

Filing # 43741435 E-Filed 07/08/2016 08:05:54 PM

IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIR-  
CUIT IN AND FOR MIAMI-DADE COUNTY FLORIDA

Case No. 2016-012966(CA 25) (Cueto)

LARRY S. SAZANT, TRUSTEE,  
PLAINTIFF

v.

KEVIN BURNS, ROBERT FLINT,  
ANY AND ALL UNKNOWN PARTIES  
CLAIMING BY, THROUGH AND UNDER  
AND AGAINST THE INDIVIDUAL NAMED  
DEFENDANTS, WHO ARE NOT KNOWN  
TO BE DEAD OR ALIVE, WHETHER SAID  
UNKNOWN PARTIES MAY CLAIM AN  
INTEREST AS SPOUSES, HEIRS, DEVISEES,  
GRANTEES OR OTHER CLAIMANTS;  
JOHN DOE AND JANE DOE AS UNKNOWN  
TENANTSIN POSSESSION,  
DEFENDANTS

**FIRST AMENDED VERIFIED  
COMPLAINT TO FORECLOSE MORTGAGE  
AND TO ENFORCE NOTE**

Plaintiff sues the Defendants and alleges:

**COUNT I**

1. This is an action to foreclose a Mortgage on real property in Miami-Dade County, Florida.
2. This Court has jurisdiction over the subject matter and Parties.
3. On June 30th, 2006, Defendant Kevin A. Burns ( Defendant Burns) executed and delivered a Promissory Note and Mortgage securing payment of the Note to the Payee, the Plaintiff above-named.

1.

4. The Mortgage was recorded on July 5th, 2006 in official Records Book 24690, Pages 2417-2427 of the public records of Miami-Dade County, Florida.
5. A copy of the Mortgage and Note, and the required Certification were attached as Composite Exhibit "A"
6. The Plaintiff owns and holds the Mortgage and Note.
7. The Plaintiff has, pursuant to Paragraphs 26(b) and 28(e) of the Mortgage, made payments to cure any default under the terms of the Mortgage and Note, and as such has suffered damages as stated in below
8. There is a default under the terms of the Mortgage and Note.
9. Despite repeated attempts to have payment made - including meetings at the offices of the Plaintiff with Defendant Burns - no payment(s) have been made.
10. Defendant Burns has repeatedly acknowledged his obligation to pay the debt, as recently evidenced by the "Full and Public Disclosure of Financial Interests" filed as part of the documents required for his candidacy for State Senate. The form is attached as Exhibit "B".<sup>1</sup>
11. All conditions precedent to the acceleration of the Mortgage and Note and to the foreclosure of the Mortgage and Note have occurred or been waived.
12. The Plaintiff declares the full amount payable under the Mortgage and Note to be due.
13. The Defendants and borrowers have the right to dispute the debt pursuant to the Fair Debt Collection Practices Act, the notification of which is attached as Exhibit "C".

2.

---

<sup>1</sup> Although Defendant Burns misidentified the holder of the Mortgage and Note - a corporation associated with the Plaintiff - as he correctly listed the location of the documents, any attempt to dispute the validity of the debt or the holder of the Mortgage and Note - with whom he has had numerous meetings - would be both frivolous and disingenuous.

14. The Defendants owe the Plaintiff as of this date the entire balance of the Mortgage and Note in the original amount of One Hundred Seventy-Five Thousand Dollars, (\$175,000) plus interest from the execution of the Note and as it accrues, and all costs and fees associated with the filing of this action.
15. The Defendants must contact the Plaintiff for updated payoff amounts.
16. The Plaintiff is obligated to pay its attorney a reasonable fee for the legal services provided.

Wherefore the Plaintiff demands the following relief:

17. That a Final Judgment of Foreclosure be entered against the Defendants in for of the Plaintiff and that all principal and interest due under the Note and Mortgage in the original, principal amount of One Hundred Seventy-Five Thousand Dollars (\$175,000) be paid by the Defendants to the Plaintiff.
18. That the Final Judgment of Foreclosure provide that all costs, charges, attorney's fees and advancements be paid by the Defendants to the Plaintiff.
19. That upon a Final Judgment of Foreclosure the property be sold under the direction of the Court, that the Plaintiff receive the amounts due under the Judgment of Foreclosure and that a deficiency judgment be entered if applicable.
20. For all other relief deemed just.

## COUNT II

21. Paragraphs 1-16 are incorporated as if set forth in full.
22. The Promissory Note, was executed by Kevin A. Burns on June 30th, 2006 and is attached as part of Composite Exhibit "A".
23. The Plaintiff is the named payee and holds the Note.
24. The Defendant Kevin A. Burns is in default as to the entire amount of the Note and all interest and default interest thereon.
25. All conditions precedent have occurred or been waived.

Wherefore, the Plaintiff demands the following relief:

- 26. A Final Judgment in favor of the Plaintiff and against the Defendant Kevin A. Burns for the amount of \$175,000 plus all accrued and default interest.
- 27. That the Final Judgment in favor of the Plaintiff and against the Defendant Kevin A. Burns include all costs and fees associated with the filing of this action.
- 28. For all other relief deemed just.

TO ALL DEFENDANTS: PLEASE READ ATTACHED EXHIBIT "C" WHICH CONTAINS IMPORTANT INFORMATION IF YOU WANT TO DISPUTE THE VALIDITY OF THE DEBT WHICH PLAINTIFF IS ATTEMPTING TO COLLECT IN THIS LAWSUIT

s/ John C. Dellagloria  
 John C. Dellagloria  
 Attorney for the Plaintiff  
 P.O. Box 560333  
 Miami, Fl. 33156  
 Ph. 305-431-0704  
 Fla. Bar No. 283721

e-mail: johndellagloria@dellaglorialaw.com

I HEREBY CERTIFY that on July 8th, 2016, a true copy was electronically filed using the Florida E-Filing Portal, and also certify that a true copy is being served this day on all Parties of Record via the E-Service List associated with this action

s/John C. Dellagloria  
 John C. Dellagloria

## VERIFICATION

**UNDER PENALTIES OF PERJURY I declare that I have read the foregoing and the facts alleged therein are true and correct to the best of my knowledge and belief.**

s/Larry S. Savant, Trustee  
Larry S. Suzant, Trustee

Larry S. Sazant  
Larry S. Sazant

customization

MVR#99104829

MVR#70754

Wells Fargo View Check Copy

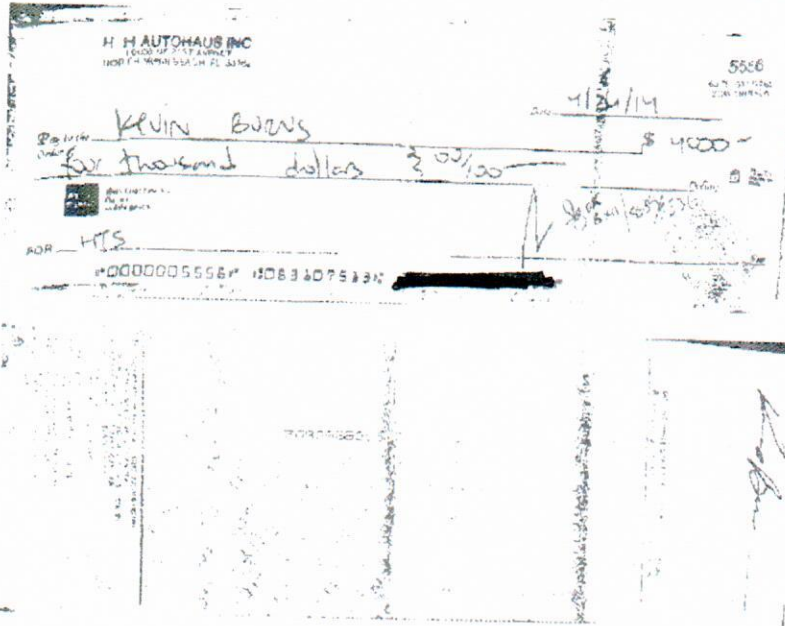
<https://image.wellsfargo.com/imageman/display.do?sessionId=18f0c...>



Wells Fargo Business Online®

### View Check Copy

Check Number	Date Posted	Check Amount	Account Number
5556	04/24/14	\$4,000.00	CUSTOM BUSINESS CHECKING XXXXXXXXXXX8436



Equal Housing Lender

© 1995 - 2014 Wells Fargo. All rights reserved.

EX. "A"

Subject: [REDACTED]  
Date: [REDACTED]

good morning.. how are you?

here is invoice due and copy of cashed check.

thanks  
tyla

### MERCEDESHOP

16058 N.E. 21st Avenue  
North Miami Beach, Florida 33162  
Ph: 305-945-3279 Fax: 305-945-3297  
MON-FRI 8:00AM-5:30PM

CUSTOMER  
KEVIN BURNS

DATE INVOICE #  
4/21/2014 15182

COLOR	MODEL	YEAR	VIN	TAG#	SPEEDOMETER
GOLD	C230K	04	WDBRF40J54F515115	817LPL	153943
ITEM	DESCRIPTION	QTY	RATE	AMOUNT	
Labor	R/R CRANK POSITION SENSOR, CHECK FOR FUEL DELIVERY, R/R FUEL PUMP AND FUEL SENDING UNIT	4	95.00	380.00	
Parts	CRANK POSITION SENSOR		120.00	120.00	
Parts	FUEL PUMP		340.00	340.00	
Parts	FUEL SENDING UNIT		338.00	338.00	
Shop Supplies	MISCELLANEOUS SHOP SUPPLIES		24.00	24.00	
	FLA SALES TAX		7.00%	84.14	

Ex. 'B'

\*\*\* Warranty Void if Odometer not Working \*\*\*

Visit our website ...  
[www.Mercedeshop.com](http://www.Mercedeshop.com)

**Total**

\$1,286.14

We specialize in quality repair and