

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

SECURITIES AND EXCHANGE COMMISSION,

Plaintiff,

v.

Case No: 6:21-cv-694-CEM-DCI

HARBOR CITY CAPITAL CORP.,  
HARBOR CITY VENTURES, LLC,  
HCCF-1, LLC,  
HCCF-2, LLC,  
HCCF-3, LLC,  
HCCF-4, LLC,  
HCCF-5, LLC,  
HARBOR CITY DIGITAL VENTURES, INC.,  
HCC MEDIA FUNDING, LLC,  
JONATHAN P. MARONEY,

Defendants,

and

CELTIC ENTERPRISE, LLC and  
TONYA L. MARONEY

Relief Defendants.

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**EMERGENCY AMENDED MOTION FOR CLARIFICATION AND  
OTHER RELIEF**

Receiver, Katherine Donlon, by and through undersigned counsel, hereby files this Emergency Amended Motion for Clarification and Other Relief and states as follows:

1. *Nature of Emergency:* Pursuant to Local Rule 3.01(e), the Receiver has been provided a deadline of March 17, 2023 to respond to a Conditional Payoff

proposed by Benworth in order to close on 143 Lansing Island Drive (“the Property”). The Receiver believes that the proposal is in opposition to this Court’s earlier ruling [Dkt. 136] but does not want to jeopardize the Receivership Estate and incur additional harm given Benworth’s conditions and threat to sue the Receiver.

2. On January 30, 2023, this Court entered an Order and Order to Show Cause regarding the sale of the Property in section (f) of the Order. [Dkt. 136].

3. Therein, this Court addressed the argument by the Receiver that the dispute with Benworth,<sup>1</sup> and its successors in interest, is preventing the closing on the Property. *Id.*

4. This Court stated that it is, “unclear why the dispute is preventing the sale from being finalized,” and to the “extent the Court’s orders require clarification or some specific relief is appropriate, a motion should be filed without delay.” *Id.*

5. On February 1, 2023, the Receiver filed a Motion for Clarification [Dkt. 137] given issues with the title company (State Title) and Benworth in closing

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<sup>1</sup> “Benworth” is defined in the Court’s Order as, collectively, Benworth Capital Partners, LLC, the entity who originally acquired the Note (Doc. 125-1 at 16–18), as well as a group of entities that acquired the Note from Benworth Capital Partners, LLC. Doc. 125-1 at 21. These entities are: Capital Partners 2, LLC; Benfam Holdings LLC; Mira Holdings, LLC; The Maria L. Santayana Living Trust; and ZF Capital LLC (collectively, the Mira Lenders). *Id.* Benworth Capital Partners, LLC is the servicer for the Note and has appeared on behalf of the Mira Lenders. Doc. 133 at 2. Benworth Capital Partners, LLC also filed the state foreclosure action on behalf of the Mira Lenders. Doc. 125-1 at 14–15.

the transaction. That motion remains pending. However, since the filing of that Motion for Clarification, the Buyer of the Property changed lenders and title companies which in theory has progressed the closing of the Property and changed the issues raised in the Receiver's previously filed Motion for Clarification.

6. The new title company is Real Title Agency in Oakland Park, Florida ("Real Title"). On March 1, 2023, Real Title notified the Receiver that it would go forward with the closing if the Receiver could "get confirmation from the lender [Benworth] in writing confirming the sale and acknowledging that the disputed portion of the proceeds will be held in escrow pending further order of the court." *See Exhibit A.*

7. On that day, the Receiver reached out to counsel for Benworth to obtain this confirmation and acknowledgement. *See Exhibit B.*

8. On March 8, 2023, Benworth rejected the idea of escrowing any of the proceeds and provided the Receiver with a Conditional Payoff which includes a default interest rate of 18% and over \$81,000 in attorney's fees. *See Exhibit C.*<sup>2</sup> Benworth has stated that if the Receiver fails to accept this Conditional Payoff by March 17<sup>th</sup> and it is forced to litigate the amount of indebtedness, "Benworth will hold the Receiver accountable for her action. *See 28 U.S.C. §959.*" *Id.*

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<sup>2</sup> To the extent Benworth claims that this exhibit is a Confidential Settlement Communication, under Federal Rule of Evidence 4.08, it is not being submitted to "prove or disprove the validity or amount of a disputed claim" but rather for other purposes noted under 4.08(b), such as negating a contention of undue delay.

9. Additionally, the letter enclosing the Conditional Payoff, requires the Receiver's consent to the following if the closing does not occur by April 6<sup>th</sup>: "the Receiver shall consent to relief from the current federal injunction to allow Benworth to proceed with its state court foreclosure action and collect the full amount of the indebtedness at 25% per annum." The Receiver is court-appointed by this Court and is not consenting to relief that is specifically the subject of this Court's Order to Show Cause. [Dkt. 136]

10. The buyer's new private mortgage broker is Scott Leventhal. On March 6, 2023, he notified Real Title that he is ready to close and does not understand why the lender [Benworth] will not go forward with the escrow of the disputed funds. *See Exhibit D.*

11. Thus, pursuant to this Court's prior Order [Dkt. 136], both Real Title and the Buyer (and their lender) stand ready and willing to close on the Property. However, all of the efforts by Real Title, Mr. Leventhal and the Receiver are being stymied by Benworth who will not agree to escrow any disputed funds.

12. The closing of the Property has been scheduled and extended several times as the parties continue to attempt to resolve this dispute. The most recent extension was from March 9 to March 22, 2023.

13. Given the continued costs of upkeep and repairs on the Property and the potential of continued interest being charged by Benworth (despite the Receiver's offer to have the principal of the mortgage returned to Benworth), the

continued delay in closing on the Property is a detriment to the Receivership Estate and in turn the defrauded investors.

14. In its earlier Order [Dkt. 136], the Court directed the parties to close on the Property, but unfortunately, that has not occurred. Given the ultimatums given by Benworth in its most recent communication, the Receiver respectfully requests that the Court order the parties to close this transaction with the disputed monies held in escrow as stated in the Court's Order.

15. Specifically, the Receiver seeks an Order that requires as follows:

- a. All liens heretofore attached to or that otherwise impact the Property are transferred from the Property to the proceeds from the sale of the Property. Specifically, the Property shall be sold free and clear of liens, claims, and encumbrances.
- b. The Property is to be sold pursuant to the contract previously reviewed and approved by this Court [*See* Dkt. 113 and 118].
- c. Proceeds from the sale of the Property sufficient to satisfy all liens previously existing shall be held in the Trust account of Real Title.
- d. Real Title shall utilize the proceeds from the sale of the Property to satisfy those liens to which the Receiver has no objection, including those previously identified in the Receiver's Motion to Approve Private Sale of Property (the Homeowner's Association, certain construction) [Dkt. 111].

- e. Real Title shall release funds to Benworth that amount to interest on the underlying mortgage at the stated rate of the mortgage – 9.75%.
- f. Real Title shall retain in escrow those proceeds from the sale of the Property sufficient to satisfy 150% of remaining disputed interest, fees and costs proposed by Benworth Capital and/or its successors.
- g. Real Title shall not disburse nor otherwise distribute these funds to Benworth, its successors, and/or its counsel absent further Order of this Court.
- h. The liens will attach to the proceeds of the sale of the Property with those liens, claims, and encumbrances to maintain the same force, effect, and priority against the sales proceeds as existed at the time of the closing of the sale.

16. The remaining proceeds will be released by Real Title to the Receiver. Thereafter, again, as directed by this Court, the Receiver will re-file her motion to seek this Court's determination of appropriate interest and attorney's fees to be disbursed to Benworth under the mortgage and applicable law in the context of this Receivership.

**LOCAL RULE 3.01(G) CERTIFICATION**

The Receiver reached out via email to counsel for Benworth late in the afternoon on March 13<sup>th</sup> asking whether Benworth consented to the relief sought.

Given the emergency nature of the motion, the Receiver did not want to delay the filing of the motion but can confirm that she has not heard back from counsel as of the time of this filing. Given the late hour of conferring under Rule 3.01, the Receiver will update this Certification promptly when a response is received from Benworth's counsel.

Dated: March 13, 2023.

Respectfully submitted,

/s/ Nicole Deese Newlon  
NICOLE DEESE NEWLON  
Florida Bar No. 832391  
[nnewlon@jclaw.com](mailto:nnewlon@jclaw.com)  
JOHNSON, CASSIDY,  
NEWLON & DECORT, P.A.  
3242 Henderson Blvd., Ste 210  
Tampa, Florida 33609  
Telephone: (813) 699-4859  
Facsimile: (813) 235-0462  
Secondary: [kdonlon@jclaw.com](mailto:kdonlon@jclaw.com);  
[walker@jclaw.com](mailto:walker@jclaw.com)  
*Counsel for Receiver*  
*Katherine C. Donlon*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on March 13, 2023, a true and correct copy of the foregoing was electronically filed with the United States District Court, Middle District of Florida, by using the CM/ECF System, which will serve a copy on all counsel of record. Further, undersigned counsel has caused to be served a copy of this Motion *via email* on all counsel for the Mira Plaintiffs,<sup>3</sup> including:

Albert D. Rey, Esquire,  
[adrey@bellsouth.net](mailto:adrey@bellsouth.net)  
Albert D. Rey, P.A.,  
12955 SW 42nd Street, Suite 6  
Miami, Florida 33175  
[idelsyevora@bellsouth.com](mailto:idelsyevora@bellsouth.com)  
[adreyteam@gmail.com](mailto:adreyteam@gmail.com)

Christopher V. Carlyle, B.C.S.  
[ccarlyle@appellatelawfirm.com](mailto:ccarlyle@appellatelawfirm.com)  
The Carlyle Appellate Law Firm  
121 S. Orange Avenue, Ste. 1500  
Orlando, Florida 32801  
[served@appellatelawfirm.com](mailto:served@appellatelawfirm.com)  
[psullivan@appellatelawfirm.com](mailto:psullivan@appellatelawfirm.com)

/s/ Nicole Deese Newlon  
Attorney

---

<sup>3</sup> Attorney Hugo Alvarez asked not to be included in the Certificate of Service.

# **EXHIBIT A**

**From:** Forrest Fawcett <forrest@realtitleagency.com>  
**Sent:** Wednesday, March 1, 2023 2:22 PM  
**To:** Kacy Donlon  
**Subject:** FW: [EXTERNAL] Fwd: 143 Lansing Island

Hi Kacy  
This is from my underwriter can you handle that??  
Let me know please

Best Regards,

Forrest Fawcett  
President/CEO



1400 E Oakland Park Blvd.Suite # 106  
Oakland Park, FL 33334  
[\(954\) 652-1108](tel:(954)652-1108) Phone  
[\(954\) 849-1216](tel:(954)849-1216) Cell  
[\(954\) 652-1109](tel:(954)652-1109) Fax  
[forrest@realtitleagency.com](mailto:forrest@realtitleagency.com)  
[realtitleagency.com](http://realtitleagency.com)

**STAY ALERT! Wire fraud is an everyday concern. Always CALL directly to confirm with the person who sent you any wiring instructions.**

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**Subject:** RE: [EXTERNAL] Fwd: 143 Lansing Island

Hi Forrest,

If you get confirmation from the lender in writing confirming the sale and acknowledging that the disputed portion of the proceeds will be held in escrow pending further order of the court, you can proceed.

---

**From:** Forrest Fawcett <[forrest@realtitleagency.com](mailto:forrest@realtitleagency.com)>  
**Sent:** Wednesday, March 1, 2023 1:54 PM  
**>Subject:** [EXTERNAL] Fwd: 143 Lansing Island

Hi guys, I did you both because you were talking to each other about it. Hope all is well with my wonderful underwriter allow me to close it this way thank you

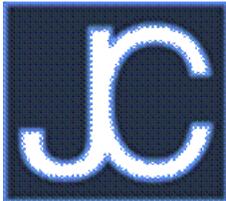
Sent from my iPhone

Begin forwarded message:

**From:** Kacy Donlon <[kdonlon@jclaw.com](mailto:kdonlon@jclaw.com)>  
**Date:** March 1, 2023 at 1:26:44 PM EST  
**To:** Forrest Fawcett <[forrest@realtitleagency.com](mailto:forrest@realtitleagency.com)>  
**Subject:** 143 Lansing Island

Please see attached.

**KATHERINE C. "KACY" DONLON**  
**PARTNER | Johnson, Cassidy, Newlon & DeCort**



**Direct:** 813.291.3300  
**Cell:** [813.494.6806](tel:813.494.6806)  
**Fax:** [813.235.0462](tel:813.235.0462)  
**Email:** [kdonlon@jclaw.com](mailto:kdonlon@jclaw.com)  
**Address:** 3242 Henderson Blvd, Suite 210  
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

*Please note our new address*

# **EXHIBIT B**

**From:** Nicole Newlon  
**Sent:** Wednesday, March 1, 2023 4:56 PM  
**To:** adrey@bellsouth.net; Hugo V. Alvarez  
**Subject:** FW: 143 Lansing Island  
**Attachments:** FW: [EXTERNAL] Fwd: 143 Lansing Island; Letter to Forrest Fawcett.pdf

Messrs. Alvarez and Rey,

Please see below and attached from the Receiver.

**NICOLE DEESE NEWLON**

**PARTNER | Johnson, Cassidy, Newlon & DeCort**



**Phone:** [813.699.4858](tel:813.699.4858)

**Fax:** [813.235.0462](tel:813.235.0462)

**Email:** [nnewlon@jclaw.com](mailto:nnewlon@jclaw.com)

**Address:** 3242 Henderson Blvd, Suite 210  
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

---

**From:** Kacy Donlon <[kdonlon@jclaw.com](mailto:kdonlon@jclaw.com)>  
**Sent:** Wednesday, March 01, 2023 4:22 PM  
**To:** Nicole Newlon <[nnewlon@jclaw.com](mailto:nnewlon@jclaw.com)>  
**Subject:** 143 Lansing Island

Gentlemen –

Recently, the Buyer of 143 Lansing Island changed title companies in an effort to get this transaction to closing. I provided the title company with my attached proposal to present to their underwriters. I've attached the underwriter's email stating that they would proceed if they can get written confirmation from you. I think this is the best way forward so that pursuant to the Court's Order, the property can be sold, your client will receive their principal back, and the majority of the remaining proceeds are escrowed to protect all parties for whatever the outcome of our disagreement is. Time is of the essence as we have extended the closing date (again) to March 9<sup>th</sup>. We look forward to hearing back from you as soon as possible.

**KATHERINE C. "KACY" DONLON**

**PARTNER | Johnson, Cassidy, Newlon & DeCort**



**Direct:** [813.291.3300](tel:813.291.3300)

**Cell:** [813.494.6806](tel:813.494.6806)

**Fax:** [813.235.0462](tel:813.235.0462)

**Email:** [kdonlon@jclaw.com](mailto:kdonlon@jclaw.com)

**Address:** 3242 Henderson Blvd, Suite 210  
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

**From:** Forrest Fawcett <forrest@realtitleagency.com>  
**Sent:** Wednesday, March 1, 2023 2:22 PM  
**To:** Kacy Donlon  
**Subject:** FW: [EXTERNAL] Fwd: 143 Lansing Island

Hi Kacy  
This is from my underwriter can you handle that??  
Let me know please

Best Regards,

Forrest Fawcett  
President/CEO



1400 E Oakland Park Blvd.Suite # 106  
Oakland Park, FL 33334  
[\(954\) 652-1108](tel:(954)652-1108) Phone  
[\(954\) 849-1216](tel:(954)849-1216) Cell  
[\(954\) 652-1109](tel:(954)652-1109) Fax  
[forrest@realtitleagency.com](mailto:forrest@realtitleagency.com)  
[realtitleagency.com](http://realtitleagency.com)

**STAY ALERT! Wire fraud is an everyday concern. Always CALL directly to confirm with the person who sent you any wiring instructions.**

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>  
**Subject:** RE: [EXTERNAL] Fwd: 143 Lansing Island

Hi Forrest,

If you get confirmation from the lender in writing confirming the sale and acknowledging that the disputed portion of the proceeds will be held in escrow pending further order of the court, you can proceed.

---

**From:** Forrest Fawcett <[forrest@realtitleagency.com](mailto:forrest@realtitleagency.com)>

**Sent:** Wednesday, March 1, 2023 1:54 PM

**>Subject:** [EXTERNAL] Fwd: 143 Lansing Island

Hi guys, I did you both because you were talking to each other about it. Hope all is well with my wonderful underwriter allow me to close it this way thank you

Sent from my iPhone

Begin forwarded message:

**From:** Kacy Donlon <[kdonlon@jclaw.com](mailto:kdonlon@jclaw.com)>

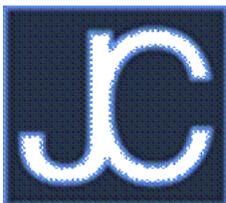
**Date:** March 1, 2023 at 1:26:44 PM EST

**To:** Forrest Fawcett <[forrest@realtitleagency.com](mailto:forrest@realtitleagency.com)>

**Subject:** 143 Lansing Island

Please see attached.

**KATHERINE C. "KACY" DONLON**  
**PARTNER | Johnson, Cassidy, Newlon & DeCort**



**Direct:** [813.291.3300](tel:813.291.3300)

**Cell:** [813.494.6806](tel:813.494.6806)

**Fax:** [813.235.0462](tel:813.235.0462)

**Email:** [kdonlon@jclaw.com](mailto:kdonlon@jclaw.com)

**Address:** 3242 Henderson Blvd, Suite 210  
Tampa, Florida 33609

[Website](#) | [Bio](#) | [vCard](#)

*Please note our new address*



JOHNSON, CASSIDY, NEWLON & DECORT  
ATTORNEYS AT LAW

Katherine C. Donlon

E-mail: kdonlon@jclaw.com  
Direct Dial: 813-291-3300

March 1, 2023

**Via Email forrest@realtitleagency.com**

Forrest Fawcett  
1400 E Oakland Park Blvd.Suite # 106  
Oakland Park, FL 33334

Re: ***143 Lansing Island Drive Closing***

Dear Mr. Fawcett:

Thank you for your call yesterday regarding the closing on 143 Lansing Island Drive. As we discussed, the mortgage lenders on the underlying mortgage and I, as Receiver, are not in agreement as to the interest and fees that they are seeking. The disagreement is the subject of several court filings. We are awaiting further rulings from the Court. However, the Court has directed us to close on the property with the liens attached to the proceeds. *See* pages 14-15 of attached Order. This benefits everyone - we can keep this buyer and their locked in financing, the mortgage holder would receive the principal balance and we can escrow the disputed funds.

Specifically, I would propose that at the closing, you release the following:

- The mortgage holders would receive the principal owed - \$1.8 million;
- Payment of other liens (amounts are from October)
  - HOA - \$11,852
  - Central Florida Product Installation - \$12,333.15
  - Dream Docks - \$4,000
- Commission - \$118,000
- Receiver for Celtic Enterprises - \$150,000

I would propose that you escrow the remaining funds as we await further guidance from the court. This would provide more than ample margins on the disputed amount of interest and fees asserted by the mortgage lender and give your underwriter assurance that the funds are available.

Very truly yours,

JOHNSON, CASSIDY, NEWLON & DECORT, P.A.

*Katherine C. Donlon*

Katherine C. Donlon

KCD  
Enclosure

March 1, 2023

Page 2

# **EXHIBIT C**



## Read Law PLLC

ALEXIS S. READ, ESQ.  
ASR@ALEXISREADLAW.COM

25 SE SECOND AVENUE, SUITE 828  
MIAMI, FLORIDA 33131  
TEL: (305) 209-2131  
WWW.ALEXISREADLAW.COM

---

March 7, 2023

**VIA E-MAIL ONLY**

Katherine Donlon, Esq.  
Attn: Nicole Newlon, Esq.  
E-mail: nnewlon@jclaw.com

**RE: Conditional Mortgage Payoff**  
***S.E.C. v. Harbor City, et al.***  
**Case No.: 6:21-cv-00694-CEM-DCI**

Ms. Newlon:

As you are aware, this firm represents Benworth Capital Partners LLC ("Benworth"), in its capacity as servicer for the certain mortgage encumbering real property located at 143 Lansing Island Drive, Indian Harbor Beach, Florida 32937 ("Property").

In an effort to resolve the pending matters without further litigation, please find enclosed a discounted payoff good through March 17, 2023, which is contingent upon acceptance by the Receiver of the following condition ("Conditional Payoff"): in the event closing does not occur on or before April 6, 2023 ("Closing Date") with full payment pursuant to the Conditional Payoff (adjusted for interest and fees through the Closing Date), the Receiver shall consent to relief from the current federal injunction to allow Benworth to proceed with its state court foreclosure action and collect the full amount of the indebtedness at 25% per annum. **The Receiver shall have until March 17, 2023 to accept this Conditional Payoff, after which date the Conditional Payoff shall be deemed null and void.**

It is now over eight months since the Receiver initially executed the subject sale contract and five months since the sale was approved. The reason for the Receiver's delay in setting a closing date is not apparent. However, it is evident that as time goes by, interest and fees are continuing to accrue, which the Receiver has been aware of since the day the Court appointed her. The Conditional Payoff with 18% default interest is reasonable considering the promissory note allows for statutory default interest at 25% which is approximately \$345 more per day more than if calculated at 18%.

The Conditional Payoff would permit a successful sale of the Property and fully satisfy Benworth's mortgage lien, as contemplated by the original order approving sale. While the Receiver seems emboldened by the Court's Order to Show Cause, she should remember that she has a duty to the maximize recovery for the benefit of creditors, including Benworth. To optimize the distribution of funds to aggrieved investors, it would seem prudent for the Receiver to prioritize

Letter to Receiver  
*Donlon adv. Benworth*  
Page 2

better business judgment and resolve the disagreement with Benworth now, rather than persisting in litigation and accumulating additional fees. It is puzzling why the Receiver is willing to spend thousands of dollars to litigate a dispute over \$55,000 when the net sale proceeds are expected to exceed \$450,000.

Be advised that if the Receiver declines to accept the Conditional Payoff as set forth herein and Benworth is forced to litigate the amount of its indebtedness, Benworth will hold the Receiver accountable for her actions. *See* 28 U.S.C. § 959.

Benworth hereby expressly reserves all rights and remedies it may now or hereafter be entitled to exercise, at law or in equity, without limitation and/or further reservation.

Sincerely,

  
Alexis S. Read, Esq.

Encl.

cc: Albert Rey, Esq.  
Hugo Alvarez, Esq.

*Law Firm*  
of  
*Albert D. Rey, P.A.*

12955 SW 42<sup>nd</sup> Street  
Suite 6  
MIAMI, FLORIDA 33175  
  
(305) 597-0440

*Albert D. Rey, Esquire*  
BOARD CERTIFIED ATTORNEY IN REAL ESTATE LAW

FACSIMILE  
  
(305) 480-2010

March 7, 2023

VIA ELECTRONIC MAIL

Discounted Payoff statement for MIRA v. CELTIC, et. al, Case No. 05-2021-CA-052113-XXXX-XX, Brevard County, FL./ Property Address: 143 Lansing Island Drive, Indian Harbour Beach, FL 32937; for settlement purposes.

Pursuant to your request for a payoff, the following is due:

<b>Description</b>	<b>Amount</b>
Principal Balance	\$1,800,000.00
Accrued Interest to 5/01/2021 to 3/17/2023**	\$608,941.62
Unpaid Charges	\$1,022.82
Other fees	\$138.75
Trust Balance	\$-21,979.73
Filing fees, service fees, title search*	\$3,371.00
Attorney's fees Albert D. Rey, P.A.*	\$33,390.00
Attorney's fees Becker & Poliakoff *	\$3,851.00
Attorney's fees Cole, Scott & Kissane*	\$6,759.00
Attorney's fees The Carlyle Appellate Law Firm*	\$18,495.00
Attorney's fees Emmanuel Perez, Esquire*	\$3,240.00
Attorney's fees Read Law PLLC*	\$15,744.50
<b>Total for Principal, Interest and Other Charges</b>	<b>\$2,472,973.96</b>

**TOTAL DUE: \$2,472,973.96**

**\*NOTE ATTORNEY'S FEES AND COSTS REFLECTED ARE GOOD THROUGH MARCH 7, 2023-FINAL PAYOFF AT FUNDING WILL BE ISSUED WITH UPDATED ATTORNEY'S FEES.**

This payoff statement is good through **3/17/2022 at 12:00 NOON -EST**, time being of the essence.

Wiring instructions below:

**(Must note Property Address and Case Number on Wire)**

The notice required by The Fair Debt collection Practices Act 15 USC, Section 1601 as amended is as follows: (a) The Law Firm of Albert D. Rey, P.A. may be deemed a “debt collector” under the Fair Debt Collection Practices Act. Any and all information obtained during the prosecution of this lawsuit will be used for the purpose of collecting a debt; (b) The amount of the debt is stated in the Complaint to which this notice is attached (c) The Plaintiff is named in the Complaint is the creditor (d) The debt described in the complaint will be assumed to be valid by the creditor’s law firm, unless the debtor, within (30) days after the receipt of this notice, disputes, in writing, the validity of the debt or some portion thereof (e) If the debtor notifies the creditor’s law firm in writing within thirty (30) days of the receipt of this notice that the debt or any portion thereof is disputed, the creditor’s law firm will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by the creditor’s law firm (f) If the creditor is not the original creditor, and if the debtor makes a written request to the creditor’s law firm within the (30) days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by the creditor’s law firm (g) Written requests required by the Act should be addressed to: The Law Firm of Albert D. Rey, P.A., 12955 Southwest 42<sup>nd</sup> Street, Suite 6, Miami, Florida 33175 and (h) the thirty day time period for requesting verification of the debt owed by to the Plaintiff is not affected by the twenty day time period set forth in the summons you have received with the Complaint. Although you are required to respond to the Complaint within twenty days, you have thirty days to request in writing verification of the debt

**Bank Information:**

Bank of America  
7760 W. Flagler Street  
Miami, Florida 33126  
1-800-299-2265

**Bank Routing Numbers:**

Wire Transfer: 0260-0959-3

**Recipient Account Information:**

Albert D. Rey, P.A., Trust Account  
12955 S.W. 42<sup>nd</sup> Street, Suite 6  
Miami, Florida 33175  
Account No. 159578XXXX

Sincerely,

*Albert D. Rey, Esquire*

For the Firm

**\*\*NOTE: INTEREST RATE BREAKDOWN:**  
 $\$1,800,000.00 \times .18 / 365 = 887.67$  per diem  
 $887.67 \times 686 \text{ days} = \$608,941.62$

# **EXHIBIT D**

**From:** Scott Leventhal <[sleventhal@choicemtg.com](mailto:sleventhal@choicemtg.com)>

**Date:** March 6, 2023 at 12:06:09 PM EST

**To:** Detta Scarr <[detta@realtitleagency.com](mailto:detta@realtitleagency.com)>

**Cc:** [forrest@realtitleagency.com](mailto:forrest@realtitleagency.com)

**Subject:** Albanese Purchase

To whom it may concern:

I am the mortgage broker on this loan. I have worked very hard to secure financing for this client on a home that has major deferred maintenance issues on the appraisal. The home needs major repairs.

I have overcome those issues and am ready to close.

However I understand from the title company that

The major issue is getting the lender on the property to be paid off is in dispute over back interest.

I do understand that is something they want to pursue, however, we can get this lender their principal money back as long as the interest in dispute is held in escrow.

As a mortgage broker for 31 years, I feel it would be in the lender's best interest to put the disputed interest in escrow, let the new buyer purchase the home, the lender gets back their principal money, and then the interest in escrow can be worked on with the related parties.

Real estate values can move up and down.

I find it hard to believe in today's real estate market,

and economy the original lender wouldn't want their principal back asap.

Also holding a home that needs major work,

is a big risk for the current lender as well.

If there is anything I can do or answer to help

Please contact me.

Thank You

*Sincerely,*

**SCOTT LEVENTHAL**