

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL ACTION

CONSTANCE DANIELS,

CASE NO.:

Plaintiff,

vs.

SELECT PORTFOLIO SERVICING, INC.,

Defendant.

COMPLAINT

COMES NOW, Plaintiff, **CONSTANCE DANIELS**, by and through the undersigned counsel, and files this, her Complaint against Defendant, **SELECT PORTFOLIO SERVICING, INC.**, and as grounds therefore would show:

GENERAL ALLEGATIONS

1. Plaintiff, **CONSTANCE DANIELS** (“**DANIELS**”), is an individual living in Hillsborough County, Florida.
2. Defendant, **SELECT PORTFOLIO SERVICING, INC.** (“**SPS**”) is a corporation and loan servicing company doing business in Florida.
3. The Court has jurisdiction over this matter and venue is proper because the events leading to the filing of this action occurred in Hillsborough County, Florida.
4. This is an action for damages greater than \$15,000.00.
5. All conditions precedent to the institution of this action have been performed, occurred, or have been waived.
6. Plaintiff has been forced to retain the legal services of the undersigned attorneys to bring this action and must pay the undersigned a reasonable attorneys’ fee for representation.

FACTUAL ALLEGATIONS

7. DANIELS owns real property in Hillsborough County, Florida against which the lender attempted to foreclose, despite the fact that the parties had entered into a loan modification contract in 2009. *See Wells Fargo Bank, N.A. v. Constance Daniels, et al.*, Hillsborough County, Florida case number 2010-CA-13411 (the “Foreclosure Case”).

8. The Loan Modification Contract had been entered on March 19, 2009, but the lender refused payments, orchestrating the alleged default, and filed a foreclosure action anyway in 2010. A copy of the Loan Modification Contract is attached hereto as **Exhibit “A”**.

9. On December 27, 2015, the Court in the Foreclosure Case entered an Order Granting Defendant's Motion to Enforce Loan Modification Contract. Then, on April 23, 2016, the Court entered an Order on Defendant's Motion for Clarification and for Sanctions, Defendant's Motion for Attorney's Fees, and Plaintiff's Motion to Deposit Funds in the Court Registry. Copies of the two orders are collectively attached hereto as **Exhibit “B”**.

10. SPS is the loan servicer for the Plaintiff in DANIELS' Foreclosure Case.

11. The Loan Modification Contract does not provide for a deferred balance, however, after DANIELS prevailed in the Foreclosure Case, Defendant SPS unilaterally increased the principal balance by more than \$80,000.

12. On or about October 2, 2017, Plaintiff sent correspondence to SPS requesting a line-by-line breakdown of the deferred balance it claimed was owed.

13. SPS did not respond to DANIELS' request, so on or about December 22, 2017, Plaintiff sent additional correspondence demanding a line-by-line breakdown. Copies of the two letters are collectively attached hereto as **Exhibit “C”**.

14. To date, Defendant SPS has not substantiated a deferred balance of over \$80,000, and it is apparent that SPS cannot do so.

15. As the Court already held that the Loan Modification Contract is enforceable, and the loan modification does not provide for a deferred balance, DANIELS is entitled to damages against servicer, SPS, who continues to demand a deferred loan balance is owed.

COUNT I
BREACH OF CONTRACT

16. All General Allegations and Factual Allegations are incorporated as though fully re-alleged herein.

17. This is an action for damages for breach of contract.

18. The “Contract” referred to in this count is the note and mortgage as amended by the Loan Modification Contract and modified by Court orders.

19. The Contract is between Plaintiff DANIELS and Wells Fargo.

20. On or about March 9, 2009, DANIELS and Wells Fargo entered into a Loan Modification Contract, a copy of which is attached hereto as **Exhibit “A”**.

21. The Loan Modification Contract does not provide for a deferred balance owed, but loan servicer, SPS, continues to demand a deferred balance of more than \$80,000 on its monthly mortgage statements.

22. By such demand, Defendant, SPS is acting on its own behalf instead of on behalf of Wells Fargo.

23. SPS breached the Loan Modification Contract by demanding a deferred balance where the Loan Modification Contract does not provide for one and where Defendant, SPS, refused and continues to refuse to account for the same.

24. DANIELS has suffered damages as a direct result of SPS's breach of the Loan Modification Contract by being expected to pay an additional \$80,000.00 in principal balance.

WHEREFORE, Plaintiff, CONSTANCE DANIELS, demands Judgment be entered in her favor against Defendant, SELECT PORTFOLIO SERVICING, INC., for damages as well as reasonable attorney's fees and costs, and any other and further relief the Court deems just and proper under the circumstances.

COUNT II
CIVIL RICO

25. All General Allegations and Factual Allegations are incorporated as though fully re-alleged herein.

26. This is an action for damages for racketeering under Chapter 895 of the Florida Statutes.

27. Defendant SPS committed or attempted to commit a crime chargeable under Florida Statute 817 relating to relating to fraudulent practices, false pretenses and the collection of debts which are not owed.

28. SPS engaged in such conduct on several occasions by making false claims for a deferred balance of more than \$80,000 in an effort to extort money from DANIELS – money she does not owe, thereby establishing a pattern of conduct.

29. Each monthly statement constitutes an attempt to collect more than what is actually owed.

30. Defendant SPS engaged in a pattern of predicate acts constituting racketeering activity when it repeatedly engaged in the conduct described above.

31. SPS seeks to derive income from DANIELS as a direct or indirect result of said pattern of racketeering activity.

32. SPS participated in said pattern of racketeering activity in order to use the income derived from DANIELS in the establishment or operation of its own enterprise, separate and apart from Wells Fargo.

33. As a direct result of SPS's actions, DANIELS has suffered damages.

34. DANIELS seeks an award of treble damages to which she may be entitled pursuant to Section 895.05 of the Florida Statutes.

WHEREFORE, Plaintiff, CONSTANCE DANIELS, demands Judgment be entered in her favor against Defendant, SELECT PORTFOLIO SERVICING, INC., for damages, together with prejudgment interest, late fees, attorney's fees, costs, and such other and further relief as this Court may deem appropriate.

COUNT III
VIOLATION OF FLORIDA'S DECEPTIVE AND UNFAIR TRADE PRACTICES ACT

35. All General Allegations and Factual Allegations are incorporated as though fully re-alleged herein.

36. This is an action for damages as a result of SPS's violations of Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA").

37. At all times relevant, SPS operated a loan servicing company in the state of Florida, and was therefore engaged in trade or commerce as defined in Fla. Stat. § 501.203.

38. At all times relevant, DANIELS was a "consumer" as defined by Fla. Stat. § 501.203.

39. SPS engaged in unfair and deceptive practices by demanding a deferred loan balance on its monthly mortgage statements to DANIELS where it knew or should have known that the Loan Modification Contract does not provide for a deferred balance and that SPS is not entitled to those funds.

40. SPS has engaged in unfair trade practices in the conduct of its business in violation of Florida's Deceptive and Unfair Trade Practices Act ("FDUTPA") by utilizing Defendant's business resources to engage in unfair acts or practices that are unethical, unscrupulous and/or substantially injurious to the Defendants and other homeowners by fabricating or orchestrating false mortgage statements that demands that DANIELS owes a deferred balance of over \$80,000.

41. As a direct result of SPS's actions, Plaintiff has suffered damages.

WHEREFORE Plaintiff, CONSTANCE DANIELS, demands Judgment be entered in her favor against Defendant, SELECT PORTFOLIO SERVICING, INC., for damages for said violation, an award of attorney's fees and costs, and such other and further relief as this Court may deem appropriate.

RESERVATION OF RIGHTS

Plaintiff reserves the right to add a cause of action for punitive damages.

JURY TRIAL DEMAND

Plaintiff, CONSTANCE DANIELS, hereby demands a jury trial as to all issues so triable.

ATTORNEY FEE DEMAND

The promissory note and the mortgage that are the subject of this suit provides for attorneys' fees to the Plaintiff in the event the Plaintiff employs counsel concerning all issues that arise in association with the promissory note and mortgage. Plaintiff hereby demands, and puts the Defendant on notice that Plaintiff intends to seek attorneys' fees concerning this action.

Dated this 14th day of June, 2018.

Respectfully Submitted,
CASTLE LAW GROUP, P.A.

By: /s/ Amy E. Cuykendall

Benjamin Hillard, Esq. FBN: 0764361
Amy E. Cuykendall, Esq. FBN: 010347
Alexander R. Allred, Esq. FBN: 0100892
13143 66th Street North, Largo, FL 33773
Phone: (727) 536-8882 / Fax: (727) 536-7739
Service Only: eservicecastle@gmail.com
Attorneys for Plaintiff Constance Daniels

PP0576C

RECORDING REQUESTED BY:
Countrywide Home Loans Servicing LP
Attn: Home Retention Division
100 Beecham Drive
Pittsburgh, PA 15205



610 070471482 MOD 001 001

Doc ID #: 00070471482 MOD

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LOAN MODIFICATION AGREEMENT (Step Rate)

This Loan Modification Agreement ("Agreement"), made this 25th day of February, 2009, between CONSTANCE DANIELS (the "Borrower(s)") and Countrywide Home Loans Servicing LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 31st day of January, 2005 and recorded the 31st day of January, 2005, in the Official Records of County, in the State of FL, and (2) the Note and Adjustable Rate Rider and secured by, the Security Instrument, and (3) any prior agreements or modifications in effect relative to the Note and Security Instrument which covers the real property described in the Security Instrument and defined therein as the "Property", located at 3927 DUNAIRE DRIVE, VALRICO, FL 33594, collectively the prior documents shall be referred to herein as the "Note and Security Instrument".

The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT [SEE ATTACHED "EXHIBIT A"]

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Amount of Borrower's Unpaid Principal Balance

As of the 1st day of April, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$189,911.00, consisting of the amount(s) owed by the Borrower to the Lender and which may include, but are not limited to, any past due principal payments, interest, escrow payments, fees and/or costs ("Unpaid Amounts") which you have agreed shall be capitalized (added to the amount you originally borrowed) as one of the terms of this agreement. Any late/delinquency fees associated with overdue loan payments remaining unpaid as of the date immediately before this modification have been waived and not included in this capitalization. The Borrower understands that capitalizing the Unpaid Amounts may result in the Borrower paying more interest over the life of the loan.

2. Borrower's Promise to Pay

The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. If on the 1st day of March, 2035 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 7105 Corporate Drive, (PTX-B-36), Plano, TX 75024 or at such other place as the Lender may require.

3. Amount of Borrower's Initial Scheduled Monthly Payments

As of the 1st day of May, 2009, the scheduled monthly payment will be in the amount of U.S. \$813.25. The scheduled monthly payment may change on that day of every twelfth month thereafter as described in Section 4 of this Loan Modification Agreement. The Lender will notify the Borrower prior to the date of change in the scheduled monthly payment. During the Interest-Only period, the amount of the monthly payment also may change if the Borrower makes voluntary prepayments of principal.

(A) Monthly Payment Changes

Changes in the monthly payment will reflect changes in the unpaid principal and in the interest rate that the Borrower must pay. The Lender will determine the changed amount of the monthly payment in accordance with Section 5 of this Loan Modification Agreement.

4. Interest Rates

As of the 1st day of April, 2009, the Borrower will pay interest at a yearly rate of 3.875%. Each date on which the interest rate changes is called a "Change Date." Thereafter, the interest rate that Borrower will pay and the dates when the interest rate will change are set forth below:

EXHIBIT

A

exhibitsicker.com

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Interest Rate Increases. The Interest rate Borrower will pay will change as indicated below.

Extended Interest Only Payment Period

Principal and Interest Payment Period

Change Date	Interest Rate	Change Date	Interest Rate
04/01/2010	4.125%	04/01/2019	6.625%
04/01/2011	4.375%	04/01/2020	6.99%
04/01/2012	4.625%	04/01/2021	6.99%
04/01/2013	4.875%	04/01/2022	6.99%
04/01/2014	5.125%	04/01/2023	6.99%
04/01/2015	5.5%	04/01/2024	6.99%
04/01/2016	5.875%	04/01/2025	6.99%
04/01/2017	6.25%	04/01/2026	6.99%
04/01/2018	6.625%	04/01/2027	6.99%
		04/01/2028	6.99%

After the last Change Date, the interest rate shall remain the same until such time as the principal and interest due under the Note are paid in full.

5. Monthly Payment Changes

(A) Change Dates

Each date on which the interest rate changes is called a "Change Date."

(B) Interest-Only Payments

The first ten years following the execution of this Loan Modification Agreement are known as the "Interest-Only Period." On the first Change Date and continuing through the 11th Change Date (to the extent Section 4 provides for 11 or more rate changes), the amount of the new scheduled monthly payments will be determined by dividing the new interest rate by 12 and multiplying the result by the then unpaid principal. If the Borrower makes a voluntary prepayment of principal during the Interest-Only Period, the next monthly payment will be less. The lower monthly payment amount will be determined by dividing the new interest rate by 12 and multiplying it by the then unpaid principal. If the Borrower makes a voluntary prepayment of principal after the due date of a scheduled monthly payment, the prepayment amount will be credited immediately, but the reduction in the amount of the monthly payment may not be reflected on the billing statement until the following month.

(C) Principal and Interest Payments

On April 1, 2019 and on every Change Date thereafter, the Lender will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that the Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the amount of the new scheduled monthly payment.

6. Impact of this Agreement on the New Interest-Only Monthly Payments and on the Amount of Interest Borrower Will Pay Over the Life of the Loan

The Borrower understands that by agreeing to add the unpaid past-due payments, including unpaid and deferred interest, fees, and other costs (collectively "Unpaid Amounts") to the Unpaid Principal Balance, the added Unpaid Amounts accrue interest based on the interest rate in effect. The Borrower also understands that this means interest will now accrue on the unpaid interest, and that this would not happen without this Agreement.

The Borrower understands the result of this Agreement is to increase the amount of interest that will be owed over the term of the loan. This is because the amount of principal is higher and the interest due is recalculated because it is charged on that higher principal amount.

7. Impact of this Agreement on Monthly Payments at the End of the Interest-Only Period – the First Principal and Interest Payment Due Date:

After the Interest-Only Period ends, the Borrower understands the monthly payment will increase—even if the Borrower's interest rate stays the same—because the Borrower must start repaying the principal, as well as the interest, for the remainder of the loan term. Because this Agreement results in the Unpaid Amounts being added to principal, the amount of principal that is due with each monthly payment will also increase, which results in a bigger monthly payment. The Borrower also understands the need to plan for this increase in the amount of the monthly payment when the Interest-Only Period ends and that at that time the Borrower will no longer have the choice of paying only the Interest-Only monthly amount. The Borrower understands that the increase in the monthly payment amount at the First Principal and Interest Payment Due Date could be significant and result in a condition referred to as payment shock.

8. Understanding the Monthly Statement During the Interest-Only Period

The Borrower understands that the Interest-Only Loan Monthly Statement during the Interest-Only Period will offer the Borrower more payment options than just the Interest-Only Payment. Although the Borrower's Interest-Only loan offers the freedom to pay only the interest portion of the payment due each month for a specified period of time, the Borrower also understands he or she has the choice to pay additional amounts, which will assist the Borrower in paying down the principal balance. If the Borrower chooses to pay extra money beyond the Interest-Only payment amount in a given month, the Borrower understands this will reduce the principal owed. The next month, the Interest-Only payment amount the Borrower owes (assuming there has been no change in the interest rate on the Borrower's loan) will be lower. This is because the amount of principal is lower and the interest due is recalculated because it is charged on that lower principal amount. The Borrower understands that paying more and reducing principal can also mean that the Borrower will build equity in the home more quickly. The Borrower understands that the Amortized Payment Choice and 15-Year Amortized Payment Choice shown on the Interest-Only monthly statement provide the Borrower with easy ways each month to select a payment that reduces the Borrower's principal. The Borrower may, however, pay any amount above the Interest-Only Payment amount.

9. Effective of This Modification Agreement


Nothing in this agreement shall be understood or construed to be a refinancing, satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security

Instrument will remain unchanged, and the Borrower and the Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.

10. Borrowers Agreement to Assist With Lost, Misplaced, Misstated, Inaccurate or Missing Documents

In consideration of this Modification, the Borrower agrees that if any document related to the Note and Security Instrument and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, the Borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents the Lender requests of the Borrower shall be referred to as "Documents." The Borrower agrees to deliver the Documents within ten (10) days after receipt by the Borrower of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.


CONSTANCE DANIELS

Dated: 3/19/09

STATE OF FLORIDA


COUNTY OF HILLSBOROUGH

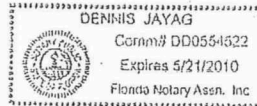
On MARCH 19, 2009 before me, DENNIS JAYAG Notary Public, personally appeared

CONSTANCE DANIELS FLDL D542-100-67-719-0

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature



Countrywide Home Loans Servicing LP

By:

Dated:

STATE OF _____

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION**

WELLS FARGO BANK, N.A
Plaintiff

Case No: 10-CA-013411

VS.

Division: M

CONSTANCE DANIELS ; BLOOMINGDALE HOA INC
Defendant

**ORDER GRANTING DEFENDANT'S MOTION TO ENFORCE LOAN MODIFICATION
AGREEMENT**

THIS CAUSE came before the Court on July 20, 2015 for an evidentiary hearing on Defendant Constance Daniels' Motion to Enforce Loan Modification Agreement, and the Court having heard testimony of the parties and their witnesses, argument of counsel, and being otherwise fully informed in the premises, finds as follows:

1. On March 23, 2015 a hearing was held by this Court on Defendant's Motion to Enforce Settlement Agreement or for Summary Judgment. On April 30, 2015 this Court entered an order denying Defendant's motion to enforce the settlement agreement based upon a factual dispute between the parties over whether an enforceable contract exists and, if so, whether there was a breach of said contract by Defendant's failure to make the payments required under the terms of the contract. At the March 23rd hearing, the parties agreed to a resolution of the issue by the Court at an evidentiary hearing to be held on July 20, 2015.

2. The Court finds, based upon the evidence presented, that the parties entered into an agreement for modification of the loan agreement, that payments were made by Defendant according to the terms of the modification agreement, and that Defendant is entitled to enforce the contract.

IT IS THEREFORE ORDERED AND ADJUDGED that Defendant's Motion to Enforce Loan Modification Agreement is GRANTED.

Done and Ordered in Hillsborough County, Florida this 27th day of December, 2015.

ELECTRONICALLY CONFORMED
12/27/2015

Sandra Taylor, Judge

Copies Furnished To:

Plaintiff

WELLS FARGO BANK, N.A
C/O CORPORATION SERVICE CO, R.A.
503 S PIERRE ST
PIERRE, SD 57501

Attorney: CHRISTOPHER CARROLL OBRIEN
485 N KELLER RD STE 401
MAITLAND, FL 32751

Defendant

Attorney: LINDA COURTNEY CLARK
LINDA C CLARK P A
12233 N FLORIDA AVE STE 201
TAMPA, FL 33612

CONSTANCE DANIELS
3927 DUNAIRE LN
VALRICO, FL 33596

EXHIBIT

COMPOSITE B

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BLOOMINGDALE HOA INC
C/O GEORGE MAY IV, RA
3509 BELL SHOALS RD
VALRICO, FL 33596

Attorney: ALEXANDER REED ALLRED
13143 66TH ST
LARGO, FL 33773

IN THE CIRCUIT COURT OF THE
THIRTEENTH JUDICIAL CIRCUIT IN
AND FOR HILLSBOROUGH COUNTY,
FLORIDA

WELLS FARGO BANK, N.A. ON
BEHALF OF THE
CERTIFICATEHOLDERS PARK
PLACE SECURITIES, INC. ASSET-
BACKED PASS-THROUGH
CERTIFICATES SERIES 2005-WCW1,

CASE NO: 2010-CA-013411

Plaintiff

v.

CONSTANCE DANIELS; ET. AL.,

Defendant(s),

**ORDER ON DEFENDANT'S MOTION
FOR CLARIFICATION AND FOR SANCTIONS,
DEFENDANT'S MOTION FOR ATTORNEYS' FEES, AND
PLAINTIFF'S MOTION TO DEPOSIT FUNDS IN THE COURT REGISTRY**

THIS CAUSE having come before the Court on Defendant's Motion for Clarification and for Sanctions, Defendant's Motion for Attorneys' Fees, and Plaintiff's Motion to Deposit Funds in the Court Registry heard on March 28, 2016, and the Court being otherwise duly advised in the premises, it is hereby

ORDERED AND ADJUDGED:

1. Plaintiff, as a sanction, shall waive interest on the Loan Modification, enforced in this Court's Order dated December 27, 2015, from August 1, 2010 through December 27, 2015.
2. Plaintiff, as a sanction, will pay the Defendant's Attorneys' Fees in bringing the Motion to Enforce Loan Modification, filed on November 12, 2014, said amount to be determined at a later date.
3. The Defendant shall begin making payments pursuant to the Loan Modification Agreement on April 27, 2016, which will be for the May 1, 2016 payment. The Defendant's new payments will be calculated by Plaintiff pursuant to the interest rates set forth in the Loan Modification Agreement, which were scheduled to change each year. In addition, the interest

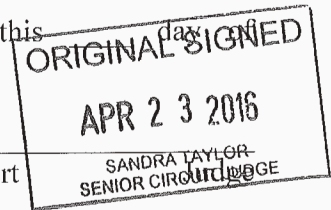
due from payments for the period of January 1, 2016 through April 1, 2016 will be added to the end of the Loan Modification Agreement as well as the principal and escrow payments for the period of August 1, 2010 through April 1, 2016.

4. The Court reserves as to Defendant's entitlement to Attorneys' Fees

5. The Defendant's Motion for Attorneys' Fees shall be reset by the Defendant at such time the Court determines appropriate.

DONE AND ORDERED in Hillsborough County, Florida this _____ day of _____, 2016.

Circuit Court



Copies:

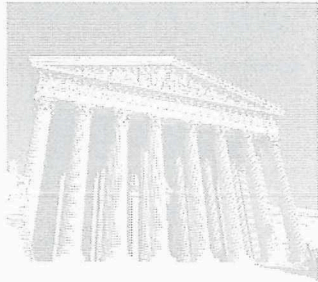
TERIS A BEST
PEARSON BITMAN, LLP
485 N. KELLER ROAD, SUITE 401
MAITLAND, FL 32751
TBEST@PEARSONBITMAN.COM
JNOVAIS@PEARSONBITMAN.COM
Counsel for Plaintiff

ALEX ALLRED
CASTLE LAW GROUP, P.A.
13143 66TH STREET NORTH
LARGO, FL 33773
BENHILLARDESQUIRE@GMAIL.COM
ESERVICECASTLE@GMAIL.COM
Counsel for Defendant Constance Daniels

COLLEEN M. DAVIS
ASSISTANT UNITED STATES ATTORNEY
400 NORTH TAMPA STREET, SUITE 3200
TAMPA, FL 33602
USAFML.STATE.FORECLOSURES@USDOJ.GOV
Counsel for Counsel for Defendant, USA-Department of Treasury

CASTLE LAW GROUP

Castle Law Group, P.A.



13143 66th Street North
Largo, Florida 33773
Telephone: (727) 536-8882
Facsimile: (727) 536-7739

October 2, 2017

Select Portfolio Servicing, Inc.
P.O. Box 85250
Salt Lake City, UT 84165-0250

Sent via Regular U.S. Mail

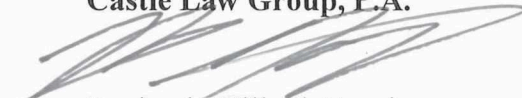
RE: **Borrower:** **Constance Daniels**
 Account Number: [REDACTED]
 Property Address: **3927 Dunaire Drive, Valrico, FL 33596**

To Whom It May Concern:

This office represents Ms. Constance Daniels with regards to the above-mentioned property address. Please allow this letter to serve as a written request for a line-by-line breakdown of the deferred balance. Per the Loan Modification Agreement, it does not provide for a deferred balance. Therefore, please provide a line-by-line breakdown and your basis for charging the same.

If you should have any questions, please feel free to contact our office.

Sincerely,
Castle Law Group, P.A.



Benjamin Hillard, Esquire

BH/tlg

cc: Client

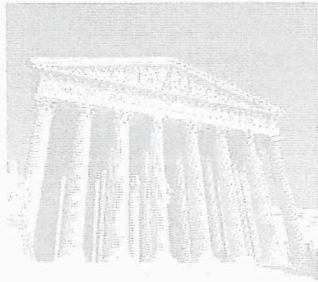
EXHIBIT

COMPOSITE C

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CASTLE LAW GROUP

Castle Law Group, P.A.



13143 66th Street North
Largo, Florida 33773
Telephone: (727) 536-8882
Facsimile: (727) 536-7739

December 22, 2017

Select Portfolio Servicing, Inc.
P.O. Box 85250
Salt Lake City, UT 84165-0250

Sent via Fax: 801-801-8011
and Regular U.S. Mail

Select Portfolio Servicing, Inc.
3217 S. Decker Lake Dr.
Salt Lake City, UT 584165

RE: Borrower: Constance Daniels
Account Number: [REDACTED]
Property Address: 3927 Dunaire Drive, Valrico, FL 33596

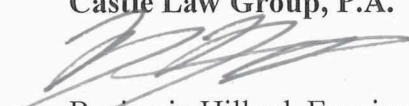
To Whom It May Concern:

This office represents Ms. Constance Daniels with regard to the above-mentioned loan. We previously sent a demand letter dated October 2, 2017 requesting that you provide a line-by-line breakdown of the alleged deferred balance you are carrying on Ms. Daniel's mortgage statements.

As you know, the loan modification does not include a deferred principal balance. A copy of the Loan Modification is attached hereto for your convenience. Therefore, I suggest you either remove the deferred balance from Ms. Daniels' mortgage statements and any demand thereto, or provide a line-by-line breakdown and supporting documentation. If you choose to maintain a demand for a deferred principal balance, and do not provide the line-by-line breakdown and supporting documentation, we shall assume that such deferred principal balance demand amount is without merit and we will file suit accordingly. If we have to file a lawsuit, we will seek attorneys fees based on your lack of providing a suitable response. Please conduct yourselves accordingly.

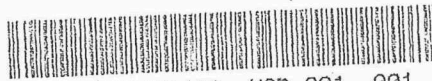
If you should have any questions, please feel free to contact our office.

Sincerely,
Castle Law Group, P.A.


Benjamin Hillard, Esquire

cc: Client

RECORDING REQUESTED BY:
Countrywide Home Loans Servicing LP
Attn: Home Retention Division
100 Beecham Drive
Pittsburgh, PA 15205



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Doc ID #: 00070471482 MOD

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**LOAN MODIFICATION AGREEMENT
(Step Rate)**

This Loan Modification Agreement ("Agreement"), made this 25th day of February, 2009, between CONSTANCE DANIELS (the "Borrower(s)") and Countrywide Home Loans Servicing LP (the "Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the 31st day of January, 2005 and recorded the 31st day of January, 2005, in the Official Records of County, in the State of FL, and (2) the Note and Adjustable Rate Rider and secured by, the Security Instrument, and (3) any prior agreements or modifications in effect relative to the Note and Security Instrument which covers the real property described in the Security Instrument and defined therein as the "Property", located at 3927 DUNAIRE DRIVE, VALRICO, FL 33594, collectively the prior documents shall be referred to herein as the "Note and Security Instrument".

The real property described being set forth as follows:

SAME AS IN SAID SECURITY INSTRUMENT [SEE ATTACHED "EXHIBIT A"]

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note and Security Instrument):

1. Amount of Borrower's Unpaid Principal Balance

As of the 1st day of April, 2009, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$189,911.00, consisting of the amount(s) owed by the Borrower to the Lender and which may include, but are not limited to, any past due principal payments, interest, escrow payments, fees and/or costs ("Unpaid Amounts") which you have agreed shall be capitalized (added to the amount you originally borrowed) as one of the terms of this agreement. Any late/delinquency fees associated with overdue loan payments remaining unpaid as of the date immediately before this modification have been waived and not included in this capitalization. The Borrower understands that capitalizing the Unpaid Amounts may result in the Borrower paying more interest over the life of the loan.

2. Borrower's Promise to Pay

The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. If on the 1st day of March, 2035 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 7105 Corporate Drive, (PTX-B-36), Plano, TX 75024 or at such other place as the Lender may require.

3. Amount of Borrower's Initial Scheduled Monthly Payments

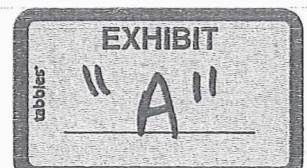
As of the 1st day of May, 2009, the scheduled monthly payment will be in the amount of U.S. \$813.25. The scheduled monthly payment may change on that day of every twelfth month thereafter as described in Section 4 of this Loan Modification Agreement. The Lender will notify the Borrower prior to the date of change in the scheduled monthly payment. During the Interest-Only period, the amount of the monthly payment also may change if the Borrower makes voluntary prepayments of principal.

(A) Monthly Payment Changes

Changes in the monthly payment will reflect changes in the unpaid principal and in the interest rate that the Borrower must pay. The Lender will determine the changed amount of the monthly payment in accordance with Section 5 of this Loan Modification Agreement.

4. Interest Rates

As of the 1st day of April, 2009, the Borrower will pay interest at a yearly rate of 3.875%. Each date on which the interest rate changes is called a "Change Date." Thereafter, the interest rate that Borrower will pay and the dates when the interest rate will change are set forth below:



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Interest Rate Increases. The Interest rate Borrower will pay will change as indicated below.

Extended Interest Only Payment Period		Principal and Interest Payment Period	
Change Date	Interest Rate	Change Date	Interest Rate
04/01/2010	4.125%	04/01/2019	6.625%
04/01/2011	4.375%	04/01/2020	6.99%
04/01/2012	4.625%	04/01/2021	6.99%
04/01/2013	4.875%	04/01/2022	6.99%
04/01/2014	5.125%	04/01/2023	6.99%
04/01/2015	5.5%	04/01/2024	6.99%
04/01/2016	5.875%	04/01/2025	6.99%
04/01/2017	6.25%	04/01/2026	6.99%
04/01/2018	6.625%	04/01/2027	6.99%
		04/01/2028	6.99%

After the last Change Date, the interest rate shall remain the same until such time as the principal and interest due under the Note are paid in full.

5. Monthly Payment Changes

(A) Change Dates

Each date on which the interest rate changes is called a "Change Date."

(B) Interest-Only Payments

The first ten years following the execution of this Loan Modification Agreement are known as the "Interest-Only Period." On the first Change Date and continuing through the 11th Change Date (to the extent Section 4 provides for 11 or more rate changes), the amount of the new scheduled monthly payments will be determined by dividing the new interest rate by 12 and multiplying the result by the then unpaid principal. If the Borrower makes a voluntary prepayment of principal during the Interest-Only Period, the next monthly payment will be less. The lower monthly payment amount will be determined by dividing the new interest rate by 12 and multiplying it by the then unpaid principal. If the Borrower makes a voluntary prepayment of principal after the due date of a scheduled monthly payment, the prepayment amount will be credited immediately, but the reduction in the amount of the monthly payment may not be reflected on the billing statement until the following month.

(C) Principal and Interest Payments

On April 1, 2019 and on every Change Date thereafter, the Lender will determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that the Borrower is expected to owe at the Change Date in full on the Maturity Date at the new interest rate in substantially equal payments. The result of this calculation will be the amount of the new scheduled monthly payment.

6. Impact of this Agreement on the New Interest-Only Monthly Payments and on the Amount of Interest Borrower Will Pay Over the Life of the Loan

The Borrower understands that by agreeing to add the unpaid past-due payments, including unpaid and deferred interest, fees, and other costs (collectively "Unpaid Amounts") to the Unpaid Principal Balance, the added Unpaid Amounts accrue interest based on the interest rate in effect. The Borrower also understands that this means interest will now accrue on the unpaid interest, and that this would not happen without this Agreement.

The Borrower understands the result of this Agreement is to increase the amount of interest that will be owed over the term of the loan. This is because the amount of principal is higher and the interest due is recalculated because it is charged on that higher principal amount.

7. Impact of this Agreement on Monthly Payments at the End of the Interest-Only Period – the First Principal and Interest Payment Due Date:

After the Interest-Only Period ends, the Borrower understands the monthly payment will increase—even if the Borrower's interest rate stays the same—because the Borrower must start repaying the principal, as well as the interest, for the remainder of the loan term. Because this Agreement results in the Unpaid Amounts being added to principal, the amount of principal that is due with each monthly payment will also increase, which results in a bigger monthly payment. The Borrower also understands the need to plan for this increase in the amount of the monthly payment when the Interest-Only Period ends and that at that time the Borrower will no longer have the choice of paying only the Interest-Only monthly amount. The Borrower understands that the increase in the monthly payment amount at the First Principal and Interest Payment Due Date could be significant and result in a condition referred to as payment shock.

8. Understanding the Monthly Statement During the Interest-Only Period

The Borrower understands that the Interest-Only Loan Monthly Statement during the Interest-Only Period will offer the Borrower more payment options than just the Interest-Only Payment. Although the Borrower's Interest-Only loan offers the freedom to pay only the interest portion of the payment due each month for a specified period of time, the Borrower also understands he or she has the choice to pay additional amounts, which will assist the Borrower in paying down the principal balance. If the Borrower chooses to pay extra money beyond the Interest-Only payment amount in a given month, the Borrower understands this will reduce the principal owed. The next month, the Interest-Only payment amount the Borrower owes (assuming there has been no change in the interest rate on the Borrower's loan) will be lower. This is because the amount of principal is lower and the interest due is recalculated because it is charged on that lower principal amount. The Borrower understands that paying more and reducing principal can also mean that the Borrower will build equity in the home more quickly. The Borrower understands that the Amortized Payment Choice and 15-Year Amortized Payment Choice shown on the Interest-Only monthly statement provide the Borrower with easy ways each month to select a payment that reduces the Borrower's principal. The Borrower may, however, pay any amount above the Interest-Only Payment amount.

9. Effective of This Modification Agreement


Nothing in this agreement shall be understood or construed to be a refinancing, satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security

Instrument will remain unchanged, and the Borrower and the Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.

10. Borrowers Agreement to Assist With Lost, Misplaced, Misstated, Inaccurate or Missing Documents

In consideration of this Modification, the Borrower agrees that if any document related to the Note and Security Instrument and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, the Borrower will comply with the Lender's request to execute, acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents the Lender requests of the Borrower shall be referred to as "Documents." The Borrower agrees to deliver the Documents within ten (10) days after receipt by the Borrower of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.


CONSTANCE DANIELS

Dated: 3/19/09

STATE OF FLORIDA


COUNTY OF HILLSBOROUGH

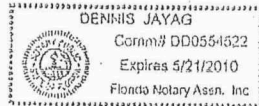
On MARCH 19, 2009 before me, DENNIS JAYAG Notary Public, personally appeared

CONSTANCE DANIELS FLDL D542-100-67-719-0

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature



Countrywide Home Loans Servicing LP

By:

Dated:

STATE OF _____

COUNTY OF _____

On _____ before me, _____ Notary Public, personally appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature