

IN THE CIRCUIT COURT OF THE FIFTEENTH
JUDICIAL CIRCUIT IN AND FOR PALM BEACH
COUNTY, FLORIDA,

CASE NO.: 2017- 000532 AE
RESIDENTIAL MORTGAGE FORECLOSURE

US BANK TRUST N.A. AS TRUSTEE SUCCESSOR
IN INTEREST TO BANK OF AMERICA, NATIONAL
ASSOCIATION AS TRUSTEE, SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL
ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTOR TRUST, MORTGAGE LOAN
ASSET-BACKED CERTIFICATE SERIES 2006-MLN1 -1,

Plaintiff,

vs.

PETER A. COLOMBO, etc., et. ux., et al.,

Defendant and Plaintiff-in-Counterclaim

vs.

US BANK TRUST N.A. AS TRUSTEE SUCCESSOR
IN INTEREST TO BANK OF AMERICA, NATIONAL
ASSOCIATION AS TRUSTEE, SUCCESSOR BY
MERGER TO LASALLE BANK NATIONAL
ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH
MORTGAGE INVESTOR TRUST, MORTGAGE LOAN
ASSET-BACKED CERTIFICATE SERIES 2006-MLN1 -1,
and NATIONSTAR MORTGAGE, LLC,

Defendants-in-Counterclaim.

**COLOMBO'S AMENDED ANSWER, AFFIRMATIVE DEFENSES
AND FOURTH AMENDED COUNTERCLAIM**

NOW INTO COURT, through undersigned counsel, comes **PETER A. COLOMBO**, the Defendant herein, (Hereinafter "Mr. Colombo"), and pursuant to Fla. R. C. Pro. 1.350, and this Court's February 29, 2024 Order Adopting the Amended Agreed Case Management Plan, files this his Answer, Affirmative Defenses, and Counterclaim to the Complaint filed by the Plaintiff, **US**

BANK TRUST, NA AS TRUSTEE SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSOCIATION AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTOR TRUST MORTGAGE LOAN ASSET- BACKED CERTIFICATE SERIES 2006-MLN-1 (hereafter "MLMI Trust") and the Defendant in Counterclaim, **NATIONSTAR MORTGAGE, LLC**, (Hereafter "Nationstar"), now known as "Mr. Cooper", alleging as follows; to wit,

FOURTH AMENDED ANSWER TO COUNT I
VERIFIED MORTGAGE FORECLOSURE COMPLAINT

1. Mr. Colombo admits that this an attempt to enforce a note and foreclose a motion for jurisdiction only, and expressly, directly and explicitly denies any right to bring this action and strict proof is demanded thereon.

2. Mr. Colombo admits execution and delivery of the mortgage and note referred to in Para. 2. He is without knowledge of the remaining allegations which are therefore expressly, directly and explicitly denied and strict proof is demanded thereon.

3. Mr. Colombo is without knowledge as to the holder of the note which allegations are therefore expressly, directly and explicitly denied and strict proof is demanded thereon.

4. Mr. Colombo admits owning the property. As to Lori Colombo, she passed and a suggestion of death and death certificate have been filed.

5. Mr. Colombo expressly, directly and explicitly denies these allegations and strict proof is demanded thereon.

6. Mr. Colombo expressly, directly and explicitly denies these allegations in this action, which is a new filing of the previous foreclosure case. The previously filed foreclosure and

acceleration occurred on September 23, 2008 and was styled Lasalle Bank N.A. as Trustee for the MLMI Trust Series 2006-MLN-1, vs. Peter Colombo & Lori Colombo Case No.: 502008 CA 029465 AW (Hereinafter "Foreclosure #1"). On November 15, 2013, the Court dismissed Foreclosure #1 for failure to prosecute (DE #47, recorded at Book 26459 page 536, in the official records, Palm Beach County FL).

7. Mr. Colombo expressly, directly and explicitly denies these allegations and strict proof is demanded thereon.

8. Mr. Colombo expressly, directly and explicitly denies the material allegations of this paragraph and strict proof is demanded thereon in that MLMI Trust or its servicers including Nationstar and/or MERS failed to properly accelerate the mortgage and note by failing to give the proper notice prior to bringing this action to foreclose as required by the note Para. 7 (C) and 8 and mortgage Paragraph 15 and 22. Therefore, Plaintiff failed to comply with all conditions precedent to bring this action.

9. Mr. Colombo is without knowledge as to these material allegations which are therefore expressly, directly and explicitly denied and strict proof is demanded thereon.

10. Mr. Colombo is without knowledge as to these material allegations which are therefore expressly, directly and explicitly denied and strict proof is demanded thereon.

11. Mr. Colombo is without knowledge as to these material allegations which are therefore expressly, directly and explicitly denied and strict proof is demanded thereon.

12. Mr. Colombo is without knowledge as to these material allegations which are therefore expressly, directly and explicitly denied and strict proof is demanded thereon.

WHEREFORE, Mr. Colombo prays that this Honorable Court dismiss this action in toto

with prejudice, ordering that MLMI Trust or its servicers including Nationstar take nothing by this action; award Mr. Colombo costs and reasonable attorney's fees as provided by the Mortgage and Note and Fla. Stat. 57.105(7), cancel the mortgage and note, or alternatively exercise its equitable authority in a mortgage foreclosure action and modify the terms of the mortgage and note, and grant such other relief as this Court deems just and proper.

AFFIRMATIVE DEFENSES TO COMPLAINT

NOW INTO COURT, through undersigned counsel, comes, the Defendant PETER A. COLOMBO and files this his Affirmative Defenses to the Complaint filed by the Plaintiff, **US BANK TRUST, NA AS TRUSTEE SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSOCIATION AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTOR TRUST MORTGAGE LOAN ASSET-BACKED CERTIFICATE SERIES 2006-MLMI**, alleging as follows; to wit,

FIRST AFFIRMATIVE DEFENSE

13. MLMI Trust or its servicers including Nationstar and/or MERS and/or its assignor failed to comply with the conditions and terms of the mortgage and note and/or 12 U.S.C.2601, et seq (RESPA), with respect to the proper computation, collection and application of Mr. Colombo's mortgage payments and the escrow accounts and payments as required under the note, ¶4 and 6, and the mortgage, ¶1 through 3, 5, 7, 8, and 10.

14. Alternately, MLMI Trust or its servicers including Nationstar have collected payments, but failed to properly credit Mr. Colombo's account, and/or collected mortgage payments and/or escrow payments and did not properly credit or post the payments to Mr. Colombo's account

in violation of the note ¶4 and 6, and the mortgage ¶1 through 10.

15. Alternately, MLMI Trust or its servicers including Nationstar and/or MERS and/or its assignor has collected payments under the mortgage agreement(s), but failed to properly credit Mr. Colombo's account, and/or collected mortgage payments and/or escrow payments under the agreement(s) and did not properly credit or post the payments to Mr. Colombo's account in violation of the note ¶4 and 6, and the mortgage ¶1 through 10.

16. Mr. Colombo made payments or attempted to make the correct payments to MLMI Trust or its servicers including Nationstar and/or MERS and/or the assignor or servicer during the term of the loan and MLMI Trust or its servicers including Nationstar and/or MERS and/or its assignor or servicer did not properly compute Mr. Colombo's payments as required by the note ¶4 and 6, and the mortgage ¶1 through 10.

17. Therefore, Mr. Colombo is entitled to an accounting of all moneys Mr. Colombo paid during the term of the loan and all moneys collected by MLMI -1 Trust or its servicers including Nationstar and/or MERS or the assignor or servicer under the mortgage and note because of the non-compliance with the note ¶4 and 6, and the mortgage ¶1 through 10.

18. As a result of the improperly collecting and posting of payments to the account and improper payments of moneys that MLMI Trust or its servicers including Nationstar and/or and or MERS and or its assignor paid out on Mr. Colombo's account, including but not limited to force placed insurance, costs and fees and other advances related to Foreclosure #1, MLMI Trust or its servicers including Nationstar and/or MERS or its assignor is estopped or has waived its right to claim a default in this foreclosure (Hereinafter "Foreclosure Case #2"), and or is otherwise before the Court with unclean hands and cannot foreclose.

WHEREFORE, Mr. Colombo prays that this Honorable Court dismiss this action in toto with prejudice, ordering that MLMI Trust or its servicers including Nationstar take nothing by this action; award Mr. Colombo costs and reasonable attorney's fees as provided by the Mortgage and Note and Fla. Stat. 57.105(7), cancel the mortgage and note, or alternatively exercise its equitable authority in a mortgage foreclosure action and modify the terms of the mortgage and note, and grant such other relief as this Court deems just and proper.

SECOND AFFIRMATIVE DEFENSE

19. The mortgage MLMI -1 Trust or its servicers including Nationstar seeks to foreclose is illegal under Florida and/or Federal law, due to the improper servicing of the account and or collection of payments from Mr. Colombo in violation of the note, ¶4 and 6, and the mortgage ¶1 through 10. Thus, MLMI Trust or its servicers including Nationstar and/or MERS and/or its assignors is estopped or has waived its right to foreclose and is otherwise before the Court with unclean hands.

20. In the alternative, the mortgage MLMI Trust or its servicers including Nationstar and/or MERS and/or its assignors seeks to foreclose is illegal under Florida and/or Federal law due to the improper collection and payment of fees and costs under this mortgage and note, including but not limited to force placed insurance. Thus, MLMI Trust or its servicers including Nationstar and/or MERS is estopped or has waived its right to foreclose and is otherwise before the Court with unclean hands.

WHEREFORE, Mr. Colombo prays that this Honorable Court dismiss this action in toto with prejudice, ordering that MLMI Trust or its servicers including Nationstar take nothing by this action; award Mr. Colombo costs and reasonable attorney's fees as provided by the Mortgage and

Note and Fla. Stat. 57.105(7), cancel the mortgage and note, or alternatively exercise its equitable authority in a mortgage foreclosure action and modify the terms of the mortgage and note, and grant such other relief as this Court deems just and proper.

THIRD AFFIRMATIVE DEFENSE

21. Plaintiff MLMI Trust does not properly hold, and or possess, and or have the right to reestablish and or enforce the mortgage and note that it seeks to reestablish and foreclose under Florida and/or Federal law in that any assignment of the mortgage and note and or each and every endorsement on the note was not properly executed and delivered and or improperly executed and delivered by a person or entity that lacked the right, capacity and or authority to do so. Thus, MLMI Trust or its servicers including Nationstar and/or is not the proper party plaintiff to foreclose.

WHEREFORE, Mr. Colombo prays that this Honorable Court dismiss this action in toto with prejudice, ordering that MLMI Trust or its servicers including Nationstar take nothing by this action; award Mr. Colombo costs and reasonable attorney's fees as provided by the Mortgage and Note and Fla. Stat. 57.105(7), cancel the mortgage and note, or alternatively exercise its equitable authority in a mortgage foreclosure action and modify the terms of the mortgage and note, and grant such other relief as this Court deems just and proper.

FOURTH AFFIRMATIVE DEFENSE

22. MLMI Trust or its servicers including Nationstar did not properly accelerate the mortgage it seeks to foreclose under Florida and/or Federal law.

23. MLMI Trust or its servicers including Nationstar failed to properly accelerate the mortgage and note by failing to give the proper notice prior to bringing this action to foreclose as required by the note Para. 7 (C) and 8 and the mortgage Para. 15 and 22. Therefore, Plaintiff failed

to comply with all conditions precedent to bring this action, and or is estopped or has waived its right to foreclose based on its failure to properly accelerate according to the terms of the mortgage, and is otherwise before the Court with unclean hands.

24. MLMI Trust or its servicers including Nationstar and/or MERS and/or its assignor failed to properly accelerate the mortgage and note by failing to give the proper notice prior to bringing this action to foreclose as required by the mortgage Para 15 and 22, and the Note Para. 7(C) and 8. Therefore, Plaintiff failed to comply with all conditions precedent to bring this action, and or is estopped or has waived its right to foreclose based on its failure to properly accelerate according to the terms of the mortgage, and is otherwise before the Court with unclean hands.

25. More Particularly MLMI Trust or its servicers including Nationstar and/or failed to comply with The Note Para. 7(C) and 8 and the Mortgage Para. 15 and 22 because it/they or its servicer failed to give notice by failing to properly mail a notice to the Borrower prior to acceleration following Borrower's breach of any covenant or agreement in the Security Instrument, and wrongly demanded payments from Colombo that he did not owe.

26. In the alternative the notice did not comply with note Para. 8 and mortgage Para. 15's mailing requirements.

27. In the alternative the notice failed to specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than thirty (30) days from the date the notice is given to Borrower, by which the default must be cured; and, (d) that the failure to cure the default on or before the date specified in the notice may result in an acceleration of the sums secured by the Security Instrument, foreclosure by judicial proceeding and sale of the Property.

28. In addition, the notice failed to properly inform Borrower of the right to reinstate after

acceleration and the right to assert in the foreclosure proceedings the non-existence of a default or any other defense of Borrower to acceleration and foreclosure.

29. In the alternative, the Notice that MLMI Trust or its servicers including Nationstar and/or MERS and/or its assignors contends it provided does not comply with the Mortgage Para. 15 and 22 or the note Para. 7 (C) because the notice was not properly or timely mailed, the notice failed to include the information required by the Note and Mortgage Para. 22 as set forth above and the information provided by the notice conflicted with the information required in the Para. 22 in describing the borrower's rights under Florida Law and the notice demanded more than was required to be paid.

30. Mr. Colombo was ready willing and able to pay the correct monthly payment amount and continue to pay the correct monthly payment amount and offered to do so but MLMI Trust or its servicers including Nationstar and/or refused to accept the correct monthly payment.

31. Therefore, Plaintiff failed to comply with all conditions precedent to bring this action, and or is estopped or has waived its right to foreclose based on its failure to properly accelerate according to the terms of the mortgage, and is otherwise before the Court with unclean hands.

WHEREFORE, Mr. Colombo prays that this Honorable Court dismiss this action in toto with prejudice, ordering that MLMI Trust or its servicers including Nationstar take nothing by this action; award Mr. Colombo costs and reasonable attorney's fees as provided by the Mortgage and Note and Fla. Stat. 57.105(7), cancel the mortgage and note, or alternatively exercise its equitable authority in a mortgage foreclosure action and modify the terms of the mortgage and note, and grant such other relief as this Court deems just and proper.

FIFTH AFFIRMATIVE DEFENSE

32. Plaintiff does not properly hold the mortgage it seeks to foreclose under Florida and/or Federal law because there has been an improper execution and delivery of the negotiable instrument, and or any assignment, and or any assignment of the mortgage and note and or endorsement on the note was not properly executed and delivered and or improperly executed and delivered by a person or entity that lacked the right, capacity and or authority to do so. Thus, MLMI Trust is not the proper party plaintiff to foreclose, and or lacks standing in this action.

33. In addition or in the alternative, Plaintiff does not properly hold the mortgage it seeks to foreclose under Florida and/or Federal law because there has been an improper execution and delivery of the assignment, and or the operative assignment(s) failed to assign the causes of actions asserted hereunder. Thus, MLMI Trust is not the proper party plaintiff to foreclose, and or lacks standing.

WHEREFORE, Mr. Colombo prays that this Honorable Court dismiss this action in toto with prejudice, ordering that MLMI Trust or its servicers including Nationstar take nothing by this action; award Mr. Colombo costs and reasonable attorney's fees as provided by the Mortgage and Note and Fla. Stat. 57.105(7), cancel the mortgage and note, or alternatively exercise its equitable authority in a mortgage foreclosure action and modify the terms of the mortgage and note, and grant such other relief as this Court deems just and proper.

SIXTH AFFIRMATIVE DEFENSE

34. MLMI Trust and or its servicers including Nationstar and/or and or assignors are not entitled to foreclose in that they failed and refused to properly post Mr. Colombo's payments, and improperly handled her escrow account. Therefore, Plaintiff is estopped or has waived its right to foreclose and is otherwise before the Court with unclean hands.

35. In addition and or the alternative, MLMI Trust and or its servicers including Nationstar and/or MERS and/or its assignors are not entitled to foreclose in that they failed and refused to timely and or accurately deliver to Mr. Colombo his request for a payment history and or the payoff numbers. Therefore, Plaintiff is estopped or has waived its right to foreclose based on its failure to properly compute the reinstatement obligation and is otherwise before the Court with unclean hands.

WHEREFORE, Mr. Colombo prays that this Honorable Court dismiss this action in toto with prejudice, ordering that MLMI Trust or its servicers including Nationstar take nothing by this action; award Mr. Colombo costs and reasonable attorney's fees as provided by the Mortgage and Note and Fla. Stat. 57.105(7), cancel the mortgage and note, or alternatively exercise its equitable authority in a mortgage foreclosure action and modify the terms of the mortgage and note, and grant such other relief as this Court deems just and proper.

SEVENTH AFFIRMATIVE DEFENSE

36. The Plaintiff is not entitled to foreclose in that he has failed to state a claim upon which relief can be granted because MERS has no legal standing as "nominee" and/or MLMI Trust has failed to allege a proper execution and delivery of an endorsement of the note and/or mortgage and/or assignment of the cause of action alleged into this Plaintiff. In the alternative each assignment and/or endorsement on the note was not properly executed and delivered and/or improperly executed and delivered by a person or entity that lacked the right, capacity and/or authority to do so.

37. Therefore, and/or in addition and/or the alternative, Plaintiff is estopped or has waived its right to foreclose because he has failed to properly plead a cause of action and or has failed to seek the right to enforce the lost negotiable instrument, and so cannot enforce same, and or

is otherwise before the Court with unclean hands.

WHEREFORE, Mr. Colombo prays that this Honorable Court dismiss this action in toto with prejudice, ordering that MLMI Trust or its servicers including Nationstar take nothing by this action; award Mr. Colombo costs and reasonable attorney's fees as provided by the Mortgage and Note and Fla. Stat. 57.105(7), cancel the mortgage and note, or alternatively exercise its equitable authority in a mortgage foreclosure action and modify the terms of the mortgage and note, and grant such other relief as this Court deems just and proper.

EIGHTH AFFIRMATIVE DEFENSE

38. The limitation period has expired from the date of acceleration of the note and or mortgage as follows;

39. On September 23, 2008, MLMI Trust brought its first action styled Lasalle Bank N.A. as Trustee for the MLMI Trust Series 2006-MLNI, vs. Peter Colombo & Lori Colombo Case No.:502008CA029465 AW (hereinafter "Foreclosure Case #1").

40. On September 7, 2012, in Case #1 [DE #45] the Colombos filed and served a Rule 1.420(e) Notice of No Record Activity.

41. On November 19, 2012, in Foreclosure Case #1 [DE #46] the Colombos filed and served a Motion to Dismiss for No Record Activity.

42. On November 14, 2013 in Case #1 [DE #56], the Court heard and granted the Colombo's Motion to Dismiss and on Nov. 15, 2013 [DE #57], the Clerk entered the order dismissing the action, recorded at Book 26459 Page 536 official records of Palm Beach County FL.

43. On January 15, 2014 in Case #1 [DE #63], the Court denied the MLMI Trust's Motion to Vacate the November 15, 2013 [DE #57] order dismissing the action.

44. A copy of the Case #1 Complaint and DE 57 dismissal are attached hereto as Ex. 1 and 2.

45. MLMI Trust filed this action on the same mortgage and note.

46. Accordingly, the five year limitation to enforce all or part of the installment debt has expired under Fla. Stat. §95.1 1(2)(b) ("A legal or equitable action on a contract, obligation, or liability founded on a written instrument..."), and Fla. Stat. §95.1 1(2)(c) ("An action to foreclose a mortgage.").

47. In Bartram v. US Bank NA., 211 So. 3d 1009 (Fla. 2016) held that the Case #1 dismissal reinstated the installment nature of the promissory note, but it prohibited the lender from basing the new alleged default on a payment that was more than 5 years from the date of the new action and prohibited the lender from collecting any of the installment debt more than five years prior to the filing of Case #2:

"Here, the Bank's first foreclosure action was involuntarily dismissed, and therefore there was no judicial determination that a default actually occurred. Thus, even if the note had been accelerated through the Bank's foreclosure complaint, the dismissal of the foreclosure action had the effect of revoking the acceleration. By the express terms of the reinstatement provision, if, in the month after the dismissal of the foreclosure action, Bartram began to make monthly payments on the note, the Bank could not have subsequently accelerated the entire note until there were future defaults. Once there were future defaults, however, the Bank had the right to file a subsequent foreclosure action -- and to seek acceleration of all sums due under the note -- so long as the foreclosure action was based on a subsequent default, and the statute of limitations had not run on that particular default."

48. Accordingly, the Complaint and attachments establish that the 5-year limitation period established by Fla. Stat. § 95.11(b) (action on a contract-the promissory note) and Fla. Stat. 95.11(c) (foreclose the mortgage) have expired as interpreted by the Supreme Court in Bartram, and the Court must dismiss this action based on Bartram, Fla. Stat. §95.11(b) (action on a contract - the promissory note) and Fla. Stat. 95.11(c) (foreclose the mortgage).

WHEREFORE, Mr. Colombo prays on the basis of Affirmative Defenses One through Eight that this Honorable Court take jurisdiction of this case; order an accounting under the mortgage and note of all money collected and paid out by MLMI -1 Trust or its servicers including Nationstar and/or MERS and its assignors, declare that MLN11 Trust as the breaching party relieved Mr. Colombo from performing under the contract, including the making of installment payments during the time that MLN1 - 1 Trust refused to accept the correct payments through dismissal of this action, restore and/or return any and all overpayments made by Mr. Colombo and/or improperly paid out by MLMI Trust or its servicers including Nationstar and/or MERS and their assignors, dismiss MLMI Trust's complaint with prejudice, decline to reestablish the note, and/or decline to enforce the note as pled, order that Mr. Colombo may begin to make monthly payments on the note with the lower escrow payment after dismissal and order that in the event Mr. Colombo begins to make the monthly payment with the lower escrow payment that MLMI Trust cannot subsequently accelerate the entire note until there were future defaults, alternately order that the Plaintiff modify the terms of the note and the mortgage based on the Court's equitable authority in a mortgage foreclosure action by extending the term of the mortgage and note by the time period that MLMI Trust refused to accept monthly payments up to the dismissal of the action and allow Mr. Colombo to begin monthly payments on the note with the lower escrow payment after dismissal, and award costs and reasonable attorney fees as provided by the Mortgage and Note and the attorney fees reciprocity of Fla. Ch.§57.015(7), modify cancel the mortgage and note, and grant such other relief as this Court deems just and proper.

FOURTH AMENDED COUNTERCLAIM

Defendant/Plaintiff-in-Counterclaim Peter A. Colombo (hereafter "Colombo"), on behalf of

himself and all others similarly situated, by and through undersigned counsel, brings this Third Amended Counterclaim against **US BANK TRUST, NA AS TRUSTEE SUCCESSOR IN INTEREST TO BANK OF AMERICA, NATIONAL ASSOCIATION AS TRUSTEE, SUCCESSOR BY MERGER TO LASALLE BANK NATIONAL ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTOR TRUST MORTGAGE LOAN ASSET- BACKED CERTIFICATE SERIES 2006-MLN-I** (hereafter "MLMI Trust") and **NATIONSTAR MORTGAGE LLC**, now known as "Mr. Cooper" (hereafter "Nationstar" or "Mr. Cooper")") and alleges the following:

49. This is a counterclaim against MLMI Trust as owner and or holder of the mortgage and note and its servicer "Nationstar" now known as "Mr. Cooper" for both damages in excess of Fifty Thousand (\$50,000.00) Dollars and equitable relief in the form of injunctive relief.

50. During the time Nationstar serviced the mortgage loan, Plaintiff- in- Counterclaim Peter A. Colombo was a resident of Palm Beach County, Florida. The subject property was and is located in Palm Beach County, Florida.

51. Defendant-in-Counterclaim MLMI Trust is a Delaware statutory trust doing business in Palm Beach County, Florida. MLMI Trust was formed on or about September 29, 2006, and consists of a pool of mortgage loans having an aggregate initial principal balance of approximately \$787,216,100.

52. Defendant-in-Counterclaim Nationstar is a Texas Limited Liability Company authorized to do business in Florida and doing business in Palm Beach County, Florida, for the purpose of originating, acquiring and investing in, servicing marketing and selling residential mortgage loans. Nationstar has agreed that it is bound by the express provisions of the mortgage

contract memorialized by Court Order dated February 23, 2018 Docket Entry #57.

53. At all times material hereto, Defendant-in-Counterclaim MLMI Trust is the principal of its servicer, Defendant-in-Counterclaim, Nationstar, now known as Mr. Cooper and Nationstar/ Mr. Cooper was and is the agent of MLMI Trust.

GENERAL ALLEGATIONS - INTRODUCTORY

54. Mr. Colombo, adopts, re-alleges and re-affirms the material allegations of Paragraphs 49 through 53 as though full alleged herein and further alleges a follows; to wit,

55. Mr. Colombo is the title owner and mortgagor of the property subject to this action to foreclose and this Fourth Amended Counterclaim (the "Colombo Property").

56. The Promissory Note and Mortgage is a standard FANNIE MAE/FREDDIE MAC form of a Promissory Note and Mortgage for borrowers in the State of Florida.

57. The present servicer of the Colombo loan and the servicer at the time of the current foreclosure complaint was and is Nationstar now known as "Mr. Cooper".

58. Under the standard form note and mortgage agreements entered into by Mr. Colombo, all rights and obligations contained therein were subject to the requirements and limitations of Florida law.

59. MLMI Trust and/or its servicer Nationstar illegally and unfairly charged and collected or attempted to collect from Colombo "property inspections" including but not limited to property inspections that did not occur because the inspector made no attempt to gain access to the property.

60. MLMI Trust and/or its servicer Nationstar illegally and unfairly charged and collected or attempted to collect from Colombo Legal Fees of \$5,068, which sum included \$390.00 for service of process fees of an unknown tenant which in itself is invalid, but in addition the Legal Fees and

costs are improper because these fees were incurred in a prior unsuccessful foreclosure as described herein.

61. MLMI Trust and/or its servicer Nationstar illegally and unfairly charged and collected or attempted to collect from Colombo "Maintenance" in the amount of \$600 when no maintenance was performed.

62. Through this Counterclaim, Colombo seeks to hold MLMI Trust, and/or its servicer Nationstar now known as Mr. Cooper to the applicable legal standards and stop the practice of automatically ordering and assessing the above described unfair and excessive fees for property inspections, legal fees, maintenance and service of process fees. The Counterclaim also seeks to require MLMI Trust and/or Nationstar now known as Mr. Cooper to abide by the laws regarding their debt collection activities.

63. This Counterclaim arises from a conduct undertaken by Counter-defendant MLMI Trust and/or its servicer Counter-defendant Nationstar now know as Mr. Cooper to charge fees to borrowers for (1) inspections that did not occur as alleged above; (2) service of process on "Unknown [Tenants]"; (3) Legal fees and costs that were incurred in a prior unsuccessful foreclosure action where neither attorney fees nor costs were awarded to Nationstar; and, (4) maintenance that was never performed. These improper charges were communicated by Nationstar to borrowers like Colombo through the Mortgage Loan Statement which is a debt collection communication.

64. Due to the high volume of loans Nationstar now known as Mr. Cooper services in addition to the loans it services for MLN1 1 Trust, tens of thousands of borrowers have been victims of these above described practices.

65. Colombo and Class members are harmed by the improper pass through of the above

described inspection charges, service of process charges, the improper legal fees charges because as a result of the additional fees, and improper maintenance charges, the costs to redeem the property from the mortgage lien, and or the amount necessary to satisfy or pay the debt increases and/or reduces the equity in the mortgaged property.

66. As a result, MLMI Trust and/or Nationstar, as servicing agent for MLMI Trust and/or for other mortgage note and holders, collected or attempted to collect from Colombo and the Class members the above described unreasonable, and unnecessary fees which increased Colombo's and the Class members' debt obligations without justification.

67. The mortgages at issue here contain largely uniform obligations and requirements for Loan Servicers in regards to residential home mortgage loans, meaning loans secured by the consumer's primary or secondary home, originated in Florida and using the standardized Fannie Mae/Freddie Mac Security Instrument.

68. Defendant Colombo has a mortgage utilizing the standard Fannie/Freddie Mortgage forms which forms are standardized for the State of Florida.

69. Colombo's mortgage Para. 7 and the standard Fannie/Freddie mortgage requires the lender make "reasonable" inspections, and at Para. 9, limits the fees and charges to those that are reasonable. See Colombo Mortgage, Paras. 7 & 9.

70. Colombo's mortgage Para. 22 governs the fees and charges that a lender can collect from the borrower when the borrower desires to pay off the mortgage, or the fees and charges that the lender can collect to satisfy the debt.

71. Nationstar now known as Mr. Cooper likewise as servicing agent for MLMI Trust and other mortgagees seek to collect from and pass on to borrowers fees and charges for the loans it

services like MLMI Trust for: (1) property inspections that did not occur as alleged above; (2) service of process fees on "Unknown [Tenants]"; (3) legal fees and costs such as service of process that were incurred in a prior unsuccessful foreclosure action where neither attorney fees nor costs were awarded to Nationstar, then demanding that the borrower pay these fees and charges as a condition to satisfy the debt through debt collection documents identified as monthly mortgage loan statements.¹

72. Mr. Colombo has retained the undersigned law firms to represent him in this action and agreed to pay his undersigned counsel a reasonable fee for their services and reimburse them for all costs incurred by them in the prosecution and defense of the claims contained in this action.

**SPECIFIC FACTS AS TO COLOMBO INDIVIDUALLY,
AND AS PUTATIVE CLASS REPRESENTATIVE**

73. Sometime before May 9, 2006, Mr. Colombo was introduced to Mortgage Lender's Network USA Inc. (hereinafter "MLN USA") as a lender.

74. On May 9, 2006, MLN USA, extended credit to Mr. Colombo secured by Mr. Colombo's property. Mr. Colombo used the funds from the transaction extended by MLN USA primarily for personal family or household use.

75. The mortgage that MLMI Trust attached to its Verified Complaint identifies MLN USA as the "Lender" (Para. "(C)") and shows that the "nominee" of the Lender was identified as "Mortgage Electronic Registrations Systems, Inc." (hereinafter "MERS"), as is customary with a "MERS" mortgage.

76. In September 2008, LaSalle Bank, N.A., as Trustee, etc. brought a foreclosure action

¹ Some of the depositions in this case used or referred to the phrase "mortgage account statement" to identify the Colombo mortgage loan statements.

against Mr. Colombo styled LASALLE BANK, N.A., AS TRUSTEE FOR THE MLMI TRUST SERIES 2006- MLNI vs. PETER A. COLOMBO, LORICOLOMBO, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., FOR MORTGAGE LENDERS NETWORK USA, INC., MIN NO. 100261030300606331; SEMINOLE LAKES HOMEOWNER'S ASSOCIATION, INC.; 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; Case No. 502008CA029465 AW. (See Exhibit # 1, Complaint, Hereafter "Case #1").

77. On November 14, 2013 the Court heard and granted Colombo's Motion to Dismiss Case #1 for lack of prosecution. On November 15, 2013, the Honorable Richard L. Oftedal entered the Court's written Order dismissing the action for lack of prosecution. (See Exhibit #2).

78. On January 15, 2014 the Court denied MLMI Trust's Motion to Vacate the November 15, 2013 Order dismissing the Case #1 action for lack of prosecution [DE 63].

79. On October 17, 2014 the Court entered an Agreed Order Awarding Fees and Costs incurred by Colombo to his attorney, James A. Bonfiglio. (See attached Order, Exhibit #3). Neither LaSalle Bank nor any other servicer or lender was awarded any attorney's fees or costs in Case #1.

80. On August 16, 2016 Nationstar sent to Colombo a notice of intent to accelerate the loan leading to the instant foreclosure. (See attached Exhibit # 4).

81. On January 16, 2017, MLMI Trust brought the current foreclosure action against Colombo, Case number 502017CA000532XXXXMBAB (Hereinafter "Case #2"). This action is based on the same promissory note and mortgage of the previous Case #1 foreclosure action, which

was involuntarily dismissed by the Court Order of November 15, 2013, (Exhibit #2.).

82. On February 14, 2017, Nationstar sent to Colombo a mortgage loan statement listing, among other charges, "Legal Fees" paid by the lender of \$5,068, "Property Inspections" in the amount of \$761 and "Maintenance" in the amount of \$600. (See Exhibit #5). It was Nationstar's practice and policy to add these improper charges to the borrower's debt as it did to Colombo. The mortgage loan statement attempted to collect improper unreasonable and excessive charges in violation of the mortgage contract, Florida and Federal law, and contained the following language:

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

83. On March 29, 2017, Mr. Colombo sent a notice to MLMI Trust and Nationstar that he protested, objected to and disputed these "Legal Fees," "Property Inspection" and "Maintenance" charges as neither necessary, nor reasonable, nor authorized under the mortgage or note and demanded they be removed from Colombo's account. Thus Colombo has complied with all conditions precedent to this action or they have been waived.

84. Nationstar and then Mr. Cooper continued to send Colombo mortgage loan statements that continued to demand that Colombo pay the following charges for attorney's fees costs and title examination in the total amount necessary to satisfy the debt, under the mortgage Para. 22 :

a. Exhibit #5 Mortgage Loan Statement 02/14/2017 Nationstar Lender Paid Expense

Summary Box Totals:

i. Legal Fees - \$5,068.00, which sum included a fee for service of process on unknown tenants and title examination from Case #1 that was an unsuccessful foreclosure action;

ii. Property Inspections - \$761.00

iii. Maintenance - \$600.00

b. Exhibit #6 Mortgage Loan Statement 08/15/2017 Nationstar Lender Paid Expense

Summary Box Totals:

i. Legal Fees - \$10,321.70 (which sum included \$5,068.00 from Exh. #5);

ii. Property Inspections - \$836.00

iii. Maintenance - \$825.00

c. Exhibit #7 Mortgage Loan Statement 11/14/2017 Mr. Cooper Lender Paid Expenses

Box Totals:

i. Legal Fees - \$10,321.70;

ii. Property Inspections - \$881.00

iii. Maintenance - \$825.00.

d. Exhibit #8 Mortgage Loan Statement 12/13/2017 Mr. Cooper Lender Paid Expenses

Box Totals:

i. Legal Fees - \$10,321.70;

ii. Property Inspections - \$896.00

iii. Maintenance - \$825.00.

85. In each of the above Mortgage Loan Statement, Mr. Cooper and its forerunner Nationstar demanded that Colombo pay \$5,068.00 then \$10,321.70 as legal fees and costs which were added to the debt under the mortgage Para. 22 which charges included legal fees and service of process fees on "unknown tenants" and title examinations that MLMI Trust incurred as a result of losing Case #1.

86. The above described demands to pay these illegal and or improper charges were

communicated to the debtor through the Mortgage Loan Statement debt collection letters in the Nationstar Lender Paid Expense Summary Box Totals in Exh. #5 and #6 and the Mr. Cooper Lender Paid Expenses Box which were further hidden in the Exh. #7 "Acceleration Amount Due \$434,670.72" and Exh. #8 "Acceleration Amount Due \$438,670.90".

87. The Exh #5 & Exh. #6 Mortgage Loan Statement specifically identifies Nationstar as a debt collector, and that the purpose of the Mortgage Loan Statement is to collect a debt. The Exh #5 & 6 Mortgage Loan Statement state:

NATIONSTAR IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TOP COLLECT A DEBT AND THAT ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

88. The Exh. #7 & Exh. #8 Mortgage Loan Statement specifically identifies Nationstar d/b/a Mr. Cooper as a debt collector, and that the purpose of the Mortgage Loan Statement is to collect a debt. The Exh #7 & 8 Mortgage Loan Statement state:

NATIONSTAR MORTGAGE LLC d/b/a Mr. Cooper is a debt collector. This is an attempt top collect a debt and that any information obtained will be used for that purpose.

89. Exh. #5 through #8 have other indicia of debt collection including the use of a payment coupon, alternate methods to pay the amounts demanded, and that Nationstar or Mr. Cooper may report the borrower's account to collection bureaus.

90. Accordingly MLMI Trust and/or Nationstar as the servicing agent for MLMI Trust is attempting to improperly add to Colombo's debt and to his outstanding loan balance, attorney's fees and costs incurred in the unsuccessful foreclosure, Case No. 502008CA029465XXXXMBAW, that was dismissed by the Court for lack of prosecution (see Ex.# 2), and for property inspections that were not performed, and for maintenance charges when no maintenance was done.

91. The note Para. 6 E and mortgage Para. 22 attached to the Complaint provide for one

way reimbursement for attorney's fees and costs when the non-breaching party to the contract successfully litigates against the breaching party to the contract. In 1988 the Florida Legislature adopted Fla. Stat. 57.105(7) which states:

“If a contract contains a provision allowing attorney's fees to a party when he or she is required to take any action to enforce the contract, the court may also allow a reasonable attorney's fees to the other party when that party prevails in any action, whether as plaintiff or defendant with respect to the contract. This Subsection applies to any contract entered into on or after October 1, 1988. (Emphasis supplied.)

92. Therefore, as is typical with standard FANNIE MAE and FREDDIE MAC forms the mortgagee is entitled to attorney's fees and costs if the borrower defaults on the note secured by the mortgage and the lender/servicer is the prevailing party when it brings an action to foreclose on the mortgage. However, there is no statute, rule or applicable law that would permit a lender or servicer to collect its fees and costs which were incurred in a prior foreclosure action where the borrower was the prevailing party and/or where the lender/servicer was not the prevailing party.

93. It is the routine practice and policy of Nationstar now known as Mr. Cooper, when it is the servicer for a lender/mortgagee such as MLMI Trust, to seek legal fees including service of process fees for unknown parties, which were incurred in a prior unsuccessful foreclosure action, where Nationstar was not awarded legal fees and costs and was not the prevailing party as provided by Fla. Stat. 57.105(7), as what occurred to Colombo in the prior foreclosure action Case #1.

94. It is the practice and procedure of MLMI Trust and/or Nationstar as servicing agent for MLMI Trust and/or Nationstar as servicing agent for other mortgagees it services, to add on to the debt of the borrower and/or reduced the equity in the mortgaged property and to include in his or her “accelerated amount” these improper attorney's fees and costs, improper service of process fees, property inspection charges and maintenance and/or service fees.

CLASS ALLEGATIONS

95. Colombo re-adopts, re-alleges, and reaffirms the material allegations of Paragraphs 49 through 53 and 55-94 as though full alleged herein and further alleges a follows; to wit,

96. This class action is brought pursuant to the Florida Rule of Civil Procedure 1.220 by Mr. Colombo on behalf of himself and the following class:

a. All persons whose Florida mortgage and note contracts are being serviced by Nationstar Mortgage, LLC, now known as Mr. Cooper acting as the service agent of MLMI Trust and/or other mortgagees or their assignees where the note and mortgage is a standard form Fannie Mae/Freddie Mac mortgage contract and where Nationstar now known as Mr. Cooper has collected or has attempted to collect the following through the use of debt collection demands in the borrower's mortgage loan statements:

- i. improper property inspection fees when no property inspection took place; and/or
- ii. maintenance and/or service fees where no maintenance or service was performed; and/or,
- iii. Legal fees and costs that were incurred in a prior unsuccessful foreclosure action where neither attorney fees nor costs were awarded to Nationstar; and /or
- iv. Service of Process fees and charges for service of process on "Unknown Tenants" and or unknown spouses or unknown heirs and passed, that fee or charge to the borrower which service of process is invalid and does not start an action on a party in Florida.

97. Numerosity. On May 17, 2019 Docket Entry 187 MLMI Trust and Nationstar

stipulated to numerosity. The servicer Nationstar is the second largest non-bank loan servicer in the United States. On this basis, the Plaintiffs believe that the Class encompasses thousands of individuals. Florida is a highly populated state where Nationstar has significant operations and a large loan servicing portfolio. Therefore, the proposed Class is so numerous that joinder of all members is impracticable. The members of the class will be easily ascertained from the records of the Defendant.

98. Commonality. All members of the class have been subject to and affected by MLMI Trust and/or its servicer Nationstar's practices detailed herein. There are questions of law and fact that are common to the class, that predominate over any questions affecting any individual members and a class action is the superior method for fair and efficient adjudication of the controversy, including, inter alia, the following:

- a. Whether the MLMI Trust and/or Nationstar, acting as the servicing agent for the MLMI Trust and/or for other mortgagees or their assignees, collected or attempted to collect from Colombo and members of the Class property inspection fees where no property inspection took place;
- b. Whether the MLMI Trust and/or Nationstar, acting as the servicing agent for the MLMI Trust and/or for other mortgagees or their assignees, collected or attempted to collect from Colombo and members of the class, "maintenance" or "service fees" where no maintenance or service took place;
- c. Whether the MLMI Trust and/or Nationstar, acting as the servicing agent for the MLMI Trust and/or for other mortgagees or their assignees, collected or attempted to collect from Colombo and members of the Class legal fees including service of process fees for

unknown parties, which were incurred in a prior unsuccessful foreclosure action, where Nationstar was not awarded legal fees and costs, and was not the prevailing party as provided by Fla. Stat. 57.105(7), as what occurred to Colombo in the prior foreclosure action Case #1;

d. Whether the MLMI Trust and/or Nationstar, acting as the servicing agent for the MLMI Trust and/or for other mortgagees or their assignees, collected or attempted to collect service of process fees and charges for service of process on "Unknown Tenants" such as unknown tenants or unknown spouses or unknown heirs and passed, that fee or charge to the borrower.

e. Whether the MLMI Trust and/or Nationstar, acting as the servicing agent for the MLMI Trust and/or for other mortgagees or their assignees, collected or attempted to collect, the charges in (a) through (d) above, and breached the mortgage and note agreement or breached the covenant of good faith and fair dealing.

f. Whether the MLMI Trust and/or Nationstar, acting as the servicing agent for the MLMI Trust and/or for other mortgagees or their assignees collected or attempted to collect the charges (a) through (d) above, violated the Florida Deceptive and Unfair Trade Practices Act (FDUTPA).

g. Whether the MLMI Trust and/or Nationstar, acting as the servicing agent for the MLMI Trust and/or for other mortgagees or their assignees, collected or attempted to collect the charges in (a) through (d) above, violated the Florida Consumer Collection Practices Act (FCCPA).

h. Whether the Court will enter the appropriate injunctive relief to prevent the practices

of (a) through (g) above from continuing.

99. Typicality. The claims of Colombo are typical of the claims of other members of the class who were subjected to the same uniform abusive practices of Nationstar and/or MLMI Trust. Colombo and the class seek identical remedies under identical legal theories, and there is no antagonism or material factual variation between Colombo's claims and those of the Class.

100. Adequacy. Colombo is a Florida resident who will fairly and adequately represent the interests of the Class. He is fully cognizant of his responsibilities as a Class Representative, and has retained experienced counsel fully capable of, and intent upon, vigorously pursuing this action and have experience in class actions-in particular, and consumer protection.

101. Colombo brings this action under Rule 1.220(b)(3) because the questions of law and fact common to his claims and the claims of each member of the Class predominate over any question of law or fact affecting only individual members of the Class. Additionally, the prosecution of separate claims, by or against individual members of the Class would create a risk which would, as a practical matter, be dispositive of the interest of other members of the Class who are not parties to the adjudication, or would substantially impair or impede the ability of other members of the Class and the Subclass who are not parties to the adjudication to protect their interests. Class Representation is therefore clearly superior to other available methods for the fair and efficient adjudication of this controversy.

102. Colombo also brings this action under Rule 1.220(b)(2) because MLMI Trust and/or its servicer Nationstar have acted or refused to act on grounds generally applicable to all members of the Class, thereby making final injunctive relief concerning the Class as a whole appropriate. In the absence of injunctive relief, MLMI Trust and/or its servicer Nationstar will continue to violate

Florida statutory and common law. MLMI Trust and/or its servicer Nationstar's conduct towards Colombo and other members of the Class make certification under Rule 1.220 (b)(2) appropriate.

103. The prerequisites to maintaining a class action for injunctive relief exist because (a) if injunctive relief is not granted, great harm and irreparable injury to Colombo and the members of the Class will continue; (b) Colombo and the members of the Class have no adequate remedy at law for the injuries which are threatened to recur; and, (c) without said action from the Court, MLMI Trust and/or Nationstar, will continue to violate state law, and cause damage to Colombo and the class.

**FIRST CLAIM FOR RELIEF VIOLATIONS OF FLORIDA DECEPTIVE AND UNFAIR
TRADE PRACTICES ACT AGAINST THE MLMI TRUST AND NATIONSTAR
NOW KNOWN AS MR. COOPER**

104. Colombo re-adopts, re-alleges, and reaffirms the material allegations of Paragraphs. 49 through 53 and 55-94, and 96 through 103 as though fully alleged herein and further alleges a follows; to wit,

105. MLMI Trust and its servicer Nationstar are engaged in commerce in the State of Florida, as defined by §501.203(8), Florida Statutes, and are therefore subject to the provisions contained in §501.201 et seq., Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act (FDUTPA).

106. Colombo brings this FDUTPA claim on his behalf and on behalf of the Members of the Class.

107. Colombo is a "consumer[s]" as defined by §501.203(7), Florida Statutes, and as such is entitled to the protection of FDUTPA.

108. FDUTPA prohibits unfair methods of competition, unconscionable acts or practices,

and unfair or deceptive acts or practices in the conduct of any trade or commerce.

109. A practice is "deceptive" within the meaning of FDUTPA if it is likely to mislead consumers.

110. A practice is "unfair" within the meaning of FDUTPA if it offends public policy and/or is immoral, unethical, oppressive, unscrupulous or substantially injurious to consumers.

111. As explained herein, charging, collecting or attempting to collect from Colombo and members of the Class excessive and unreasonable property inspections and/or "maintenance" and/or service fees, as well as collecting or attempting to collect for property inspections, maintenance and/or service fees where there were none, constitute an unfair and deceptive practice within the meaning of FDUTPA.

112. Additionally, collecting or attempting to collect as a debt from Colombo and members of the Class, attorney's fees and costs, which were incurred in a prior foreclosure action, which in Colombo's case, Colombo was the prevailing party and the plaintiff did not prevail, and for the members of the Class, the Class member was the prevailing party and/or the lender/servicer did not prevail, also constitutes an unfair and deceptive practice within the meaning of FDUTPA.

113. Similarly, collecting or attempting to collect a debt for title examination costs and other costs that were incurred in a prior foreclosure action which in Colombo's case, Colombo was the prevailing party and the plaintiff did not prevail, and for the members of the Class, the Class member was the prevailing party and or the lender/servicer did not prevail and/or which were incurred prior to the notice of intent to accelerate before the subsequent, or current foreclosure action was filed, also constitutes an unfair and/or deceptive practice within the meaning of FDUTPA.

114. Furthermore collecting or attempting to collect a debt for service of process fees on

Unknown Tenants also constitutes an unfair and/or deceptive practice within the meaning of FDUTPA.

115. Additionally, the MLMI Trust and/or Nationstar, acting as servicing agent for MLMI Trust and/or for other mortgagees or their assignees, used false, deceptive, confusing and misleading statements, and failed to disclose and/or omitted material facts, concerning the propriety of these fees and charges imposed on Colombo and other members of the Class. These practices, as they relate to property inspections and/or maintenance, and/or service fees, and/or attorney's fees, and/or title examination costs, and or service of process fees, were likely to mislead consumers into believing that these charges, fees and costs were justified, thus requiring Colombo and members of the Class to pay these improper fees and costs or have their debt under the note and mortgage increased and/or reduce the equity in the mortgaged property.

116. The MLMI Trust and/or Nationstar, acting as the service agent for MLMI Trust and/or for other mortgagees or their assignees used false, deceptive, confusing and misleading statements and omissions which are significantly injurious to the public and are against public policy. As detailed above, the practices of the MLNI- 1 Trust and/or Nationstar, acting as servicer for MLMI Trust and/or for other mortgagees, are contrary to the general public interest in home ownership, as they make it less likely that borrowers will become current on their mortgage and more likely that they will default on those mortgages and face foreclosure. These acts would allow for recoupment of improper moneys collected and/or set off from amounts due from borrowers.

117. As a direct and proximate result of any or all of the above violations of the Florida Unfair and Deceptive Trade Practices Act, Colombo and each member of the Class have suffered damages by either paying the charges or by having the improper charges and/or attorney's fees added

to their debt either in the final judgment or the satisfaction of the debt, and/or reducing the equity in the mortgaged property thus causing injury to Mr. Colombo and members of the Class.

118. The MLMI Trust and/or Nationstar, acting as servicing agent for MLMI Trust, and/or for other mortgagees or their assignees, is liable to Colombo and each member of the Class for damages, together with all costs of this action, plus reasonable attorney's fees, as provided under Fla. Stat. § 501.211, and §501.2105.

119. Further, pursuant to Fla. Stat. § 501.211, Colombo and each member of the Class seek an order of this court enjoining the MLMI Trust and/or Nationstar, as servicing agent for MLMI Trust, and/or for other mortgagees, from continuing their unfair, unlawful, and/or deceptive acts in the State of Florida, as well as any other injunctive relief as the Court deems appropriate.

WHEREFORE, Colombo prays that this Honorable Court award damages pursuant to §501.211(2), Florida Statutes and further that the Court find that MLMI Trust and/or its servicer Nationstar has engaged in unfair and deceptive business practices, in violation of the FDUTPA as set forth in §501.211(1), Florida Statutes; enter a prohibitive injunction enjoining the MLMI Trust and/or Nationstar from further violations of the FDUTPA and further requiring the return of all ill-gotten gains received by charging said amounts; and/or the reduction of all debt obligations that were caused by charging, collecting or attempting to collect said amounts and award reasonable attorney's fees and costs pursuant to §501.211 Florida Statutes.

**SECOND CLAIM FOR RELIEF VIOLATION OF THE FLORIDA CONSUMER
COLLECTION PRACTICES ACT AGAINST THE MLMI TRUST
AND NATIONSTAR NOW KNOWN AS MR. COOPER**

120. Colombo re-adopts, re-alleges, and reaffirms the material allegations of Paragraphs. 49 through 53, 55-94 and 96 through 103 as though fully alleged herein and further alleges a follows,

121. This claim is brought against MLMI Trust and/or its servicer Nationstar on behalf of Colombo and the Class for damages and injunctive relief on account of their collection practices in violation of the Florida Consumer Collection Practices Act, F.S. § 559.72.

122. In the business of collecting debts and in attempting to collect the debt from Colombo and all members of the Class, the MLMI Trust and/or Nationstar, serving as agent for MLMI Trust and/or for other mortgagees or their assignees, have used the United States mails, telephones and other means and instrumentalities of interstate commerce.

123. Fla. Stat. §559.72(9) states, that in collecting consumer debts, no person shall: (9) Claim, attempt, or threaten to enforce a debt when such person knows that the debt is not legitimate, or assert the existence of some other legal right when such person knows that the right does not exist.

124. Colombo and the members of the Class are "debtors" and "consumers" as defined by F.S. §559.55(2). The MLMI Trust and/or Nationstar, as servicing agent for MLMI Trust and/or for other mortgagees, are "debt collectors" as defined by F.S. §559.55(6).

125. The debts of Colombo and the members of the Class are "consumer debts" as defined by F.S. §559.55(1), in that they are obligations or alleged obligations of a consumer to pay money arising out of a transaction in which the money, property, or services which are the subject of the transaction are primarily for personal, family, or household purposes.

126. The MLMI Trust and/or Nationstar as servicing agent for the MLMI Trust and/or for other mortgagees or their assignees, asserted in communications to Colombo and to members of the class that Nationstar was attempting to collect a debt, which included property inspections that were never performed and/or "maintenance" and/or service fees, which never were performed.

127. Further, the MLMI Trust and/or Nationstar, as servicing agent for the MLMI Trust

and/or for other mortgagees or their assignees has asserted in communications to Colombo and members of the Class that Nationstar was attempting to collect a debt which included "Attorney's Fees and costs against Colombo and members of the Class, incurred in prior foreclosure action where the borrower was the prevailing party and or the lender/servicer was not the prevailing party.

128. Additionally, the MLMI Trust and/or Nationstar, acting as the servicing agent for MLMI Trust and/or for other mortgagees or their assignees, has collected or attempted to collect title examination costs, incurred in a prior foreclosure action where the borrower was the prevailing party and/or the lender/servicer was not the prevailing party.

129. MLMI Trust and/or Nationstar, acting as the servicing agent for MLMI Trust and/or for other mortgagees or their assignees has collected or attempted to collect a debt for service of process fees on Unknown Tenants when such service was invalid.

130. The MLMI Trust and/or Nationstar, as the servicing agent for MLMI Trust and/or for other mortgagees or their assignees knew that these charges were not legitimate and that Colombo and the members of the Class were under no legal obligation to pay these illusory, property inspections, and/or maintenance and/or service fees, and or legal fees and or service of process fees.

131. Also, the MLMI Trust and/or Nationstar, as the service agent for MLMI Trust and/or for other mortgagees or their assignees knew that collecting or attempting to collect attorney's fees for prior foreclosure actions, where the borrower was the prevailing party and/or the lender/servicer was not the prevailing party, was also improper and illegitimate and in contradiction to Florida law and thus violated Florida Statute §559.72(9).

132. Additionally, the MLMI Trust and/or Nationstar, acting as the service agent for MLMI Trust and/or for other mortgagees, knew that collecting or attempting to collect for title

examination costs that were incurred in prior foreclosure actions where the borrower was the prevailing party and/or the lender/servicer was not the prevailing party was improper and illegitimate and thus also violated Florida Statute 559.72(9).

133. Additionally, the MLMI Trust and/or Nationstar, acting as the service agent for MLMI Trust and/or for other mortgagees, knew that collecting or attempting to collect for service of process fees on Unknown Tenants was invalid.

134. Due to the violations of Florida law by the MLMI Trust and/or Nationstar, as the servicing agent for MLMI Trust and/or for other mortgagees, Colombo and the members of the Class have been damaged and are entitled to an award of damages (actual and/or statutory) and injunctive relief under Florida Statute 559.77.

WHEREFORE, Colombo prays the Court award him and the members of the Class damages (actual and/or statutory) and injunctive relief, together with costs and attorney's fees, pursuant to Fla. Stat. §559.77(2). Colombo prays that the MLMI Trust and/or Nationstar be enjoined from any and all further illegal collection practices, and further remove debt obligations from any borrower based on these improper debt collection activities. Further, Colombo requests reasonable attorneys' fees and costs pursuant to Florida Statute §559.77(2), and such other relief as this Court deems just and proper.

**THIRD CLAIM FOR RELIEF - BREACH OF THE MORTGAGE AND/OR BREACH
OF THE COVENANT OF GOOD FAITH AND FAIR DEALING
AGAINST MLMI TRUST AND NATIONSTAR**

135. Colombo re-adopts, re-alleges, and reaffirms the material allegations of Paragraphs. 49 through 53, 55-94, and 96 through 103 as though fully alleged herein and further alleges as follows;

136. Colombo brings this Breach of Contract and/or Breach of the Covenant of Good Faith and Fair Dealing claim on his behalf and on behalf of the members of the Class.

137. MLMI Trust is the owner and holder of the note and mortgage subject to this Counterclaim. Nationstar now known as Mr. Cooper is the servicer for MLMI and/or for other lenders and mortgagees.

138. The mortgage that is attached to the complaint is the standard Fannie Mae/Freddie Mac Uniform Security Instrument, which is similar, if not identical to all of the mortgages for the members of the Class.

139. According to the FannieMae/FreddieMac standard mortgage contracts, when the loan servicer and/or lender acts to protect the property, the loan servicer and/or lender are obligated to do so in a manner that is reasonable and appropriate.

140. Nationstar is bound by the contractual provisions and obligations of this mortgage including Paragraphs 7, 9, 14 and 22.

141. Nationstar, now known as Mr. Cooper acting as the service agent for MLMI Trust and/or for other mortgagees or their assignees ordered numerous property inspections that never took place and charged these fees to the borrowers in their Mortgage Loan Statement debt collection demands.

142. Additionally, Nationstar, acting as the service agent for MLMI Trust and/or for other mortgagees or their assignees also collected or attempted to collect, "Maintenance" and/or "Service Fees", where no maintenance or service occurred, and Colombo and the members of the Class were improperly charged for these nonexistent maintenance and/or service fees.

143. Therefore, Nationstar as the servicing agent for the MLMI Trust and/or for other

mortgagees or their assignees ordered property inspections and collected or attempted to collect for property inspections, and/or maintenance and/or service fees where no such inspections and/or maintenance or service took place.

144. Further, Nationstar as servicing agent for the MLMI Trust and/or for other mortgagees or their assignees also collected or attempted to collect from Colombo and members of the Class, Attorney's Fees and costs that were incurred in a prior foreclosure action, which in Colombo's case, Colombo was the prevailing party and the plaintiff/servicer did not prevail, and for members of the Class where the Class member was the prevailing party and/or the lender/servicer did not prevail.

145. Nationstar as the servicing agent for the MLMI Trust and/or for other mortgagees also has collected or attempted to collect from Colombo and members of the class, title examination costs and other costs that were incurred in a prior foreclosure action, which in Colombo's case, Colombo was the prevailing party and plaintiff/servicer did not prevail, and for the members of the Class where the Class member was the prevailing party and/or the lender/servicer did not prevail.

146. Nationstar as the servicing agent for the MLMI Trust and/or for other mortgagees or their assignees also has collected or attempted to collect from Colombo and members of the class, collected or attempted to collect service of process fees and charges for service of process on "Unknown Tenants" such as unknown tenants or unknown spouses or unknown heirs and charged that fee or charge to the borrower which service of process is invalid.

147. As a result of any or all of these acts mentioned above, the MLMI Trust and/or Nationstar, as servicing agent for the MLMI Trust and/or for other mortgagees, breached the mortgage contract.

148. As a direct and proximate cause of any or all of the breaches of the mortgage by the

MLMI Trust and/or Nationstar, as servicing agent for the MLMI Trust and/or for other mortgagees, Colombo and Class members have suffered damages by having paid improper, unreasonable, excessive and unauthorized charges, fees, and/or costs, or by having their debt obligation under the note and mortgage increased improperly and/or reduced the equity in the mortgaged property.

149. Additionally, under Florida law the standard Fannie Mae and Freddie Mac mortgage agreements contain an implied covenant of good faith and fair dealing.

150. The implied covenant of good faith and fair dealing required each party to the contract to be honest in its dealings and not purposefully to take actions that would unfairly prevent other parties from enjoying their rights or benefits under the contract or disappoint their reasonable expectations.

151. The implied covenant of good faith and fair dealing further requires that when a contract confers decision-making power on a single party, the resulting discretion is nevertheless subject to an obligation that it be exercised in good faith and to observe reasonable limits in exercising that discretion.

152. The MLMI Trust and/or Nationstar, as servicing agent for the MLMI Trust and/or for other mortgagees, breached the covenant of good faith and fair dealing as follows:

- a. Collecting and/or attempting to collect property inspections and/or "maintenance" fees and/or services fees, which were improper, unreasonable and excessive, or were never performed, which have caused damages, by increasing the debt of the loan obligation of Colombo and members of the Class thereby increasing the amount that Colombo and members of the class have to pay to satisfy the debt, or increase the amount to redeem the property from the lien of the mortgage; and/or,

b. Collecting and/or attempting to collect unreasonable and improper attorney's fees and/or costs, including title examination costs, service of process fees for service of process on "Unknown Tenants" and maintenance fees against Colombo and the Class, that are not permitted by the applicable mortgage provisions and Florida law, and which have caused damages, including increasing the debt obligation of Colombo and the members of the Class.

WHEREFORE, Colombo respectfully requests that this Honorable Court to enter judgment in favor of Colombo and the Class and award damages as a result of the MLMI Trust and/or Nationstar's breach of the mortgage agreements and/or breach of the covenant of good faith and fair dealing and to further award Colombo and/or the Class attorney's fees and costs, as provided in the mortgage and note agreement and Florida Statute §57.105(7).

Co-Counsel for Colombo:

James A. Bonfiglio, Esq.
LAW OFFICES OF JAMES A. BONFIGLIO, P.A.
413 W. Boynton Beach Blvd,
Boynton Beach, FL 33435
Tilalawyer@aol.com
JAB@fightforeclosure.com
/s/ James A. Bonfiglio
Fla Bar No.: 288055

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on March 20, 2024, a true and accurate copy of the foregoing was filed with the Clerk of the Court using the State of Florida e-filing system which will send a notice of electronic service to:

Louis M. Silber, Esq.
Allison J. Davis, Esq.
SILBER & DAVIS
1806 Old Okeechobee Road
West Palm Beach, FL 33409
lsilber@silberdavis.com
adavis@silberdavis.com

Jack Scarola, Esq.
SEARCY, DENNEY, SCAROLA,
BARNHARDT & SHIPLEY, P.A.
2139 Palm Beach Lakes Blvd.
West Palm Beach, FL 33409
jsx@searcylaw.com
mmccann@searcylaw.com
scarolateam@searcylaw.com

McGuireWoods LLP
Sara F. Holladay, Esq.
Emily Y. Rottmann, Esq.
Jason R. Bowyer, Esq.
Locke Beatty, Esq. (Admitted Pro Hac Vice)
50 North Laura Street, Ste. 3300
Jacksonville, FL 32202-3661
sholladay@mcguirewoods.com
erottmann@mcguirewoods.com
jbowyer@mcguirewoods.com
lbeatty@mcguirewoods.com
flservice@mcguirewoods.com
Attorneys for Plaintiff CounterDefendant

Becker Poliakoff
Candace Solis, Esq.
2901 SW 149th Ave., Ste. 140
Miramar, FL 33027
Primary: csolis@bplegal.com

EXHIBIT 1

IN THE CIRCUIT COURT FOR PALM BEACH COUNTY,
FLORIDA. CIVIL DIVISION

CASE NO.

50 2008 CA 029465 XXXX MB AW

LASALLE BANK, N.A. AS TRUSTEE FOR THE MLMI
TRUST SERIES 2006-MLN1,

Plaintiff,

vs.

PETER A. COLOMBO; LORI COLOMBO; MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC., FOR
MORTGAGE LENDERS NETWORK USA, INC. MIN NO.
100261030300606331; SEMINOLE LAKES HOMEOWNER'S
ASSOCIATION, INC.; 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.

COMPLAINT

The Plaintiff, LASALLE BANK, N.A. AS TRUSTEE FOR THE MLMI TRUST SERIES
2006-MLN1, sues the Defendants, PETER A. COLOMBO; LORI COLOMBO; MORTGAGE
ELECTRONIC REGISTRATION SYSTEMS, INC., FOR MORTGAGE LENDERS NETWORK USA,
INC. MIN NO. 100261030300606331; SEMINOLE LAKES HOMEOWNER'S ASSOCIATION, INC.;
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, and alleges:

GENERAL ALLEGATIONS

1. JURISDICTION: This is an action for equitable relief or, alternatively, for damages, which
claims are within the subject matter jurisdiction of this Court.

2. VENUE: This is an action that involves parties and property located within the venue of this Court and venue is otherwise proper pursuant to Chapter 47, Florida Statutes.

3. PARTIES: All parties to this action are properly before this Court and this Court has personal jurisdiction over the parties.

4. CONDITIONS PRECEDENT: All conditions precedent to the filing of this action have been met by Plaintiff.

5. FDCPA: Plaintiff hereby provides Defendant(s) with verification notice as required under the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C.A. 1692. If the Defendant(s) request verification of the debt, Plaintiff shall suspend its efforts to collect the debt until Plaintiff mails the requested information to the Defendant(s) requesting the verification. A copy of the notice is attached hereto as Plaintiff's Exhibit "A".

COUNT I

REESTABLISHMENT OF LOST PROMISSORY NOTE

Plaintiff realleges and restates the general allegations as more specifically set forth herein

6. REESTABLISH NOTE: This is an action to reestablish a promissory note in accordance with Florida Statutes 673.3091.

7. OWNER OF NOTE: On or about May 9, 2006, Defendant(s) PETER A. COLOMBO executed a promissory note (the "note") in the principal amount of \$268,000.00. Plaintiff is the owner and holder of the note.

8. ORIGINAL NOTE LOST: The original note has been lost and is not in the custody or control of Plaintiff. The note was continuously in possession and control of Plaintiff's assignor(s) and predecessor(s) from the date of its execution until the loss and has not been paid or otherwise satisfied, assigned or transferred. Plaintiff's assignor(s) and predecessor(s) were in possession of the instrument and entitled to enforce the note when the loss occurred.

9. NO TRANSFER: The loss of possession of the note was not the result of a transfer by the Plaintiff or its assignor(s) and predecessor(s) or a lawful seizure. Plaintiff cannot reasonably obtain possession of the note because its whereabouts cannot be determined.

10. IRREPARABLE HARM: Plaintiff will suffer irreparable harm if the lost note is not reestablished.

11. PARTIES IN INTEREST: The Defendants in the above-styled cause are the only parties known to Plaintiff who are interested for or against the reestablishment of the lost note.

WHEREFORE, Plaintiff prays as follows:

- a) that this Court will take jurisdiction of this cause and the parties hereto;
- b) that this Court will enter a judgment reestablishing the lost note; and
- c) that this Court will grant further relief as in its discretion might be meet and just.

COUNT II

MORTGAGE FORECLOSURE

Plaintiff realleges and restates the general allegations as more specifically set forth herein.

12. FORECLOSURE ACTION: This is an action to foreclose a mortgage on real property (hereinafter the "property") in Palm Beach County, Florida, more particularly described in the mortgage attached hereto as part of composite Exhibit "B"

13. EXECUTION AND DELIVERY OF NOTE & MORTGAGE: On May 9, 2006, Defendant(s), PETER A. COLOMBO executed and delivered a promissory note (the "note"), Defendant(s), PETER A. COLOMBO AND LORI COLOMBO executed and delivered a purchase money mortgage (the "mortgage") securing payment of the same to Mortgage Electronic Registration Systems, Inc. as nominee for Mortgage Lenders Network USA, Inc., which mortgage was recorded in Official Records Book 20410 Page 761, of the public records of Palm Beach County, Florida, and which mortgaged the property. The property was then owned by and in possession of the mortgagor.

14. OWNER OF THE NOTE & MORTGAGE: Plaintiff owns and holds the note and mortgage.

15. OWNER OF THE PROPERTY: The Defendant(s) PETER A. COLOMBO AND LORI COLOMBO, own(s) the property.

16. DEFAULT & ACCELERATION: The Plaintiff has not been paid the payment due June 1, 2008, and all subsequent payments, which has resulted in a default of the note and mortgage. Plaintiff declares the full amount due under the note and mortgage to be accelerated.

17. AMOUNTS DUE: The Plaintiff is owed \$266,526.74 that is due as principal on the note and mortgage, interest from May 1, 2008, costs, advances and expenses as provided in the note and mortgage.

18. ATTORNEYS FEES: Plaintiff has obligated itself to pay the undersigned attorneys a reasonable fee for their services herein and is entitled to recover said fees pursuant to the terms of the note and mortgage.

INFERIOR CLAIMANTS:

19. Defendant(s), MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., FOR MORTGAGE LENDERS NETWORK USA, INC. MIN NO. 100261030300606331, may claim some interest in or lien upon the subject property arising from a mortgage, recorded in Official Records Book 20410 Page 785, of the public records of Palm Beach County, Florida, which mortgage is inferior to Plaintiff's mortgage.

20. Defendant, SEMINOLE LAKES HOMEOWNER'S ASSOCIATION, INC., may claim some interest in or lien upon the subject property arising from (a) unpaid Assessments; and (b) a Claim of Lien recorded in Official Records Book 22586, Page 395, of the public records of Palm Beach County, Florida, which interests are inferior to Plaintiff's mortgage.

21. Defendants, UNKNOWN TENANT NO. 1 and UNKNOWN TENANT NO. 2, fictitious names representing tenants in possession, may claim some interest in the property that is the subject of this foreclosure action by virtue of being in actual possession of same, but any interest said Defendant(s) may claim in the subject property, if any, is subject and inferior to the lien of Plaintiff's mortgage.

22. Defendants, 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, may be interested in the subject matter of this action as unknown spouses, tenants, heirs, devisees, grantees, assignees, lienors, creditors, trustees or other claimants by through, under or against a known person who is dead or not known to be dead or alive or by virtue of any interest in or claim to the property which is the subject of this action or otherwise as the case may be.

WHEREFORE, Plaintiff prays as follows:

- a) That this Court will take jurisdiction of this cause, of the subject matter and the parties hereto.
- b) That this Court ascertain and determine the sums of money due and payable to the Plaintiff from the Defendants.
- c) That the sum of money found to be due as aforesaid be decreed by this Court to be a lien upon the lands described in Plaintiff's mortgage.
- d) That such lien be foreclosed in accordance with the rules and established practice of this Court, and upon failure of the Defendants to pay the amount of money found to be due by them to the Plaintiff, the said land be sold to satisfy said lien.
- e) That this Court decree that the lien of the Plaintiff is superior to any and all right, title or interest of the Defendants herein or any person or parties claiming by, through or under them since the institution of this suit.
- f) That all right, title or interest of the Defendants or any person claiming by, through or under them be forever barred and foreclosed.

.g) That this Court grant general relief in this cause as in its discretion might be meet and just including, but not limited to, a deficiency judgment if the proceeds of the sale are insufficient to pay Plaintiff's claim.

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: Robert A. Smith
Florida Bar No. 116186
Patrice A. Tedesco
Florida Bar No. 0628451
AnneMarie H. Bui
Florida Bar No. 0030143
Ryan J. Cox
Florida Bar No. 0032686
Michael D. Wild
Florida Bar No. 0028643
Tat-Lin Angus
Florida Bar No. 0051909

NOT A CERTIFIED COPY

FAIR DEBT COLLECTION PRACTICES ACT VALIDATION

Re: Creditor: LASALLE BANK, N.A. AS TRUSTEE FOR THE MLMI TRUST SERIES 2006-MLN1
Date: September 23, 2008
Promissory Note and Mortgage dated: May 9, 2006

Debt Owed: As of the date of this verification, you owe \$288,167.10. Because of interest, late charges, attorneys' fees and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call collect (954)-564-0071.

This communication is from a debt collector and this is an attempt to collect a debt owed and any information obtained will be used for that purpose.

Unless you dispute this debt, or any portion of it, within thirty (30) days after you receive this notice, the undersigned law firm will assume that said debt is valid.

If you notify the undersigned attorney in writing within the said thirty (30) day period that the aforesaid debt, or any portion thereof, is disputed, the undersigned attorney will obtain written verification of the debt and mail it to you.

If the above creditor is not your original creditor and you submit a request within the thirty (30) day period for the name and address of the original creditor, we will supply such information to you.

Even though you are required to file a response to the lawsuit prior to the thirty (30) days, your validation rights, as set forth in this notice, shall not expire for the thirty (30) days.

If you do dispute this debt in writing in the thirty (30) day period, we will suspend collection until we send you verification.

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

EXHIBIT "A"

EXHIBIT 2

IN THE CIRCUIT COURT OF THE
FIFTEENTH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH
COUNTY, FLORIDA

CASE NO. 502008CA029465AXXXXMB
FORECLOSURE DIV. AW

LASALLE BANK, N.A. AS TRUSTEE FOR THE
MLMI TRUST SERIES 2006-MLN1
Plaintiff

vs.

PETER COLUOMBO, et.al
Defendants.

2013 NOV 15 AM 11:42
FILED
ARON R. BOCK, CLERK
Palm Beach County
CIVIL 5

ORDER DISMISSING CASE FOR LACK OF PROSECUTION

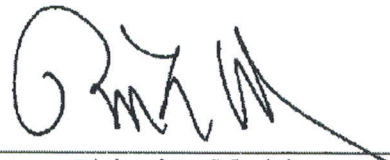
THIS MATTER comes before the court on November 14, 2013 on Defendants' Motion to Dismiss for Lack of Prosecution. Upon a review of the court file and after hearing the argument of counsel, the court makes the following Findings of Fact and Conclusions of Law:

1. On September 23, 2008, Plaintiff filed the above-styled foreclosure action against Defendants Peter and Lori Colombo.
2. On September 5, 2013, the Defendants served upon the Plaintiff a Notice of Lack of Prosecution (the "Notice") prescribed by Rule 1.420 (e), Fla. R. Civ. P. (the "Rule"). At the time of the filing of the Notice there had been no record activity during the preceding 10 months.
3. Following service of the Notice, there was no record activity during the 60 day grace period provided by the Rule, including the five days for mail service.
4. Rule 1.420(e) provides that if there is no record activity for a period of 10 months immediately preceding the service of the Notice "and no record activity occurs within the 60 days immediately following the service of such notice, and if no stay was issued or approved prior to the expiration of such 60 day period, the action shall be dismissed by the court... after reasonable notice to the parties, unless a party shows good cause in writing at least 5 days before the hearing on the motion why the action should remain pending".

5. Plaintiff concedes that there was no record activity during the time provided for by the Rule but relies on the Plaintiff's Show of Good Cause served on October 16, 2013 as grounds for allowing the case to remain open. Plaintiff cites to a change in both counsel and servicer subsequent to the filing of the Notice but fails to state how such changes contributed to or resulted in no activity for more than a calendar year. Plaintiff further argues that a dismissal would result in a new action having to be filed together with the costs and fees associated therewith. None of these reasons constitute "good cause" as a basis for the lack of prosecution in this case.

Accordingly, it is hereby ORDERED and ADJUDGED that Defendants' Motion to Dismiss for Lack of Prosecution is GRANTED and this case is dismissed for lack of prosecution and the lis pendens is discharged.

DONE AND ORDERED in Chambers in Palm Beach County, West Palm Beach, Florida this 15th day of November, 2013.



Richard L. Oftedal
Circuit Judge

Service List:

EB 11/15/13

EXHIBIT 3

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT
IN AND FOR PALM BEACH COUNTY, FLORIDA

LASALLE BANK N.A. AS TRUSTEE
FOR THE MLMI TRUST SERIES 2006-MLNI,

CASE NO.: 08-29465 AW

Plaintiff,
vs.

PETER COLOMBO, LORI COLOMBO
etc., et. ux., et al,

Defendants.

FILED
2014 OCT 20 AM 9:42
STANLEY R. BOON, CLERK
PALM BEACH COUNTY
CIRCUIT CIVIL

**AGREED ORDER AWARDING ATTORNEY FEES AND COSTS INCURRED
BY THE COLOMBOS TO THE LAW OFFICES OF JAMES A. BONFIGLIO**

THIS MATTER came before the Court on October 17, 2014 on the Motion filed by James A. Bonfiglio, Esq., and The Law Offices of James A. Bonfiglio, P.A. (Hereinafter collectively "Bonfiglio") and the Defendants **PETER COLOMBO** and **LORI COLOMBO** (Hereinafter "The Colombos") to determine the amount of taxable attorneys fees and costs and enter a judgment thereon against the Plaintiff, **LASALLE BANK N.A. AS TRUSTEE FOR THE MLMI TRUST SERIES 2006-MLNI**, (Hereinafter "LaSalle") incurred by The Colombos. After review of the court file and based on the agreement of the parties through their counsel, and otherwise being fully advised in the premises,

IT IS THEREFORE ORDERED AND ADJUDGED AS FOLLOWS:


1. The Court finds and determines that the parties have agreed that LaSalle shall pay Bonfiglio, 413 W. Boynton Beach Blvd., Boynton Beach, FL., 33435 the sum of \$27,500.00 within 30 days from the date of this order.
2. This order shall not be recorded nor shall the order act as a cloud on the title to any property owned by LaSalle.
3. In the event that LaSalle timely pays the \$27,500.00, Bonfiglio shall file with the

Court a Notice of Voluntary Dismissal with prejudice directed to the pending costs and fees motion whereupon the clerk shall administratively close this file.

4. However, in the event that LaSalle fails to timely pay the \$27,500.00 to Bonfiglio the parties have further agreed that upon the filing of an affidavit of non-payment by Bonfiglio, The Court shall enter a fully enforceable final judgment against LaSalle in the sum of \$38,000.00. The only defense to the entry of the final judgment shall be timely payment to Bonfiglio.

5. The Court retains jurisdiction to enforce the terms of this order.

DONE AND ORDERED in Chambers at West Palm Beach, Palm Beach County, Florida,
on this 17 day of October, 2014.



Circuit Court Judge

James A. Bonfiglio, Esq., Mailing Address: P.O. Box 1489, Boynton Beach, FL 33425;
Mathew Leider, Esq., Greenspoon Marder P.A., 100 W Cypress Creek Rd Ste 700 Ft. Lauderdale, FL.
33309-2195;
Jeffrey M. Glotzer, Esq., Robertson, Anschutz & Schneid, P.L., 6409 Congress Avenue, Suite 100,
Boca Raton, Florida 33487;
Bank of America, N.A./O Northeast Legal Order Processing, 5701 Horatio St., Utica, NY 13502.

EXHIBIT 4



08/16/2016

Sent Via Certified Mail
5314 7100 1170 0878 6314 68

PETER A COLOMBO
114 CAYO COSTA CT
ROYAL PALM BEACH, FL 33411-4209

Loan Number: [REDACTED] 0598
Property Address: 114 CAYO COSTA CT
ROYAL PALM BEACH, FL 33411

Dear PETER A COLOMBO:

If you are represented by an attorney, please send this notice to your attorney.

Nationstar is the mortgage loan servicer for "U.S. Bank National ASSOCIATION AS TRUSTEE FOR MERRILL LYNCH MORTGAGE INVESTORS TRUST, MORTGAGE LOAN ASSET-BACKED CERTIFICATES, SERIES 2006-MLN1".

This notice is being sent as required by the terms of the security instrument securing your mortgage loan.

Your loan is currently past due for the 02/01/2012 payment and is due for all payments from and including that date. The failure to make these payments is a default under the terms and conditions of the mortgage loan.

As of the date of this letter, total monthly payments (including principal, interest, and escrow, if applicable), late fees, NSF fees, and other fees and advances due under the terms of the loan documents are past due in the amount of \$177,398.47. In order to cure this default, you must pay the total amount due of \$177,398.47 in addition to other amounts that become due from the date of this letter through the date you pay.

On the day that you intend to pay, please call Nationstar at 1-888-480-2432 to request the full amount owed on your account as the amount due on the day that you pay may be greater than stated above, due to interest, late charges, and other charges or credits that may vary from day to day, or may be assessed after the date of this letter. Any advances made by Nationstar subsequent to the date of this letter to protect the lien position and property must be added to the total amount necessary to cure the default. This letter is in no way intended as a payoff statement for your mortgage, it merely states an amount necessary to cure the current delinquency.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



FL NOI
Page 1 of 3

9314 7100 1170 0878 6314 68

All reinstatement payments must be made payable in certified funds, cashier's check or money order(s) and mailed to Nationstar Mortgage LLC, PO Box 650783, Dallas, TX 75265-0783 or overnight delivery to Nationstar Mortgage LLC, Attn. Payment Processing, 1010 W. Mockingbird, Suite 100, Dallas, TX 75247. You may call Nationstar at 1-888-480-2432 if you have questions regarding your account or write to Nationstar Mortgage LLC, 8950 Cypress Waters Boulevard, Coppell, TX 75019.

Unless otherwise required by applicable law, Nationstar is not obligated to accept less than the full amount owed. If you send less than the full amount owed, Nationstar may, in its sole discretion, apply such partial payment without waiving any default or waiving the right to accelerate the mortgage and pursue foreclosure.

\$177,398.47 must be paid by 09/15/2016 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter) in order to cure the default.

Your right to cure this default as referenced herein does not suspend your payment obligations. Pursuant to the terms of the Note, the next payment due on 09/01/2016 is still due on 09/01/2016 (or if said date(s) falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter).

Failure to pay \$177,398.47 by 09/15/2016 (or if said date falls on a Saturday, Sunday, or legal holiday, then on the first business day thereafter), may result in acceleration of the sums secured by the Security Instrument, foreclosure proceedings and sale of the property.

In the event of acceleration, you have the right to reinstate the loan after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense to acceleration and sale.

This default, and any legal action that may occur as a result, may be reported to one or more local and national credit reporting agencies by Nationstar.

If you request in writing, Nationstar will not contact you by phone at your place of employment. Furthermore, if you request in writing not to be contacted, Nationstar will not contact you, except to send statutorily and/or contractually required legal notice(s).

You may have options available to you to help you avoid foreclosure. Please call Nationstar's Foreclosure Prevention Department at 1-888-480-2432 for additional information or to request an interview for the purpose of resolving the past due account. You may also visit <https://www.nationstarmtg.com/PaymentAssistance/> for additional information, to see what options may be available to you, and to submit an application for assistance.

All homeowners are eligible for housing counseling services through the U.S. Department of Housing and Urban Development (HUD). To obtain a list of HUD approved counseling agencies, call 1-888-995-HOPE (4673) or visit <http://www.hud.gov/offices/hsg/sfh/lsc/lcs.cfm>.

Attention Servicemembers and Dependents: Servicemembers on active duty, or a spouse or dependent of such a servicemember, may be entitled to certain protections under the Servicemembers Civil Relief Act ("SCRA") regarding the servicemember's interest rate and the risk of foreclosure. SCRA and certain state laws provide important protections for you, including prohibiting foreclosure without a court order. If you are currently in the military service, or have been within the last 12 months, AND joined after signing the Note and Security Instrument now in default, please notify Nationstar immediately. Please notify us of your active duty status in order to receive an interest rate reduction to 6%. Notice must be received no later than 180 days after your military services ends. It is not necessary to notify us of your military status in order to obtain foreclosure protection; however, we will be better able to assist you if you notify us of your military status as soon as possible. When contacting Nationstar as to your military service, you may be required to provide positive proof as to your military status. Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. Homeowner counseling is also available at Military OneSource (www.militaryonesource.mil);

1-800-342-9647), Armed Forces Legal Assistance (<http://legalassistance.law.af.mil>), and HUD-certified housing counseling agencies (<http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>). You may also call Nationstar toll-free at 1-888-480-2432 if you have questions about your rights under SCRA.

Please disregard this notice if a payment sufficient to cure the default has already been sent.

Sincerely,

John Camillo
Dedicated Loan Specialist
Nationstar Mortgage LLC
1-888-850-9398 ext. 3784742
8950 Cypress Waters Boulevard
Coppell, TX 75019



EXHIBIT 5



RETURN SERVICE ONLY
PLEASE DO NOT SEND MAIL TO THIS ADDRESS
P.O. BOX 619063
DALLAS, TX 75261-9063

MORTGAGE LOAN STATEMENT

CONTACT INFORMATION

Customer Service: 1-888-480-2432
Monday - Thursday: 8 a.m. - 8 p.m. CT
Friday: 8 a.m. - 6 p.m. CT and Saturday: 8 a.m. - 2 p.m. CT
MyNationstar.com

Your Dedicated Loan Specialist is John Camille and can be reached at
(888) 850-9398 EXT. 3784742 or via mail at:
8950 Cypress Waters Blvd, Coppell, TX 75019

7-692-85821-0007971-001-1-000-001-000-000



PETER A COLOMBO
114 CAYO COSTA CT
ROYAL PLM BCH FL 33411-4209



Statement Date:	02/14/2017
Loan Number:	0610180598
Payment Due Date:	03/01/2017
Amount Due:	\$189,308.86
<i>If payment is received on or after 03/12/17, \$0.00 late fee will be charged.</i>	

Property Address:
114 CAYO COSTA CT
ROYAL PALM FL 33411

Account Information

Interest Bearing Principal Balance	\$263,344.55
Interest Rate (Until 07/01/2017)	8.900%
Escrow Balance	-\$17,477.16

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Explanation of Amount Due

Principal	\$96.91
Interest	\$1,953.14
Escrow Amount (for Taxes & Insurance)	\$579.78
Optional Products and Services	\$0.00
Regular Monthly Payment	\$2,629.83
Total Fees and Charges	\$206.14
Overdue Payment(s)	\$186,472.89
Partial Payment (Unapplied)	\$0.00
Total Amount Due	\$189,308.86

Please call Nationstar to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

Lender Paid Expense Summary

	Activity Since Last Statement	Total
Legal Fees	\$0.00	\$5,068.00
Property Inspections (01/22/2017)	\$15.00	\$761.00
Maintenance	\$0.00	\$600.00
Total	\$15.00	\$6,429.00

Past Payment Breakdown

	Payments Rec'd since 01/14/2017	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes & Insurance)	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
Total	\$0.00	\$0.00

Transaction Activity (01/14/2017 to 02/14/2017)

Date	Description	Total	Principal	Interest	Escrow	Other
01/25/2017	Property Inspections	-\$15.00				-\$15.00

Important Messages

(See Reverse side for Additional Critical Notices)

As shown above, your escrow account has a negative balance. This shortage in your escrow account may result in an increase in your monthly escrow payment. We recommend you make additional payments to your escrow to eliminate or reduce the shortage.

"Lender Paid Expenses" are funds paid by Nationstar on your behalf to another company. These expenses may include, but are not limited to, Legal Fees, Property Taxes, Homeowners Insurance, and Property Inspections.

"Total Fees & Charges" include, but are not limited to, phone pay fees, insufficient fund fees, or convenience fees. These fees & charges appear in the "Other" category of the Transaction Detail, if applied since the last billing cycle.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.
DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.



MyNationstar.com

PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON.
PETER A COLOMBO

ACCOUNT NUMBER [REDACTED]	TOTAL AMOUNT DUE* 03/01/2017 \$189,308.86
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE	PAYMENT DUE IF RECEIVED ON OR AFTER 03/12/2017 \$189,308.86

NATIONSTAR MORTGAGE
PO BOX 650783
DALLAS, TX 75265-0783



ADDITIONAL ESCROW \$ _____
**ADDITIONAL PRINCIPAL \$ _____

TOTAL AMOUNT OF YOUR CHECK
DO NOT SEND CASH

**All amounts must be paid in full before additional principal reduction can be made.

06101805980 018930886 018930886

Colombo MAS 0001

IMPORTANT PAYMENT INFORMATION

- It is important to use the remittance stub and envelope provided since both contain computer encoding that will help ensure prompt and accurate posting of payments. Always include your loan number on your check or money order. However, should you not receive your statement, **DO NOT DELAY PAYMENT**; simply write your loan number on your check or money order and mail to the payment address as provided in the **Contact Information** section below.
- Do not send cash or correspondence as this could delay processing. Correspondence should be sent to the address provided in the **Contact Information** section below.
- Please be advised that if your account is delinquent or if there are fees and charges due, your account may not be paid ahead nor may principal reduction payments be applied. When Nationstar Mortgage receives a remittance that is in excess of a payment amount, that excess is applied to your account in accordance with a predetermined sequence: 1) Principal and Interest due; 2) Applicable Escrow amounts; 3) Fees and other charges assessed to your account. Once this sequence has been satisfied, you may give specific instructions as to how you would like excess amounts to be applied to your account by noting your preference on the face of your remittance stub.
- Any lump sum received that is not accompanied by a payoff quote will be applied according to our standard payment application rules. This will not result in satisfaction and reconveyance/release unless amount tendered satisfies all amounts due and owing on the account.
- A Schedule of Fees for Select Services may be found on our website at MyNationstar.com.

SERVICEMEMBER CIVIL RELIEF ACT

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If you are a member of the military who has been called to active duty or received a Permanent Change of Station order and you have not already made us aware, please forward a copy of your orders to us at: Nationstar Mortgage LLC, Attn: Military Families, P.O. Box 619098, Dallas, TX 75261-9741, fax 855-856-0427 or email MilitaryFamilies@nationstar.com. Be sure to include your loan number with the copy of the orders.

Please visit our website at MyNationstar.com for complete details regarding Legal Rights and Protections Under the SCRA.

LATE CHARGES AND OVERDRAFT FEES

Payments received and posted after a grace period will be assessed a late charge. The late charge rate and number of grace days are shown on your Note. Please allow adequate time for postal delays as the receipt and posting date will govern the assessment of a late charge. Partial payments cannot be applied. If a payment is credited to your account and subsequently dishonored by your bank, Nationstar Mortgage will reverse that payment and assess your loan account an insufficient funds fee of up to \$30.00, as permitted by applicable law. (This fee may vary by state.)

HOMEOWNER COUNSELING NOTICE

If your loan is delinquent, you are entitled to receive homeownership counseling form an agency approved by the United States Department of Housing and Urban Development (HUD). A list of the HUD-approved, nonprofit homeownership counseling agencies may be downloaded from the Internet at: <http://www.hud.gov/offices/hsg/ah/hcc/hccprovid.cfm> or by calling the HUD toll free number 1-800-569-4287 (toll free TDD number 1-800-877-8339) to obtain a list of approved nonprofit agencies serving your residential area.

NEW YORK STATE RESIDENTS

For those customers who reside in the state of New York, borrower may file complaints about the Servicer with the New York State Banking Department or may obtain further information by calling the Department's Consumer Help Unit at 1-800-942-3736 or by visiting the Department's website at www.dfs.ny.gov. Nationstar Mortgage LLC is registered with the New York Superintendent of Banks.

Nationstar Mortgage may report your account to the major credit bureaus. Late or missed payments and other delinquencies on your account may reflect on your credit report which can impact your ability to obtain other forms of credit.

PAYMENT OPTIONS

- Auto-Pay** allows you to have your payment automatically debited, each month, from the checking or savings account of your choice. Nationstar Mortgage does not charge a fee to activate this service. Call 1-888-480-2432 for more information or visit our website at MyNationstar.com.
- Online Payment** allows you to log on to your account anytime to make a payment. There is no charge for this service. Log onto MyNationstar.com.
- Speed-Pay** is a pay-by-phone service, which allows you to select the payment processing date. Call 1-888-480-2432. Have your checkbook available to refer to when making your Speed-Pay payment. There will be a fee up to \$19 for this optional service.
- Payment by Mail** Detach the coupon provided with this statement and mail it with your check or money order in the envelope provided. Please write your loan number on your payment and allow adequate time for postal delays as the receipt and posting date will govern the assessment of late charges.
- MoneyGram ExpressPayment** ensures same-day delivery of your payment to Nationstar Mortgage. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Nationstar Mortgage loan number. The **MoneyGram Receive Code** is **1678**. All ExpressPayment transactions require cash. The agent will charge a fee for this service.
- Western Union QuickCollect** ensures same-day delivery of your payment to Nationstar Mortgage. Visit your local Western Union Agent. Call 1-800-325-6000 to locate the one nearest you. Complete the QuickCollect form with your name and Nationstar Mortgage loan number, indicating:

Pay to: Nationstar Mortgage Code City: Astar State: TX

All QuickCollect transactions require cash. Western Union will charge a fee for this service.

NOTICE TO CUSTOMERS MAKING PAYMENTS BY CHECK

Authorization to Convert Your Check: If you send us a check to make your payment, your check may be converted into an electronic fund transfer. An electronic fund transfer is the process in which your financial institution transfers funds electronically from your account to our account. By sending your completed signed check to us, you authorize us to copy your check and use the information from your check to make an electronic funds transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours of our receipt of your check. If the electronic fund transfer cannot be completed because of insufficient funds, you may be assessed an NSF fee in connection with the attempted transaction.

Transaction Information: The electronic fund transfer from your account will be on the account statement you receive from your financial institution. You will not receive your original check back from your financial institution. For security reasons, your original check will be destroyed, but we will keep a secured copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your statement was not properly authorized or is otherwise incorrect. Consumers have protections under the Electronic Fund Transfer Act for any unauthorized or incorrect electronic fund transfer.

CONTACT INFORMATION

- Customer Service:** 1-888-480-2432, Monday through Thursday 8 am - 8 pm CT, Friday 8 am - 6 pm CT, and Saturday 8 am - 2 pm CT. (Calls may be monitored and/or records for quality assurance purposes)
- 24-hour automated account information:** Log on to MyNationstar.com OR call 1-888-480-2432
- Mailing addresses** for Nationstar Mortgage are listed below. Please carefully select the address suited to your needs and remember, sending payments to any address other than the one specifically identified for payments will result in delays and may result in additional fees being assessed to your account.

PAYMENTS:	NOTICE OF ERROR/ INFORMATION REQUEST/ QWR:	OVERNIGHT DELIVERY CORRESPONDENCE:	INSURANCE RENEWALS/ BILLS:	TAX NOTICES/ BILLS:	BANKRUPTCY NOTICES/ PAYMENTS:
P.O. Box 650783 Dallas, TX 75265-0783	P.O. Box 619098 Dallas, TX 75261-9741	8950 Cypress Waters Blvd Coppell, TX 75019	P.O. Box 7729 Springfield, OH 45501-7729 Fax (600) 687-4729	P.O. Box 961229 Fort Worth, TX 76161-0229 Fax (817) 826-1861	P.O. Box 619094 Dallas, TX 75261-9741

***PURSUANT TO RESPA, A "QUALIFIED WRITTEN REQUEST" (QWR) REGARDING THE SERVICING OF YOUR LOAN MUST BE SENT TO THIS ADDRESS:** Nationstar Mortgage, P.O. Box 619098, Dallas, TX 75261-9741, Attn: Customer Relations Officer. A "qualified written request" must comply with the requirements of RESPA, as follows: Qualified written request: defined. (i) A qualified written request means a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer) that includes, or otherwise enables the servicer to identify, the name and account of the borrower, and includes a statement of the reasons that the borrower believes the account is in error, if applicable, or that provides sufficient detail to the servicer regarding information relating to the servicing of the loan sought by the borrower. (ii) A written request does not constitute a qualified written request if it is delivered to a servicer more than 1 year after either the date of transfer of servicing or the date that the mortgage servicing loan amount was paid in full, whichever date is applicable.

Nationstar Mortgage LLC, its affiliates, successors or its assigns or their officers, directors, agents, or employees, are neither liable nor responsible for, or make any representation regarding the products or services offered on any enclosed inserts.

CHANGE OF ADDRESS OR TELEPHONE NUMBER

Check the appropriate box: Mailing Address Telephone Number Loan #: _____

Borrower's Name: _____ Co-Borrower's Name: _____

Borrower's New Address: _____ Co-Borrower's New Address: _____

Authorized Borrower Number(s): _____ Authorized Co-borrower Number(s): _____

Home () _____ Mobile: Yes No _____ Home () _____ Mobile: Yes No _____

Work () _____ Ext. _____ Mobile: Yes No _____ Work () _____ Ext. _____ Mobile: Yes No _____

Other () _____ Mobile: Yes No _____ Other () _____ Mobile: Yes No _____

Signature Required: _____ Signature Required: _____

I consent to being contacted by Nationstar Mortgage LLC at any telephone number I have provided. This includes, but is not limited to, calls from your dialing system to my cellular or mobile telephone.



P.O. BOX 60083
DALLAS, TX 75265

MORTGAGE LOAN STATEMENT - Page 2

CONTACT INFORMATION

Customer Service: 1-888-480-2432
Monday - Thursday: 8 a.m. - 8 p.m. CT
Friday: 8 a.m. - 6 p.m. CT and Saturday: 8 a.m. - 2 p.m. CT
MyNationstar.com

Your Dedicated Loan Specialist is John Camille and can be reached at
(888) 850-9396 EXT. 3784742 or via mail at:
8950 Cypress Waters Blvd, Coppell, TX 75019

7-692-85621-0007971-001-2-000-001-000-000



PETER A COLOMBO
114 CAYO COSTA CT
ROYAL PLM BCH FL 33411-4209

Statement Date:	02/14/2017
Loan Number:	0610180598
Payment Due Date:	03/01/2017
Amount Due:	\$189,308.86

If payment is received on or after 03/12/17, \$0.00 late fee will be charged.

If you do not wish to receive paper statements, simply log into your account at MyNationstar.com and alter your selection to eCorrespondence. ECorrespondence offers convenient monthly email reminders, no lost mail, and archived online access to view or download to your personal computer. You can make your payment online at MyNationstar.com. There is no charge for this service if you schedule your payment within 9 days past your due date.



02/15/2017

- Your loan is currently in the Foreclosure process.
- Please contact us at (888) 850-9398 EXT. 3784742



7-892-85621-0007971-001-3-000-001-000-000

PETER A COLOMBO
114 CAYO COSTA CT
ROYAL PLM BCH FL 33411-4209

RE: Loan Number: 0610180598
Property Address:
114 CAYO COSTA CT
ROYAL PALM, FL 33411

Dear Peter A Colombo:

At Nationstar Mortgage, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

Why am I receiving this letter?

Your mortgage payment is currently past due for 02/01/2017. We have completed the first filing notice required to start the foreclosure process on your account. Here is a recent payment history, and the reason for our concern.

Recent Account History:

- Payment due 09/01/2016: Unpaid balance of \$2,528.22
- Payment due 10/01/2016: Unpaid balance of \$2,528.22
- Payment due 11/01/2016: Unpaid balance of \$2,528.22
- Payment due 12/01/2016: Unpaid balance of \$2,528.22
- Payment due 01/01/2017: Unpaid balance of \$2,528.22
- Payment due 02/01/2017: Unpaid balance of \$2,512.32
- Current payment due 03/01/2017: \$2,629.83

Total: \$189,308.86 due. You must pay this amount to bring your loan current.

Please call Nationstar to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

What do I need to know?

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options.* Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs/cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287
- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

What do I need to do?

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is John Camille and can be reached at (888) 850-9398 EXT. 3784742 or via mail at the address listed above. Our hours of operation are 8am to 8pm (CT), Monday through Thursday, 8am to 6pm (CT), Friday, and 8am to 2pm (CT) on Saturday.

Sincerely,

Nationstar Mortgage LLC
Loss Mitigation Department

*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

45DLQPCSV1214





692-3572-0115F

Legal Rights and Protections Under the SCRA

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-597b) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty.
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds.
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and 90 days thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within 90 days after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.
Nationstar Mortgage, Attn: Military Families, PO Box 619098, Dallas, TX 75261-9741
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- "Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note, however Nationstar reserves the right to exercise the legal rights only against the property securing the original obligation.

EXHIBIT 6



8050 Cypress Waters Blvd. Dallas, TX 75019

Colombo

MORTGAGE LOAN STATEMENT

CONTACT INFORMATION

Customer Service: 888-480-2432
Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT) and Saturday from 8 a.m. to 2 p.m. (CT)
www.mynationstar.com
Your Dedicated Loan Specialist is Carlos Cote and can be reached at (866) 316-2432 EXT. 6862368 or via mail at: 6950 Cypress Waters Blvd., Dallas, TX 75019



0008245 02 MB 0.420 02 TR 00036 RNRGA542 100000
PETER A COLOMBO
C/O LAW OFFICES OF JAMES A. BO
P.O. BOX 1489
BOYNTON BEACH FL 33425



Statement Date: 08/15/2017
Loan Number: 0610180598
Payment Due Date: 09/01/2017
Amount Due: \$204,465.18
If payment is received on or after 09/12/2017, \$0.00 late fee will be charged.

Property Address:
114 CAYO COSTA CT
ROYAL PALM FL 33411

Account Information	
Interest Bearing Principal Balance	\$263,344.55
Interest Rate (Until 07/01/2017)	8.900%
Escrow Balance	-\$21,259.16

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Explanation of Amount Due	
Principal	\$96.91
Interest	\$1,953.14
Escrow Amount (for Taxes & Insurance)	\$579.78
Optional Products and Services	\$0.00
Regular Monthly Payment	\$2,629.83
Total Fees and Charges	\$206.14
Overdue Payment(s)	\$201,629.21
Partial Payment (Unapplied)	\$0.00
Total Amount Due	\$204,465.18

Please call Nationstar to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits

Lender Paid Expense Summary		
	Activity Since Last Statement	Total
Property Inspections (08/11/2017)	\$30.00	\$836.00
Legal Fees	\$0.00	\$10,321.70
Maintenance	\$0.00	\$825.00
Total	\$30.00	\$11,982.70

Past Payment Breakdown		
	Payments Rec'd since 07/14/2017	Paid Year to Date
Principal	\$0.00	\$0.00
Interest	\$0.00	\$0.00
Escrow (Taxes & Insurance)	\$0.00	\$0.00
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)	\$0.00	\$0.00
Total	\$0.00	\$0.00

Transaction Activity (07/14/2017 to 08/15/2017)						
Date	Description	Total	Principal	Interest	Escrow	Other
07/24/2017	Property Inspections	\$15.00				\$15.00
07/21/2017	Property Inspections	-\$15.00				-\$15.00
07/17/2017	Property Inspections	-\$15.00				-\$15.00

Important Messages (See Reverse side for Additional Critical Notices)

As shown above, your escrow account has a negative balance. This shortage in your escrow account may result in an increase in your monthly escrow payment. We recommend you make additional payments to your escrow to eliminate or reduce the shortage.

Lender Paid Expenses are funds paid by Nationstar on your behalf to another company. These expenses may include, but are not limited to, Legal Fees, Property Taxes, Homeowners Insurance, and Property Inspections.

"Total Fees & Charges" include, but are not limited to, phone pay fees, insufficient fund fees, or convenience fees. These fees & charges appear in the "Other" category of the Transaction Detail, if applied since the last billing cycle.

NATIONSTAR IS A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. HOWEVER, IF YOU ARE CURRENTLY IN BANKRUPTCY OR HAVE RECEIVED A DISCHARGE IN BANKRUPTCY, THIS COMMUNICATION IS NOT AN ATTEMPT TO COLLECT A DEBT FROM YOU PERSONALLY TO THE EXTENT THAT IT IS INCLUDED IN YOUR BANKRUPTCY OR HAS BEEN DISCHARGED, BUT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY.

DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.



PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON.

PETER A COLOMBO

NATIONSTAR MORTGAGE
PO BOX 650783
DALLAS, TX 75265-0783

ACCOUNT NUMBER [REDACTED]	TOTAL AMOUNT DUE* 09/01/2017 \$204,465.18
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO NATIONSTAR MORTGAGE*	PAYMENT DUE IF RECEIVED ON OR AFTER 09/12/2017 \$204,465.18

ADDITIONAL ESCROW \$ _____

**ADDITIONAL PRINCIPAL \$ _____

TOTAL AMOUNT OF YOUR CHECK DO NOT SEND CASH

*All amounts must be paid in full before additional principal reduction can be made.

06101805980 020446518 020446518

S 00008245 RNRGA542 001322

IMPORTANT PAYMENT INFORMATION

It is important to use the remittance stub and envelope provided since both contain computer encoding that will help ensure prompt and accurate posting of payments. Always include your loan number on your check or money order. However, should you not receive your statement, DO NOT DELAY PAYMENT, simply write your loan number on your check or money order and mail to the payment address as provided in the Contact Information section below.

Do not send cash or correspondence as this could delay processing. Correspondence should be sent to the address provided in the Contact Information section below.

Please be advised that if your account is delinquent or if there are fees and charges due, your account may not be paid ahead nor may principal reduction payments be applied. When Nationstar Mortgage receives a remittance that is in excess of a payment amount, that excess is applied to your account in accordance with a predetermined sequence: 1) Principal and interest due; 2) Applicable Escrow amounts; 3) Fees and other charges assessed to your account. Once this sequence has been satisfied, you may give specific instructions as to how you would like excess amounts to be applied to your account by noting your preference on the face of your remittance stub.

Any lump sum received that is not accompanied by a payoff quote will be applied according to our standard payment application rules. This will not result in satisfaction and reconveyance/release unless amount tendered satisfies all amounts due and owing on the account.

A Schedule of Fees for Select Services may be found on our website at www.mynationstar.com.

SERVICEMEMBERS CIVIL RELIEF ACT

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty, if you are a member of the military who has been called to active duty or received a Permanent Change of Station order and you have not already made us aware, please forward a copy of your orders to us at: Nationstar Mortgage LLC, Attn: Military Families, P.O. Box 619098, Dallas, TX 75261-9741, fax 855-856-0427 or email MilitaryFamilies@nationstar.com. Be sure to include your loan number with the copy of the orders.

Please visit our website at www.mynationstar.com for complete details regarding Legal Rights and Protections under the SCRA.

LATE CHARGES AND OVERDRAFT FEES

Payments received and posted after a grace period will be assessed a late charge. The late charge rate and number of grace days are shown on your Note. Please allow adequate time for postal delays as the receipt and posting date will govern the assessment of a late charge. Partial payments cannot be applied. If a payment is credited to your account and subsequently dishonored by your bank, Nationstar Mortgage will reverse that payment and assess your loan account an insufficient funds fee of up to \$30.00, as permitted by applicable law. (This fee may vary by state.)








HOMEOWNER COUNSELING NOTICE

If your loan is delinquent, you are entitled to receive homeownership counseling from an agency approved by the United States Department of Housing and Urban Development (HUD). A list of the HUD-approved, nonprofit homeownership counseling agencies may be downloaded from the Internet at: <http://www.hud.gov/offices/hsg/sfh/hcc/hcccot14.cfm> or by calling the HUD toll free number 1-800-569-4287 (toll free TDD number 1-800-877-8339) to obtain a list of approved nonprofit agencies serving your residential area.

NEW YORK STATE RESIDENTS

For those customers who reside in the state of New York, borrower may file complaints about the Services with the New York State Banking Department or may obtain further information by calling the Department's Consumer Help Unit at 1-800-342-3736 or by visiting the Department's website at www.dfs.ny.gov. Nationstar Mortgage LLC is registered with the New York Superintendent of Banks.

PAYMENT OPTIONS

-  **Auto-Pay** allows you to have your payment automatically debited, each month, from the checking or savings account of your choice. Nationstar Mortgage does not charge a fee to activate this service. Call 888-480-2432 for more information or visit our website at www.mynationstar.com.
-  **Online Payment** allows you to log on to your account anytime to make a payment. There is no charge for this service. Log onto www.mynationstar.com.
-  **Automated Phone Payment** is a pay-by-phone service provided through our automated phone system. There may be a fee of up to \$14 for this service. Call 888-480-2432.
-  **Agent Assisted Payment** is a pay-by-phone service provided by a customer service agent. Call 888-480-2432 and speak with an agent. There may be a fee of up to \$19 for this service.
-  **Pay by Mail** Detach the coupon provided with this statement and mail it with your check or money order in the envelope provided. Please write your loan number on your payment and allow adequate time for postal delays as the receipt and posting date will govern the assessment of late charges.
-  **MoneyGram ExpressPayment** ensures same-day delivery of your payment to Nationstar Mortgage. Visit your local MoneyGram Agent. Call 1-800-926-6400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Nationstar Mortgage loan number. The MoneyGram Receive Code is "1678". All ExpressPayment transactions require cash. The agent will charge a fee for this service.
-  **Western Union QuickCollect** ensures same-day delivery of your payment to Nationstar Mortgage. Visit your local Western Union Agent. Call 1-800-325-6000 to locate the one nearest you. Complete the QuickCollect form with your name and Nationstar Mortgage loan number, indicating:

Pay to: Nationstar Mortgage Code City: Astar State: TX

All QuickCollect transactions require cash. Western Union will charge a fee for this service.

NOTICE TO CUSTOMERS MAKING PAYMENTS BY CHECK




Authorization to Convert Your Check: If you send us a check to make your payment, your check may be converted into an electronic fund transfer. An electronic fund transfer is the process in which your financial institution transfers funds electronically from your account to our account. By sending your completed signed check to us, you authorize us to copy your check and use the information from your check to make an electronic funds transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours of our receipt of your check. If the electronic fund transfer cannot be completed because of insufficient funds, you may be assessed an NSF fee in connection with the attempted transaction.

Transaction Information: The electronic fund transfer from your account will be on the account statement you receive from your financial institution. You will not receive your original check back from your financial institution. For security reasons, your original check will be destroyed, but we will keep a secured copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your statement was not properly authorized or is otherwise incorrect. Consumers have protections under the Electronic Fund Transfer Act for any unauthorized or incorrect electronic fund transfer.

CONTACT INFORMATION

-  **Customer Service:** 888-480-2432, Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT) and Saturday from 8 a.m. to 2 p.m. (CT) (Calls may be monitored and/or recorded for quality assurance purposes)
-  **24-hour automated account information:** Log on to www.mynationstar.com OR call 888-480-2432.
-  **Mailing addresses:** for Nationstar Mortgage are listed below. Please carefully select the address suited to your needs and remember, sending payments to any address other than the one specifically identified for payments will result in delays and may result in additional fees being assessed to your account.

PAYMENTS:	NOTICE OF ERROR/ INFORMATION REQUEST/ QWR*	OVERNIGHT DELIVERY CORRESPONDENCE:	INSURANCE RENEWALS/ BILLS:	TAX NOTICES/ BILLS:	BANKRUPTCY NOTICES/ PAYMENTS:
P.O. Box 650783 Dallas, TX 75266-0783	P.O. Box 619098 Dallas, TX 75261-9741	850 Cypress Waters Blvd. Dallas, TX 75019	P.O. Box 7729 Springfield, OH 45501-7729 Fax (800) 687-4729	P.O. Box 961229 Ft Worth, TX 76161-0229 Fax (817) 826-1861	P.O. Box 619094 Dallas, TX 75261-9741

***PURSUANT TO RESPA, A "QUALIFIED WRITTEN REQUEST" (QWR) REGARDING THE SERVICING OF YOUR LOAN, A NOTICE ASSERTING THAT AN ERROR OCCURRED WITH RESPECT TO YOUR LOAN OR A NOTICE REQUESTING INFORMATION WITH RESPECT TO YOUR LOAN MUST BE SENT TO THIS ADDRESS:** Nationstar Mortgage, P.O. Box 619098, Dallas, TX 75261-9741, Attn: Customer Relations Officer. A "qualified written request" must comply with the requirements of RESPA, as follows: Qualified written request, defined. A qualified written request means a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer) that includes, or otherwise enables the servicer to identify, the name and account of the borrower, and includes a statement of the reasons that the borrower believes the account is in error, if applicable, or that provides sufficient detail to the servicer regarding information relating to the servicing of the loan sought by the borrower. A QWR, notice of error or request for information is not timely if it is delivered to a servicer more than 1-year after either the date of transfer of servicing or the date that the mortgage loan is discharged, whichever date is applicable.

Nationstar Mortgage LLC, its affiliates, successors or its assigns or their officers, directors, agents, or employees, are neither liable nor responsible for, or make any representation regarding the products or services offered on any enclosed inserts.

CHANGE OF ADDRESS OR TELEPHONE NUMBER

Check the appropriate box: Mailing Address Telephone Number Loan # _____

Borrower's Name: _____ Co-Borrower's Name: _____

Borrower's New Address: _____ Co-Borrower's New Address: _____

Authorized Borrower Number(s): _____ Authorized Co-Borrower Number(s): _____

Home (____) _____ Mobile: Yes No Home (____) _____ Mobile: Yes No

Work (____) _____ Ext: _____ Mobile: Yes No Work (____) _____ Ext: _____ Mobile: Yes No

Other (____) _____ Mobile: Yes No Other (____) _____ Mobile: Yes No

Signature Required: _____ Signature Required: _____

I consent to being contacted by Nationstar Mortgage LLC at any telephone number I have provided. This includes, but is not limited to, calls from your dialing system to my calculator or mobile telephone.



8950 Cypress Waters Blvd.
Dallas, TX 75019

MORTGAGE STATEMENT - Page 2

CONTACT INFORMATION

Customer Service: 888-480-2432

Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from
7 a.m. to 5 p.m. (CT) and Saturday from 8 a.m. to 2 p.m. (CT)

www.mynationstar.com

Your Dedicated Loan Specialist is Carlos Cota and can be reached
at

(866) 316-2432 EXT. 6662368 or via mail at:
8950 Cypress Waters Blvd., Dallas, TX 75019



PETER A COLOMBO
C/O LAW OFFICES OF JAMES A. BO
P.O. BOX 1489
BOYNTON BEACH FL 33425

Statement Date:	08/15/2017
Loan Number:	0610180598
Payment Due Date:	09/01/2017
Amount Due:	\$204,465.18

If payment is received on or after 09/12/2017, \$0.00 late fee will be charged.

If you do not wish to receive paper statements, simply log into your account at www.mynationstar.com and alter your selection to eCorrespondence. ECorrespondence offers convenient monthly email reminders, no lost mail, and archived online access to view or download to your personal computer.

You can make your payment online at www.mynationstar.com. There is no charge for this service.

00008245 RNRGA542 001323



8950 Cypress Waters Blvd.
Dallas, TX 75019

www.mynationstar.com | 8950 Cypress Waters Blvd. | Dallas, TX 75019



08/15/2017

- Your loan is currently in the Foreclosure process.
- Please contact us at (866) 316-2432 EXT. 6862368

PETER A COLOMBO
C/O LAW OFFICES OF JAMES A. BO
P.O. BOX 1489
BOYNTON BEACH FL 33425

RE: Loan Number: 0610180598
Property Address: 114 CAYO COSTA CT
ROYAL PALM, FL 33411

Dear Peter A Colombo:

At Nationstar Mortgage, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership, even in times of difficulties.

Why am I receiving this letter?

Your mortgage payment is currently past due for 02/01/2012. We have completed the first filing notice required to start the foreclosure process on your account. Here is a recent payment history, and the reason for our concern.

Recent Account History:

- Payment due 03/01/2017: Unpaid balance of \$2,512.32
- Payment due 04/01/2017: Unpaid balance of \$2,512.32
- Payment due 05/01/2017: Unpaid balance of \$2,512.32
- Payment due 06/01/2017: Unpaid balance of \$2,512.32
- Payment due 07/01/2017: Unpaid balance of \$2,553.52
- Payment due 08/01/2017: Unpaid balance of \$2,553.52
- Current payment due 09/01/2017: \$2,629.83

Total: \$204,465.18 due. You must pay this amount to bring your loan current.

Please call Nationstar Mortgage to request the full amount owed on your account as the amount due may be different than stated here due to interest and other charges or credits.

What do I need to know?

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options.* Here are some of the solutions that might be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing and Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287
- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

What do I need to do?

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Carlos Cota and can be reached at (866)-316-2432 EXT. 6862368 or via mail at the address listed above. Our hours of operation are Monday through Thursday from 7 a.m. to 8 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT) and Saturday from 8 a.m. to 2 p.m. (CT).

Sincerely,
Nationstar Mortgage LLC
Loss Mitigation Department

*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



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Legal Rights and Protections Under the SCRA

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-597b) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty.
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds.
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6% during the period of military service and 90 days thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within 90 days after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.
Nationstar Mortgage, Attn: Military Families, PO Box 619098, Dallas, TX 75261-9741
- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>
- "Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note, however Nationstar reserves the right to exercise the legal rights only against the property securing the original obligation.

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EXHIBIT 7



8950 Cypress Waters Blvd.
Dallas, TX 75019

Colombo

MORTGAGE LOAN STATEMENT



STATEMENT DATE
11/14/2017
LOAN NUMBER
0610180598

PAYMENT DUE DATE
12/01/2017
**REINSTATEMENT
AMOUNT DUE
\$212,192.56**

PROPERTY ADDRESS
114 CAYO COSTA CT
ROYAL PALM BEACH, FL
33411

*If payment is received on or
after 12/12/2017, a \$0.00
late fee will be charged.*

0007202 02 MB 0.420 02 TR 00039 RNRGEQH2 100000
PETER A COLOMBO
C/O LAW OFFICES OF JAMES A. BONFIGLIO, PA
P.O. BOX 1489
BOYNTON BEACH FL 33425



QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: 888-480-2432
Mon-Thu 7 a.m. to 8 p.m. (CT)
Fri 7 a.m. to 6 p.m. (CT)
Sat 8 a.m. to 2 p.m. (CT)
www.mrcooper.com

YOUR Dedicated Loan Specialist is:
Carlos Cota
AND CAN BE REACHED AT:
(866) 316-2432 EXT. 6862368
or via mail at:
8950 Cypress Waters Blvd.
Dallas, TX 75019

EXPLANATION OF AMOUNT DUE

CATEGORY	
PRINCIPAL	\$96.91
INTEREST	\$1,953.14
ESCROW AMOUNT (FOR TAXES & INSURANCE)	\$579.78
OPTIONAL PRODUCTS / SERVICES	\$0.00
TOTAL FEES & CHARGES	\$206.14
OVERDUE PAYMENT(S)	\$209,356.59
PARTIAL PAYMENT (UNAPPLIED)	\$0.00
REINSTATEMENT AMOUNT DUE	\$212,192.56
ACCELERATION AMOUNT DUE	\$434,670.72

ACCOUNT OVERVIEW

INTEREST BEARING PRINCIPAL BALANCE
\$263,344.55

INTEREST RATE
8.900%
until 01/01/2018

ESCROW BALANCE
-\$21,259.16

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

PAST PAYMENTS BREAKDOWN

CATEGORY	PAID SINCE 10/14/2017	PAID YEAR TO DATE
PRINCIPAL	\$0.00	\$0.00
INTEREST	\$0.00	\$0.00
ESCROW (TAXES & INSURANCE)	\$0.00	\$0.00
OPTIONAL INSURANCE	\$0.00	\$0.00
FEES & CHARGES	\$0.00	\$0.00
LENDER PAID EXPENSES	\$0.00	\$0.00
PARTIAL PAYMENT (UNAPPLIED)	\$0.00	\$0.00
TOTAL	\$0.00	\$0.00

See page 2 for detailed Lender Paid Expenses Summary

HERE'S SOME HELPFUL INFORMATION (See Page 2 for Additional Critical Notices)

The Reinstatement Amount Due is the amount you must pay as of the date of this billing statement to bring your loan current. Your loan has been accelerated. The Accelerated Amount Due is the approximate payoff as of the date of the billing statement. Neither of these amounts include fees and costs incurred but not yet billed. Please call us to request a reinstatement quote or payoff quote as these amounts will change frequently. We require all reinstatement payments to be made in certified funds through either a cashier's check or money order, made payable and mailed to Nationstar Mortgage LLC d/b/a Mr. Cooper.

Your interest rate is scheduled for review within the next 60 days. Details regarding any possible change will be sent within the next 30 days.

TRANSACTION ACTIVITY (10/14/2017 to 11/14/2017)

DATE	DESCRIPTION	TOTAL	PRINCIPAL	INTEREST	ESCROW	OTHER
11/03/2017	Property inspections	-\$15.00				-\$15.00

Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.

Nationstar Mortgage LLC d/b/a Mr. Cooper is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.

DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.



CHANGING THE FACE OF HOME LOANS www.mrcooper.com

PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON.

PETER A COLOMBO

MR. COOPER
PO BOX 650783
DALLAS, TX 75265-0783



ACCOUNT NUMBER [REDACTED]	REINSTATEMENT AMOUNT DUE* 12/01/2017 \$212,192.56
WRITE YOUR LOAN NUMBER ON YOUR CHECK OR MONEY ORDER AND MAKE PAYABLE TO MR. COOPER*	PAYMENT DUE IF RECEIVED ON OR AFTER 12/12/2017 \$212,192.56

ADDITIONAL ESCROW \$ _____
**ADDITIONAL PRINCIPAL \$ _____

TOTAL AMOUNT OF YOUR CHECK DO NOT SEND CASH

**All amounts must be paid in full before additional principal reduction can be made.

06101805980 021219256 021219256

S 00007202 RNRGEQH2 012126

IMPORTANT PAYMENT INFORMATION

- It is important to use the remittance stub and envelope provided since both contain computer encoding that will help ensure prompt and accurate posting of payments. Always include your loan number on your check or money order. However, should you not receive your statement, DO NOT DELAY PAYMENT. Simply write your loan number on your check or money order and mail to the payment address as provided in the Contact Information section below.
- Do not send cash or correspondence as this could delay processing. Correspondence should be sent to the address provided in the Contact Information section below.
- Please be advised that if your account is delinquent or if there are fees and charges due, your account may not be paid ahead nor may principal reduction payments be applied. When Mr. Cooper receives a remittance that is in excess of a payment amount, that excess is applied to your account in accordance with a predetermined sequence: 1) Principal and Interest; due; 2) Applicable Escrow amounts; 3) Fees and other charges assessed to your account. Once this sequence has been satisfied, you may give specific instructions as to how you would like excess amounts to be applied to your account by noting your preference on the face of your remittance stub.
- A lump sum received that is not accompanied by a payoff quote will be applied according to our standard payment application rules. This will not result in satisfaction and reconveyance/release unless amount tendered satisfies all amounts due and owing on the account.
- A Schedule of Fees for Select Services may be found on our website at www.mrcooper.com.

SERVICEMEMBERS CIVIL RELIEF ACT

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to members of the military who have been called to active duty. If you are a member of the military who has been called to active duty or received a Permanent Change of Station order and you have not already made us aware, please forward a copy of your orders to us at: Mr. Cooper, Attn: Military Families, PO Box 618098, Dallas, TX 75261-9741, fax 855-856-0427 or email MilitaryFamilies@mrcooper.com. Be sure to include your loan number with the copy of the orders. Please visit our website at www.mrcooper.com for complete details regarding Legal Rights and Protections Under the SCRA.

LATE CHARGES AND OVERDRAFT FEES

Payments received and posted after a grace period will be assessed a late charge. The late charge rate and number of grace days are shown on your Note. Please allow adequate time for postal delays as the receipt and posting date will govern the assessment of a late charge. Partial payments cannot be applied. If a payment is credited to your account and subsequently dishonored by your bank, Mr. Cooper will reverse that payment and assess your loan account an insufficient funds fee of up to \$30.00, as permitted by applicable law. (This fee may vary by state.)

HOMEOWNER COUNSELING NOTICE

If your loan is delinquent, you are entitled to receive homeownership counseling from an agency approved by the United States Department of Housing and Urban Development (HUD). A list of the HUD approved, nonprofit homeownership counseling agencies may be downloaded from the Internet at: <http://www.hud.gov/offices/hsg/sfh/hcc/hccprof14.cfm> or by calling the HUD toll free number 1-800-369-4287 (toll free TDD number 1-800-877-8339) to obtain a list of approved nonprofit agencies serving your residential area.

NEW YORK STATE RESIDENTS

For those customers who reside in the state of New York, borrower may file complaints about the Servicer with the New York State Banking Department or may obtain further information by calling the Department's Consumer Help Unit at 1-800-342-3728 or by visiting the Department's website at www.dfs.ny.gov. Mr. Cooper is registered with the New York Superintendent of Banks.

Mr. Cooper may report your account to the major credit bureaus. Late or missed payments and other defaults on your account may reflect on your credit report which can impact your ability to obtain other forms of credit.

PAYMENT OPTIONS

- AUTOPAY** Allows you to have your payment automatically debited, each month, from the checking or savings account of your choice. Mr. Cooper does not charge a fee to activate this service. Call 888-480-2432 for more information or visit our website at www.mrcooper.com.
- ONLINE PAYMENT** Allows you to sign in to your account anytime to make a payment. There is no charge for this service. Sign in to www.mrcooper.com.
- AUTOMATED PHONE PAYMENT** Is a pay-by-phone service provided through our automated phone system. There may be a fee of up to \$14 for this service. Call 888-480-2432.
- AGENT ASSISTED PAYMENT** Is a pay-by-phone service provided by a customer service agent. Call 888-480-2432 and speak with an agent. There may be a fee of up to \$19 for this service.
- PAY BY MAIL** Detach the coupon provided with this statement and mail it with your check or money order in the envelope provided. Please write your loan number on your payment and allow adequate time for postal delays as the receipt and posting date will govern the assessment of late charges. Send payment via express or overnight mail to Mr. Cooper, Attn: Payment Processing - 650783, 1010 W. Mockingbird, Suite 100, Dallas, TX 75247.
- WIRE** You may send payments, via wire transfer, to the following:
Bank Account: XXXXXXXXXX (0Xs equals the borrower loan number with leading zero)
Routing#: 121000248
Bank Name: Wells Fargo Bank, N.A.
Bank Address: 420 Montgomery Street, San Francisco, CA 94104
- HONEYGRAM EXPRESSPAYMENT** Ensures same-day delivery of your payment to Mr. Cooper. Visit your local MoneyGram Agent. Call 1-800-926-9400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Mr. Cooper loan number. The MoneyGram Receive Code is **1678**. All ExpressPayment transactions require cash. The agent will charge a fee for this service.
- WESTERN UNION QUICKCOLLECT** Ensures same-day delivery of your payment to Mr. Cooper. Visit your local Western Union Agent. Call 1-800-328-6003 to locate the one nearest you. Complete the QuickCollect form with your name and Mr. Cooper loan number, indicating:

Pay to: Mr. Cooper Code City: Astar State: TX
All QuickCollect transactions require cash. Western Union will charge a fee for this service.

NOTICE TO CUSTOMERS MAKING PAYMENTS BY CHECK

Authorization to Convert Your Check: If you send us a check to make your payment, your check may be converted into an electronic fund transfer. An electronic fund transfer is the process in which your financial institution transfers funds electronically from your account to our account. By sending your completed signed check to us, you authorize us to copy your check and use the information from your check to make an electronic funds transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours of our receipt of your check. If the electronic fund transfer cannot be completed because of insufficient funds, you may be assessed an NSF fee in connection with the attempted transaction.

Transaction Information: The electronic fund transfer from your account will be on the account statement you receive from your financial institution. You will not receive your original check back from your financial institution. For security reasons, your original check will be destroyed, but we will keep a secured copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your statement was not properly authorized or is otherwise incorrect. Consumers have protections under the Electronic Fund Transfer Act for any unauthorized or incorrect electronic fund transfer.

CONTACT INFORMATION

CUSTOMER SERVICE: 888-480-2432. Monday through Thursday 7 a.m. to 8 p.m. (CT), Friday 7 a.m. to 6 p.m. (CT), and Saturday 8 a.m. to 2 p.m. (CT)
[Calls may be monitored and/or recorded for quality assurance purposes].

24-HOUR AUTOMATED ACCOUNT INFORMATION: Sign in to www.mrcooper.com OR call 888-480-2432.

MAILING ADDRESSES: For Mr. Cooper are listed below. Please carefully select the address suited to your needs and remember, sending payments to any address other than the one specifically identified for payments will result in delays and may result in additional fees being assessed to your account.

PAYMENTS:	NOTICE OF ERROR/ INFORMATION REQUEST/QWR*:	OVERNIGHT DELIVERY CORRESPONDENCE:	INSURANCE RENEWALS/ BILLS:	TAX NOTICES/ BILLS:	BANKRUPTCY NOTICES/ PAYMENTS:
PO Box 650783 Dallas, TX 75265-0783	PO Box 619098 Dallas, TX 75261-9741	8950 Cypress Waters Blvd. Dallas, TX 75019	PO Box 7729 Springfield, OH 45501-7729 Fax 800-687-4729	PO Box 961229 Fort Worth, TX 76161-0229 Fax 817-826-1861	PO Box 619094 Dallas, TX 75261-9741

***PURSUANT TO RESPA, A "QUALIFIED WRITTEN REQUEST" (QWR) REGARDING THE SERVICING OF YOUR LOAN, A NOTICE ASSERTING THAT AN ERROR OCCURRED WITH RESPECT TO YOUR LOAN OR A NOTICE REQUESTING INFORMATION WITH RESPECT TO YOUR LOAN MUST BE SENT TO THIS ADDRESS:** Mr. Cooper PO Box 618098, Dallas, TX 75261-9741, Attn: Customer Relations Officer. A "qualified written request" must comply with the requirements of RESPA, as follows: A qualified written request defined: A qualified written request means a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer) that includes, or otherwise enables the servicer to identify the name and account of the borrower, and includes a statement of the reasons that the borrower believes the account is in error, if applicable, or that provides sufficient detail to the servicer regarding information relating to the servicing of the loan sought by the borrower. A QWR notice of error or request for information is not timely if it is delivered to a servicer more than 1 year after either the date of transfer of servicing or the date that the mortgage loan is discharged, whichever date is applicable.



Mr. Cooper, its affiliates, successors or its assigns or their officers, directors, agents, or employees, are neither liable nor responsible for, or make any representation regarding the products or services offered on any enclosed inserts.

CHANGE OF ADDRESS OR TELEPHONE NUMBER

CHECK THE APPROPRIATE BOX: MAILING ADDRESS TELEPHONE NUMBER: LOAN #

Borrower's Name: _____ Co-Borrower's Name: _____
 Borrower's New Address: _____ Co-Borrower's New Address: _____

Authorized Borrower's Number(s): _____ Authorized Co-Borrower's Number(s): _____
 Home () Mobile: Yes No Home () Mobile: Yes No
 Work () Ext: Mobile: Yes No Work () Ext: Mobile: Yes No
 Other () Mobile: Yes No Other () Mobile: Yes No

I consent to being contacted by Mr. Cooper at any telephone number I have provided. This includes, but is not limited to, calls from your dialing system to my cellular or mobile telephone.



8950 Cypress Waters Blvd.
Dallas, TX 75019

11/14/2017

OUR INFO

CUSTOMER SERVICE
888-480-2432
Mon-Thu 7 a.m. to 8 p.m. (CT)
Fri 7 a.m. to 6 p.m. (CT)
Sat 8 a.m. to 2 p.m. (CT)



ONLINE:
www.mrcooper.com

YOUR INFO

LOAN NUMBER
0610180598
PROPERTY ADDRESS
**114 CAYO COSTA CT
ROYAL PALM BEACH, FL 33411**

PETER A COLOMBO
C/O LAW OFFICES OF JAMES A. BONFIGLIO, PA
P.O. BOX 1489
BOYNTON BEACH, FL 33425

Dear PETER COLOMBO,

At Mr. Cooper, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

Why am I receiving this letter?

As of 11/14/2017, you are 2,114 days delinquent on your mortgage loan. We have completed the first filing notice required to start the foreclosure process on your account. Here is a recent payment history, and the reason for our concern:

RECENT ACCOUNT HISTORY

PAYMENT DUE 06/01/2017: Unpaid balance of \$2,512.32	PAYMENT DUE 09/01/2017: Unpaid balance of \$2,553.52
PAYMENT DUE 07/01/2017: Unpaid balance of \$2,553.52	PAYMENT DUE 10/01/2017: Unpaid balance of \$2,586.93
PAYMENT DUE 08/01/2017: Unpaid balance of \$2,553.52	PAYMENT DUE 11/01/2017: Unpaid balance of \$2,586.93

CURRENT PAYMENT DUE 12/01/2017: \$2,629.83
AS OF 11/14/2017 THE REINSTATEMENT AMOUNT DUE IS \$212,192.56. You must pay this amount to bring your loan current.

The Reinstatement Amount Due is the amount you must pay as of the date of this billing statement to bring your loan current. This amount does not include fees and costs incurred but not yet billed. Please call us to request a reinstatement quote as this amount will change frequently. We require all reinstatement payments to be made in certified funds through either a cashier's check or money order, made payable and mailed to Nationstar Mortgage LLC d/b/a Mr. Cooper.

Your loan recently transferred to Mr. Cooper. Please see your monthly statements from your prior servicer for your 6-month payment history, if the payment history above is less than 6 months.

What do I need to know?

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options. *Here are some of the solutions that may be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing at Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287
- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

What do I need to do?

The sooner we hear from you, the sooner we can help get your homeownership back on track. If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Carlos Cota and can be reached at (866) 316-2432 EXT. 6862368 or via mail at the address listed above. Our hours of operation are Monday through Thursday from 7 a.m. to 9 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT).

Sincerely,
The Loss Mitigation Department at Mr. Cooper
*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.

Nationstar Mortgage LLC d/b/a Mr. Cooper is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



00007202 RMRGECH2 012128



MORTGAGE LOAN STATEMENT

STATEMENT DATE
11/14/2017
LOAN NUMBER
0610180598

PAYMENT DUE DATE
12/01/2017
**REINSTATEMENT
AMOUNT DUE
\$212,192.56**

PROPERTY ADDRESS
**114 CAYO COSTA CT
ROYAL PALM BEACH, FL
33411**

*If payment is received on or
after 12/12/2017, a \$0.00
late fee will be charged.*

LENDER PAID EXPENSES

	LAST STATEMENT	TOTAL
PROPERTY INSPECTIONS (10/13/2017)	\$15.00	\$881.00
LEGAL FEES	\$0.00	\$10,321.70
MAINTENANCE	\$0.00	\$825.00
TOTAL	\$15.00	\$12,027.70

QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: **888-480-2432**
Mon-Thu 7 a.m. to 8 p.m. (CT)
Fri 7 a.m. to 6 p.m. (CT)
Sat 8 a.m. to 2 p.m. (CT)
www.mrcooper.com

YOUR Dedicated Loan Specialist is:
Carlos Cota
AND CAN BE REACHED AT:
(866) 316-2432 EXT. 6862368
or via mail at:
8950 Cypress Waters Blvd.
Dallas, TX 75019

HERE'S SOME HELPFUL INFORMATION

As shown above, your escrow account has a negative balance. This shortage in your escrow account may result in an increase in your monthly escrow payment. We recommend you make additional payments to your escrow to eliminate or reduce the shortage.

Lender Paid Expenses are funds paid by Mr. Cooper on your behalf to another company. These expenses may include, but are not limited to, Legal Fees, Property Taxes, Homeowners Insurance, and Property Inspections.

"Total Fees & Charges" include, but are not limited to, phone pay fees, insufficient fund fees, or convenience fees. These fees & charges appear in the "Other" category of the Transaction Detail, if applied since the last billing cycle.

If you do not wish to receive paper statements, simply log into your account at www.mrcooper.com and alter your selection to eCorrespondence. ECorrespondence offers convenient monthly email reminders, no lost mail, and archived online access to view or download to your personal computer.

You can make your payment online at www.mrcooper.com. There is no charge for this service.

As part of our transformation to Mr. Cooper, we've enhanced your monthly billing statement, making it simpler and easier to read. To learn more, check out the 'how to read your statement' video guide online. Go to www.mrcooper.com/servicing/statements and sign in to your account or find it in the support section of our website at www.mrcooper.com/support/statements/monthly.

00007202 RNRGECH2 012127



It's officially official.
Nationstar
 is now
mr.
cooperSM
 CHANGING THE FACE OF HOME LOANS



Nationstar has now become Mr. Cooper. That means a lot of new programs and features, but no work for you at all. Your loan will remain exactly the same. So will all your account information. We've just made our monthly statements simpler and easy to read. In fact, this is a quick guide to the new look. Check it out.

If you have any questions, please call our highly informed and well-mannered Customer Service folks at **888-480-2432**. (Same number, see how easy this is?) And our old website will even take you to our new one, **www.mrcooper.com**.

00007202 RNRGECH2 01/2/29

mr.
cooperSM
 CHANGING THE FACE OF HOME LOANS



Mr. Cooper is simply a new brand name for Nationstar Mortgage LLC. Nationstar Mortgage LLC is doing business as Nationstar Mortgage LLC d/b/a Mr. Cooper. Mr. Cooper is a service mark of Nationstar Mortgage LLC. All rights reserved.



LEGAL RIGHTS AND PROTECTIONS UNDER THE SCRA

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USCA Section 3901) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty.
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds.
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 % during the period of military service and 90 days thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within 90 days after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.

Mr. Cooper, Attn: Military Families, PO Box 619098, Dallas, TX 75261-9741

- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>.
- "Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note, however Mr. Cooper reserves the right to exercise the legal rights only against the property securing the original obligation.

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EXHIBIT 8



8950 Cypress Waters Blvd. Dallas, TX 75019

Colombo

0009835 02 MB 0.420 02 TR 00054 RNRGE903 100000

PETER A COLOMBO C/O LAW OFFICES OF JAMES A. BONFIGLIO, PA P.O. BOX 1489 BOYNTON BEACH FL 33425



MORTGAGE LOAN STATEMENT



STATEMENT DATE 12/13/2017

PAYMENT DUE DATE 01/01/2018

LOAN NUMBER 0610180598

REINSTATEMENT AMOUNT DUE \$214,854.89

PROPERTY ADDRESS 114 CAYO COSTA CT ROYAL PALM BEACH, FL 33411

If payment is received on or after 01/12/2018, a \$0.00 late fee will be charged.

QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: 888-480-2432 YOUR Dedicated Loan Specialist is: Carlos Cota AND CAN BE REACHED AT: (866) 316-2432 EXT. 6862368 or via mail at: 8950 Cypress Waters Blvd. Dallas, TX 75019

EXPLANATION OF AMOUNT DUE

Table with 2 columns: CATEGORY and amount. Includes PRINCIPAL (\$95.50), INTEREST (\$2,029.95), ESCROW AMOUNT (\$579.78), etc.

ACCOUNT OVERVIEW

Table with 2 columns: ACCOUNT OVERVIEW and amount. Includes INTEREST BEARING PRINCIPAL BALANCE (\$263,344.55), INTEREST RATE (9.250%), ESCROW BALANCE (-\$23,296.90)

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

PAST PAYMENTS BREAKDOWN

Table with 3 columns: CATEGORY, PAID SINCE 11/15/2017, PAID YEAR TO DATE. Includes PRINCIPAL (\$0.00), INTEREST (\$0.00), etc.

See page 2 for detailed Lender Paid Expenses Summary

HERE'S SOME HELPFUL INFORMATION (See Page 2 for Additional Critical Notices)

The Reinstatement Amount Due is the amount you must pay as of the date of this billing statement to bring your loan current. Your loan has been accelerated. The Accelerated Amount Due is the approximate payoff as of the date of the billing statement.

Effective 01/01/2018, your interest rate has changed from 9.125% to 9.250% resulting in a change in your monthly payment from \$2,102.63 to \$2,125.45.

TRANSACTION ACTIVITY (11/15/2017 to 12/13/2017)

Table with 7 columns: DATE, DESCRIPTION, TOTAL, PRINCIPAL, INTEREST, ESCROW, OTHER. Includes Property Inspections, Disbursement-County Tax.

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Nationstar Mortgage LLC d/b/a Mr. Cooper is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose.

DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY.



PLEASE CHECK BOX IF MAILING ADDRESS OR PHONE NUMBER HAS CHANGED. ENTER CHANGES ON BACK OF COUPON. PETER A COLOMBO

Table with 2 columns: ACCOUNT NUMBER, REINSTATEMENT AMOUNT DUE*, PAYMENT DUE IF RECEIVED ON OR AFTER. Includes dates and amounts.

MR. COOPER PO BOX 650783 DALLAS, TX 75265-0783



ADDITIONAL ESCROW \$ ADDITIONAL PRINCIPAL \$

TOTAL AMOUNT OF YOUR CHECK DO NOT SEND CASH

**All amounts must be paid in full before additional principal reduction can be made.

06101805980 021485489 021485489

S 00009835 RNRGE903 015790

IMPORTANT PAYMENT INFORMATION

- It is important to use the remittance stub and envelope prov since both contain computer encoding that will help ensure pt and accurate posting of payments. Always include your loan number on your check or money order. However, should you not receive your statement, DO NOT DELAY PAYMENT. Simply write your loan number on your check or money order and mail to the payment address as provided in the Contact Information section below.
- Do not send cash or correspondence as this could delay processing. Correspondence should be sent to the address provided in the Contact Information section below.
- Please be advised that if your account is delinquent or if there are fees and charges due, your account may not be paid ahead nor may principal reduction payments be applied. When Mr. Cooper receives a remittance that is in excess of a payment amount, that excess is applied to your account in accordance with a predetermined sequence: 1) Principal and Interest due; 2) Applicable Escrow amounts; 3) Fees and other charges assessed to your account. Once this sequence has been satisfied, you may give specific instructions as to how you would like excess amounts to be applied to your account by noting your preference on the face of your remittance stub.
- Any lump sum received that is not accompanied by a payoff quote will be applied according to our standard payment application rules. This will not result in satisfaction and reconveyance/release unless amount tendered satisfies all amounts due and owing on the account.
- A Schedule of Fee for Select Services may be found on our website at www.mrcooper.com

SERVICEMEMBERS CIVIL RELIEF ACT

The Servicemembers Civil Relief Act (SCRA) may offer protection or relief to member, of the military who have been called to active duty. If you are a member of the military who has been called to active duty or received a Permanent Change of Station order and you have not already made us aware, please forward a copy of your orders to us at: Mr. Cooper, Attn: Military Families, PO Box 619098, Dallas, TX 75261-9741, fax 855-856-0427 or email MilitaryFamilies@mrcooper.com. Be sure to include your loan number with the copy of the orders. Please visit our website at www.mrcooper.com for complete details regarding Legal Rights and Protections Under the SCRA.

LATE CHARGES AND OVERDRAFT FEES

Payments received and posted after a grace period will be assessed a late charge. The late charge rate and number of grace days are shown on your Note. Please allow adequate time for postal delays as the receipt and posting date will govern the assessment of a late charge. Partial payments cannot be applied. If a payment is credited to your account and subsequently dishonored by your bank, Mr. Cooper will reverse that payment and assess your loan account an insufficient funds fee of up to \$30.00, as permitted by applicable law. (This fee may vary by state.)

HOMEOWNER COUNSELING NOTICE

If your loan is delinquent, you are entitled to receive homeownership counseling from an agency approved by the United States Department of Housing and Urban Development (HUD). A list of the HUD-approved, nonprofit homeownership counseling agencies may be downloaded from the Internet at: <http://www.hud.gov/bices/hsg/afly/hcs/hccprn24.cfm> or by calling the HUD toll free number 1-800-969-4287 (toll free TDD number 1-800-877-8339) to obtain a list of approved nonprofit agencies serving your residential area.

NEW YORK STATE RESIDENTS

For those customers who reside in the state of New York, borrower may file complaints about the Servicer with the New York State Banking Department or may obtain further information by calling the Department's Consumer Help Unit at 1-800-342-3738 or by visiting the Department's website at www.dfs.ny.gov. Mr. Cooper is registered with the New York Superintendent of Banks.

Mr. Cooper may report your account to the major credit bureaus. Late or missed payments and other defaults on your account may reflect on your credit report which can impact your ability to obtain other forms of credit.

PAYMENT OPTIONS

AUTOPAY Allows you to have your payment automatically debited, each month, from the checking or savings account of your choice. Mr. Cooper does not charge a fee to activate this service. Call 888-480-2432 for more information or visit our website at www.mrcooper.com.

ONLINE PAYMENT Allows you to sign in to your account anytime to make a payment. There is no charge for this service. Sign in to www.mrcooper.com.

AUTOMATED PHONE PAYMENT Is a pay-by-phone service provided through our automated phone system. There may be a fee of up to \$14 for this service. Call 888-480-2432.

AGENT ASSISTED PAYMENT Is a pay-by-phone service provided by a customer service agent. Call 888-480-2432 and speak with an agent. There may be a fee of up to \$19 for this service.

PAY BY MAIL Detach the coupon provided with this statement and mail it with your check or money order in the envelope provided. Please write your loan number on your payment and allow adequate time for postal delays as the receipt and posting date will govern the assessment of late charges. Send payment via express or overnight mail to Mr. Cooper, Attn: Payment Processing - 650783, 1010 W Mockingbird, Suite 109, Dallas, TX 75247.

WIRE You may send payments via wire transfer, to the following:

Bank Account: 405600XXXXXX XXXX (10Xs equals the borrower loan number with leading zero)
 Routing#: 121000248
 Bank Name: Wells Fargo Bank, N.A.
 Bank Address: 420 Montgomery Street, San Francisco, CA 94104

MONEYGRAM EXPRESSPAYMENT Ensures same-day delivery of your payment to Mr. Cooper. Visit your local MoneyGram Agent. Call 1-800-926-6400 to locate the one nearest you. Complete the ExpressPayment form, providing your name and Mr. Cooper loan number. The MoneyGram Receive Code is "1578". All ExpressPayment transactions require cash. The agent will charge a fee for this service.

WESTERN UNION QUICKCOLLECT Ensures same-day delivery of your payment to Mr. Cooper. Visit your local Western Union Agent. Call 1-800-525-9000 to locate the one nearest you. Complete the QuickCollect form with your name and Mr. Cooper loan number, indicating:

Pay to: Mr. Cooper Code City: Astar State: TX

All QuickCollect transactions require cash. Western Union will charge a fee for this service.

NOTICE TO CUSTOMERS MAKING PAYMENTS BY CHECK

Authorization to Convert Your Check: If you send us a check to make your payment, your check may be converted into an electronic fund transfer. An electronic fund transfer is the process in which your financial institution transfers funds electronically from your account to our account. By sending your completed signed check to us, you authorize us to copy your check and use the information from your check to make an electronic funds transfer from your account for the same amount as the check. If the electronic fund transfer cannot be processed for technical reasons, you authorize us to process the copy of your check.

Insufficient Funds: The electronic fund transfer from your account will usually occur within 24 hours of our receipt of your check. If the electronic fund transfer cannot be completed because of insufficient funds, you may be assessed an NSF fee in connection with the attempted transaction.

Transaction Information: The electronic fund transfer from your account will be on the account statement you receive from your financial institution. You will not receive your original check back from your financial institution. For security reasons, your original check will be destroyed, but we will keep a secured copy of the check for record keeping purposes.

Your Rights: You should contact your financial institution immediately if you believe that the electronic fund transfer reported on your statement was not properly authorized or is otherwise incorrect. Consumers have protections under the Electronic Fund Transfer Act for any unauthorized or incorrect electronic fund transfer.

CONTACT INFORMATION

CUSTOMER SERVICE: 888-480-2432. Monday through Thursday 7 a.m. to 8 p.m. (CT), Friday 7 a.m. to 6 p.m. (CT), and Saturday 8 a.m. to 2 p.m. (CT)

[Calls may be monitored and/or recorded for quality assurance purposes.]

24-HOUR AUTOMATED ACCOUNT INFORMATION: Sign in to www.mrcooper.com OR call 888-480-2432.

MAILING ADDRESSES: For Mr. Cooper are listed below. Please carefully select the address suited to your needs and remember, sending payments to any address other than the one specifically identified for payments will result in delays and may result in additional fees being assessed to your account.

PAYMENTS:	NOTICE OF ERROR/ INFORMATION REQUEST/QWR*:	OVERNIGHT DELIVERY CORRESPONDENCE:	INSURANCE RENEWALS/ BILLS:	TAX NOTICES/ BILLS:	BANKRUPTCY NOTICES/ PAYMENTS:
PO Box 650783 Dallas, TX 75265-0783	PO Box 619098 Dallas, TX 75261-9741	8950 Cypress Waters Blvd. Dallas, TX 75019	PO Box 7729 Springfield, OH 45501-7729 Fax 800-687-4729	PO Box 961229 Fort Worth, TX 76161-0229 Fax 817-826-1861	PO Box 619094 Dallas, TX 75261-9741

*PURSUANT TO RESPA, A "QUALIFIED WRITTEN REQUEST" (QWR) REGARDING THE SERVICING OF YOUR LOAN, A NOTICE ASSERTING THAT AN ERROR OCCURRED WITH RESPECT TO YOUR LOAN OR A NOTICE REQUESTING INFORMATION WITH RESPECT TO YOUR LOAN MUST BE SENT TO THIS ADDRESS: Mr. Cooper PO Box 619098, Dallas, TX 75261-9741, Attn: Customer Relations Officer. A "qualified written request" must comply with the requirements of RESPA, as follows: Qualified written request: defined. A qualified written request means a written correspondence (other than notice on a payment coupon or other payment medium supplied by the servicer) that includes, or otherwise enables the servicer to identify, the name and account of the borrower, and includes a statement of the borrower believes the account is in error, if applicable, or that provides sufficient detail to the servicer regarding information relating to the servicing of the loan sought by the borrower. A QWR, notice of error or request for information is not timely if it is delivered to a servicer more than 1-year after either the date of transfer of servicing or the date that the mortgage loan is discharged, whichever date is applicable.

Mr. Cooper, its affiliates, successors or its assigns or their officers, directors, agents, or employees, are neither liable nor responsible for, or make any representation regarding the products or services offered on any enclosed inserts.



CHANGE OF ADDRESS OR TELEPHONE NUMBER

CHECK THE APPROPRIATE BOX: MAILING ADDRESS TELEPHONE NUMBER LOAN #

Borrower's Name: _____ Co-Borrower's Name: _____
 Borrower's New Address: _____ Co-Borrower's New Address: _____

Authorized Borrower's Number(s): _____ Authorized Co-Borrower's Number(s): _____
 Home: () Mobile: Yes No Home: () Mobile: Yes No
 Work: () Ext: () Mobile: Yes No Work: () Ext: () Mobile: Yes No
 Other: () Mobile: Yes No Other: () Mobile: Yes No

I consent to being contacted by Mr. Cooper at any telephone number I have provided. This includes, but is not limited to, calls from your dialing system to my cellular or mobile telephone.



MORTGAGE LOAN STATEMENT



STATEMENT DATE
12/13/2017

PAYMENT DUE DATE
01/01/2018

LOAN NUMBER
0610180598

**REINSTATEMENT
AMOUNT DUE
\$214,854.89**

PROPERTY ADDRESS
114 CAYO COSTA CT
ROYAL PALM BEACH, FL
33411

*If payment is received on or
after 01/12/2018, a \$0.00
late fee will be charged.*

LENDER PAID EXPENSES

	LAST STATEMENT	TOTAL
PROPERTY INSPECTIONS (12/05/2017)	\$15.00	\$896.00
LEGAL FEES	\$0.00	\$10,321.70
MAINTENANCE	\$0.00	\$825.00
TOTAL	\$15.00	\$12,042.70

QUESTIONS? WE'RE HERE TO HELP.

CUSTOMER SERVICE: 888-480-2432
Mon-Thu 7 a.m. to 8 p.m. (CT)
Fri 7 a.m. to 6 p.m. (CT)
Sat 8 a.m. to 2 p.m. (CT)
www.mrcooper.com

YOUR Dedicated Loan Specialist is:
Carlos Cota
AND CAN BE REACHED AT:
(866) 316-2432 EXT. 6862368
or via mail at:
8950 Cypress Waters Blvd.
Dallas, TX 75019

HERE'S SOME HELPFUL INFORMATION

As shown above, your escrow account has a negative balance. This shortage in your escrow account may result in an increase in your monthly escrow payment. We recommend you make additional payments to your escrow to eliminate or reduce the shortage.

Lender Paid Expenses are funds paid by Mr. Cooper on your behalf to another company. These expenses may include, but are not limited to, Legal Fees, Property Taxes, Homeowners Insurance, and Property Inspections.

"Total Fees & Charges" include, but are not limited to, phone pay fees, insufficient fund fees, or convenience fees. These fees & charges appear in the "Other" category of the Transaction Detail, if applied since the last billing cycle.

If you do not wish to receive paper statements, simply log into your account at www.mrcooper.com and alter your selection to eCorrespondence. ECorrespondence offers convenient monthly email reminders, no lost mail, and archived online access to view or download to your personal computer.

You can make your payment online at www.mrcooper.com. There is no charge for this service.

As part of our transformation to Mr. Cooper, we've enhanced your monthly billing statement, making it simpler and easier to read. To learn more, check out the 'how to read your statement' video guide online. Go to www.mrcooper.com/servicing/statements and sign in to your account or find it in the support section of our website at www.mrcooper.com/support/statements/monthly.

00009835 RNRGE903 015791

12/13/2017



8850 Cypress Waters Blvd.
Dallas, TX 75019

OUR INFO

CUSTOMER SERVICE
888-480-2432

Mon-Thu 7 a.m. to 8 p.m. (CT)
Fri 7 a.m. to 6 p.m. (CT)
Sat 8 a.m. to 2 p.m. (CT)



ONLINE:

www.mrcooper.com

YOUR INFO

LOAN NUMBER
0610180598

PROPERTY ADDRESS
**114 CAYO COSTA CT
ROYAL PALM BEACH, FL 33411**

PETER A COLOMBO
C/O LAW OFFICES OF JAMES A. BONFIGLIO, PA
P.O. BOX 1489
BOYNTON BEACH, FL 33425

Dear PETER COLOMBO,

At Mr. Cooper, we're committed to helping homeowners find solutions that could help them stay in their home and continue enjoying all the benefits of homeownership. Even in times of difficulties.

Why am I receiving this letter?

As of 12/13/2017, you are 2,143 days delinquent on your mortgage loan. We have completed the first filing notice required to start the foreclosure process on your account. Here is a recent payment history, and the reason for our concern:

RECENT ACCOUNT HISTORY

PAYMENT DUE 07/01/2017: Unpaid balance of \$2,553.52	PAYMENT DUE 10/01/2017: Unpaid balance of \$2,586.93
PAYMENT DUE 08/01/2017: Unpaid balance of \$2,553.52	PAYMENT DUE 11/01/2017: Unpaid balance of \$2,586.93
PAYMENT DUE 09/01/2017: Unpaid balance of \$2,553.52	PAYMENT DUE 12/01/2017: Unpaid balance of \$2,586.93

CURRENT PAYMENT DUE 01/01/2018: \$2,705.23

AS OF 12/13/2017 THE REINSTATEMENT AMOUNT DUE IS \$214,854.89. You must pay this amount to bring your loan current.

The Reinstatement Amount Due is the amount you must pay as of the date of this billing statement to bring your loan current. This amount does not include fees and costs incurred but not yet billed. Please call us to request a reinstatement quote as this amount will change frequently. We require all reinstatement payments to be made in certified funds through either a cashier's check or money order, made payable and mailed to Nationstar Mortgage LLC d/b/a Mr. Cooper.

Your loan recently transferred to Mr. Cooper. Please see your monthly statements from your prior servicer for your 6-month payment history, if the payment history above is less than 6 months.

What do I need to know?

Failure to bring your loan current may result in fees, possibly even foreclosure and the loss of your home. We are here to help. You do have options. *Here are some of the solutions that may be available, depending on your situation:

- Modifying the terms of your current loan.
- Receiving a payment forbearance that temporarily gives you more time to pay your monthly payment.
- If you simply can't pay your mortgage, an alternative to foreclosure may be selling your home and using the proceeds to pay off your current loan. A short payoff may be acceptable, or a deed in lieu of foreclosure may be an option.

Additional resources are also available. For extra help, you can reach out to housing counselors who'll work as your advocate while exploring solutions that could help you keep your home.

- The Consumer Financial Protection Bureau: <http://www.consumerfinance.gov/mortgagehelp>
- The Department of Housing at Urban Development (HUD): <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
- HUD Housing Counseling Agency Locator: (800) 569-4287
- The Homeowners HOPE™ Hotline Number: (888) 995-HOPE

What do I need to do?

The sooner we hear from you, the sooner we can help get your homeownership back on track.

If you've already reached out for help, don't worry, that process is still proceeding and no further action is required.

If you have any questions, your Dedicated Loan Specialist is Carlos Cota and can be reached at (866) 316-2432 EXT. 6862368 or via mail at the address listed above. Our hours of operation are Monday through Thursday from 7 a.m. to 9 p.m. (CT), Friday from 7 a.m. to 6 p.m. (CT) and Saturday from 8 a.m. to 12 p.m. (CT).

Sincerely,

The Loss Mitigation Department at Mr. Cooper

*Borrower must meet certain requirements to qualify for any of the options/products referenced. Terms are subject to change.

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Nationstar Mortgage LLC d/b/a Mr. Cooper is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only.



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LEGAL RIGHTS AND PROTECTIONS UNDER THE SCRA

Servicemembers on "active duty" or "active service," or a spouse or dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USCA Section 3901) (SCRA).

Who May Be Entitled to Legal Protections Under the SCRA?

- Regular members of the U.S. Armed Forces (Army, Navy, Air Force, Marine Corps and Coast Guard).
- Reserve and National Guard personnel who have been activated and are on Federal active duty.
- National Guard personnel under a call or order to active duty for more than 30 consecutive days under section 502(f) of title 32, United States Code, for purposes of responding to a national emergency declared by the President and supported by Federal funds.
- Active service members of the commissioned corps of the Public Health Service and the National Oceanic and Atmospheric Administration.
- Certain United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action.

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

- The SCRA states that a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6% during the period of military service and 90 days thereafter, in the case of an obligation or liability consisting of a mortgage, trust deed, or other security in the nature of a mortgage, or during the period of military service in the case of any other obligation or liability.
- The SCRA states that in a legal action to enforce a debt against real estate that is filed during, or within one year after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during or within 90 days after the servicemember's military service unless the creditor has obtained a valid court order approving the sale, foreclosure, or seizure of the real estate.
- The SCRA contains many other protections besides those applicable to home loans.

How Does A Servicemember or Dependent Request Relief Under the SCRA?

- In order to request relief under the SCRA from loans with interest rates above 6% a servicemember or spouse must provide a written request to the lender, together with a copy of the servicemember's military orders.

Mr. Cooper, Attn: Military Families, PO Box 619098, Dallas, TX 75261-9741

- There is no requirement under the SCRA, however, for a servicemember to provide a written notice or a copy of a servicemember's military orders to the lender in connection with a foreclosure or other debt enforcement action against real estate. Under these circumstances, lenders should inquire about the military status of a person by searching the Department of Defense's Defense Manpower Data Center's website, contacting the servicemember, and examining their files for indicia of military service. Although there is no requirement for servicemembers to alert the lender of their military status in these situations, it still is a good idea for the servicemember to do so.

How Does a Servicemember or Dependent Obtain Information About the SCRA?

- Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for all branches of the Armed Forces is available at <http://legalassistance.law.af.mil/content/locator.php>.
- "Military OneSource" is the U. S. Department of Defense's information resource. If you are listed as entitled to legal protections under the SCRA (see above), please go to www.militaryonesource.mil/legal or call 1-800-342-9647 (toll free from the United States) to find out more information. Dialing instructions for areas outside the United States are provided on the website.

If this account is active or has been discharged in a bankruptcy proceeding, be advised this communication is for informational purposes only and not an attempt to collect a debt. Please note, however Mr. Cooper reserves the right to exercise the legal rights only against the property securing the original obligation.

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