

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FT LAUDERDALE DIVISION

In Re:

AMOS DELVA

CASE NO. 11-35042-RBR
CHAPTER 7

Debtor(s)

AFFIDAVIT IN SUPPORT OF MOTION FOR RELIEF FROM STAY

STATE OF ~~Texas~~
COUNTY OF ~~Travis~~

BEFORE ME, the undersigned authority personally appeared

Lorna Morell (name), who after being duly sworn and upon oath,
deposes and says:

1. I am the Assistant Secretary (title) of ONE WEST BANK, FSB, AS SERVICER
FOR U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE LXS 2005-5N
(hereinafter "Movant").

2. I am familiar with the manner and method in which Movant maintains its books and
records in the regular course of business. These records are managed by persons whose duty it is
to keep the records accurately and completely and to record each event or item at or near the time
of the event or item so noted.

3. I have reviewed and have personal knowledge of the records related to the loan
account associated with the Note and Mortgage executed by AMOS DELVA AND CLAUDINE



DELVA, said Mortgage being secured by *certain property* described as **270 27TH ST, POMPANO BEACH, FL 33064.**

4. On August 29, 2005, AMOS DELVA, executed a Note in the principal amount of \$172,000.00 in favor of IndyMac, F.S.B., A Federally Chartered Savings Bank and gave as security, a Mortgage on real property described above. True and accurate copies of the loan documents are attached to Movant's Motion as Exhibit "A" and "B". Movant is the holder of the Note and Mortgage.

5. The account is in default due to Debtors failure to make regular installment payments when due and owing pursuant to the terms of the above described loan.

6. Debtor(s) are currently due for the monthly mortgage payment due on January 1, 2009. The principal balance owed on the debt is \$ 187,408.85 . Additionally there is interest and other charges which must be paid to satisfy the debt. As of January 6, 2012 the total indebtedness for the account is \$225,438.63.

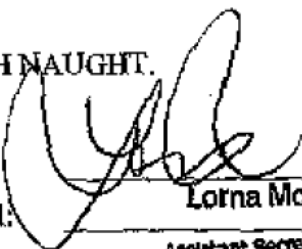
7. According to County Records the estimated value of the property is \$66,100.00. Therefore, after satisfying Movant's debt and paying closing costs, there is no equity in the property which serves as collateral.

8. Movant has retained the services of an attorney and promised to pay that attorney a reasonable fee, which reasonable fee is secured by the terms in the subject Note and Mortgage.

9. I have read the Motion for Relief from Stay. The facts contained therein and exhibits attached thereto are true and correct.

FURTHER AFFIANT SAYETH NAUGHT.

Signature:



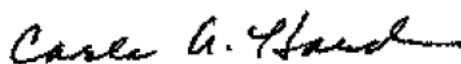
Name Typed and Printed:

Lorna Morell

Title:

Assistant Secretary

SWORN TO AND SUBSCRIBED before me this 10 day of JAN 10 2012, 2012 by Lorna Morell (name) who is personally known to me and who did take an oath.



NOTARY PUBLIC STATE OF

Notary's Name Printed: Carla A. Hardin

My Commission Expires: 7-11-2015

