

FILED

JAN 10 2008

[Signature]
CLERK CIRCUIT COURT

IN THE CIRCUIT COURT OF THE 4th JUDICIAL CIRCUIT
OF FLORIDA, IN AND FOR DUVAL COUNTY

Deutsche Bank National Trust Company, as
Trustee for the registered holders of GSAMP
Trust 2005-SEA1, Mortgage Pass-Through
Certificates, Series 2005-SEA1

Plaintiff,

-vs.-

Margaret A. Massey, unremarried widow and
surviving Spouse of Edgar E. Massey,
Deceased; Unknown Parties in Possession #1;
Unknown Parties in Possession #2; If living,
and all Unknown Parties claiming by, through,
under and against the above named
Defendant(s) who are not known to be dead or
alive, whether said Unknown Parties may claim
an interest as Spouse, Heirs, Devisees,
Grantees, or Other Claimants

Defendant(s).

Case #: 07 CA 3840

Division #: CV-C

UNC:

FILED
IN COMPUTER
K. B.

PLAINTIFF'S MOTION TO STRIKE ~~AMENDED~~ AFFIRMATIVE DEFENSES,
DISMISS AMENDED COUNTERCLAIM, AND STRIKE DEMAND FOR JURY TRIAL

COMES NOW, Plaintiff, Deutsche Bank National Trust Company, as Trustee for the registered holders of GSAMP Trust 2005-SEA1, Mortgage Pass-Through Certificates, Series 2005-SEA1, by and through its undersigned attorney, hereby files this its Motion To Strike Affirmative Defenses, Dismiss Counterclaim, and Strike Demand For Jury Trial of Defendant, MARGARET A. MASSEY, bearing certificate of service of December 10, 2007, and states as follows:

A. MOTION TO STRIKE AFFIRMATIVE DEFENSES

1. Plaintiff hereby denies and avoids each and every amended affirmative defense plead by Defendant.
2. Defendant's First, Second, Third, and Fourth Affirmative Defenses fail to state any substantive facts particular to the present action which would give rise to support any of these

defenses. “[T]he requirement of certainty will be insisted upon the pleading of a defense; and the certainty required is that the pleader must set forth the facts in such a manner as to reasonably inform his adversary of what is proposed to be proved in order to provide the latter with a fair opportunity to meet it and prepare his evidence.” Zito v. Washington Federal Savings & Loan Association of Miami Beach, 318 So. 2d 175, 176 (Fla. 3rd DCA, 1975).

3. The Supreme Court of Florida has confined the doctrine of unclean hands to fraud or deceit to the extent it would constitute a defense to an action at law. A party guilty of over-reaching, unscrupulous acts or one whom has concealed important facts or is guilty of trickery or unconscionable conduct, is guilty of unclean hands. Dale v. Jennings, 107 So. 175 (Fla. 1925).

4. In the context of mortgages and foreclosures, unclean hands was found in cases where a foreclosing plaintiff refused to honor the junior lienor’s right of redemption of property valued at \$1,000,000.00 and then proceeded to foreclose the junior lien totaling only \$20,000.00, in Sponder v. Equity Capital Company, 248 So. 2d 251 (Fla. 3d DCA 1971); where there was no bona fide purchase of property and a scheme in the execution of the mortgage, in Pelle v. Glantz, 349 So. 2d 732 (Fla. 3d DCA 1977), in a case of a usurious note, in Wasman v. Rubinson, 341 So. 2d 802 (Fla. 3d DCA 1977), where an agreement was reached and a foreclosure was filed prior to the expiration of the deadline to meet the terms of the agreement, in Knight Energy Services, Inc. v. Amoco Oil, 660 So. 2d. 786 (Fla. 4th DCA 1995), and in a case of where the Court found the foreclosing party engaged in a series of transactions involving fraud, in Goodman v. Aldrich & Ramsey Enterprises, Inc., 804 So. 2d 544 (Fla. 2d DCA 2002).

5. In the instant case, Defendant has alleged that Plaintiff failed to follow certain HUD guidelines, and therefore is barred from foreclosure. Defendant has not alleged any specific intentional acts or other conduct to suggest a scheme or fraud by the Plaintiff to constitute unclean hands.

6. There are no facts in this case to demonstrate or support unclean hands or any other of the defenses promoted by the Defendant. In fact, Plaintiff made numerous attempts and offers to the Defendant to avoid foreclosure, as follows:

- November 27, 2006 letter: “A HUD counseling agency may be able to provide you with assistance. To locate the HUD approved counseling agency in your area, call the HUD Housing Counseling Service at (800) 569-4287 or consult HUD’s website at www.HUD.gov.” Additionally, the letter stated as follows: If you have the desire to remedy this situation, we want to assist you in trying to reach that goal. OCWEN would like to present you with some of the alternatives that might be available regarding your delinquent mortgage loan. While our primary objective is the collection of past due amounts on your loan, we want to work with you to find the best available alternative for you to bring your mortgage loan obligation current.” Finally, the letter stated as follows: “Additionally, the Credit Counseling Resource Center (CCRC), a program of the Homeownership Preservation Foundation, provides free credit counseling services. The experienced HUD-approved housing counselors working with the CCRC are independent of Ocwen and may be able to help you avoid a foreclosure. We urge you to contact the CCRC or other HUD approved agencies to obtain assistance in keeping your home. Credit Counseling Recourse Center: 1-888-995-HOPE, www.995.hope.org. **(A copy of Plaintiff’s November 27, 2006 is attached as Exhibit A).**
- December 20, 2006 letter: “A HUD counseling agency may be able to provide you with assistance. To locate the HUD approved counseling agency in your area, call the HUD Housing Counseling Service at (800) 569-4287 or consult HUD’s website at www.HUD.gov.” Additionally, the letter stated as follows: If you have the desire to remedy this situation, we want to assist you in trying to reach that goal. OCWEN would like to present you with some of the alternatives that might be available regarding your delinquent mortgage loan. While our primary objective is the collection of past due amounts on your loan, we want to work with you to find the best available alternative for you to bring your mortgage loan obligation current.” Finally, the letter stated as follows: “Additionally, the Credit Counseling Resource Center (CCRC), a program of the Homeownership Preservation Foundation, provides free credit counseling services. The experienced HUD-approved housing counselors working with the CCRC are independent of Ocwen and may be able to help you avoid a foreclosure. We urge you to contact the CCRC or other HUD approved agencies to obtain assistance in keeping your home. Credit Counseling Recourse Center: 1-888-995-HOPE, www.995.hope.org. **(A copy of Plaintiff’s December 20, 2003 is attached as Exhibit B).**
- March 2, 2007 letter: “A HUD counseling agency may be able to provide you with assistance. To locate the HUD approved counseling agency in your area, call the HUD Housing Counseling Service at (800) 569-4287 or consult HUD’s website at www.HUD.gov.” Additionally, the letter stated as follows: If you have the desire to remedy this situation, we want to assist you in trying to reach that goal. OCWEN would like to present you with some of the alternatives that might be available

regarding your delinquent mortgage loan. While our primary objective is the collection of past due amounts on your loan, we want to work with you to find the best available alternative for you to bring your mortgage loan obligation current." Finally, the letter stated as follows: "Additionally, the Credit Counseling Resource Center (CCRC), a program of the Homeownership Preservation Foundation, provides free credit counseling services. The experienced HUD-approved housing counselors working with the CCRC are independent of Ocwen and may be able to help you avoid a foreclosure. We urge you to contact the CCRC or other HUD approved agencies to obtain assistance in keeping your home. Credit Counseling Recourse Center: 1-888-995-HOPE, www.995.hope.org. **(A copy of Plaintiff's March 2, 2007, is attached as Exhibit C).**

7. Notwithstanding the letters referenced above and attached hereto, all of which contain offers for foreclosure assistance, Defendant now claims that she "has been denied a good faith opportunity, pursuant to the mortgage and the servicing obligations of the Plaintiff, to avoid acceleration and this foreclosure."

8. Further, notwithstanding the letters referenced above, and attached hereto, all of which contain HUD counseling notices, Defendant now claims that "Plaintiff failed to comply with the foreclosure prevention loan servicing requirement imposed on Plaintiff pursuant to the National Housing Act, 12 U.S.C. §1701x(c)(5), which requires all private lenders servicing non-federally insured home loans, including the Plaintiff, to advise borrowers, including this separate Defendant, of any home ownership counseling Plaintiff offers together with information about counseling offered by the U.S. Department of Housing and Urban Development."

9. Furthermore, notwithstanding the letters referenced above, and attached hereto, all of which contain information to independent, debt management counseling, Defendant now claims that "Plaintiff failed to provide [the Defendant] with legitimate and non predatory access to the debt management and relief that must be made available to borrowers, including this Defendant pursuant to and in accordance with the Pooling and Servicing Agreement or other trust agreement that controls and applies to the subject mortgage loan." Defendant has failed to identify the Pooling and Servicing Agreement or the specific provision of any such agreement which requires such access to debt management. Regardless, the letters attached hereto, negate any such claim.

10. Finally, Defendant alleges that Plaintiff lacks standing as it is not the true owner of the claim sued upon, is not the real party in interest and is not shown to be authorized to bring this foreclosure. However, Exhibit "C" to the Amended Complaint is the Assignment of Mortgage from the original lender to the Plaintiff.

11. It is clear that the allegations set forth in the Defendant's Affirmative Defenses are standard boiler plate defenses which have been raised in order to delay these proceedings indefinitely. The defenses lack any degree of fact or specificity to the current case. The defenses are carefully worded, and sufficiently ambiguous to fit any foreclosure situation without regard to the facts of the case. Further, the allegations are in direct contravention with the Plaintiff's supporting documents attached hereto and to the Complaint. In light of the above, there is no doubt that these allegations are made in bad faith.

B. MOTION TO DISMISS COUNTERCLAIM

Count I – Declaratory and Injunctive Relief

12. Defendant seeks declaratory relief without entitlement. Florida Statute 86.011 provides:

The circuit and county courts have jurisdiction within their respective jurisdictional amounts to declare rights, status, and other equitable or legal relations whether or not further relief is or could be claimed. No action or procedure is open to objection on the ground that a declaratory judgment is demanded. The court's declaration may be either affirmative or negative in form and effect and such declaration has the force and effect of a final judgment. The court may render declaratory judgments on the existence, or nonexistence:

(1) Of any immunity, power, privilege, or right; or

(2) Of any fact upon which the existence or nonexistence of such immunity, power, privilege, or right does or may depend, whether such immunity, power, privilege, or right now exists or will arise in the future. Any person seeking a declaratory judgment may also demand additional, alternative, coercive, subsequent, or supplemental relief in the same action.

13. The gravamen of Defendant's sole claim is that Plaintiff failed to provide her with the opportunity for alternatives to foreclosure, pursuant to HUD guidelines. The law is clear that the National Housing Act and regulations promulgated thereunder deal only with relationships between

the mortgagee and the government; the regulations do not confer any claim or duty owed, nor remedy. Baker v. Northland Mortgage Company, 344 F. Supp. 1385 (N.D. Ill 1972), citing 12 U.S.C. §1701.

14. Further, Defendant also improperly seeks injunctive relief. Defendant's claim for injunctive relief is unclear, ambiguous, and unsupported by evidence. An injunction should be granted only in clear cases, reasonably from doubt, and when necessary to prevent great irreparable injury, and the claim has the burden of proving those facts which support the entitlement for relief. Sachett v. Coral Gables, 246 So. 2d 162 (Fla. 3d DCA 1971).

Defendant has failed to allege any of the four (4) elements to award injunctive relief:

- That irreparable harm will follow unless the status quo is maintained;
- That no adequate remedy at law exists;
- That there is a clear legal right to the requested relief; and
- That an injunction will favor public interest.

See Wilson v. Sandstrom, 317 So. 2d 732 (Fla. 1975).

Counts II and III – Consumer Collections Act Violation

15. Defendant cannot maintain a cause of action pursuant to Florida Statute §559.72 (9), which states:

In collecting consumer debts, no person shall: 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;

Florida Statute §559.72(9) specifically requires proof of knowledge by the party collecting the debt, that the debt is not legitimate or the right does not exist, and intent. Defendant has failed to allege or demonstrate that Plaintiff knows the debt is not legitimate. The records of the Plaintiff specifically state that the debt is legitimate.

16. Additionally, Defendant cannot maintain this cause of action as Defendant's premise for Plaintiff's alleged wrongdoing is based on the violation of 12 U.S.C. §1710 (a). However, this particular Statute details the Secretary of HUD's ability to pay insurance benefits to a mortgagee under certain circumstances. There are no affirmative duties contained within this Statute on behalf of the Plaintiff to the Defendant herein.
17. Furthermore, the Defendant states that the Plaintiff violated the obligations imposed on it pursuant to the Pooling and Servicing or Trust Agreement that controls and applies to the subject loan. However, the Defendant fails to state what specific Pooling and Servicing or Trust Agreement is applicable to this Plaintiff, nor has she attached a copy of this Agreement, detailing what the duties are, in violation of Florida Rules of Civil Procedure, Rule 1.130.
18. Also, the Defendant states that the Plaintiff has claimed, attempted, and threatened to collect charges which are not authorized or in conformity with the note and mortgage, including, but not limited to, attorneys fees, foreclosure costs, late charges, property inspection fees, and property valuation charges. However, paragraph 1 of the Mortgage, which is attached to the Amended Complaint as Exhibit "B" and incorporated herein by reference, allows for the charging of late charges due under the Note. Paragraph 8(a) of the Note, which is attached to the Amended Complaint as Exhibit "A" and incorporated herein by reference, allows for charging a late fee. Further, paragraph 14 of the Mortgage allows the Plaintiff to charge the aforementioned fees.
19. Finally, paragraph 14 of the Note specifically states that any action which the Defendant can bring against the Lender, or a subsequent Noteholder, must be brought in a court of competent jurisdiction in the county in which the Lender, or a subsequent Noteholder, maintains its principal place of business.

20. “[F]orum selection clauses which state or clearly indicate that any litigation must or shall be initiated in a specified forum are mandatory.” Shoppes Limited Partnership, Etc., v. Conn, 879 So. 2d 356, 357 (Fla. 5th DCA, 2002). The Plaintiff’s principal place of business is not Duval County, Florida. Accordingly, this Honorable Court is obligated to enforce the forum selection clause and dismiss the Counterclaim.

MOTION TO STRIKE DEMAND FOR JURY TRIAL

21. Inasmuch as the counterclaim fails to state a cause of action upon which relief can be granted and cannot stand, Defendant is not entitled to a jury trial in a foreclosure action. See Adams v. Citizens Bank Of Brevard, 248 So. 2d 682 (Fla. 4th DCA 1987) and Florida Statute §702.01 (all mortgages shall be foreclosed in equity. In a mortgage foreclosure action, the Court shall sever for separate trial all counterclaims against foreclosing mortgages. The foreclosure shall, if tried, be tried by the Court without a jury).

WHEREFORE, Plaintiff requests this Honorable Court grant Plaintiff’s Motion To Strike Affirmative Defenses, grant Plaintiff’s Motion To Dismiss Counterclaim, grant Plaintiff’s Motion To Strike Demand For Jury Trial, and for such other and further relief that this Court deems just and proper in the circumstance.

"THIS COMMUNICATION, FROM A DEBTOR COLLECTOR, IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE."

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail on this 9 day of Jan, 2007, to the following:

Margaret A. Massey, unmarried widow and surviving Spouse of Edgar E. Massey, Deceased, c/o April Carrie Charney, Esquire; Attorney for Defendant, 126 West Adams Street, Jacksonville, FL

32202; Unknown Parties in Possession #1, 245 West 3rd Street, Jacksonville, FL 32206; Unknown

Parties in Possession #2, 245 West 3rd Street, Jacksonville, FL 32206

By: 
IRA SCOT SILVERSTEIN
FL Bar # 0009636

SHAPIRO & FISHMAN, LLP
Attorneys for Plaintiff
2424 North Federal Highway
Suite 360
Boca Raton, Florida 33431
Telephone: (561) 998-6700
Fax: (561) 998-6707

07-76346B

FORECLOSUREPROSE.COM

FORECLOSUREPROPOSE.COM

EXHIBIT "A"



OCWEN Loan Services, LLC
 12650 Ingenuity Drive
 Orlando, Florida 32826

WWW.OCWEN.COM

November 27, 2006

VIA First Class Mail
 VIA Certified Mail (return receipt requested)
 Certified Number: 71069017515113457993
 Reference Code: 0609

Edgar E. Massey
 245 West 3rd Street
 Jacksonville, FL 32206-0000

Loan Number: 34065144
 Property Address: 245 West 3rd Street, Jacksonville, FL 32206-0000

NOTICE OF DEFAULT

AVISO IMPORTANTE PARA PERSONAS DE HABLA HISPANA:

Esta notificación es de suma importancia. Puede afectar su derecho a continuar viviendo en su casa. Si no entiende su contenido, obtenga una traducción inmediatamente o contáctenos ya que tenemos representantes que hablan español y están disponibles para asistir.

Dear Borrower (s):

SPECIAL NOTICE IN THE EVENT YOU HAVE FILED BANKRUPTCY

If you have received a Chapter 7 discharge under the Bankruptcy Code of the United States or if your mortgage is the type which has been discharged pursuant to a completed Chapter 13 plan, this notice is not intended and does not constitute an attempt to collect a debt against you personally. If the foregoing applies to you, this notice is sent to you only as a preliminary step to a foreclosure on the mortgage against the above-referenced property. Provisions may be contained within your mortgage/deed of trust that require notice prior to foreclosure. As such, this is not an attempt to assert that you have any personal liability for this debt.

In addition, if you have recently filed a petition under the Bankruptcy Code, this notice has been sent to you because OCWEN has not been notified of your bankruptcy case. If the foregoing applies to you, it is **IMPORTANT** that you or your bankruptcy attorney contact us immediately and provide us with the following information: date and jurisdiction of your filing, your case number and the bankruptcy chapter number under which you have filed.

If you have not recently filed bankruptcy or received a bankruptcy discharge, you are hereby notified that this letter is an attempt to collect a debt. All information obtained will be used for that purpose. The debt is owed to OCWEN as the owner or servicer of your home loan and mortgage.

Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this letter, the debt will be assumed to be valid by OCWEN. If you notify OCWEN in writing within thirty (30) days that the debt or a portion of the debt is disputed, OCWEN will send you verification of the debt. If you would like to obtain such verification, direct your request in writing to the Loan Resolution Consultant within thirty (30) days. The failure to dispute the validity of the debt may not be construed by any court as an admission of liability by you.

Your mortgage payments are past due, which puts you in default of your loan agreement. As of November 27, 2006, you owe the following:

Principal and Interest.....	\$ 2,313.44
Interest Arrearage.....	\$ 0.00
Escrow.....	\$ 0.00
Late Charges.....	\$ 110.68
Insufficient Funds Charges.....	\$ 0.00
Fees / Expenses.....	\$ 0.50
Suspense Balance (CREDIT).....	\$ 0.00
Interest Reserve Balance (CREDIT).....	\$ 0.00
TOTAL DUE.....	\$ 2,424.62

DEMAND05.10

This communication is from a debt collector attempting to collect a debt;



OCWEN Loan Servicing, LLC
 12650 Ingenuity Drive
 Orlando, Florida 32826

WWW.OCWEN.COM

On or before December 27, 2006, you must submit payment by Money Gram, Bank Check, Money Order or Certified Funds for the entire total due amount stated above to the appropriate address listed at the bottom of page two of this notice. Any payment(s) that become due in the interim must also be included.

Failure to bring your account current may result in our election to exercise our right to foreclose on your property. Upon acceleration, your total obligation will be immediately due and payable without further demand. In foreclosure proceedings, we are entitled to collect your total arrearage in addition to any expenses of foreclosure, including but not limited to reasonable attorney's fees and costs. If your loan has already been accelerated and foreclosure proceedings already begun, we will continue the foreclosure action (if possible). You have the right to assert in court the non-existence of a default or any other defense to acceleration and foreclosure.

OCWEN will work with bankruptcy lawyers, foreclosure defense lawyers, housing counselors, and other authorized representatives of our customers. However, we will only release information once your written authorization has been obtained, as required by law.

After acceleration of the debt, but prior to foreclosure, you may have the right to reinstate the mortgage loan, depending on the terms of the note and mortgage. We encourage you to review the provisions of the note and mortgage. Please be aware that, after acceleration of the debt, there may be expenses and attorney's fees and costs incurred by OCWEN to enforce the mortgage in addition to the overdue amount on the mortgage. Any payment to reinstate the mortgage loan after acceleration must therefore include an amount sufficient to cover such expenses and fees incurred. Payments received that are less than the amount required to reinstate the mortgage loan will be returned, and will not stop any foreclosure proceedings that have begun. **PRIOR TO SUBMITTING PAYMENT, YOU MAY WISH TO CALL ME TO VERIFY THE EXACT AMOUNT DUE.**

A HUD counseling agency may be able to provide you with assistance. To locate the HUD approved counseling agency in your area, call the HUD Housing Counseling Service at (800) 569-4287 or consult HUD's website at www.HUD.gov.

Additionally, the Credit Counseling Resource Center (CCRC), a program of the Homeownership Preservation Foundation, provides free credit counseling services. The experienced HUD-approved housing counselors working with the CCRC are independent of Ocwen and may be able to help you avoid a foreclosure. We urge you to contact the CCRC or other HUD approved agencies to obtain assistance in keeping your home.

Credit Counseling Resource Center: 1-888-995-HOPE www.995hope.org

If you are unable to bring your account current, I urge you to call us immediately to discuss possible alternatives to foreclosure.

If you have the desire to remedy this situation, we want to assist you in trying to reach that goal. OCWEN would like to present you with some of the alternatives that might be available regarding your delinquent mortgage loan. While our primary objective is the collection of past due amounts on your loan, we want to work with you to find the best available alternative for you to bring your mortgage loan obligation current.

Please visit our website @www.Ocwen.com where you can review your account and enter your financial information at your convenience.

Yours truly,

Collections Department
 Toll Free Phone: 800-310-9229

Fax: 407-737-6300

ADDRESS WRITTEN CORRESPONDENCE TO:

Performing Collections Dept.
 Ocwen Loan Servicing, LLC
 P.O. Box 785055
 Orlando, FL 32878-5055

PAYMENT REMITTANCE INFORMATION (always include Loan # 34065144 with your payment)

Money Gram
 Receive Code: 2355
 City: Orlando
 St: FL
 Loan # 34065144

Overnight Address
 Ocwen Loan Servicing, LLC
 12650 Ingenuity Drive
 Orlando, FL 32826
 Attention: Collections Department

VIA Regular Mail
 Ocwen Loan Servicing, LLC
 P.O. Box 6440
 Carol Stream, IL 60197-6440

FORECLOSUREPROPOSE.COM

EXHIBIT "B"



OCWEN Loan Services, LLC
 12650 Ingenuity Drive
 Orlando, Florida 32826

WWW.OCWEN.COM

December 20, 2006

VIA First Class Mail
 VIA Certified Mail (return receipt requested)
 Certified Number: 71069017515114002635
 Reference Code: 0612

Edgar E. Massey
 245 West 3rd Street
 Jacksonville, FL 32206-0000

Loan Number: 34065144
 Property Address: 245 West 3rd Street, Jacksonville, FL 32206-0000

NOTICE OF DEFAULT

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In addition, if you have recently filed a petition under the Bankruptcy Code, this notice has been sent to you because OCWEN has not been notified of your bankruptcy case. If the foregoing applies to you, it is **IMPORTANT** that you or your bankruptcy attorney contact us immediately and provide us with the following information: date and jurisdiction of your filing, your case number and the bankruptcy chapter number under which you have filed.

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Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this letter, the debt will be assumed to be valid by OCWEN. If you notify OCWEN in writing within thirty (30) days that the debt or a portion of the debt is disputed, OCWEN will send you verification of the debt. If you would like to obtain such verification, direct your request in writing to the Loan Resolution Consultant within thirty (30) days. The failure to dispute the validity of the debt may not be construed by any court as an admission of liability by you.

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Principal and Interest.....	\$ 2,313.44
Interest Arrearage.....	\$ 0.00
Escrow.....	\$ 0.00
Late Charges.....	\$ 226.36
Insufficient Funds Charges.....	\$ 0.00
Fees / Expenses.....	\$ 5.17
Suspense Balance (CREDIT).....	\$ 178.45
Interest Reserve Balance (CREDIT).....	\$ 0.00
TOTAL DUE.....	\$ 2,366.52

DEMAND05.10

This communication is from a debt collector attempting to collect a debt;



OCWEN Loan Servicing, LLC
 12650 Ingenuity Drive
 Orlando, Florida 32826

WWW.OCWEN.COM

On or before January 20, 2007, you must submit payment by Money Gram, Bank Check, Money Order or Certified Funds for the entire total due amount stated above to the appropriate address listed at the bottom of page two of this notice. Any payment(s) that become due in the interim must also be included.

Failure to bring your account current may result in our election to exercise our right to foreclose on your property. Upon acceleration, your total obligation will be immediately due and payable without further demand. In foreclosure proceedings, we are entitled to collect your total arrearage in addition to any expenses of foreclosure, including but not limited to reasonable attorney's fees and costs. If your loan has already been accelerated and foreclosure proceedings already begun, we will continue the foreclosure action (if possible). You have the right to assert in court the non-existence of a default or any other defense to acceleration and foreclosure.

OCWEN will work with bankruptcy lawyers, foreclosure defense lawyers, housing counselors, and other authorized representatives of our customers. However, we will only release information once your written authorization has been obtained, as required by law.

After acceleration of the debt, but prior to foreclosure, you may have the right to reinstate the mortgage loan, depending on the terms of the note and mortgage. We encourage you to review the provisions of the note and mortgage. Please be aware that, after acceleration of the debt, there may be expenses and attorney's fees and costs incurred by OCWEN to enforce the mortgage in addition to the overdue amount on the mortgage. Any payment to reinstate the mortgage loan after acceleration must therefore include an amount sufficient to cover such expenses and fees incurred. Payments received that are less than the amount required to reinstate the mortgage loan will be returned, and will not stop any foreclosure proceedings that have begun. **PRIOR TO SUBMITTING PAYMENT, YOU MAY WISH TO CALL ME TO VERIFY THE EXACT AMOUNT DUE.**

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 St: FL
 Loan # 34065144

Overnight Address
 Ocwen Loan Servicing, LLC
 12650 Ingenuity Drive
 Orlando, FL 32826
 Attention: Collections Department

VIA Regular Mail
 Ocwen Loan Servicing, LLC
 P.O. Box 6440
 Carol Stream, IL 60197-6440

FORECLOSUREPROPOSE.COM

EXHIBIT "C"



OCWEN Loan Service, LLC
 12650 Ingenuity Drive
 Orlando, Florida 32826

WWW.OCWEN.COM

March 02, 2007

VIA First Class Mail
 VIA Certified Mail (return receipt requested)
 Certified Number: 71069017515115099917
 Reference Code: 0703

Edgar E. Massey

245 West 3rd Street
 Jacksonville, FL 32206-0000

Loan Number: 34065144
 Property Address: 245 West 3rd Street, Jacksonville, FL 32206-0000

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SPECIAL NOTICE IN THE EVENT YOU HAVE FILED BANKRUPTCY

If you have received a Chapter 7 discharge under the Bankruptcy Code of the United States or if your mortgage is the type which has been discharged pursuant to a completed Chapter 13 plan, this notice is not intended and does not constitute an attempt to collect a debt against you personally. If the foregoing applies to you, this notice is sent to you only as a preliminary step to a foreclosure on the mortgage against the above-referenced property. Provisions may be contained within your mortgage/deed of trust that require notice prior to foreclosure. As such, this is not an attempt to assert that you have any personal liability for this debt.

In addition, if you have recently filed a petition under the Bankruptcy Code, this notice has been sent to you because OCWEN has not been notified of your bankruptcy case. If the foregoing applies to you, it is **IMPORTANT** that you or your bankruptcy attorney contact us immediately and provide us with the following information: date and jurisdiction of your filing, your case number and the bankruptcy chapter number under which you have filed.

If you have not recently filed bankruptcy or received a bankruptcy discharge, you are hereby notified that this letter is an attempt to collect a debt. All information obtained will be used for that purpose. The debt is owed to OCWEN as the owner or servicer of your home loan and mortgage.

Unless you dispute the validity of the debt, or any portion thereof, within thirty (30) days after receipt of this letter, the debt will be assumed to be valid by OCWEN. If you notify OCWEN in writing within thirty (30) days that the debt or a portion of the debt is disputed, OCWEN will send you verification of the debt. If you would like to obtain such verification, direct your request in writing to the Loan Resolution Consultant within thirty (30) days. The failure to dispute the validity of the debt may not be construed by any court as an admission of liability by you.

Your mortgage payments are past due, which puts you in default of your loan agreement. As of March 02, 2007, you owe the following:

Principal and Interest.....	\$ 3,470.16
Interest Arrearage.....	\$ 0.00
Escrow.....	\$ 0.00
Late Charges.....	\$ 342.04
Insufficient Funds Charges.....	\$ 0.00
Fees / Expenses.....	\$ 121.51
Suspense Balance (CREDIT).....	\$ 178.45
Interest Reserve Balance (CREDIT).....	\$ 0.00
TOTAL DUE.....	\$ 3,755.26

DEMAND05.10



OCWEN Loan Servicing, LLC
 12650 Ingenuity Drive
 Orlando, Florida 32826

WWW.OCWEN.COM

On or before April 02, 2007, you must submit payment by Money Gram, Bank Check, Money Order or Certified Funds for the entire total due amount stated above to the appropriate address listed at the bottom of page two of this notice. Any payment(s) that become due in the interim must also be included.

Failure to bring your account current may result in our election to exercise our right to foreclose on your property. Upon acceleration, your total obligation will be immediately due and payable without further demand. In foreclosure proceedings, we are entitled to collect your total arrearage in addition to any expenses of foreclosure, including but not limited to reasonable attorney's fees and costs. If your loan has already been accelerated and foreclosure proceedings already begun, we will continue the foreclosure action (if possible). You have the right to assert in court the non-existence of a default or any other defense to acceleration and foreclosure.

OCWEN will work with bankruptcy lawyers, foreclosure defense lawyers, housing counselors, and other authorized representatives of our customers. However, we will only release information once your written authorization has been obtained, as required by law.

After acceleration of the debt, but prior to foreclosure, you may have the right to reinstate the mortgage loan, depending on the terms of the note and mortgage. We encourage you to review the provisions of the note and mortgage. Please be aware that, after acceleration of the debt, there may be expenses and attorney's fees and costs incurred by OCWEN to enforce the mortgage in addition to the overdue amount on the mortgage. Any payment to reinstate the mortgage loan after acceleration must therefore include an amount sufficient to cover such expenses and fees incurred. Payments received that are less than the amount required to reinstate the mortgage loan will be returned, and will not stop any foreclosure proceedings that have begun. **PRIOR TO SUBMITTING PAYMENT, YOU MAY WISH TO CALL ME TO VERIFY THE EXACT AMOUNT DUE.**

A HUD counseling agency may be able to provide you with assistance. To locate the HUD approved counseling agency in your area, call the HUD Housing Counseling Service at (800) 569-4287 or consult HUD's website at www.HUD.gov.

Additionally, the Credit Counseling Resource Center (CCRC), a program of the Homeownership Preservation Foundation, provides free credit counseling services. The experienced HUD-approved housing counselors working with the CCRC are independent of Ocwen and may be able to help you avoid a foreclosure. We urge you to contact the CCRC or other HUD approved agencies to obtain assistance in keeping your home.

Credit Counseling Resource Center: 1-888-995-HOPE www.995hope.org

If you are unable to bring your account current, I urge you to call us immediately to discuss possible alternatives to foreclosure.

If you have the desire to remedy this situation, we want to assist you in trying to reach that goal. OCWEN would like to present you with some of the alternatives that might be available regarding your delinquent mortgage loan. While our primary objective is the collection of past due amounts on your loan, we want to work with you to find the best available alternative for you to bring your mortgage loan obligation current.

Please visit our website @www.Ocwen.com where you can review your account and enter your financial information at your convenience.

Yours truly,

Collections Department
 Toll Free Phone: 800-310-9229

Fax: 407-737-6300

ADDRESS WRITTEN CORRESPONDENCE TO:

Performing Collections Dept.
 Ocwen Loan Servicing, LLC
 P.O. Box 785055
 Orlando, FL 32878-5055

PAYMENT REMITTANCE INFORMATION (always include Loan # 34065144 with your payment)

Money Gram
 Receive Code: 2355
 City: Orlando
 St: FL
 Loan # 34065144

Overnight Address
 Ocwen Loan Servicing, LLC
 12650 Ingenuity Drive
 Orlando, FL 32826
 Attention: Collections Department

VIA Regular Mail
 Ocwen Loan Servicing, LLC
 P.O. Box 6440
 Carol Stream, IL 60197-6440