS

Borrower waives 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.

9. GIVING OF NOTICES

Unless otherwise agrees to 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 specified in Paragraph 5(b) or at a different address if Borrower has given Lender a notice of Lender's different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through suit of the Property.

11. RELATIONSHIP TO SECOND NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Secretary may provide to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to give a Second Note to the Secretary.

(B) Relationship of Secretary Payouts to this Note

Payments made by the Secretary shall not be noticed in the debt due under this Note unless:

(1) The Secretary has assigned to the Secretary or
(2) The Secretary elects to reinstate to the Lender for all payments made by the Secretary.

If the circumstances described in (1) or (2) occur, then all payments made by the Secretary, including interest on the payments, shall be noticed in the debt.

(C) Effect on Borrower

When there is no assignment or reinstatement as described in (B)(1) or (2), and the Secretary makes payments to Borrower, then Borrower shall not:

(1) Be required to pay amounts owed under this Note until the Secretary has made payment in full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note;
(2) Be obligated to pay interest or other obligations under this Note at any time, whether accrued before or after the payment if the Secretary, and whether or not second interest been included in the principal because of the Note, notwithstanding anything to the contrary in Paragraphs 2 or 3 of this Note or any Alleges to this Note.

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

DATED: April 12, 2010

[Signature]

CHAD ALAN PATRICK

PAY TO THE ORDER OF

[Signature]

JAMES B. NUTTER & COMPANY

[Signature]

ASST. SECRETARY

[Signature]
ADJUSTABLE RATE HOME EQUITY CONVERSION MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 30, 2008. The mortgagor is Charles Alan Patech, a single man, whose address is 1705 FLOYD STREET, SARASOTA, FLORIDA 34239 ("Borrower"). This Security Instrument is given to James B. Nutter & Company, which is organized and existing under the laws of the state of Missouri, and whose address is 4153 Broadway, Kansas City, Missouri 64111 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount Five Hundred and One Thousand One Hundred Fifty and 00/100 Dollars ($501,150.00); (b) the payment of all other sums, with Interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on APRIL 17, 2009. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in SARASOTA County, Florida:

The real property located at the address 1705 FLOYD STREET, SARASOTA, FLORIDA 34239, in the County of SARASOTA, state of FLORIDA, described more fully on Exhibit A attached to this Mortgage.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and 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. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for nonrecourse use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

FL 1st Mortgage
EXHIBIT B
UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. 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. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). 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 to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not impaired. If the restoration or repair is not economically feasible or Lender's security is impaired, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under this 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.

4. 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 after the execution of this Security Instrument and Borrower (or at least one Borrower, if individually more than one person are Borrowers) and shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. 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 title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to merge in writing.

5. 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 those 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. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(e).

If Borrower fails to make these payments or the property charges 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 for enforcement of 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

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E.A.V.
payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in 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 without notice to the Borrower.

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 as place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. 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.


(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

(i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or

(ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred as no other Borrower retains a title to the Property in the same, (b) a tenancy in common having a remaining period of not less than 50 years, (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property), or (d) a tenancy in common with right of survivorship.

(b) Due and Payable with Secretary Approval. Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval by an authorized representative of the Secretary, if:

(i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or

(ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or

(iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) Notices to Lender. Borrower shall notify Lender whenever any of the events listed in subparagraphs (a) and (b) of this Paragraph 9(a)(iii) or (b) occur.

(d) Notice to Secretary and Borrower. Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under this Paragraph 9(a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to do so:

(i) Correct the matter which resulted in the Security Instrument coming due and payable; or

(ii) Pay the balance in full; or
(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance or

(iv) Provide the Lender with a deed in lieu of foreclosure.

(e) Trusts. Conveyance of a Borrower’s interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust’s interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, Lender may, at its option, 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 eight (8) months from the date hereof, declaring to insure this Security Instrument and the Note, shall be deemed conclusive proof of such insurability. Notwithstanding the foregoing, this option may not be exercised by Lender when the availability of insurance is solely due to Lender’s failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorney’s fees and expenses property associated with a foreclosure proceeding shall be added to the principal balance. 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, if Lender is not required to foreclose upon the Security Instrument, the reinstatement will not result in the extinguishment of any pre-existing security interest in the Property. If the reinstatement is made in accordance with the provisions of Paragraph 12(a), the reinstatement will result in the extinguishment of any pre-existing security interest in the Property.

12. First Lien Status

(a) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances remain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower’s expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 12(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs. Borrower shall not participate in any real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender, (b) covenants in good faith the lien by or defends against enforcement of the lien in legal proceedings which in the Lender’s opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an
agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.


(a) Second Security Instruments. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 2556(a)(A) of the National Housing Act and the Loan Agreement, unless otherwise provided by the Secretary, the Secretary has required Borrower to execute a Second Note and Second Security Instrument on the Property.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the Note unless:

(i) This Security Instrument is assigned to the Secretary, or

(ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

(c) Effect on Borrower. Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the Note, or pay any rents and convenants of the Property under Paragraph 19 of the Note, or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

(d) Duty of the Secretary. The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take action to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prejudice the exercise of any other right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. 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 or Borrowers jointly designate. 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 16.

17. 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 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.

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18. Borrower’s Copy. Borrower shall be given one conformed copy of the Note and this Security Instrument.

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

19. 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 any covenant or agreement in this 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 amounts secured by this 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 19.

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 violations of any other right or remedy of Lender. This assignment of rents shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys’ fees and costs of title evidence.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loans advanced permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any lien for unpaid State or local governmental or special assessments or taxes.

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of Three and 3/80% percent (3.378%) which secures on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made a. If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have a historical movement substantially similar to the original index, and the new index and margin will result in an actual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on JUNE 1, 2008, and on the first day of each succeeding year, or ______ the first day of each succeeding month (Change Date) until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the “Adjusted Interest Rate” for each Change Date. The Adjusted Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the “Existing Interest Rate”).
Annually Adjusting Variable Rate Feature - The interest rate will never increase or decrease by more than two percentage points (2.5%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

Monthly Adjusting Variable Rate Feature - The Calculated Interest Rate will never increase above 13.3806%.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limit(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.


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

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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 a part of this Security Instrument. [Choose all riders that are applicable].

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<tr>
<th>Condominium Rider</th>
<th>PUD Rider</th>
<th>Other</th>
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

[Signatures]

CHARLES ALAN PATSCH (Borrower)

STATE OF FLORIDA
COUNTY OF SARASOTA
The foregoing instrument was acknowledged before me this 30 day of April, 2008, by Charles Alan Patsch, who is personally known to me, who has produced a single Drivers license as identification and who did (did not) take an oath.

[Signature]

JOSEPH A. THIEGEL, Notary Public

[Seal]

Commission # 035186

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EXHIBIT A

Exhibit A to the Mortgage made on April 30, 2008, by Charles Alan Patch, a single man ("Borrower") to James B. Nutter & Company ("Lender"). The Property is located in the county of SARASOTA, state of FLORIDA, described as follows:

Description of Property

Parcel No. 2037-07-0037

Lots 11 and 12, Block B, MATHENY'S SUBDIVISION, along with the Easterly 7.5 feet of vacated alley lying adjacent to and immediately West of Lot 12, Block B, MATHENY'S SUBDIVISION according to the plat thereof, as recorded in Plat Book 1, page 17 of the Public Records of Sarasota County, Florida.
ADJUSTABLE RATE
HOME EQUITY CONVERSION SECOND MORTGAGE

THIS MORTGAGE ("Security Instrument" or "Second Security Instrument" as given) on April 30, 2008. The mortgagor is Charles Alan Pasch, a single man, whose address is 1705 FLOYD STREET, SARASOTA, FLORIDA 34239 ("Borrower"). This Security Instruments given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, DC 20410 ("Lender") or ("Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest, at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of Five Hundred Thousand and One Hundred Fifty and 00/100 Dollars ($500,150.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on APRIL 17, 2003. For this purpose, Borrower does hereby, mortgage, grant and convey to Lender, the following described property located in SARASOTA County, Florida:

The real property located at the address 1705 FLOYD STREET, SARASOTA, FLORIDA 34239, in the County of SARASOTA, state of FLORIDA, described more fully on Exhibit A attached to this Mortgage.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter as 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 grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT contains uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

Record and return to: Sooner Title Company 1290 Court Street Clearwater, FL 33756 (800)401-61

EXHIBIT C
1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.

3. 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. This insurance shall be maintained in the amounts, in the extent and for the periods required by Lender. 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 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 to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security is not lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second 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 rights, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not consent waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. 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 relevant 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 merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and assessments 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. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(e).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenant 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.

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To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the Loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in 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 without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for severance, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary to the Property, and then in the reduction of the indebtedness under the Note and this Security Instrument. 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.

   (a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:
      (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
      (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred as no other Borrower retains title to the Property or the simple, (b) a tenant has a lease for not less than 20 years or a lease having a remaining period of not less than 50 years from the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property),
      (iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
      (iv) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
      (v) An obligation of the Borrower under this Security Instrument is not performed.
   (b) Notice to Lender. Borrower shall notify the Lender whenever any of the events listed in Paragraph 9(a)(i)-(v) occur.
   (c) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 9(a)(i)-(v).
      (v) Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:
      (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
      (ii) Pay the balance in full; or
      (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
      (iv) Provide the Lender with a deed in lieu of foreclosure.

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(d) Trustee. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are completed. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with a foreclosure proceeding shall be added to the principal balance. 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, or (ii) reinstatement will precipitate foreclosure on different grounds in the future, or (iii) reinstatement would adversely affect the priority of the Security Instrument.

12. Second Lien Status

(a) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument remains or exceeds the maximum principal amount stated or the maximum period under which loan advances remain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recording of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 13(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to perform an obligation under this Security Instrument.

(b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferrals are not subordinate to this Security Instrument.

(c) Prior Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attach priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.


(a) Second Security Instrument. In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(c)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower has also executed a First Note and First Security Instrument.

(b) Relationship of First and Second Security Instruments. Payments made by the Secretary shall not be included in the debt under the First Note unless:

(i) The First Security Instrument is assigned to the Secretary; or

(ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.
If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

(e) Effect on Borrower. Where there is no assignment or annuitization as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

(i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, unless the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or

(ii) Be obligated to pay interest or unlock appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

(d) No Duty of the Secretary. The Secretary has no duty to the holder of the of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 15.

(c) Restrictions on Enforcement. Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants thereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or prejudice the exercise of any right or remedy.

15. Successors and Assigns Entitled Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or under the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. 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 specified by 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 16.

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

18. Borrower's Copy. Borrower shall be given one confirmed copy of the Second Note and this Security Instrument.

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

19. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authors Lender or Lender's agents to collect the rents and revenues and directly directs each tenant of the Property to pay the rents to Lender or Lender's agent. 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 this 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 or Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not permit any act that would prevent Lender from exercising its rights under this Paragraph 19, except as provided in the First Security Instrument.

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 cease or waive any default or invalidate any other right or remedy of Borrower. This assignment of rents of the Property shall terminate when the debt secured by this Security Instrument is paid in full.

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Lien Priority. The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of Three and 38/100 percent (3.380%) which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available. Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have a historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially equal to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on JUNE 1, 2008, and on the first day of each succeeding year, or on the first day of each succeeding month ("Change Date") until the term is paid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

   Annually Adjusting Variable Rate Feature - The interest rate will never increase or decrease by more than the percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

   Monthly Adjusting Variable Rate Feature - The Calculated Interest Rate will never increase above 13.380%.

The Calculated Interest Rate will be adjusted if necessary to comply with all applicable rate limitations described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.


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24. Attorney's Fees. As used in this Security Instrument and the Note, "attorney's fees" shall include any attorney's fees awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements 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 a part of this Security Instrument. [Check all riders that are applicable.]

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<td>Shared Appreciation Rider</td>
<td>Other</td>
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BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:  

Chris Tomaras

Signature:  

CHARLES ALAN PATSCH (Borrower)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 30 day of April, 2008, by Charles Alan Patsch, who is personally known to me; who has produced a single man's driver's license as identification and who did (did not) take an oath.

JOSEPH A. THEUEWS  
Notary Public - State of Florida  
Notary Commission Expires Apr 15, 2011  
Commission # 00 465189

Name: JOSEPH A. THEUEWS
EXHIBIT A

Exhibit A to the Mortgage given on April 30, 2008, by Charles Alan Patech, a single man ("Borrower") to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, D.C. 20410, ("Lender" or "Secretary"). The Property is located in the county of SARASOTA, state of FLORIDA, described as follows:

Description of Property

Parcel No. 2037-07-0037

Lots 11 and 12, Block B, MATHENY'S SUBDIVISION, along with the Easterly 7.5 feet of vacated alley lying adjacent to and immediately West of Lot 12, Block B, MATHENY'S SUBDIVISION according to the plat thereof, as recorded in Plat Book 1, page 17 of the Public Records of Sarasota County, Florida.