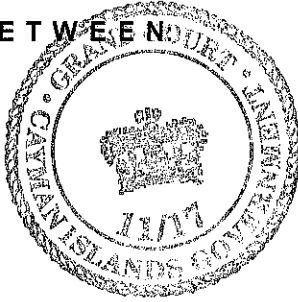


IN THE GRAND COURT OF THE CAYMAN ISLANDS

CAUSE NO: GC 140 OF 2018

B E T W E E N



BUTTERFIELD BANK (CAYMAN) LIMITED

Plaintiff

AND

(1) GEORGETTE PATRICIA SMITH

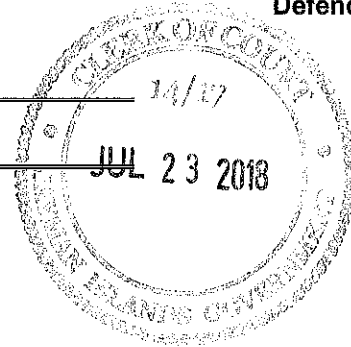
(2) TRAVONNE KIMBERLEY CHANTILOPE

Defendants

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WRIT OF SUMMONS

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TO:

Ms Georgette P. Smith and Ms. Travonne K. Chantilope  
PO Box 1839  
Grand Cayman KY1-1110  
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 the 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, Grand Cayman, KY1-1106, Cayman Islands, 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 19 day of July 2018

NOTE – This Writ may not be served later than 4 calendar months (or, if leave is required to effect service out of the jurisdiction, 6 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.

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**STATEMENT OF CLAIM**

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1. The Plaintiff is and was at all material times a Bank organised and carrying on business pursuant to the laws of the Cayman Islands. The Plaintiff's address for service is care of its attorneys, HSM Chambers, 68 For Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands.
2. The Defendants are individuals who resides in the Cayman Islands with a mailing address of PO Box 1839, Grand Cayman KY1-1110, Cayman Islands.
3. Pursuant to a commitment letter dated 10 June 2010, the Plaintiff agreed to loan to the Defendants the sum of CI\$355,500 plus interest thereon at 1% above the Bank's Prime Lending rate for Cayman Island Dollars to be repaid by way of monthly instalments of CI\$2,030 over a 25 year term ("the Loan").
4. The Loan was secured by a first legal charge registered on 15 July 2010 ("the Legal Charge") against the property known and situate as 39 Logwood Way, Registration Section Spotts, Block 25B, Parcels 117H1, 117H2, 117H3 and 117H4 ("the Property").
5. It was an express term of the Legal Charge that, inter alia, that the Defendants agreed to the following:

*"1.1 j) Repayment Terms: Payable on demand and prior to demand as follows: Repayment of the Loan is to be by way of monthly payments of combined capital and interest sufficient to repay the Loan over the agreed term of 25 (twenty five) years. Such payments are to commence within thirty days of drawdown at a rate of CI\$2,030.00 per month, based on prevailing interest rates as at the date of this offer..."*

...

*(2) The Chargor hereby covenants to pay and discharge the Secured Obligations on demand and prior to demand, in accordance with the Repayment Terms.*

...

*7.1 At any time after the Lender shall have demanded payment of the Secured Obligations or any part thereof or if requested by the Chargor the Lender may exercise*

*without further notice all the powers conferred on mortgagees by virtue of the Law as hereby varied or extended...*

*7.9 The Chargor hereby covenants with the Lender on demand to pay all costs charges and expenses incurred by the Lender or by any such receiver or which it or he shall properly incur in or about the enforcement preservation or attempted preservation of this security or of the Charged Property or any of it or in the exercise or purported exercise of any of the powers herein contained on a full indemnity basis with interest from the date of payment by the Lender or such receiver..."*

6. The Defendants failed to maintain the terms of repayment as set out in Loan. As at 11 October 2016 the Defendants were indebted to the Plaintiff in the sum of CI\$375,435.52 including arrears of CI\$73,501.89.
7. On or around 14 October 2016, the Defendants were personally served with notices pursuant to Section 64(2) and 72 of the Registered Land Law (2004 Revision) ("the Statutory Notices").
8. No payments were received to pay the sums as demanded in the Statutory Notices, or at all. The Plaintiff's right of sale arose on or around 14 January 2017.
9. The Plaintiff obtained two independent valuations and listed the Property for Sale on the CIREBA Multiple Listing System on or around 8 May 2017.
10. The Plaintiff accepted an Offer to Purchase the Property for CI\$326,000 which closed on or around 4 May 2018. After realtor's fees and other fees and expenses for which the Plaintiff was liable upon closing were paid, the Plaintiff received CI\$301,338, which was credited to the Defendants' Loan account.
11. As at the date of the closing, the outstanding balance of the Loan account was CI\$410,982.35 leaving a shortfall of CI\$109,644.35. The Defendants are indebted to the Plaintiff in the sum of CI\$109,644.35 ("the Principal Sum").
12. The Plaintiff claims the Principal Sum together with statutory interest in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 at such rate as the Court deems fit.

13. The Plaintiff is entitled to, and claims, its contractual fees and all costs of, and incidental to, the enforcement of its rights under the Loan and Legal Charge, on an indemnity basis.
14. As a result of the above, the Plaintiff is entitled to the relief claimed in this proceedings.

**AND THE PLAINTIFF CLAIMS:**

- a) C1\$109,644.35 being the Principal Sum due as at 19 July 2018;
- b) Pre- and post-judgment interest from 19 July 2018 in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 at such rate as the Court deems fit;
- c) Costs on an indemnity basis in accordance with the terms of the Credit Agreement;
- d) Such further and other relief as this Court may deem just.

HSM Chambers

**HSM Chambers**  
Attorneys for the Plaintiff

**INDORSEMENT**

The principal amount claimed in respect of the debt is CI\$109,644.35. The amount of the filing fees to commence the proceeding is CI\$200.00 along with ad valorem fees in the sum of CI\$948.22. If, within the time for returning the acknowledgement of service, the defendants pay the plaintiff or its attorneys-at-law the total amount claimed in principal, interest and the costs of issuing the Writ of Summons, further proceedings will be stayed. The money must be paid to the plaintiff or to its attorneys-at-law.

**INDORSEMENT REGARDING INTEREST**

Interest in accordance with the Judicature Law (2017 Revision) and the Judgment Debts (Rates of Interest) Rules, 2012 at such rate as the Court deems fit;

This WRIT OF SUMMONS was filed by HSM Chambers, Attorneys-at-Law for the Plaintiff whose address for service is 68 Fort Street, PO Box 31726, George Town, Grand Cayman, KY1-1207, Cayman Islands (ref: 300138.1164).

**Acknowledgment of service of writ of summons (O.12, r.3)**

**DIRECTIONS FOR ACKNOWLEDGMENT OF SERVICE  
OF WRIT OF SUMMONS**

1. The accompanying form of *Acknowledgment of Service* should be completed by an Attorney acting on behalf of each Defendant or by each Defendant if acting in person.

After completion it must be delivered or sent by post to the Law Courts, PO Box 495 GT, Grand Cayman.

2. A Defendant who states in his Acknowledgment of Service that he intends to contest the proceedings *must also serve a defence* on the Attorney for the Plaintiff (or on the Plaintiff if acting in person).

If a Statement of Claim is indorsed on the Writ (i.e. the words "Statement of Claim" appear on the top of page 2), the Defence must be served within 14 days after the time for acknowledging service of the Writ, unless in the meantime a summons for judgment is served on the Defendant.

If the Statement of Claim is not indorsed on the Writ, the Defence need not be served until 14 days after a Statement of Claim has been served on the Defendant.

If the Defendant fails to serve his defence within the appropriate time, the Plaintiff may enter judgment against him without further notice.

3. A *Stay of Execution* against the Defendant's goods may be applied for where the Defendant is unable to pay the money for which any judgment is entered. If a Defendant to an action for a debt or liquidated demand (i.e. a fixed sum) who does not intend to contest the proceedings states, in answer to Question 3 in the Acknowledgment of Service, that he intends to apply for a stay, execution will be stayed for 14 days after his Acknowledgment, but he must, within that time, *issue a Summons* for a stay of execution, supported by an affidavit of his means. The affidavit should state any offer which the Defendant desires to make for payment of the money by instalments or otherwise.

***See over for notes for guidance  
Please complete overleaf***

### Notes for Guidance

1. Each Defendant (if there are more than one) is required to complete an Acknowledgement of Service and return it to the Courts Office.
2. For the purpose of calculating the period of 14 days for acknowledging service, a writ served on the Defendant personally is treated as having been served on the day it was delivered to him.
3. Where the Defendant is sued in a name different from his own, the form must be completed by him with the addition in paragraph 1 of the words "sued as (*the name stated on the Writ of Summons*)".
4. Where the Defendant is a **FIRM** and an attorney is not instructed, the form must be completed by a **PARTNER** by name, with the addition in paragraph 1 of the description "Partner in the firm of (.....)" after his name.
5. Where the Defendant is sued as an individual **TRADING IN A NAME OTHER THAN HIS OWN**, the form must be completed by him with the addition in paragraph 1 of the description "trading as (.....)" after his name.
6. Where the Defendant is a **LIMITED COMPANY** the form must be completed by an Attorney or by someone authorised to act on behalf of the Company, but the Company can take no further step in the proceedings without an Attorney acting on its behalf.
7. Where the Defendant is a **MINOR** or a **MENTAL PATIENT**, the form must be completed by an Attorney acting for a guardian *ad litem*.
8. A Defendant acting in person may obtain help in completing the form at the Courts Office.

BETWEEN:

BUTTERFIELD BANK (CAYMAN) LIMITED

Plaintiff

AND

(1) GEORGETTE PATRICIA SMITH

(2) TRAVONNE KIMBERLEY CHANTILOPE

Defendants

**ACKNOWLEDGMENT OF SERVICE OF WRIT OF SUMMONS**

If you intend to instruct an Attorney to act for you, give him this form IMMEDIATELY.

Important. Read the accompanying directions and notes for guidance carefully before completing this form. If any information required is omitted or given wrongly, **THIS FORM MAY HAVE TO BE RETURNED.**

Delay may result in judgment being entered against a Defendant whereby he may have to pay the costs of applying to set it aside.

1. State the full name of the Defendant by whom or on whose behalf the service of the Writ is being acknowledged.

2. State whether the Defendant intends to contest the proceedings (*tick appropriate box*)  
 yes  no

3. If the claim against the Defendant is for a debt or liquidated demand, AND he does not intend to contest the proceedings, state if the Defendant intends to apply for a stay of execution against any judgment entered by the Plaintiff (*tick box*).  
 yes  no

Service of the Writ is acknowledged accordingly

(Signed).....

[Attorney] for  
[Defendant in person]  
Address for service:

*Please complete overleaf*

**Notes on address for service**

Attorney: where the Defendant is represented by an attorney, state the attorney's place of business in the Cayman Islands. A Defendant may not act by a foreign attorney.

Defendant in person: where the Defendant is acting in person, he must give his post office box number and the physical address of his residence or, if he does not reside in the Cayman Islands, he must give an address in Grand Cayman where communication for him should be sent. In the case of a limited company, "residence" means its registered or principal office.

Indorsement by plaintiff's Attorney (or by plaintiff if suing in person) of his name, address and reference, if any, in the box below.

HSM Chambers  
68 Fort Street  
PO Box 31726  
George Town  
Grand Cayman KY1-1207  
CAYMAN ISLANDS  
  
Ref: 300138.1164

Indorsement by defendant's Attorney (or by defendant if suing in person) of his name, address and reference, if any, in the box below.

[Empty box for defendant's Attorney indorsement]