

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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CAUSE NO. OF 2017

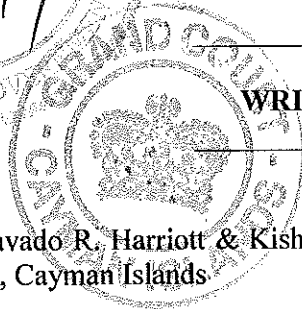
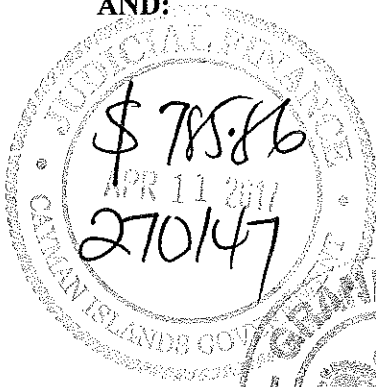
BETWEEN:

CAYMAN NATIONAL BANK LIMITED PLAINTIFF

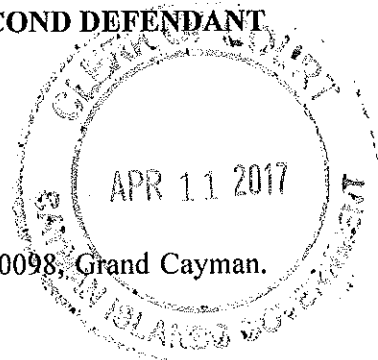
AND:

BRAVADO R. HARRIOTT
FIRST DEFENDANT

KISHNA L. EBANKS
SECOND DEFENDANT



WRIT OF SUMMONS



TO: Bravado R. Harriott & Kishna L. Ebanks of PO Box 10098, Grand Cayman.
KY1-1001, 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 11 of April 2017

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 were at all material times customers of the Plaintiff.
2. The Defendants are currently indebted to the Plaintiff in respect of a shortfall on a mortgage/loan facility/loan following the sale of the charged property in respect on which the facilities were provided. The mortgage/loan account was secured by property at Registration Section George Town South, Block 14D, Parcel 419 H44 ("the Property"). Following the sale of the Property the net proceeds of sale were applied to the mortgage facility leaving a loan account balance of CI\$47,482.66 due to the Plaintiff.
3. The principal debt currently due and owing by the Defendants to the Plaintiff is CI\$48,928.96 under the mortgage/loan account including late fees, arrears and interest.
4. The Defendants agreed to pay the balance of the account on 29th April 2016 and signed a Repayment Schedule agreeing to pay the (then) debt CI\$47,482.66 by way of installments of CI\$250.00 a month. However, since that time a total of only CI\$900.00 has been paid by the Defendants to the Plaintiff. The last installment payment was in July 2016.
5. The Plaintiff has made a written demand for repayment of the balance due to it by letter from its attorneys dated 16 March 2017 which was served on the Defendants on 20 March 2017. The Defendants have failed to repay the said sum of \$48,928.96 in accordance with the demand.

AND THE PLAINTIFF CLAIMS AGAINST THE DEFENDANTS:

1. Payment of the total sum of CI\$48,586.21;
2. Ongoing interest on the sum of CI\$48,586.21 in accordance with the Plaintiff's standard mortgage terms and conditions.
3. Costs.

Dated the 11 April 2017


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

IN THE GRAND COURT OF THE CAYMAN ISLANDS

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BETWEEN:

CAYMAN NATIONAL BANK LIMITED PLAINTIFF

AND:

**BRAVADO R. HARRIOTT
FIRST DEFENDANT**

**KISHNA L. EBANKS
SECOND DEFENDANT**

ACKNOWLEDGMENT OF SERVICE

1. State Defendant's name and address –

2. State whether the Defendant intends to contest the action.

Yes

No

3. If you do not intend to contest the action, do you want time in which to pay the claim?

Yes

No

4. If you intend to contest the action, in whole or in part, you must set out full particulars of your defence overleaf.

Service of the Writ of Summons is acknowledged accordingly.

Defendant's Signature

Dated this day of 2017

PARTICULARS OF DEFENCE

(Here set out in numbered paragraphs the grounds upon which the Defendant says that he is not liable to the Plaintiff, or is not liable for the full amount claimed)

Defendant's Signature

REMINDER - This form must be taken or send to the Court Office, PO Box 495, George Town, Grand Cayman KY1-1106 within 14 days of receipt otherwise a default judgment may be entered against