

**IN THE CIRCUIT COURT OF THE
EIGHTEENTH JUDICIAL CIRCUIT, IN AND
FOR BREVARD COUNTY, FLORIDA
CIVIL DIVISION**

CASE NO. 05-2015-CA-042159

CARRINGTON MORTGAGE SERVICES, LLC. et al
Plaintiff/Counter-Defendant,

VS

ABDIEL ECHEVERRIA and
ISABEL SANTAMARIA
Defendants/Counter-Plaintiffs,

FILED IN PALM BAY
CLERK OF CIR. CT.
BREVARD CO. FL

2016 FEB 24 PM 12:21
SCOTT ELLIS
ORIGINAL COPY WAS FILED

DEFENDANTS' MOTION FOR PROOF OF AUTHORITY TO REPRESENT

COME NOW, Defendants ABDIEL ECHEVERRIA and ISABEL SANTAMARIA *pro se*, and move this court to instruct the Plaintiffs' Attorneys, allegedly, MARINOSCI LAW GROUP, P.C. to prove; from whom and how authority to represent was derived to represent the "alleged" owners of the subject note and mortgage:

1. That MARINOSCI LAW GROUP, P.C. show that they are duly authorized to represent the party of which they claim they represent in the matter of *Carrington Mortgage Services, LLC vs Abdiel Echeverria and Isabel Santamaria*.
2. That, opposing counsel show how they were hired to foreclose on the subject property; and under what and under whose authority they have been retained to act under, and how it is that they, opposing counsel, are aware of or possess the knowledge that this purported Plaintiff (Carrington) has sole authority to act and thus direct opposing counsel.

3. That opposing counsel, show the reasons for filing and preparing an Assignment of Mortgage from BAC HOME LOANS SERVING, LP FKA COUNTRYWIDE LOAN SERVICING, LP to CARRINGTON MORTGAGE SERVICES, LLC on September 2, 2015 at 1:07 pm on the subject property's records in the Clerk of Courts of Brevard County, Florida and attaching to said Assignment of Mortgage a "Limited Power of Attorney" by BANA ("Bank of America, N.A.") to CARRINGTON MORTGAGE SERVICES, LLC as "attorney-in-fact" which clearly shows that BANA ("Bank of America") is the true purported "party of interest" to this foreclosure action but refuses to be named in this action or in any action concerning foreclosures "serviced" by CARRINGTON MORTGAGE SERVICES, LLC as "attorney-in-fact" for BANA as described in the "Limited Power of Attorney" (See Attached Exhibit A) and not as a "holder" or "owner" as being claimed by purported Plaintiff Carrington.

attorney-in-fact

n. someone specifically named by another through a written "power of attorney" to act for that person in the conduct of the appointer's business. In a "general power of attorney" the attorney-in-fact can conduct all business or sign any document, and in a "special power of attorney" he/she can only sign documents or act in relation to special identified matters. Too often people sign themselves as attorney-in-fact for relatives or associates without any power of attorney. If someone claims to be able to sign for another, a demand to see the written power of attorney is reasonable and necessary. In real estate matters the power of attorney must be formally acknowledged before a notary public so that it can be recorded along with the real estate deed, deed of trust, mortgage, or other document.

4. That, on the record, the Defendants ("The Homeowners") have filed documentation in this Court showing who the "real party of interest" is, Bank of America, N.A. ("BANA"), and said purported true party of interest is the true purported "plaintiff" in this foreclosure action and not a "third party" as they contend which would therefore also amount to "civil conspiracy" and "fraud upon the court". (See Attached Exhibit A, specifically pages 3-5 & Exhibit B). Bank of America, N.A. ("BANA") is an indispensable party to this matter and must be added to the Foreclosure Complaint.

5. That Bank of America, N.A. (Counter-Defendant/Party-in-Interest) now claims upon its removal to federal court, that it is merely a “Defendant” third party even when the evidence proves otherwise and when they are in fact directly involved and responsible for this foreclosure action and for the damages incurred and suffered by the Defendants (“The Homeowners”).
6. That no exhibits attached to the Purported Plaintiff’s foreclosure complaint shows that Purported Plaintiff Carrington Mortgage Services, LLC is the “owner” or the true party in interest to this foreclosure action as they allege. No documentary evidence attached to the Foreclosure Complaint contains the Plaintiff’s name. So far, the evidence shows that Purported Plaintiff Carrington Mortgage Services, LLC is a debt collector/servicer for this purported mortgage.
7. That opposing counsel, MARINOSCI LAW GROUP, P.C., foreclosure mill and debt collector, has frequently represented BANK OF AMERICA, N.A. and/or its subsidiaries in thousands of foreclosure actions throughout the State of Florida and have an attorney-client relationship.
8. Defendants hereby ask for a continuance until such and which time, alleged opposing counsel (“MARINOSCI LAW GROUP, P.C.”) does bring forth said proof and files, in and for the record, “truthful” and certified documented proof of such authority, or 30 days whichever is the least, or in the alternative, Defendants ask and move this honorable court for a Dismissal of all of the purported Plaintiff’s foreclosure claims, as opposing counsel may have proceeded without authority to act or to proceed therefore lacking standing, therefore lacking the proper party to proceed in this foreclosure action.

WHEREFORE, Defendants Abdiel Echeverria and Isabel Santamaria respectfully demand this Court grant Defendants' Motion for Proof of Authority to Represent, and compel Purported Plaintiff's Attorney MARINOSCI LAW GROUP, P.C. produce documentation that they, along with all alleged counsel who signed the foreclosure complaint ("Sophie Iris Buzgon"), certification ("Molly Carey") and subsequent notices and motions ("Donna Evertz"), represent a client-in-fact against the Defendants in this action and name the client that they represent, for the record.

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Dated this 24th day of February, 2016.

Respectfully submitted,



Abdiel Echeverria – Defendant (pro se)



Isabel Santamaria – Defendant (pro se)

499 Cellini Ave NE
Palm Bay, Florida 32907
(321) 676-4198
(321) 750-6697
Email: andyecorso@yahoo.com

CERTIFICATE OF SERVICE

I certify that a copy of this document was () mailed () faxed and mailed
() emailed and/or () hand-delivered to the person(s) listed below on February 24,
2016:

Donna Evertz
Marinosci Law Group, P.C.
100 West Cypress Creek Road
Suite 1045
Fort Lauderdale, Florida 33309
servicefl@mlg-defaultlaw.com
servicefl2@mlg-defaultlaw.com

Sahily Serradet
Liebler, Gonzalez & Portuondo
Courthouse Tower – 25th Floor
44 West Flagler Street
Miami, Florida 33130
(305) 379-0400
service@lgplaw.com

Scott R. Stengel, Esq.
Akerman, LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32802
(407) 423-4000
scott.stengel@akerman.com

William P. Heller, Esq.
Akerman, LLP
Las Olas Centre II
350 East Las Olas Blvd.,
Suite 1600
Ft. Lauderdale, FL 33301
william.heller@akerman.com

EXHIBIT

A

Prepared by: MARINOSCI LAW GROUP, P.C.
Record & Return to
Marinosci Law Group, P.A.
100 West Cypress Creek, Ste.1045
Fort Lauderdale, FL 33309
Telephone: (954) 644-8704
Facsimile: (954) 772-9601

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Assignment of Mortgage

KNOW ALL MEN BY THESE PRESENTS:

THAT BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP residing or located: 7105 CORPORATE DRIVE, PLANO, TX 75024 herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto **CARRINGTON MORTGAGE SERVICES, LLC** residing or located at: 1610 E ST ANDREW PL B-150, SANTA ANA, CA 92705 herein designated as the assignee, the mortgage dated 2/29/2008, executed by **ABDIEL ECHEVERRIA AND ISABEL SANTAMARIA, HUSBAND AND WIFE** recorded 3/6/2008 in BREVARD County, Florida in Official Records Book 5848, Page(s) 6518 encumbering the property more particularly described as follows:

LOT 1, BLOCK 196, PORT MALABAR UNIT SEVEN, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 14, PAGES 125 THROUGH 135, INCLUSIVE, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA.

PROPERTY ADDRESS: 499 CELLINI AVE NE, PALM BAY, FL 32907

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 5th day of August 2015.

Signed in the presence of:

ATTEST:

Tony Crot, SVP of Default
for Carrington Mortgage Services, LLC Attorney in Fact

CARRINGTON MORTGAGE SERVICES, LLC
AS SERVICER AND ATTORNEY-IN-FACT
FOR BANK OF AMERICA, N.A. S/B/M/T BAC
HOME LOANS SERVICING, LP FKA
COUNTRYWIDE HOME LOANS SERVICING,
LP

PRINT NAME: Chris Lechtanski

TITLE: AVP of Default

WITNESS:

Print Name: Raschelle Holmes

WITNESS:

Print Name: Richard Holmes

STATE OF

COUNTY OF

See Attached

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the _____ day of _____ 2015, within my jurisdiction, the within named _____, who acknowledged to me that (s)he is _____, and that for and on behalf of CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY-IN-FACT FOR BANK OF AMERICA, N.A. S/B/M/T BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by CARRINGTON MORTGAGE SERVICES, LLC AS SERVICER AND ATTORNEY-IN-FACT FOR BANK OF AMERICA, N.A. S/B/M/T BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP to do so.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 2015.

NOTARY PUBLIC

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

**CALIFORNIA ALL - PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

State of California

County of Orange

On 08/05/2015, before me, W. Solano, Notary Public, personally appeared, Chris Lechtanski , who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature W. Sov (Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AOM

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages Document Date

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 - Corporate Officer

(Title)

- Partner(s)
 - Attorney-in-Fact
 - Trustee(s)
 - Other

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they - is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ◆ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ◆ Indicate title or type of attached document, number of pages and date.
 - ◆ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document

LIMITED POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, BANK OF AMERICA, N.A. ("BANA"),¹ a national banking association, by these presents does hereby make, constitute and appoint Carrington Mortgage Services LLC ("Servicer"), a Delaware limited liability company, BANA's true and lawful attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers, the Actions (as such term is defined herein) in BANA's name, place and stead. This limited power of attorney ("Limited Power of Attorney") is given in connection with, and relates solely to, the transfer of servicing to Servicer of those certain mortgage loans (such loans, the "Loans") that BANA formerly serviced pursuant to that certain Contract Number C-OPC-23289 effective as of March 1, 2009, as amended and modified, between Government National Mortgage Association and BANA. Each of the Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage").

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Execute or file assignments of Mortgages, or of any beneficial interest in a Mortgage;
2. Execute or file reconveyances, deeds of reconveyance or releases or satisfactions of mortgage or similar instruments releasing the lien of a Mortgage;
3. Correct or otherwise remedy any errors or deficiencies contained in any transfer or reconveyance documents provided or prepared by BANA or a prior transferor, including, but not limited to note indorsements;
4. Indorse all checks, drafts and/or other negotiable instruments made payable to BANA as payments by borrowers in connection with the Loans;
5. Execute individual trial period plans and modification agreements and any related documents upon receipt of such instruction or direction from authorized employees of the Home Retention Division of the residential mortgage servicing operations of BANA or any of its affiliated entities in connection with mortgage modifications, including but not limited to mortgage modifications pursuant to the Home Affordable Modification Program ("HAMP") and Home Affordable Second Lien Modification Program ("2MP") established by the U.S. Department of the Treasury and any and all proprietary mortgage modification programs of BANA or the owner(s) of the Loans (including for both first mortgages and home equity accounts), that are in process at the time servicing of the related Loans is transferred from BANA to Servicer;
6. Execute or file quitclaim deeds or, only where necessary and appropriate, special warranty deeds or other deeds causing the transfer of title to Servicer or a third party, in respect of property acquired through a foreclosure or deed-in-lieu of foreclosure ("REO Property");

¹ This Limited Power of Attorney is intended to cover Actions, as such term is defined herein, taken in the name of Bank of America, N.A.; or Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP.

7. Execute and deliver documentation with respect to the marketing and sale of REO Property, including, without limitation: listing agreements; purchase and sale agreements; escrow instructions; HUD-1 settlement statements; and any other document necessary to effect the transfer of REO Property.
8. Bid in the name of BANA in an amount up to and including the judgment amount in connection with judicial foreclosure sales where, at the time servicing of the relevant Loans is transferred from BANA to Servicer, judgment has already been issued by the relevant court and no additional court filings are necessary to obtain judgment;
9. Execute or file any documents necessary and appropriate to substitute the creditor or foreclosing party in a bankruptcy or foreclosure proceeding in respect of any of the Loans;

provided, however, that except as specifically set forth herein, nothing herein shall permit Servicer to commence, continue, or otherwise prosecute or pursue any foreclosure proceedings in the name of BANA. All endorsements executed pursuant to this Limited Power of Attorney shall contain the words "without recourse," and unless the law requires otherwise, all other documents of transfer executed pursuant to this Limited Power of Attorney shall contain the following sentence: "This [insert document title] is made without recourse to or against [insert name of entity in whose name the Action is taken] or Bank of America, N.A., and without representation or warranty, express or implied, by [insert name of entity in whose name the Action is taken] or Bank of America, N.A."

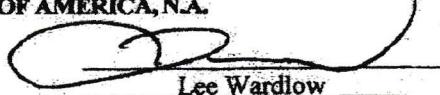
With respect to the Actions, BANA gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing requisite, necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully, to all intents and purposes, as the undersigned might or could do, and hereby does ratify and confirm all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Nothing contained herein shall be construed to grant Servicer the power to (i) initiate or defend any suit, litigation, or proceeding in the name of BANA or be construed to create a duty of BANA to initiate or defend any suit, litigation, or proceeding in the name of Servicer, (ii) incur or agree to any liability or obligation in the name of or on behalf of BANA or (iii) execute any document or take any action on behalf of, or in the name, place, or stead of, BANA except as provided herein.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Bank of America, N.A. has executed this Limited Power of Attorney this 31st day of July, 2014.

BANK OF AMERICA, N.A.

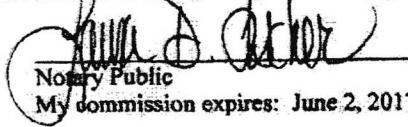
By: 
Name: Lee Wardlow
Title: Senior Vice President

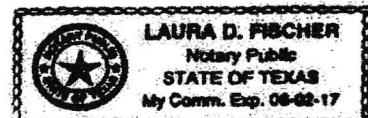
Witness:
Name: Scott Vannich
Title: Vice President

Witness:
Name: Frank Leyendekker
Title: Assistant Vice President

STATE OF TEXAS : ss.
COLLIN COUNTY :

On the 31st day of July in the year 2014, before me, the undersigned, personally appeared Lee Wardlow, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that the individual executed the same in his or her capacity, and that by his or her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public
My commission expires: June 2, 2017



EXHIBIT

B

IN THE CIRCUIT OF THE 18TH JUDICIAL
CIRCUIT, IN AND FOR BREVARD
COUNTY, FLORIDA

CASE NO 05-2015-CA-042159

CARRINGTON MORTGAGE SERVICES, LLC

Plaintiff,

vs

ABDIEL ECHEVERRIA, ET AL

Defendants

NOTICE OF FILING NON-RESIDENT COST BOND

Plaintiff, BANK OF AMERICA, N.A., by and through its undersigned counsel, and pursuant to Florida Statute Section 57.011, hereby gives notice that it has filed a Non-Resident Cost Bond in the amount of One Hundred Dollars (\$100.00), conditioned to pay all costs which may be adjudged against it in said action in the Court in which the action is brought.

I HEREBY CERTIFY that a true and correct copy of the foregoing Response was furnished by U.S. Mail this 2 day of October, 2015 to

ABDIEL ECHEVERRIA
ISABEL SANTAMARIA
499 CELLINI AVE N E
PALM BAY, FL 32097
andyecorso@yahoo.com

SCOTT ELLIS

2015 NOV 17 PM 12 38

MARINOSCI LAW GROUP, PC
100 W CYPRESS CREEK ROAD
SUITE 1045
FORT LAUDERDALE, FL 33309
TEL 954-644-8704
servicelf@mlg-defaultlaw.com
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By


Donna Evertz, Esq
Bar No 19232

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