

**IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA**

**TOM HUSTON, JR., TRUSTEE
("HUSTON")
PLAINTIFF**

CIRCUIT CIVIL DIVISION

CASE NO.:

vs.

FORECLOSURE OF MORTGAGE

**THE BIEN-AIME'S FAMILY, LLC
A Florida Limited Liability Company,
("BIEN-AIME")
HERBY DORVAL, ("DORVAL")
PHILIPPE BIEN-AIME, ("PHILIPPE")**

DEFENDANTS

COMPLAINT

Comes now Plaintiff and files this Complaint pursuant to the Florida Rules of Civil Procedure and alleges:

This is an action to foreclose a First Mortgage on non-homestead real property in Miami-Dade County, Florida and for money judgments against all Defendants.

GENERAL ALLEGATIONS

1. Plaintiff TOM HUSTON, JR., Trustee is a resident of the State of Florida residing at 1121 Madruga Avenue, Unit #401, Coral Gables, FL 33146.
2. Defendant BIEN-AIME is a Limited Liability Company organized under the laws of the State of Florida whose address is 70 NE 134 Street, North Miami, FL 33161.
3. Defendant DORVAL is a resident of the State of Florida residing at 15214 SW 32 Street, Miramar, FL 33027.
4. Defendant PHILIPPE is a resident of the State of Florida residing at 70 NE 134 Street, North Miami, FL 33161.

COUNT I
(Mortgage Foreclosure)

5. On the 25th day of November, 2014, BIEN-AIME executed and delivered to Plaintiff a Promissory Note (“NOTE”) in the amount of One Hundred Fifty-Five Thousand, (\$155,000.00) Dollars and a First Mortgage and Security Agreement (“MORTGAGE”) securing payment of the NOTE. The MORTGAGE was recorded December 14, 2014, in Official Records Book 29411, at Page 1994, of the Public Records of Miami-Dade County, Florida, encumbering the Property described therein then owned by BIEN-AIME. (Copies of the NOTE and MORTGAGE are attached as Plaintiff’s Exhibit “A” and “B” respectively). The MORTGAGE encumbered the following described Property owned by BIEN-AIME:

Lot 9, Block 30, BREEZE SWEEP ACRES, SECOND ADDITION
according to the Plat thereof, recorded in Plat Book 65, Page 16 of the
Public Records of Miami-Dade County, Florida. (“PROPERTY”)

Property Address: 70 NE 134th Street, North Miami, FL 33161

6. Plaintiff owns and holds the NOTE and MORTGAGE.

7. Property is now owned by BIEN-AIME.

8. Defendant BIEN-AIME initially defaulted the MORTGAGE by failing to make the payments due May 1st and June 1st, 2015. However Plaintiff reinstated the MORTGAGE pursuant to an oral agreement with Defendant provided BIEN-AIME kept the MORTGAGE current which Defendant BIEN-AIME failed to do by failing to make the November 1st, 2015.

Thereafter Defendant BIEN-AIME was unable to make the final balloon payment under the NOTE which became fully due and payable in the amount of \$155,000.00 on December 1st, 2015 as a result of which Plaintiff has elected to declare the entire remaining balance immediately due and payable. Despite Plaintiff’s demand, BIEN-AIME has failed to make such payment.

Copy of Plaintiff’s Demand Letter dated January 14, 2016 is attached as Plaintiff’s Exhibit “C” setting forth the current balance due plus accrued interest and other charges the originals of which was mailed regular and certified mail to BIEN-AIME, DORAL & PHILIPPE.

9. BIEN-AIME owes Plaintiff \$165,150.00 as of January 15, 2016, that is due and payable under the NOTE and MORTGAGE and all sums advanced by Plaintiff, if any, to protect his interest. Interest charges under the NOTE and MORTGAGE are accruing thereafter at the rate of \$76.44 per day.

10. Plaintiff will incur costs in connection with this action and has obligated himself to pay his attorney a reasonable fee for his services herein, such costs and fee being an additional indebtedness secured by the lien of the Mortgage.

WHEREFORE, Plaintiff seeks:

1. An account of the sum due it under the NOTE and MORTGAGE.
2. A judgment determining that the MORTGAGE is a valid first lien on the Property superior to any liens of record held by any Defendant or Tenant.
3. A judgment against BIEN-AIME'S Family, LLC for the full amount due under the NOTE.
4. Foreclosure of the MORTGAGE.
5. Foreclosure of all of the Defendants named herein and each of them and their estates and all persons claiming by, through, under or against the Defendants since the filing of the Notice of Lis Pendens.
6. The appointment of a receiver to take possession of the Property during the pendency of this litigation to accept rents and protect the Property in accordance with the MORTGAGE.
7. An Order providing that if the judgment in favor of Plaintiff is not paid in full within the time set by this court that the Property is to be sold by Order of this Court to satisfy Plaintiff's claim.
8. An Order retaining jurisdiction of this cause and of the parties to determine Plaintiff's entitlement to a deficiency judgment and the amount thereof.
9. A deficiency judgment against BIEN-AIME'S Family LLC if the proceeds of the sale are insufficient to pay Plaintiff's claim.
10. An Order delivering possession of the Property to Plaintiff upon proof of Plaintiff's letter demanding possession and refusal of any Defendant to vacate and surrender such possession, and directing the Clerk to issue a Writ of Possession without further Order of this Court.
11. An Order awarding costs, interest, attorney's fees and such other and further relief as this Court deems just.

COUNT II
(Action against Defendant, DORVAL, on Promissory Note)

12. This is an action for damages within the jurisdictional limits of this Court.

13. Plaintiff re-alleges and incorporates Paragraphs 1 through 10 of Count I hereof.

14. By execution of the NOTE Defendant DORVAL made himself personally liable thereunder.

15. A copy of Plaintiff's demand letter of January 14, 2016 was sent to Defendant DORVAL on such date.

WHEREFORE, Plaintiff seeks:

1. Entry of a judgment for damages against HERBY DORVAL for the full amount found to be due under the NOTE and MORTGAGE plus costs, interest attorney's fees and such other and further relief as this Court deems just.

COUNT III
(Action against Defendant, PHILIPPE, on Promissory Note)

16. This is an action for damages within the jurisdictional limits of this Court.

17. Plaintiff re-alleges and incorporates Paragraphs of 1 through 10 of Count I hereof.

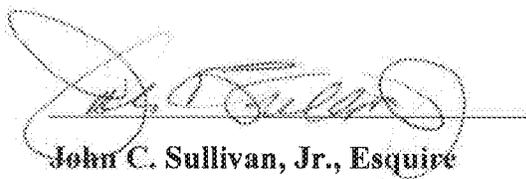
18. By execution of the NOTE Defendant PHILIPPE BIEN-AIME individually made himself personally liable thereunder.

19. A copy of Plaintiff's demand letter of January 14, 2016 was sent to Defendant PHILIPPE BIEN-AIME on such date.

WHEREFORE, Plaintiff seeks:

1. Entry of a judgment for damages against PHILIPPE BIEN-AIME individually for the full amount found to be due under the NOTE and MORTGAGE plus costs, interest attorney's fees and such other and further relief as this Court deems just.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "John C. Sullivan, Jr.", is written over a horizontal line.

John C. Sullivan, Jr., Esquire
Florida Bar No. 079248
Sullivan, Admire & Sullivan, P.A.
Attorney for Plaintiff
2555 Ponce de Leon Blvd, Suite 320
Coral Gables, Florida 33134
Telephone No. (305) 444-6121
Fax No. (305) 444-5508
Email: john.sullivan@sullivanadmire.com

Exhibit "A"

PROMISORY NOTE

1. IDENTIFICATION OF BORROWER

Borrower's name and address are:

The Bien-Aime's Family LLC
531 NE 133rd Street
North Miami, FL 33161

2. IDENTIFICATION OF LENDER

Lender's name and address are:

Tom Huston, Jr. Trustee
1121 Madruga Ave. #401
Coral Gables, FL 33146

3. PROMISE TO PAY-PLACE OF PAYMENT

In return for a loan that Borrower has received from Lender, Borrower promised to pay U.S. \$155,000 ("Principal") plus interest, to Lender or Lender's order at Lender's address as provided herein. Borrower understands that Lender may transfer this note.

4) Interest

Borrower will pay interest at an annual rate of twelve percent (12%). Interest shall be calculated on the basis of a 360 day year, but shall accrue and be paid monthly. Interest will be charged on the principal balance owing from time to time until all sums owing on this note have been paid in full.

5) AFTER DEFAULT RATE OF INTEREST

While in default Borrower shall pay interest on the unpaid balance at the highest rate allowed by applicable law until all sums owing on this Note have been paid in full.

6) MAXIMUM LOAN CHARGES

Lender agrees that Lender will not charge interest or other loan charges that exceed the maximum lawful rate, it being Lender's intent not to charge a usurious interest rate. If it is discovered that interest or other loan charges exceed the maximum lawful rate, Borrower will give Lender the opportunity to refund to Borrower that amount collected which exceeded the maximum lawful rate plus interest on that amount at the maximum lawful rate. Borrower and Lender will then modify this

Note and all instruments securing this Note so that Borrower will not be required to pay further interest or other loan charges that exceed the maximum lawful rate.

7) PAYMENTS

Borrower shall make payments of \$1,550.00 per month commencing on the first day of January 2015 and continuing on the first day of each and every month thereafter through and including the first day of December 2015 at which time all sums of principal and interest due shall become payable in full.

8) RIGHT TO PREPAY

Borrower may prepay principal owing under this Note in full only at any time without premium or charge. Borrower may not make partial payments under this Note.

9) BORROWER'S FAILURE TO PAY AS REQUIRED

A. Charge for Overdue Payments

If lender has not received the full amount of any monthly payment by the end of Five (5) calendar days after the date it is due, Borrower shall pay a late charge to Lender as reimbursement for additional cost for Lender's handling such overdue payment. The amount of the charge shall be fifteen (15%) of the past due monthly payment which shall be paid by Borrower at the time such late payment is paid.

B. Default

If Borrower does not pay the full amount of any payment within thirty (30) days following date when due or fails to keep any promises made in any Instrument securing the payment of this Note then Borrower will be in default and Lender may require Borrower to pay immediately the full amount of principal which has not been paid and all the interest that Borrower owes on that amount.

C. No Waiver By Lender

If at a time when Borrower is in default Lender does not require Borrower to pay immediately in full as described above, this will not be a waiver of Lender's rights and Lender will still have the right to do so if Borrower is in default at a later time.

D. Payment of Lender's Attorney's Fees, Costs and Expenses

If Borrower is in default as described above, Borrower will pay all of the Lender's costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, without limitation, for example reasonable attorneys' fees (before suit is filed, at trial or on appeal).

10) GIVING OF NOTICES

Unless applicable law requires a different method, any notice to be given to Borrower under this Note will be given by personally delivering it, or by mailing it by certified mail to Borrower at the address provided herein, or at a different address if Borrower has given Lender a written notice of a different address for Borrower.

Any notice that must be given to Lender under this Note will be given by mailing it by certified mail to Lender as at the address provided herein, or at a different address if Borrower has been given a notice of that different address.

11) OBLIGATIONS OF PERSONS UNDER THIS NOTE

Any person or entity who is a guarantor, co-maker, surety or endorser of this Note is fully and personally obligated to keep all the promises made in this Note, including the promise to pay the full amount owed. Any person or entity who assumes these obligations, including the obligation of a guarantor, co-maker, surety or endorser of this Note, is also obligated to keep all the promises made in this Note, and Lender may enforce Lender's rights under this Note against each such person or entity, individually or against all of them together.

12) MISCELLANEOUS

Borrower and all endorsers, guarantors, and all persons liable or to become liable on this Note: (i) waive presentment, protest and demand, notice of protest, demand, maturity and dishonor and non-payment of this Note, and any other notice or further requirements necessary to hold each of them liable for payment, and (ii) consent to any and all renewals and extensions in time of payment hereof, and (iii) agree, further, that at any time and from time to time without notice, the terms of payment herein may be modified or the security described in the Loan Documents released in whole or in part, or

increased, changed or exchanged by agreement by agreement between the holder hereof and any owner of the premises affected by the Loan Documents without in any way affecting the liability of any party to this Note or any person liable or to become liable with respect to any indebtedness evidenced hereby. The right to plead any and all statutes of limitations as a defense to any demand on this Note, or any guaranty hereof, or any agreement to pay the same, or any demand made under the Loan Documents, or any and all obligations or liabilities arising out of or in connection with this Note, or in the Loan Documents, is expressly waived by each and every Borrower, endorser and guarantor to the fullest extent permitted by law.

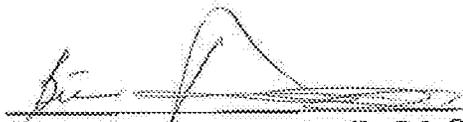
13) WAIVER OF JURY TRIAL

BY ACCEPTANCE HERETO BORROWER AND LENDER AGREE THAT NEITHER BORROWER NOR LENDER, NOR ANY ASSIGNEE, SUCCESSOR, OR LEGAL REPRESENTATIVE OR EITHER OF BORROWER OR LENDER (BOTH OF WHOM ARE HEREIN AFTER REFERRED TO AS THE "PARTIES") SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS NOTE, ANY SECURITY INSTRUMENT OR ANY OTHER INSTRUMENT EVIDENCING SECURING OR RELATING TO THE INDEBTEDNESS EVIDENCED BY THIS NOTE, ANY RELATED AGREEMENT OR INSTRUMENT, ANY OTHER COLLATERAL FOR THE INDEBTEDNESS EVIDENCED HEREBY OR THE DEALINGS OR THE RELATIONSHIPS BETWEEN BORROWER OR LENDER, OR EITHER OF THEM . NEITHER PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY NEGOTIATED BY BORROWER AND LENDER, ARE A MATERIAL INDUCEMENT FOR LENDER TO MAKE THE LOAN OR EXTENSION OF CREDIT EVIDENCED BY THIS NOTE AND SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER BORROWER NOR LENDER HAS IN ANY WAY

**AGREED WITH OR REPRESENTED TO THE OTHER THAT
THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE
FULLY ENFORCED IN ALL INSTANCES.**

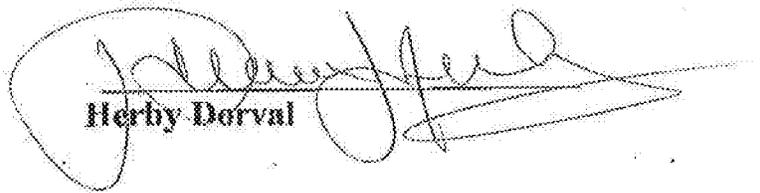
Executed on this 25 day of November 2014.

Borrower

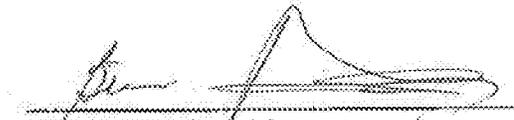


The Bien-Aime's Family LLC

Guarantors



Herby Dorval



Philippe Bien Aime

12/11/2014

RECORDED DOCUMENT

Document recorded electronically in the Public Records of:

MIAMI DADE County, FL

Recording Date: 12/2/2014 @ 03:40 PM
Document Type: MORTGAGE
Clerk's File No.: 20140824689
Official Records Bk / Pg: 29411 / 1994
Recording Fee(s): \$879.50

Prepared by and return to:

Vladymir J. Champagne

Law Offices of Champagne and Surin, P.A.

480 N.E. 13TH Street

Fort Lauderdale, FL 33304

954-463-0709

Exhibit "B"

[Space Above This Line For Recording Data] <https://www.edocsrecording.com/erecord/RecordedBinder.as...>

MORTGAGE

This Indenture, Made this 25 day of November, 2014 by and between **The Bien-Aime's Family LLC** whose address is 531 NE 133TH STREET, NORTH MIAMI, FL 33161 hereinafter called the Mortgagor, and **Tom Huston Jr. Trustee** whose address is 1121 Madruga Ave #401, Coral Gables, FL 33146, hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee", shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in Miami-Dade County, Florida, to-wit:

Lot 9, Block 30, of BREEZE-SWEPT ESTATES SECOND ADDITION, according to the Plat thereof, as recorded in Plat Book 65, Page 16, of the Public Records of Miami-Dade County, Florida..

A/K/A: 70 NE 134th Street, North Miami, FL 33161

And the said Mortgagor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

Borrower owes lender the principal sum of ONE HUNDRED FIFTY FIVE THOUSAND DOLLARS (U.S. \$ 155,000.00).

This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 12/31/2015.

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

Provided always, that if said Mortgagor, his successors or assigns, shall pay unto the said Mortgagee, his successors or assigns, that certain promissory note, of which a true and correct copy is attached, and Mortgagor shall perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said promissory note and of this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys fees that Mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Mortgagor hereby covenants and agrees:

To pay the principal and interest and other sums of money payable by virtue of said promissory note and this mortgage, or either, promptly on the days respectively the same severally come due.

To keep the buildings now or hereafter on the land insured for fire and extended coverage in a sum at least equal to the amount owed on the above described promissory note, and name the Mortgagee as loss payees, and to furnish Mortgagee with a copy of all current policies. If Mortgagor does not provide Mortgagee with copies of the policies showing Mortgagee as loss payees after 14 days written demand by Mortgagee, then Mortgagee may purchase such insurance and shall add any payments made for such policy to the principal balance owed on the mortgage, and such payments shall accrue interest at the maximum rate of interest allowed by law. In the event any sum of money becomes payable under such policy, Mortgagee, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Mortgagor to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this mortgage. In the event of loss Mortgagor shall give immediate notice to Mortgagee.

To permit, commit or suffer no waste, impairment or deterioration of the property, or any part thereof.

To permit no other lien or mortgage to be placed ahead of this mortgage.

Mortgagor shall provide proof of payment of annual real estate taxes by March 15, for the preceding years taxes. In the event that Mortgagor does not pay the taxes by such date, the Mortgagee may pay the taxes and the full amount of such payment by Mortgagee shall be added to the principal balance owed on the mortgage, and shall accrue interest at the maximum rate allowed by law.

The Mortgagee may, at any time pending a suit upon this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver, and such receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver, and such appointment shall be made by such court as an admitted equity and a matter of absolute right to said Mortgagee. The rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage.

If any of the sums of money due and owing to Mortgagee under the terms of the promissory note and this mortgage, including but not limited to any advance made by Mortgagee for the payment of insurance or taxes, are not paid within 15 days after the same become due and payable, or if each of the stipulations, agreements, conditions and covenants of the promissory note and this mortgage, or either, are not fully performed or complied with the aggregate sum owed on the promissory note shall become due and payable forthwith or thereafter at the option of Mortgagee, his successors, legal representatives, or assigns.

This mortgage and the note hereby secured shall be construed and enforced according to the laws of the State of Florida.

The principal sum secured hereby, along with any interest to be paid in accordance with the terms of the note secured hereby, shall immediately become due and payable without notice, if a transfer of title to the premises by sale or otherwise is made without the Mortgagee's written consent, while this mortgage remains a lien thereon, at the option of Mortgagee, his successors, legal representatives, or assigns.

Executed at **Broward County, Florida** on the date written above.

Signed, sealed and delivered in the presence of:

The Bien-Aime's Family LLC

[Signature]
(Witness 1. Signature)

[Signature]
Philippe Bien-Aime, MGRM

Jenny Brink
(Witness 1. Printed Name)

[Signature]
(Witness 2. Signature)

Vladimir J. Champagne
(Witness 2. Printed Name)

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 25 day of November, 2014 by Philippe Bien-Aime, MGRM of The Bien-Aime's Family LLC, who are personally known or have produced a driver's license as identification.

[Notary Seal]

[Signature]
Notary Public

Printed Name: _____

My Commission Expires: _____

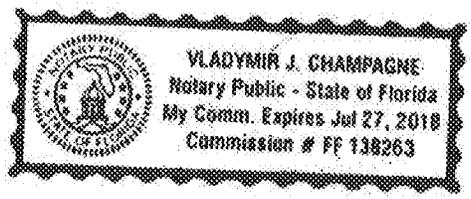


Exhibit "C"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Okil, 882 Bismarck Ave
70 NE 134th St.
North Miami, FL 33161

COMPLETE THIS SECTION ON DELIVERY

- A. Signature *Mr. Okil* Agent
- B. Received by (Printed Name) *Mr. Okil* Addressee
- C. Date of Delivery *1-22-16*
- D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type

- Certified Mail® Priority Mail Express™
- Registered Mail® Return Receipt for Merchandise
- Insured Mail Collect on Delivery
- 4. Restricted Delivery? (Extra Fee) Yes No

2. Article Number

(Transfer from service label)

PS Form 3811, July 2013

Domestic Return Receipt

7015 1520 0002 6529 8874

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only**

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, and fee as appropriate)

- Return Receipt (hardcopy) \$ _____
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

6.73

Total Postage and Fees

6.73

Sort to

Phil Berger Bismarck Ave

Street and ZIP code for return to

*7005 134th St
North Miami, FL 33161*

Postmark

Here

1/22/16

7015 1520 0002 6529 8874

LAW OFFICES
SULLIVAN, ADMIRE & SULLIVAN
PROFESSIONAL ASSOCIATION
2555 PONCE DE LEON BOULEVARD, SUITE 320
CORAL GABLES, FLORIDA 33134-6033

JOHN C. SULLIVAN (1890-1957)
JACK G. ADMIRE
JOHN C. SULLIVAN JR.
JOHN G. ADMIRE
ROBERT O. ADMIRE (1961-2006)

AREA CODE 305
TELEPHONE 444-6121
FAX 444-5508
E-MAIL info@sullivanadmire.com
WEB PAGE www.sullivanadmire.com

January 14, 2016

The Bien-Aime's Family LLC
531 NE 133th Street
North Miami, Florida 33161

Attn.: Philippe Bien-Aime, Manager

Re: 70 NE 134 Street, North Miami, Florida 33061

Dear Mr. Bien-Aime:

I write to you again on behalf of Tom Huston, Jr. Trustee who holds a mortgage on the above described property. Under the terms of the Note (copy enclosed) all sums remaining thereunder became payable on December 1, 2015 which you failed to pay and have failed to pay for thirty (30) days thereafter. The Mortgage is therefore in default and demand is hereby made by Huston that the Note be paid in full. For your further information, the payment due November 1, 2015 in the amount of One Thousand Five Hundred Fifty (\$1,550.00) Dollars was not paid. You are therefore indebted to him in the following amounts.

Principal	\$155,000.00
Returned Check	1,700.00
Payment - Nov. 1, 2015 (12% Interest)	1,550.00
Late Charge - Nov. (15% of \$1,550.00)	232.50
Payment - Dec 1, 2015 (12% Interest)	2,325.00
Late Charge - Dec. 2015 (15% of \$1,550.00)	348.75
Payment - Jan. 1 2016 (18%)	2,325.00
Late Charge - Jan. 2016 (15% of \$1550.00)	348.75
Attorney's Fee	950.00
Title Update	295.00
Misc. Costs (Postage, copies etc.)	<u>75.00</u>
Total Due:	\$165,150.00

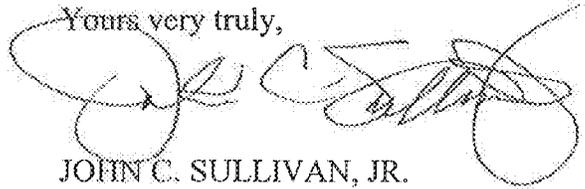
(Interest Accrues at the rate of 76.44 per day after Jan. 2, 2016)

If I am not in receipt of your cashier's check as calculated above within ten days from the date hereof foreclosure proceedings will be instituted against you.

The Note was personally guaranteed by Herby Dorval and Philippe Bien-Aime making them personally liable for all payments due thereunder. By copy of this letter to them they are advised of their liability.

GOVERN YOURSELF ACCORDINGLY.

Yours very truly,

A handwritten signature in black ink, appearing to read "John C. Sullivan, Jr.", written over a printed name.

JOHN C. SULLIVAN, JR.

JCS/mal

cc: Tom Huston, Jr. Trustee
Herby Dorval
Philippe Bien-Aime

This notice is given pursuant to the Fair Debts Collection Practices Act 15 U.S.C. Sec. 1692 et. seq., as amended and you are advised that this is an attempt to collect a debt.

✓