## SAMPLE OF AFFIDAVIT IN SUPPORT OF MORTGAGE INDEBTEDNESS

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT

IN AND FOR HILLSBOROUGH COUNTY, IN THE STATE OF FLORIDA

## CIRCUIT CIVIL

JOHN SMITH, as Trustee of the John Smith Trust dated XX-XX-XX,

Plaintiff(s),

and CASE NO:

XXXXX XXXXX, Defendant(s) DIVISION:

## AFFIDAVIT IN PROOF OF CLAIM

## AND NON-MILITARY SERVICE

STATE OF FLORIDA

COUNTY HILLSBOROUGH

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgments, personally appeared JOHN SMITH, who, after being first duly sworn, deposes and states as follows:

1. That the statements appearing herein are based on the Affiant's personal knowledge.

2. That the Affiant is the Plaintiff in the above-styled action.

3. On , January 29, 1998, Defendant, XXXXXXX XXXXX, executed and delivered a promissory note and a balloon mortgage securing payment of the note to the Plaintiff, John Smith, Trustee. The mortgage was recorded on or about February 2, 1998, in Official Records Book 88XX, Page 16XX, of the Public Records of Hillsborough County, Florida, and mortgaged the property described in the mortgage, then owned by and in possession by Defendant, XXXX XXXX a true copy of the note and mortgage being attached as Exhibit 1.

4. Plaintiff owns and holds the note and mortgage.

5. The subject property is now owned by Defendant XXXX XXXXXX.

6. Defendant has defaulted under the note and mortgage by failing to pay the payment due on July 1, 1998, and all subsequent payments.

7. Plaintiff declares the full amount payable under the note and mortgage which includes principal and accrued but unpaid interest to be due and payable.

8. Defendant owes Plaintiff \$44,954.00 in principal, interest from June 1, 1998, all accrued but unpaid late charges, title search expense for ascertaining the necessary parties to this action, and all accrued but unpaid attorney's fees incurred by Plaintiff in the collection of the proceeds owed under the note and mortgage.

9. Plaintiff is obligated to pay its attorney a reasonable fee for his services.

10. Defendant has failed to pay the fire and hazard insurance premiums as is required by such note and mortgage.

11. All conditions precedent to this action have been met or waived.

12. This is an action to re-establish lost note and mortgage.

13. Plaintiff realleges and incorporates herein by reference the allegations contained in paragraphs 2-10 above.

14. The copy of the note and mortgage referred to above and attached to the complaint are true copies of the original.

15. The parties are the only persons who are either for or against the reestablishment of said documents.

16. The original of the above mentioned note and mortgage have been lost and/or destroyed; the manner destruction is unknown to the Plaintiff.

17. Plaintiff has not transferred, sold, hypothecated, or otherwise disposed of her interest in said note and mortgage.

FURTHER AFFIANT SAYETH NOT.

JOHN SMITH, TRUSTEE

Affiant

SWORN & SUBSCRIBED TO before me this day of 1998.

NOTARY PUBLIC