

MIDLAND FUNDING LLC
Plaintiff,

vs.

MCKENZIE FLEURIMOND
Defendant.

IN THE COUNTY COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN
AND FOR MIAMI-DADE COUNTY,
FLORIDA
CASE NO.:

COMPLAINT

Plaintiff MIDLAND FUNDING LLC sues Defendant MCKENZIE FLEURIMOND and alleges:

1. Damages in this action do not exceed \$5,000, exclusive of interest and court costs.
2. Plaintiff is a Delaware Limited Liability Company, authorized to do business in Florida.
3. Defendant is an individual, a resident of MIAMI-DADE County, and is sui juris.
4. Defendant's CREDIT ONE BANK, N.A. account, number [REDACTED], was assigned to Plaintiff for value after it was charged off. A copy of the chain of title and/or bill(s) of sale to Plaintiff is attached.
5. Plaintiff notified Defendant of the assignment more than 30 days before initiation of legal action, pursuant to Florida Statute §559.715.
6. Plaintiff has met all conditions precedent to the initiation of this lawsuit, or those conditions have been otherwise waived.
7. Defendant's account with CREDIT ONE BANK, N.A. was opened on June 27, 2014. CREDIT ONE BANK, N.A. last received payment on February 05, 2016. Defendant's account was sold to Plaintiff after it was charged off.
8. Plaintiff MIDLAND FUNDING LLC owns portfolios of consumer receivables, which it attempts to collect. When working with individual consumers, Plaintiff MIDLAND FUNDING LLC and its affiliates (collectively, "Midland") generally attempt to contact consumers like Defendant through several means, all in an effort to establish contact and to resolve the underlying obligation. In doing so, Midland attempts to assess each consumer's willingness to pay, through phone calls, letters or other means. Midland attempts to exclude consumers from its collection efforts, where Midland believes those consumers are facing extenuating circumstances or hardships that would prevent them from making any payments.

9. When Midland contacts consumers, it strives to treat consumers with respect, compassion and integrity. Midland works with consumers in an effort to find mutually-beneficial solutions, often offering discounts, hardship plans, and payment options. Midland's efforts are aimed at working with consumers to repay their obligations and to attain financial recovery. Midland strives to engage in dialogue that is honorable and constructive, and to play a positive role in consumers' lives.
10. Despite Midland's efforts to teach consumers and resolve the consumer's obligations, only a percentage of consumers choose to engage with Midland. Those who do are often offered discounts or payment plans that are intended to suit their needs. Midland would prefer to work with consumers to establish voluntary payment arrangements resulting in the resolution of any underlying obligations. However, the majority of Midland's consumers ignore calls or letters, and some simply refuse to repay their obligations despite an apparent ability to do so. When this happens, Midland must decide then whether to pursue collection through legal channels, including litigation like the present action against Defendant. Although the Account is now in litigation, Plaintiff remains willing to explore a mutually-beneficial solution through voluntary payment arrangements, if possible.

I. ACCOUNT STATED

11. Prior to the account being charged off, Defendant used the credit card and received regular monthly account statements.
12. Defendant did not timely object to the account statements, thereby expressly or impliedly agreeing that the balance due reflected on the final statement, namely the principal sum of \$1,296.92 is correct and properly due. A copy of the final account statement is attached.
13. Defendant owes Plaintiff the principal balance of \$1,296.92 and the costs of bringing this action.

WHEREFORE, Plaintiff demands judgment against Defendant for damages in the amount of \$1,296.92, and the costs of this suit.

C. S. L.

JENNIFER A. SESTA, Esq., Fla. Bar 966339 _____

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Valeria.Obi@mcmcg.com

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SEAN FISHER, Esq. Fla. Bar 95956 _____

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MOLLY FITZPATRICK, Esq. Fla. Bar 103529 _____

Molly.Fitzpatrick@mcmcg.com

Attorneys for Plaintiff

PO BOX 290335

TAMPA FL 33687

(866) 300-8750 Phone / (813) 337-0637 Fax

E-service address: IL_FL@mcmcg.com

Colleen E. Lehmann ✓
Florida Bar No.
33496

CREDIT ONE BANK CREDIT CARD STATEMENT

Account Number [REDACTED]
September 04, 2016 to October 03, 2016

SUMMARY OF ACCOUNT ACTIVITY		PAYMENT INFORMATION	
Previous Balance	\$1,231.52	New Balance	\$1,296.92
Payments	\$0.00	Past Due Amount	\$368.00
Other Credits	\$0.00	Amount Due This Period	\$963.92
Purchases	\$0.00	Minimum Payment Due	\$1,296.92
Cash Advances	\$0.00	Payment Due Date	10/28/16
Fees Charged	\$43.25	Late Payment Warning:	
Interest Charged	\$22.15	If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.	
New Balance	\$1,296.92	Minimum Payment Warning:	
Credit Limit	\$850.00	If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.	
Available Credit	\$0.00	For example:	
Statement Closing Date	10/03/16		
Days in Billing Cycle	30		

QUESTIONS?	If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Call Customer Service or Report a Lost or Stolen Credit Card Outside the U.S. Call	1-877-825-3242 1-702-405-2042	1 months	\$1,297.00

Please send billing inquiries and correspondence to:
P.O. Box 98873, Las Vegas, NV 89193-8873

If you would like a location for credit counseling services, call 1-866-515-5720.

TRANSACTIONS				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
Fees				
F572700M5000CYLAC	10/03	10/03	ANNUAL FEE 11/16 THROUGH 11/16	8.25
	10/03	10/03	LATE FEE	35.00
			TOTAL FEES FOR THIS PERIOD	43.25
Interest Charged				
	10/03	10/03	Interest Charge on Purchases	22.15
	10/03	10/03	Interest Charge on Cash Advances	0.00
			TOTAL INTEREST FOR THIS PERIOD	22.15
2016 Totals Year-to-Date				
Total fees charged in 2016				\$383.45
Total interest charged in 2016				\$179.83

YOUR ACCOUNT IS SCHEDULED TO BE CHARGED OFF.
THE BALANCE WILL BE DUE IN FULL. CALL (888) 729-6274.

Your account is currently closed.

INTEREST CHARGE CALCULATION			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	24.15%(v)	\$1,100.15	\$22.15
Cash Advances	24.15%(v)	\$0.00	\$0.00
(v) = Variable Rate			

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Please return this portion with your payment, and write your account number on your check, made payable to CREDIT ONE BANK.



For address, telephone and email changes, please complete the reverse side. Or, update your contact information online at www.CreditOneBank.com.

PAY YOUR BILL ONLINE at CreditOneBank.com

Account Number: [REDACTED]
New Balance: \$1,296.92
Minimum Payment Due: \$1,296.92
Payment Due Date: 10/28/16

AMOUNT ENCLOSED: \$ [REDACTED]

CREDIT ONE BANK
PO BOX 60500
CITY OF INDUSTRY CA 91716-0500

MCKENZIE FLEURIMOND
15221 NE 11TH CT
N MIAMI BEACH FL 33162-5819



IMPORTANT INFORMATION

The United States Post Office estimates that between 06/27/2016 and 07/06/2016 approximately 1,200 to 1,300 pieces of mail addressed to Credit One Bank, N.A. ("Credit One Bank", "we" or "our"), P.O. Box 98873, Las Vegas, NV 89193 were forwarded to a foreign mailbox. The forwarding of this mail was not requested or authorized by Credit One Bank.

This P.O. Box is not used for payments and any check you sent to Credit One Bank using a payment coupon has not been impacted.

Credit One Bank is committed to protecting the security of your personal and financial information. We request that you promptly report any unauthorized use or access of your information to our phone number listed below. You will not be held responsible for any unauthorized charges. We strongly encourage you to review your billing statement carefully each month. You may also review recent transactions at CreditOneBank.com. Additionally, we suggest you monitor your credit report for suspicious activity and report any incidents of identity theft to the Federal Trade Commission at ftc.gov or identitytheft.gov. You may also contact the Federal Trade Commission at 877-438-4338.

If you feel your personal information has been compromised or your Account has been used fraudulently as a result of this incident, please contact us immediately at 877-825-3242 between 5:00 a.m. and 9:00 p.m. Monday through Friday, or between 6:30 a.m. and 5:00 p.m. on Saturday and Sunday (Pacific Time).



CREDIT ONE BANK CREDIT CARD STATEMENT

Account Number [REDACTED]

February 04, 2016 to March 03, 2016

SUMMARY OF ACCOUNT ACTIVITY	
Previous Balance	\$909.40
Payments	- \$77.00
Other Credits	- \$0.00
Purchases	+ \$0.00
Cash Advances	+ \$0.00
Fees Charged	+ \$8.25
Interest Charged	+ \$16.79
New Balance	\$857.44
Credit Limit	\$850.00
Available Credit	\$0.00
Statement Closing Date	03/03/16
Days in Billing Cycle	29

PAYMENT INFORMATION	
New Balance	\$857.44
Past Due Amount	\$0.00
Amount Due This Period	\$43.00
Minimum Payment Due	\$43.00
Payment Due Date	03/28/16

Late Payment Warning:
If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$35.

Minimum Payment Warning:
If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.

For example:

If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	4 years	\$1,239.00
\$34.00	3 years	\$1,214.00 (Savings= \$25.00)

If you would like a location for credit counseling services, call 1-866-515-5720.

QUESTIONS?

Call Customer Service or Report a Lost or Stolen Credit Card Outside the U.S. Call
1-877-825-3242
1-702-405-2042

Please send billing inquiries and correspondence to:
P.O. Box 98873, Las Vegas, NV 89193-8873

TRANSACTIONS				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
7407193DL00XTMJLY	02/05	02/05	INTERNET PAYMENT LAS VEGAS NV	-77.00
Fees				
F572700EF000CYLAC	03/03	03/03	ANNUAL FEE 04/16 THROUGH 04/16	8.25
TOTAL FEES FOR THIS PERIOD				8.25
Interest Charged				
	03/03	03/03	Interest Charge on Purchases	16.79
	03/03	03/03	Interest Charge on Cash Advances	0.00
TOTAL INTEREST FOR THIS PERIOD				16.79
2016 Totals Year-to-Date				
Total fees charged in 2016				\$80.70
Total interest charged in 2016				\$43.10

INTEREST CHARGE CALCULATION				
Your Annual Percentage Rate (APR) is the annual interest rate on your account.				
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge	
Purchases	24.15%(v)	\$834.16	\$16.79	
Cash Advances	24.15%(v)	\$0.00	\$0.00	
(v) = Variable Rate				

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Please return this portion with your payment, and write your account number on your check, made payable to CREDIT ONE BANK.

PAY YOUR BILL ONLINE at CreditOneBank.com

Account Number: [REDACTED]
New Balance: \$857.44
Minimum Payment Due: \$43.00
Payment Due Date: 03/28/16

For address, telephone and email changes, please check the box and complete the reverse side. Or, update your contact information online at www.CreditOneBank.com.

AMOUNT ENCLOSED: \$.

CREDIT ONE BANK
PO BOX 60500
CITY OF INDUSTRY CA 91716-0500

MCKENZIE FLEURIMOND
15221 NE 11TH CT
N MIAMI BEACH FL 33162-5819



BILL OF SALE AND ASSIGNMENT
FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC


For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") transferred, sold, assigned, conveyed, granted and otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Credit One's right, title and interest in and to (i) the accounts identified on an account level basis in the data file named [REDACTED] (the "Computer File"), a copy of which is included in Exhibit A and incorporated herein by reference; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively, the "Accounts"). The Accounts transferred under the terms of the Bill of Sale were each transferred to MHC immediately following charge off, on the charge off date for each applicable Account, as shown in the Computer File.

With respect to information for the Accounts described in the related Computer File, Assignor represents and warrants to Assignee that the business records relating to: (i) the credit card Accounts issued by Credit One; and (ii) the sale and assignment of Accounts by Credit One (collectively, the "Business Records"), are kept by Credit One in the regular course of its business. It is in the regular course of business of Credit One for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event.

This Bill of Sale and Assignment may be entered as evidence of ownership for any of the Accounts conveyed hereby.

CREDIT ONE BANK, N.A.


Dated: October 31, 2016



Vicki Scott
Vice President

EXHIBIT A

ACCOUNT SCHEDULE

The Accounts that are specifically identified in the electronic file named
 with such electronic file incorporated herein by reference.

BILL OF SALE AND ASSIGNMENT
FROM MHC RECEIVABLES, LLC TO SHERMAN ORIGINATOR III LLC

On November 14, 2016, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHC Receivables LLC ("MHC") transferred, sold, assigned, conveyed, granted and otherwise delivered to Sherman Originator III LLC ("Assignee"), all of MHC's, title and interest in and to (i) the accounts identified on an account level basis in the data file named [REDACTED] (the "Computer File"), a copy of which is included in Exhibit A and incorporated herein by reference; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively, the "Accounts").

With respect to information for the Accounts described in the related Computer File, MHC represents and warrants to Assignee that the business records relating to: (i) the the credit card Accounts owned by MHC; and (ii) the sale and assignment of Accounts by MHC (collectively, the "Business Records"), are kept by MHC in the regular course of its business. It is in the regular course of business of MHC for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event.

This Bill of Sale and Assignment may be entered as evidence of ownership for any of the Accounts conveyed hereby.

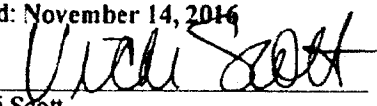
MHC Receivables, LLC
Dated: November 14, 2016



Rusty Kendall, Authorized Representative

Credit One Bank, N.A. ("Credit One") hereby acknowledges the above referenced sale. The Accounts assigned under the terms of this Bill of Sale were originated by Credit One and have previously been assigned to MHC in the course of the regular business of Credit One and as reflected as such in the business records and written agreement between Credit One and its affiliates.

CREDIT ONE BANK, N.A.
Dated: November 14, 2016



Vicki Scott
Vice President of Collections

EXHIBIT A

ACCOUNT SCHEDULE

The Accounts that are specifically identified in the electronic file named
[REDACTED] with such electronic file incorporated herein by reference.

AFFIDAVIT OF SALE OF ACCOUNTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Your Affiant, Vicki Scott, being first duly sworn, states under oath as follows:

1. My name is Vicki Scott. I am a Vice President of Credit One Bank, N.A. ("Credit One"), and an Authorized Representative of MHC Receivables, LLC ("MHC"). I am over the age of eighteen and authorized to make this Affidavit on behalf of Credit One and MHC. If called as a witness, I can testify to a court competently as to my knowledge of the facts contained herein.
2. The facts stated herein are within my personal knowledge and are based on my review of the relevant books and records available to me.
3. At all times that Credit One or MHC owns any account originated by Credit One (an "Account"), Credit One services such Account. Further, Credit One, as servicing agent for MHC, maintains the business records related to such Accounts for MHC.
4. As part of my regular job duties, I have access to and routinely review the business records of Credit One and MHC related to the Accounts originated by and serviced by Credit One. Such records include those maintained by or on behalf of Credit One and MHC in the ordinary course of its business with regard to the sale and assignment of Credit One's and MHC's Accounts.
5. On or about **November 14, 2016** MHC sold the pool of Accounts included in the electronic data file, which specifically references each Account in the data file, named [REDACTED] and attached hereto and incorporated herein by reference as "Exhibit A" (identified in this affidavit as "Sold Accounts") to **Sherman Originator III LLC** (identified in this affidavit as "Sherman") pursuant to a Bill of Sale between MHC and Sherman dated **November 14, 2016**.
6. The Sold Accounts were originated by Credit One, serviced by Credit One, and owned by MHC immediately prior to the sale to Sherman on **November 14, 2016**.
7. Neither Credit One nor MHC has retained any rights to receive payments, or to collect any monies due on the Sold Accounts. Credit One and MHC have agreed to transfer all such rights, title and interest in and to the Sold Accounts to Sherman.
8. As part of the sale of the Sold Accounts to Sherman, information contained in the business records relating to the Sold Accounts (the "Business Records") was provided to Sherman, including certain information contained in those records shown in Exhibit A. These Business Records were made and/or recorded by or for Credit One, and by or for MHC, as part of the regular course of business of each entity at or near the time of the acts, events, or conditions recorded. These Business Records accurately reflect the status of the Sold Accounts, are truthfully reflected in Exhibit A, and are complete without errors to the best of my knowledge.
9. To the extent that these Business Records include records that were prepared by Credit One, those records were accurately incorporated into the records of MHC as MHC's own business records.
10. To the extent that these Business Records include records that were prepared by a third party other than Credit One, those records were accurately incorporated into the records of both Credit One and MHC as business records, and were relied upon thereon.

The above statements are true and correct to the best of my knowledge and are made for the benefit of any court that may, from time to time, consider whether Sherman Originator III LLC (or its successors or assigns) has the right to enforce any rights related to the Sold Accounts.

Signed this 16 day of Nov, 2016.

Vicki Scott

Vicki Scott
Credit One Bank, N.A. – Vice President
MHC Receivables, LLC – Authorized Representative

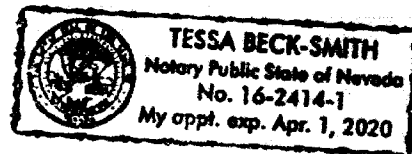
ACKNOWLEDGMENT OF SIGNATURE BY LICENSED NOTARY

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the 16 day of Nov, 2016 by Vicki Scott, Authorized Representative of MHC Receivables, LLC, and Vice President of Collections for Credit One Bank, N.A.

Tessa Beck-Smith

Notary Public

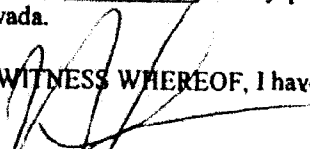


CERTIFICATE OF CONFORMITY

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

I, Narine Yenovkian, an attorney-at-law admitted to practice in the State of Nevada as In House Counsel for Credit One Bank, N.A., do hereby certify that I am fully acquainted with the laws of the State of Nevada pertaining to administration and taking of oaths, affirmations and acknowledgements. I further state that I am duly qualified to make this Certificate of Conformity and that the acknowledgement upon the Affidavit of Sale of Accounts was taken by Robert W. [Signature] notary public in the State of Nevada, in the manner prescribed by the laws of the State of Nevada.

IN WITNESS WHEREOF, I have signed this Certificate the 16th day of November, 2010.



Narine Yenovkian
Nevada State Bar # 13297C
Credit One Bank, N.A.
585 Pilot Rd
Las Vegas, NV 89119

AFFIDAVIT OF SALE OF ACCOUNTS BY
SHERMAN ORIGINATOR III LLC

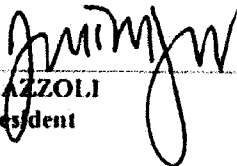
State of South Carolina
County of Charleston

I, Jon Mazzoli, hereby affirm as follows:

1. I am over 18 and not a party to this action. I am a Vice President of Sherman Originator III LLC. In that capacity, I have access to certain books and records of Sherman Originator III LLC and certain of its subsidiaries and affiliates (as defined by common control) (hereinafter referred to collectively as "Sherman Originator III LLC"), and am aware of the process of the sale and assignment of electronically stored business records.
2. Sherman Originator III LLC owns certain accounts and maintains and records information in its business records as those records relate to such accounts. I am authorized to make the statements and representations set forth in this affidavit on behalf of Sherman Originator III LLC. The statements set forth herein are true and correct to the best of my knowledge, information, and belief, based on either personal knowledge or review of the business records of Sherman Originator III LLC.
3. As part of my regular job duties, I have knowledge of and access to business records relating to the Accounts (as defined below). These records are kept by Sherman Originator III LLC in the regular course of business. It is in the regular course of business of Sherman Originator III LLC for an employee or representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandum or records, or to transmit information thereof, at or near the time of the act or event recorded, or reasonably soon thereafter.
4. On November 23, 2016 Sherman Originator III LLC sold a pool of charged-off accounts (hereinafter referred to collectively as "Accounts"), described on computer file which specifically references each account in the data file, named [REDACTED] (the "Computer File") by a Purchase and Sale Agreement and a Bill of Sale and Assignment to Midland Funding LLC (the "Buyer") (such transaction being the "Sale"). Sherman Originator III LLC had previously bought the Accounts on November 14, 2016.
5. The originating creditor and prior servicer of the Accounts was Credit One Bank, N.A. Prior to the Sale, Sherman Originator III LLC had previously bought the Accounts on November 14, 2016 from Credit One and its affiliates. On the Sale Date, Sherman Originator III LLC had clear and marketable title to the Accounts and neither Credit One, nor any affiliate of Credit One, or any other party has retained any right, title or interest in the Accounts.
6. Pursuant to the Sale, Sherman Originator III LLC sold, transferred, assigned, conveyed, granted, bargained, set over and delivered to the Buyer and its successors and assigns as of the Sale Date: (i) good and marketable title to the Accounts; (ii) the right to any future payments made arising out of the Accounts whether due on the Sale date or accruing thereafter under the terms of the applicable Account terms, (iii) any unpaid balance related to the Accounts, and (iv) all account documents in seller's possession. All of the Accounts transferred to Buyer were transferred free and clear of any encumbrance, equity, lien, pledge, charge, claim or security interest of any kind. I am not aware of any errors or defects related to the Accounts, the Computer File, the account documents, or Sherman Originator III LLC's ownership of and title to the Accounts.
7. In connection with the sale of the Accounts, various records in different formats were transferred to or otherwise made available to the Buyer (the "Business Records"). These Business Records were kept by Sherman Originator III LLC in the regular course of business. It was within Sherman Originator III LLC's regular course of business for a representative with personal knowledge of the act, event, condition, or opinion recorded to make memorandums or records or to transmit information thereof to be included in

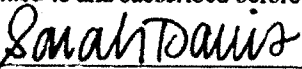
memorandums or records. Any such memorandums or records were created at or near the time of the act or event recorded or reasonably soon thereafter. To the extent that the Business Records include records that were prepared by a third party, an agent, an affiliate, or a subsidiary, those records were incorporated into the records of Sherman Originator III LLC becoming part of its own Business Records.

The above statements are true to the best of my knowledge.
Signed this 16th day of December, 2016



JON MAZZOLI
Vice President

Affirmed to and subscribed before me this 16th day of December, 2016



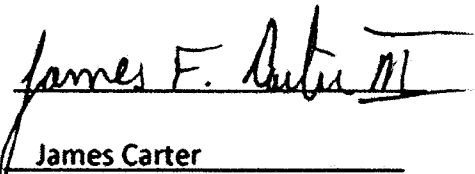
Sarah Davis, Notary

SARAH DAVIS
Notary Public - State of South Carolina
My Commission Expires
September 11, 2022

CERTIFICATE OF CONFORMITY

I, James Carter, an attorney-at-law admitted to practice in the State of South Carolina and fully acquainted with the laws of the State of South Carolina pertaining to the acknowledgement or proof of deeds of real property to be recorded therein, do hereby certify that I am duly qualified to make this certificate of conformity and that the acknowledgement or proof upon the affidavit taken by Sarah Davis, notary public in the State of South Carolina, in the manner prescribed by the laws of the State of South Carolina and conforms to the laws thereof in all respects.

IN WITNESS WHEREOF, I have hereunto set my signature, on December 16, 2016.


James Carter
Attorney at Law, State of South Carolina

BILL OF SALE AND ASSIGNMENT

Closing Date: November 23, 2016

Sherman Originator III LLC ("Seller"), for value received and in accordance with the terms of the Purchase and Sale Agreement by and between Sherman Originator III LLC and Midland Funding LLC ("Buyer"), dated as of March 21, 2016 ("Agreement"), does hereby sell, assign and transfer to Buyer, its successors and assigns, all right, title and interest in and to the accounts as described on computer file named [REDACTED] (the "Computer File") and furnished by Seller to Buyer in connection herewith (the "Purchased Accounts").

This Bill of Sale and Assignment is subject to the terms of the Agreement, and is made without representations and warranties of any kind or character except as expressly stated in the Agreement, or as expressly stated below.

With respect to information for the Purchased Accounts described in the related Computer File, Seller represents and warrants to Buyer that such information (i) is materially complete and accurate; (ii) constitutes Seller's own business records that pertain to the Purchased Accounts and accurately reflects in all material respects the information in Seller's database; (iii) was kept in the regular course of Seller's business; (iv) was made, entered or compiled in the regular course of business, (v) was recorded at or near the time the underlying activity occurred, by a person with knowledge of the data recorded, (vi) has been accurately maintained in Seller's database since it was recorded there; and (vii) it is the regular practice of Seller's business to maintain and compile such data.

This Bill of Sale and Assignment may be entered as evidence of ownership for any of the Purchased Accounts conveyed hereby.

DATE: November 23, 2016

SHERMAN ORIGINATOR III LLC

By: _____


Jon Mazzoli, Vice President

Field	Field Data
AccountNumber	[REDACTED]
SSN	*****[REDACTED]
DateOfBirth	[REDACTED]
BrwrFirstName	Mckenzie
BrwrLastName	Fleurimond
BrwrAddr1	15221 NE 11th Ct
City	North Miami Beach
State	FL
Zip	33162
HomePhone	[REDACTED]
OriginationDate	06/27/2014
LastPmtDate	02/05/2016
LastPmtAmt	\$77.00
LastPurchDate	01/05/2016
LastPurchAmt	\$8.48
ChgOffDate	10/04/2016
ChgOffBalance	\$1,296.92
CurrBalance	\$1,296.92

Data printed from electronic records provided by Sherman Originator III, LLC pursuant to the Bill of Sale / Assignment of Accounts transferred on or about 11/23/2016 in connection with the sale of accounts from Sherman Originator III, LLC to Midland Funding, LLC.