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1 IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
2 IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
3 CIVIL DIVISION
4 CASE NO.: 2009-CA-025391

5 CitiMortgage, Inc.,
6 Plaintiff,

7 -vs-

8 Dean A. Horner, and Nancy A.
9 Horner, Husband and Wife; JP
10 Morgan Chase Bank, National
Association,
Defendants.

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15 TRANSCRIPT OF PROCEEDINGS
16 Before the Honorable Robert A. Foster, Jr.
(Pages 1 - 8)

17 Friday, December 2, 2011
18 11:23 a.m. - 11:28 a.m.
19 Hillsborough County Courthouse
20 800 East Twiggs Street
Tampa, Florida

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Reported By:
Megan Lindgren Ennis
Notary Public
State of Florida at Large
Esquire Deposition Solutions - Tampa Office
Phone - 813.221.2535, 800.838.2814
Esquire Job No. 240539

0002

1 APPEARANCES:
2 DANIEL WHITNEY, ESQUIRE
3 Shapiro, Fishman & Gache, LLP
4 4630 Woodland Corporate Boulevard, Suite 100
5 Tampa, Florida 33614
6 813.880.8888
7 On Behalf of Plaintiff

8 MARK P. STOPA, ESQUIRE
9 The Stopa Law Firm
10 2202 North West Shore Boulevard, Suite 200
11 Tampa, Florida 33607
12 813.856.4249

13 On Behalf of Defendants, Dean and Nancy Horner

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MR. WHITNEY: It's Horner.

THE COURT: which issue? which paragraph?

MR. STOPA: Well, it's very similar to the argument I just made. What I was going to do is show you the file so you can see.

THE COURT: Something says "VOID."

MR. STOPA: That's not relevant.

This is the original note.

THE COURT: what are the dates?

MR. STOPA: The endorsements were never dated. Here is the issue.

THE COURT: "This"; for the record, describe what "this" is.

MR. STOPA: This, being the original note that was filed after the suit was filed --

THE COURT: On the back page.

MR. STOPA: -- has to two endorsements on the back page. The first is "paid to the order of Erwin Mortgage" from the original mortgage holder, and then the second says "paid to the order of CitiMortgage."

THE COURT: From whom?

MR. STOPA: And undoubtedly, from Erwin Mortgage; so the original mortgage holder conveyed to Erwin, and

Erwin conveyed to CitiMortgage, with is the Plaintiff, which seems normal.

Then when you look at the complaint, and the last page of the complaint has a copy of what appears to be those same two endorsements. However, if you look closely, you notice the second endorsement on the copy attached to the complaint is blank, whereas the endorsement that is on the note has "CitiMortgage, Inc." stamped into it, a specific endorsement to CitiMortgage, Inc.

MR. WHITNEY: Your Honor, in either situation, that puts us as the holder; either specifically endorsed to the Plaintiff or blank endorsed. So the legal effect of that being stamped --

THE COURT: I'm going to tell you what concerns me for the record. The original pleading that was filed purports to be the original note that is in blank. Sometime after the pleading is filed, bingo, in comes the original note that is not in compliance with the one that is filed as an original. So maybe Citibank can explain to me and/or the person that assigned it to Cibank how they send an original that purports to the Court to be an original, which is, in fact, not when I have the original before me that has a different --

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5 entitled to enforce the note. And we have attached
6 the copy of the note which has a blank endorsement,
7 which is sufficient to withstand a motion to dismiss.

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CERTIFICATE OF REPORTER

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

I, Megan Lindgren Ennis, certify that I was authorized to and did stenographically report the hearing; and that the foregoing pages are a true and complete record of my stenographic notes taken during said hearing.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorneys or counsel connected with the action, nor am I financially interested in the action.

Dated this 16th day of December, 2011.

Megan Lindgren Ennis

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