

0-420766

STATE OF MICHIGAN
WAYNE COUNTY CIRCUIT COURT

STUDENT LOAN SOLUTIONS, LLC,
ASSIGNEE OF BANK OF AMERICA,
N.A.

Plaintiff,

-vs-

Case No. 21-004499-CZ

, JOINTLY &
SEVERALLY

Defendant.

PLAINTIFF'S FIRST AMENDED COMPLAINT

Plaintiff, by its attorneys, Ingber & Winters, P.C. complains:

1. That at all times hereinafter mentioned, Plaintiff, Student Loan Solutions, LLC, is a limited liability company with a place of business in the State of South Carolina.
2. Defendants reside in Plymouth, Michigan in the county of Wayne in which this action is brought;

COUNT I

3. Defendants entered into Loan Agreement #0207 with the Program Lender, Bank of America, N.A. A true and correct copy of said agreement and related Note Disclosure Statement are attached hereto as Exhibit A.
4. As contemplated at the time of Loan origination, Loan Agreement #0207 was transferred, sold, and assigned to Student Loan Solutions, LLC. True and correct copies of the Bill of Sale and Blanket Endorsement of Student Loan Promissory Notes are attached hereto as Exhibit B.
5. Defendants are in default of the Loan Agreement by failing to make payments when due, making Defendant presently liable for the full outstanding balance. After giving credit for all payments received, there remains an outstanding balance of \$11,860.61.

6. Demand for payment has been made, but the balance remains outstanding. Accordingly, Plaintiff seeks Judgment against Defendants for the unpaid balance.

COUNT II

7. Defendants entered into Loan Agreement #0208 with the Program Lender, Bank of America, N.A. A true and correct copy of said Agreement and related Note Disclosure Statement are attached hereto as Exhibit C.

8. As contemplated at the time of Loan origination, Loan Agreement #0208 was transferred, sold, and assigned to Student Loan Solutions, LLC. True and correct copies of the Bill of Sale and Blanket Endorsement of Student Loan Promissory Notes are attached hereto as Exhibit B.

9. Defendants are in default of the Loan Agreement by failing to make payments when due, making Defendant presently liable for the full outstanding balance. After giving credit for all payments received, there remains an outstanding balance of \$13,763.03.

10. Demand for payment has been made, but the balance remains outstanding. Accordingly, Plaintiff seeks Judgment against Defendants for the unpaid balance.

COUNT III

11. Defendants entered into Loan Agreement #02096 with the Program Lender, Bank of America, N.A. A true and correct copy of said agreement and related Note Disclosure Statement are attached hereto as Exhibit D.


12. As contemplated at the time of Loan origination, Loan Agreement #02096 was transferred, sold, and assigned to Student Loan Solutions, LLC. True and correct copies of the Bill of Sale and Blanket Endorsement of Student Loan Promissory Notes are attached hereto as Exhibit B.

13. Defendants are in default of the Loan Agreement by failing to make payments when due, making Defendant presently liable for the full outstanding balance. After giving credit for all payments received, there remains an outstanding balance of \$12,309.30.

14. Demand for payment has been made, but the balance remains outstanding. Accordingly, Plaintiff seeks Judgment against Defendants for the unpaid balance.

WHEREFORE, Plaintiff seeks Judgment against Defendants for the total unpaid balance of \$37,905.94, plus interest to the date of judgment, costs and attorney fees.

INGBER, & WINTERS, P.C.



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Dated: July 2, 2021