

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA FOURTH DISTRICT
CASE NO. 4D08-4635

JERRY A. RIGGS, SR.,

Appellant,

vs.

AURORA LOAN SERVICES, LLC,

Appellee.

APPELLEE'S MOTION FOR REHEARING

Appellee, AURORA LOAN SERVICES, LLC, by and through undersigned counsel, pursuant to Fla. R. App. P. 9.330, respectfully moves this Honorable Court for rehearing of its decision, and as grounds in support thereof states the following:

1. On April 21, 2010, this Court reversed a final summary judgment of foreclosure on the ground that Aurora's status as the lawful "owner and holder" of the note was not conclusively established by the record evidence. (Slip. Op. at 1, attached hereto in Appendix A.1).

2. Appellee submits that the Court's decision misapprehended both the facts of the case as established by the record, as well as the law applicable to those facts in a mis-placed reliance on a recent decision from the Second District in *BAC Funding Consortium, Inc. ISAOA/ATIMA v. Jean-Jacques*, 28 So. 3d 936 (Fla. 2d DCA 2010).

3. Appellee further submits that the impact of this opinion is of great public importance due to the fact that it appears to be contrary to well established legal principals regarding negotiable instruments and the Uniform Commercial Code.

4. The following is the basis for the Appellee's position:

(A) The Court made two findings that are contradicted by the record. The finding that “. . . the indorsement in blank is unsigned . . . ” is factually inaccurate based on the record evidence in this case which includes the original promissory note containing a signed indorsement payable in blank¹. Further, the finding that there are “. . . no supporting affidavits in the record ” is inaccurate. There are two Affidavits in the Record which attest to the fact that Aurora was the owner and holder of the note and mortgage; and

(B) The decision directly conflicts with the long standing law regarding negotiable instruments as set out in the Uniform Commercial Code regarding signatures on negotiable instruments, the status of a “holder” of an original promissory note indorsed in blank, and as to the self-authenticating nature of negotiable instruments, including promissory notes²; and

(C) Reliance by the Court on the *BAC Funding* case was misplaced.

¹ As distinguished from an un-signed indorsement or an assignment of mortgage containing a blank assignee, as in the *BAC Funding* case.

² The issue regarding the requirement of authentication of an original promissory note, although argued by Appellant in his Initial Brief, was not raised in the court below at any time prior to the hearing on the Plaintiff's Motion for Summary Final Judgment, and so was not addressed in Appellee's Brief. Appellant attempted to interject this argument by filing a Motion to Strike the evidence the day after the Summary Judgment hearing, by delivering his Motion to the court. [R. 302-309]. Without a transcript of the Summary Judgment hearing, this court must rely on the record, and determine if there was any basis for the court to have entered the Summary Judgment.

A) The Decision Is Factually Inaccurate:

5. The court's conclusion that (i) the indorsement was unsigned and (ii) that the court record failed to include any Affidavit regarding Aurora's ownership of the original note is an incorrect statement of the facts as evidenced in the Record. (Slip. Op. at 2, A.1).

6. This factual evidence of Aurora's ownership of the original note indorsed in blank, as well as supporting sworn Affidavits by Aurora that it was the "owner and holder" of the note and mortgage, appear in multiple places in the Record and were part of the Record since early in the case:

(i). Appellee filed a copy of the original note, including the back-side of the last page containing the indorsement as a Supplemental Exhibit to the Complaint on September 28, 2007. A.2 , at R.71, (which is the indorsement that appears on the back side of the original on page R. 314).

(ii). Appellee asserted that the original note was in its possession and would be surrendered to the Court at the final hearing in its Memorandum of Law in opposition to the Appellant's Motion to Dismiss, also filed on September 28, 2007. R.81 and R.87.

(iii). Appellee filed a Reply to the Appellant's Affirmative Defenses, on February 1, 2008, which again informed the court that Plaintiff held the original note

that contains a blank indorsement, and that Plaintiff would produce the original at the final hearing on this matter.”³ R. 165.

(iv). Appellee filed two sworn Affidavits by Aurora attesting to the fact that it “owned and held” the subject note and mortgage, including an Affidavit of Indebtedness on February 7, 2008 and an Affidavit to Rebut Defendants’ Affirmative Defenses, filed on March 3, 2008. A.3 at R. 175 and A.4 at R.205.

(v). Finally, Appellee surrendered the original note, a copy of which had been in the court record since September 28, 2007, which contains an original signed indorsement payable in blank by the originating lender, on the back side of the signature page of the Note, denominated as page 4 of 4. R. 314. This court’s Record includes the original note, which was filed herein by the Clerk of the lower court. The Court’s attention is directed to the back of page R. 314, which contains this original indorsement.

B) The Decision Directly Conflicts with the Uniform Commercial Code and Legal Precedent Regarding Negotiable Instruments

7. It is undisputed by the parties that a promissory note is a negotiable

³Despite the assertions that Plaintiff was the owner and holder of the note and in possession of the original note, and that the original note contained a blank indorsement, Appellant continued to make the same argument to the lower court that Plaintiff was not in possession of the original note, and feigned surprise at the hearing that the original note was being surrendered to the court.

instrument and its transfer is governed by the Uniform Commercial Code. Section 673.2031, Florida Statutes (2007) provides that a negotiable instrument has been transferred when it is “delivered” and further provides that the rights acquired by the transferee are “to enforce the instrument”.⁴ Section § 671.201(5), Fla. Stat. (2007) defines a “holder” as the person in possession, if the instrument is payable to bearer, and further defines “Bearer” as the person *in possession* of an instrument, document of title, or certificated security payable to bearer *or indorsed in blank*. (*Emphasis added*)

8. The UCC provides a definition for what constitutes an “indorsement”, and the only requirement for an indorsement is a signature.⁵ The signature, however, may also be accompanied by “other words”, which although not further defined, are more commonly found to be “pay to the order of”, which signifies the intent to negotiate the instrument. Fla. Stat. §§ 673.2041

9. Further, the UCC distinguishes between “blank indorsements” and “special

⁴ (1) An instrument is transferred when it is *delivered* . . . (2) Transfer of an instrument, whether or not the transfer is a negotiation, *vests in the transferee any right of the transferor to enforce the instrument*, including any right as a holder in due course....(*Emphasis added*). § 671.201(5), Fla. Stat. (2007)

⁵ §§ 673.2041. Indorsement (1) The term "indorsement" means a signature, other than that of a signer as maker, drawer, or acceptor, that alone or accompanied by other words is made on an instrument for the purpose of negotiating the instrument, restricting payment of the instrument, or incurring indorser's liability on the instrument;... Fla. Stat. §§ 673.2041

indorsements". Fla. Stat. §§ 673.2051 ⁶

10. Contrary to this Court's conclusion that the indorsement was "unsigned", a review of the indorsement demonstrates that the indorsement was signed, and was indorsed in blank, on the back side of the last page of the note--by Humberto Alday of First Magnus Financial Corporation--with the words "Pay to the Order of ____." ⁷ [A.2 at R.71, R.87 , and the back side of original note R. 314]. Thus, Aurora was in possession of an original note with a signed, blank indorsement to bearer affixed to a page of the note itself (ie: not an allonge, or separate instrument). This indorsement satisfies all of the requirements of the UCC as a valid indorsement, and is therefore not an "unsigned" indorsement, as this Court concluded in its decision.

⁶ §§ 673.2051. Special indorsement; blank indorsement; anomalous indorsement: (2) If an indorsement is made by the holder of an instrument and it is not a special indorsement, it is a "blank indorsement." When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed. Fla. Stat. §§ 673.2051(2)

⁷ Because the indorsement was on the back of the original page, the copy of the indorsement appeared as a blank page with just the indorsement on it, a fact that Appellant used to attempt to create an issue where there was none. Note that the Clerk of the lower court transmitted to this Court the original note, not a copy, so that this Court may view the actual document which the lower court reviewed. Refer to the back of page R. 314 for this indorsement.

(Slip. Op. at 2)⁸.

11. Further, the UCC permits the indorsement to be made by an agent of the indorsor, such that the signature of Humberto Alday is sufficient to bind First Magnus Financial Corporation to the indorsement.⁹ As the “holder” of the original, properly indorsed note, Aurora Loan Services, LLC was thus entitled to enforce the instrument. § 673.3011(1), Fla. Stat. (2007).

12. Further, to the extent that this Court’s decision implies that a properly indorsed promissory note must be “authenticated” before a Summary Judgment may be rendered in favor of the Plaintiff who has presented the original note which contains a blank indorsement (or indorsement to the Plaintiff), this is a mis-statement

⁸ To the extent this court made a finding that the indorsement “signature” of Humberto Alday does not qualify as a “signature” because it is hand-printed, the UCC dictates that any mark may qualify as a “signature”. Fla. Stat. §§ 673.4011(2) (2010) “A signature may be made: (a) Manually or by means of a device or machine; and (b) By the use of any name, including a trade or assumed name, or by a word, mark, or symbol executed or adopted by a person with present intention to authenticate a writing.” Fla. Stat. §§ 673.4011 (2010)

⁹If a person acting, or purporting to act, as a representative signs an instrument by signing either the name of the represented person or the name of the signer, the represented person is bound by the signature to the same extent the represented person would be bound if the signature were on a simple contract. If the represented person is bound, the signature of the representative is the “authorized signature of the represented person” and the represented person is liable on the instrument, whether or not identified in the instrument. Fla. Stat. §§ 673.4021 (2010)

of the law regarding negotiable instruments, as well as the Rules of Evidence. Promissory notes, as negotiable instruments, are self-authenticating documents, under the rules of evidence.¹⁰ Florida Statutes § 90.902(8). The UCC provides further for the self-authenticating nature of a negotiable instrument. Fla. Stat. § 673.3081(1)(2007)¹¹.

13. The note also qualified as an exception to the hearsay rule under the exception for Statements in documents affecting an interest in property.¹² Section 90.803(15) provides that such documents are admissible in evidence even though the declarant is available as a witness.

¹⁰Section 90.902(8), Florida Statutes provides: Extrinsic evidence of authenticity as a condition precedent to admissibility is not required for: (8) Commercial papers and signatures thereon and documents relating to them, to the extent provided in the Uniform Commercial Code.

¹¹Section 673.3081(1), Florida Statute provides: Proof of signatures and status as holder in due course (1) In an action with respect to an instrument, the authenticity of , and authority to make, each signature on the instrument is admitted unless specifically denied in the pleadings. If the validity of a signature is denied in the pleadings, the burden of establishing validity is on the person claiming validity, but the signature is presumed to be authentic and authorized unless the action is to enforce the liability of the purported signer and the signer is dead or incompetent at the time of trial of the issue of validity of the signature.

¹²(15) Statements in documents affecting an interest in property.— A statement contained in a document purporting to establish or affect an interest in property, if the matter stated was relevant to the purpose of the document, unless dealings with the property since the document was made have been inconsistent with the truth of the statement or the purport of the document.

14. For all the foregoing reasons, the Promissory note was not required to be further authenticated in order to be considered “evidence” at the Summary Judgment hearing.

C) Reliance by the Court on the *BAC Funding* case was misplaced.

15. This case is factually distinguishable from *BAC Funding Consortium, Inc. ISAOA/ATIMA v. Jean-Jacques*, 28 So. 3d 936 (Fla. 2d DCA 2010) for several reasons. In *Jean-Jacques*, U.S. Bank attached an incomplete, unsigned, and unauthenticated “assignment of mortgage” as an exhibit to U.S. Bank’s response to BAC’s motion to dismiss, but apparently never produced into evidence a completed original assignment of mortgage.¹³ In addition, there is absolutely no mention in the *BAC Funding* case as to whether BAC Funding had surrendered an original note containing a blank indorsement, which would have been sufficient evidence of the right to enforce both the note and mortgage. Because this is a critical distinction between the two cases, *BAC Funding* is not applicable herein.

16. In addition, this Court failed to take into consideration that the Second District noted that there were two distinct blanks on the Assignment of Mortgage:

¹³ The issue of whether a copy of an assignment of mortgage is unauthenticated hearsay is not analogous to an original promissory note, which is self authenticating pursuant to the UCC, and is explicitly an exception to the hearsay rule. In addition, Appellee did not proffer an assignment of mortgage into evidence as it was superfluous, when Appellee was in possession of the original note indorsed in blank.

first, the assignee was blank, and second, the assignment itself was not executed. The court then concluded that such an assignment was not evidence of any transfer of the mortgage to the Plaintiff in that case. Applying this same analysis to an indorsement on a promissory note is fraught with danger, as the two instruments themselves are different, and are governed by different law, such that an “indorsement in blank” has legal significance.

17. In applying the analysis to an original promissory note, the Court should consider first, whether the indorsement is executed, or signed, and second, whether there is a named indorsee, or an indorsement “in blank”. These facts will determine the legal outcome, and the legal outcome will be markedly different than the outcome in analyzing an Assignment of Mortgage under the same set of facts.

18. This court concluded that the indorsement was “unsigned”, which has already been established is a misapprehension of the facts. However, the indorsement was blank as to a named indorsee, which, under the UCC is an indorsement to “bearer”, that creates a right in the possessor of the original note to enforce it, unlike the party in possession of an incomplete assignment of mortgage with no assignee.

19. Finally, the Second District in the *BAC Funding* case relied on *Booker v. Sarasota, Inc.*, 707 So. 2d 886, 888 (Fla. 1st DCA 1998), which is likewise distinguishable from the within case, as to another critical element. The

“unauthenticated hearsay” in the *Sarasota* case cited by the court, related to a *copy* of an Allonge (not an original Allonge) that was incomplete such that the court could not be certain that it even assigned the correct indebtedness. Under those facts, *Sarasota* was proper precedent for the *BAC Funding* case. However, because the facts presented in the within case are completely distinguishable from both *Sarasota* and *BAC Funding*, reliance on these cases is unfounded, and reversal of the summary judgment in this case is not warranted.

CONCLUSION

The legal significance regarding the rights of a holder of an original note containing an indorsement in blank is of great public importance. Those rights have been well established by the Florida Uniform Commercial Code and Florida case law. This Court’s decision calls into question a long standing rule of law due to a mis-statement of fact.

WHEREFORE, based on the foregoing arguments and authorities, Appellee, Aurora Loan Services, respectfully requests that this Court grant rehearing, withdraw the court's opinion and affirm the summary judgment entered below.

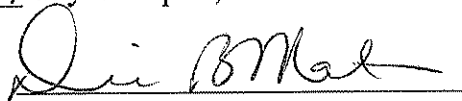
Respectfully submitted,



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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Motion for Rehearing was furnished by U.S. mail to Jerry A. Riggs, Sr., 8647 S.W. 50th Street, Cooper City, Florida 33328, on this 29th day of April, 2010.



Roy A. Diaz, Esq.
Diana B. Matson, Esq.

Appendix

IN THE DISTRICT COURT OF APPEAL
OF FLORIDA FOURTH DISTRICT

CASE NO. 4D08-4635

L.T. NO. 07-17670 (14)

JERRY RIGGS, SR.,

Appellant,

vs.

AURORA LOAN SERVICES, LLC.,

Appellee.

ON APPEAL FROM THE CIRCUIT COURT OF THE SEVENTEENTH
JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY FLORIDA
CIVIL DIVISION

APPENDIX TO APPELLEE'S MOTION FOR REHEARING

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Appendix “1”

DISTRICT COURT OF APPEAL OF THE STATE OF FLORIDA
FOURTH DISTRICT
January Term 2010

JERRY A. RIGGS, SR.,
Appellant,

v.

AURORA LOAN SERVICES, LLC,
Appellee.

No. 4D08-4635

[April 21, 2010]

STEVENSON, J.

Aurora Loan Services, LLC, filed a mortgage foreclosure action against Jerry Riggs, Sr., alleging that it was the “owner and holder” of the underlying promissory note. Aurora filed a copy of the mortgage and a copy of the promissory note, which named Riggs as the mortgagor and First Mangus Financial Corporation as the mortgagee. The promissory note reflected an “endorsement in blank,” which is a stamp with a blank line where the name of the assignee could be filled in above a pre-printed line naming First Mangus. Aurora moved for summary judgment, and, at the hearing, produced the original mortgage and promissory note reflecting the original endorsement in blank. The trial court granted summary judgment in favor of Aurora over Riggs’ objections that Aurora’s status as lawful “owner and holder” of the note was not conclusively established by the record evidence. We agree with Riggs and reverse the summary judgment.

The Second District confronted a similar situation in *BAC Funding Consortium, Inc. ISAOA/ATIMA v. Jean-Jacques*, 28 So. 3d 936 (Fla. 2d DCA 2010), when the trial court granted alleged assignee U.S. Bank’s motion for summary judgment. In order to establish its standing to foreclose, U.S. Bank filed an assignment of mortgage, which, as described, is comparable to the endorsement in blank in the instant case. *Id.* at 937. That court reversed because, *inter alia*, “[t]he incomplete, unsigned, and unauthenticated assignment attached as an exhibit to U.S. Bank’s response to BAC’s motion to dismiss did not constitute admissible evidence establishing U.S. Bank’s standing to foreclose the note and mortgage.” *Id.* at 939. The court in *BAC Funding*

Consortium, properly noted that U.S. Bank was “required to prove that it validly held the note and mortgage it sought to foreclose.” *Id.*

In the instant case, the endorsement in blank is unsigned and unauthenticated, creating a genuine issue of material fact as to whether Aurora is the lawful owner and holder of the note and/or mortgage. As in *BAC Funding Consortium*, there are no supporting affidavits or deposition testimony in the record to establish that Aurora validly owns and holds the note and mortgage, no evidence of an assignment to Aurora, no proof of purchase of the debt nor any other evidence of an effective transfer. Thus, we reverse the summary judgment and remand for further proceedings. We find no merit in any of the other arguments raised on appeal.

Reversed and remanded.

GROSS, C.J., and POLEN, J., concur.

* * *

Appeal from the Circuit Court for the Seventeenth Judicial Circuit, Broward County; Thomas M. Lynch, IV, Judge; L.T. Case No. CACE 07-17670 (14).

Jerry A. Riggs, Sr., Cooper City, pro se.

Diana B. Matson and Roy A. Diaz of Smith, Hiatt & Diaz, P.A., Fort Lauderdale, for appellee.

Not final until disposition of timely filed motion for rehearing.

Appendix “2”

LAURA SA

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA. CIVIL DIVISION

CASE NO. CACE07-17670-14
UCN: 062007CA017670XXXXXX

AURORA LOAN SERVICES, LLC,

Plaintiff,

vs.

ANGELA RIGGS; PARKWOOD SUMTER PROPERTIES, INC.; MIKA RIGGS; JERRY A. RIGGS, SR.; UNKNOWN TENANT NO. 1; UNKNOWN TENANT NO. 2; and ALL UNKNOWN PARTIES CLAIMING INTERESTS BY, THROUGH, UNDER OR AGAINST A NAMED DEFENDANT TO THIS ACTION, OR HAVING OR CLAIMING TO HAVE ANY RIGHT, TITLE OR INTEREST IN THE PROPERTY HEREIN DESCRIBED,

Defendants.

5
CIRCUIT CIVIL-3
07 SEP 28 PM 4:47
FILED FOR RECORDS
CLERK OF CIRCUIT COURT
BROWARD COUNTY, FLORIDA

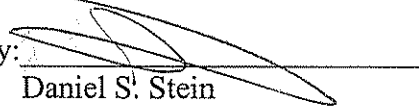
NOTICE OF FILING A SUPPLEMENTAL EXHIBIT TO COMPOSITE EXHIBIT "B" OF PLAINTIFF'S COMPLAINT

Plaintiff, by and through its undersigned counsel, supplements Composite Exhibit "B" to Plaintiff's Complaint by filing this Notice and a copy of the attached Note with the Court.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing has been mailed to the Court and all parties on the attached service list this 27th day of September, 2007.

SMITH, HIATT & DIAZ, P.A.
Attorneys for Plaintiff
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Telephone: (954) 564-0071
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By: 
Daniel S. Stein
Florida Bar No. 0117412

6082-31292

000065

SERVICE LIST

Case No. CACE07-17670-14

UCN: 062007CA017670XXXXXX

ANGELA RIGGS
8647 SW 50th Street
Cooper City, FL 33328

MIKA RIGGS
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Cooper City, FL 33328

JERRY A. RIGGS, SR.
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UNKNOWN TENANT NO. 1
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Hollywood, FL 33020

UNKNOWN TENANT NO. 2
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Hollywood, FL 33020

UNKNOWN TENANT NO. 3
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UNKNOWN TENANT NO. 4
1824/1826 N. 22nd Avenue
Hollywood, FL 33020

UNKNOWN TENANT NO. 5
1824/1826 N. 22nd Avenue
Hollywood, FL 33020

UNKNOWN TENANT NO. 6
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Hollywood, FL 33020

Richard H. Bergman
Attorney For PARKWOOD SUMTER
PROPERTIES, INC.
2001 Hollywood Blvd., Ste. 200
Hollywood, FL 33020

SEE "PREPAYMENT NOTE ADDENDUM" ATTACHED HERETO AND MADE A PART HEREOF.
SEE "INTEREST-ONLY ADD. TO ARM NOTE" ATTACHED HERETO AND MADE A PART HEREOF.
SEE "ADDENDUM TO NOTE" ATTACHED HERETO AND MADE A PART HEREOF.

MIN 100039212654228026
MERS Phone: 1-888-679-6377

ADJUSTABLE RATE NOTE

LOAN NO.: 1265422802

(LIBOR Six-Month Index (As Published In *The Wall Street Journal*) - Rate Caps)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

MARCH 13, 2006
[Date]

HOLLYWOOD
[City]

FLORIDA
[State]

1824 & 1826 N 22ND AVE, HOLLYWOOD, FL 33020
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 264,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

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

I understand that Lender may transfer this Note. 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 8.250 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(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 payments on the first day of each month beginning on MAY, 2006

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 APRIL 01, 2036, 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 FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION
603 NORTH WILMOT ROAD, TUCSON, AZ 85711
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 1,983.34 . This amount may change.

(C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR SIX-MONTH INDEX (AS PUBLISHED IN *THE WALL STREET JOURNAL*) -
Single Family - Fannie Mae UNIFORM INSTRUMENT
Amended for Florida

Initials 

Form 3520 1/01

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of APRIL, 2009, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 000/1000THS percentage points (5.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.250 % or less than 8.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000THS percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.250 %, or less than 8.250 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

5. 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 this Note.

I may make a full Prepayment or partial Prepayments without paying any 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 this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. 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 that 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.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges 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 that 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.

8. 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.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given 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.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. 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.

10. 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.

11. 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 that might result if I do not keep the promises that 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 read as follows:

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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

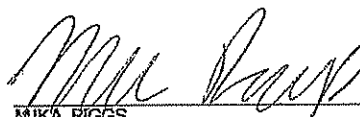
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

12. 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.

 MIKA RIGGS	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower

[Sign Original Only]

WITHOUT RECOURSE,
PAY TO THE ORDER OF

FIRST MAGNUS FINANCIAL CORPORATION
An Arizona Corporation

BY: H. Alday
Humberto Alday, Shipper

ADDENDUM TO NOTE

MIN: 100039212654228026
MERS Phone: 1-888-679-6377

LOAN NO.: 1265422802

This addendum is made MARCH 13, 2006 and is incorporated into and deemed to amend and supplement the Adjustable Rate Note of the same date.

The property covered by this addendum is described in the Security Instrument and located at: 1824 & 1826 N 22ND AVE, HOLLYWOOD, FL 33020

AMENDED PROVISIONS

In addition to the provisions and agreements made in the Note, I/we further covenant and agree as follows:

ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.250 % or less than 8.250 %. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000THS percentage point(s) (2.000 %) from the rate of interest I have been paying for the preceding six (6) months. My interest rate will never be greater than 14.250 %. My interest rate will never be less than 8.250 %.

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 that might result if I do not keep the promises that 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 read as follows:

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.

In Witness Whereof, Trustor has executed this addendum.

Charles Wain

Witness

MIKA RIGGS *3/13/06*

MIKA RIGGS (Date) (Date)

(Date) (Date)

**INTEREST-ONLY ADDENDUM
TO ADJUSTABLE RATE PROMISSORY NOTE**

MIN: 100039212654228026
MERS Phone: 1-888-679-6377

LOAN NUMBER: 1265422802

PROPERTY ADDRESS: 1824 & 1826 N 22ND AVE., HOLLYWOOD, FL 33020

THIS ADDENDUM is made this 13th day of MARCH, 2006, and is incorporated into and intended to form a part of the Adjustable Rate Note (the "Note") dated the same date as this Addendum executed by the undersigned and payable to FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

(the "Lender").

THIS ADDENDUM supersedes Section 3(A), 3(B), 4(C) AND 7(A) of the Note. None of the other provisions of the Note are changed by this Addendum.

3. PAYMENTS

(A) Time and Place of Payments

I will pay interest by making payments every month for the first 60 payments (the "Interest-Only Period") in the amount sufficient to pay interest as it accrues. I will pay principal and interest by making payments every month thereafter for the next 300 payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note in equal monthly payments.

I will make my monthly payments on the 1st day of each month beginning on MAY, 2006. 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 APRIL 01, 2036, 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 payments at
603 NORTH WILMOT ROAD, TUCSON, AZ 85711
or at a different place if required by the Note Holder.

(B) Amount of My Initial Monthly Payments

My initial monthly payments will be in the amount of U.S. \$ 1,815.00. This payment amount is based on the original principal balance of the Note. This payment amount may change.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 000/1000THS percentage point(s) (5.000 %) to the Current Index for such Change Date. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

During the Interest-Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay accrued interest. This will be the amount of my monthly payment until the earlier of the next Change Date or the end of the Interest-Only Period unless I make a voluntary prepayment of principal during such period. If I make a voluntary prepayment of principal during the Interest-Only Period, my payment amount for subsequent payments will be reduced to the amount necessary to pay interest at the then current interest rate on the lower principal balance. At the end of the Interest-Only Period and on each Change Date thereafter, the Note Holder will determine the amount of the monthly payment that would be sufficient to repay in full the unpaid principal that I am expected to owe at the end of the Interest-Only Period or Change Date, as applicable, in equal monthly payments over the remaining term of the Note. The result of this calculation will be the new amount of my monthly payment. After the end of the Interest-Only Period, my payment will not be reduced due to voluntary prepayments.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of interest for the first 60 payments, 5.00 % of my overdue payment of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

Mika Riggs (Seal) _____ (Seal)
MIKA RIGGS -Borrower -Borrower

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

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

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

**PREPAYMENT NOTE ADDENDUM
(Multi-State)**

MIN: 100039212654228026
MERS Phone: 1-888-679-6377

LOAN NO.: 1265422802

This Prepayment Note Addendum is made this 13th day of MARCH, 2006 and is incorporated into and shall be deemed to amend and supplement the Note of the same date (the "Note") made by the undersigned (the "Borrower") to evidence indebtedness to

FIRST MAGNUS FINANCIAL CORPORATION, AN ARIZONA CORPORATION

(the "Lender"), which debt is secured by a Mortgage or Deed of Trust or comparable security instrument (the "Security Instrument") of the same date and covering the property described in the Security Instrument and located at

1824 & 1826 N 22ND AVE, HOLLYWOOD, FL 33020

(the "Property").

Additional Covenants. Notwithstanding anything to the contrary set forth in the Note or Security Instrument, Borrower and Lender covenant, and agree, that the provisions of the section of the Note entitled "BORROWER'S RIGHT TO PREPAY" are amended to read as follows:

Subject to the prepayment penalty provided below, 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." A "full prepayment" is the prepayment of the entire unpaid principal due under the Note. A payment of only part of the unpaid principal is known as a "partial 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.

If, within the 36 month period beginning with the date Borrower executes the Note (the "Penalty Period"), Borrower makes a full prepayment, or partial prepayment in any TWELVE (12) -month period that exceeds 20 % of the original principal loan amount, Borrower will pay a prepayment charge as consideration for the Note Holder's acceptance of such prepayment. The prepayment charge will equal the amount of interest that would accrue during a SIX (6) month period on the amount prepaid that exceeds 20 % of the original principal balance of the Note, calculated at the rate of interest in effect under the terms of the Note at the time of the prepayment, unless otherwise prohibited by applicable law or regulation. No prepayment charge will be assessed for any prepayment occurring after the Penalty Period.

Notwithstanding the foregoing, in the event of a full prepayment concurrent with a bona fide sale of the Property to an unrelated third party after the first 0 months of the term of the Note, no prepayment penalty will be assessed. In that event, I agree to provide the Note Holder with evidence acceptable to the Note Holder of such sale.

The Note Holder will apply all prepayments to reduce the amount of principal that I owe under the 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 change in the due dates of my monthly payments unless the Note Holder agrees in writing to those changes.

Initials 

If my Note is an Adjustable Rate Note, partial prepayments may reduce the amount of my monthly payment after the first interest rate Change Date following the partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

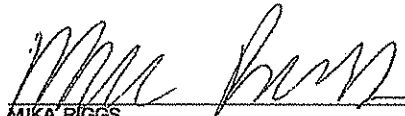
The Note Holder's failure to collect a prepayment charge at the time a prepayment is received shall not be deemed a waiver of such charge. Any prepayment charge not collected at the time the prepayment is received shall be payable on demand.

All other provisions of the Note are unchanged and remain in full force and effect.

NOTICE TO BORROWER

Do not sign this Addendum before you read it. This Addendum provides for the payment of a prepayment charge if you wish to repay the loan prior to the date provided for repayment in the Note.

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

 MIKA RIGGS	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower
_____	(Seal) -Borrower	_____	(Seal) -Borrower

000076

Appendix “3”

W

IN THE CIRCUIT COURT FOR BROWARD
COUNTY, FLORIDA. CIVIL DIVISION

CASE NO. CACE07-17670-14
UCN: 062007CA017670XXXXXX

AURORA LOAN SERVICES, LLC,

Plaintiff,

vs.

ANGELA RIGGS; PARKWOOD SUMTER PROPERTIES,
INC.; MIKA RIGGS; JERRY A. RIGGS, SR.; UNKNOWN
TENANT NO. 1; UNKNOWN TENANT NO. 2; and ALL
UNKNOWN PARTIES CLAIMING INTERESTS BY,
THROUGH, UNDER OR AGAINST A NAMED
DEFENDANT TO THIS ACTION, OR HAVING OR
CLAIMING TO HAVE ANY RIGHT, TITLE OR
INTEREST IN THE PROPERTY HEREIN DESCRIBED,

Defendants.

FILED
CLERK OF DISTRICT COURT
BROWARD COUNTY, FLORIDA
08 FEB -7 PM 3:43
CIRCUIT CIVIL

AFFIDAVIT OF INDEBTEDNESS

STATE OF COLORADO)
) SS.
COUNTY OF DOUGLAS)

BEFORE ME, the undersigned authority, personally appeared PATRICIA D SIEGERS, who
after being first duly sworn on oath deposes and says:

1. I am ORIN SAMBORN of AURORA LOAN SERVICES, LLC, servicing agent to
Plaintiff, and have personal knowledge of the loan that is the subject of the above captioned suit.

2. This affidavit is based upon the loan payment records of the servicing agent and the
Affiant is familiar with these records. These records are regularly maintained in the day to day course of
business, and it is the regular practice to make and maintain these records. These records are compiled in
a computer data bank and are utilized as a matter of daily routine practice. The purpose of these records
is to monitor and maintain the account relating to a note and mortgage that are the subject matter of the

pending case. These records properly reflect loan payments, charges and advances that are contemporaneously noted in the records at the time of the applicable transactions by persons whose regular duties include recording this information.

3. Plaintiff now owns and holds the note described in the Plaintiff's Complaint dated March 13, 2006, in the current principal amount of \$264,000.00.

4. The payment of said note was secured by a mortgage now held by Plaintiff covering the following-described property situate in Broward County, Florida, to-wit:

LOT 24, IN BLOCK 21, OF HOLLYWOOD PARK, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 4, AT PAGE 19, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

5. The payment due April 1, 2007 under the note and mortgage was not timely made and the note and mortgage are thereby in default.

6. Plaintiff has elected, under the provisions of mortgage and note, to declare the entire balance as due and payable. The obligors under the mortgage and note were notified of the default and have not paid the sums of money due thereunder.

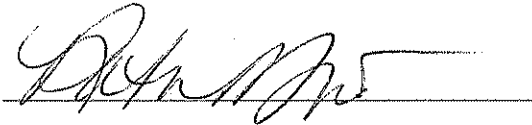
7. There is now due and owing to Plaintiff the following sums:

A.	Principal balance	\$264,000.00
B.	8.25% interest at \$59.67 per diem from March 1, 2007 thru February 28, 2008	\$21,576.12
C.	Advance for Taxes	\$
D.	Advance for Insurance	\$7,127.88
E.	Bankruptcy Fees and Costs	\$
F.	Pre-Acceleration Late Charges	\$272.25
G.	Property Inspections	\$96.00
H.	Brokers Price Opinion/Appraisal	\$190.00
I.	Other_____	\$

000175

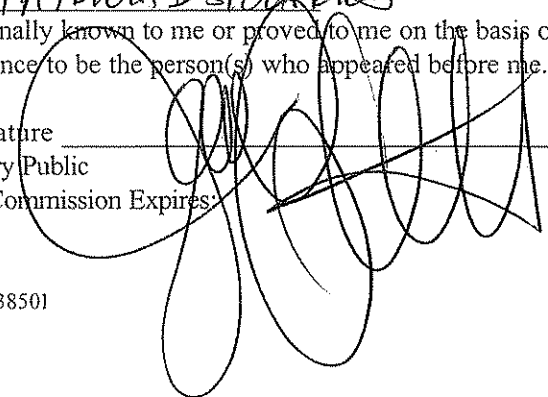
J.	Other_____	\$
K.	Other_____	\$
L.	Other_____	\$
M.	Other_____	\$
	AMOUNT DUE:	\$293,262.25
	Less Escrow/Suspense Credit	\$(0)
	TOTAL:	\$293,262.25

8. Interest will continue to accrue at the rate of 8.25 percent (\$59.67 per diem).
9. The Plaintiff retained Smith, Hiatt & Diaz, P.A. to represent it in this matter and has agreed to pay a reasonable fee for said representation.



Subscribed and sworn to (or affirmed) before me on this 30 day of JANUARY, 2008, by PATRICIA D. SIEGRIST personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____
 Notary Public _____
 My Commission Expires: _____



1334-38501

JENNIFER MECKSTROTH
NOTARY PUBLIC
STATE OF COLORADO

My Commission Expires 06/13/2009

Appendix “4”

LAURA LASA
IN THE CIRCUIT COURT FOR BROWARD
COUNTY, FLORIDA. CIVIL DIVISION

CASE NO. CACE07-17670-14
UCN: 062007CA017670XXXXXX

AURORA LOAN SERVICES, LLC,

Plaintiff,

vs.

ANGELA RIGGS; et al.

Defendants.

2008 MAR -3 PM 12:12
CIRCUIT CIVIL-1
FILED FOR RECORDS
CLERK OF CIRCUIT COURT
BROWARD COUNTY, FLORIDA

**NOTICE OF FILING AN ORIGINAL
PLAINTIFF'S AFFIDAVIT TO REBUT DEFENDANTS' AFFIRMATIVE DEFENSES**

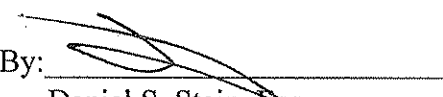
Plaintiff, Aurora Loan Services, LLC, by and through its undersigned counsel, files the following documents with the Court:

1. PLAINTIFF'S AFFIDAVIT TO REBUT DEFENDANTS' AFFIRMATIVE DEFENSES.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been mailed via U.S. Mail to all parties on the attached service list on this MAILED FEB 28 2008 day of FEB 28 2008, 2008.

SMITH, HIATT & DIAZ, P.A.
Attorneys for Plaintiff
PO BOX 11438
Fort Lauderdale, FL 33339-1438
Telephone: (954) 564-0071
Facsimile: (954) 564-9252

By: 
Daniel S. Stein, Esq.
Florida Bar No. 0117412

SERVICE LIST

Case No. CACE07-17670-14
UCN: 062007CA017670XXXXXX

ANGELA RIGGS
8647 SW 50th Street
Cooper City, FL 33328

UNKNOWN TENANT NO. 1
NKA ALICIA JACOBS
1824 N. 22nd Avenue
Hollywood, FL 33020

UNKNOWN TENANT NO. 3
NKA VALERIE ADALY
1826 North 22nd Avenue
Hollywood, FL 33020

UNKNOWN TENANT NO. 4
NKA THELMA ADALY
1826 North 22nd Avenue
Hollywood, FL 33020

Richard H. Bergman
Attorney For PARKWOOD
SUMTER PROPERTIES, INC.
2001 Hollywood Blvd., Ste. 200
Hollywood, FL 33020

MIKA RIGGS
8647 SW 50th Street
Cooper City, FL 33328

JERRY A. RIGGS, SR.
8647 SW 50th Street
Cooper City, FL 33328

1334-38501 TC

IN THE CIRCUIT COURT FOR BROWARD COUNTY, FLORIDA. CIVIL DIVISION

CASE NO. CACE07-17670-14
UCN: 062007CA017670XXXXXX

AURORA LOAN SERVICES, LLC,

Plaintiff,

vs.

ANGELA RIGGS; et al.

Defendants.

PLAINTIFF'S AFFIDAVIT TO REBUT DEFENDANTS' AFFIRMATIVE DEFENSES

STATE OF CO)
) SS.
COUNTY OF DOUGLAS)

BEFORE ME the undersigned authority, personally appeared PATRICIA D SIGGERS, who

after being first duly sworn on oath deposes and says:

1. I am SR PIC PROCBSSOR of AURORA LOAN SERVICES, LLC. ("Aurora") and I have personal knowledge of the loan that is the subject of the above captioned suit.

2. I am a custodian of the business records of the Plaintiff concerning the Note and Mortgage and other loan documents that are the subject matter of this lawsuit. Such records were made at or near the time by a person with knowledge and from information transmitted by a person with knowledge. Such records were kept in the course of the regularly conducted business activity of the Plaintiff and it was the regular practice of the Plaintiff to make such records.

3. This affidavit is based upon the records of Aurora and the Affiant is familiar with these records. These records are regularly maintained in the day-to-day course of business, and it is the regular practice to make and maintain these records. These records are compiled in a computer data bank and

are utilized as a matter of daily routine practice. The purpose of these records is to monitor and maintain the account relating to a note and mortgage that are the subject matter of the pending case.

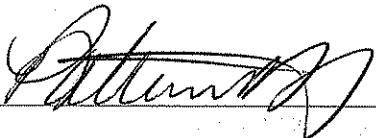
4. Aurora as owner and holder of the subject note and mortgage are entitled to enforce the same. That Defendant, MIKA RIGGS defaulted on the subject loan by failing to make payments pursuant to the terms of the note and mortgage.

5. In response to the allegation that prior to the filing of the foreclosure action, the Defendants reinstated the loan as agreed on July 31, 2007 in the sum of \$13,000.00, the Affiant states there was no agreement to reinstate the loan at \$13,000.00. In addition, Aurora never received any payments toward the reinstatement of the loan.

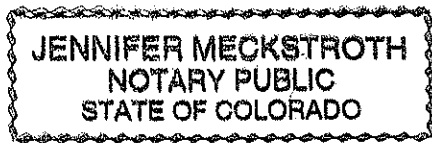
6. That on August 1, 2007, MIKA RIGGS called to request the amount required to reinstate the loan and was informed that it would be at least \$16,000.00 and the appropriate fees and costs would have to requested from their counsel.

7. Aurora instructed counsel to prepare the appropriate reinstatement letter including all fees and costs for MIKA RIGGS. The total amount required to reinstate the loan was \$17,939.95 good through August 10, 2007.

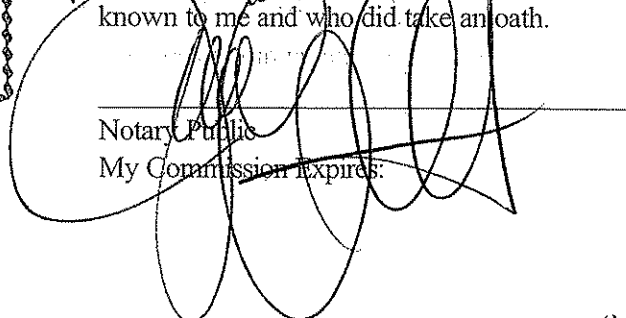
8. Aurora has not received the amount required to reinstate the loan and the loan has been in default since April 1, 2007.



Sworn to and subscribed before me this
19 day of FEBRUARY, 2008 by
PATRICIA S. SELLERS, who is personally
known to me and who did take an oath.



My Commission Expires 06/13/2009



Notary Public
My Commission Expires: