

**IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX**

SIXTEEN PLUS CORPORATION, ,

Plaintiff/Counterclaim Defendant,

v.

MANAL MOHAMMAD YOUSEF

Defendant/Counterclaim Plaintiff

CIVIL NO. SX-16-CV- 0065

**ACTION FOR
DECLARATORY JUDGMENT**

JURY TRIAL DEMANDED

PLAINTIFF'S MOTION TO CONSOLIDATE

This is a case filed by the Plaintiff, Sixteen Plus, Corporation, against Manal Yousef seeking to invalidate a mortgage recorded against the Diamond Keturah property on St. Croix, which is owned by Sixteen Plus. This case was assigned to the Honorable Harold W.L. Willocks. In response, Manal Yousef filed a counterclaim seeking foreclosure of her mortgage, filed on April 6, 2017.

On August 31, 2017, Manal Yousef filed a new case against Sixteen Plus, seeking foreclosure of the same mortgage, which was docketed as SX-17-cv-342. A copy of that Complaint is attached as **Exhibit 1**. This case was assigned to the Honorable Douglas A. Brady.

Thus, the Plaintiff hereby moves to consolidate these two cases pursuant to V.I. Civ. R. P. 42(a), which allows for consolidation of related actions. Nothing could be more related than the exact same claims raised here--foreclosure of the property and the defenses thereto. Indeed, it is unknown why Manal Yousef even filed this second action.

An identical motion for consolidation has been filed in Civ. No. SX-17cv-342. See **Exhibit 2**. A proposed order is being submitted, which is the same as the order being filed in the other case, so the Court can decide which Judge will handle both cases if they are consolidated.

Dated: December 19, 2017




Joel H. Holt, Esq. (Bar # 6)
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Counsel to Sixteen Plus Corporation

CERTIFICATE OF SERVICE

I hereby certify that *this document complies with the page or word limitation set forth in Rule 6-1(e)*, and that on this 19th day of December, 2017, I served a copy of the foregoing by hand delivery and email, as agreed by the parties,

James Hymes VI
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Counsel for Manal Yousef
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IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
DIVISION OF ST. CROIX

MANAL MOHAMMAD YOUSEF,
a/k/a MANAL MOHAMAD YOUSEF,

Plaintiff,

vs.

SIXTEEN PLUS CORPORATION,

Defendant.

CIVIL NO. SX-17-CV- 342

ACTION FOR DEBT AND
FORECLOSURE OF REAL
PROPERTY MORTGAGE

COMPLAINT

COMES NOW the plaintiff, Manal Mohamad Yousef, also known as Manal Mohammad Yousef, (hereinafter "**Yousef**"), through her undersigned attorney, James L. Hymes, III, and as and for her complaint to foreclose mortgage against the Sixteen Plus Corporation (hereinafter "**Sixteen Plus**"), respectfully shows to the Court and alleges:

1. This Court has jurisdiction over this matter pursuant to 4 V.I.C. § 76.
2. Venue is proper in this forum.
3. Yousef is a resident of Ramallah, West Bank, Palestine.
4. Sixteen Plus is a United States Virgin Islands corporation with its principal place of business in St. Croix, U.S. Virgin Islands.
5. On or about September 15, 1997, Sixteen Plus executed and delivered a Promissory Note (the "**Note**") in favor of the plaintiff Yousef in the principal sum of Four



Million Five Hundred Thousand Dollars (\$4,500,000.00) together with interest at eight percent (8%) per annum. A copy of the Note is marked as "**Exhibit A**", is attached hereto and is made a part hereof.

6. The repayment of the indebtedness under the Note is secured by a First Priority Mortgage dated the 15th day of September, 1997, in the amount of \$4,500,000.00, given by the defendant Sixteen Plus to the plaintiff Yousef which was recorded in the Office of the Recorder of Deeds for the District of St. Croix, U.S. Virgin Islands, on February 22, 1999, in Photocopy Book 679, at page 33, Document No. 768/1999. A copy of the First Priority Mortgage is marked as "**Exhibit B**", is attached hereto and made a part hereof.

7. The defendant Sixteen Plus executed a corporate acknowledgment on September 15, 1997, on both the Note and First Priority Mortgage executed by the Secretary of the defendant corporation attesting to the fact that both the note and mortgage document were properly signed by the President of the defendant corporation, Waleed Hamed, and that the First Priority Mortgage was signed and delivered by the corporation as its voluntary act. The corporate acknowledgment appears on the Note attached as Exhibit A and the First Priority Mortgage attached as Exhibit B.

8. The First Priority Mortgage covers the mortgaged premises described as those parcels and remainders of parcels, and road plots set forth and described in seventeen (17) separate listings in Exhibit A to the First Priority Mortgage, and commonly known as the Estate Diamond Keturah located in St. Croix, U.S. Virgin Islands.

9. The defendant Sixteen Plus made three (3) payments of interest only in the amount of \$360,000.00 each in 1998, 1999, and 2000, but otherwise failed to comply with the terms and conditions of the Note and First Priority Mortgage (the “**loan documents**”), and is in default under those instruments, despite demand for payment for failing to pay principal and interest when due.

10. The three (3) interest only payments made by the defendant Sixteen Plus to the plaintiff Yousef in the amount of \$1,180,000.00, is an acknowledgment by Sixteen Plus of the validity of the Note and First Priority Mortgage executed by it, and the defendant Sixteen Plus is estopped to deny its obligation to make payment in full of all of the principal and interest due by it to the plaintiff as set forth therein.

11. The plaintiff Yousef, pursuant to the terms and conditions of the loan documents, has elected to declare the entire unpaid principal sum, and all accrued interest and late charges, due and payable

12. The plaintiff Yousef is entitled to be reimbursed from defendant Sixteen Plus for the costs and fees, including reasonable attorneys' fees, for being required to institute and prosecute this action.

WHEREFORE, the plaintiff Yousef respectfully requests that the Court enter judgment:

a) declaring that defendant has defaulted on the loan documents, thereby entitling the plaintiff to exercise all of the remedies provided for in those instruments;

b) declaring the outstanding unpaid debt due under the loan documents, including principal, interest, late charges, costs incurred by plaintiff in protecting her rights in the mortgaged premises, if any, including any payments made by her with respect to the mortgaged premises during the pendency of this action and prior to the foreclosure sale thereof, together with post judgment interest on the judgment amount;

c) against defendant Sixteen Plus, awarding plaintiff Yousef all unpaid principal and interest, due and payable to plaintiff Yousef as of the date of judgment, plus interest accruing thereafter at the legal rate until judgment is satisfied;

d) enforcing and foreclosing plaintiff Yousef's first priority lien on the mortgaged premises, determining the priority of liens in ordering the mortgaged premises to be sold in satisfaction of the total indebtedness to plaintiff Yousef, and foreclosing upon any and all junior liens or encumbrances of any nature recorded after the date of the mortgage herein;

e) against defendant Sixteen Plus for any deficiency that may remain due after such sale;

f) declaring that defendant Sixteen Plus, and all persons claiming from and under it, are barred and forever foreclosed of all right, title, lien, claim, and equity of redemption in and to the mortgaged premises subject only to the statutory right of redemption, except where waived and released;

- g) granting possession of the mortgaged premises to plaintiff Yousef, or the purchaser at the foreclosure sale against defendant, or anyone holding under defendant;
- h) appointing a receiver, if one is sought by plaintiff Yousef, to manage the mortgaged premises pending resolution of this foreclosure;
- i) awarding plaintiff Yousef the costs and fees incurred by her in protecting her rights in the mortgaged premises during the pendency of this action and prior to the foreclosure sale thereof; together with post judgment interest on the judgment amount, costs and reasonable attorneys' fees and
- j) awarding plaintiff Yousef such other and further relief as the Court appears just and proper in the premises

Respectfully Submitted,

DATED: August 31, 2017.

LAW OFFICES OF JAMES L. HYMES, III, P.C.
Counsel for Plaintiff –
Manal Mohammad Yousef
a/k/a Manal Mohamad Yousef

By: 
JAMES L. HYMES, III

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IN THE SUPERIOR COURT OF THE VIRGIN ISLANDS
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MANAL MOHAMMAD YOUSEF a/k/a
MANAL MOHAMAD YOUSEF,

Plaintiff,

v.

SIXTEEN PLUS CORPORATION,

Defendant.

CIVIL NO. SX-17-CV- 342

**ACTION FOR DEBT AND
FORECLOSURE**

**COUNTERCLAIM FOR
DAMAGES**

JURY TRIAL DEMANDED

SIXTEEN PLUS CORPORATION,

Counterclaim Plaintiff,

v.

MANAL MOHAMMAD YOUSEF a/k/a
MANAL MOHAMAD YOUSEF and
FATHI YUSUF,

Counterclaim Defendants.

DEFENDANT'S MOTION FOR CONSOLIDATION

This case was filed by the Plaintiff, Manal Yousef, on August 31, 2017, seeking foreclosure of the Diamond Keturah property on St. Croix, owned by the Defendant Sixteen Plus, Corporation. The case has been assigned to the Honorable Douglas A. Brady.

However, an identical claim for foreclosure was filed by Manal Yousef as a counterclaim in another case filed against her by Sixteen Plus, who is challenging the validity of the mortgage, which case has been pending in this Court since February 12,

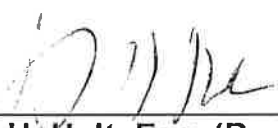


2016, as Civ. No. 16-cv-65. A copy of the counterclaim is attached as **Exhibit 1**. This case has been assigned to the Honorable Harold W.L. Willocks.

Thus, the Defendant hereby moves to consolidate these two cases pursuant to V.I. Civ. R. P. 42(a), which allows for consolidation of related actions. Nothing could be more related than the exact same claims raised here--foreclosure of the property and the defenses thereto. Indeed, it is unknown why Manal Yousef even filed this second action.

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Plaintiff/Counterclaim Defendant,

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MANAL MOHAMMAD YOUSEF

Defendant/Counterclaim Plaintiff

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MANAL MOHAMAD YOUSEF,

Plaintiff,

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JURY TRIAL DEMANDED

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MANAL MOHAMMAD YOUSEF a/k/a
MANAL MOHAMAD YOUSEF and
FATHI YUSUF,

Counterclaim Defendants.

ORDER RE CONSOLIDATION

This matter is before the Court on Plaintiff's Motion to Consolidate the above tow matters. Thus, upon consideration of the matters before the Court, it is hereby

ORDERED THAT THE MOTION FOR CONSOLIDATION IS GRANTED and this matter is hereby assigned to the Honorable Judge _____.

Dated:

Judge, Superior Court

ATTEST: ESTRELLA GEORGE

Clerk of Court

By: _____

Deputy Clerk

Dist: Joel H. Holt, James Hymes, Mark Eckard, Gregory Hodges, Stephen Herpel,
Lisa Komives