

IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO. 200 OF 2016



BETWEEN:

CAYMAN NATIONAL BANK LIMITED PLAINTIFF

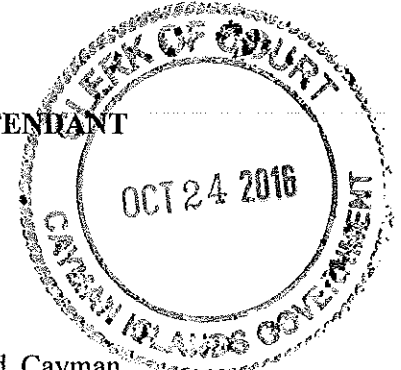
AND:

ABRAHAM FREDERICK
FIRST DEFENDANT

KENDRA EBANKS
SECOND DEFENDANT



WRIT OF SUMMONS



TO: Abraham Frederick and Kendra Ebanks of PO Box 2323, Grand Cayman, KY1-1106, Cayman Islands

THIS WRIT OF SUMMONS has been issued against you by the above-named Plaintiff in respect of the claim set out on the next page.

Within 14 days after service of this Writ on you, counting the day of service, you must either satisfy the claim or return to the Court Office, PO Box 495, George Town, Grand Cayman, the accompanying Acknowledgement of Service stating therein whether you intend to contest these proceedings.

If you fail to satisfy the claim or to return the Acknowledgement within the time stated, or if you return the Acknowledgement without stating therein an intention to contest the proceedings, the Plaintiff may proceed with the action and judgment may be entered against you forthwith without further notice.

ISSUED this 24th day of October 2016

NOTE – This Writ may not be served later than 4 calendar months beginning with the date of issue unless renewed by order of the Court.

IMPORTANT

Directions for Acknowledgement of Service are given with the accompanying form.

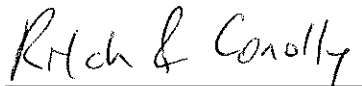
STATEMENT OF CLAIM

1. The Plaintiff is a Bank carrying on business at its branch at Elgin Avenue, PO Box 1097, George Town, Grand Cayman KY1-1102 and elsewhere, and the Defendants are and at all material times have been customers of the Plaintiff at the said branch.
2. The Defendants are currently indebted to the Plaintiff in respect of a shortfall on two mortgage facilities following the sale of the charged properties for which the facilities were provided, in the principal sum of CI\$33,913.05 and late payment fees of CI\$730.00. The Defendants are also liable in respect of interest on the principal sum in the amount of CI\$17,356.45. Interest was charged at the rates of 5% and 4.25% on the facilities respectively but subject to change at the Bank's discretion and payable in blended payments together with the principal of CI\$782 and CI\$267 respectively on a monthly basis from July 2013. The proceeds of sale of the properties were applied on 11 November 2015 leaving the shortfall set out above. The Plaintiff ceased charging interest during or before April 2016.
3. The Plaintiff has made a written demand for repayment by letter from its attorneys dated 2 May 2016 served on the Defendants on 3 May 2016 but the Defendants have failed to repay the said sum.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:

1. Payment of the principal sum of CI\$33,913.05;
2. Late payment fees of CI\$730.00;
3. Interest of CI\$17,356.45;
4. Fixed costs of CI\$500.00 together with the issue fee for these proceedings of CI\$200.00 and Process Server's costs of CI\$45.00.

Dated the 24th day of October 2016



RITCH & CONOLLY
Attorneys at Law for the Plaintiff

If, within the time limited for returning the Acknowledgement of Service the Defendant pays the amount claimed to the Plaintiff or its attorney's further proceedings will be stayed.

TO: The Clerk of the Court

AND TO: The Defendants of PO Box 2323, Grand Cayman. KY1-1106, Cayman
Islands