

IN THE CIRCUIT COURT FOR ORANGE COUNTY,
FLORIDA. CIVIL DIVISION

CASE NO. 482009CA035 [REDACTED] XXXXXX

THE BANK OF NEW YORK MELLON FKA THE
BANK OF NEW YORK, AS TRUSTEE FOR THE
CERTIFICATEHOLDERS CWALT, INC.,
ALTERNATIVE LOAN TRUST 2006-OA10
MORTGAGE PASS-THROUGH CERTIFICATES
SERIES 2006-OA10,

Plaintiff,

vs.

[REDACTED]
ELECTRONIC REGISTRATION SYSTEMS, INC. AS
NOMINEE FOR COUNTRYWIDE HOME LOANS,
INC. MIN NO. 1000157-000 [REDACTED] 8, [REDACTED]

[REDACTED] TOWNHOMES CONDOMINIUM
ASSOCIATION INC.; UNKNOWN TENANT NO. 1;
UNKNOWN TENANT NO. 2; and ALL UNKNOWN
PARTIES CLAIMING INTERESTS BY, THROUGH,
UNDER OR AGAINST A NAMED DEFENDANT TO
THIS ACTION, OR HAVING OR CLAIMING TO
HAVE ANY RIGHT, TITLE OR INTEREST IN THE
PROPERTY HEREIN DESCRIBED,

Defendants.

STIPULATION AGREEMENT

COMES NOW BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P., servicer for the Plaintiff, THE BANK OF NEW YORK MELLON FKA THE BANK OF NEW YORK, AS TRUSTEE FOR THE CERTIFICATEHOLDERS CWALT, INC., ALTERNATIVE LOAN TRUST 2006-OA10 MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-OA10 ("PLAINTIFF"), and [REDACTED] ("DEFENDANTS"), whose address is [REDACTED], ORLANDO, FL, 32801 (the foregoing parties may be referred to from time to time as "the parties"), wherein the parties agree as follows:

WHEREAS, this matters is presently pending before this Court; and

WHEREAS, DEFENDANTS is the owner of certain real property and the improvement situated thereon located in Orange County, Florida, more particularly described on Attachment "1" attached hereto (the "property"); and

WHEREAS, DEFENDANTS executed a Promissory Note ("the Note") on 05/16/2006 in the principal amount of Two Hundred Sixty Six Dollars and 00/100 (\$266,000.00) Dollars payable to Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc. , and

WHEREAS, to secure payment of the Note, DEFENDANTS executed a Mortgage ("the Mortgage") dated 05/16/2006 in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Countrywide Home Loans, Inc. , which Mortgage has been duly recorded in Official Records Book 8662, Page [REDACTED] of the Public Records of Orange County, Florida; and

WHEREAS, the parties agree that by virtue of Assignments, PLAINTIFF is the owner and holder of the Note and Mortgage; and

WHEREAS, DEFENDANTS acknowledge that they are not actively enlisted in any branch of the Armed Forces of the United States or any of its allies; and

WHEREAS, the parties agree that the loan is in default as a result of DEFENDANTS failure to pay amounts due and owing thereunder; and

WHEREAS, the principal amount of \$291,222.15 plus interest, costs, late charges, escrow advances, transmittal fees, inspection fees, and attorney's fees are due PLAINTIFF pursuant to the terms of the Note and Mortgage.

WHEREAS, PLAINTIFF has agreed to forbear from pursuing its remedies, except as set forth below in accordance with the terms and conditions set forth herein.

NOW THEREFORE, in consideration of mutual covenants contained herein, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct, and are hereby acknowledged.
2. Stipulated Judgment. DEFENDANTS hereby stipulate to the entry of a Final Judgment of Foreclosure to be entered by the Court forthwith and to provide for a foreclosure sale date on the earliest date available by the Clerk of Court.
3. Waiver of Deficiency: In consideration of the DEFENDANTS stipulation of a Final Judgment of Foreclosure, Plaintiff hereby waives any claim for deficiency against DEFENDANTS.
4. Rights, Liabilities and Waiver of Defenses. Each party acknowledges that the other has asserted rights and has denied liabilities that are finally settled by this Agreement. DEFENDANTS specifically waives any and all defenses that they may have related to the Note and Mortgage. DEFENDANTS severally releases, discharges, and covenants not to sue "BAC Home Loans Servicing, L.P. f/k/a Countrywide Home Loans Servicing, L.P.", any owners of the loan, and any of their predecessors, successors, and assigns, affiliates, officers, directors, employees, subsidiaries, and parent corporations from any and all claims, causes of action, defenses, whether known or unknown which DEFENDANTS had, now have or may hereinafter acquire which relate to, or are in any way connected with the Loan or the acts or omissions of any of the related parties. Notwithstanding any other paragraph in this Agreement, this provision shall remain in full force and effect upon execution by DEFENDANTS and shall survive the agreement.
5. Construction. The parties hereto agree that the terms and language of this Agreement were the result of negotiations among the parties, and, as a result, there shall be no assumption that any ambiguities in this Agreement shall be resolved against any party. Any controversy over the construction of this Agreement shall be decided mutually in light of its conciliatory purpose without regard to the events of authorship or negotiation.
6. Representations and Warranties. The parties expressly warrant and represent to each other that they have been fully informed as to the terms, contents, conditions and affects of this Agreement and that they have executed the same freely and voluntarily and having had the opportunity to obtain advice from their own attorneys and fully understand and intend this Agreement to be a full, complete and final settlement

between each other as to all matters set forth herein. The parties warrant and represent to each other that they have executed this Agreement with the full capacity and authorization to do so. In executing this Agreement, the parties also state and represent that they understand the terms of this Agreement are contractual and not merely a recital. The parties acknowledge, understand and agree that this Agreement shall bind each party, its successors or assigns, and shall inure to the benefit of the parties released herein and their agents, servants, employees, representatives, subsidiaries, insurers, sureties, successors and assigns. Bank of New York Mellon as Trustee for CWALT 2006OA-10 (Plaintiff) warrants that it is the owner and holder of the note and is authorized to enter into this agreement. Plaintiff warrants that no other person or entity other than Plaintiff is owns the note and the no other person or entity will seek a deficiency judgment against Defendants.

7. The Effective Date of this Agreement. The Effective Date of this Agreement is the date that PLAINTIFF's legal counsel signs this Agreement.

8. Time Being of the Essence. Time shall be of the essence as to all of the provisions of this Stipulation.

9. Gender. Words of any gender used in the Agreement shall be construed to include any other gender and words in singular number shall be construed to include the plural and vice versa, unless the context requires otherwise.

10. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Execution and Counterparts. This Agreement may be executed in Counterparts each of which shall constitute an original, and all of which shall constitute one in the same instrument. A facsimile signature shall be deemed an original.

12. Governing Law. This Agreement is to be governed by the Laws of the State of Florida shall

govern.

13. Reservation of Rights. The parties hereto agree that except for what is specifically set forth in this Stipulation, PLAINTIFF has not waived any of its rights provided within the Note and Mortgage, which is subject hereto.

14. Attorneys Fees and Costs. The parties agree that in the event it becomes necessary for either party to retain counsel to enforce their rights under this Agreement, the Note and Mortgage that the prevailing party shall be entitled to recover attorneys fees and costs including and through any appellate court proceedings.

15. No Modification. This Agreement may only be modified in writing executed by the parties hereto.

16. Reservation of Jurisdiction. The Court shall reserve jurisdiction to enforce the terms of this Agreement.

17. Captions. The captions identifying the paragraphs of this Agreement are intended for reference only and shall not in any manner change, alter or modify the terms and conditions set forth within this Agreement.

Date: _____

7/15/2010

PLAINTIFF:
SMITH, HIATT & DIAZ P.A.
Attorney for Plaintiff

By: _____

Roy A. Diaz, Esq.
Florida Bar No. 767700
2691 East Oakland Park Blvd. #303
Ft. Lauderdale, Fl 33306

DEFENDANTS:
SHUSTER & SABEN, L.L.C.
Attorney for Defendants

By: _____

Richard Shuster, Esq.
Florida Bar No. 045713
540 N. Harbor City Blvd.
Melbourne, Fl 32935