

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V.

PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

RECEIVED, 1/9/2018 4:05 PM, Clerk, Fourth District Court of Appeal

**(AMENDED) APPELLANT'S MOTION TO CORRECT THE RECORD AND TOLL TIME**

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CASE NO.: 4d17-3335  
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KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

**TABLE OF CONTENTS**

COVER PAGE..... 1

TABLE OF CONTENTS.....2- 4

TABLE OF AUTHORITIES.....5

ARGUMENT.....6

ISSUE I.....7

ADD ORIGINALLY FILED FINAL JUDGEMENT ORDER AND REMOVE FRAUDULENT FINAL JUDGEMENT ORDER

ISSUE II.....8

ADD 6-21-17 ORDER ON MOTION TO ADD MISSING 3<sup>RD</sup> PARTIES AND REMOVE 6-22-17 ORDER ON MOTION TO ADD MISSING 3<sup>RD</sup> PARTIES THAT WAS ADDED AFTER THE CASE WAS DISPOSED

ISSUE III.....8

ADD ORIGINAL 8-1-17 "NOTICE OF HEARING" AND REMOVE NEWLY ADDED "CROSS-NOTICE OF HEARING" ADDED AFTER THE CASE WAS DISPOSED

ISSUE IV.....8

ADD THE TRIAL COURT COMPLAINT PLAZA FILED ON CACE-1602826 AND REMOVE THE NEW VERSION OF COMPLAINT FILED AFTER CASE WAS DISPOSED

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V.

PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

ISSUE V.....10

ADD 7-26-17 ORDER SETTING CASE MANAGEMENT CONFERENCE FOR 9-27-17 THAT WAS ORDERED, SIGNED, AND FILED DURING OR AFTER THE 7-26-17 1:30 PM HEARING AND REMOVE 7-26-17 ORDER SIGNED AND FILED BEFORE THE 7-26-17 1:30 PM HEARING THAT WAS ADDED AFTER THE CASE WAS DISPOSED

ISSUE VI.....10

ADD APPELLANTS ANSWER FILED ON 6-5-17 AND REMOVE FRAUDULENT ANSWER WITH FALSE 6-2-17 FILING DATE AND ALTERED CONTENT.

ISSUE VII.....12

ADD MISSING ORDER AND MISSING HEARING ON MOTION TO DECLARE A CASE COMPLEX

ISSUE VIII.....13

ADD MISSING ORDER ON 6-19-17 HEARING REQUESTING AN EMERGENCY SUBPEANA AND REMOVE 6-19-17 ORDER ON HEARING REQUESTING AN EMERGENCY SUBPEANA THAT WAS ADDED AFTER THE CASE WAS DISPOSED

ISSUE IX.....14

ADD MISSING EVIDENCE ON MOTION TO DECLARE FRAUD UPON THE COURT AND 3<sup>RD</sup> PARTY SPOILATION AND REMOVE EVIDENCE ADDED TO THIS MOTION AND ALTERED AFTER THE CASE WAS DISPOSED AND THEN TRANSFERRED TO THE 4<sup>TH</sup> DISTRICT COURT OF APPEALS

ISSUE X.....15

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

ADD MISSING 10-9-17 EMERGENCY MOTION FOR REHEARING AND TO ALTER FINAL  
JUDGEMENT AND REMOVE 10-9-17 EMERGENCY MOTION FOR REHEARING AND TO  
ALTER FINAL JUDGEMENT THAT WAS ADDED AFTER THE CASE WAS DISPOSED

ISSUE XI.....15

ADD BACK DESHANY CITATION TO 6-7-17 EMERGENCY MOTION FOR A SUBPOENA AND  
REMOVE DESHANY CITATION FROM 6-7-17 MOTION TO DECLARE INDIGENT STATUS

ISSUE XII.....16

CORRECT FILING DATE OF MOTION TO DECLARE FRAUD UPON THE COURT AND 3<sup>RD</sup>  
PARTY SPOILATION AND THE ORIGINALLY FILED DATE BACK TO THE RECORD

ISSUE XIII.....21

CORRECT THE RECORD TO REFLECT THE CARD SERVICES, NA LIEN FOR WELLS FARGO AS  
IT APPEARED IN THE TRIAL COURT'S DOCUMENTS AND REMOVE THE CARD SERVICES,  
NA LIEN FOR BANK OF AMERICA AS REWRITTEN DOCUMENTS PROVIDED TO THE 4<sup>TH</sup>  
DISTRICT COURT OF APPEALS NOW STATES

RELIEF SAUGHT.....22

LIST OF EXHIBITS.....27

CERTIFICATE OF SERVICE AND COMPLIANCE.....28

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V.

PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

**TABLE OF AUTHORITIES**

**CASES**

Deshaney v. Winnebago County Dep't of Social Services, 489 U.S. 189, (1989).....16, 18, 24, 25

Mullins Coal Company, Inc. Of Virginia, et. Al., Petitioners, v. Director, Office of Workers'  
Compensation Programs, United States Department of Labor, et al., 484 U.S. 135, 138  
(1988).....16

**RULES AND REGULATIONS**

Fla. R. Civ. P. 1.180.....11

Fla. R. Civ. P. 1.201.....13

Fla. R. App. P. 9.200.....6

Fla. R. App. P. 9.300.....17

Art. V, §4(b)(1), Fla. Const.....15

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

**ARGUMENT**

COMES NOW, Appellant, Kenneth Carl Guy, pursuant to Florida Rule of Appellate Procedure 9.200 (f) (1), files this motion to correct the record and toll time, and states:

1. Florida rule of Appellate procedure 9.200(f)(1) provides that if there is an omission in the record on appeal, the court may correct the record. The rule further provides that no proceeding shall be determined, because of an incomplete record, until an opportunity to supplement the record has been given. Fla. R. App. P. 9.200(f)(2)

2. After the final judgement order was signed and the case was disposed, and before the record was transferred to the 4<sup>th</sup> District Court of Appeals, the case was fundamentally altered. As such, it is paramount that the record be corrected for the proper and fair administration of justice. To support the claim of the case having been fundamentally altered the Appellant raises the following issues:

**ISSUE I**

ADD ORIGINALLY FILED FINAL JUDGEMENT ORDER AND REMOVE FRAUDULENT FINAL JUDGEMENT ORDER

3. The originally filed final judgement order had a filing time after the hearing that the final judgement was decided. The final judgement order is timestamped as having been

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

filed on 9/27/17 at 8:34:44 AM (see exhibit 'C'). The hearing when this order was decided and signed was at 1:30 PM (see exhibit 'B'). The final judgement order is stamped as having been filed in open court and should therefore have a corresponding timestamp as having been filed during or after the 1:30 hearing on that day.

**ISSUE II**

ADD 6-21-17 ORDER ON MOTION TO ADD MISSING 3<sup>RD</sup> PARTIES AND REMOVE 6-22-17 ORDER ON MOTION TO ADD MISSING 3<sup>RD</sup> PARTIES THAT WAS ADDED AFTER THE CASE WAS DISPOSED

4. The record states that the signed order on the motion to Add Missing 3<sup>rd</sup> Parties was on 6/22/17. The hearing for this order did not take place on 6/22/17. As proof of this the Appellant provides the Trial Court's Procedural Instructions (exhibit 'F') that states:

"Uniform Motion Calendar (UMC) Hearings and Case  
Management Conferences (CMC) are set for Monday – Wednesday"

The signed order and hearing in question could not have occurred on 6/22/17 because 6/22/17 was a Thursday and is therefore inconsistent with the Trial Court's Procedures. As further proof, a curtesy email to the Appellee, exhibit 'L', sent on 6/14/17 states that the hearing in question was scheduled for 1:30 PM on 6/21/17.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

**ISSUE III**

ADD ORIGINAL 8-1-17 "NOTICE OF HEARING" AND REMOVE NEWLY ADDED "CROSS-NOTICE OF HEARING" ADDED AFTER THE CASE WAS DISPOSED

5. The Appellant, a pro se litigant, had never been introduced to the concept of a "Cross-Notice of Hearing". Before the case was disposed, that same hearing notice document (see exhibit 'B') was titled, "Notice of Hearing". Page 1 of the document in question does not have v.1 on the bottom left of the page indicating that it is the first version of the file/page while page 2 of that same document does have v.1 on the bottom left of that page.

6. Correcting this alteration is paramount because the Appellant raised the issue during the final judgement hearing that a judgement could not be fairly made because pending motions were still not heard or ruled on that effect the final judgement. If the final judgement is found to be in error by the 4<sup>th</sup> District Court of Appeals, the motion made to strike pending motions for contempt made after the summary judgement/final judgement hearing would then have to be reversed if it was not a "Cross-Notice of Hearing".

**ISSUE IV**

ADD THE TRIAL COURT COMPLAINT PLAZA FILED ON CACE-1602826 AND REMOVE THE NEW VERSION OF COMPLAINT FILED AFTER CASE WAS DISPOSED

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

7. The original complaint contained an exhibit of the warranty deed for the property that was in Plaza's possession, showing that the Appellant purchased the property for \$75,500. The Broward County record confirms this (see exhibit 'K'). However, the Appellant was in possession of a warranty deed for the same property in question showing the property was purchased for \$79,000 (see exhibit 'O'). The Appellant brought this up with the Appellee in an email (see exhibit 'L').

8. The original complaint had all of the exhibits properly labeled. The updated complaint has newly added exhibits that are not labeled at all. Also, the motion apposing summary judgment, exhibit 'I', references exhibit 'F' as containing the itemization of mortgage payments and fees while the new complaint lists exhibit 'F' as an affidavit for attorney fees. It should also be noted that the original complaint contained the same font on the exhibit label letters on all exhibits. The new complaint, added after the case was disposed, shows that the exhibit label letters were corrected with a pen.

9. Unlike the original filing, the current "original" complaint now shows elements of fraud. As the complaint, if the Appellee or Broward County Clerk of Court is unable to provide the proper documents that will correct the issues in the complaint that point towards fraud. The Appellant, in a later motion, will request to examine other motions and initial complaint

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

filings with exhibit labels filed by the same attorney at around the same time on different court house servers around the state.

**ISSUE V**

ADD 7-26-17 ORDER SETTING CASE MANAGEMENT CONFERENCE FOR 9-27-17 THAT WAS ORDERED, SIGNED, AND FILED DURING OR AFTER THE 7-26-17 1:30 PM HEARING AND REMOVE 7-26-17 ORDER SIGNED AND FILED BEFORE THE 7-26-17 1:30 PM HEARING THAT WAS ADDED AFTER THE CASE WAS DISPOSED

10. The order setting the case management conference (exhibit 'G') was filed by the clerk at 11:57:43 AM on 7/26/17. The hearing on 7/26/17 was at 1:30 PM (see exhibit 'H'). The originally filed document should be added back to the record.

**ISSUE VI**

ADD APPELLANT'S ANSWER FILED ON 6-5-17 AND REMOVE FRAUDULENT ANSWER WITH FALSE 6-2-17 FILING DATE AND ALTERED CONTENT.

11. The Appellant did not file his answer to the original complaint on 6/2/17 as the record alleges. The Appellant's answer was filed on 6/5/17. As proof of this, the Appellant has a text message (exhibit 'K') where, on 6/4/17, he references that the answer is due in one day.

12. The trial judges order signed on 5/15/17 (see exhibit 'N') granted the Appellant 20 days to provide an answer to the Appellee's original complaint. The deadline to file, 20 days

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

later, was on 6/4/17. 6/4/17 was on a Sunday, and therefore, the deadline to file was on 6/5/17. While the filing date change of the answer is supported by the Appellant's text message (exhibit 'K'), the Appellant is a pro se litigant, and would never give up three additional days to research and add defenses that were and are essential to the issues that caused the Appellant's foreclosure.

13. The changing of the filing date by three days along with the changing of the 6/21/17 hearing to 6/22/17 (see exhibit 'D') by one day, combine to show a conscientious pattern of alterations that were made with the clear purpose of hiding the Trial Court's abuse of discretion from the 4<sup>th</sup> District Court of Appeals when the Trial judge signed an order blocking the Appellant from adding 3<sup>rd</sup> parties (see exhibit 'D') within the window allowed by Fl. R. Civ. P. 1.180, which states:

"The defendant need not obtain leave of court if the defendant files the third-party complaint not later than 20 days after the defendant serves the original answer"

14. The Appellant would like to believe that the changing of the filing date of the Appellant's answer to the complaint was accidental, and he would appreciate the record to be corrected accordingly.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

**ISSUE VII**

ADD MISSING ORDER AND MISSING HEARING ON MOTION TO DECLARE A CASE COMPLEX

15. On 6/14/17 the Appellant emailed the Appellee where the Appellant wrote in the third paragraph, "I just want to let you know about two hearings in Broward County related to Plaza Home Mortgage vs Kenneth C. Guy...The second is on 6/21 at 1:30pm. It's a motion to declare the case complex as well as to add missing 3rd parties."

16. The trial judge's order signed as a result of the 6/21/17 hearing on a motion to declare the case complex is completely missing from the record as well as the lower court's case tracking software/website. The missing order should be added back to the record as well as the case tracking software.

17. Any existence to the hearing on the motion to declare the case complex is also completely missing from the record as well as the lower court's case tracking software. The correct events should appear in the record and the case tracking software/website, and as such, the missing hearing should be added back to the record and the case tracking software/website.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

18. In declaring a case complex, The Appellant believes that all of the elements required by Fla. R. Civ. P. 1.201(a)(2) were satisfied (see exhibit 'O').

19. The removal of the existence of the hearing on the motion to declare a case complex as well as the removal of the order signed after that same hearing combine to show another example that the alterations in the record were conscientiously made to hide the trial court's abuses of discretion from the 4<sup>th</sup> District Court of Appeals.

**ISSUE VIII**

ADD MISSING ORDER ON 6-19-17 HEARING REQUESTING AN EMERGENCY SUBPEANA AND REMOVE 6-19-17 ORDER ON HEARING REQUESTING AN EMERGENCY SUBPEANA THAT WAS ADDED AFTER THE CASE WAS DISPOSED

20. The hearing requesting an emergency subpoena was held on 6/19/17 at 1:30 PM. However, the order signed as a result of that hearing is time and date stamped and filed by the clerk at 10:24:23 AM on 6/19/17 (see exhibit 'P'). In contrast, Appellant wrote an email to the Appellee providing notice of the upcoming hearings for the case. In that email (exhibit 'L') providing notice for upcoming hearings, the Appellant wrote, "The first is on 6/19 at 1:30pm. It's an emergency motion for a subpoena".

21. If necessary, the Appellant can provide additional evidence that supports the fact that the 6/19/17 order on the emergency motion for a subpoena was held on 6/19/17 at 1:30

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

PM, and currently the record as well as the file for the order on the emergency motion for a subpoena located on the Broward County Clerk of Court case tracking system does not support the time and date contrary to evidence provided by the Appellant, the order signed on 6/19/17 should be updated to match the correct date and time of the hearing, 1:30 PM on 6/19/17.

**ISSUE IX**

ADD MISSING EVIDENCE ON MOTION TO DECLARE FRAUD UPON THE COURT AND 3<sup>RD</sup> PARTY SPOILATION AND REMOVE EVIDENCE ADDED TO THIS MOTION AND ALTERED AFTER THE CASE WAS DISPOSED AND THEN TRANSFERRED TO THE 4<sup>TH</sup> DISTRICT COURT OF APPEALS

22. The file on the motion to declare 3<sup>rd</sup> party spoliation and fraud upon the court (see exhibit 'R') is not how it existed during the trial. The Magistrate Findings/Order – Probable Cause hearing (see exhibit 'Q') shows a cover-up of Terk not being arrested as exhibit 'R' corroborates and as the originally attached evidence to that motion supported. Exhibit 'R' was altered from the trial court's version to the version presented to the 4<sup>th</sup> District Court of Appeals to cover-up the known use of illegally added software added to the Appellant's smart phone that proved and allowed for remote viewing of Appellant's smartphone monitor in real-time.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

23. The only answer that the Appellant can conceive of is fraud, but the Appellant will ask the question anyway, "How could Terk go from not being charged with a crime as the arrest report exhibit 'R' shows to then having a required bond of \$0.00 of 'no charge' as exhibit 'Q' to then crossing out in pen to then add \$250.00 as the required bond for a charge that Terk was never charged with in the first place?"

**ISSUE X**

ADD MISSING 10-9-17 EMERGENCY MOTION FOR REHEARING AND TO ALTER FINAL JUDGEMENT AND REMOVE 10-9-17 EMERGENCY MOTION FOR REHEARING AND TO ALTER FINAL JUDGEMENT THAT WAS ADDED AFTER THE CASE WAS DISPOSED

24. Already proven in 'ISSUE IV' of this motion is the fact that the hearing on 6/22/17 did not and could not have happened as the court documents now claim. In keeping with this fact, the 10/9/17 "Emergency Motion for Rehearing and To Alter Final Judgment" is not the same document that the Appellant provided to the Broward County Clerk of Courts because that document contains several references to the 6/22/17 hearing that never existed.

25. The Appellant is aware that the public policy of the state of Florida regarding spoliation of evidence is that evidentiary presumptions and assumptions should apply to all similar species of evidence. The court house itself, engaging in conscientious acts to engage in Fraud Upon the Court requires that the strictest level of sanctions be imposed on all similar

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

species of evidence. If this rule is to continue to be enforced by this Court then all documents in the possession of the court house should default in the favor of the Appellant, this includes; the Appellee's complaint, the Appellant's answer, all motions, all hearing notices, and even all documents containing evidence.

26. In keeping with the facts presented in this motion, specifically, this issue in this motion combination with 'ISSUE IV' in this motion. A proper motion for Fraud Upon the Court will follow this motion.

**ISSUE XI**

ADD BACK DESHANY CITATION TO 6-7-17 EMERGENCY MOTION FOR A SUBPOENA AND REMOVE DESHANY CITATION FROM 6-7-17 MOTION TO DECLARE INDIGENT STATUS

27. While the Appellant watched the court house files of the lower court alter after the case was disposed, instead of working on a motion for an extension of time to submit to the 4<sup>th</sup> District Court of Appeals, the Appellant began working on a motion to stay in the 4<sup>th</sup> District Court of Appeals so the Appellant could seek review/direction/certiori from the United States Supreme Court.

28. As the 6/7/17 "Emergency Motion For A Subpoena" (see exhibit 'S') originally read where it cited Deshaney v. Winnebago County Dep't of Social Services, 489 U.S. 189,

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

(1989) as the reason why the trial judge had an affirmative duty to grant the Appellant's request. In the order that followed that hearing, the Appellant believes that the trial judge violated his discretion in ruling against the doctrine of star disisus in regards to case law set in the United States Supreme Court.

29. While the Appellant believes that the highest level of sanctions are required for this clear conscientious scheme of Fraud Upon the Court, the least of all sanctions would be evidentiary presumptions. If this minimum of sanctions is imposed by the 4<sup>th</sup> District Court of Appeals then that also would be the entirety of this case, both in regards to the Appellee's claims to be thrown out with prejudice as well as the Appellant's claims and causes of actions to be granted by default.

30. The Appellant has never referenced himself in his writing in the 3<sup>rd</sup> person as Mr. Guy. He references himself as Guy, the Appellant, or the Defendant. To believe that the Appellant would never reference himself as Mr. Guy would be to know the Appellant and know that Mr. Guy reads to the Appellant as nails on a chalk board rings to one's ears. Moreover, many more motions exist in the record that point to the rewriting of all the files that the Appellant, Guy, now refers to himself as Mr. Guy.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

31. Furthermore, moving the Deshany citation from the “Emergency Motion For A Subpoena” (see exhibit ‘S’) and adding it to the, “Motion to Declare Indigent Status” (see exhibit ‘T’) violates basic logic. The determination of indigency is a math problem and nothing more. In determining indigency, legal discretion is not necessary nor required, this is why in most cases it is determined by the clerk upon the indigent applicant filling out a form requesting indigent status. To that end, in requesting to be declared an indigent, it would make no logical sense for the Appellant to invoke the binding United States Supreme Court precedence decided in *Deshaney v. Winnebago County Dep’t of Social Services*, 489 U.S. 189, (1989).

32. Because the security footage and Nova Southeastern University are copied over every 30 days, it would, however, make all the sense in the world for the Appellant to invoke *Deshaney v. Winnebago County Dep’t of Social Services*, 489 U.S. 189, (1989) in the motion for an emergency subpoena because the Appellant would have won the case in its entirety if this motion was granted. Just as it would make all the sense in the world the Appellant to cite *Deshaney*, it would make all the sense in the world for the Broward County Court House to alter the document to remove the *Deshaney v. Winnebago County Dep’t of Social Services*, 489 U.S. 189, (1989) citation because, as already proven, in an act that was a violation of discretion, the

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

Appellant was barred from adding The State of Florida/Broward County as an additional party, they should have been parties to the case and they took every step necessary during the trial and after to obstruct the Appellant from any form of Justice.

33. In examining the evidence provided, while the Appellant would like to be wrong, this case doesn't even fall within the category of case law whereby one is bared from walking through the court house doors. Through the illegal actions of Broward County, and the State of Florida by extension, the Appellant wasn't even allowed to knock at the court house door.

**ISSUE XII**

CORRECT FILING DATE OF MOTION TO DECLARE FRAUD UPON THE COURT AND 3<sup>RD</sup> PARTY SPOILATION AND THE ORIGINALLY FILED DATE BACK TO THE RECORD

34. A screenshot of the Appellant's Bank of America debit card bank statement is provided in exhibit 'U'. To understand the first fact to be raised is to understand the Appellant. The Appellant attempts to eat a healthy diet, note the two charges to Subway on 6/21/17 for 6/19/17 and 6/20/17. After the Appellant filed the, "Motion to Declare 3<sup>rd</sup> Party Spoliation and Fraud Upon the Court" on 6/19/17 he was relieved that he was finally able to, never mind with clear and convincing evidence, he proved beyond a shadow of a doubt that what he had been claiming for over two and a half years was true. That motion proved collusion between a

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V.

PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

mortgage fraud ring, the Fort Lauderdale Police Department, and the Broward County Sheriff's Office. In relief, in assuming that this entire nightmare would end soon, the Appellant decided to indulge in his guilty pleasure, Chinese food from Chopsticks in Wilton Manors (note the first 6/20/19 item in exhibit 'U' shows a charge for Chopsticks on 6/19/17).

35. The following day, on 6/20/17, after obtaining several true copies of the, "Motion To Declare 3<sup>rd</sup> Party Spoliation and Fraud Upon the Court" from the Broward County Clerk, having proof of a hate crime and police misconduct within that motion, and after experiencing over two and a half years of fraud upon the court at the hands of the Broward Sheriff's Office to coverup seemingly unending acts of police misconduct towards the Appellant, all because he constantly and consistently begged for help in being a victim of mortgage fraud, and because BSO wouldn't listen, he reported those officers to BSO's Internal Affairs Department, and because BSO's IA department also engaged in a cover up, the Appellant reported them to the FBI. Regardless, feeling he had no choice in the matter, and to stop more acts of a cover-up, the Appellant went to the FBI campus in Miramar to provide a physical copy to the duty agent at the gate. Note the last 6/20/17 charge in exhibit 'U'. It is for Walgreens in Miramar. This is for a purchase the Appellant made at the Walgreens right next to, and directly south, of the FBI campus in Miramar.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

36. The alteration from the filing date of the, "Motion to Declare 3<sup>rd</sup> Party Spoliation and Fraud Upon the Court" from 6/19/17 to 6/26/17 shows a cover-up by the court house of the judges abuse of discretion on his own order for a CMC hearing requiring that all unheard motions be heard. The motion filed on 6/19/17 should have been heard at the 6/26/17 CMC and it was not. More than just an abuse of discretion, for the court itself to move the hearing dates shows a conscientious scheme to coverup the trial judges abuse of discretion. This act can be described as nothing less than Fraud Upon the Court, but more than that the worse kind of Fraud Upon the Court requiring nothing less than the highest level of sanctions.

37. Regardless if the motion shows a filing date of 6/19/17 or 6/26/17 the outcome will still be the same. The Appellant truly believes that the parties involved have been conned.

**ISSUE XIII**

CORRECT THE RECORD TO REFLECT THE CARD SERVICES, NA LIEN FOR WELLS FARGO AS IT APPEARED IN THE TRIAL COURT'S DOCUMENTS AND REMOVE THE CARD SERVICES, NA LIEN REFERENCES FOR BANK OF AMERICA AS REWRITTEN DOCUMENTS PROVIDED TO THE 4<sup>TH</sup> DISTRICT COURT OF APPEALS NOW STATES

38. The complaint now references the Official Records Book 45865, Page 422 of Broward County, Florida. The Default Judgement that is at this place in the Official Records

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V.

PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

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Book (see exhibit 'V') references a Kenneth Guy living in 2008 at 1901 SW 96<sup>th</sup> Avenue, Miramar, FL, 33025. This Kenneth Guy, the Appellant, has never lived in Miramar and has never had a Bank of America credit card.

39. As a result of being a crime victim, the Appellant has defaulted on a Wells Fargo credit card whose debt is held by Card Services, NA. The Appellant never contested in the Answer that Card Services, NA was a legitimate lien holder, because at the time, the Card Services, NA was a legitimate lien holder for the Wells Fargo card the Appellant once had not for a Bank of America card the Appellant never had.

40. As such, all documents that have been rewritten as part of this massive conscientious and meticulously planned and executed fraud upon the court scheme that reference "Card Services, NA f/k/a Bank of America" are fraudulent documents because the original documents referenced "Card Services, NA f/k/a Wells Fargo".

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

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KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

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Appellant / Petitioner(s)

Appellee / Respondent(s)

**RELIEF SAUGHT**

41. When examined individually, each alteration to the record might be able to be explained by a mistake of one form or another. However, when examined collectively, the altered evidence suggests that a conscientious scheme has been executed by the state to deprive the Appellant from suing the state. While the Appellant was allowed to initiate appeal proceedings in the 4<sup>th</sup> District Court of Appeals, the alteration of the evidence shows that, functionally, the state has engaged in a conscientious scheme to deny the Appellant the right to an appeal as required by Art. V, §4(b)(1), Fla. Const. which states:

“District courts of appeal shall have jurisdiction to hear appeals, that may be taken as a matter of right, from final judgments or orders of trial courts.”

42. While the evidence suggests otherwise, the Appellant refuses to believe that this was a conscientious scheme to remove the Appellant’s rights under Florida’s Constitution. As such, the Appellant would like to provide an opportunity to the lower court to correct the record.

43. The Supreme Court of the United States has recognized that for society to improve, it is imperative that citizens be allowed to sue the government without being thrown

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V.

PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

extra hurdles to jump over by the government. To that point, it was decided in *Mullins Coal Company, Inc. Of Virginia, et. Al., Petitioners, v. Director, Office of Workers' Compensation Programs, United States Department of Labor, et al.*, 484 U.S. 135, 138 (1988), that in cases involving government wrongs, that:

“A single item of qualifying evidence is always sufficient to invoke the interim presumptions.”

44. The exhibits attached to this motion and the corresponding issue where each exhibit is cited meets and/or surpasses the “single item of qualifying evidence” requirement as set by the Supreme Court of the United States in cases involving government wrongs, and it is because of this that it is incumbent on this court to grant the Appellant’s request for relief.

45. The provided evidence proves that the case was altered after the case was disposed. Either through a deliberate scheme or accidental clerical oversight, omission, or mistake is not up to the Appellant to decide. Regardless of the motive, the fact still remains, the Appellant has been wronged by the government.

46. It was decided in *Deshaney v. Winnebago County Dep’t of Social Services*, 489 U.S. 189, (1989) that when the government has wronged someone a “special relationship” is formed between the government and the person whom has been wronged, and when a

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

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L. T. No.: CACE 16022826

KENNETH CARL GUY

V.

PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

“special relationship” such as this exists, the government has an affirmative duty to correct that wrong.

47. The pleading standard for determining a “special relationship”, as set in *Deshaney v. Winnebago County Dep’t of Social Services*, 489 U.S. 189, (1989), is mere negligence. The provided evidence in this motion more that surpasses “mere negligence”. As such, this court has an affirmative duty to correct or to allow for the correction of the wrongs committed against the Appellant.

48. Fla. R. App. P. 9.200 (f) (3) states:

“If the court finds that the record is not in compliance with the requirements of subdivision (d) of this rule, it may direct the clerk of the lower tribunal to submit a compliant record, which will replace the previously filed noncompliant record. “

As such, The Appellant respectfully requests that this Court direct the clerk of the lower court tribunal to correct the noncompliant record, as it has been altered after the case was disposed, and instead, submit a compliant record that is consistent with what actually occurred in CACE 16022826.

49. Fla. R. App. P. 9.300 (b) states:

“An order granting an extension of time for preparation of the record, or the index to the record, or for filing of the transcript of proceedings, shall extend

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V.

PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

automatically, for a like period, the time for service of the next brief due in the proceedings.”

As such, the Appellant also requests an order to toll time until the compliant record is submitted to the 4<sup>th</sup> District Court of Appeals.

50. The 4<sup>th</sup> District Court of Appeals does not allow Appellants or Appellees to assign blame. However, the Appellant believes that this motion proves more than just an abuse of discretion. The Appellant believes that this motion proves a conscientious scheme to violate the Appellant’s constitutional rights. If this Court also believes that this is the case, it would then be unconstitutional and inconsistent with the law to direct the lower court to engage in an action that would allow for the covering up of a consciences scheme to violate the Appellant’s basic rights, and this court should deny the Appellant’s request of this court to direct the lower court to correct the record because essentially, the Appellant would be asking this court to collude with a crime that has already taken place. If this court believes that this is the case, the request for the record should be rejected, the request for an order to toll time should be granted and the Appellant should instead be granted leave to write a motion for Fraud Upon the Court and ask the court for the appropriate relief that the law allows for and/or requires.

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

**LIST OF EXHIBITS**

FINAL DISPOSITION FORM.....A

CROSS-NOTICE OF HEARING (SUMMARY JUDGEMENT).....B

FINAL JUDGEMENT.....C

MOTION TO ADD MISSING 3<sup>RD</sup> PARTIES (COURT’S VERSION).....D

MOTION TO ADD MISSING 3<sup>RD</sup> PARTIES (COPY PROVIDED TO APPELLANT).....E

TRIAL COURT FORECLOSURE INSTRUCTIONS.....F

7-26-17 ORDER SETTING CASE MANAGEMENT CONFERENCE FOR 9-27-17.....G

6-26-17 ORDER SETTING CASE MANAGEMENT CONFERENCE FOR 7-26-17.....H

5-10-17 MOTION APPOSING SUMMARY JUDGEMENT.....I

4-24-17 MOTION FOR SUMMARY JUDGEMENT.....J

TEXT CONFIRMING 6-5-17 FILING OF APPELLANT’S ANSWER .....K

6-14-17 EMAIL WITH 6-19-17 AND 6-21-17 HEARING NOTICE.....L

BROWARD COUNTY RECORD OF \$75,500 WARRANTY DEED.....M

5-15-17 ORDER GRANTING RELIEF FROM DEFAULT JUDGEMENT.....N

MOTION TO DECLARE A CASE COMPLEX.....O

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V.

PLAZA HOME MORTGAGE, INC

---

Appellant / Petitioner(s)

Appellee / Respondent(s)

6-19-17 1:30 PM ORDER ON DEFENDANT'S EMERGENCY MOTION FOR A SUBPEANA.....P  
MAGISTRATE FINDINGS/ORDER – PROBABLE CAUSE FOUND.....Q  
6-26-17 MOTION TO DECLARE FRAUD UPON THE COURT AND 3<sup>RD</sup> PARTY SPOILATION.....R  
6-7-17 EMERGENCY MOTION FOR A SUBPEANA.....S  
6-7-17 MOTION TO DECLARE INDIGENT STATUS.....T  
APPELLANT'S BANK OF AMERICA 5-24-17 TO 6-23-17 STATEMENT SCREENSHOT.....U  
BANK OF AMERICA DEFAULT JUDGEMENT TO ANOTHER KENNETH GUY.....V

IN THE DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA  
FOURTH DISTRICT, 1525 PALM BEACH LAKES BLVD., WEST PALM BEACH, FL 33401

January 5, 2018

CASE NO.: 4d17-3335  
L. T. No.: CACE 16022826

KENNETH CARL GUY

V. PLAZA HOME MORTGAGE, INC

---

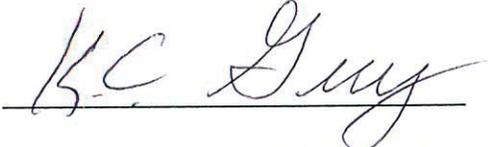
Appellant / Petitioner(s)

Appellee / Respondent(s)

**CERTIFICATE OF SERVICE AND COMPLIANCE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 9<sup>th</sup> day of

January 2017 to: Allison Thompson, 1881 West Kennedy Boulevard, Suite D, Tampa, FL, 33606-1611.



---

KENNETH C. GUY

**Appellant**

Kenneth Carl Guy  
3109 Oakland Shores Dr. Unit G-108  
Oakland Park, FL, 33309

**Appellee**

Allison Thompson  
1881 West Kennedy Boulevard, Suite D  
Tampa, FL, 33606-1611

# EXHIBIT A

Form 1.998

## FINAL DISPOSITION FORM

This form shall be filed by the prevailing party for the use of the Clerk of Court for the purpose of reporting judicial workload data pursuant to Florida Statutes section 25.075.

I. Case Style

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

**PLAZA HOME MORTGAGE, INC.,**

Plaintiff,

v.

Case No. CACE-16-022826

**KENNETH CARL GUY, et al.,**

Defendants.

CLERK OF THE COURT  
ON 9-27-17  
BY VS

II. Means of Final Disposition (Place an "X" in one box for major category and one subcategory, if applicable, only)

- Dismissed Before Hearing
  - Dismissed Pursuant to Settlement- Before Hearing
  - Dismissed Pursuant to Mediated Settlement- Before Hearing
  - Other- Before Hearing
- Dismissed After Hearing
  - Dismissed Pursuant to Settlement- After Hearing
  - Dismissed Pursuant to Mediated Settlement- After Hearing
  - Other- After Hearing
- Disposed by Default
- Disposed by Judge
- Disposed by Non-Jury Trial
- Disposed by Jury Trial
- Other

Date: 9/19/17

Signature of Attorney for Prevailing Party



# EXHIBIT B

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

**PLAZA HOME MORTGAGE, INC.,**

Plaintiff,

v.

CASE NO. CACE-16-022826

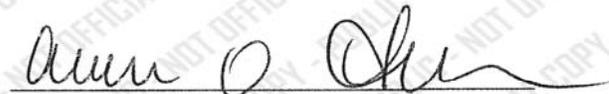
**KENNETH CARL GUY, et al.,**

Defendants.

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**CROSS-NOTICE OF HEARING**

Please be notified that this cause will come before The Honorable Judge in The Broward Courthouse, 201 S.E. 6<sup>th</sup> Street, Room 14160, Fort Lauderdale, Florida 33301, on **September 27, 2017 at 1:30 p.m.** upon Plaintiff's Motion for Summary Judgment.



Allison D. Thompson

[athompson@solomonlaw.com](mailto:athompson@solomonlaw.com)

Florida Bar No. 0036981

[foreclosure@solomonlaw.com](mailto:foreclosure@solomonlaw.com)

**THE SOLOMON LAW GROUP, P.A.**

1881 West Kennedy Boulevard, Suite D

Tampa, Florida 33606-1606

(813) 225-1818 (Tel)

(813) 225-1050 (Fax)

Attorneys for **Plaintiff**

**Certificate of Service**

I certify that a copy of the foregoing Cross-Notice of Hearing has been furnished by Electronic mail and/or United States Mail, as designated, on July 1, 2017 to:

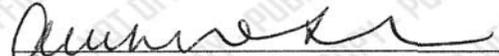
Aug

Kenneth Carl Guy  
P.O. Box 8741  
Fort Lauderdale, FL 33310

Candace C. Solis  
Becker & Poliakoff, P.A.  
[MIRServiceMail@bplegal.com](mailto:MIRServiceMail@bplegal.com)

**Attorney for Defendant Oakland Shore Condominium #1**

FIA Card Services, N.A. f/k/a Bank of America  
1100 North King Street  
Wilmington, Delaware 19884



Allison D. Thompson  
[athompson@solomonlaw.com](mailto:athompson@solomonlaw.com)  
Florida Bar No. 0036981  
[foreclosure@solomonlaw.com](mailto:foreclosure@solomonlaw.com)

**THE SOLOMON LAW GROUP, P.A.**  
1881 West Kennedy Boulevard, Suite D  
Tampa, Florida 33606-1606  
(813) 225-1818 (Tel)  
(813) 225-1050 (Fax)  
Attorneys for **Plaintiff**



**"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Diana Sobel, Room 20140, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, 954-831-7721 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711."**

\*\*\*\* FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 9/27/2017 8:35:44 AM.\*\*\*\*

# EXHIBIT C

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

**PLAZA HOME MORTGAGE, INC.,**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

Defendants.

**Filed In Open Court**  
**CLERK OF THE CIRCUIT COURT**  
ON 9-27-17  
BY VS

\_\_\_\_\_/\_\_\_\_\_  
**FINAL JUDGMENT**

THIS ACTION was heard before the Court upon Plaintiff's Motion for Summary Judgment.

On the evidence presented;

IT IS ADJUDGED that:

1. Plaintiff, Plaza Home Mortgage, Inc., whose address 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047, is due:

Principal	\$65,983.52
Interest to date of this judgment @5.0%	
(from 04/01/16 to 07/19/17)	\$4,286.65
(from 07/20/17 to 09/27/17)	\$623.76
Escrow Advance	\$2,225.89
Non-Sufficient Funds Charges	\$20.00
Accumulated Late Charges	\$72.96
Property Inspections Fees	\$224.00
Title Commitment	\$300.00

\* Attorneys' Flat Fee: \$2,800.00

(\*The requested attorney's fee is a flat rate fee that the firm's client has agreed to pay in this matter. Given the amount of the fee requested and the labor expended, the Court finds that a lodestar analysis is not necessary and that the flat fee is reasonable)

Attorneys' fee total \$2,800.00

**Court Costs, now taxed**

Filing Fees	\$1,002.40
Recording Fees	\$18.50
Service of Process	\$300.00

Local Counsel Fees	\$285.00
Expert Fee Cost	\$25.00
<b>TOTAL SUM</b>	<b>\$78,167.68</b>

That shall bear interest at a rate of 5.17% 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 Broward County, Florida:

**UNIT NUMBER G-108, OF OAKLAND SHORES CONDOMINIUM #1, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 5709, AT PAGE 85, AS AMENDED FROM TIME TO TIME, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

**The address of which is 3109 Oakland Shores Drive Unit G108, Oakland Park, Florida 33309.**

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 shall sell the property at public sale to the highest bidder for cash, except as set forth hereinafter, on 11/17, 2017, at 10:00 A.M. at www.broward.realforeclose.com in accordance with Chapter 45 Florida Statutes.

4. Plaintiff shall advance all subsequent required 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 of 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 the 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 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 and defendant's right of redemption as prescribed by section 45.0315, Florida Statutes (2017) shall be terminated, 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.

7. Jurisdiction of this action is retained to enter further orders that are proper including, without limitation, writs of possession and a deficiency judgment.

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

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 MONEY TO WHICH YOU ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT AT 954-831-5745 WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.

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 TO HELP 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 LEGAL AID SERVICE OF BROWARD COUNTY, INC., TELEPHONE NUMBER, 954-765-8950, 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 LEGAL AID SERVICE OF BROWARD COUNTY, INC. FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THIS NOTICE.

**ORDERED** in Ft. Lauderdale, Broward County, Florida, on September 27, 2017.

  
\_\_\_\_\_  
Senior Judge

Conformed copies furnished by U.S.  
mail to all of the following parties:

J. Andrew Baldwin  
**THE SOLOMON LAW GROUP, P.A.**  
1881 West Kennedy Boulevard, Suite D  
Tampa, Florida 33606-1611  
Attorneys for **Plaintiff**

Kenneth Carl Guy  
P.O. Box 8741  
Fort Lauderdale, FL 33310

Candace C. Solis  
Becker & Poliakoff, P.A.  
Huntington Centre Corporate Park  
2901 SW 149<sup>th</sup> Avenue, Suite 140  
Miramar, FL 33027  
**Attorney for Defendant Oakland Shore Condominium #1**

FIA Card Services, N.A. f/k/a Bank of America  
1100 North King Street  
Wilmington, Delaware 19884

*Jan Dolan - UT - 757071*  
*Kenneth C. Guy - pro se*

11901.22465

# EXHIBIT D

IN THE CIRCUIT COURT OF THE SEVENTEENTH  
JUDICIAL CIRCUIT, IN AND FOR BROWARD  
COUNTY, FLORIDA

CASE NO.: CACE 16-22826

Plaza Home Mortgage

Plaintiff,

vs.

Kenneth Carl Guy  
Defendant.

ORDER

THIS CAUSE was considered by the Court on the following Motion(s)

Defendant's Motion to Add  
Missing Third Parties

HEARING was held on June 21, 2017

THE COURT having considered the grounds for the Motion, taken testimony, heard argument and considered the applicable law, it is FOUND,

ORDERED AND ADJUDGED as follows:

Denied

DONE AND ORDERED at Ft. Lauderdale on 6/22/17

MPT 6/22/17

CIRCUIT COURT JUDGE

Copies furnished:  In Open Court  
 By Mail

Teri Dolan-IT-757071

K.C. Guy

EXHIBIT F

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT, IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE 16-22826

Plaza Home Mortgage

Plaintiff,

vs.

ORDER

Kenneth Carl Guy  
Defendant.

THIS CAUSE was considered by the Court on the following Motion(s) \_\_\_\_\_

Defendant's Motion to Add Missing Third Parties

HEARING was held on June 21, 2017

THE COURT having considered the grounds for the Motion, taken testimony, heard argument and considered the applicable law, it is FOUND,

ORDERED AND ADJUDGED as follows:

Denied

DONE AND ORDERED at Ft. Lauderdale on 6/21/17

JOEL T. LAZARUS

JUN 21 2017  
CIRCUIT COURT JUDGE  
TRUE COPY

Copies furnished:  In Open Court  
 By Mail

# Instructions

## RESIDENTIAL MORTGAGE FORECLOSURE

### Division 11 and Division 28

Updated March 30, 2017

- Along with this Web Page, please familiarize yourself with the Judge's Procedures found at: [Division 11 Procedures](#)
- If you are a self-represented person (*pro se*), want to schedule a hearing, have an upcoming foreclosure sale or have been issued a Writ of Possession please see the **Self Represented Litigant flyer** for further information.
- **Emergency hearings**, are limited to emergency motion to cancel foreclosure sale and emergency motion to stay a writ of possession. These are handled in the manner outlined in the [Judge's Procedures](#) and on the [Self Represented Litigant flyer](#).
- Regular **Foreclosure Trials** are set for Tuesdays and Wednesdays only; if necessary rescheduling for another day may occur at the regular hearing time.
- **Uniform Motion Calendar (UMC) Hearings** and **Case Management Conferences (CMC)** are set for Monday – Wednesday.
- Users of Division 11 may upload **Agreed E-Orders ONLY**. Agreed Orders must carry the word **AGREED** in the motion and order title.
- Users of Division 11 may also E-Schedule Uniform Motion Calendar Hearings and Trials via **Online Scheduling System**.
- To upload Agreed Orders and use Online Scheduling visit the **17<sup>th</sup> Judicial Circuit of Florida website**, look for *Quick Links* then click on *eOrder Instructions* or *Online Scheduling System* (one of the bullet points below).
- **Special Sets Hearings** are most often held on Thursdays and must be scheduled through a case manager and in agreement with all parties.

To communicate with the Foreclosure Unit please use the following methods:

- **Telephone:-** (954) 831-7770
- **Email:-** [foreclosure@17th.flcourts.org](mailto:foreclosure@17th.flcourts.org)
- **Mailing Address:-** Broward County Courthouse, Room 19160  
201 S.E. 6<sup>th</sup> Street,  
Fort Lauderdale FL 33301

## **ADMINISTRATIVE ORDERS**

[2014-17-CIV](#): As to Residential Mortgage Foreclosure (Affidavit of Compliance With Administrative Order As To Summary Judgment Hearings)

[2015-26-CIV](#): Establishing Circuit Civil Case Distribution

## **ONLINE SCHEDULING**

- Attorneys are encouraged to set blocks of cases for judicial economy.
- Self-represented persons may schedule on line as well or review the **[SELF-REPRESENTED LITIGANT](#)** link to see how a Foreclosure Case Manager can help.

To **schedule hearings** on-line click [here](#)

Click [here](#) for **On-line Scheduling instructions**

## **RESIDENTIAL MORTGAGE FORECLOSURE SCHEDULING CALENDARS**

- All **Division 11** and **Division 28** cases should be noticed for either Room 518 or 519:
  - **Courtroom WW14160** for Motion and CMCs
  - **Courtroom WW4150** for Foreclosure Trialsunless you are otherwise advised by the Judge or a Foreclosure Case Manager.
- Uniform Motion Calendar (UMC) Hearings and Foreclosure Trials may be scheduled by both litigants and the Court.
- Case Management Conferences (CMC) are scheduled by the Court only.
- Special Set Hearings are scheduled by the Court only, however the notice of hearing must be sent out by the party requesting the hearing.
- Orders executed by the Court require the Plaintiff's attorney to inform all parties including the defendant or the defendant's attorney.

## **SCHEDULING FOR SELF-REPRESENTING PERSONS**

Self-represented (*pro se*) litigants may have their hearings scheduled with the help of a Foreclosure Case Manager. A valid national identification (passport, driver's license, etc.) and a copy of the filed motion are required. A copy of the motion and notice of hearing must be sent to all parties in the matter.

To register for On-Line Scheduling click here [\*User Agreement For On-Line Scheduling\*](#) form.

This form must be returned to [div07@17th.flcourts.org](mailto:div07@17th.flcourts.org).

Please review the [\*\*SELF-REPRESENTED LITIGANT\*\*](#) link for more information.

## **COMMUNITY RESOURCES**

### **Weathering Florida's Foreclosure Crisis**

#### **Broward – Your First Call For Help**

- Dial 2-1-1 or (954) 537-0211
- <http://211-broward.org/service/> (includes some legal resources)

#### Lawyer Referral Service - Broward County Bar Association

- (954) 764-8310
- <https://www.browardbar.org/referrals.php>

#### Legal Aid Service of Broward County

- (954) 765-8950
- <http://www.legalaid.org/broward/>

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

Case No.: CACE16022826

EXHIBIT G

Plaintiff,  
Plaza Home Mortgage Inc  
v.

Defendants.  
Kenneth Carl Guy



ORDER SETTING CASE MANAGEMENT CONFERENCE

The Court pursuant to Florida Rule of Civil Procedure 1.200(a) after review of the Clerk of Court case maintenance records hereby orders:

1. All parties, individually or through counsel, to appear for a Case Management Conference on 09-27-2017 1:30 PM, at the Broward Courthouse, 201 S.E. Sixth Street, **Room 14160**, Fort Lauderdale, Florida 33301. **Mandatory attendance is required for Plaintiff's current counsel of record, including co-counsel; counsel for any party with a pending cross-claim or counterclaim; defense counsel and/or Pro Se Defendants. Corporate parties are reminded that Florida law requires that they be represented by a member of the Florida Bar in good standing.**
2. The Case Management Conference shall be presided over by the undersigned or other judge or general magistrate authorized to hear circuit matters.
3. At the time of the Case Management Conference, the judge or general magistrate shall hear those matters as authorized by Florida Rule of Civil Procedure 1.200(a) **and shall hear all pending motions that shall include any Motion for Summary Judgment properly noticed for hearing.**
4. If a case has been resolved, the parties may avoid the case management conference by forwarding the appropriate paperwork to close the file to the Broward County Courthouse, Courtroom WW14160, 201 S.E. 6<sup>th</sup> Street, Fort Lauderdale, Florida, five (5) days prior to the date of the case management conference.
5. If a party fails to appear at the Case Management Conference, the Court may dismiss the action, strike pleadings, limit proof, or take any other appropriate action.
6. It is hereby ordered that Plaintiff's lead counsel shall serve a copy of this order on all parties no less than 20 days prior to the case management conference.

DONE AND ORDERED at Fort Lauderdale, Broward County Florida this 07-26-2017 1:31 PM

CIRCUIT JUDGE

**If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact ADA Coordinator, Room WW20140, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, 954-831-7721 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.**

TF ERADY PAIDIT A NAME 653144

IN THE CIRCUIT COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

Case No.: CACE16022826

Plaintiff,  
Plaza Home Mortgage Inc  
v.

EXHIBIT H

Defendants.  
Kenneth Carl Guy

ORDER SETTING CASE MANAGEMENT CONFERENCE

The Court pursuant to Florida Rule of Civil Procedure 1.200(a) after review of the Clerk of Court case maintenance records hereby orders:

1. All parties, individually or through counsel, to appear for a Case Management Conference on 07-26-2017 1:30 PM at the Broward Courthouse, 201 S.E. Sixth Street, Room 14160, Fort Lauderdale, Florida 33301. **Mandatory attendance is required for Plaintiff's current counsel of record, including co-counsel; counsel for any party with a pending cross-claim or counterclaim; defense counsel and/or Pro Se Defendants. Corporate parties are reminded that Florida law requires that they be represented by a member of the Florida Bar in good standing.**
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3. At the time of the Case Management Conference, the judge or general magistrate shall hear those matters as authorized by Florida Rule of Civil Procedure 1.200(a) **and shall hear all pending motions that shall include any Motion for Summary Judgment properly noticed for hearing.**
4. If a case has been resolved, the parties may avoid the case management conference by forwarding the appropriate paperwork to close the file to the Broward County Courthouse, Courtroom WW14160, 201 S.E. 6<sup>th</sup> Street, Fort Lauderdale, Florida, five (5) days prior to the date of the case management conference.
5. If a party fails to appear at the Case Management Conference, the Court may dismiss the action, strike pleadings, limit proof, or take any other appropriate action.
6. It is hereby ordered that Plaintiff's lead counsel shall serve a copy of this order on all parties no less than 20 days prior to the case management conference.

DONE AND ORDERED at Fort Lauderdale, Broward County Florida this 06-26-2017 10:39 AM



CIRCUIT JUDGE

**If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact ADA Coordinator, Room WW20140, 201 S.E. Sixth Street, Fort Lauderdale, Florida 33301, 954-831-7721 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.**

*Jan Dolen - IT - 757071*

Case Number: CACE-16-022826 Division: 11

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA CIVIL ACTION

**PLAZA HOME MORTGAGE, INC.**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

---

**Response To Plaintiff's Motion For Summary Judgment**

This is a response to Plaintiff's Motion for Summary Judgment made pursuant to Florida Rule of Civil Procedure 1.510.

The amount past due and interest fees in exhibit F are called into question. Defendant had a cashier's check created by Bank of America on 11/12/16, and shortly thereafter, Defendant mailed that cashier's check to Plaintiff. Regardless of the reason, lost mail, excusable neglect, or deliberate fraud, the cashier's check mailed to Plaintiff was never cashed. The cashier's check was valid for the full 90 days after it was issued. The money for the cashier's check was held by Bank of America outside of direct access by the Defendant until 5/9/17 when Defendant filed a "Declaration of Loss and Indemnity Agreement Stop Payment" through Bank of America so he could reissue another cashier's check to Plaza Home Mortgage. Had Plaintiff cashed the cashier's check the financial specifics that Plaintiff alleges in exhibit F would be completely different.

This motion has met the "Scintilla of Doubt" standard necessary to deny Plaintiff's motion for summary judgment. Therefore, the Defendant requests that Plaintiff's motion for summary judgment be denied.

Kenneth Carl Guy



3109 Oakland Shores Dr., unit G-108,  
Oakland Park, FL, 33309

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

**PLAZA HOME MORTGAGE, INC.,**

**EXHIBIT J**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

Defendants.

---

**PLAINTIFF'S MOTION FOR SUMMARY JUDGMENT**

Plaza Home Mortgage, Inc. ("**Plaza**") moves the Court for entry of Summary Judgment in favor of Plaza and against Kenneth Carl Guy ("**Defendant**"), Oakland Shore Condominium #1, Inc. (the "**Association**"), and FIA Card Services, N.A. f/k/a Bank of America ("**Card**") for all relief demanded in the Verified Complaint. This Motion for Summary Judgment is made pursuant to Florida Rule of Civil Procedure 1.510. The exhibits attached hereto are designated as Summary Judgment evidence pursuant to Florida Rule of Civil Procedure 1.510. In support of this Motion for Summary Judgment, Plaza states the following:

**SUMMARY JUDGMENT STANDARD**

Summary judgment should be granted "if the pleadings, depositions, answers to interrogatories, admissions, affidavits, and other materials as would be admissible in evidence on file show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law." Fla. R. Civ. P. 1.510(c).

Once the party seeking summary judgment demonstrates the absence of an issue of material fact, the burden shifts to the nonmovant to affirmatively show specific facts showing that there is genuine issue for trial. *Anderson v. Liberty Lobby, Inc.*, 477 U.S. 242, 250 (1986). Furthermore, "the mere existence of a scintilla of evidence in support of (nonmovant's) position is insufficient." *Id.* On the same token, "[i]ssues of fact do not arise merely because a party

disagrees with the facts established by competent evidence submitted by the moving party in a summary judgment proceeding, nor merely because the party moved against would like the opportunity of having a jury pass upon such facts and make an independent determination as to the correctness thereof.” *F & R Builders v. Lowell Dunn Co.*, 364 So. 2d 826, 828 (Fla. 3d DCA 1978). The party opposing summary judgment cannot simply make conclusory allegations or legal conclusions. *First Nat’l Bank of Az. v. Cities Serv. Co.*, 391 U.S. 252, 289 (1986).

## UNDISPUTED FACTS

### THE LOAN

1. On April 30, 2014, United American Mortgage Funding LLC (“**United**”) made a loan to Defendant in the initial principal amount of \$67,950.00 (the “**Loan**”).

2. The Loan was, is, and shall continue to be codified and secured by the following instruments:

(a) A Note, dated April 30, 2014, executed and delivered to United by Defendant in the initial principal amount of \$67,950.00 (the “**Note**”), a copy of which is attached hereto as Exhibit “**A**”; and

(b) A Mortgage, dated April 30, 2014, executed and delivered to Mortgage Electronic Registration Systems, Inc. (“**MERS**”) as nominee for United, its successors and assigns, by Defendant, which was recorded on May 1, 2014 in Official Records Book 50743, Page 318 of the Public Records of Broward County, Florida, (the “**Mortgage**”), a copy of which is attached hereto as Exhibit “**B**”.

[The instruments referenced in paragraph 2(a) and 2(b) are hereinafter collectively referred to as the “**Loan Documents**”.]

3. On October 7, 2016, Mortgage Electronic Registration Systems, Inc., as nominee for United, its successors and assigns, assigned all of its interest in the Loan Documents to Plaza by way of an Assignment of Mortgage, a copy of which is attached hereto as Exhibit "C".

4. Plaza owns and holds the loan documents.

### THE PROPERTY

5. The real property that is the subject of this foreclosure action is described as follows:

UNIT NUMBER G-108, OF OAKLAND SHORES CONDOMINIUM #1, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 5709, AT PAGE 85, AS AMENDED FROM TIME TO TIME, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

The address of which is 3109 Oakland Shores Drive Unit G108, Oakland Park, Florida 33309.

(collectively the "**Property**").

6. Defendant owns the Property and is believed to be in possession of some or all thereof.

7. Defendant may claim an interest in the Property by virtue of Defendant's ownership or possession of the Property. However, any interest that may be held by Defendant in the Property, if any, is subordinate and inferior to the lien of the Mortgage.

8. The Association may have or claim an interest in the Property by virtue of accrued and accruing assessments. However, any interest that may be held by the Association in the Property, if any, is subordinate and inferior to the lien of the Mortgage, except as required under Section 718/720, Florida Statutes (2016).

9. Card may have or claim an interest in the Property by virtue of an inferior lien, the original of which was recorded in Official Records Book 45865, Page 422 of the Public Records of Broward County, Florida. However, any interest that may be held by Card in the Property, if any, is subordinate and inferior to the lien of the Mortgage.

### **DEFAULT OF THE LOAN DOCUMENTS**

10. On or about May 1, 2016, and thereafter, Defendant failed to tender the principal and interest payments as required by the Loan Documents.

11. Defendant's failure to make the above-referenced payments constitutes a breach and default under the Loan Documents.

12. Pursuant to the terms of the Loan Documents, Plaza has elected to accelerate the indebtedness owed by Defendant.

13. Prior to the institution of this action, Plaza demanded that Defendant comply with the terms of the Loan Documents. Such demands provided Defendant an opportunity to cure the default and discharge their obligations to Plaza under the Loan Documents. The June 28, 2016 default notice is attached hereto as Exhibit "D".

### **DAMAGES**

14. In accordance with the Loan Documents, Defendant owes Plaza the following amounts:

(a) Outstanding principal: \$65,983.52 (see Affidavit of Indebtedness attached hereto as Exhibit "E").

(b) Accrued interest through April 1, 2017: \$3,299.16 (see Affidavit of Indebtedness attached hereto as Exhibit "E").

(c) Escrow advance: \$1,246.65 (see Affidavit of Indebtedness attached hereto as Exhibit “E”).

(d) Non-sufficient funds charges: \$20.00 (see Affidavit of Indebtedness attached hereto as Exhibit “E”).

(e) Accumulated late charges: \$72.96 (see Affidavit of Indebtedness attached hereto as Exhibit “E”).

(f) Property inspection fees: \$182.00 (see Affidavit of Indebtedness attached hereto as Exhibit “E”).

(g) Attorneys’ Fees: \$2,800.00 (see Affidavit of Attorneys’ Fees attached hereto as Exhibit “F”; see also Affidavit of Reasonableness of Attorneys’ Fees attached hereto as Exhibit “G”).

(h) Costs: \$1,645.90 (see Affidavit of Costs attached hereto as Exhibit “H”).

15. The total amount due and owing is **\$75,250.19**.

#### **AFFIRMATIVE DEFENSES**

16. The Association filed an Answer and Affirmative Defenses to Plaza’s Verified Complaint.

17. The Association’s Affirmative Defenses were limited to asserting their rights pursuant to §718.116, Florida Statutes. This does not prevent the Court from entering judgment as sought by Plaza. Plaza does not dispute that the Association is entitled to its statutory protections.

#### **CONCLUSION**

Upon review of the Summary Judgment evidence, it is clear that there is no genuine issue as to any material fact and Plaza is entitled to a judgment as a matter of law.

WHEREFORE, Plaza respectfully requests that the Court:

- (a) enter Summary Judgment in favor of Plaza for all relief sought in the Verified Complaint;
- (b) order foreclosure of all other liens or encumbrances that are subordinate to the liens that form the basis of Plaza's claims in the Verified Complaint and this Motion, as well as the liens or other interests of all other parties claiming any interest in the property;
- (c) retain jurisdiction to permit entry of further orders as necessary; and
- (d) award to Plaza such other relief as may be appropriate under the circumstances, including a judgment in favor of Plaza and against Defendant in the amount of any deficiency that may remain after sale of the Property and application of the sale proceeds toward satisfaction of Plaza's claims under the Loan Documents.



J. Andrew Baldwin

[dbaldwin@solomonlaw.com](mailto:dbaldwin@solomonlaw.com)

Florida Bar No. 671347

Allison D. Thompson

[athompson@solomonlaw.com](mailto:athompson@solomonlaw.com)

Florida Bar No. 0036981

[foreclosure@solomonlaw.com](mailto:foreclosure@solomonlaw.com)

**THE SOLOMON LAW GROUP, P.A.**

1881 West Kennedy Boulevard, Suite D

Tampa, Florida 33606-1611

(813) 225-1818 (Tel)

(813) 225-1050 (Fax)

Attorneys for **Plaintiff**

Certificate of Service

I certify that a copy of the foregoing Motion for Summary Judgment has been furnished by United States Mail and Electronic Mail, as designated, on April 24, 2017 to:

Kenneth Carl Guy  
3109 Oakland Shores Drive Unit G108  
Oakland Park, Florida 33309

Candace C. Solis  
Becker & Poliakoff, P.A.  
[MIRServiceMail@bplegal.com](mailto:MIRServiceMail@bplegal.com)

**Attorney for Defendant Oakland Shore Condominium #1**

FIA Card Services, N.A. f/k/a Bank of America  
1100 North King Street  
Wilmington, Delaware 19884



J. Andrew Baldwin  
[dbaldwin@solomonlaw.com](mailto:dbaldwin@solomonlaw.com)  
Florida Bar No. 671347

Allison D. Thompson  
[athompson@solomonlaw.com](mailto:athompson@solomonlaw.com)  
Florida Bar No. 0036981  
[foreclosure@solomonlaw.com](mailto:foreclosure@solomonlaw.com)

**THE SOLOMON LAW GROUP, P.A.**  
1881 West Kennedy Boulevard, Suite D  
Tampa, Florida 33606-1611  
(813) 225-1818 (Tel)  
(813) 225-1050 (Fax)  
Attorneys for **Plaintiff**

**NOTE**

GUY  
Loan # [REDACTED]  
Serv. #: 1451067225  
MIN: 100109800002631787

APRIL 30, 2014  
[Date]

FT LAUDERDALE,  
[City]

FLORIDA  
[State]

3109 OAKLAND SHORES DR G108, OAKLAND PARK, FL 33309  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$67,950.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is UNITED AMERICAN MORTGAGE FUNDING LLC. I will make all payments under this Note in the form of cash, check or money order.

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

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.000%.

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

**3. PAYMENTS**

**(A) Time and Place of Payments**

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

I will make my monthly payment on the 1ST day of each month beginning on JUNE 1, 2014. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on MAY 1, 2044, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 4820 EASTGATE MALL, SUITE 100, OAKLAND PARK, FL 92121 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$364.77.

**4. BORROWER'S RIGHT TO PREPAY**

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

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

**5. LOAN CHARGES**

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

**EXHIBIT A**

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

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

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

**7. GIVING OF NOTICES**

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

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

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

**10. UNIFORM SECURED NOTE**

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

If all or any part of the Property or any Interest in the Property is sold or transferred (or if

1451067225



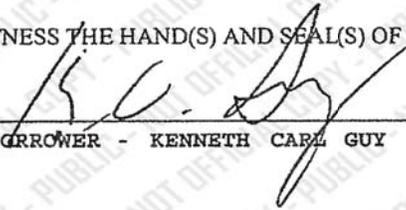
Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is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

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

**11. DOCUMENTARY TAX**

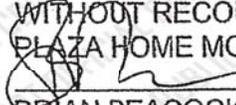
The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

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

  
\_\_\_\_\_  
- BORROWER - KENNETH CARL GUY

*[Sign Original Only]*

MORTGAGE LOAN ORIGINATOR GRADY KIMBER WHITE  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 352949  
MORTGAGE LOAN ORIGATION COMPANY UNITED AMERICAN MORTGAGE FUNDING LLC  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 249864

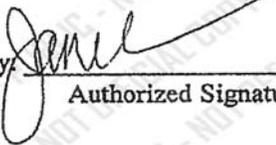
PAY TO THE ORDER OF  
WITHOUT RECOURSE:  
PLAZA HOME MORTGAGE, INC.  
  
\_\_\_\_\_  
BRIAN PEACOCK  
OPERATIONS TEAM LEAD

**ALLONGE TO NOTE**

UNITED AMERICAN MORTGAGE FUNDING LLC hereby sells, transfers, assigns, and conveys without recourse or warranty, express or implied to **PLAZA HOME MORTGAGE, INC.** all right, title, and interest in a certain Note dated April 30, 2014, in the stated principal amount of \$57,950.00 made by Kenneth Carl Guy to the order of United American Mortgage Funding LLC.

PAY TO THE ORDER OF  
**PLAZA HOME MORTGAGE, INC.**

WITHOUT RECOURSE:  
UNITED AMERICAN MORTGAGE FUNDING LLC

By:   
\_\_\_\_\_  
Authorized Signature

Jane Latchford  
V.P. Controller  
PLAZA HOME MORTGAGE, INC.  
POA FOR: United American Mortgage Funding LLC.

2

After Recording Return To:  
PLAZA HOME MORTGAGE, INC.  
4820 EASTGATE MALL, SUITE 100  
SAN DIEGO, CA 92121

ATTN: POST CLOSING

This Document Prepared By:

PLAZA HOME MORTGAGE, INC.  
4655 SALISBURY ROAD, STE 250  
JACKSONVILLE, FL 32256  
(904) 332-6380

[Space Above This Line For Recording Data]

### MORTGAGE

GUY  
Loan # [REDACTED]  
Serv. #: 1451067225  
MIN: 100109800002631787  
MERS Phone: 1-888-679-6377  
PIN: 494220441520

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated APRIL 30, 2014, together with all Riders to this document.
- (B) "Borrower" is KENNETH CARL GUY, A SINGLE MAN. Borrower is the mortgagor under this Security Instrument.
- (C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "Lender" is UNITED AMERICAN MORTGAGE FUNDING LLC. Lender is a CORPORATION organized and existing under the laws of CALIFORNIA. Lender's address is 1620 WEST OAKLAND PARK BOULEVARD #201, OAKLAND PARK, FL 33334.
- (E) "Note" means the promissory note signed by Borrower and dated APRIL 30, 2014. The Note states that Borrower owes Lender SIXTY-SEVEN THOUSAND NINE HUNDRED FIFTY AND 00/100 Dollars (U.S. \$67,950.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 1, 2044.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

17

EXHIBIT 3

1451067225

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify]
- Second Home Rider
- Biweekly Payment Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY of BROWARD:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.  
which currently has the address of 3109 OAKLAND SHORES DR G108, OAKLAND PARK, Florida 33309 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be

1451067225

covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

THIS SECURITY INSTRUMENT combines 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:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and

1451067225

then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the

1451067225

Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and

1451067225

restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c)

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paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe

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for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in

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the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by

1451067225

Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest In Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change

1451067225

which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default

1451067225

or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[Signature]  
- BORROWER - KENNETH CARL GUY

Borrower's Mailing Address: 3109 OAKLAND SHORES DR G108, OAKLAND PARK, FL 33309

Signed, sealed and delivered in the presence of:

[Signature]  
Witness Dennis R Wood

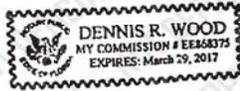
[Signature]  
Witness Robert McNeill

[Space Below This Line For Acknowledgment]

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this April 30, 2014, by KENNETH CARL GUY, who is personally known to me or who has produced drivers license as identification.



[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

1451067225

MORTGAGE LOAN ORIGINATOR GRADY KIMBER WHITE  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 352949  
MORTGAGE LOAN ORIGINATION COMPANY UNITED AMERICAN MORTGAGE FUNDING LLC  
NATIONWIDE MORTGAGE LICENSING SYSTEM AND REGISTRY IDENTIFICATION NUMBER 249864

## Exhibit A

Unit G-108 of Oakland Shores Condominium #1, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 5709, Page(s) 85, of the Public Records of Broward County, Florida, and any amendments thereto, together with its undivided share in the common elements.

Parcel Identification Number: 494210-AA-1520

File Number: 14-0638

DoubleTime

**CONDOMINIUM RIDER**

GUY  
Loan #:  
Serv. #: 1451067225  
MIN: 100109800002631787

THIS CONDOMINIUM RIDER is made this 30TH day of APRIL, 2014, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to UNITED AMERICAN MORTGAGE FUNDING LLC (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

3109 OAKLAND SHORES DR G108, OAKLAND PARK, FL 33309  
[Property Address]

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

OAKLAND SHORES 1  
[Name of Condominium Project]

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

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

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent

MULTISTATE CONDOMINIUM RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

33.19

Form 3140 1/01 (page 1 of 3 pages)

1451067225

documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then:

(i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and

(ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability

MULTISTATE CONDOMINIUM RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

33.19

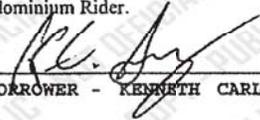
Form 3140 1/01 (page 2 of 3 pages)

1451067225

insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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

  
- BORROWER - KENNETH CARL GUY

Prepared by and Return to:  
The Solomon Law Group, P.A.  
1881 West Kennedy Boulevard, Suite D  
Tampa, Florida 33606-1611

MERS Tel. 1-888-679-6377  
MIN #100109800002631787  
P.O. Box 2026  
Flint, MI 48501-2026

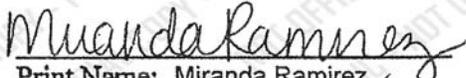
**ASSIGNMENT OF MORTGAGE**

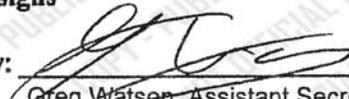
FOR VALUE RECIEVED, Mortgage Electronic Registration Systems, Inc. ("MERS") as nominee for United American Mortgage Funding LLC, its successors and assigns, located at P.O. Box 2026, Flint, MI 48501-2026, hereby assign and transfer to Plaza Home Mortgage, Inc., its successors and assigns, all its rights, title and interest in and to a certain mortgage executed by Kenneth Carl Guy, a single man, and bearing the date of the 30<sup>th</sup> day of April, A.D. 2014 and recorded on the 1<sup>st</sup> day of May, A.D. 2014, in the office of the Recorder of Broward County, State of Florida in Book 50743 at Page 318.

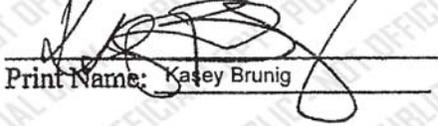
Signed on the 7th day of October A.D. 2016.

Signed, sealed and delivered  
in the presence of :

**Mortgage Electronic Registration Systems, Inc-  
("MERS") as nominee for United American  
Mortgage Funding LLC, its successors and  
assigns**

  
Print Name: Miranda Ramirez

By:   
Greg Watson, Assistant Secretary

  
Print Name: Kasey Brunig

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_ day of \_\_\_\_\_ A.D. 2016, before me, a Notary Public, personally appeared \_\_\_\_\_, to me known, who being duly sworn, did say that he or she is the \_\_\_\_\_ of Mortgage Electronic Registration Systems, Inc., as nominee for United American Mortgage Funding LLC, its successors and assigns, and that said instrument was signed on behalf of said corporation.

\_\_\_\_\_  
NOTARY PUBLIC

*See Attached California Acknowledgment.*

*KLC 10/7/16*

**EXHIBIT C**



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF SAN DIEGO )

On October 7th, 2016, before me, Kathy L. Clark, Notary Public, personally appeared Greg Watson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Kathy L. Clark



(Seal)



June 28, 2016

FIRST CLASS MAIL

Kenneth Carl Guy  
3109 Oakland Shores Dr G108  
Oakland Park FL 33309-

MS1720

Loan Number: [REDACTED]  
Description of Mortgaged Property: 3109 Oakland Shrs Dr G108  
Oakland Park FL 33309

THIS DOCUMENT IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A DEMAND FOR PAYMENT IN VIOLATION OF THE AUTOMATIC STAY OR THE DISCHARGE INJUNCTION OR AN ATTEMPT TO RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.

Notice of Default and Cure Letter

Dear Kenneth Carl Guy :

You are hereby notified that:

1. You are now in default under the Note and Mortgage, Deed of Trust, or Security Deed (the Security Instrument) held by Plaza Home Mortgage, Inc. (the Holder) secured by property located at: 3109 Oakland Shrs Dr G108 Oakland Park FL 33309 (the Property).
2. The nature of your default is the failure to make the monthly mortgage payment(s) from May 01, 2016 to June 01, 2016. Late charges and other charges have also accrued in the amount of \$ 116.72. The total amount past due now required to cure this default is \$ 1,329.04.

Interest, late charges, and other charges that may vary from day to day will continue to accrue, and therefore, the total amount past due may be greater after the date of this notice. Interest, late charges, and other charges that will continue to accrue as of the date of this notice are required to be paid but will not affect the total amount past due required to cure the default. As stated above, the total amount past due required to cure the default is \$ 1,329.04. Payment must be in cashier's check, certified check, or money order, and payable to Plaza Home Mortgage, Inc. at the address stated below. Please include your loan number on any payment or correspondence. Payment shall be sent to:

Collections Department  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945  
1-877-801-2446

FL001/SNN

CS: 877-801-2445 Mortgage Servicing  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945  
NMLS: 2113 www.plazahomemortgage.com

**EXHIBIT**



Page 2 of 2

June 28, 2016

Loan Number: [REDACTED]

3. The default must be cured on or before August 07, 2016 by tendering payment in the amount of \$ 1,329.04.
4. Failure to cure the default on or before August 07, 2016, may result in acceleration of the sums secured by the Security Instrument, foreclosure by judicial proceeding, and sale of the Property.
5. Any payment received that is less than the cure amount may be applied to the loan or held in suspense and is not to be construed as a cure to the default or a waiver of our rights.
6. You have the right to reinstate your loan after acceleration and the right to assert in any foreclosure proceeding the non-existence of a default or any other defense to acceleration and foreclosure. In addition, you may have other rights provided for by State or Federal Law, or by the contract documents.
7. If the default is not cured on or before August 07, 2016, the Holder at its option may require immediate payment in full of all sums secured by the Security Instrument without further demand and may foreclose the Security Instrument by judicial proceeding.
8. The Holder shall be entitled to collect all expenses incurred in pursuing the remedies provided by the Security Instrument, including, but not limited to, reasonable attorneys' fees and costs of title evidence. Attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.
9. This letter and the information contained herein are required to be provided to you pursuant to the requirements of the loan agreement and applicable regulations. The issuance of this letter in no way affects any loss mitigation application which may be pending and does not affect or impair access to any loss mitigation options that may be available to you.
10. If you disagree with the assertion that your loan is in default, or if you disagree with the calculations of the amount required to cure the default as stated in this letter, you may contact:

Loan Servicing  
Attention: Mail Stop NOE1290  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945  
1-877-801-2446

11. If you are unable to bring your account current, the Holder offers consumer assistance programs which may help resolve your default. If you would like to learn more about these programs, please contact us at 1-877-801-2446. HUD also sponsors housing counseling agencies throughout the country that can provide you with free advice on foreclosure alternatives, budgeting, and assistance understanding this notice. If you would like to contact a HUD-approved counselor, please call 1-800-569-4287 or visit <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

Sincerely,

Loan Servicing

FL001/SNN

CS: 877-801-2445 Mortgage Servicing  
1 Corporate Drive, Suite 360  
Lake Zurich, IL 60047-8945  
NMLS: 2113 [www.plazahomemortgage.com](http://www.plazahomemortgage.com)



IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

**PLAZA HOME MORTGAGE, INC.,**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

Defendants.

**PLAZA HOME MORTGAGE, INC.'S  
AFFIDAVIT OF INDEBTEDNESS**

STATE OF ILLINOIS  
COUNTY OF LAKE

BEFORE ME, the undersigned authority, personally appeared, Ross Fisher,

who, after being duly sworn, stated as follows:

- (a) My name is Ross Fisher.
- (b) I am the Vice President for Plaza Home Mortgage, Inc. ("Plaza").
- (c) I am duly authorized by Plaza in all matters relating to or arising out of the loan documents that are the subject of the above-styled action.
- (d) I have personal knowledge of the amount of indebtedness relevant to this loan that is the subject of the above styled action.
- (e) My personal knowledge of the relevant facts and my ability to verify the truth thereof is derived from (1) my personal involvement in the subject transactions and (2) my personal review of business records maintained by Plaza. The business records upon which I have relied are records that were made and maintained in the ordinary course of the regularly conducted business activities of Plaza. It was and is the regular practice of Plaza to make and

maintain such records, including specifically the documents relating to the transactions that are the subject(s) of the above-styled action. I routinely rely on such records in the regular and usual course of my business activities and have properly and regularly done so in this instance.

(f) As of April 1, 2017, the following amounts are due and owing to Plaza pursuant to the subject loan documents:

- (i) \$65,983.52, which represents the principal outstanding amount owed under the subject loan documents;
- (ii) \$3,299.16, which represents accrued interest to 4/01/2017;
- (iii) \$1,246.65, which represents escrow advance;
- (iv) \$20.00, which represents non-sufficient funds charges;
- (v) \$72.96, which represents accumulated late charges; and
- (vi) \$182.00, which represents property inspection fees.

Total amount owed is \$70,804.29.

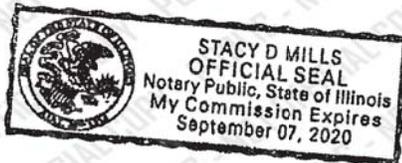
(g) I have duly executed the foregoing Affidavit to verify the amounts owed to Plaza under the subject loan documents.

FURTHER AFFIANT SAITH NOT.

Name: Ross Fisher  
Title: Vice President

The foregoing instrument was acknowledged before me this 30 day of March, 2017, by Ross Fisher, personally known to me or who has provided valid identification as proof of identity.

Print Name: Stacy D. Mills  
Notary Public  
My Commission Expires 9-7-2020



P194

COLLECTION INFORMATION

03/27/17

LN [REDACTED]  
 NAME KC GUY INV-LN A25-001-1733910606 DUE 05-01-16 TYPE 16  
 BR EF MAN C P-TYPE 1 INT .0500000 FIRST PB 65,983.52 2ND PB .00  
 ORIG MTG 67950 LN DATE 04-30-14 TERM 360 MO P&I 364.77 PAY PER 12

BILL KENNETH CARL GUY TEL 000-000-0000 000-000-0000  
 NAME TAX NAME KENNETH C GUY  
 & 3109 OAKLAND SHORES DR PROPERTY 3109 OAKLAND SHRS DR  
 ADDR OAKLAND PARK FL 33309 ADDRESS OAKLAND PARK FL 33309  
 AMOUNTS DUE ASM 00-00-00 MAT 05-44 XFER DEED - -

DUE DATE	05-01-16	BALANCES		STOPS	
REG PAYMENT	606.16	SUSPENSE	.00	PROCESS	8
MONTHS	11	RES ESC	.00	CASHIER	5 TIMES 6
TOT REG PAY	6628.92	HUD BAL	.00	DISB	8
ACCRUED LC	109.44	ESC ADV	1246.65	BD CK	0
		REP RES	.00	PIF	0
		REG ESC	.00	FC	2 TRACK A

NSF BAL 20.00  
 OTHER FEE 182.00  
 TOTAL DUE 6940.36  
 LC FACTR .05000 MAX LC AMT 9999.99 MAX LC RATE .00000 L/C 1  
 LC CODE A MIN LC AMT .01 GRACE DAYS PMT/BD CK TAB 877511111111  
 REMINDER DAYS FINAL NOTICE DAYS DELQ TAB THRU 09-16 000111000111  
 PLEASE ENTER NEXT TRANSACTION PXXX1451067225 LOAN ASSUMPTION STATUS UNKNOWN  
 T00 | | | an | | 0 :24,32

*Total*

0.00	* ✓
65,983.52	+ ✓
3,299.16	+ ✓
1,246.65	+ ✓
20.00	+ ✓
72.96	+ ✓
182.00	+ ✓
006.00	+ ✓
70,804.29	* ✓

*due date*

*NSF*

FEE1 ██████████  
SELECTED CODES 2 \_\_\_\_\_  
KENNETH CARL GUY

FEE ACTIVITY LEDGER  
FROM MMDDYY

03/27/17 10:38:41  
PAGE 1 OF 1

3109 OAKLAND SHORES DR G108  
OAKLAND PARK

FL 33309-

FEE CODE	DESCRIPTION	DATE ASSESSED	AMOUNT PAID	DATE	AMOUNT	DATE WAIVED	AMOUNT
2	BAD CHECK FEE	01-13-16	20.00				

NET 20.00 TOTALS 20.00 0.00 0.00

TOT | | an | 0 : 1,7

NSF



FROM	1ST MORT PERDIEM RATE	INTEREST AMOUNT	ASSESS	WAIVE	ADDITIONAL FEES
04/01/17	05.00000	9.04	N	Y 1	.00 DEMAND / NOTIFY FEE
			N	Y 2	.00 DEFAULT INT.
			N	N 3	10.00 RECORDG/ASSIGNMT FEE
			N	Y 4	.00 RECONVEYANCE FEE
			N	Y 5	10.00 DUPL STATEMENT FEE
			Y	C 6	182.00 PROP INSPECTION FEE
			N	N 7	.00 MISC CLIENT FEE
			N	N 8	.00 PAYOFF UPDATE FEE
			N		109.44 ACCUM LATE CHARGES
			N		20.00 ACCUM NSF CHARGES
			N		.00 OTHER FEES DUE

MEMO ITEMS

PAYMENT L/C 18.24 TYP 16 ST 09 CNTY 011 INV A25 001  
 PF3: INV COMMENTS,1ST-----\* ADDITIONAL MESSAGES \*----- PF4: FEE COMMENTS  
 --SPOC-- ACTIVE FORECLOSURE  
 FULL SETTLEMENT 09/21/16 LOSS MIT IND = Q REMOVED/DECLINED  
 REMOVED LOSS MITIGATION  
 LOAN IS IN FORECLOSURE, F/C STOP = 2 PROC STOP = 8 MORTGAGE DISPOSITION  
 DISB STOP = 8 MORTGAGE DISPOSITION TELEVOICE FLAG = IA

T00

| pro |

| 0 : 4,60

Per Diem

PAY4 ██████████ AS-OF 04/01/17 PAYOFF CALCULATION TOTALS 03/27/17 10:38:28  
NAME KC GUY CONTACT NAME KENNETH CARL GUY

PRINCIPAL BALANCE	65,983.52	✓	-----	RATE CHANGES	-----
INTEREST 04/01/17	3,299.16	CALC	INT FROM	RATE	AMOUNT
PRO RATA MIP/PMI	44.16		04/01/16	5.00000	3,299.16
ESCROW ADVANCE	1,246.65		04/01/17 ✓		
ESCROW BALANCE	.00				
SUSPENSE BALANCE	.00				
HUD BALANCE	.00				
REPLACEMENT RESERVE	.00				
RESTRICTED ESCROW	.00				
TOTAL-FEES	192.00	W 2			
ACCUM LATE CHARGES	109.44				
ACCUM NSF CHARGES	20.00				
OTHER FEES DUE	.00				
PENALTY INTEREST	.00				
FLAT/OTHER PENALTY FEE	.00		TOTAL INTEREST		3,299.16
CR LIFE/ORIG FEE RBATE	.00		TOTAL TO PAYOFF		74,657.33
RECOVERABLE BALANCE	3,762.40		NUMBER OF COPIES: 1	PRESS PF1 TO PRINT	
			TOTAL PAGE 2		.00

TOO | | an | | 0 :20,57

Principal  
Interest

FEE1 ██████████  
SELECTED CODES 1  
KENNETH CARL GUY

FEE ACTIVITY LEDGER  
FROM MMDDYY

03/27/17 10:38:34  
PAGE 1 OF 1  
3109 OAKLAND SHORES DR G108  
OAKLAND PARK  
FL 33309-

FEE CODE	DESCRIPTION	DATE ASSESSED	AMOUNT	DATE PAID	AMOUNT	DATE WAIVED	AMOUNT
1	LATE CHARGE	01-19-16	18.24				
1	LATE CHARGE	02-16-16	18.24				
1	LATE CHARGE	03-16-16	18.24				
1	LATE CHARGE	07-18-16	18.24				
<del>1</del>	<del>LATE CHARGE</del>	<del>08-16-16</del>	<del>18.24</del>				
<del>1</del>	<del>LATE CHARGE</del>	<del>09-16-16</del>	<del>18.24</del>				

NET 109.44 TOTALS 109.44 0.00 0.00  
T00 | | an | 0 : 1,7

*late charge*

0.00 *
109.44 +
18.24 -
18.24 -
.....
72.96 *

*Late Charge*

*Demand on or before 08/07/16*

FEE1 [REDACTED]  
SELECTED CODES 6  
KENNETH CARL GUY

FEE ACTIVITY LEDGER  
FROM MMDDYY

03/27/17 10:38:38  
PAGE 1 OF 1

3109 OAKLAND SHORES DR G108  
OAKLAND PARK

FL 33309-

FEE CODE	DESCRIPTION	DATE ASSESSED	AMOUNT	DATE PAID	AMOUNT	DATE WAIVED	AMOUNT
6	PROP INSPECTION	02-23-16	14.00				
6	PROP INSPECTION	03-21-16	14.00				
6	PROP INSPECTION	04-25-16	14.00				
6	PROP INSPECTION	06-29-16	14.00				
6	PROP INSPECTION	08-09-16	14.00				
6	PROP INSPECTION	08-17-16	14.00				
6	PROP INSPECTION	09-20-16	14.00				
6	PROP INSPECTION	10-14-16	14.00				
6	PROP INSPECTION	11-15-16	14.00				
6	PROP INSPECTION	12-15-16	14.00				
6	PROP INSPECTION	01-16-17	14.00				
6	PROP INSPECTION	02-16-17	14.00				
6	PROP INSPECTION	03-20-17	14.00				
NET	182.00 ✓	TOTALS	182.00		0.00		0.00

TOT

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| an |

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| 0 : 1,7

Property Inspector

DDCH ██████████ CORPORATE ADVANCE HISTORY SCREEN A25/001 03/27/17 10:38:45  
 KC GUY L:R F:A B: R: 05/01/16 TYPE CONV. PMI MAN C  
 3109 OAKLAND SHRS DR OAKLAND PARK FL 33309

----- \* MORE \* -----  
 C/A PAYEE      TRAN      RSN      USR      ESC PAYEE  
 SORT      SORT      SORT      SORT      SORT  
 DATE RANGE:      THRU

TRN	USR	ID	DATE	TRAN	AMT	ESC	PAYEE	C/A	RSN	DESCRIPTION	ORIG	DISBDT
633	NIV	0012	020317		100.00	APPR	1766	02R03	BPON	BROKER PRICE OPN		
632	NIV	0011	011317		300.00	ATTY	449	02R03	FSRV	FCL SERVICE COST		
632	NIV	0010	011317		1,002.40	ATTY	449	02R03	FILE	FCL FILING FEES		
630	NIV	0009	011317		560.00	ATTY	449	02R03	FCLF	FCL ATTY FEES		
630	NIV	0008	121516		560.00	ATTY	449	02R03	FCLF	FCL ATTY FEES		
632	NIV	0007	112216		18.50	ATTY	449	02N03	RECD	FCL RECORDING		
630	NIV	0006	112216		840.00	ATTY	449	02R03	FCLF	FCL ATTY FEES		
630	NIV	0005	101116		35.00	ATTY	449	02N03	FCLF	FCL ATTY FEES		
632	NIV	0004	092916		5.00	INV	202	02T03	FTCH	FCL TECH FEE		
632	NIV	0003	092816		300.00	ATTY	449	02R03	TITL	FCL TITLE WORK		

T00

|

|

| an |

| 0 : 1,7

Corporate  
 advance  
 &

DDCH ██████████ CORPORATE ADVANCE HISTORY SCREEN A25/001 03/27/17 10:38:48  
 KC GUY L:R F:A B: R: 05/01/16 TYPE CONV. PMI MAN C  
 3109 OAKLAND SHRS DR OAKLAND PARK FL 33309

----- \* END \* -----  
 C/A PAYEE      TRAN      RSN      USR      ESC PAYEE  
 SORT      SORT      SORT      SORT      SORT  
 DATE RANGE:      THRU

TRN	USR	ID	DATE	TRAN AMT	ESC PAYEE	C/A PAYEE	RSN	DESCRIPTION	ORIG DISBDT
632	NIV	0002	092316	25.00	INV 200	02T03	TECH	LPS TECH FEE	
633	NIV	0001	090916	100.00	APPR 1766	02R03	BPON	BROKER PRICE OPN	

\*\* BEGINNING CORP ADV BALANCE: 0.00  
 \*\* TOTAL OF TRANS DISPLAYED ON DDCH: 3,845.90  
 \*\* OUTSTANDING CORP ADV BALANCE: 3,845.90

T00 | | an | 0 : 1,7

MSP® Explorer: Mortgage Loan History (P309)

310-DOVENMUEHLE MORTGAGE INC

Loan Number: [REDACTED]

Borrower Name: GUY, KENNETH CARL

P309 LN [REDACTED]		MORTGAGE LOAN HISTORY				03-28-17	
NAME KC GUY		INV-LN A25-001-1733910606 DUE 05-01-16 TYPE 16					
BR EF MAN C P-TYPE 1	INT .0500000	FIRST PB	65,983.52	2ND PB	.00		
HUD .00	NET 606.16	SF .00250000	SUSP .00	STOP D B P F N A D L	8 0 0 2 2 0 8 1		
REP .00	RES .00						
APP	03-16	03-16	02-03	02-03	02-03		
SEG#/DUE	05-16	02-17	05-16	01-17	00-00		
TYPE/TRAN	1 61	3 10	1 61	3 10	6 33		
AMOUNT	22.08	22.08-	22.08	22.08-	.00		
PRIN-PD	.00	.00	.00	.00	.00		
PRIN-BAL	65,983.52	65,983.52	65,983.52	65,983.52	65,983.52		
INT-PD	.00	.00	.00	.00	.00		
ESC-PD	22.08	22.08-	22.08	22.08-	.00		
ESC-BAL	.00	22.08-	.00	22.08-	.00		
A&H-INS	.00	.00	.00	.00	.00		
LIFE-INS	.00	.00	.00	.00	.00		
LC/FEES	.00	.00	.00	.00	.00		
MISC-PD	.00	.00	.00	.00	.00		
ADV-BAL	1,246.65	1,224.57	1,224.57	1,202.49	1,202.49		
SUSP	.00	.00	.00	.00	.00		
SC/PAYEE		120		120	APPR 1766		

PAGE 00001 OF 00015 TRANS AVAILABLE

73 OLDEST TRAN 03-03-15 /P

0. \* ✓  
 1y158.33 + ✓  
 001.....  
 1y158.33 \* ✓  
 Q. \* ✓  
 22.08 + ✓  
 22.08 + ✓  
 22.08 + ✓  
 22.08 + ✓  
 004.....  
 88.32 \* ✓  
 0. \* ✓  
 1y158.33 + ✓  
 88.32 + ✓  
 002.....  
 1y246.65 \* ✓

*Handwritten:*  
 [REDACTED]  
 PMI  
 Total  
 Escrow Adv  
 [REDACTED]

MSP® Explorer: Mortgage Loan History (P309)

310-DOVENMUEHLE MORTGAGE INC

Loan Number: [REDACTED]

Borrower Name: GUY, KENNETH CARL

P309 LN [REDACTED]		MORTGAGE LOAN HISTORY						03-28-17					
NAME KC GUY		INV-LN A25-001-1733910606 DUE 05-01-16 TYPE 16											
BR	EF	MAN	C	P-TYPE	1	INT	.0500000	FIRST	PB	65,983.52	2ND	PB	.00
HUD	.00	NET				606.16	SF	.00250000	SUSP		.00	STOP	D B P F N A D L
REP	.00	RES				.00							8 0 0 2 2 0 8 1
APP				01-13				01-13		01-13			01-05
SEG#/DUE				00-00				00-00		00-00			05-16
TYPE/TRAN				6 32				6 32		6 30			1 61
AMOUNT				.00				.00		.00			22.08
PRIN-PD				.00				.00		.00			.00
PRIN-BAL				65,983.52				65,983.52		65,983.52			65,983.52
INT-PD				.00				.00		.00			.00
ESC-PD				.00				.00		.00			22.08
ESC-BAL				.00				.00		.00			22.08
A&H-INS				.00				.00		.00			.00
LIFE-INS				.00				.00		.00			.00
LC/FEES				.00				.00		.00			.00
MISC-PD				.00				.00		.00			.00
ADV-BAL				1,202.49				1,202.49		1,202.49			1,180.41
SUSP				.00				.00		.00			.00
SC/PAYEE				ATTY 449				ATTY 449		ATTY 449			120

PAGE 00002 OF 00015 TRANS AVAILABLE

73 OLDEST TRAN 03-03-15 /P

MSP® Explorer: Mortgage Loan History (P309)

310-DOVENMUEHLE MORTGAGE INC

Loan Number: [REDACTED]

Borrower Name: GUY, KENNETH CARL

P309 LN [REDACTED]		MORTGAGE LOAN HISTORY					03-28-17	
NAME KC GUY		INV-LN A25-001-1733910606 DUE 05-01-16 TYPE 16						
BR EF MAN C P-TYPE	1 INT .0500000	FIRST PB	65,983.52	2ND PB	.00			
HUD	.00 NET	606.16	SF .00250000	SUSP	.00	STOP D B P F N A D L	8 0 0 2 2 0 8 1	
REP	.00 RES	.00						
APP	12-15	12-05	12-05	11-22	11-22			
SEG#/DUE	00-00	05-16	11-16	00-00	00-00			
TYPE/TRAN	6 30	1 61	3 10	6 32	6 30			
AMOUNT	.00	22.08	22.08-	.00	.00			
PRIN-PD	.00	.00	.00	.00	.00			
PRIN-BAL	65,983.52	65,983.52	65,983.52	65,983.52	65,983.52			
INT-PD	.00	.00	.00	.00	.00			
ESC-PD	.00	22.08	22.08-	.00	.00			
ESC-BAL	.00	.00	22.08-	.00	.00			
A&H-INS	.00	.00	.00	.00	.00			
LIFE-INS	.00	.00	.00	.00	.00			
LC/FEES	.00	.00	.00	.00	.00			
MISC-PD	.00	.00	.00	.00	.00			
ADV-BAL	1,180.41	1,180.41	1,158.33	1,158.33	1,158.33			
SUSP	.00	.00	.00	.00	.00			
SC/PAYEE	ATTY 449		120	ATTY 449	ATTY 449			

PAGE 00003 OF 00015 TRANS AVAILABLE

73 OLDEST TRAN 03-03-15 /P

P309 LN ██████████ MORTGAGE LOAN HISTORY 03-27-17  
 NAME KC GUY INV-LN A25-001-1733910606 DUE 05-01-16 TYPE 16  
 BR EF MAN C P-TYPE 1 INT .0500000 FIRST PB 65,983.52 2ND PB .00  
 HUD .00 NET .606.16 SF .00250000 SUSP .00 STOP D B P F N A D L  
 REP .00 RES .00 8 0 0 2 2 0 8 1

APP	11-07	11-07	11-03	10-11	10-05
SEG#/DUE	05-16	11-16	10-16	00-00	09-16
TYPE/TRAN	1 61	3 12	3 10	6 30	3 10
AMOUNT	1,158.33	1,315.00-	22.08-	.00	22.08-
PRIN-PD	.00	.00	.00	.00	.00
PRIN-BAL	65,983.52	65,983.52	65,983.52	65,983.52	65,983.52
INT-PD	.00	.00	.00	.00	.00
ESC-PD	1,158.33	1,315.00-	22.08-	.00	22.08-
ESC-BAL	.00	1,158.33-	156.67	178.75	178.75
A&H-INS	.00	.00	.00	.00	.00
LIFE-INS	.00	.00	.00	.00	.00
LC/FEES	.00	.00	.00	.00	.00
MISC-PD	.00	.00	.00	.00	.00
ADV-BAL	1,158.33	.00	.00	.00	.00
SUSP	.00	.00	.00	.00	.00
SC/PAYEE		09011	120	ATTY 449	120

PAGE 00004 OF 00015 TRANS AVAILABLE 73 OLDEST TRAN 03-03-15 /P  
 TOE | | | an | | 0 :23,70

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

**PLAZA HOME MORTGAGE, INC.,**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

Defendants.

**AFFIDAVIT OF PLAINTIFF'S COUNSEL AS TO ATTORNEYS' FEES**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

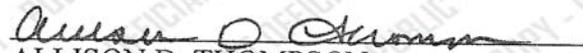
BEFORE ME, the undersigned authority, personally appeared ALLISON D. THOMPSON, who, after being duly sworn, stated:

1. I am an attorney duly licensed and authorized to practice law in the State of Florida.
2. I am a member of the law firm of THE SOLOMON LAW GROUP, P.A. THE SOLOMON LAW GROUP, P.A. has served as counsel of record for Plaza Home Mortgage Inc. ("Plaza") in the above-styled action.
3. This action is a residential mortgage foreclosure. In foreclosure actions, the attorneys and paralegals will perform, at a minimum, the following legal services:
  - (a) Review Complaint, Summonses, Lis Pendens and Civil Cover Sheet.
  - (b) Review returns of service and prepare motions for default, where applicable.
  - (c) Where filed, review Answers and other pleadings.
  - (d) Review loan documents and correspondence.

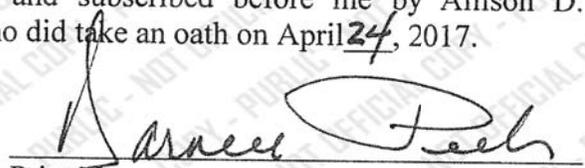
**EXHIBIT F**

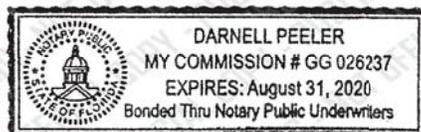
- (e) Review the motion for summary judgment, affidavit of costs, Plaza's affidavit of attorneys' fees, affidavit of reasonable attorneys' fees, notice of hearing, proposed final judgment, proposed notice of sale and final disposition form.
- (f) In the event this matter proceeds to sale, additional time will be incurred in preparing the bid and ensuring that all requirements are met.
4. Plaza is contractually obligated to pay its attorneys a flat fee of \$2,800.00 to represent Plaza's interests in uncontested foreclosure cases (the "Flat Fee"). No contemporaneous time records are kept by the attorneys for Plaza unless a foreclosure case becomes contested.
5. Under applicable law, Plaza's counsel believes it is entitled to recover a reasonable fee to be determined by the Court in excess of the agreed Flat Fee for those matters that become contested, *provided that* Defendant/Borrower is not required to pay more than the contractual amounts set forth above.

FURTHER AFFIANT SAITH NAUGHT.

  
ALLISON D. THOMPSON

The foregoing instrument was sworn to and subscribed before me by Allison D. Thompson, who is personally known to me, and who did take an oath on April 24, 2017.

  
Print Name:  
NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires:



IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

**PLAZA HOME MORTGAGE, INC.,**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

Defendants.

---

**AFFIDAVIT AS TO REASONABLE ATTORNEYS' FEES**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

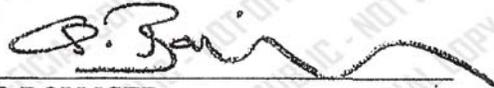
BEFORE ME, the undersigned authority, personally appeared, ALDO BOLLIGER, who,  
after being duly sworn, deposes and says:

1. I am an attorney duly authorized to practice law in the State of Florida. I regularly practice in Hillsborough County and throughout the State of Florida.
2. I have no interest in the outcome of this litigation.
3. I am familiar with the customary fees allowed and allowable in actions and suits similar to the above-styled case.
4. I have examined the affidavit of THE SOLOMON LAW GROUP, P.A. ("SolomonLaw") and discussed the above-styled action with counsel for Plaintiff. SolomonLaw's engagement involved the prosecution of the instant case on behalf of Plaintiff in exchange for a flat-fee of \$2,800.00.
5. I have considered and evaluated the eight factors set forth in Rule 4-1.5 of the Rules of Professional Conduct and the factors cited in *Florida Patients Compensation Fund v. Rowe*, 472 So.2d 1145 (Fla. 1985) for reasonable attorneys' fees.

6. In my opinion, a flat-fee of \$2,800.00 is a reasonable amount to be expended in prosecuting a residential foreclosure of this nature.

7. Based upon the foregoing and my application of guiding legal and ethical precedent to the facts of this matter, I am of the opinion that a reasonable attorneys' fee for the services rendered in this action would be \$2,800.00.

FURTHER AFFIANT SAITH NAUGHT.

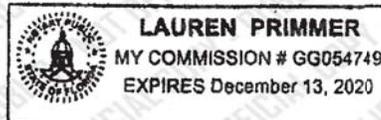


ALDO BOLLIGER

The foregoing instrument was sworn to and subscribed before me by Aldo Bolliger, who is personally known to me, and who did take an oath on April 21, 2017.



Print Name:  
NOTARY PUBLIC  
State of Florida at Large



IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA  
CIVIL ACTION

**PLAZA HOME MORTGAGE, INC.,**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

Defendants.

---

**AFFIDAVIT OF COSTS**

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, personally appeared ALLISON D. THOMPSON,  
who, upon being duly sworn, deposes and says as follows:

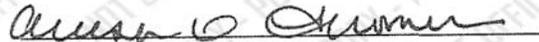
1. I am a practicing attorney with the law firm of THE SOLOMON LAW GROUP, P.A.
2. I regularly practice law in Hillsborough County, Florida and throughout the State of Florida.
3. THE SOLOMON LAW GROUP, P.A. is counsel of record for Plaza Home Mortgage, Inc. (“**Plaza**”) in the above-styled action.

**EXHIBIT H**

4. The legal costs incurred by Plaza in connection with the prosecution of this action are as follows:

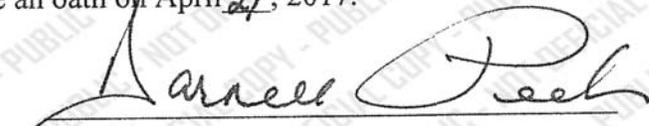
Clerk of the Court Broward County,	
Filing Fees	1,002.40
Recording fees	18.50
Service of Process	300.00
Title Commitment	300.00
Expert Fee Cost	25.00
TOTAL through <u>April 20, 2017</u>	<u>\$1,645.90</u>

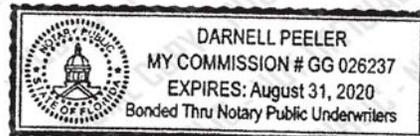
FURTHER AFFIANT SAITH NAUGHT.

  
ALLISON D. THOMPSON

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was sworn to and subscribed before me by Allison D. Thompson, who is personally known to me, and who did take an oath on April 24, 2017.

  
Print Name:  
Notary Public  
State of Florida at Large



Me   
 +19549348886

CALL MORE

Sunday, June 4, 2017

EXHIBIT K

My cat has been taken out of my condo.... These people are scum

2:15 PM



My cat has been taken out of my condo.... These people are scum

2:15 PM

One day before the pleading and counterclaim is due, I made sure she was in here when I left

2:22 PM



One day before the pleading and counterclaim is due, I made sure she was in here when I left

2:22 PM

I overheard them talking about what I had written in the response. At some point in the last 24 hours they went in my truck. They were



Enter message



SEND



# EXHIBIT L

---

## Broward County: CACE-16-022826 Hearing Notices (6/19 & 6/21)

1 message

---

**Kenneth Guy** <iam.kc.guy@gmail.com>  
To: athompson@solomonlaw.com

Wed, Jun 14, 2017 at 8:20 PM

Allison D. Thompson,

I just want to let you know about two hearings in Broward County related to Plaza Home Mortgage vs Kenneth C. Guy.

The first is on 6/19 at 1:30pm. It's an emergency motion for a subpoena for security footage that will help to prove fraud upon the court by a PI firm hired by my former employer.

The second is on 6/21 at 1:30pm. It's a motion to declare the case complex as well as to add missing 3rd parties.

While making a case complex is probably more often than not, I assume, coming from a defendant, a delay tactic I can assure you that it is not. While this mortgage is clouded with fraud, as evident between the now presented deed at 79,000, and also, 75,500, if we can 100 percent verify that it's Plaza that I owe money to I'll be happy to pay it. Moreover, I'll be happy to pay all of it.

You have yet to read my counterclaims and crossclaims. I have over 56 distinct causes of actions, and well over 200 individual causes of action. None of these include Plaza.

I have a more expedited legal strategy that will allow me to pay back the full amount due on the mortgage (if I owe it).

I use to work as at IT contractor at the Palm Beach Sheriff's Office through Tek-Systems. Feel free to call either source to verify this. I lost my job at PBSO within 15 hours of reporting the mortgage fraud ring and illegal wiretapping. That was on a Sunday night. This reporting was to a different jurisdiction than where I worked. They thought I was crazy. I've already uploaded evidence to this case that shows the possibility that I was telling the truth on both counts. That Monday morning I lost my six figure contract.

This reporting of major crimes was on my own time, outside of the office, and I now know that I am, even as a contractor, permitted to bring a first amendment employment retaliation cause of action (O'Hare Truck Service, Inc. v. City of Northlake). So too would an appropriate 14th amendment substantive deprivation 'Russo Claim' cause of action resting in the city of North Bay Village's failure to investigate.

With the evidence I have already provided to you in this case, you can see that all of the elements are satisfied for a first amendment retaliation 1983 cause of action. I have lost 18 months of work as a result, or better put 150,000. This was malicious as I rightly reported PBSO to the FBI shortly before. Easily, at a minimum this is an incontestable 600,000. Up for debate would be the substantive value of a 1st amendment abridgement, but case after case has shown me that the courts want to encourage reporting of crimes on the magnitude of exemployer illegal wiretapping and mortgage fraud (I blame the sellers and not Plaza). From my case research, I can easily see a case for an additional 500k.

On top of all of this, I can already prove fraud upon the court through evidence that I have yet to introduce, but in the interest of emergency relief and paying Plaza if it's Plaza that money is due to, I'll be asking for early judgment on these two previously mentioned claims. Trust me, if I was a different person I would bring my fraud upon the court motion up before putting the chess pieces in place for early judgement for any of my 200+ claims.

As such, I hope you and your client, can work with me a little bit as I ask to declare a case complex and also for slight extensions of times (I currently have a 24 page statement of facts, and I am almost done.).

I truly believe that it is in your client's best interest to work with me on extending time and to declare this case complex, and I hope by this email that you can see that I'm not just kicking the inevitable foreclosure can down the road. Believe me when you read my statement of facts, you'll see, I am a crime victim, and that I've been through a series of circumstances that no one should ever go through. For example, 24 hours before my response was due in this case, my indoor cat was stolen out of my condo. Thankfully she was found five days later, but she almost died. Believe me, I want this case to end as soon as possible, any extension request for more time will only be because it's absolutely necessary to stop a group of criminals that have also victimized Plaza. That being said, I hope we can move forward in a way that is best for both Plaza and myself.

Regardless, Thank you for your time in reading this email.

Sincerely,

Kenneth Carl Guy

Start New Search

Book Type: O Official Records ▼

Book / Page: 50743 / 316 Go

Instrument #: 112259679 Go

EXHIBIT M

Search Results

Record Date: 5/1/2014 12:21:43 PM

Book Type: O - Official Records

Book / Page: 50743/316

Instrument #: 112259679

Number Of Pages: 2

Doc Type: D - Deed Transfers of Real Property

Grantor: SOUTHEAST VENTURES LLC

Grantee: GUY,KENNETH CARL

Consideration: \$75,500.00

Case Number:

Mtg Assumption: 0.0000

Amt:

Legal: OAKLAND SHORES 1 CONDO UNIT G-108

ParcelID: [Property Appraiser](#)  
[Tax Collector](#)

\*\*\*\* FILED: BROWARD COUNTY, FL Brenda D. Forman, CLERK 5/15/2017 2:28:31 PM.\*\*\*\*

EXHIBIT N

IN THE CIRCUIT COURT OF THE SEVENTEENTH  
JUDICIAL CIRCUIT, IN AND FOR BROWARD  
COUNTY, FLORIDA

CASE NO.: CACE 16-22826

Plaza Home Mortgage

Plaintiff,

vs.

Kenneth Carl Guy

Defendant.

ORDER

THIS CAUSE was considered by the Court on the following Motion(s)

Defendant's Verified Motion to Set  
Aside Default and Leave to File Response

HEARING was held on May 15, 2017

THE COURT having considered the grounds for the Motion, taken testimony, heard argument and considered the applicable law, it is FOUND,

ORDERED AND ADJUDGED as follows:

Granted  
30 days to file move

SET CMC WITHIN 30 DAYS

DONE AND ORDERED at Ft. Lauderdale on 5/15/17

CIRCUIT COURT JUDGE

Copies furnished:  In Open Court  
 By Mail

Jan Dole - IT-757071  
Kenneth Guy, pro se

Motion To Declare A Case Complex

# EXHIBIT O

Case Number: CACE-16-022826 Division: 11

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA CIVIL ACTION

**PLAZA HOME MORTGAGE, INC.**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

---

## Motion To Declare A Case Complex

Comes now, Defendants, Kenneth Carl Guy, pursuant to Rules 1.090 (b), 1.201, Fla. R. Civ. P. requests that this case be declared complex.

At this time all of the Defendants have been served. While the Defendant recognizes that this motion, according to rule 1.201 is slightly out of the normal order of procedures, the issues brought up in this motion will give greater weight to other motions that are in a normal sequence. However, according to rule 1.201 (a), "At any time after all defendants have been served...any party...may move to declare an action complex."

First and foremost, the Defendant would like to make it known that while he is a Pro se litigant, it is not by choice, it is not by hubris, it is in desperation to save his life. The Defendant has contacted well over 30 law firms across the counties of Miami-Dade, Broward, and Palm Beach. While the counterclaim has yet to be filed, this case has many 1983 causes of actions including those that rest in the 1<sup>st</sup>, 4<sup>th</sup>, 8<sup>th</sup>, 11<sup>th</sup>, and 14<sup>th</sup> amendments. When the Defendant communicates that this case has 1983 elements, the phone call usually ends abruptly or emails do not get answered. When the client mentions that this case involves systemic misconduct from the Broward Sheriff's Office, again, the lawyers he has spoken to communicate that they in no way want to challenge the Broward Sheriff's Office. To those

## Motion To Declare A Case Complex

lawyers that the Defendant is able to explain the case in detail to, the very reason that they give for not taking the case is that the case is too complex. More to that point, one of the soon-to-be-added Plaintiffs and owner of a local PI Firm, Rory McMahan, told the Defendant, "Lawyers in South Florida are lazy. If a case is too complex lawyers just won't take the case." The Defendant has also learned that the best strategy to getting a lawyer to represent you is to not immediately disclose that you have been given multiple death threats to get you to drop the case (by one of the current parties). Also, this case continues to get more complex as the soon-to-be-added Plaintiffs have hired people to attack him, choke him, in public while driving with over a hundred witnesses. As of last week, the Defendant believes that this person did not even get charged, all witnesses vanished from the police report (even though the Defendant saw witnesses giving their phone numbers to officers), and one of the current parties in this case showed up at the arraignment the very next day to get the paid attacker out of any felony charges. How one of the current parties knew to show up at the arraignment will be an issue to be brought up at another time.

According to rule 1.090, Issues considered include:

1. Numerous pretrial motions raising difficult or novel legal issues: Attached to this motion is proof as the existence of a wiretap, the Defendant alleges that other parties in this case have used this wiretap to stop him from getting a job, get him fired from his then current jobs, and even to track him down to break in to his car and steal evidence. The two images show the Defendant's location five minutes apart during morning rush hour, according to Google's location history. The first location is at or near the Lauderhill Mall and the other location is on 95 in Pompano Beach. These two locations during rush hour are impossible to reach within five minutes. One of the only things to account for this is the existence of a software based wiretap commonly referred to as, "Spy Phone

## Motion To Declare A Case Complex

Software". Moreover, the Defendant has evidence of two separate Mortgage loans in relation that seem to claim to be the one loan of this case, one is in the amount of \$75,500 and the other is in the amount of \$79,000. These existence of these two possibilities are attached to this motion. No one can deny that these circumstance are not novel legal issues.

2. Management of a large number of separately represented parties: The Defendant has already sent out through certified mail a demand letter to 12 other soon-to-be-added parties. Moreover, since this case began, the Plaintiffs have already brought in more businesses including Hertz and Uber as they continue to engage in Fraud Upon the Court by coordinating with these businesses to get him fired, provide a spare key to break into the Defendants trunk to destroy evidence, and delete from the Uber database all information that could link the previously mentioned assailant from the Defendants ability to discover.
3. Coordination with related actions pending in one or more courts: During the course of events during this case the Defendant, unfortunately, had to turn a high-ranking officer of the Broward Sheriff's Office into the FBI. While the Broward Sheriff's Office has taken many steps to hide the specifics of the outcome, after many subsequent encounters with the Broward Sheriff's Office, the Defendant frequently hears from other officers, "That's the guy that turned McCardle into the FBI." The Defendant alleges that he was set-up to report McCardle to the FBI by one of the other current parties to this case within 24-48 hours of being able to prove the existence of an illegal wiretap. The Defendant believes that one of the current parties in this case is a member of a white-collar

## Motion To Declare A Case Complex

mortgage fraud RICO ring and was manipulated by this alleged criminal to engage in conduct that, while illegal, was done so with the intent of doing the right thing and according to the concept of, "Strict Liability", the Defendant believes that any guilty criminal verdicts should be reversed. The charges would have been made at the Federal level, and as the person who made the original complaint, the Defendant wants to take steps to have any charges removed. In no way should a BSO officer have to unknowingly take on the consequences of a RICO-ring that this officer knew nothing about. Consequently, the outcome of that case could have an outcome on this case.

4. Pretrial management of a large number of witnesses: The issues in this case has been going on for over two and a half years, has involved over 14 organizations, and as such, many witnesses exist.
5. Substantial time to complete the trial: As the Defendant is Pro Se, and other than one small claims court case over a decade ago, the defendant has no basis to gage how long a trial might take. However, as previous lawyers who have heard aspects of this case have echoed, this is a very complex case and as such the Defendant will assume a longer than usual trial will be necessary to flesh out all of the facts necessary for the Defendant to prove his case.
6. Management at trial of a large number of experts, witnesses, attorneys, or exhibits: If the Plaintiffs don't continue to break into the Defendant's home and car at an alarming rate to destroy and alter evidence then the Defendant will have a lot of evidence to present. Also, with potentially 14 other Plaintiffs, this case might have an additional 14 other lawyers.

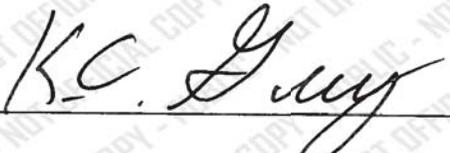
Motion To Declare A Case Complex

7. Any other analytical factors – Other than one of the current parties actually admitting that they were a member of a group of organized criminals, the Defendant was and is able to prove the existence of a mortgage fraud ring with the use of publicly available data so much so that with over 1,000 data points, statistical significance is achieved, and the possibility of a mortgage fraud ring becomes a lot more possible.

Not just one, but all of the possible deciding factors have been satisfied, and the Defendant hopes that the court will grant his motion and label this case complex.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 23 day of May 2017 to: Allison Thompson, 1881 West Kennedy Boulevard, Suite D, Tampa, FL, 33606-1611.

  
KENNETH C. GUY

Kenneth Carl Guy

3109 Oakland Shores Dr. Unit G-108  
Oakland Park, FL, 33309

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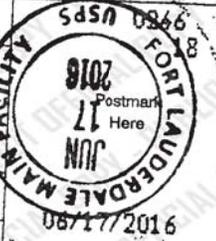
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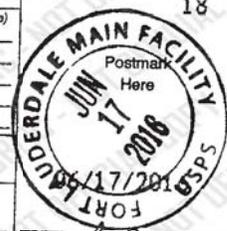
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(Monday 06/20/2016)

\$3.30

Certified Mail (USPS Certified Mail #) (7016060000078425532) 1

\$0.47

First-Class Mail Letter (Domestic) (HANOVER, MD 21076) (Weight: 0 Lb 0.90 Oz) (Expected Delivery Day) (Monday 06/20/2016)

\$3.30

Certified Mail (USPS Certified Mail #) (7016060000078425549) 1

\$0.47

First-Class Mail Letter (Domestic) (BOCA RATON, FL 33487) (Weight: 0 Lb 0.90 Oz) (Expected Delivery Day) (Monday 06/20/2016)

\$3.30

Certified Mail (USPS Certified Mail #) (7016060000078425556) 1

\$0.47

First-Class Mail Letter (Domestic) (TAMPA, FL 33605) (Weight: 0 Lb 1.00 Oz) (Expected Delivery Day) (Monday 06/20/2016)

\$3.30

Certified Mail (USPS Certified Mail #) (7016060000078425563) 1

\$0.47

First-Class Mail Letter (Domestic) (WEST PALM BEACH, FL 33401) (Weight: 0 Lb 0.90 Oz) (Expected Delivery Day) (Monday 06/20/2016)

\$3.30

Certified Mail (USPS Certified Mail #) (7016060000078425570) 1

\$0.47

First-Class Mail Letter (Domestic) (FORT LAUDERDALE, FL 33309) (Weight: 0 Lb 0.90 Oz) (Expected Delivery Day) (Monday 06/20/2016)

\$3.30

Certified Mail (USPS Certified Mail #) (7016060000078425587) 1

\$0.47

First-Class Mail Letter (Domestic) (BOYNTON BEACH, FL 33426)

FORT LAUDERDALE  
1900 W OAKLAND PARK BLVD STE 100  
FORT LAUDERDALE  
FL

33310-9998  
1130480246  
(800) 275-8777 1:50 PM

Product Description Sale Qty Final Price

First-Class Mail Letter (Domestic) (FORT LAUDERDALE, FL 33312) (Weight: 0 Lb 0.90 Oz) (Expected Delivery Day) (Monday 06/20/2016) 1 \$0.47

Certified Mail (USPS Certified Mail #) (7016060000078425488) 1 \$3.30

First-Class Mail Letter (Domestic) (WEST PALM BEACH, FL 33406) (Weight: 0 Lb 0.90 Oz) (Expected Delivery Day) (Monday 06/20/2016) 1 \$0.47

Certified Mail (USPS Certified Mail #) (7016060000078425495) 1 \$3.30

First-Class Mail Letter (Domestic) (FORT LAUDERDALE, FL 33331) (Weight: 0 Lb 0.90 Oz) (Expected Delivery Day) (Monday 06/20/2016) 1 \$0.47

Certified Mail (USPS Certified Mail #) (7016060000078425501) 1 \$3.30

First-Class Mail Letter (Domestic) (MIAMI, FL 33146) (Weight: 0 Lb 1.00 Oz) (Expected Delivery Day) (Monday 06/20/2016) 1 \$0.47

Certified Mail (USPS Certified Mail #) (7016060000078425518) 1 \$3.30

First-Class Mail Letter (Domestic) (BOYNTON BEACH, FL 33426) 1 \$0.47



E Copans Rd

NW 3rd Ave

May 4, 2016 at 7:26:13 AM EDT

Pompano Beach

NW 3rd St

E McNab R

NE 56th S

JOHN AVE

Race Track

W McNab Rd

Sweet Tomatoes Ft. Lauderdale

Cypress Creek Station

Blount Rd

NW 8th St

Coconut Creek

Atlantic Blvd Exd

S. Palm Aire Dr

Cypress Blvd

W McNab Rd

W Cypress Creek Rd

NW 21st Ave

NW 45th Ave

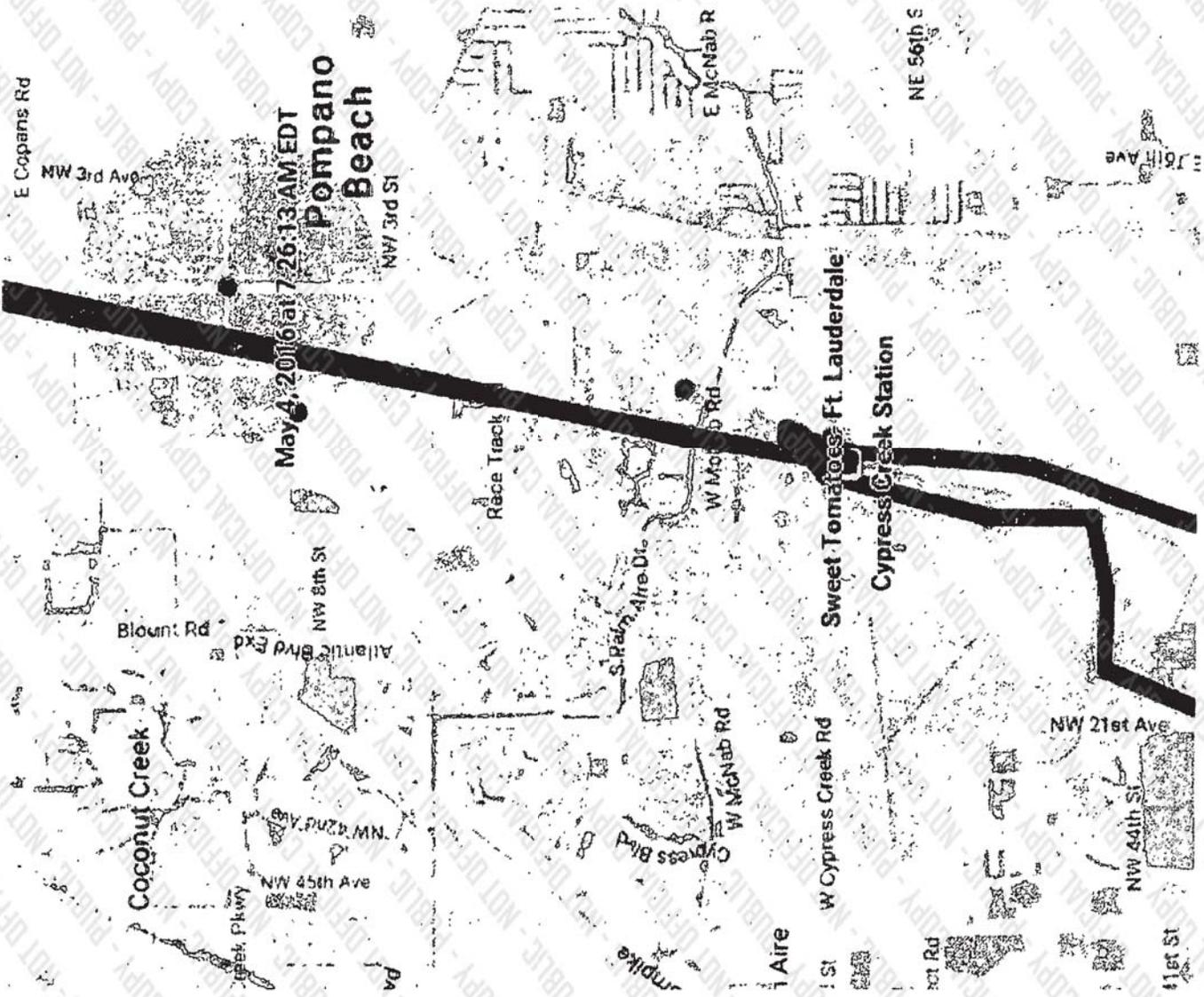
NW 40th St

Aire

1st St

1st Rd

11st St



Prepared By:  
Ilian Rashtanov  
Southeast Ventures, LLC  
300 Hendricks Isle, #1  
Fort Lauderdale, Florida 33301

[Space Above This Line For Recording Data]

**Warranty Deed**

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 30th day of April, 2014 between **SOUTHEAST VENTURES, L.L.C.**, a Florida Limited Liability Company, whose post office address is **300 Hendricks Isle, #1, Fort Lauderdale, Florida 33301** of the County of Broward, State of Florida, grantor\*, and **Kenneth Carl Guy, a single man**, whose post office address is **3109 Oakland Shores Drive, Unit G-108, Oakland Park, FL 33309**, grantee\*.

Witnesseth, that said grantor, for and in consideration of the sum of SEVENTY NINE THOUSAND AND NO/100 DOLLARS (\$79,000.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Broward County, Florida**, to-wit:

**UNIT NUMBER G-108, OF OAKLAND SHORES CONDOMINIUM #1, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 5709, AT PAGE 85, AS AMENDED FROM TIME TO TIME, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.**

**Subject to taxes for 2014 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

**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:

**SOUTHEAST VENTURES, L.L.C.,  
a Florida Limited Liability Company**

[Signature]  
Witness Name: Dennis R Wood

By: [Signature]  
Ilya Iordanov Rachtanov, Manager/Member

[Signature]  
Witness Name: Jillian Guy

[Signature]  
Witness Name: Dennis R Wood

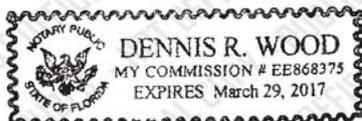
By: [Signature]  
Ilian Iliiev Rashtanov, Manager/Member

[Signature]  
Witness Name: Jillian Guy

State of Florida  
County of BROWARD

The foregoing instrument was acknowledged before me this 30th day of April, 2014 by Ilya Iordanov Rachtanov and Ilian Iliiev Rashtanov, as Managers/Members of **Southeast Ventures, L.L.C.**, a Florida Limited Liability Company, on behalf of said company. Each produced his respective Florida driver's license as identification.

[Signature]  
Notary Public  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



2

**LOCAL RECORDS OFFICE**  
 75 N. Woodward Ave #66438  
 Tallahassee, FL 32313  
 Phone: (800) 790-0721  
 www.LocalRecordsOffices.com

**THIS SERVICE TO OBTAIN A COPY OF YOUR DEED OR OTHER RECORD OF TITLE IS NOT ASSOCIATED WITH ANY GOVERNMENTAL AGENCY. YOU CAN OBTAIN A COPY OF YOUR DEED OR OTHER RECORD OF YOUR TITLE FROM THE COUNTY RECORDER IN THE COUNTY WHERE YOUR PROPERTY IS LOCATED.**



\*\*\*\*\*LRO FUL17520514 DIGIT-846

Kenneth Carl Guy  
 3109 Oakland Shores Dr Apt G108  
 Oakland Park, FL 33309

**Please Respond By:**  
**06/19/2014**

**LOCAL RECORDS OFFICE**

Local Records Office provides a copy of the only document that identifies Kenneth Carl Guy as the property owner of 3109 Oakland Shores Dr Apt G108, by a recently recorded transferred title on the property.

Local Records Office provides a property profile where you can find the property address, owner's name, comparable values, and legal description or parcel identification number, property history, neighborhood demographics, public and private schools report.

Records obtained through public information show a deed was recorded in your name Kenneth Carl Guy on 2014-05-01 which indicates your ownership and interest in the specified property below.

**BROWARD PUBLIC INFORMATION**

Legal Property Address: 3109 Oakland Shores Dr Apt G108, Oakland Park FL 33309

Purchase or Transfer Date:	2014-05-01	Year Built:	1974	Property ID:	49-42-20-AA-1520
Doc Number:	112259679	Lot Sq. Ft:	818 SF	Improvements:	\$27,870
Sale Amount	\$79,000	Square Feet:	760 SF	Use Code:	1004
Assessed Value:	\$30,970	Pool:	N/A	2nd Owner Name:	N/A

For a complete property profile and an additional copy the only document that identifies you as a property owner usually called deed, please detach coupon and return with an \$89 processing fee in the envelope provided. You will receive your documents and report within 21 business days.

Upon receipt of your processing fee, your request will be submitted for documents preparation and reviewed. If for any reason your request for deed and property profile cannot be obtained, your processing fee will be immediately refunded.

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<http://www.LocalRecordsOffices.com>

\*\*Please detach coupon and mail with your check\*\*



CODE: FUL17520514

PROPERTY ID NO.	SERVICE FEE	PLEASE RESPOND BY:	CHECK NO.
49-42-20-AA-1520	\$ 89.00	06/19/2014	

Kenneth Carl Guy  
 3109 Oakland Shores Dr Apt G108  
 Oakland Park, FL 33309

MAKE CHECK PAYABLE TO:

**LOCAL RECORDS OFFICE**  
 75 N. Woodward Ave #66438  
 Tallahassee, FL 32313

Please check box if your mailing address is different and print mailing address on reverse side

Your Phone Number: ( )

Please write the PROPERTY ID NO. On the lower left corner of your check.



# A. Settlement Statement (HUD-1)

OMB Approval No. 2502

### B. Type of Loan

1. FHA     2. RHS     3. Conv. Unins  
 4. V.A     5. Conv. Ins

6. File Number  
14-0638

7. Loan Number  
2414041045

8. Mortg. Ins. Case Num.  
83420190

ID:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

**D. NAME OF BORROWER:** Kenneth Carl Guy, a single man  
**Address of Borrower:** 3109 Oakland Shores Drive, Unit G-108, Oakland Park, Florida 33309

**E. NAME OF SELLER:** Southeast Ventures LLC, a Florida limited liability company  
**Address of Seller:** 300 Hendricks Isle, Fort Lauderdale, Florida 33301

**F. NAME OF LENDER:** United American Mortgage Funding, LLC  
**Address of Lender:** 1620 West Oakland Park Blvd., #201, Fort Lauderdale, Florida 33334

**G. PROPERTY LOCATION:** 3109 Oakland Shores Drive, Unit G-108, Oakland Park, Florida 33309

**H. SETTLEMENT AGENT:** Attorneys Preferred Title Inc  
**Address:** 945 E Las Olas Blvd, Fort Lauderdale, Florida 33301  
**Place of Settlement:** 945 E Las Olas Blvd, Fort Lauderdale, Florida 33301  
 Phone 954-357-1980

**I. SETTLEMENT DATE:** 4/30/14      **DISBURSEMENT DATE:** 4/30/14

J. Summary of borrower's transaction		K. Summary of seller's transaction	
<b>100. Gross amount due from borrower:</b>		<b>400. Gross amount due to seller:</b>	
101. Contract sales price	75,500.00	401. Contract sales price	75,500.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (Line 1400)	5,316.03	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by seller in advance:</b>		<b>Adjustments for items paid by seller in advance:</b>	
106. City/town taxes		406. City/town taxes	
107. County taxes		407. County taxes	
108. Assessments from 04/30/14 to 04/30/14	8.11	408. Assessments from 04/30/14 to 04/30/14	8.11
109.		409.	
110.		410.	
111.		411.	
112.		412.	
<b>120. Gross amount due from borrower:</b>	<b>80,824.14</b>	<b>420. Gross amount due to seller:</b>	<b>75,508.11</b>
<b>200. Amounts paid or in behalf of borrower:</b>		<b>500. Reductions in amount due to seller:</b>	
201. Deposit or earnest money	7,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	67,950.00	502. Settlement charges to seller (line 1400)	2,943.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Buyer Credit 10% RESPA tolerance	46.51	506.	
207.		507. Deposit is being disbursed as proceeds	
208. Principal amt of mortgage held by seller		508. Principal amt of mortgage held by seller	
209. May Condominium Maintenance	243.36	509.	
209a.		509a.	
<b>Adjustments for items unpaid by seller:</b>		<b>Adjustments for items unpaid by seller:</b>	
210. City/town taxes		510. City/town taxes	
211. County taxes from 01/01/14 to 04/30/14	343.55	511. County taxes from 01/01/14 to 04/30/14	343.55
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
<b>220. Total paid by/for borrower:</b>	<b>75,583.42</b>	<b>520. Total reductions in amount due seller:</b>	<b>3,287.05</b>
<b>300. Cash at settlement from/to borrower:</b>		<b>600. Cash at settlement to/from seller:</b>	
301. Gross amount due from borrower (line 120)	80,824.14	601. Gross amount due to seller (line 420)	75,508.11
302. Less amount paid by/for the borrower (line 220)	(75,583.42)	602. Less total reductions in amount due seller (line 520)	(3,287.05)
303. Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Borrower	5,240.72	603. Cash ( <input checked="" type="checkbox"/> To <input type="checkbox"/> From ) Seller	72,221.06

The Public Reporting Burden for this collection of information is estimated to average 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

VI. ASSETS AND LIABILITIES (cont'd)

Table with columns for Name and address of Bank, S&L, or Credit Union; Name and address of Company; \$ Payment/Months; and dollar amounts. Includes rows for ACS/WELLS FARGO, WELLS FARGO BANK, and a Total Assets a. / Total Liabilities b. summary row.

Schedule of Real Estate Owned (if additional properties are owned, use continuation sheet.)

Table with columns: Property Address, Type of Property, Present Market Value, Amount of Mortgages & Liens, Gross Rental Income, Mortgage Payments, Insurance, Maintenance, Taxes & Misc, Net Rental Income.

List any additional names under which credit has previously been received and indicate appropriate creditor name(s) and account number(s):

Table with columns: Alternate Name, Creditor Name, Account Number. Includes entries for KENNETH CARL GUY, KENNETH C GUY, and KENNETH GUY.

VII. DETAILS OF TRANSACTION

VIII. DECLARATIONS

Table with columns for transaction details (Purchase price, Alterations, Land, Refinance, etc.) and declarations (Borrower/Co-Borrower Yes/No for various questions).

# EXHIBIT P

IN THE CIRCUIT COURT OF THE SEVENTEENTH  
JUDICIAL CIRCUIT, IN AND FOR BROWARD  
COUNTY, FLORIDA

CASE NO.: CACE 16-22826

Plaza Home Mortgage, Inc.

Plaintiff,

vs.

Kenneth Carl Guy, et al.

Defendant.

ORDER

THIS CAUSE was considered by the Court on the following Motion(s)

Defendant's Emergency Motion for A Subpoena

HEARING was held on

June 19, 2017

THE COURT having considered the grounds for the Motion, taken testimony, heard argument and considered the applicable law, it is FOUND,

ORDERED AND ADJUDGED as follows:

Denied

DONE AND ORDERED

at Ft. Lauderdale FL on 6/19/17

CIRCUIT COURT JUDGE

Copies furnished:  In Open Court  
 By Mail

Tan Dolen - T-757071 K.C. Guy

PROBABLE CAUSE DETERMINATION FOR

IN AND FOR BROWARD COUNTY

# EXHIBIT Q

TERK, DAVID WOLF

FINDINGS AND ORDER

571701714

✓ FC  
17-5362

The Defendant having been arrested by: FORT LAUDERDALE Arrest Number: \_\_\_\_\_  
and having been brought before the undersigned as Committing Magistrate, the Court makes the following findings and enters the following ORDER:

I. Having reviewed the Affidavit(s) attached hereto of ROMMA, the Court finds:

A.  Probable cause to believe the Defendant has committed, and shall be held to answer for the offense(s) of

<u>Charges</u>	<u>Case #</u>	<u>Bond</u>
1- FELONY BATTERY		to 2500
2- RESIST OFFICER-OBSTRUCT WITHOUT VIOLENCE		to 250
		NC

But finds no probable cause as to the offense(s) of \_\_\_\_\_

and this cause is hereby continued for \_\_\_\_\_ hours and shall be brought back

before the committing Magistrate on \_\_\_\_\_ day of \_\_\_\_\_ OR

B.  No Probable cause to believe the defendant has committed any offense, and he is hereby ordered discharged from  
from custody unless held on other unrelated charges

II. The Court has now advised the Defendant:

- A. Of the charges Against him (see I.A. above);
- B. That he is not required to say anything, and anything he says may be held against him;
- C. Of his right to counsel, or if indigent, of his right to Court appointed Counsel;
- D. Of his right to an adversary Preliminary Hearing on any Felony charges, if an Indictment or Information is not filed against him within 21 days of his arrest;

III. BOND: A. Bond is set at the amount indicated.

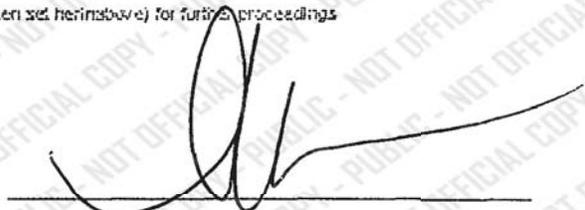
IV. COUNSEL: A. \_\_\_\_\_ Defendant has or will retain private counsel; OR  
B. \_\_\_\_\_ Defendant is declared indigent, and the Public Defender is appointed to represent him, subject to review at Arraignment.

V. Where the Defendant is detained under the Uniform Extradition Act, F. S. 941, this finding of Probable Cause shall operate to commit  
the Defendant to the county jail for a period of thirty (30) days.

VI. Defendant is hereby remanded to the custody of the sheriff unless and until bonded (if bond has been set hereinabove) for further proceedings  
according to law

DONE AND ORDERED at Fort Lauderdale, Broward County, Florida on 5/8/2017

Original to: Clerk  
Copies to: Sheriff  
State Attorney

  
\_\_\_\_\_  
COMMITTING MAGISTRATE  
Levey Cohen

Motion to Declare 3<sup>rd</sup> Party Spoliation and Fraud Upon The Court

# EXHIBIT R

Case Number: CACE-16-022826 Division: 11

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA CIVIL ACTION

**PLAZA HOME MORTGATE, INC.**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

---

## **Motion to Declare 3<sup>rd</sup> Party Spoliation and Fraud Upon The Court**

Within the first two weeks of the Defendant, Mr. Kenneth Carl Guy first moved into his condo at 3109 Oakland Shores Drive, G 108, he was the victim of a break-in. Guy did not know it at the time, but the people who broke into his condo are and were friends with board members of Oakland Shores Condominium Inc. as well as friends with Rosemarie Demalleo-Muck, the (at the time) community association manager. A day after the break-in, after leaving his condo after reviewing the evidence Guy had of the break-in, Guy heard Demalleo-Muck make an unsettling comment, "All we have to do is get him to default". Guy logged this comment in his EEOC report that he submitted to the EEOC in September of 2015 (see exhibit 'A'). This was before Guy was ever late on any of his mortgage payments.

Since buying property in Oakland Shores, someone living in or related to Oakland Shores has been responsible for cutting off all sources of income from Guy. This includes the planning and execution of getting him fired from four six-figure jobs as well as destroying business relationships with over 20 free-lance clients that Guy had. Every time Guy gathers evidence to prove these allegations the evidence would get destroyed or altered as soon as the evidence was outside of Guy's presence.

In early May of 2017, Guy heard Rosemarie Demalleo-Muck, at the time the Community Association Manager and currently a board member of Oakland Shores Condominium Inc. (one of the

current parties in this case), mentioned that they needed to get Guy fired from Uber so he couldn't afford to move forward with his foreclosure case.

This is not the first time that residents of Oakland Shores have attempted to get Guy fired from Uber. Based on what Demalleo-Muck has said, the first time was to trigger a foreclosure, and this second Uber firing attempt was intended to stop him from having any kind of fair access to the court system. See exhibit 'B', a screenshot of another page that Guy submitted in an EEOC report to the EEOC in September of 2015. It should be noted that exhibit 'B' was recorded at a time before Guy was ever late on either a credit card bill or a mortgage payment. This foreclosure action is not the result of a series of unfortunate unlucky noncriminal circumstances. This foreclosure action is the direct result of a litany of crimes leveled at Guy, and the Broward Sheriff's Office (as well as the other sources of law enforcement that BSO has enlisted) both deliberate indifference and active participation that has led to and triggered this foreclosure action.

This Uber firing attempt would only have been possible with the use of illegal wiretap software added to Guy's computer without his permission. After reading the screenshot that is exhibit 'A', one can see how this first Uber firing attempt would not have been possible without the illegal use of spy phone software that provides real-time updates of what is on Guy's smartphone screen.

On May 25<sup>th</sup> Guy gave a deposition of the Uber attack on May 7<sup>th</sup> to a Fort Lauderdale detective, Detective Hancock (FLPD Case Number: 34-1705-072371). During the deposition, Detective Hancock attempted to guide the deposition in such a way as to get Guy to admit to false facts. For example, the arrest report written by Deputy Somma has Deputy Somma admitting to walking on his prescribed route and being flagged down by a pedestrian who was witnessing a fight in progress and that is what made him show up to the scene of the crime. However, later-on, in the exact same report, Deputy Somma mentions that Guy called 911, and it was only because of that phone call and only because of that phone call that Deputy Somma showed up to the scene of the crime. Guy never called 911 that night. His

phone records will reflect this fact. He didn't have to call 911. Over 100 witnesses saw the attack, and despite this fact, and the fact that Guy saw and heard patrol officers collecting the contact information of witnesses, Detective Hancock on May 25<sup>th</sup> informed Guy that not a single witness existed for the crime. Also, it should be noted that because of the two conflicting accounts by Deputy Somma of how Deputy Somma came onto the scene, both conflicting accounts, existing in the same exact police report, now then labels, according to prevailing legal theory, that police report as fraud. It should also be noted in exhibit 'C' that the original arrest report was altered. The image is a screenshot of the arrest report where it says, '(Revised 05/00)'. While legitimate reasons exist all the time why one would need to update an arrest report, no legitimate reason can be attached to the apparent need to obfuscate the date in which the arrest report was altered. Only illegitimate intentions can be attached to altering a revised date on a police report to a nonexistent date.

Shortly after Guy gave a deposition to Detective Hancock, evidence was altered in the Uber database to match what Guy had said in the deposition. Also, Guy mentioned in the deposition that Guy was able to confirm that it was David Terk that attacked him because he looked up the Uber end destination of the trip with a Google search of the address, saw that the house belonged to a David Terk and noted the connection that 'David T.' as listed in the Uber app, was in fact the David Terk listed as the home owner of the trip's destination address, and then Guy concluded that these two people were undoubtedly the same person, the same person who attacked him on the morning of May 7<sup>th</sup>, 2017. As Guy went on in the deposition to Detective Hancock, in the Google search he made immediately following the first, Guy also mentioned that he was easily able to pull David Terk's photo up on the Google image search results showing his social media photos. Since mentioning this, the Instagram social media images have been removed from on-line or access has been changed from public to private.

Defendant, Guy, states that, for a fact, the Uber database was altered at the corporate level not only to assist in Guy false arrest, but also too to commit 3<sup>rd</sup> party spoliation of evidence as well as to commit Fraud Upon the Court.

When a smartphone application is used for a specific purpose specific entries in a database are created, removed, updated, or deleted. When the specific purpose is repeated the same specific database entries will be created, removed, updated, or deleted as they were the time before the last time that specific purpose was executed. When alterations are made in the database in such a way that violate the enforced rules of the application then human (and not software) interaction is always the cause. These human interactions with the database of an application is referred to in the Information Technology industry as a 'database hack'.

Guy knows the database was hacked at the corporate level because of several irrefutable facts;

**1. All Uber Trips Must Have a Start Location:**

Exhibit 'D' is a screen shot of Guy's smartphone taken on May 7<sup>th</sup>, 2017 at around 1:30 pm. The Uber Pool trip had two separate ride requests. They are each displayed in Exhibit 'D'. Both trips do not have a pick-up location. This would be impossible without a database hack at the Uber corporate level. For starters, without any start location at all, how did Guy know to go to the location where David Terk got into Guy's car? It would be impossible for a trip request to be sent out without a start location.

**2. Riders Are Assigned (As 'Rider 1', 'Rider 2', etc.) In The Order That They Begin an Trip**

**Within an Uber Pool:**

The Uber Pool trip start times for an Uber Pool trip that does not show evidence of a database hack in coordination with a physical assault and frame-job/cover-up by law enforcement are shown below:

<b>Client 1:</b>	<b>19:53:43 EDT</b>	<b>(Exhibit 'E')</b>
<b>Client 2:</b>	<b>20:03:24 EDT</b>	<b>(Exhibit 'F')</b>

**Client 3: 20:08:58 EDT (Exhibit 'G')**

Note that the client with the lowest label value also has the earliest start time.

**3. Rider 1 and Rider 2 Swap Addresses:**

Exhibit 'K' shows, through beenVerified.com, that David Terk lives at 12685 NW 10<sup>th</sup> St., Coral Springs, FL. Exhibit 'I' displays "David T." as Client 2. Exhibit 'D' lists 12685 NW 10<sup>th</sup> St., Coral Springs, FL as the destination address for Rider 1. David Terk was not Rider 1 David Terk was listed as Rider 2. Such a mismatch would be impossible to make without human interaction with the Uber database on the corporate level.

**4. Rider 1 and Rider 2 Swap With Client 1 and Client 2:**

Exhibit 'I' shows that Client 2 for the Uber Pool trip starting at 1:42 AM on 5/7/17 was charged five dollars. Exhibit 'J' shows that the entire Uber Pool trip starting at 1:42 AM on 5/7/17 was only charged \$5.00. Exhibit 'J' shows that only Rider 1 was charged. For the same exact trip Exhibit 'I' shows that Client 2 was charged \$5.00 and Exhibit 'J' shows that Rider 1 was charged \$5.00. Such swap between Rider 1 and Client 1 swapping with Rider 2 and Client 2 is only possible with a database hack. This is more easily explained in that Rasier, the 3<sup>rd</sup> party insurance company listed for the trip would hold its data in a separate 3<sup>rd</sup> party information technology infrastructure. Therefore, in order to keep the data matched up, it would require an extra level (if not an extra several levels) of preplanning and coordination. This extra level of coordination did not take place, and this is exemplified in the irrefutable database hack.

**5. Trip IDs Do Not Change After The Trip Starts:**

Exhibit 'M' shows the web statement for the Uber Pool Trip starting at 1:42 AM on 5/7/17. The displayed Trip ID is: [REDACTED]. The screenshot for Exhibit 'M' was taken on 5/29/17.

Exhibit 'L' shows the exact same web statement for the Uber Pool Trip starting at 1:42 AM on 5/7/17. However, it is not "exactly" the same as the information displayed in Exhibit 'M' for the exact same trip. The Trip ID changed to: ede659d5-f5fd-4221-8d8a-b06340d8f8ef. The screenshot for Exhibit 'L' was taken on 5/25/17. As a reminder Guy gave his deposition to Detective Hancock of the Fort Lauderdale Police Department on May 25<sup>th</sup>, 2017. Only a few short days later evidence changed as a result of Guy's deposition.

**6. Each Rider's Ride Is Assigned a Trip ID and Each Uber Pool Trip Is Assigned a Distinct and Separate Trip ID Different From Any Of The Rider's Trip IDs:**

The following Trip IDs are from an Uber Pool trip that Guy drove for that did not show evidence of a database hack:

<b>Client 1:</b>	[REDACTED]	<b>(Exhibit 'E')</b>
<b>Client 2:</b>	[REDACTED]	<b>(Exhibit 'F')</b>
<b>Client 3:</b>	[REDACTED]	<b>(Exhibit 'G')</b>
<b>Web Summary:</b>	[REDACTED]	<b>(Exhibit 'I')</b>
<b>Trip ID For Same Trip</b>		

Each client has a unique Trip ID AND each Uber Pool that encompasses the total of each client's unique trip has its own unique Trip ID as well. This enforced rule of the software app that is Uber is not consistent when data is altered at the database level by someone that does not have a full understanding of the data that they are altering. Note the inconsistency in the Uber Pool trip where Guy was attacked:

<b>Client 2:</b>	[REDACTED]	<b>(Exhibit 'I')</b>
<b>Web Summary:</b>	[REDACTED]	<b>(Exhibit 'M')</b>
<b>Trip ID For Same Trip</b>		

As you can see, inconsistent results like these are only possible if someone were to alter the Uber database and then too to go back and cover up their tracks after it was discovered that the database had been altered.

### The Use of Wire Taps

On the morning of May 7<sup>th</sup> 2017 at around 5:30 am Guy looked up online to confirm that Terk had been arrested and to see what charges he had been arrested with (see Exhibit 'N'). It should be noted that it was not until after Guy looked up online to confirm that Terk had been charged that Terk had actually been charged. Even though the crime occurred at 1:30 am and everyone left the scene at around 2:30 am, Terk was not charged until 7:30 am as evident by viewing the charge times under 'Charge Initiation Date' in exhibit 'O'. This is another example of many examples of illegal wiretap-like software used to engage in Fraud Upon the Court.

### CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 26 day of June 2017 to: Allison Thompson, 1881 West Kennedy Boulevard, Suite D, Tampa, FL, 33606-1611.



KENNETH C. GUY

Kenneth Carl Guy

A handwritten signature in black ink that reads "K.C. Gray". The signature is written in a cursive, flowing style.

3109 Oakland Shores Dr., unit G-108,  
Oakland Park, FL, 33309

## Exhibit 'A'

of detention as well as the fire rescue, you do things for all the right reasons"

(<http://www.sun-sentinel.com/news/crime/crime-safety-blog/sfb-broward-sheriff-rallies-troops-20150430-story.html>).

Unfortunately that leaves an average of one percent that fall in the less than

honorable category. Sadly, this also leaves room for manipulation by those who fall in the

honorable 99%

Judging by what I had overheard, at this point, less than two weeks living at Oakland Shores, it looked like willful violations of the 4th amendment rights of the residents of Oakland Shores by the management as well as the security company was common place. In fact, it was and is in the condo documents that keys need to be kept on file with the front office. It looked

like breaking and entering with no sign of forced entry could be easily executed at Oakland Shores, and all the Oakland Shores security had to do was tell the same illegal lie to any office that responds to any call to the property.

Had I moved into a hot bed or organized crime? It was still too early to make any determination in one direction or the other.

The next night the Community Association Manager (CAM), Rosemarie Demalleo-Mauk and the Platinum security guard came to my door to obtain a copy of the web camera and audio recording. This seemed like a reasonable request. One I was happy to comply with. Oddly, the security guard insisted that, "I know those voices, it's the kids at the end of the hall." To which I responded, "Are you sure, the person that came out to the hall while I didn't turn around, when I came out of my unit, was in a unit next to my own." I don't know how he could know if I was or was not mistaken, he wasn't there. I was told that night to make sure that I didn't tell anyone because if I told anyone it would compromise an ongoing investigation. Why wouldn't or shouldn't all of the residents of Oakland Shores be alerted to home invaders? Shouldn't everyone get a warning so then can be extra safe and double check any door locks or window locks before they leave? If this is or was the case, why would Rosemarie want the residents of Oakland Shores to be less safe? After they left I heard Rosemarie say, "All we have to do is get him to default." What an odd thing to overhear! Was this what organized crime looked like? It was still too early to make any personal conclusions. However, after the very odd statement of Rosemarie, I started to get a little suspicious.

That following Sunday I had repeated knocks at my door. How they magically came into the gated community I lived in was and is unknown to me. A woman claiming to be with the US census would not go away. I couldn't confirm her identity, because of this I told her I would not open my door. I told her for security reasons to please leave. The next day she came back, she

Exhibit 'B'

← Find...

Informative to creating a more clear picture of the situation as it was then He wanted to know what other resource I had More than taking many measures to suppress evidence they were also out to eliminate resources or anyone for that matter who might be able to help me from my life

**A Plan To Get Me Fired From Uber**

I had overheard Rosemarie speaking to one of my neighbors, saying, "We have to get him fired from Uber."

A short time later a plan was put into motion For my sake, if everything I overheard is true, this is one method of harassment that is 100% verifiable by 3rd party sources

Evaldo Marques a current board member at Oakland Shores owns a moving company.

One day when I was logged in to Uber waiting for a ride request I received a request from the Mobile station near SR 7 and Commercial It was the only pick-up I had that day.

Shortly after I accepted the ride request I received a phone call with the client complaining that my vehicle was not moving It was not moving because I was parked in by the truck of the moving company I told her I was parked in when she called.

I finally got to her location, and before she got in my car she said to the person on the phone with her that her Uber driver was on drugs Okay, this did not make sense. If she really thought that, why did she get in the car. She repeated this during the trip

After I dropped her off and got home I passed by the moving company employee in my hall I closed the door to my unit, and I overheard him either on the phone or speaking directly to someone saying, "Are you sure my cousin was safe getting in a car with him "

I don't know what happened after that, but this at least from moving company employee to cousin to board member business owner is all trackable as a verifiable form of harassment.

**Crown Atlantic Insurance**

Part of the severance that I was bullied into signing states that I would as best I could assist the transition of access or duties from one person to the other. Also in the severance and is wording that I will not speak badly about Newsmax or its subsidiaries. I had always thought it odd that Newsmax or Crown Atlantic insurance would still have me as a Crown



[Signature]  
Officer/Affiant's Signature

STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this \_\_\_\_  
by OFFICER SOMMA, KENNETH A.

[Signature]  
Notary Public, Deputy Clerk of the Court, or Assistant State Attorney

E. PEKROL  
Print, Type or Stamp Commissioned Name of Notary Public

Seventeenth Judicial Circuit  
Broward County  
State of Florida

(SHOULD ADDITIONAL

BSO DB-#2 (Revised 05/00)

29154 6162

BROWARD COUNTY  
ARREST # [REDACTED]

20F3

Filing Agency  
FT LAUDERDALE PD

Offense Report  
[REDACTED]

Defendant's Last Name  
TERK



Name of victim(s) (if corporation exact legal name and state of inc)

Exhibit 'D'

Navigation icons: messages, security, mail, calendar, photos, Wi-Fi, airplane mode, location, compass, volume, 4G LTE, battery, 1:23 PM

← TRIP DETAIL

Google

Map data ©2017

0 min  
DURATION

0.00 mi  
DISTANCE

TRIP BREAKDOWN (2)

Rider 1  
1:42 AM

HELP

- Pickup
- Dropoff  
12685 Northwest 10th Street, Coral Springs, FL 33...

Rider 2  
1:44 AM

HELP

- Pickup
- Dropoff  
660 Tennis Club Dr, Fort Lauderdale, FL 33311, USA



Exhibit 'E'

# ← Waybill

**Covered Trip Start Time** 06/11/17 19:52:34 EDT

**Coverage subject to policy terms and conditions**

**Certificate of Insurance**

## Pool Trip Summary: Client 1

**Trip ID** [Redacted]

**Request At Time** 06/11/17 19:52:34 EDT

**Rate** \$0.95 Base fare +\$0.10 per minute +\$0.75 per mile

**Passenger Name** Simone F

**Via** Rasier-DC LLC

**From** 542 Washington Ave, Miami Beach, FL 33139, USA

**Begin Trip At Time** 06/11/17 19:53:43 EDT

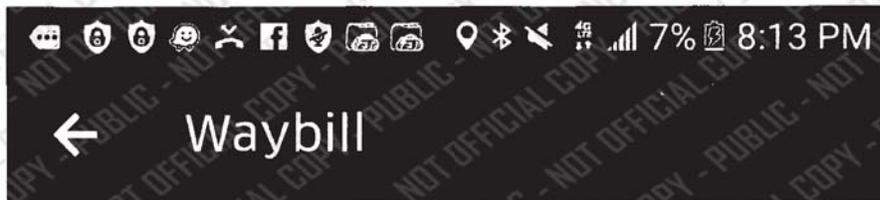
**To** 40 Island Ave, Miami Beach, FL 33139, US

**Surge Multiplier** 1.0

## Pool Trip Summary: Client 2

**Trip ID** [Redacted]

Exhibit 'F'



<b>From</b>	Beach, FL 33139, USA
<b>Begin Trip At Time</b>	06/11/17 19:53:43 EDT
<b>To</b>	40 Island Ave, Miami Beach, FL 33139, US
<b>Surge Multiplier</b>	1.0

<b>Pool Trip Summary: Client 2</b>	
<b>Trip ID</b>	[REDACTED]
<b>Request At Time</b>	06/11/17 20:00:12 EDT
<b>Rate</b>	\$0.95 Base fare +\$0.10 per minute +\$0.75 per mile
<b>Passenger Name</b>	Maribel M
<b>Via</b>	Rasier-DC LLC
<b>From</b>	1634-1636 Alton Rd, Miami Beach, FL 33139, USA
<b>Begin Trip At Time</b>	06/11/17 20:03:24 EDT
<b>To</b>	201-233 NE 14th St, Miami, FL 33132, USA
<b>Surge Multiplier</b>	1.0

<b>Pool Trip Summary: Client 3</b>	
------------------------------------	--

Exhibit 'G'

# ← Waybill

<b>Via</b>	Rasier-DC LLC
<b>From</b>	1634-1636 Alton Rd, Miami Beach, FL 33139, USA
<b>Begin Trip At Time</b>	06/11/17 20:03:24 EDT
<b>To</b>	201-233 NE 14th St, Miami, FL 33132, USA
<b>Surge Multiplier</b>	1.0

<b>Pool Trip Summary: Client 3</b>	
<b>Trip ID</b>	[REDACTED]
<b>Request At Time</b>	06/11/17 19:58:14 EDT
<b>Rate</b>	\$0.95 Base fare +\$0.10 per minute +\$0.75 per mile
<b>Passenger Name</b>	Tom R
<b>Via</b>	Rasier-DC LLC
<b>From</b>	9 Island Ave, Miami Beach, FL 33139, USA
<b>Begin Trip At Time</b>	06/11/17 20:08:58 EDT
<b>To</b>	7891 SW 67th Ave, South Miami, Florida 33143, US
<b>Surge Multiplier</b>	1.0

33143, US



Duration

53.0 m 16.0 s

Distance

16.67 mi

Requested Vehicle

Pool

License Plate



Trip ID



Exhibit 'I'

1:17 PM 4G LTE

← WAYBILL

<b>Via</b>	Rasier-DC LLC
<b>From</b>	730-738 NE 4th Ave, Fort Lauderdale, FL 33304, USA
<b>To</b>	300 SW 1st Ave, Fort Lauderdale, FL 33301, USA
<b>Surge Multiplier</b>	1.0

**Pool Trip Summary: Client 2**

<b>Trip ID</b>	[REDACTED]
<b>Request At Time</b>	05/07/17 01:42:04 EDT
<b>Fare</b>	5.0
<b>Rate</b>	\$0.95 Base fare +\$0.10 per minute +\$0.75 per mile
<b>Passenger Name</b>	David T
<b>Via</b>	Rasier-DC LLC
<b>From</b>	Undefined
<b>To</b>	As Directed ...
<b>Surge Multiplier</b>	1.0



Exhibit 'J'



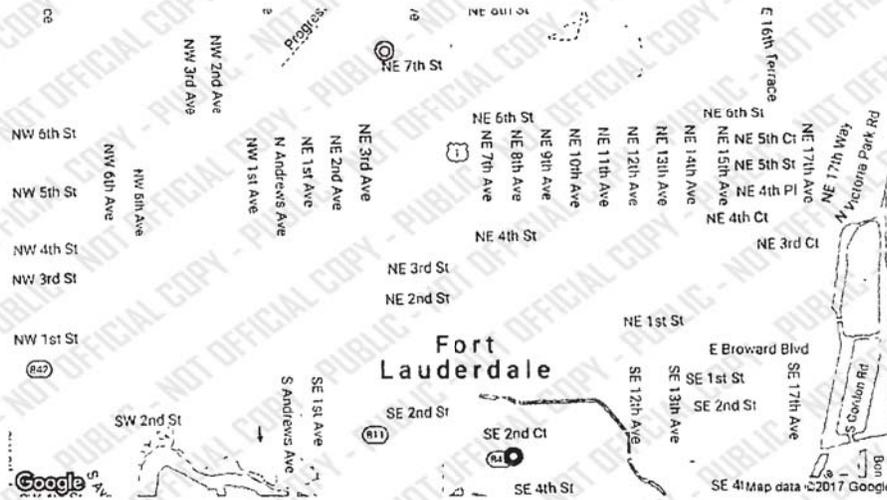
SUNDAY, 05/07

**\$4.00**

Uber Fee	-\$1.00
Rider 1 Cancellation	\$5.00

**Total Earnings \$4.00**

- 731 NE 4th Ave, Fort Lauderdale, Florida 33304, US
- 660 Tennis Club Dr, Fort Lauderdale, FL 33311, USA

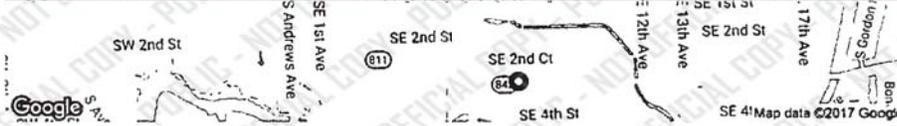
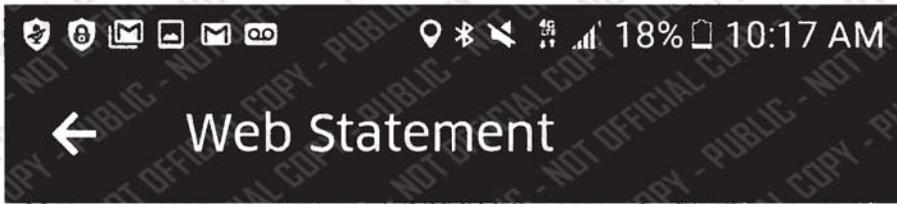


0 min  
DURATION

0.00 mi  
DISTANCE



Exhibit 'L'



**1:42:04 AM**

731 NE 4th Ave, Fort Lauderdale, Florida  
33304, US



**7:00:00 PM**

660 Tennis Club Dr, Fort Lauderdale, FL  
33311, USA

**Requested Vehicle**

Pool

**Trip ID**

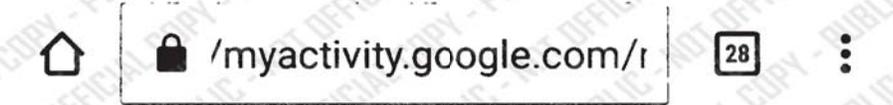


**License Plate**





Exhibit 'N'



 Search

Visited Broward County Mugshots - South Florida Sun Sen...

5:31 AM • Details

 Search

Visited Fort Lauderdale Police Department : Police Records

5:30 AM • Details

 Search

Visited Arrest Search - Broward Sheriff's Office

5:30 AM • Details

Exhibit 'O'

First  
Middle

**TERK, DAVID WOLF**

---

Race	Sex	Height	Weight	Eyes	Hair
W	M	601	220	BLU	BAL

---

Permanent Address 12685 NW 10TH ST CORAL SPRINGS FL 33

---

Arrest Date	05/07/17 02 27 00	Place of Arrest
-------------	-------------------	-----------------

---

Inmate Logged Date	05/07/17 03 23 15	Inmate
--------------------	-------------------	--------

---

Intake Comments 29/54/SP/CO/6162 WC/13217

Alias Last name First, Middle, DOB

Warrants Officer Id bs13217

Scars, Marks, Tattoos

---

Release Date/Time	Release Reason
-------------------	----------------

---

Charge No.	Charge Initiation Date	Statute
1	05/07/17 07 33	784 041-1

Charges FELONY BATTERY

Booking Off. ID	bs08819	County
-----------------	---------	--------

---

Charge No.	Charge Initiation Date	Statute
2	05/07/17 07 34	843 02

Charges RESIST OFFICER-OBSTRUCT WITHOUT VIOL

Booking Off. ID	bs08819	County
-----------------	---------	--------

---

Exhibit P



# Broward County Sheriff's Office

PC 17-5362

## Booking Report



CIS #	571701714	BCCN #	881781	Booking Sheet Control Date and Time	
OBTS	608243015	Print Clearance	05/07/17 03 48 58	Prints	Yes
Arrest #	FL 1701714	Offense Report #	34-1705-072371	Agency	FORT LAUDERDALE

Last Name	First	Middle	SSN #
TERK, DAVID	WOLF		[REDACTED]

Race	Sex	Height	Weight	Eyes	Hair	Comp	Age Admitted	DOB	Place of Birth	State	FOLE
W	M	601	220	BLU	BAL	LGT	38	[REDACTED]	MANITOBA	CANADA	6874987

Permanent Address	12685 NW 10TH ST CORAL SPRINGS FL 33071	Months of Residence	60
-------------------	---	---------------------	----

Arrest Date	05/07/17 02 27 00	Place of Arrest	151 SW 2ND ST SIDEWALK	Arresting Officer	1784 SOMMA
-------------	-------------------	-----------------	------------------------	-------------------	------------

Inmate Logged Date	05/07/17 03 23 15	Inmate Log Type	FULL INTAKE	Place Admitted	MAIN
--------------------	-------------------	-----------------	-------------	----------------	------

Intake Comments 29/54/SP/CO/6162 WC/13217

Alias Last name First, Middle, DOB

Warrants Officer Id bs13217

Scars, Marks, Tattoos

Release Date/Time	Release Reason	Release Authorized By
-------------------	----------------	-----------------------

Charge No.	Charge Initiation Date	Statute	Warrant/Capias	Level	M.C	B. Type	Bond Amount
1	05/07/17 07 33	784-041-1		3F	Y	HOLD FOR MAG	\$0 00
Charges	FELONY BATTERY		Comments				
Booking Off. ID	bs08819	County	Judge				

Charge No.	Charge Initiation Date	Statute	Warrant/Capias	Level	M.C	B. Type	Bond Amount
2	05/07/17 07 34	843 02		1M	Y	NO CHARGE	\$0 00
Charges	RESIST OFFICER-OBSTRUCT WITHOUT VIOLENCE		Comments				
Booking Off. ID	bs08819	County	Judge				

\* End of Report \*

10P3

COMPLAINT AFFIDAVIT

SHADED FIELDS MUST BE ANSWERED IF DEFENDANT NOT IN CUSTODY

27/54  
ARREST FORM

BROWARD COUNTY  
ARREST #

OBTS #

Filing Agency <b>FT LAUDERDALE PD</b>		Offense Report <b>34-1705-072371</b>		Local ID #		FDLE		FBI		SS #	
Defendant's Last Name <b>TERK</b>				First Middle <b>DAVID WOLF</b>		SUF		Alias/Street Name		Citizenship	
Race <b>W</b>	Sex <b>M</b>	Hgt <b>6'01</b>	Wgt <b>220</b>	Hair <b>BALD</b>	Eyes <b>BROW</b>	Comp	Age <b>38</b>	DOB		Birth Place	
Permanent Address <b>12685 NW 10TH ST, CORAL SPRINGS, FL 33071</b>								Scars, Marks, TT			
Residence Type		(1) City (2) County (3) Florida (4) Out of State		Local Address <b>12685 NW 10TH ST, CORAL SPRINGS, FL 33071</b>				Place of Employment		Length	
How long defendant in Broward County <b>2018</b>		Breathalyser By/CCN		Reading		Place of Arrest <b>151 SW 2ND ST SIDEH ALK</b>		Date/Time Arrested <b>05/07/2017 02:27</b>		Arresting Officer(s) CCN <b>SOMMA, KENNETH A. (1784)</b>	
Officer Injured Y <input type="checkbox"/> N <input checked="" type="checkbox"/>		Unit	Zone	Beat	Shift	Trans Unit	PMD Y <input type="checkbox"/> N <input checked="" type="checkbox"/>	Transporting Officer/CCN		Pick-up Time	Time Arrived/BSO
TYPE / ACTIVITY <b>V / V</b>		Type N-N/A A-Amphetamine B-Barbiturate C-Cocaine	E-Heroin H-Hallucinogen M-Marijuana O-Opium/Deriv	P-Paraphernalia/Equipment S-Synthetic U-Unknown Z-Other	Activity N-N/A P-Possess S-Sell B-Buy		T-Traffic A-Smuggle D-Deliver E-Use	M-Manufacture/Produce/Cultivate K-Dispense/Distribute Z-Other		Indication of Alcohol Influence Y <input type="checkbox"/> N <input checked="" type="checkbox"/> UK <input type="checkbox"/> Drug Influence Y <input type="checkbox"/> N <input checked="" type="checkbox"/> UK <input type="checkbox"/>	

Attach Defendant's Photo

Defendant's Vehicle Make: \_\_\_\_\_ Type: \_\_\_\_\_ Year: \_\_\_\_\_ Color: \_\_\_\_\_ VIN #: \_\_\_\_\_

Vehicle Towed To: \_\_\_\_\_ Tag #: \_\_\_\_\_ Other identifiers or remarks: \_\_\_\_\_

Count #	Offenses Charged	WC# / Citation # (if applicable)	FS or Capias/Warrant #
1	FELONY BATTERY		784 011-1
1	RESIST OFFICER-OBSTRUCT WO VIOLENCE		843 02

Probable Cause Affidavit

Before me this date personally appeared SOMMA, KENNETH A. (1784) who being first duly sworn deposes and says that on 7 day of May, (year) 2017 at 151 SW 2ND ST, FORT LAUDERDALE, FL 33301 (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe the same are as follows

On 5/7/17 while working a city approved detail walking on SW 2nd St area I was flagged down by a male stating two people were about to fight in front of the parking garage. I walked over to the area and was informed by another male the def had gotten into a fight with his Uber driver and was about to start fighting someone else. As I walked to the male and yelled at them to stop the def walked toward witness Alfaro and pushed him at which point Alfaro punched the def in the face. Alfaro complied and sat

\*\*\* Continued \*\*\*

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated therein are true and correct to the best of my knowledge and belief

Officer/Affiant's Signature: [Signature] Officer's Name/CCN: SOMMA, KENNETH A (1784) Officer's Division: Patrol

STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 7 day of May, 2017 (year), by OFFICER SOMMA, KENNETH A. (name and title), who is personally known to me or has produced \_\_\_\_\_ as identification

Notary Public, Deputy Clerk of the Court, or Assistant State Attorney: [Signature] Title/Rank and CCN: OFC 11797

Print, Type or Stamp Commissioned Name of Notary Public

(SEAL)

Seventeenth Judicial Circuit  
Broward County  
State of Florida

FIRST APPEARANCE/ARREST FORM

- Orig - Court
- 2nd - State Attorney
- 3rd - Filing Agency
- 4th - Arresting Agency

(SHOULD ADDITIONAL SPACE BE NEEDED, USE THE PROBABLE CAUSE AFFIDAVIT CONTINUATION (BSO DB#2a))

COURT COPY

2954 letter

SP/CO letter

WC 13217

17-01714

OBTs #

Filing Agency <b>FT LAUDERDALE PD</b>	Offense Report <b>34-1705-072371</b>	Local ID #	FOLE	FBI	SS #
Defendant's Last Name <b>TERK</b>	First <b>DAVID</b>	Middle <b>WOLF</b>	SUF	Alias/Street Name	Citizenship
Name of victim(s) (if corporation, exact legal name and state of incorporation)					
Count #	Offenses Charged	WC# / Citation # (if applicable)		FS or Capias/Warrant #	
<b>*** SEE PAGE 1 ***</b>					

Probable Cause Affidavit

Before me this date personally appeared SOMMA, KENNETH A. (1784) who being first duly sworn deposes and says that on 7 day of May, (year) 2017 at 151 SW 2ND ST, FORT LAUDERDALE, FL 33301 (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe the same are as follows

on the ground upon seeing police and I gave the def loud verbal commands to sit down which he did not listen and attempted to walk away. I had to use an armbar take down to get the def to stop walking away despite him seeing me in full police uniform and looking at me as I told him to stop walking away. The def was brought to the ground and placed in custody.

I identified the def as David Terk by his FL DL which was in his pocket. I spoke with the victim Guy who is an Uber driver. Guy stated he accepted a fair for Terk and arrived at the location a mile away. Guy canceled the fair as Terk didn't show up in time and Guy attempted to look for another fair. Guy stated Terk walked up, and got into the vehicle despite Guy telling him he had canceled the fair. Guy was fearful due to Terk's large size and being intoxicated so he drove looking for police and knew several were downtown on SW 2nd St. Guy was stopped in traffic at 151 SW 2nd St and asked Terk several times to just get out of the vehicle. Terk became angry at Guy and lunged over from the back seat and grabbed Guy around his neck using both arms. Guy stated he had trouble breathing and Terk was covering his eyes with his arms as he choked him. Guy was unable to see in front of him and Terk was choking Guy against the seat with one arm and at some point broke the wiper/turn signal control arm on the steering column of the vehicle during the struggle. Guy let his foot off the brake of the vehicle and his vehicle made contact with the vehicle in front of him. Alfaro was the driver of the other vehicle and he got out and quickly realized Terk was choking Guy and he realized the accident was because of the struggle. Alfaro opened the back door and got Terk to exit the vehicle at which point Terk turned his attention to Alfaro and their disturbance began. Guy called 911 to report the accident at which point we arrived.

Guy stated several times Terk choked him to he point he felt like he was about to  
\*\*\* Continued \*\*\*

I swear the above statement is correct and true to the best of my knowledge and belief

Officer/Affiant's Signature: [Signature] Officer's Name/CCN: SOMMA, KENNETH A. (1784) Officer's Division: Patrol

STATE OF FLORIDA  
COUNTY OF BROWARD  
Sworn to (or affirmed) and subscribed before me this 7 day of May, 2017 (year),  
by OFFICER SOMMA, KENNETH A. (name and title), who is personally known to me or has produced  
as identification

Notary Public, Deputy Clerk of the Court, or Assistant State Attorney: [Signature] Title/Rank and CCN: OTC/1797

Print, Type or Stamp Commissioned Name of Notary Public: E. PERDOL (SEAL)

30F3

COMPLAINT AFFIDAVIT  
PROBABLE CAUSE AFFIDAVIT CONTINUATION

ARREST FORM

BROWARD COUNTY  
ARREST #

17-01714

OBTS #

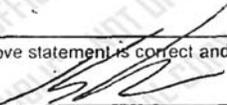
Filing Agency FT LAUDERDALE PD	Offense Report 34-	Local ID #	FDLE	FBI	SS #
Defendant's Last Name TERK	First DAVID	Middle WOLF	SUF	Alias/Street Name	Citizenship
Name of victim(s) (if corporation, exact legal name and state of incorporation)					
Count #	Offenses Charged	WC# / Citation # (if applicable)	FS or Capias/Warrant #		
*** SEE PAGE 1 ***					

Probable Cause Affidavit

Before me this date personally appeared SOMMA, KENNETH A (1784) who being first duly sworn deposes and says that on 7 day of May (year) 2017 at 151 SW 2ND ST. FORT LAUDERDALE, FL 33301 (crime location) the above named defendant committed the above offenses charged and the facts showing probable cause to believe the same are as follows

pass out. Guy continued saying if Alfaro had not stepped in he doesn't know how it would have ended. Terk was intoxicated and continued to state he did nothing wrong. Guy desired prosecution for the felony battery but stated the vehicle was a rental vehicle so criminal mischief charges could not be filed at this time as the owner was not present. Alfaro stated he did not want to prosecute for Terk pushing him. Guy signed the prosecution affidavit and photographs were taken of Guy's injuries on his chest as well as his ripped shirt and the damage done to the vehicle. Photographs were also taken of both vehicles showing the minor damage. Terk was arrested and charged with felony battery and resisting without violence. Terk did not wish to provide a statement as he continued to simply say he did nothing wrong. Terk was transported to FLPD booking and the photographs were later uploaded into FORAY by Ofc. Rigas.

I swear the above statement is correct and true to the best of my knowledge and belief.

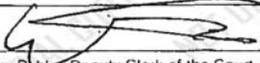
  
Officer/Affiant's Signature

SOMMA, KENNETH A. (1784)  
Officer's Name/CCN

Patrol  
Officer's Division

STATE OF FLORIDA  
COUNTY OF BROWARD

Sworn to (or affirmed) and subscribed before me this 7 day of May, 2017 (year),  
by OFFICER SOMMA, KENNETH A. (name and title), who is personally known to me or has produced \_\_\_\_\_ as identification

  
Notary Public, Deputy Clerk of the Court, or Assistant State Attorney

OFC/1784  
Title/Rank and CCN

E. PEKOR  
Print, Type or Stamp Commissioned Name of Notary Public

(SEAL)

Seventeenth Judicial Circuit  
Broward County  
State of Florida

FIRST APPEARANCE/ARREST FORM

COURT COPY

- Orig - Court
- 2nd - State Attorney
- 3rd - Filing Agency
- 4th - Arresting Agency

EMERGENCY MOTION FOR A SUBPENA

# EXHIBIT S

Case Number: CACE-16-022826 Division: 11

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA CIVIL ACTION

**PLAZA HOME MORTGATE, INC.**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

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## Emergency Motion for A Subpoena

This is an emergency motion for a subpoena for the security footage at Nova Southeastern University.

On May 29<sup>th</sup> of 2017 and May 30<sup>th</sup> of 2017 Mr. Guy was on the Nova Southeastern University Campus working on his response to the original complaint to this case.

On May 29<sup>th</sup> of 2017, As Mr. Guy was writing his response to the original complaint to this case, he overheard a few students behind him commenting on what was on his screen. Later that evening Mr. Guy overheard one of his neighbors talking about what was on his screen while he was at Nova Southeastern University. The neighbor had commented that Rory McMahan, a local private investigator, had paid off students to find out what was on Mr. Guy's computer screen.

The only reason that an opposing party would want to know what the Defendant was writing as his plea response and defenses would be to engage in Fraud Upon the Court.

The following day, on May 30<sup>th</sup> of 2017, Mr. Guy returned to the Nova Southeastern University Campus to locate the security footage. When it became clear to the private investigators what Mr. Guy was doing they preemptively cut off his access to campus security. If previous encounters with these Pls is any kind of indication of what they did or how they did it, Mr. Guy assumes that his access to campus security was cut off by these Pls fraudulently communicating and claiming a false moral superiority by

stating that Mr. Guy was and is under investigation for a litany of made-up and extremely heinous crimes. This preemptive cutting off of campus security would also be reflected in the campus security footage.

Mr. Guy did end up communicating with the on-campus Davie Police officer. Mr. Guy was informed that they started to review the security footage, that they would like to help Mr. Guy, but that they could not help him without a subpoena. The campus security footage is on a 30 days cycle. After 30 days the footage is copied over. Because of this, this motion is filed as an emergency motion because of this 30 day window. At the end of the 30 days, vital evidence will be destroyed, and it would take longer than the 30 days to schedule a normal hearing. Also, too, because this is an attempt to prove further Fraud Upon the Court, Mr. Guy hopes that more weight will be applied to his side in making a decision for a subpoena for Nova Southeastern University's security footage.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 7<sup>th</sup> day of June ~~May~~ 2017 to: Allison Thompson, 1881 West Kennedy Boulevard, Suite D, Tampa, FL, 33606-1611.

Kenneth Carl Guy



3109 Oakland Shores Dr. Unit G-108  
Oakland Park, FL, 33309

MOTION TO DECLARE INDIGENT STATUS

# EXHIBIT T

Case Number: CACE-16-022826 Division: 11

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA CIVIL ACTION

**PLAZA HOME MORTGATE, INC.**

Plaintiff,

v.

CASE NO. CACE-16-022826

**KENNETH CARL GUY, et al.,**

---

## **Motion to Declare Indigent Status**

This is a motion to have the court declare indigent status to the Defendant, Kenneth Carl Guy.

A codefendant as well as several missing third parties are responsible for cutting off income to Mr. Guy in a clear move to deny him any ability to litigate. Because some of the parties responsible for cutting off Guy's access to income are organizations of the government, and because it was originally the government's fault that precipitated the actions that triggered this foreclosure action a "special relationship" according to 1983 case law was formed. As such, while the government has engaged in Fraud Upon the Court to suppress any case from reaching the courts. This has been going on for over two years.

At the time that this motion was written Mr. Guy has access to less than \$500.00 in cash in his checking account. To get by Mr. Guy has been driving for Uber, sometimes making less than \$5.00 in an hour. Apparently, by the actions of several missing third parties, this was even too much of an income for Guy to have. In response, they have fraudulently attempted to get Guy fired from Uber. This fraud required a coordination from Uber on the corporate level. This can be proven. He is unable to pay his bills to his creditors, and this is all because of the state's actions and inactions.

MOTION TO DECLARE INDIGENT STATUS

The courts have already declared that the state has an affirmative duty to undo the wrongs that it has created. This was decided/declared at the Supreme Court in *Deshaney v. Winnebago County Social Services*. Declaring Mr. Guy as an indigent, will, for a number of reasons, help to correct the wrongs that the state has created in Mr. Guy's life.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was mailed this 7<sup>th</sup> day of

June

May 2017 to: Allison Thompson, 1881 West Kennedy Boulevard, Suite D, Tampa, FL, 33606-1611.

Kenneth Carl Guy



3109 Oakland Shores Dr. Unit G-108  
Oakland Park, FL, 33309

06/15/17	CHECKCARD 0613 DENNY'S #6833 FT LAUDERDALEFL 05140487165710006536910
06/15/17	CHECKCARD 0614 DUNKIN #354976 Q3 FT LAUDERDALEFL 55310207166878000103625
06/15/17	DIAMOND PETROL 06/15 #000135759 PURCHASE 2699 W OAKLAND PA OAKLAND PARK FL
06/15/17	DIAMOND PETROL 06/15 #000173968 PURCHASE 2699 W OAKLAND PA OAKLAND PARK FL
06/15/17	BKOFAMERICA ATM 06/15 #000001150 WITHDRWL LAUDERDALE LAKES LAUDERDALE LA FL

## EXHIBIT U



Your checki

KENNETH C GUY | Account # 8980 8472 0385 | May 24, 2017 to June 23, 2017

### Withdrawals and other subtractions - continued

#### ATM and debit card subtractions - continued

Date	Description
06/16/17	CHECKCARD 0614 SUBWAY 040 FORT LAUDERDAFL 15410197166255178499881
06/16/17	CHECKCARD 0614 BURGER KING #4235 FORT LAUDERDAFL 55431807166206099002473
06/16/17	CHECKCARD 0615 FEDEXOFFICE 000 MIAMI FL 15410197166069666841227
06/16/17	CHECKCARD 0615 ARBYS 1453 SUNRISE FL 55310207167838000001471
06/16/17	CHECKCARD 0615 HERTZ TOLL CHARGE 8774114300 FL 55480777167026975880345
06/16/17	CHECKCARD 0615 METROPCS WEB 888-863-8768 WA 55432867166100954082519
06/16/17	CHECKCARD 0615 CHECKERS 6212 OAKLAND PARK FL 55432867167100604573775
06/19/17	BKOFAMERICA ATM 06/17 #000006107 WITHDRWL LAUDERDALE LAKES LAUDERDALE LA FL
06/19/17	DIAMOND PETROL 06/19 #000569728 PURCHASE 2699 W OAKLAND PA OAKLAND PARK FL
06/19/17	WALGREENS STOR 06/19 #000823003 PURCHASE 1201 S FEDERAL HW FT LAUDERDALE FL
06/19/17	7-ELEVEN 06/19 #000297653 PURCHASE 7-ELEVEN OAKLAND PARK FL
06/19/17	7-ELEVEN 06/19 #000346443 PURCHASE 7-ELEVEN OAKLAND PARK FL
06/20/17	CHECKCARD 0619 CHOPSTICKS CHINES WILTON MANORSFL 55480777171206921900652
06/20/17	DIAMOND PETROL 06/19 #000644394 PURCHASE 2699 W OAKLAND PA OAKLAND PARK FL
06/20/17	DIAMOND PETROL 06/20 #000668436 PURCHASE 2699 W OAKLAND PA OAKLAND PARK FL
06/20/17	DIAMOND PETROL 06/20 #000667080 PURCHASE 2699 W OAKLAND PA OAKLAND PARK FL
06/20/17	WALGREENS STOR 06/20 #000621217 PURCHASE 14501 MIRAMAR PKW MIRAMAR FL
06/21/17	CHECKCARD 0619 SUBWAY 005 FORT LAUDERDAFL 15410197171255197012189
06/21/17	CHECKCARD 0619 COURTHOUSE PARKIN FTLAUDERDALE FL 85450797171118000100222
06/21/17	CHECKCARD 0620 DROPBOX*YCLVHN1TW DB.TT/CHELP CA 75418237171040950595541 RECURRING
06/21/17	CHECKCARD 0620 SUBWAY 006 PEMBROKE PINEFL 15410197172255175349438
06/21/17	CVS/PHARMACY # 06/20 #000081496 PURCHASE 03704--1421 Alton Miami Beach FL
06/21/17	DIAMOND PETROL 06/21 #000835068 PURCHASE 2699 W OAKLAND PA OAKLAND PARK FL
06/21/17	DIAMOND PETROL 06/21 #000798825 PURCHASE 2699 W OAKLAND PA OAKLAND PARK FL
06/21/17	ATLANTIC MARAT 06/21 #000068838 PURCHASE ATLANTIC MARATHO POMPAN0 BEACH FL
06/22/17	CHECKCARD 0620 SUBWAY 006 PEMBROKE PINEFL 15410197172255208183267

13

IN THE COUNTY COURT  
OF THE SEVENTEENTH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA

E32089

UCN:  
Case No.: COWE 08-08281  
Division:

EXHIBIT V

FIA CARD SERVICES, N.A., f/k/a  
BANK OF AMERICA,  
275 South Valencia Avenue,  
Brea, CA 92823,

XFJ

Plaintiff,

vs.

KENNETH GUY,

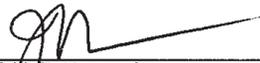
Defendant.

**DEFAULT FINAL JUDGMENT**

The Defendant failing to answer the Complaint filed in the above-styled action, and the Plaintiff filing the appropriate pleadings in this matter, it is

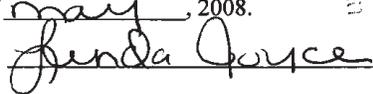
**ORDERED AND ADJUDGED** that Plaintiff, FIA CARD SERVICES, N.A., f/k/a BANK OF AMERICA, recovers from Defendant, KENNETH GUY, the sum of \$5,445.56 on principal, pre-judgment interest of \$62.36, with costs in the sum of \$285.00, and attorney's fees of \$.00, making a total of \$5,792.92, for all of which let execution issue forthwith.

**DONE AND ORDERED** at Broward County, Florida, this 30 day of May, 2008.

  
\_\_\_\_\_  
COUNTY JUDGE

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by United States Mail to Kenneth Guy, Defendant, at 1901 SW 96th Avenue, Miramar, FL 33025-1910, and Ralph S. Marcadis, Esquire, Attorney for Plaintiff, at 5104 South Westshore Blvd., Tampa, Florida 33611, this 30 day of May, 2008.

  
\_\_\_\_\_  
Brenda Juice

80508/E32089/SRB

STATE OF FLORIDA  
COUNTY OF BROWARD COUNTY CLERK OF COURT  
I, THE UNDERSIGNED Deputy Clerk of the County Court, Broward County, Florida DO HEREBY CERTIFY that the foregoing is a true and correct copy of the original as it appears on record in the files of the Court of the County Court, Florida. WITNESS my hand and seal of County Court, Fort Lauderdale, Florida, AUG 20 2008  
HOWARD C. FORMAN, Deputy Clerk