

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY FLORIDA

Bank of America, N.A.

Plaintiff,

502015CA011261XXXXMB  
DIVISION: AW

vs.

Faton T. Kurti, a/k/a Faton Kurti, et al,

Defendants.

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**SKENDER HOTI, AS AN INTERESTED PERSON AND PARTY, MOTION TO VACATE THE  
WRIT OF POSSESSION 129 MILTON STREET, LANTANA, FL 33462  
FLORIDA RULE CIVIL PROCEDURE 1.540(b)(1)(3)(4)(5)**

COMES NOW Skender Hoti, an interested person, who moves to intervene in this action and moves to VACATE the WRIT of POSSESSION herein who shows this Court as follows:

1. I am Skender Hoti and an interested person under law who makes this motion under Florida Rules of Civil Procedure to Vacate the Writ of Possession granted this day to alleged Third Party Purchaser Palmaseca Holdings, Inc. & TaxUS LLC, for the property located at 129 MILTON STREET, LANTANA, FL 33462.
2. I appeared at the Courthouse on this day, March 2, 2017 and filed a Motion to Intervene and for Continuance on the Writ of Possession but was just after the time that the Writ was heard at the UMC hearing and was instructed later upon being heard by the Judge to file this motion today.
3. Up until the last minute, I thought I would be receiving an Affidavit from my former attorney Mr. Cook on the irregularities that occurred in the case leading up to the Sale itself and the proceedings after but was in essence being extorted to provide a “Release” document to the Cook law firm in order to get this statement.

4. As shown in my motion filed today, Mr. Cook's office made direct Representations from prior to the Sale on Nov. 29, 2017 where the Third Party Purchaser allegedly won the Bid that the Cook law firm was working with the Lender, Bank of America, to get a resolution and that it was proper to Enter into a 1 Year Written Lease with the Tenant, stating as follows:

From: "Michael Delagarza" <mike@cooklawfl.com>

Date: November 14, 2016 at 4:17:59 PM EST

To: "Skender Hoti" <skendertravel@gmail.com>

Subject: 129 E Milton St. Lake Worth, FL 33462

Hello Mr. Hoti.

We are aggressively representing you in your Foreclosure case on your investment property located at 129 E Milton St. Lake Worth, FL 33462. We are working on a resolution with your lender in efforts for you to keep your property. In the meantime, you are legally allowed to enter into a 1 year lease with a new tenant. Your prospective tenant is aware of the situation and you can provide this email to them as well.

Best regards,

Michael Delagarza  
Cook Law Firm  
Office Manager | Legal Assistant  
4362 Northlake Blvd. Suite 213  
Palm Beach Gardens, FL 33410  
561-290-0021  
Fax: 800-580-4071

THIS ENTIRE MESSAGE INCLUDING ANY ATTACHMENTS IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR OTHERWISE PROTECTED FROM DISCLOSURE UNDER STATE AND FEDERAL LAW. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS MESSAGE OR THE PERSON AUTHORIZED TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION OR THE INFORMATION IT CONTAINS IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND DESTROY THIS AND ALL COPIES OF THE MESSAGE, ELECTRONIC OR OTHERWISE. THANK YOU.

5. Mr. Cook's office "Appeared" in the 15th Judicial Courts in this matter on or about Nov. 28, 2016 PRIOR to any such Sale on Nov. 29, 2016 and was to be filing Objections to the Sale prior

to such Sale but some “problem” allegedly came up with the “process” and the Judge on this date and the Objections were never timely heard prior to any such Sale.

6. This is the very problem that Mr. Cook was asked to come forward and explain in more detail in his Affidavit as if his Office had been “working on a resolution with” the Lender and their attorneys, why would there be any “problem” on being “heard” on the Objections prior to the Sale?
7. This is the very affidavit that Mr. Cook’s office was “holding off” providing to me up until the very day of this hearing on the Writ of Possession,
8. Instead, the Cook law firm simply let the property “go to Sale” at the last minute despite previously representing that he knew a Bankruptcy attorney that could be referred who could take steps for Faton Kurti.
9. The Cook law firm then began to represent Faton Kurti directly through a RESPA notice filed with Bank of America on or around Dec. of 2016 which is attached to this filing.
10. Yet even though I Skender Hoti was the Client that Hired the Cook Law Firm and was paying the bills have no current knowledge of what became of the RESPA matters with the Cook law firm despite being represented by the Cook law firm and paying them for services during this time and have none of this information to use to support this application or any other filings before the Courts as of this date.
11. On or about Feb. 14, 2016, the Cook Law Firm further sent me an Email attached to these papers and a letter saying that the Tenant that I had leased the property would have at least 60 days to remain in the property while the Cook law firm continued actions with Bank of America.

**ROBERT B. COOK, P. A.**  
*Attorney and Counselor at Law*

February 14, 2017

Skender Hoti  
3103 Drew Way  
West Palm Beach, FL 33406

Re: Tenant at Milton Street

Dear Skender:

With regard to this tenant, I would advise that it will take at least 60 days before the tenant has to move out of the property.

It may be possible to further delay the move out, as the case moves on.

Robert B. Cook

12. When Mr. Cook's office first filed my Objections, he never raised any of the problems and irregularities prior to the Foreclosure Judgment with Attorney Thomas Dougherty and the Objections have never been heard at an Evidentiary Hearing and there should now be an evidentiary hearing on this motion.
13. On Nov. 29, 2016 I filed a Lis Pendens on the subject property prior to the Sale but I am not sure about the Recording time but the Clerk's office shows it was Recorded on the same day of the Sale.
14. As shown in the papers filed this morning, there is a separate and related action to Quiet Title under Case No. 502016CA013133XXXX MB. See, filings in Exhibit 1.
15. These claims and defenses in that action should be heard as part of these proceedings reserving my rights to amend the claims to quiet title.
16. Some of the claims from that action which are relevant here include the following allegations.
17. That on or around December of 2015 up until August of 2016, Plaintiff Skender Hoti had retained, hired and employed one Thomas Dougherty, attorney and professional, to further the interests in the subject property with Defendant Bank of America including but not limited to

obtaining pay-off information, Assignment of Mortgage information, Loan modification information, and all other actions to further legal and equitable interests in the subject property.

18. I, Skender Hoti had hired Mr. Dougherty in Dec. of 2015 to obtain the QuitClaim Deed and Durable Power of Attorney yet Mr. Dougherty did not File any of these items with the Court until April of 2016 AFTER a Default Judgment was taken against Faton Kurti.
19. The Durable Power of Attorney had given me all powers to act on Faton Kurti's behalf in the real Estate matter with Bank of America.
20. Yet it wasn't until July of 2016 when the case was a week or so from a newly scheduled Trial after a Default that Thomas Dougherty "frantically" began emails with the Bank of America attorney to make it look like he was trying to get Payoff and other modification information when this should have happened months before the Default was taken against Faton Kurti.
21. Mr. Dougherty had also "withheld" for nearly 30 days one of the Orders of the Court that was Denying my ability to appear in the case during this time as well.
22. As the complaint shows in the Lis Pendens case, I, Skender Hoti made equitable and other improvements to the subject property during this time including maintaining the property, supervision of the property, safety and security of the property, bathroom and roof improvements and other actions to help protect the subject property which further provided benefits to Defendant Bank of America all prior to the Foreclosure Judgment and prior to the Foreclosure Sale and continue such actions to the present to the benefit of Bank of America.
23. That, upon information and belief, either through neglect or acts in concert with others, Defendant Thomas Dougherty failed to take proper action with Bank of America to further and advance the interests in the subject property, failing to contact Defendant Bank of America, failing to obtain proper information from Bank of America and other.

24. That Bank of America was negligent or acting in concert with others during the same period of time in the months prior to the Foreclosure Judgment and Sale by delaying processing and other information to Skender Hoti to protect the interests in the subject property and negligently and or intentionally interfering with rights in the property .
25. That such conduct and wrongful action directly relates to the proper title and legal and equitable claims to the subject property and there is a real controversy herein proper for an action to quiet title and to determine Plaintiff's rights or lien on such subject property.
26. That such action and conduct by the Bank of America and its attorneys, together with Thomas Dougherty and now the Cook law firm has impaired the position to sell or maximize value of the asset and subject property.
27. That I have suffered both equitable and legal damages as a result therein.

#### **OTHER MERITORIOUS DEFENSES**

28. Despite having these several attorneys represent my interests for the last year, and having the Durable Power of Attorney to obtain information from Bank of America, I still do not have any of the basic information one would obtain in a Foreclosure case beyond the Complaint and copy of the mortgage.
29. Upon information and belief Attorney Thomas Dougherty "appeared" at the Trial despite the fact that he was representing myself, not Faton Kurti and had told me he could not represent Faton Kurti and was representing me and proceeded to participate in the "Trial" but not Obtain ANY of the Documents or Exhibits or any items that have been disclosed or shared with me.
30. The Court knew and should have known that Mr. Dougherty was not representing Mr. Faton Kurti as not only is there no Notice of Appearance on File with the Clerk's office by Mr.

Dougherty, his papers first filed in the case clearly showed he was representing my interests and yet was allowed to “participate” in the Trial by the Court on behalf of a party he did not represent while Representing my interests at the time but being denied “Standing” in the case by the Court.

31. This is a fraud and fraud upon the Court.
32. The Mortgage terms itself make compliance with Federal laws and State Laws of Florida as a condition precedent to the Foreclosure suit but the Complaint does not allege this and is defective.
33. The Mortgage terms and Default Cure Notice also provide programs to enter into Repayment Plans and Loan Modification and other Loss Mitigation programs and yet none of these items were plead in the Complaint nor complied with.
34. The general rule in equity is that all persons materially interested, either legally or beneficial, in the subject-matter of the suit, must be made parties either as complainants or defendants, so that a complete decree may be binding upon all parties. The Fourth District elaborated on this rule in Phillips v. Choate, 456 So. 2d 556, 57 (Fla. 4th DCA 1984) (quoting Shields v. Barrow, 58 U.S. (17 How.) 130, 139 (1855)), where it defined an indispensable party as one whose interest in the controversy is of :”such a nature that a final decree cannot be made without either affecting that interest, or leaving the controversy in such a condition that its final termination may be wholly inconsistent with equity and good conscience.”
35. Although the right to intervene attenuates toward the end of a case, even post-judgment intervention has been allowed in appropriate cases. Technical Chems. & Prods., Inc. v. Porchester Holdings, Inc., 748 So. 2d 1090 (Fla. 4th DCA 2000).

36. The motion herein shows misrepresentations, mistakes, surprise, fraud, likely void and voidable Judgment and equity grounds that merit the Writ of Possession to be Vacated at this time or alternatively an Evidentiary hearing scheduled.

**WHEREFORE**, it is respectfully prayed for an Order Vacating the Writ of Possession or alternatively ordering an Evidentiary Hearing on the motion and for such other and further relief as may be just and proper.

**Dated:** March 2, 2017

**/s/Skender Hoti**  
Skender Hoti, Pro-Se  
Plaintiff Pro Se  
3103 Drew Way  
Palm Springs, FL 33461  
Tel: 561-385-6390  
[skendertravel@hotmail.com](mailto:skendertravel@hotmail.com)

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a copy of the foregoing has been served via electronic mail on this 2nd day of March 2017 to the following:

Levine Law Group; Juan G. Mejia, Esq., ; [jmejia@jsllawgroup.com](mailto:jmejia@jsllawgroup.com)

Marinosci Law Group, PC; Matthew M. Slowik, Esq, [servicefl@mlg-defaultlaw.com](mailto:servicefl@mlg-defaultlaw.com)

Thomas H. Dougherty, Esq.; [thdlaw@bellsouth.net](mailto:thdlaw@bellsouth.net);

Robert B. Cook, Esq., [rbc1960@yahoo.com](mailto:rbc1960@yahoo.com)

**/s/Skender Hoti**  
Skender Hoti, Pro-Se  
Plaintiff Pro Se  
3103 Drew Way  
Palm Springs, FL 33461  
Tel: 561-385-6390

[skendertravel@hotmail.com](mailto:skendertravel@hotmail.com)

**EXHIBIT 1**

**PAPERS**

Motion to Intervene-Continuance; Lis Pendens; Complaint to Quiet Title, Summons, Cook Law

Exhibits

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY FLORIDA

Bank of America, N.A.

Plaintiff,

502015CA011261XXXXMB  
DIVISION: AW

vs.

Faton T. Kurti, A/K/A Faton Kurti, et al,

Defendants.

COPY  
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MAR 02 2017

SHARON R. BOCK  
CLERK & COMPTROLLER  
CIRCUIT CIVIL DIVISION

**MOTION TO INTERVENE AND CONTINUANCE BY INTERESTED PERSON SKENDER HOTI  
IN HEARING ON WRIT OF POSSESSION 129 MILTON STREET, LANTANA, FL 33462**

COMES NOW Skender Hoti, an interested person, who moves to intervene in this action and for a continuance of the hearing for a Writ of Possession who shows this Court as follows:

1. I am Skender Hoti who has recently been represented since on or around Nov. 4, 2016 by the Cook Law Firm in relation to this case involving Bank of America, N.A. and Faton Kurti.
2. Since on or around Dec. of 2015 I have had a Durable Power of Attorney on behalf of Faton Kurti for all matters of Real Estate including the subject property and also obtained a Quit-Claim deed to the subject property from Faton Kurti at such time.
3. As of Nov. 4, 2016, I received the following advice from the Cook Law Firm on the subject property authorizing me to enter into a Year Lease Agreement on the property as the Cook Law Firm was pursuing actions with Bank of America.

**From:** "Michael Delagarza" <[mike@cooklawfl.com](mailto:mike@cooklawfl.com)>

**Date:** November 14, 2016 at 4:17:59 PM EST

**To:** "Skender Hoti" <[skendertravel@gmail.com](mailto:skendertravel@gmail.com)>

**Subject: 129 E Milton St. Lake Worth, FL 33462**

Hello Mr. Hoti.

We are aggressively representing you in your Foreclosure case on your investment property located at 129 E Milton St. Lake Worth, FL 33462. We are working on a resolution with your lender in efforts for you to keep your property. In the meantime, you are legally allowed to enter into a 1 year lease with a new tenant. Your prospective tenant is aware of the situation and you can provide this email to them as well.

Best regards,

**Michael Delagarza**

Cook Law Firm

Office Manager | Legal Assistant

4362 Northlake Blvd. Suite 213

Palm Beach Gardens, FL 33410

561-290-0021

Fax: 800-580-4071

THIS ENTIRE MESSAGE INCLUDING ANY ATTACHMENTS IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHOM IT IS ADDRESSED AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL OR OTHERWISE PROTECTED FROM DISCLOSURE UNDER STATE AND FEDERAL LAW. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS MESSAGE OR THE PERSON AUTHORIZED TO DELIVER IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION OR THE INFORMATION IT CONTAINS IS PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND DESTROY THIS AND ALL COPIES OF THE MESSAGE, ELECTRONIC OR OTHERWISE. THANK YOU.

4. This action was Prior to any Sale of the Subject property on Nov. 29, 2016.
5. Mr. Cook's office "Appeared" in the 15th Judicial Courts in this matter on Nov. 27, 2016 PRIOR to any such Sale and was to be filing Objections to the Sale prior to such Sale but some "problem" allegedly came up with the "process" and the Judge on this date and the Objections were never timely heard prior to any such Sale.

6. The Cook law firm continued to take certain actions and also began to represent Faton Kurti directly through a RESPA notice filed with Bank of America on or around Dec. of 2016 which is attached to this filing.

7. I have no current knowledge of what became of the RESPA matters with the Cook law firm despite being represented by the Cook law firm and paying them for services during this time.

8. On or about Feb. 14, 2016, the Cook Law Firm further sent me an Email attached to these papers and a letter saying that the Tenant that I had leased the property would have at least 60 days to remain in the property while the Cook law firm continued actions with Bank of America.

**From:** "Robert B. Cook, PA" <rbc1960@yahoo.com>

**Date:** February 14, 2017 at 11:07:41 AM EST

**To:** Skender Hoti <skendertravel@hotmail.com>

**Subject: Tenant at Milton Street**

**Reply-To:** "Robert B. Cook, PA" <rlbc1960@hotmail.com>

See attached

**ROBERT B. COOK, P.A.**

*Attorney and Counselor at Law*

February 14, 2017

Skender Hoti

3103 Drew Way  
West Palm Beach, FL 33406

Re: Tenant at Milton Street

Dear Skender:

With regard to this tenant, I would advise that it will take at least 60 days before the tenant has to move out of the property.

It may be possible to further delay the move out, as the case moves on.

Very truly yours,

Robert B. Cook

9. The Cook law firm was Noticed for today's Hearing as Representing Faton Kurti even though the Cook Law Firm also represents or represented myself.

10 It is unclear if the Cook law firm is appearing today but difficulties with the Cook law firm have occurred when I was trying to get answers and statements from Mr. Cook including a description of what took place on Nov. 27, 2016 and why the Objections were never properly heard prior to the alleged Sale.

11. Mr. Cook's office assured me it was ok to let the Sale go forward and the Certificate of Title would then be challenged.

12. Mr. Cook's office even as of this week was going to come forward with an affidavit of the irregularities in the case and Foreclosure Judgment including the prior time when I was represented by attorney Thomas Dougherty.

13. Mr. Cook's office has yet to do so and the Hearing should be Continued until all the proper parties can be present and matters fully heard.

14. On Nov. 29, 2016 I filed a Lis Pendens on the subject property prior to the Sale but I am not sure about the Recording time.

15. There is a separate and related action to Quiet Title under Case No.

502016CA013133XXXX MB.

16. The claims and defenses in that action should be heard as part of these proceedings reserving my rights to amend the claims to quiet title.

17. Some of the claims from that action which are relevant here include the following allegations.

18. That on or around December of 2015 up until August of 2016, Plaintiff Skender Hoti had retained, hired and employed one Thomas Dougherty, attorney and professional, to further the interests in the subject property with Defendant Bank of America including but not limited to obtaining pay-off information, Assignment of Mortgage information, Loan modification information, and all other actions to further legal and equitable interests in the subject property.

19. That Plaintiff Skender Hoti made equitable and other improvements to the subject property during this time including maintaining the property, supervision of the property, safety and security of the property, bathroom and roof improvements and other actions to help protect the subject property which further provided benefits to Defendant Bank of America.

20. That, upon information and belief, either through neglect or acts in concert with others, Defendant Thomas Dougherty failed to take proper action with Bank of America to further and advance Plaintiff's interests in the subject property, failing to contact Defendant Bank of America, failing to obtain proper information from Bank of America and other.

21. That Defendant Thomas Dougherty specifically failed to take certain action on Plaintiff's behalf in a Foreclosure Action by Defendant Bank of America against Faton Kurti under CASE NO: 502015CA011261XXXXMB AW in Palm Beach County.

22. That Defendant Bank of America was negligent or acting in concert with others during the same period of time by delaying processing and other information to Plaintiff to protect the interests in the subject property and negligently and or intentionally interfering with rights of the Plaintiff.

23. That such conduct and wrongful action directly relates to the proper title and legal and equitable claims to the subject property and there is a real controversy herein proper for an action to quiet title and to determine Plaintiff's rights or lien on such subject property.

24. That such action and conduct by the Defendants has impaired Plaintiff's position to sell or maximize value of the asset and subject property.

25. That Plaintiff has suffered both equitable and legal damages as a result therein.

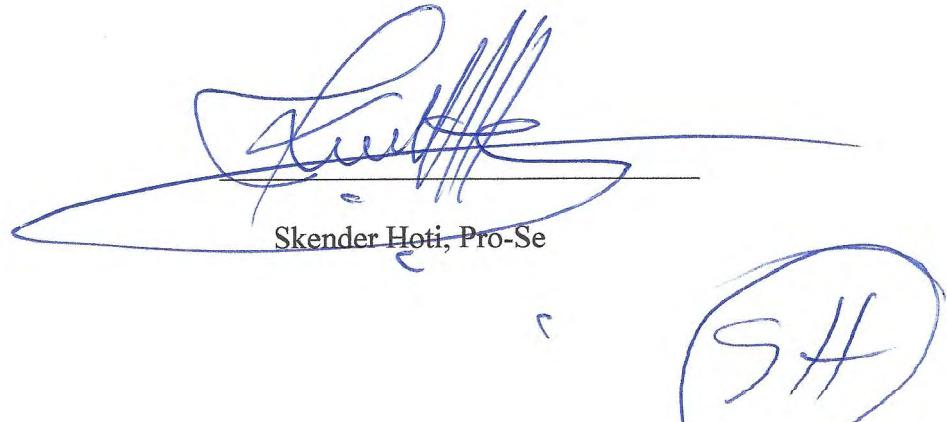
26. The general rule in equity is that all persons materially interested, either legally or beneficial, in the subject-matter of the suit, must be made parties either as complainants or defendants, so that a complete decree may be binding upon all parties. The Fourth District elaborated on this rule in Phillips v. Choate, 456 So. 2d 556, 57 (Fla. 4th DCA 1984) (quoting Shields v. Barrow, 58 U.S. (17 How.) 130, 139 (1855)), where it defined an indispensable party as one whose interest in the controversy is of :"such a nature that a final decree cannot be made without either affecting that interest, or leaving the controversy in such a condition that its final termination may be wholly inconsistent with equity and good conscience."

27. Although the right to intervene attenuates toward the end of a case, even post-judgment intervention has been allowed in appropriate cases. Technical Chems. & Prods., Inc. v. Porchester Holdings, Inc., 748 So. 2d 1090 (Fla. 4th DCA 2000).

28. I now seek to Intervene in this case and I now seek a continuance.

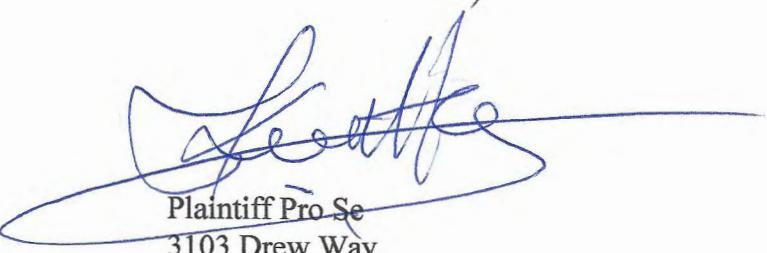
WHEREFORE it is respectfully prayed for an Order allowing Skender Hoti to intervene and for a continuance of the Hearing under proper conditions and such other and further relief as is just and proper.

Dated: March 2, 2017



Skender Hoti, Pro-Se





Plaintiff Pro Se

3103 Drew Way

Palm Springs, FL 33461

Tel: 561-385-6390



SH

**REAL ESTATE SPECIFIC DURABLE POWER OF ATTORNEY OF**

**EATON KURTI**

**Introductory Provision.** I, FATON KURTI, as principal (the "Principal") have this day appointed SKENDER HOTI to serve as my agent ("Agent") and to exercise the powers and discretions set forth below.

**Statement of Intent to Create Durable Power of Attorney Under State Statute.** By this instrument I intend to create a Durable Power of Attorney under Florida law.

## ARTICLE I

## **ASSET POWER**

1.1 **Power relating to Specific Real Property** My Agent is authorized in my Agent's sole and absolute discretion from time to time and at any time, to handle and any all legal matters for the property located at 129 East Milton Street, Lantana, Florida 33462 including not limited to liens with the City of Lantana and defending and resolving the foreclosure case in Palm Beach County, Florida with Bank of America and any other legal matters affecting the Property which is more particularly described as:

Lots 7,8, and 9, Block 5, Unit No.1, GREYNOLDS HIGHLANDS according to the Plat thereof, as recorded in Plat Book 13, Page 25 of the Public Records of Palm Beach County, Florida.

The South half of that certain platted 16.0 foot-wide alley lying East of the Northerly extension of the West Line of Lot 9, Block 5, and West of the Northerly extension of the East Line of Lot 7, Block 5, Unit No. 1 GREYNOLDS HIGHLANDS according to the Plat thereof, as recorded in Plat Book 13, Page 25 of the Public Records of Palm Beach County, Florida

(the "Premises") on such terms and conditions as my Agent shall deem appropriate; and in total or partial payment of the consideration for the Premises, to make, execute and deliver deeds or other documents of conveyance, mortgages and promissory notes in such amounts, at such interest rates, for such terms and with such other provisions as to my Agent shall seem appropriate and to secure such note or notes with a mortgage on the premises executed and delivered by my Agent to the holder of such notes.

## ARTICLE II

## INCIDENTAL POWERS

2.1. **Introduction.** In connection with the exercise of the powers and discretions herein described, my Agent is fully authorized and empowered to perform any acts and things and to execute and deliver any documents, instruments, affidavits, certificates, and papers necessary or appropriate, to such exercise or exercises, including without limitation the following:



2.2 **Resort to Courts.** To seek on my behalf and at my expense:

(a) a declaratory judgment from any court of competent jurisdiction interpreting the validity of this instrument and any of the acts authorized by this instrument, but such declaratory judgment shall not be necessary in order for my Agent to perform any act authorized by this instrument.

(b) a mandatory injunction requiring compliance with my Agent's instructions by any person, organization, corporation, or other entity obligated to comply with instructions given by me.

(c) actual and punitive damages and the recoverable costs, fees and expenses of such litigation, against any person, organization, corporation or other entity obligated to comply with instructions given by me who negligently or willfully fails or refuses to follow such instructions.

(i) **Hire and Fire - All Personnel.** To employ, compensate and discharge such domestic, health care and professional personnel including lawyers, accountants, doctors, nurses, brokers, financial consultants, advisors, consultants, companions, servants and employees as my Agent deems appropriate.

(ii) **Sign Documents and Incur Costs in Implementing the Agent's Instructions.** To sign, execute, endorse, seal, acknowledge, deliver and file or record instruments and documents, including but not limited to contracts, agreements and conveyances of real and personal property, instruments granting and perfecting security instruments including without limitation promissory notes and mortgages and obligations, orders for the payment of money, receipts, releases, waivers, elections, vouchers, consents, satisfactions and certificates. In addition, any Agent of mine who has the authority to incur costs on my behalf may render the bills for such costs to any Agent of mine who has been granted the authority to pay such costs or to any trustee of any revocable living trust of mine, or guardian, committee or conservator who has authority to pay such costs I request that costs be paid promptly. Any recipient thereof (i.e. my Agent with authority to pay or my trustee) shall promptly such costs.

**ARTICLE III**

**THIRD PARTY RELIANCE**

3.1 **Introduction.** For the purpose of inducing all persons, organizations, corporations and entities, including but not limited to any bank, broker, custodian, insurer, lender, transfer agent, taxing authority, governmental agency, or other party, all of whom will be referred to in this article as a "Person", to act in accordance with the instructions of my Agent as authorized in this instrument with respect to my property matters, I hereby represent, warrant and agree that:

3.2 **Third Party Liability for Revocation and Amendments.** If this instrument is revoked or amended for any reason, I, my estate, and my personal representative will hold any person, organization, corporation or entity, hereinafter referred to in the aggregate as "Person", harmless from any loss suffered, or liability incurred by such Person in acting in accordance with the instructions of my Agent acting under this instrument prior to the receipt by such Person of actual written notice of any such revocation or amendment.

3.3 **Agent Has Power to Act Alone.** The powers conferred on my Agent by this instrument may be exercised by my Agent alone and my Agent's signature or act under the authority granted in this

instrument may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, competent, and acting on my own behalf. Consequently, all acts lawfully done by my Agent hereunder are done with my consent and shall have the same validity and effect as if I were personally present and personally exercised the powers myself, and shall inure to the benefit of and bind me and my estate and my personal representative.

3.4 **No Liability to Third Parties for Reliance on Agent.** No Person who relies in good faith on the authority of my Agent under this instrument shall incur any liability to me, my estate or my personal representative. In addition, no Person who acts in reliance on any representations my Agent may make as to (a) the fact that my Agent's powers are then in effect, (b) the scope of my Agent's authority granted under this instrument, (c) my competency at the time this instrument is executed, (d) the fact that this instrument has not been revoked or amended, or (e) the fact that my Agent continues to serve as my Agent shall incur any liability to me, my estate or my personal representative for permitting my Agent to exercise any such authority, nor shall any Person who deals with my Agent be responsible to determine or insure the proper application of funds or property by my Agent. Any party dealing with any Person named as Agent (including any Person named as an Alternate Agent hereunder) may rely on as conclusively correct an affidavit or certificate of such Agent that (i) my Agent's powers are then in effect, (ii) the action my Agent desires to take is within the scope of my Agent's authority granted under this instrument, (iii) I was competent at the time this instrument was executed, (iv) this instrument has not been revoked, and/or (v) my Agent continues to serve as my Agent.

3.5 **Authorization to Release Information to Agent.** All Persons from whom my Agent may request information regarding me, my personal or financial affairs or any information which I am entitled to receive are hereby authorized to provide such information to my Agent without limitation and are released from any legal liability whatsoever to me, my estate or my personal representative for complying with my Agent's requests.

#### ARTICLE IV

#### DURABILITY PROVISION

4.1 **Immediate Power.** This power of attorney shall not be affected by my subsequent disability or incapacity, or lapse of time.

#### ARTICLE V

#### ADMINISTRATIVE PROVISIONS

5.1 **Introduction.** The following provisions shall apply:

(a) **Reimbursement and Compensation of Agent.** My Agent shall be entitled to reimbursement for all reasonable costs and expenses, including reasonable attorney's fees, actually incurred and paid by my Agent on my behalf at any time under any provision of this instrument. My Agent shall not be entitled to compensation for services rendered hereunder.

(b) **Waiver of Acts of Omission and Commission.** My Agent (and my Agent's estate and personal representative), acting in good faith, are hereby released and forever discharged from any and all civil liability and from all claims or demands of all kinds whatsoever by me or my estate and personal representative arising out of the acts or omissions of my Agent, except for willful misconduct or gross negligence.

(c) **Severability.** If any part of any provision of this instrument shall be invalid or unenforceable under applicable law, such part shall be ineffective to the extent of such invalidity only, without in any way affecting the remaining parts of such provision or the remaining provisions of this instrument.

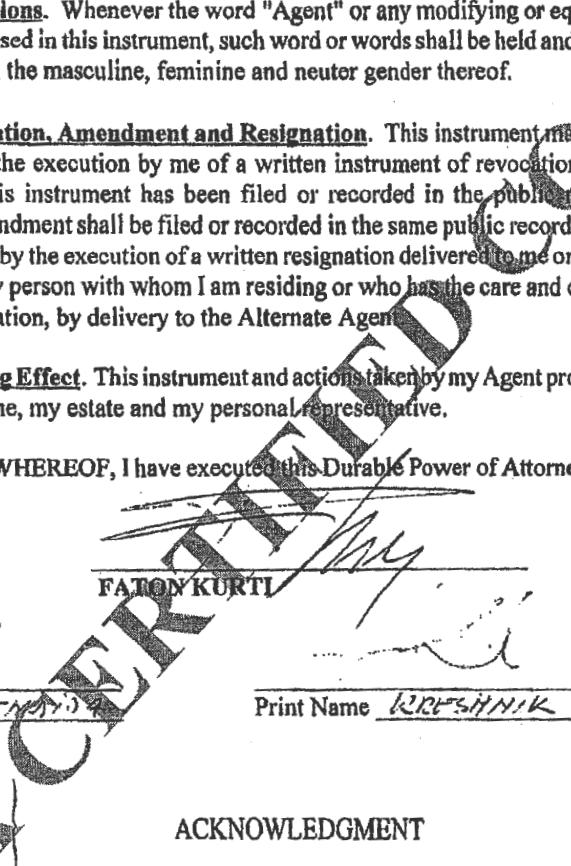
(d) **Governing Law and Applicability to Foreign Jurisdictions.** This instrument shall be governed by the laws of the state of Florida in all respects, including its validity, construction, interpretation and termination.

(e) **Definitions.** Whenever the word "Agent" or any modifying or equivalent word or substituted pronoun therefor is used in this instrument, such word or words shall be held and taken to include both the singular and the plural, the masculine, feminine and neuter gender thereof.

(f) **Revocation, Amendment and Resignation.** This instrument may be amended or revoked by me at any time by the execution by me of a written instrument of revocation or amendment, delivered to my Agent. If this instrument has been filed or recorded in the public records, then the instrument of revocation or amendment shall be filed or recorded in the same public records. My Agent and any Alternate Agent may resign by the execution of a written resignation delivered to me or, if I am mentally incapacitated, by delivery to any person with whom I am residing or who has the care and custody of me or, in the case of an Agent's resignation, by delivery to the Alternate Agent.

(g) **Binding Effect.** This instrument and actions taken by my Agent properly authorized hereunder shall be binding on me, my estate and my personal representative.

IN WITNESS WHEREOF, I have executed this Durable Power of Attorney this 29 day of December, 2015.

  
FATON KURTI

WITNESSES:

Print Name GIRIH EFEVY

Print Name KRISHNIK KURTI

STATE OF FLORIDA

ACKNOWLEDGMENT

COUNTY OF LEBON

The foregoing instrument was acknowledged before me on this 29 day of December, 2015 by Faton Kurti  who is personally known to me or  who produced as identification.

NOTARY PUBLIC:

See the last page of Notary  
and the Sealings

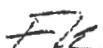
(print or type name beneath signature line)

State of

My commission expires:

My commission number is:

{notarial seal}



NOT A CERTIFIED COPY

*Paula & Paul Horne*



**From:** Skender Hoti [skendertravel@gmail.com](mailto:skendertravel@gmail.com)  
**Subject:** Fwd: Tenant at Milton Street  
**Date:** Feb 20, 2017, 7:15:46 PM  
**To:** [tgbcr310@aol.com](mailto:tgbcr310@aol.com)  
**Bcc:** [skendertravel@gmail.com](mailto:skendertravel@gmail.com)

Sent from my iPhone [561 385 6390](tel:5613856390)

Sent from my iPhone [561 385 6390](tel:5613856390)

Begin forwarded message:

**From:** "Robert B. Cook. PA" <[rbc1960@yahoo.com](mailto:rbc1960@yahoo.com)>  
**Date:** February 14, 2017 at 11:07:41 AM EST  
**To:** Skender Hoti <[skendertravel@hotmail.com](mailto:skendertravel@hotmail.com)>  
**Subject:** Tenant at Milton Street  
**Reply-To:** "Robert B. Cook. PA" <[rlbc1960@hotmail.com](mailto:rlbc1960@hotmail.com)>

See attached

W

Skender...nt.docx

37.4 KB

# ROBERT B. COOK, P.A.

*ATTORNEY AND COUNSELOR AT LAW*

February 14, 2017

Skender Hoti  
3103 Drew Way  
West Palm Beach, FL 33406

Re: Tenant at Milton Street

Dear Skender:

With regard to this tenant, I would advise that it will take at least 60 days before the tenant has to move out of the property.

It may be possible to further delay the move out, as the case moves on.

Very truly yours,

Robert B. Cook



Law Office of  
Robert B. Cook, PA

*Attorney and Counselor at Law*

**NOTICE OF REPRESENTATION**  
**3rd Party Authorization**

To: Loss Mitigation Department

RE: Bank of America , Loan #: 875874593

Property Address: 129 E. Milton Street Lake Worth, FL 33462

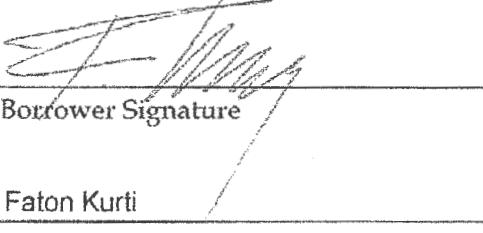
I authorize my Mortgage Company (named above) to discuss my request and release information for payment assistance with the individual(s) that I have identified below as my Designated Agent(s). I also authorize you to work out the terms of a payment agreement with my Designated Agent and/or their assignees and to cause to deliver requested documents to my Designated Agent that concern a request for payment assistance. I understand that I am fully responsible to review any and all information sent by my Mortgage Company to my Designated Agent.

Be further informed that this authorization will remain in effect until Designated Agent(s) or I specifically notify my Mortgage Company's Loss Mitigation Department in writing that this authorization is no longer valid or in effect.

**Please make all the appropriate notification in your system to reflect this authorization**

My Designated Agent is: Liz Arnold, Nichole Pangerl and ALL of Firm's employees

My Designated Agent's Email is: Liz@CookLawFL.com and Nichole@CookLawFL.com

  
Borrower Signature

Faton Kurti  
Borrower Name

Co- Borrower Signature

Co- Borrower Name

14. 12. 2016

Date

Date

Borrower SS#: 772 20 16 29

Co-Borrower SS#: \_\_\_\_\_

## Qualified Written Request Under RESPA

*Via Certified Mail, Return Receipt Requested*

Date: 12/7/2016

Faton Kurti  
129 E. Milton Street  
Lake Worth, FL 33462

Bank of America, NA  
Customer Service Correspondence  
PO Box 5170  
Simi Valley, CA 93062-5170

Re: Current Loan Number: 875874593  
Property Address: 129 E. Milton Street Lake Worth, FL 33462

For the reasons I present herein, I believe there exist violations and omissions in my account with you. This is a "Qualified Written Request (QWR)" under Section 6 of the Real Estate Settlement Procedures Act (RESPA) which I issue to obtain specific documents pertaining to my mortgage loan.

1. I specifically dispute that Bank of America, NA is the authorized and proper servicer of this loan obligation and that Bank of America, NA has any contractual or legal authority to collect on this obligation and/or to engage in any type of collection activity. If Bank of America, NA disagrees with this dispute, please provide a fully executed Servicing Agreement which documents your authority to service and collect on this obligation and which details exactly who Bank of America, NA is servicing this loan for.
2. As my alleged loan servicer and possible note holder, Bank of America, NA is given negotiating rights by the Note owner, so it is essential information for me to know if my loan has been securitized in the secondary market in an MBS series. I require a clearly-established agency relationship among all parties to my mortgage. An obscured Note holder/owner also suggests a greater likelihood of noncompliance with federal regulations on pre-default prevention procedures, which is of great concern to me.
3. Clear title to my property is now also in question in light of national news involving mortgage lenders, and with the rash of document problems lenders have acknowledged, it would seem that bank officers are swearing to affidavits of ownership when they have not even seen the documents in question. Naturally, I require documents from you that I may inspect for any signatures, as well as for account balance status and escrow amounts.

Please be advised that the matters involving account and escrow matters alone makes this request legitimate; RESPA further allows a QWR to request information "relating to the servicing of the loan." (See 12 U.S.C. Section 2605(e)(1)(A)). All loan servicers, including Bank of America, NA are also aware that certain courts have noted that the QWR process relates to any request for information related to servicing. *Cortez v. Keystone Bank, Inc.*, 2000 U.S. Dist. Lexis 5705, 36-37 (E.D. Pa. May 2, 2000).

*FL*

Under Section 6 of RESPA you are required to acknowledge this request within 20 business days of—and to reconcile irregularities or inconsistencies they reflect within 60 business days of—the date you receive this request. However, The Dodd-Frank Wall Street Reform and Consumer Protection Act signed into law on July 21, 2010, changes the timelines to 5 days and 30 days, respectively. A 15-day extension is allowable only if I am informed about it and given the reasons for the extension. The Act also implements a 10-business day deadline to respond to my request for the identity and address of the owner, or assignee, of the loan, and you may not charge me for performing the QWR. In addition, RESPA's Section 2605 (e)(3) directs you as loan servicer to not report negative information to a consumer reporting agency during the 60 days following receipt of the QWR concerning overdue payments related to that period or to the QWR.

**Please ensure that all copies of the following documents you provide are clear, legible, and copied in their entirety. I will check each box upon receiving from you each document as follows:**

1. Initial Loan Application and Final Loan Application (1003);
2. Deed of Trust/All Addendums;
3. Copy of Wet-inked Note we signed with All Endorsements (pursuant to the SEC-filed Pooling & Servicing Agreement (PSA) and Riders if applicable);
4. Copy of Loan Payment History – This must include all payments made, all fees incurred, any and all escrow account disbursements and how payments were applied, any and all payments listed as 'Corp Adv Statutory Exp Disb' and/or 'Corp Adv Attorney Advance Disb' etc., on any payment coupon statements/detailed transaction history print-outs issued by you or Residential Mortgage Capital, and all disclosures and rate sheets;
5. All escrow analyses conducted on the account from the inception of the loan to the date of this letter;
6. Truth-in Lending Statements and Disclosures;
7. All loan servicing agreements between the loan servicer(s) and the loan originator, the note holder/lender, and/or trustees from inception of the loan to the date of this letter;
8. All letters, statements, affidavits, and documents (including Limited Power of Attorney if applicable) sent to us by agents, attorneys, or representatives of your company;
9. Itemization of Amount Financed;
10. Good Faith Estimates;
11. Estimated and Final Closing Statements (Final HUD 1);
12. Appraisal, and Current Fair Market Value of property including the basis for this determination;
13. Title Report;
14. Grant Deed(s).
15. Pooling and Servicing Agreements (PSA) filed with the SEC, and the Article II Provisions showing modification terms allowable for the Servicer to utilize;
16. 15-d 6 Filing with the SEC for the Trust if applicable.

RESPA also requires:

Documentation of all loss mitigation evaluations and actions taken on this mortgage loan;  
A full accounting of all money paid and received on this mortgage loan account from any third party sources, including agreements, contracts, and understandings with vendors that have been paid for by any charges on the account from the inception of the loan to the date of this letter;

Additionally, please provide, in writing, the following:

- (1) Please identify the name, address, and telephone number of the current owner (beneficiary) of the Note;
- (2) Please identify the name, address, and telephone number of the beneficiary named in the

*Flc*

Deed of Trust if different from that of the lender, and the authorization allowing such;

- (3) Please identify the name, address, and telephone number of the secured party (the current owner of the mortgage);
- (4) Please identify the name, address, and telephone number of, and any and all fees provided to, the mortgage broker(s) involved in this mortgage loan;
- (5) Please identify the current location of the originals of the entire loan file, and describe the manner in which they are stored, maintained, and protected.

Please be aware that your failure to respond on a timely basis will be used as evidence if litigation ensues and,

- That this letter may be introduced into evidence at any hearing in this case under Rule 803(b) of the Federal Rules of Evidence; and
- That your failure to respond on a timely basis as designated herein may be used against you as a Statement that is contrary to your pecuniary or proprietary interest as provided in Rule 804(b)(3) of the Federal Rules of Evidence.

**RESPONSE MUST BE SENT TO THE NOTARY PUBLIC BELOW.**

**RESPONSE MUST BE VERIFIED.**

**All Rights Reserved, Without Prejudice,**

By:   
Faton Kurti

A notary public has been used as a courtesy disclosure of United States admissions to prevent injury to you. Such usage and the use of corporate codes, statutes, citations, case rulings or other private corporate regulations is coincidental and does not and shall not be deemed an election to submit to a foreign jurisdiction or consent, real, imagined or implied, to waive any rights, ownership, title, claim, or defenses.

**Correspondence will be accepted only if addressed as follows:**

Faton Kurti  
c/o Cook Law Firm  
4362 Northlake Blvd. Suite 213  
Palm Beach Gardens, FL 33410

[Note: This Notary Public is not an attorney licensed to practice law in this state and has not given legal advice or accepted fees for legal advice. Notary has no interest in any issue referenced therein. Notary is NOT a party to this action and is ONLY acting in an authorized capacity as liaison and witness to communications between the parties.]

Failure to respond to the Notary Public within thirty one (31) days from the date of service, the presumption will hold by tacit admission Bank of America, NA, is not in possession of the Security Instruments showing the once wet ink signature of Faton Kurti; and by tacit admission Bank of America, NA is not the true Party-in-Interest, lack the capacity to present Notice of Acceleration.





This document prepared by,  
record and return to:  
Daniel J. Rose, Esq.  
DANIEL J. ROSE, P.A.  
323 NE 6th Ave  
Delray Beach, Florida 33483

CFN 20160137480  
OR BK 28243 PG 0001  
RECORDED 04/21/2016 09:02:38  
Palm Beach County, Florida  
AMT 188,000.00  
Doc Stamp 1,316.00  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 0001 - 3; (3pgs)

Property Control No. 40-43-45-03-15-005-0070

PREPARER HAS NOT CONDUCTED A TITLE  
SEARCH AND NO REPRESENTATION IS  
MADE AS TO TITLE.

## Quit Claim Deed

This Indenture, made this 21 day of December, 2015 between Faton T. Kurti, a single man of the County of Palm Beach in the State of Florida, party of the first part, whose post office address is 129 East Milton Street, Lantana, Florida 33462 and Skender Hoti, a married man party of the second part, and whose post office address is 3103 Drew Way, Palm Spring, Florida 33406

Witnesseth:

That the said party of the first part, for and in consideration of the sum of \$10.00 and other valuable consideration, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, his heirs and assigns forever, the following described land, to wit:

Lots 7,8, and 9, Block 5, Unit No.1 GREYNOLDS HIGHLANDS according to the Plat thereof, as recorded in Plat Book 13, Page 25 of the Public Records of Palm Beach County, Florida.

The South half of that certain platted 16.0 foot-wide alley lying East of the Northerly extension of the West Line of Lot 9, Block 5, and West of the Northerly extension of the East Line of Lot 7, Block 5, Unit No.1 GREYNOLDS HIGHLANDS according to the Plat thereof, as recorded in Plat Book 13, Page 25 of the Public Records of Palm Beach County, Florida.

Subject to all restrictions and all amendments thereto, easements, restrictions and reservations of record not coupled with a right of reverter and taxes for the current year.

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

Page 1 of 2



Signed, sealed and delivered in the presence of:

John G. Green  
John G. Green  
(Type or print name beneath line)

*(Type or print name beneath line)*

STATE OF *Corkové*

COUNTY OF *Kosciusko*

The foregoing instrument was acknowledged before me on this 24 day of December  
1965 by Faton T. Kurti M who is personally known to me or  who produced  
as identification.

## ACKNOWLEDGMENT



**NOTARY PUBLIC:**

See the last page, Chap. of History Public

**State of**

My commission expires:

My commission number is:

Page 2 of 2

771

LRP. nr. 5887/2015

Shaqir Vula, noter në Gjakovë rruga "Nëna Terezë" nr. 147, Hyrja e 1-t, Kati i 1-t, apartamenti 20, Vërteton se nënshkrimi i vënë më lartë i Zotëri FATO KURTI, lindur me 30.03.1959, ne Gjakovë, me vendbanim në Gjermani, me adresën Klara - Ziegler - Bogen 14, 81739 Minhen, shtetas i Republikës Federative të Gjermanisë, me nr. të letërnjoftimit Gjerman LFO85VX9V, është nënshkrimi në prani të tij në një dokument të quajtur "Quit Claim Deed" i cili është në gjuhën angleze.

Zotëri FATO KURTI këtë nënshkrim e ka bërë me dorën e varetet.

Noteri nuk është përgjegjës për përbajtjen e këtij dokumenti dhe nuk është i përgjegjës i vërtetë se sa kanë të drejtë palët që të lidhin punën për të cilën bëhet fjalë në këtë dokument.

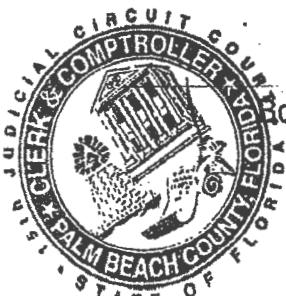
Noteri vërteton se ky nënshkrim është i vërtetë.

Veprimi u krye në Gjakovë me 29.12.2015 (njëzet e nëntë dhjetorë) në pjesën e përgjigjeve.



NOT A CERTIFIED

FK



Book28243/Page3

Page 3 of 3

I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, Oct 11, 2016  
Sharon R. Bock, Clerk and Comptroller, Palm Beach County, Florida  
BY \_\_\_\_\_ Deputy Clerk

Catherine S. Siegel

EXHIBIT F

MARINOSC LAW GROUP, PC, ServiceFLG)mig-defaultlaw.com, ServiceFL2(C)mig-defaultlaw.com  
THOMAS H. DOUGHERTY ESQ. thclaw Gibellsouth.net, thcawGibellsouth

SEE ATTACHMENT

1. DEED CERTIFIED
2. DURABLE POWER OF ATTORNEY

~~NOT A CERTIFIED COPY~~



3

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY FLORIDA

Skender Hoti,

50 2016 CA 013133 XXXXNB

**Plaintiff,**

Vs.

**COMPLAINT TO QUIET TITLE  
AND OTHER DAMAGES**

Bank of America, N.A., Thomas Dougherty,

### Defendants.

COMES NOW, SKENDER HOTI, PLAINTIFF, who brings this Action to Quiet Title to Real Property against the Defendant, Bank of America, N.A., and against any unknown heirs, devisees, grantees, creditors, unknown persons and unknown spouses, and against Thomas Dougherty and any and all John or Jane Doe persons acting in concert with him, in support of its affirmative claim for relief and for related damages, respectfully pleads and shows this Court as follows:

## **JURISDICTION OF THE COURT**

1. This is an action to quiet title to property under Florida Statutes FS 65.021 with said property located in Palm Beach County of the State of Florida and for related damages herein.

## THE PARTIES

2. Skender Hoti is the Plaintiff and is a natural person residing in the County of Palm Beach, Florida with certain interests in real property both equitable and legal as described further herein.

3. Bank of America, N.A., is a Defendant and a financial institution operating under the Banking laws of the United States and an alleged mortgage holder with alleged interest in real property that is the subject of this action as described further herein.
4. Thomas Dougherty is a Defendant and an attorney with offices in Palm Beach County of Florida who was hired to do work by Plaintiff directly relating to the property that is the subject of this action.
5. Upon information and belief, Defendant Thomas Dougherty has an office address at 712 U.S. Highway One - Suite 210, North Palm Beach, FL 33408 situated in the County of Palm Beach in the State of Florida.

#### THE PROPERTY

6. Upon information and belief, the legal description of the property which is the subject of this action is known as *129 East Milton Street, Lantana, Florida 34112, more particularly described as Lots 7, 8 and 9, Block 5, Unit 1, Greynolds Highlands, according to the Plat thereof, as Recorded in Plat Book 13, Page 25 of the Public Records of Palm Beach County Florida. The South half of that certain Platted 16.0 foot-wide alley lying East of the Northerly extension of the West Line of Lot 9, Block 5, and West of the Northerly extension of the East Line of Lot 7, Block 5, Unit 1, Greynolds Highlands according to the Plat thereof, as recorded in Plat Book 13, Page 25, of the Public Records of Palm Beach County.*

#### ALLEGATIONS

7. That upon information and belief, Plaintiff Skender Hoti has both legal and equitable interests in the subject property that cloud title and require judicial determination.

8. That Plaintiff Skender Hoti acquired some form of legal and equitable title to said property on or about Dec. of 2015 by virtue of a Quit-Claim Deed from one Faton Kurti, the owner of said property who had a Mortgage with Defendant Bank of America, N.A..
9. That on or around Dec. of 2015, Plaintiff also obtained a Durable Power of Attorney from owner Faton Kurti to take all powers and actions with respect to the subject property.
10. That on or around April of 2016, the Quit Claim Deed was Recorded in the Palm Beach County recording system by attorney Daniel J. Rose, a copy of which is attached herein.
11. That on or around April of 2016, the Durable power of attorney was also recorded in the Palm Beach County recording system.
12. That on or around December of 2015 up until August of 2016, Plaintiff Skender Hoti had retained, hired and employed one Thomas Dougherty, attorney and professional, to further the interests in the subject property with Defendant Bank of America including but not limited to obtaining pay-off information, Assignment of Mortgage information, Loan modification information, and all other actions to further legal and equitable interests in the subject property.
13. That Plaintiff Skender Hoti made equitable and other improvements to the subject property during this time including maintaining the property, supervision of the property, safety and security of the property, bathroom and roof improvements and other actions to help protect the subject property which further provided benefits to Defendant Bank of America.
14. That, upon information and belief, either through neglect or acts in concert with others, Defendant Thomas Dougherty failed to take proper action with Bank of America to further and advance Plaintiff's interests in the subject property, failing to contact Defendant Bank of America, failing to obtain proper information from Bank of America and other.
15. That Defendant Thomas Dougherty specifically failed to take certain action on Plaintiff's behalf in a Foreclosure Action by Defendant Bank of America against Faton Kurti under CASE NO: 502015CA011261XXXXMB AW in Palm Beach County.

16. That Defendant Bank of America was negligent or acting in concert with others during the same period of time by delaying processing and other information to Plaintiff to protect the interests in the subject property and negligently and or intentionally interfering with rights of the Plaintiff.
17. That such conduct and wrongful action directly relates to the proper title and legal and equitable claims to the subject property and there is a real controversy herein proper for an action to quiet title and to determine Plaintiff's rights or lien on such subject property.
18. That such action and conduct by the Defendants has impaired Plaintiff's position to sell or maximize value of the asset and subject property.
19. That Plaintiff has suffered both equitable and legal damages as a result therein.

**AS AND FOR A FIRST CAUSE OF ACTION TO QUIET TITLE**

20. Plaintiff repeats and re-alleges all of the allegations contained in paragraphs 1 through 18 as if specifically re-stated.
21. Plaintiff has a justiciable claim to quiet the title to the subject property against Defendant Bank of America and Plaintiff's rights, claims and interests herein shall be determined.

**AS AND FOR A SECOND CAUSE OF ACTION IN DAMAGES**

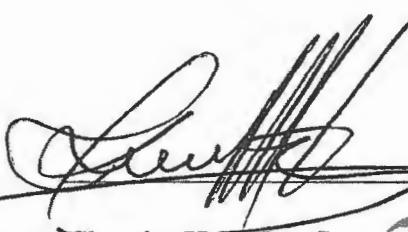
22. Plaintiff repeats and re-alleges all of the allegations contained in paragraphs 1 through 18 as if specifically repeated herein.
23. As a result therein, Defendants Bank of America and Thomas Dougherty are liable to Plaintiff in negligence interference of rights to the subject property for an amount to be determined herein in excess of \$50,000.00.

WHEREFORE, Plaintiff demands Judgment against the Defendants as follows:

1. Determining and quieting the Title to the subject property herein;

2. In damages for negligence and interference in rights to the subject property;  
Together with such costs, interests and fees as may be allowed by law and such  
other and further relief as may be just and proper.

Dated: Nov. 29, 2016



Skender Hoti, Pro-Se  
Plaintiff Pro Se  
3103 Drew Way  
Palm Springs, FL 33461  
Tel: 561-385-6390

NOT A CERTIFIED COPY

SK

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY FLORIDA

Skender Hoti,

Plaintiff,

Vs.

Bank of America, N.A., Thomas Dougherty,

Defendants.

502016CA013133XXXXMB AD

**SUMMONS**  
**PERSONAL SERVICE ON A NATURAL PERSON**

**TO: THOMAS DOUGHERTY,**

712 U.S. Highway One - Suite 210, North Palm Beach, FL 33408

**IMPORTANT**

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself at the same time you file your written response to the Court, you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a copy of your written response to the Plaintiff-Plaintiff's Attorney named below:

Skender Hoti, Plaintiff Pro-Se  
3103 Drew Way  
Palm Springs, FL 33406

Jupiter, Fl 33458  
Tele 561-622-1558

"In accordance with the Americans With Disabilities Act, persons in need of special accommodation to participate in this proceeding shall, within a reasonable time prior to any proceeding, contact the Administrative Office of the Court, 205 North Dixie Highway, West Palm Beach, Fl 33401 ( 561 ) 355-3574; via Florida Relay Service."

THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this Summons and a copy of the Complaint/Petition and Discovery in this lawsuit on the above named Defendant(s).

DATED ON: \_\_\_\_\_

NOV 29 2016



*Belva Hamilton*  
Deputy Clerk

BELVA HAMILTON

NOTICE  
SHARON R. BOCK  
Clerk & Comptroller  
P.O. Box 4667  
West Palm Beach, Florida  
33402-4667

**IMPORTANT**

Des poursuites judiciaires ont ete entreprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrte a la plainte ci-jointe aupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes oblige de deposer votre reponse ecrte, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrte dans le relai requis, vous risquez de perdre la cause ainsi que votre salaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ultérieur du tribunal. Il y a d'autres obligations juridiques et vous pouvez requérir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones).

Si vous choisissez de deposer vous-meme une reponse ecrte, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrte au "Plaintiff/Plaintiff's Attorney" (Plaignant ou a son avocat) nomme ci-dessous.

"En accordance avec la Loi des "Americans With Disabilities", les personnes en besoi d'une accommodation speciale pour participer a ces procedures doivent, dans un temps raisonnable, avant d'entreprendre aucune autre demarque, contacter l'office administrative de la Court situe au Administrative Office of the Court, 205 North Dixie Highway, West Palm Beach, FL 33401 (561) 355-3574; via Florida Relay Service."

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY FLORIDA

502016 CA 013133 XXX MB

AO

Skender Hoti,

Plaintiff,

Vs.

Bank of America, N.A., Thomas Dougherty,

Defendants.

---

**NOTICE OF LIS PENDENS**

**TO DEFENDANT(S) Bank of America, N.A., Thomas Dougherty, P.A., and John and Jane Does, AND ALL OTHERS WHOM IT MAY CONCERN:**

**YOU ARE NOTIFIED OF THE FOLLOWING:**

- a) The Plaintiff has instituted this Action against you seeking to "quiet title" with respect to the subject property described below;

b) The Plaintiff in this action is Skender Hoti.

c) The Date of the institution of this action is \_\_\_\_\_ OR the date on the Clerk's electronic receipt for filing is \_\_\_\_\_ OR the case number of the action is as shown in the caption.

d) The Property that is the subject matter of this action is located in Palm Beach County of Florida and is described as follows:

*129 East Milton Street, Lantana, Florida 34112, more particularly described as Lots 7, 8 and 9, Block 5, Unit 1, Greynolds Highlands, according to the Plat thereof, as Recorded in Plat Book 13, Page 25 of the Public Records of Palm Beach County Florida. The South half of that certain Platted 16.0 foot-wide alley lying East of the Northerly extension of the West Line of Lot 9, Block 5, and West of the Northerly extension of the East Line of Lot 7, Block 5, Unit 1, Greynolds Highlands according to the Plat thereof, as recorded in Plat Book 13, Page 25, of the Public Records of Palm Beach County.*

Dated: Nov. 29, 2016



Skender Hoti, Pro-Se  
Plaintiff Pro Se  
3103 Drew Way  
Palm Springs, FL 33461  
Tel: 561-385-6390

SKE

IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY FLORIDA

Skender Hoti,

Plaintiff,

Vs.

Bank of America, N.A., Thomas Dougherty,

Defendants.

502016CA013133XXXXMB AO

**SUMMONS**  
**PERSONAL SERVICE ON A CORPORATION**

**TO:** Bank of America, N.A.,

100 North Tryon Street, Charlotte North Carolina 28255

**IMPORTANT**

A lawsuit has been filed against you. You have 20 calendar days after this summons is served on you to file a written response to the attached Complaint in this Court. A phone call will not protect you; your written response, including the above case number and named parties, must be filed if you want the Court to hear your case. If you do not file your response on time, you may lose the case, and your wages, money, and property may thereafter be taken without further warning from the Court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book).

If you choose to file a written response yourself at the same time you file your written response to the Court, you must also mail or take a carbon copy or photocopy of your written response to the "Plaintiff/Plaintiff's Attorney" named below.

If you choose to file a written response yourself, at the same time you file your written response to the Court you must also mail or take a copy of your written response to the Plaintiff-Plaintiff's Attorney named below:

Skender Hoti, Plaintiff Pro-Se  
3103 Drew Way  
Palm Springs, Fl 33406

Jupiter, Fl 33458  
Tele 561-622-1558

"In accordance with the Americans With Disabilities Act, persons in need of special accommodation to participate in this proceeding shall, within a reasonable time prior to any proceeding, contact the Administrative Office of the Court, 205 North Dixie Highway, West Palm Beach, Fl 33401 ( 561 ) 355-3574; via Florida Relay Service."

THE STATE OF FLORIDA

TO EACH SHERIFF OF THE STATE: You are commanded to serve this Summons and a copy of the Complaint/Petition and Discovery in this lawsuit on the above named Defendant(s).

DATED ON: Nov. 29. 2016 NOV 29 2016



by Belva Hamilton  
Deputy Clerk

BELVA HAMILTON

SHARON R. BOCK  
Clerk & Comptroller  
P.O. Box 4667  
West Palm Beach, Florida  
33402-4667