



## Summary Report

Order Number: [REDACTED]

Product Type: Current Owner Search

Borrower: [REDACTED]

Property Address: [REDACTED], Sanford, FL 32771

County: Seminole

Effective Date: 04/21/2023

### Tax Information

Comments: All Prior year taxes were paid. No Delinquent Taxes were found.

Tax Information: County Tax

Parcel Number: [REDACTED]

Tax Year: 2022

2022 taxes are paid with amount \$7,550.70, as on 11/28/2022.

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### Assessment Information

Land: \$88,000.00

Building/Improvements: \$235,725.00

Assessed Value: \$323,725.00

### Vesting

Vesting Name: [REDACTED], a married man

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### Deed Information

Deed Type: Quitclaim Deed

Grantor: [REDACTED] and [REDACTED]

Grantee: [REDACTED], a married man

Dated: 11/30/2018

Recorded: 12/11/2018

Book [REDACTED] & Page [REDACTED]

Instrument Number: [REDACTED]

Comments:

Deed Type: Special Warranty Deed

Grantor: [REDACTED] a Florida Corporation

Grantee: [REDACTED] and [REDACTED], husband and wife

Dated: 10/19/2007

Recorded: 10/31/2007

Book [REDACTED] & Page [REDACTED]

Instrument Number: [REDACTED]

Comments:



Deed Type: Special Warranty Deed

Grantor: [REDACTED], a Delaware Limited Partnership

Grantee: [REDACTED], a Florida Corporation

Dated: 03/15/2006

Recorded: 05/19/2006

Book [REDACTED] & Page [REDACTED]

Instrument Number: [REDACTED]

Comments: This deed is being rerecorded to amend the legal description. It is therefore exempt from Doc. Stamps

Deed Type: Special Warranty Deed

Grantor: [REDACTED], a Delaware Limited Partnership

Grantee: [REDACTED] a Florida Corporation

Dated: 03/15/2006

Recorded: 03/23/2006

Book [REDACTED] & Page [REDACTED]

Instrument Number: [REDACTED]

Comments:

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Legal Description: See Attached Exhibit "A"

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#### **Deed of Trust/ Mortgage Information**

Doc Type: Mortgage

Mortgagor: [REDACTED], a married man

Mortgagee: Mortgage Electronic Registration Systems, Inc., as nominee for [REDACTED].

Amount: \$227,920.00

Trustee:

Dated: 11/30/2018

Recorded: 12/11/2018

Book [REDACTED] & Page [REDACTED]

Instrument Number: [REDACTED]

Loan Number:

Maturity Date: 01/01/2049

Open Ended: No

Comments:

1. Assignment of Mortgage, recorded in Book [REDACTED] and Page [REDACTED].
2. Corporate Assignment of Mortgage, recorded in Book [REDACTED] and Page [REDACTED].

Doc Type: Mortgage

Mortgagor: [REDACTED]

Mortgagee: [REDACTED]

Amount: \$50,000.00

Trustee:

Dated: 08/27/2022

Recorded: 08/29/2022

Book [REDACTED] & Page [REDACTED]

Instrument Number: [REDACTED]

Loan Number:

Maturity Date:

Open Ended: No

Comments:



### Involuntary Liens/Judgments

Doc Type: Dissolution of Marriage

Dated:

Recorded: 01/31/2018

Plaintiff: [REDACTED]

Defendant: [REDACTED]

Amount:

Docket Number:

Case No.: [REDACTED]

Doc Type: Notice and Claim of Lien

Dated: 10/17/2019

Recorded: 11/08/2019

Plaintiff: [REDACTED]

Defendant: [REDACTED]

Amount: \$912.13

Book [REDACTED] and Page [REDACTED]

Case No.:

Comments:

1. Notice of Lis Pendens, filed on 06/28/2022, under Book [REDACTED] and [REDACTED].
- 

### Additional Information

1. Continuous Marriage Affidavit, filed on 12/11/2018, under Book [REDACTED] and Page [REDACTED].
  2. Summary Memorandum of Agreement, filed on 05/08/2019, under Book [REDACTED] and Page [REDACTED].
  3. Addendum to Financing Agreement, filed on 05/24/2019, under Book [REDACTED] and Page [REDACTED].
  4. Application to Marry, filed on 09/21/2022, under Book [REDACTED] and Page [REDACTED].
- 

### Names Searched for Judgments/Liens/Probate/Estate

[REDACTED]

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### EXHIBIT A (Legal Description)

The following described land, situate, lying and being in **Seminole County, Florida** to-wit:

Lot [REDACTED], [REDACTED], according to the Plat thereof, recorded in Plat Book [REDACTED] and Page [REDACTED], public records of Seminole County, Florida.

Property Address: [REDACTED], Sanford, FL 32771

Parcel ID: [REDACTED]



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## Property Record Card

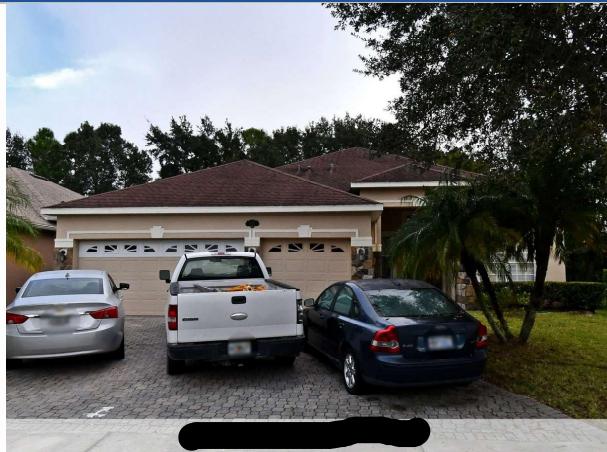


Parcel [REDACTED]  
Property Address [REDACTED]

### Parcel Location



### Site View



### Parcel Information

Parcel	[REDACTED]
Owner(s)	[REDACTED]
Property Address	[REDACTED] SANFORD, FLORIDA
Mailing	[REDACTED]
Subdivision Name	[REDACTED]
Tax District	S1-SANFORD
DOR Use Code	01-SINGLE FAMILY
Exemptions	00-HOMESTEAD(2022)
AG Classification	No

### Value Summary

	2023 Working Values	2022 Certified Values
Valuation Method	Cost/Market	Cost/Market
Number of Buildings	1	1
Depreciated Bldg Value	\$263,809	\$235,725
Depreciated EXFT Value		
Land Value (Market)	\$100,000	\$88,000
Land Value Ag		
Just/Market Value	\$363,809	\$323,725
Portability Adj		
Save Our Homes Adj	\$30,372	\$0
Amendment 1 Adj	\$0	\$0
P&G Adj	\$0	\$0
Assessed Value	\$333,437	\$323,725

### 2022 Certified Tax Summary

2022 Tax Amount without Exemptions	\$5,780.92	2022 Tax Savings with Exemptions	\$756.38
2022 Tax Bill Amount	\$5,024.54		

\* Does NOT INCLUDE Non Ad Valorem Assessments

### Legal Description

[REDACTED]



<b>Zoning</b>											
<b>Zoning</b>		<b>Zoning Description</b>		<b>Future Land Use</b>		<b>Future Land Use Description</b>					
PD		LDRSF			Planned Development						
<b>Utility Information</b>											
Fire Station	Power	Phone(Analog)	Water Provider	Sewer Provider	Garbage Pickup	Recycle	Yard Waste	Hauler			
38.00	FPL	AT&T	SANFORD	CITY OF SANFORD	NA	NA	NA	NA			
<b>Political Representation</b>											
Commissioner	US Congress	State House		State Senate		Voting Precinct					
Dist 5 - Andria Herr	Dist 7 - Cory Mills	Dist 29 - Rachel Plakon		Dist 9 - Jason Brodeur		5					
<b>School Information</b>											
Elementary School District			Middle School District			High School District					
Region 1			Sanford			Seminole					
Copyright 2023 © Seminole County Property Appraiser											

J.R. KROLL  
SEMINOLE COUNTY TAX COLLECTOR

2022 SEMINOLE COUNTY REAL ESTATE  
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX BILL NUMBER 260157

PROPERTY ID. NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS BELOW	MILLAGE CODE
[REDACTED]	0844		S1

N

[REDACTED]

[REDACTED]

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	ASSESSED VALUE	EXEMPTION (s)	TAXABLE VALUE	TAXES LEVIED
COUNTY	4.8751	323,725	50,000	273,725	1,334.44
SANFORD	7.3250	323,725	50,000	273,725	2,005.04
SCHOOL	5.4600	323,725	25,000	298,725	1,631.04
ST JOHNS WATER MANAGEMENT	0.1974	323,725	50,000	273,725	54.03

PAY ONLINE [WWW.SEMINOLECOUNTY.TAX](http://WWW.SEMINOLECOUNTY.TAX)

TOTAL MILLAGE 17.8575 TOTAL AD VALOREM TAXES \$5,024.55

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
GREEN CORRIDOR PACE DISTRICT	VARIES/BU	2727.13
TOTAL NON-AD VALOREM ASSESSMENTS		\$2,727.13

COMBINED TAXES AND ASSESSMENTS \$7,751.68 See reverse side for important information.

PAY ONLY ONE AMOUNT	BY MAY 31 0.00				
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J.R. KROLL  
SEMINOLE COUNTY TAX COLLECTOR NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

TAX BILL NUMBER 260157

PROPERTY ID. NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS ABOVE	MILLAGE CODE
[REDACTED]	0844		S1

PLEASE DETACH AND RETURN THIS ORIGINAL STUB WITH PAYMENT

N

[REDACTED]

[REDACTED]

SANFORD, FL 32771

**FOR PROCESSING PURPOSES, PLEASE DO NOT WRITE ON THIS NOTICE.  
PAY IN U.S. FUNDS TO J.R. KROLL, SEMINOLE COUNTY TAX COLLECTOR • P.O. BOX 630 • SANFORD, FL 32772-0630**

PAY ONLY ONE AMOUNT	BY MAY 31 0.00				
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YOUR BILL HAS BEEN REQUESTED BY RUSHMORE LOAN MANAGEMENT SERVICES  
PAID: \$7,550.70 ON 11/28/2022, Receipt#: 9995-084400111073-1447515209

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS

Search or pay taxes  
(/services/tax-search)

Appointments  
(/appointments)

Renew Tag  
(https://services.flhsmv.gov/VirtualOffice/)

Call  
(tel:+14076651000)

Search



Select Language

**× Hiring Event! We are seeking dedicated Customer Service Representatives to join our team!**

Click Here for More Information (<https://seminolecounty.tax/sites/default/files/2023-05/Hiring%20Event%20FAQ.pdf>)

**× We are excited to announce the Altamonte Springs Branch office is now open! The branch is located at 150 N Westmonte Dr. Altamonte Springs, FL 32714.**

(/locations/longwood)

Home (/) » Services (/services) » Search Or Pay Taxes (/services/tax-search)  
» ID [REDACTED] /services/tax-search [REDACTED]  
» 2022 Annual Bill

## Real Estate: [REDACTED]

Account: 260157 | Assessed year: 2022  
[REDACTED]

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**Total due: \$0.00**

Paid

**Gross taxes:** \$7,751.68

**Prior year delinquent:** No

**Tax bill**

[Download \(/services/tax-search/tax-bill/34-19-30-520-0000-1120/2022\)](/services/tax-search/tax-bill/34-19-30-520-0000-1120/2022)

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**Ad valorem taxes: \$5,024.55**

**Name**

COUNTY

**Millage**

4.8751

**Assessed value**

\$323,725.00

**Exempt value**

\$50,000.00

**Taxable value**

\$273,725.00

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**Name**

SANFORD

**Millage**

7.325

**Assessed value**

\$323,725.00

**Exempt value**

\$50,000.00

**Taxable value**

\$273,725.00

---

**Name**

SCHOOL

**Millage**

5.46

**Assessed value**

\$323,725.00

**Exempt value**

\$25,000.00

**Taxable value**

\$298,725.00

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**Name**

ST JOHNS WATER MANAGEMENT

**Millage**

0.1974

**Assessed value**

\$323,725.00

**Exempt value**

\$50,000.00

**Taxable value**

\$273,725.00

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**Non ad valorem taxes: \$2,727.13****Name**

GREEN CORRIDOR PACE DISTRICT

**Assessed value**

\$2,727.13

## Exemptions

**Name**

ADDITIONAL HOMESTEAD

**Amount**

\$25,000.00

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**Name**

HOMESTEAD

**Amount**

\$25,000.00

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## Payments

**Date**

11/28/2022

**Amount**

\$7,550.70

**Receipt**

9995-084400111073-1447515209

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## Account details

**Real Estate:** [REDACTED]

**Book:** [REDACTED]

**Page:** 1 [REDACTED]

[View prior tax year history \(https://payments.seminolecounty.tax/\\_asp/HistSearch.asp?DataSearch2=34193052000001120 \)](https://payments.seminolecounty.tax/_asp/HistSearch.asp?DataSearch2=34193052000001120)

**Property Type:** Real Estate

**Millage code:** S1

**Market value:** \$323,725.00

**Mailing address:**

[REDACTED]  
[REDACTED]  
[REDACTED]  
SANFORD, FL

32771

[Change mailing address ↗ \(https://coa.scpafl.org/\)](https://coa.scpafl.org/)

**Payment plan type:** One Time

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**Legal description:** [REDACTED]

## Learn more

[Calendar of Events \(/calendar-events\)](#)  
[Translation Aids/TTY Information \(/translation-aidstty-information\)](#)  
[Employment \(/employment\)](#)  
[Holidays \(/contact\)](#)  
[2022/2023 Budget \(/2021Budget\)](#)  
[Quarterly Expenses \(/media/467\)](#)

## Contact (/contact)

### Seminole County Tax Collector

P.O Box 630  
Sanford, FL 32772-0630

(407) 665-1000 (tel:+14076651000)  
[Email Contacts \(/contact\)](#)  
[Email Public Records Custodian \(mailto:public.records@seminolecounty.tax\)](mailto:public.records@seminolecounty.tax)

## Locations (/locations)

[Altamonte Springs \(/locations/altamonte-springs\)](#)  
[Casselberry \(/locations/casselberry\)](#)  
[Lake Mary \(/locations/lake-mary\)](#)  
[Oviedo \(/locations/oviedo\)](#)  
[Sanford \(/locations/sanford\)](#)  
[Self Service Tag Renewal Kiosk \(/locations/self-service-tag-renewal-kiosk\)](#)  
[Winter Springs \(/locations/winter-springs\)](#)



**J.R. KROLL**  
**SEMINOLE COUNTY TAX COLLECTOR**

[Privacy and Terms of Use \(/privacy-policy-terms-use\)](#)  
[Disclaimer \(/disclaimer\)](#)

**J.R. KROLL**  
SEMINOLE COUNTY TAX COLLECTOR

**2021 SEMINOLE COUNTY REAL ESTATE TAX B  
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

TAX BILL NUMBER 260157

PROPERTY ID. NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS BELOW	MILLAGE CODE
[REDACTED]	0926	APPLICABLE VALUES AND EXEMPTIONS BELOW	S1

z

SANFORD, FL 32771

**AD VALOREM TAXES**

TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	ASSESSED VALUE	EXEMPTION (S)	TAXABLE VALUE	TAXES LEVIED
COUNTY	4.8751	263,060	0	263,060	1,282.44
SANFORD	7.3250	263,060	0	263,060	1,926.91
SCHOOL	5.8250	263,060	0	263,060	1,532.32
ST JOHNS WATER MANAGEMENT	0.2189	263,060	0	263,060	57.58

PAY ONLINE [WWW.SEMINOLECOUNTY.TAX](http://WWW.SEMINOLECOUNTY.TAX)

**TOTAL MILLAGE** 18.2440      **TOTAL AD VALOREM TAXES** \$4,799.25

#### **NON-AD VALOREM ASSESSMENTS**

LEVYING AUTHORITY	RATE	AMOUNT
GREEN CORRIDOR PACE DISTRICT	VARIES/BU	2727.13

#### **TOTAL NON-AD VALOREM ASSESSMENTS**

\$2,727.13

## **COMBINED TAXES AND ASSESSMENTS**

**\$7,526.38** See reverse side for important information.

**J.R. KROLL**  
SEMINOLE COUNTY TAX COLLECTOR

2021 SEMINOLE COUNTY REAL ESTATE TAX B  
**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

TAX BILL NUMBER 260157

PROPERTY ID. NUMBER	ESCROW CD	MILLAGE CODE
[REDACTED]	0926	APPLICABLE VALUES AND EXEMPTIONS ABOVE S1

PLEASE DETACH AND RETURN THIS ORIGINAL STUB WITH PAYMENT

7

SANFORD, FL 32771

**FOR PROCESSING PURPOSES, PLEASE DO NOT WRITE ON THIS NOTICE.**  
PAY IN U.S. FUNDS TO J.R. KROLL, SEMINOLE COUNTY TAX COLLECTOR • P.O. BOX 630 • SANFORD, FL 32772-0630

PAY ONLY ONE AMOUNT	BY MAY 31 0.00				
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100 0 0000160554 300  
PAID: \$7,334.41 ON 11/30/2021. Receipt#: 9704-IC0003039750-3039750

**PLEASE RETAIN THIS PORTION FOR YOUR RECORDS**

2020 SEMINOLE COUNTY REAL ESTATE  
SEMINOLE COUNTY TAX COLLECTOR NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS TAX BILL NUMBER **016112**

PROPERTY I.D. NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS BELOW	MILLAGE CODE
[REDACTED]	0751		S1

N



76  
7.32465

SANFORD FL 32771-7787



AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE (DOLLARS PER \$1,000 OF TAXABLE VALUE)	ASSESSED VALUE	EXEMPTION (S)	TAXABLE VALUE	TAXES LEVIED
COUNTY	4.8751	253,303	0	253,303	1,234.88
SCHOOL	5.9340	253,303	0	253,303	1,503.10
CITY SANFORD	7.3250	253,303	0	253,303	1,855.44
ST JOHNS WATER MANAGEMENT	0.2287	253,303	0	253,303	57.93

**PAY ONLINE WWW.SEMINOLECOUNTY.TAX**

TOTAL MILLAGE	18.3628	TOTAL AD VALOREM TAXES	\$4,651.35
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**PLEASE RETAIN THIS PORTION FOR YOUR RECORDS**

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
GREEN CORRIDOR PACE	VARIES/PARCEL	2,727.13
		<b>\$2,727.13</b>
<b>COMBINED TAXES AND ASSESSMENTS</b>		<b>\$7,378.48</b>
		See reverse side for important information.
<b>PAY ONLY ONE AMOUNT</b>	BY NOV 30 7,192.43	BY DEC 31 7,238.94
		BY JAN 31 7,285.45
		BY FEB 28 7,331.97
		BY MAR 31 7,378.48

2020 SEMINOLE COUNTY REAL ESTATE			TAX BILL NUMBER <b>016112</b>		
SEMINOLE COUNTY TAX COLLECTOR NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS					
PROPERTY I.D. NUMBER	ESCROW CD	APPLICABLE VALUES AND EXEMPTIONS ABOVE	MILLAGE CODE		
[REDACTED]	0751		S1		

**PLEASE DETACH AND RETURN THIS ORIGINAL STUB WITH PAYMENT**

N

[REDACTED]  
SANFORD FL 32771-7787  
**FOR PROCESSING PURPOSES, PLEASE DO NOT WRITE ON THIS NOTICE.  
PAY IN U.S. FUNDS TO SEMINOLE COUNTY TAX COLLECTOR • P.O. BOX 630 • SANFORD, FL 32772-0630**

<b>PAY ONLY ONE AMOUNT</b>	BY NOV 30 7,192.43	BY DEC 31 7,238.94	BY JAN 31 7,285.45	BY FEB 28 7,331.97	BY MAR 31 7,378.48
----------------------------	-----------------------	-----------------------	-----------------------	-----------------------	-----------------------

YOUR BILL HAS BEEN REQUESTED BY LOAN CARE

REC FEE \$27.00

**Prepared By:**Katie Luizzi  
Timios, Inc.  
5716 Corsa Ave., Suite 102  
Westlake Village, CA 91362  
Phone: (877) 884-6467

**After Recording Return To:**

SANFORD, FL 32771

**AS A NECESSARY INCIDENT TO THE FULFILLMENT OF CONDITIONS  
CONTAINED IN A TITLE INSURANCE COMMITMENT ISSUED BY IT.**

**PROPERTY APPRAISERS PARCEL IDENTIFICATION:  
FILE NO. [REDACTED]**

**QUITCLAIM DEED**

**THIS INDENTURE**, Made this 30 day of NOVEMBER, 2018,

by and between [REDACTED], of the County of SEMINOLE, in  
the State of Florida, hereinafter collectively referred to as Seller , and [REDACTED] MARRIED  
MAN of the County of SEMINOLE, in the State of Florida, hereinafter collectively referred to as Buyer ,

**WITNESSETH:** That Seller, for and in consideration of the sum of \$10.00 Dollars, and other valuable  
considerations, lawful money of the United States of America, to Seller in hand paid by the Buyer, the  
receipt whereof is hereby acknowledged, has remised, released and quitclaimed to the Buyer, Buyer's heirs  
and assigns forever, all the rights, title, interest and claim of the Seller in and to the following described  
land in SEMINOLE County, Florida, to-wit:

**To Have and to Hold**, the above described premises, with the appurtenances, unto Buyer, Buyer's heirs  
and assigns forever.

**IN WITNESS WHEREOF**, Seller has executed this deed under seal on the date aforesaid.

Signed, Sealed and Delivered in Our Presence:

[REDACTED] (Seal)

[REDACTED] (Seal)

Witness Signature [REDACTED] \_\_\_\_\_ (Seal)

Witness Printed Name [REDACTED] \_\_\_\_\_ (Seal)

Witness Signature [REDACTED] \_\_\_\_\_ (Seal)

Witness Printed Name \_\_\_\_\_

Witness Signature \_\_\_\_\_ (Seal)

Witness Printed Name \_\_\_\_\_

Witness Signature \_\_\_\_\_ (Seal)

Witness Printed Name \_\_\_\_\_

STATE OF Florida  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 30 day of November, 2018  
by: \_\_\_\_\_ who is/are personally known to me or who  
has/have produced driver license(s) as identification.

*Gerardo Martinez*  
Notary Public  
Printed Name: GERARDO MARTINEZ  
Serial Number:  
My Commission expires: 8/18/2020



GERARDO MARTINEZ  
MY COMMISSION # GG 016831  
EXPIRES: August 18, 2020  
Bonded Thru Budget Notary Services

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

File No: 08-01666790

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE SEMINOLE COUNTY, FLORIDA, TO-WIT:

LOT [REDACTED] PLACE [REDACTED] ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK [REDACTED] PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

APN: [REDACTED]

BEING THE SAME PROPERTY CONVEYED TO [REDACTED] FLORIDA CORPORATION HUSBAND AND WIFE BY DEED FROM [REDACTED] RECORDED 10/31/2007 IN DEED BOOK [REDACTED] PAGE [REDACTED] IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY

RECORDED 10/31/2007 08:59:56 AM  
DEED DUC TAX 2,039.80  
RECORDING FEES 18.50  
RECORDED BY L McKinley

Return to:  
Stacie Renister

(P) 100 Colonial Center Parkway, Suite 120  
Lake Mary, FL 32746

Prepared by:

100 Colonial Center Parkway, Suite 120  
Lake Mary, FL 32746

File Number: [REDACTED]

(Space Above This Line For Recording Data)

## Special Warranty Deed

This Special Warranty Deed made this 19th day of October, 2007, between [REDACTED]  
corporation whose post office address is 11315 Corporate Blvd., Suite 250, Orlando, FL 32817, grantor, and  
[REDACTED] whose post office address is [REDACTED]  
32771, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Seminole County, Florida, to-wit:

[REDACTED] according to the plat thereof, recorded in Plat Book [REDACTED] page [REDACTED] Public  
Records of Seminole County, Florida.

Parcel Identification Number: [REDACTED]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

Conveyance subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the Plat or otherwise common to the subdivision; public utility easements of record; taxes for the year of closing and subsequent years; and restrictions, limitations, liens and fees.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

*Special Warranty Deed - Page 1*

Signed, sealed and delivered in our presence:

Witness Name: [REDACTED]

[REDACTED]  
By William Colby Franks VP of East Region

Witness Name: [REDACTED]

State of Florida  
County of Orange

The foregoing instrument was acknowledged before me this 19 day of October, 2007 by  
CORPORATION, on behalf of the Corporation, the (✓) is personally known to me or ( ) has produced  
as identification.

[REDACTED]  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



*return to kona*  
UNIVERSAL LAND TITLE, INC.  
1555 Palm Beach Lakes Blvd.  
Suite 500  
West Palm Beach, FL 33401

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

4000 Hollywood Blvd., Suite 500N  
Hollywood, Florida 33021  
Attn.: John Kraynick

RECORDED 03/23/2006 09:27:56 AM  
(4pgs) REC'D 05/19/2006 09:27:56 AM  
Book [REDACTED] /Page [REDACTED]

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK [REDACTED] Pgs [REDACTED] (4pgs)  
CLERK'S # [REDACTED]  
RECORDED 03/23/2006 02:51:57 PM  
DEED DOC TAX 7,544.60  
RECORDING FEES 35.50  
RECORDED BY J Eckenroth

*38023-03*

Space Above This Line Reserved for Recorder's Use

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made and executed this 15 day of March 2006, by [REDACTED] Delaware Limited Partnership, formerly known as [REDACTED] whose address is 2020 Main Street, Suite 1150, Irvine, California 92614, hereinafter called "Grantor", to [REDACTED] a Florida corporation, whose address is 11315 Corporate Blvd., Suite 250, Orlando, Florida 32817, hereinafter called "Grantee";

**WITNESSETH:**

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Seminole County, Florida as shown and more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto of Grantor belonging or in anyway appertaining to the Property, subject to the permitted encumbrances identified on Exhibit B attached hereto and incorporated herein (the "Permitted Encumbrances"), with this reference not serving to re-impose any of said Permitted Encumbrances.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

[SIGNATURE PAGE FOLLOWS.]

\*\*\*THIS DEED IS BEING RERECDDED TO AMEND THE LEGAL DESCRIPTION. IT IS THEREFORE EXEMPT FROM DOC. STAMPS.\*\*\*

MARYANNE MORSE, CLERK OF CIRCUIT COURT SEMINOLE COUNTY, FLORIDA,  
REC FEES 35.50 DEED DOC 0.76, REC'D BY L. KAYNICK,

**IN WITNESS WHEREOF** Grantor has caused this Special Warranty Deed in favor of Grantee to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day, month and year first above written.

I [REDACTED] Delaware limited partnership

By: [REDACTED] a Delaware limited liability company, its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_ Vice President

Signed, sealed and delivered  
in the presence of:

Sign: [REDACTED]  
Print: [REDACTED]

Sign: [REDACTED]  
Print: [REDACTED]

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF ORANGE )

On March 15, 2006, before me, [REDACTED] Notary Public, personally appeared [REDACTED], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Keri Mae Dionizio*  
Notary Public



EXHIBIT A

Lots 86 through [REDACTED] in [REDACTED], Kays Landing Phase 1,  
according to the Plat thereof, recorded in Plat Book [REDACTED] Page [REDACTED] in the Public Records of  
Seminole County, Florida.

**EXHIBIT "A"**

Lots [REDACTED] according to the plat thereof, recorded in Plat Book [REDACTED] Page [REDACTED] in the Public Records of  
Seminole County, Florida.

EXHIBIT "B"

TO DEED

PERMITTED ENCUMBRANCES

All general and special real property taxes and other assessments (including all subsequent assessments for prior years due to changes in the use or ownership, or both), reservations in patents, water rights, claims or titles to water and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, any matter shown on the plat map referenced above, any matter arising in connection with any action of Grantee or its employees, contractors, agents, or representatives, any other matter not caused by the act or authorization of Grantor, and any matter that would be disclosed by an inspection or accurate ALTA/ACSM survey of the Property; and

The covenants, conditions and restrictions described in this paragraph. Grantee has granted to Grantor an option to repurchase the Property in accordance with the terms and conditions of Section 21.4 of that certain Option Agreement (the "Agreement") between Grantor and Grantee dated April 16, 2004. The terms and conditions for the exercise of the foregoing option rights are set forth in the Agreement, a copy of which is in the possession of Grantor and Grantee. Until terminated, the repurchase option is a continuing right, and therefore, except as provided below, any person or entity acquiring any interest in the Property shall acquire that interest subject to Grantor's repurchase option. For purposes hereof, the current address for Grantor is [REDACTED] [REDACTED] Main Street, Suite 1150, Irvine, California 92614, Attn: Geoffrey Fearn, and the current address for Grantee is [REDACTED] 4000 Hollywood Blvd., Suite 500N, Hollywood, Florida 33021, Attn: John Kraynick.

*return to [redacted]*  
UNIVERSAL LAND TITLE, INC.  
1555 Palm Beach Lakes Blvd.  
Suite 500  
West Palm Beach, FL 33401

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

*Prep by*  
[redacted] 4000 Hollywood Blvd., Suite 500N  
Hollywood, Florida 33021  
Attn.: John Kraynick

*38023-03*

MARYANNE MORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK [redacted]  
CLERK'S # [redacted]  
RECORDED 03/23/2006 02:51:57 PM  
DEED DOC TAX 7,544.60  
RECORDING FEES 35.50  
RECORDED BY J Eckenroth

Space Above This Line Reserved for Recorder's Use

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made and executed this 15 day of March 2006, by [redacted], a Delaware Limited Partnership, formerly known as [redacted] whose address is 2020 Main Street, Suite 1150, Irvine, California 92614, hereinafter called "Grantor", to [redacted] Florida corporation, whose address is 11315 Corporate Blvd., Suite 250, Orlando, Florida 32817, hereinafter called "Grantee";

**WITNESSETH:**

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Seminole County, Florida as shown and more particularly described on Exhibit A attached hereto and incorporated herein (the "Property").

TOGETHER with all the tenements, hereditaments and appurtenances thereto of Grantor belonging or in anyway appertaining to the Property, subject to the permitted encumbrances identified on Exhibit B attached hereto and incorporated herein (the "Permitted Encumbrances"), with this reference not serving to re-impose any of said Permitted Encumbrances.

**TO HAVE AND TO HOLD**, the same in fee simple forever.

[SIGNATURE PAGE FOLLOWS.]

**IN WITNESS WHEREOF** Grantor has caused this Special Warranty Deed in favor of Grantee to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers hereunto duly authorized, the day, month and year first above written.

[REDACTED] a Delaware limited partnership

By: [REDACTED] Delaware limited liability company, its General Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_ Vice President

Signed, sealed and delivered  
in the presence of:

Sign: [REDACTED]  
Print: [REDACTED]

Sign: [REDACTED]  
Print: [REDACTED]

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF ORANGE )

On March 15, 2006, before me, [REDACTED] Notary Public, personally appeared [REDACTED], personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Keri Mae Dionizio*  
Notary Public



**EXHIBIT A**

Lots [REDACTED] according to the Plat thereof, recorded in Plat Book [REDACTED], page [REDACTED] of the Public Records of Seminole County, Florida.

EXHIBIT "B"

TO DEED

PERMITTED ENCUMBRANCES

All general and special real property taxes and other assessments (including all subsequent assessments for prior years due to changes in the use or ownership, or both), reservations in patents, water rights, claims or titles to water and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, any matter shown on the plat map referenced above, any matter arising in connection with any action of Grantee or its employees, contractors, agents, or representatives, any other matter not caused by the act or authorization of Grantor, and any matter that would be disclosed by an inspection or accurate ALTA/ACSM survey of the Property; and

The covenants, conditions and restrictions described in this paragraph. Grantee has granted to Grantor an option to repurchase the Property in accordance with the terms and conditions of Section 21.4 of that certain Option Agreement (the "Agreement") between Grantor and Grantee dated April 16, 2004. The terms and conditions for the exercise of the foregoing option rights are set forth in the Agreement, a copy of which is in the possession of Grantor and Grantee. Until terminated, the repurchase option is a continuing right, and therefore, except as provided below, any person or entity acquiring any interest in the Property shall acquire that interest subject to Grantor's repurchase option. For purposes hereof, the current address for Grantor is [REDACTED] 2020 Main Street, Suite 1150, Irvine, California 92614, Attn: Geoffrey Fearn, and the current address for Grantee is [REDACTED] 4000 Hollywood Blvd., Suite 500N, Hollywood, Florida 33021, Attn: John Kraynick.

[When recorded, return to:]

Attn: Final Docs  
123 E. Grand River Ave.  
Williamston, MI 48895

This document was prepared by:

123 E. Grand River Ave.  
Williamston, MI 48895  
616-803-5961

Title Order No.: [REDACTED]  
Escrow No.: [REDACTED]  
LOAN #: [REDACTED]

[Space Above This Line for Recording Data]

**MORTGAGE**

FHA Case No. [REDACTED]

MIN: [REDACTED]

MERS PHONE #: 1-888-679-6377

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated November 30, 2018, together with all Riders to this document.

(B) "Borrower" is [REDACTED]

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is [REDACTED]

Lender is a Michigan Corporation,  
under the laws of Michigan.

organized and existing

Lender's address is 123 E. Grand River Ave., Williamston, MI 48895

(E) "Note" means the promissory note signed by Borrower and dated November 30, 2018. The Note states that Borrower owes Lender **TWO HUNDRED TWENTY SEVEN THOUSAND NINE HUNDRED TWENTY AND NO/100\*\*\* Dollars (U.S. [REDACTED])** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than [REDACTED].

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider    Condominium Rider    Planned Unit Development Rider  
 Other(s) (specify) [REDACTED]

LOAN # [REDACTED]

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the County of Seminole

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A".  
APN [REDACTED]

which currently has the address of [REDACTED]

[Street] [City]

Florida 32771

(\*Property Address):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

LOAN # [REDACTED]

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

LOAN # [REDACTED]

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 24 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property

LOAN # [REDACTED]

in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing

**LOAN** [REDACTED]

"Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

**13. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**14. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**15. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**16. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests

LOAN # [REDACTED]

transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note, this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

**20. Borrower Not Third-Party Beneficiary to Contract of Insurance.** Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**22. Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

LOAN [REDACTED]

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
  - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
- (b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
  - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) **Mortgage Not Insured.** Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

23. **Assignment of Rents.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Section 23.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

24. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 24, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Section 22, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Section 24 or applicable law.

25. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

26. **Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

27. **Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

LOAN [REDACTED]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

[REDACTED]

Printed Name [REDACTED]

Printed Name [REDACTED]

[REDACTED]

11/30/18 (Seal)

DATE

State of Florida

County of St. Lucie

The foregoing instrument was acknowledged before me this 30 day of November, 2018 by ANDRE COLLINS, who is/are personally known to me or who has/have produced Driver's License as identification.

[REDACTED]  
Signature [REDACTED]

Printed Name [REDACTED]

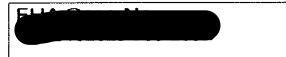
NOTARY PUBLIC  
Title or Rank [REDACTED]

Serial Number (if any) [REDACTED]



GERARDO MARTINEZ  
MY COMMISSION # GG 016831  
EXPIRES: August 18, 2020  
Bonded Thru Budget Notary Services

NMLS ID: 4181  
Loan Originator: Christopher Michael Piatchek  
NMLS ID: 293456



## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of November, 2018, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to [REDACTED]

("Lender") of the same date and covering the Property described in the Security Instrument and Note.

The Property Address is a part of a planned unit development ("PUD") known as [REDACTED]

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the homeowners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then:
  - (i) Lender waives the provision in Paragraph 3 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and
  - (ii) Borrower's obligation under Paragraph 5 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.
- C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

LOAN # [REDACTED]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions  
contained in this PUD Rider.

11/30/18 (Seal)  
DATE

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

File No: 08-01666790

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE SEMINOLE COUNTY, FLORIDA, TO-WIT:

LOT [REDACTED] ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK [REDACTED] PAGE [REDACTED] PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

APN: [REDACTED]

BEING THE SAME PROPERTY CONVEYED TO [REDACTED] HUSBAND AND WIFE BY DEED FROM [REDACTED] RECORDED 10/31/2007 IN DEED BOOK [REDACTED] PAGE [REDACTED] IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

RECORDING REQUESTED AND PREPARED BY:

Lateef Smith  
20 Lake Center Drive  
Marlton NJ 08053  
(855) 690-5900

AND WHEN RECORDED MAIL TO:

Assignment of Mortgage Department  
20 Lake Center Drive  
Marlton, NJ 08053  
Loan # [REDACTED]  
MIN: [REDACTED]  
MERS Phone #: [REDACTED]

---

ASSIGNMENT OF MORTGAGE

For good and valuable consideration, the sufficiency of which is hereby acknowledged, **Mortgage Electronic Registration Systems, Inc., solely as nominee for [REDACTED] its successors and assigns, P.O. Box 2026 Flint, MI 48501-2026 (888) 679-6377**, by these presents does convey, assign, transfer and set over to: **[REDACTED] 907 Pleasant Valley Ave Ste 3, Mount Laurel, NJ 08054**, the described Mortgage, with all interest, all liens, and any rights due or to become due thereon. Said Mortgage for \$227920.00 is recorded in the State of **FLORIDA**, County of **Seminole** Official Records, dated **11/30/2018** and recorded on **12/11/2018**, as Instrument No. [REDACTED] in Book No. [REDACTED] at Page No. [REDACTED]

Original Mortagor:

Original Mortgagee: **Mortgage Electronic Registration Systems, Inc., solely as nominee for [REDACTED], its successors and assigns**  
Property Address: [REDACTED]

Date: **10/17/2019**

**Mortgage Electronic Registration Systems, Inc., solely as nominee for [REDACTED] its successors and assigns**

Name: [REDACTED]  
Title: Assistant Secretary

STATE OF NJ  
COUNTY OF BURLINGTON } s.s.

On **10/17/2019**, before me, **[REDACTED]** Notary Public, personally appeared **[REDACTED] Assistant Secretary of Mortgage Electronic Registration Systems, Inc., solely as nominee for [REDACTED] its successors and assigns**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she/he/they executed the same in her/his/their authorized capacity(ies), and that by her/his/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.



\_\_\_\_\_  
Notary Public: **Patricia  
Orzechowski**

My Commission Expires: **07/20/2023**

**PATRICIA ORZECHOWSKI**  
NOTARY PUBLIC OF NEW JERSEY  
Comm. # 50086593  
My Commission Expires 7/20/2023

Prepared By: **Lateef Smith**

Recording Requested By ██████████

When Recorded Return To:

James Minshall

██████████  
20 Lake Center Drive  
Marlton, NJ 08053



**CORPORATE ASSIGNMENT OF MORTGAGE**

Seminole, Florida

██████████ Date of Assignment: June 13th, 2022

Assignor: ██████████ Agent Valley Ave., Suite 300, Mt. Laurel, NJ 08054  
Assignee: ██████████ Individual capacity but solely as legal title trustee for ██████████  
Series 2021-12, CUSIP: 03711P102, File No. 12-114 E. Stetson Dr., Ste 250, Scottsdale, AZ 85251  
Executed By: ██████████ To: Mortgage Electronic Registration Systems, Inc., as  
mortgage, as nominee for ██████████ its successors and assigns  
Dated: 11-30-2018 Recorded: 12-11-2018 as Instrument No. ██████████ Page/Folio: 1  
the County of Seminole, State of Florida.

Property Address ██████████

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$227,920.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

██████████ On June 13th, 2022

By: ██████████  
James Minshall, Sr. Lien Release Coordinator

STATE OF New Jersey  
COUNTY OF Burlington

On June 13th, 2022, before me, Brenda Rostrom, a Notary Public in and for Burlington in the State of New Jersey, personally appeared James Minshall, Sr. Lien Release Coordinator of Freedom Mortgage Corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Brenda Rostrom  
Brenda Rostrom  
Notary Expires: 1/29/2027 #2283515



Prepared By: Anagandi Vanitha (in), Freedom Mortgage Corporation 20 Lake Center Drive Marlton, NJ, 08053 (855) 690-5900

All personally identifiable information was  
redacted prior to recording.



&  
1910 Orient Road • Tampa, Florida 33619  
(813) 623-5042 • Fax (813) 623-5939

## MORTGAGE DEED

THIS IS A Contingency MORTGAGE.  
EXECUTED THIS 27<sup>th</sup> day of Aug, 2022 by

hereinafter called the Mortgagor,

1910 Orient Road, Tampa, Florida 33619, hereinafter called the Mortgagee:

**Witnesseth:** That for good and valuable considerations, and also in consideration of the aggregate sum named in the Promissory Note of even date here-with, hereinafter described the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and conforms unto the Mortgagee is now seized and in possession, situate in Seminole County, in the State of Florida viz:

This space reserved for use by Clerk of the Circuit Court

This Mortgage Deed is accepted as collateral for Bond No. [REDACTED] posted in behalf of Florence in the Circuit Court court of Orange County, and shall be returned when all obligations arising from this undertaking have been satisfied with no loss to the Mortgagee.

Additionally, the undersigned Mortgagor does hereby fully warrant the title to the said land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if said Mortgagor heirs, legal representatives or assigns, shall pay into the said Mortgagee, legal representatives or assigns, a certain Promissory Note, a copy of which is attached hereto, and shall pay all sums payable thereunder, and perform, comply with and abide by each and every stipulation, agreement, condition and covenant of said Promissory Note and of this Mortgage. Also, said Mortgagor shall pay all taxes, Insurance premiums reasonably required, all cost and expenses, including reasonable attorney's fees, which said Mortgagee may incur in collecting money secured by this Mortgage or in enforcing this Mortgage by suit or otherwise, then this Mortgage and the estate hereby created shall cease and be null and void.

If any sum of money herein referred to be not promptly paid within ten (10) days next after same become due, or if each and every agreement, stipulation, condition and covenant of said Note and this Mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said Note, and this Mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the Mortgagee become due and payable. Anything in said Note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights on options under said Note or this Mortgage accrued or thereafter accruing.

Signed, sealed and delivered in the presence of:

Jean W.

Mortgagor  
Address  
City State Zip D.L. #  
Mortgagor  
Address  
State Zip D.L. #

Before me the undersigned authority personally appeared [REDACTED], who upon being duly sworn, deposes and states that He are the person(s) who executed the foregoing instrument and He acknowledge before me that He executed the same.

Witness my hand and official seal in the county and state of foresaid, this 27<sup>th</sup> day of Aug, 2022.

Alicia  
NOTARY PUBLIC  
My Commission GG 266711  
Expires 10/14/2022

Bond No. [REDACTED] \$ 50,000.00 Sanford, Florida, 8-27, 2022.

For value received, [REDACTED] promises to pay to the order of [REDACTED] Dollars, at 1910 Orient Road, Tampa, FL 33619, if and only if the following stated contingency occurs: defendant in Case No. [REDACTED] in the Court of Seminole County, in the state of Florida, be mortgagee, or upon payment of any expenses incurred by the mortgagor to produce the defendant before the appropriate court or courts of competent jurisdiction in the above cause, with interest thereon at the rate of 12%, percent, per annum, from the occurrence of the above stated protest; and in case suit shall be brought for the collection hereof, or the same has to be collected upon demand of an attorney, to pay reasonable attorney's fees and assessable costs, for making such collection.

Deferred interest payments to bear interest from maturity at 12% percent per annum, payable semi-annually. It is further agreed and specifically understood between the parties to this Note that there is presently no outstanding loan or debt represented by this Promissory Note, and that this Note is given only to secure future advances up to and including 50,000.00 Dollars and interest. It is further agreed and specifically understood that this Note shall become null and void in the event said defendant [REDACTED] shall appear in the proper court at all the time or times so directed by the Judge or Judges of competent jurisdiction under the appearance bond or bonds posted on behalf of the defendant have been fulfilled and the surety discharged of all liability thereunder in writing, or otherwise to remain in full force and effect.

Date: 8-27, 2022

X [Signature] (Seal)  
X [Signature] (Seal)  
Prepared by: [Signature]



### Case Details - Summary

**Case Number:** [REDACTED]  
**View Status:** PUBLIC  
**Case Style:** [REDACTED]  
**Collins**  
**Case Type:** 02D - DISSOLUTION OF MARRIAGE  
**Case Status:** CLOSED  
**Division:** FAMILY  
**UCN:** [REDACTED]  
**Judge:** MICHAEL J. RUDISILL  
**Jury Trial:** NO  
**File Date:** 01/31/2018  
**Disposition Date:** 05/07/2019  
**Dispo Desc:** DISPOSED BY JUDGE  
**Dispo Reason:** [REDACTED]

### Case Parties

PARTY NAME	TYPE
[REDACTED]	RESPONDENT (PRIMARY)
[REDACTED]	PETITIONER (PRIMARY)
[REDACTED]	PETITIONER

### Dockets

Docket Code:

[Filter](#)

[Clear Filter](#)

#### Documents Not Viewable per Statute(s)

<u>DATE</u>	<u>NUMBER</u>	<u>DOCKET CODE</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
05/07/2019	30	FJGM	FINAL JUDGMENT / JUDGE RUDISILL 5/7/2019 Instrument [REDACTED]	1

04/23/2019	29	RPRT	REPORT & RECOMMENDATION FOR FINAL JUDGMENT / GEN MAGISTRATE NARDI 4/22/19	2
03/26/2019	28	ORDR	ORDER OF REFERRAL TO GEN MAGISTRATE LANGLOIS 4/22/19 @ 3 PM CR C / JUDGE RUDISILL 3/26/19	2
03/14/2019	27	FORM	FORM A	2
03/14/2019	26	MOTN	MOTION TO DEVIATE FROM CHILD SUPPORT GUIDELINES / S COLLINS	4
03/14/2019	25	SAGR	AMENDED MARITAL SETTLEMENT AGREEMENT FOR DISSOLUTION OF MARRIAGE	17
03/14/2019	24	ACCP	ACCEPTANCE & WAIVER OF SERVICE OF PROCESS / A COLLINS	1
03/14/2019	23	MOTN	MOTION TO DEVIATE FROM CHILD SUPPORT GUIDELINES / A COLLINS	4
04/12/2018	22	CKLT	CHECKLIST IN RESPONSE TO FORM A	1
03/26/2018	16	LDOC	REPORT OF DOCUMENTS RECEIVED	1
03/23/2018	21	FORM	FORM A / S VIKICOLLINS	1
03/23/2018	20	AFFI	FINANCIAL AFFIDAVIT / A COLLINS	7
03/23/2018	19	CRTF	CERTIFICATE AD ORD 95-4-S PARENT SEM / S VIKICOLLINS	1
03/23/2018	18	CRTF	CERTIFICATE AD ORD 95-4-S PARENT SEM / A COLLINS	1
03/23/2018	17	COPY	COPY OF DRIVER'S LICENSE / A COLLINS	1
01/31/2018	15	LDOC	REPORT OF DOCUMENTS RECEIVED	1
01/31/2018	14	PPLN	PARENTING PLAN	13
01/31/2018	13	AFFI	UCCJEA AFFIDAVIT / A COLLINS	6
01/31/2018	12	AFFI	FINANCIAL AFFIDAVIT / S COLLINS	6

01/31/2018	11	NOTC	NOTICE OF SOCIAL SECURITY NUMBER/S COLLINS	2
01/31/2018	10	NOTC	NOTICE OF SOCIAL SECURITY NUMBER / A COLLINS	2
01/31/2018	7	SAGR	MARITAL SETTLEMENT AGREEMENT	11
01/31/2018	6	COPY	COPY OF DRIVER'S LICENSE / S COLLINS	1
01/31/2018	5	NOTC	NOTICE OF NO RELATED CASES/ S COLLINS	4
01/31/2018	4	NOTC	NOTICE OF CONFIDENTIAL INFORMATION WITHIN COURT FILING /S COLLINS	2
01/31/2018	3	ANSW	ANSWER & WAIVER & REQUEST FOR COPY OF FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE/ A COLLINS	3
01/31/2018	2	CCST	CIVIL COVER SHEET/ S COLLINS	2
01/31/2018	1	PETN	PETITION FILED / NO SUMMONS ISSUED	6

## Hearings

**PREPARED BY AND RETURN TO:**

CHARLES L. ELDREDGE, JR., ESQ.  
LARSEN & ASSOCIATES, P.L.  
300 South Orange Ave. Suite 1575  
Orlando, Florida 32801  
(407) 841-6555

**NOTICE AND CLAIM OF LIEN**

STATE OF FLORIDA  
COUNTY OF Florida

BEFORE ME, the undersigned authority, personally appeared [REDACTED], who being duly sworn, says:

1. He/she is the President for [REDACTED] corporation not for profit, the lienor herein, hereinafter, "Association," whose address is c/o Premier Association Mgmt, 3112 W. Lake Mary Blvd, Lake Mary, FL 32746.
2. [REDACTED] hereinafter "Owner," is the record owner of the following described real property in Seminole County, Florida:

Lot [REDACTED] according to the Plat thereof, recorded in Plat Book [REDACTED] Page [REDACTED] Public Records of Seminole County, Florida.

Property Address [REDACTED]

3. Owner is delinquent in the payment of the assessments in the total sum of \$912.13 as of the date hereof.
4. Notification of said delinquency has been given, but the same remains unpaid as of the date hereof.
5. The Declaration provides that a lien for unpaid assessments may be placed upon property at [REDACTED]

WHEREFORE, notice is hereby given that the Association claims a lien in the amount of \$912.13 on the real property described in paragraph 2 above, which lien shall also secure all late charges, interest, costs of collection including reasonable attorneys' fees and all assessments to become due and payable henceforth until payment in full of same.

The due dates are as follows, plus other past deficiencies and amounts due and owing:

AMOUNT DUE  
\$912.13

DATE WHEN DUE  
April 1, 2019 through October 11, 2019

Assessments, late fees, and interest due April 1, 2019 through October 11, 2019

BY: [REDACTED]

Name: [REDACTED]  
c/o Premier Association Mgmt  
3112 W. Lake Mary Blvd  
Lake Mary, FL 32746

THE FOREGOING instrument was acknowledged before me this 17th day of October, 2019,  
by [REDACTED] as identification.

Notary Public State of Florida  
Stamp or Seal:



Filing # 22-69282 E-F1 [REDACTED] 4:24:29 PM

IN THE CIRCUIT COURT OF THE EIGHTEENTH  
JUDICIAL CIRCUIT, IN AND FOR SEMINOLE  
COUNTY, FLORIDA

CASE NO.: [REDACTED]

[REDACTED]  
[REDACTED]  
a Florida not-for-profit corporation,

Plaintiff,  
vs.

[REDACTED] UNKNOWN SPOUSE  
OF [REDACTED], AND UNKNOWN  
TENANT(S),

Defendant(s). /

**NOTICE OF LIS PENDENS**

TO THE ABOVE-NAMED DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the institution of this action by Plaintiff against you seeking to foreclose a lien on the following described property in Seminole County, Florida:

Lot [REDACTED] according to the Plat thereof, recorded in Plat Book [REDACTED]  
Page [REDACTED] Public Records of Seminole County, Florida.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 27<sup>th</sup> day of June, 2022, I presented the foregoing for filing to the Florida Courts eFiling Portal for filing and uploading.

By: /s/ Richard E. Larsen

Richard E. Larsen, Esq.

Florida Bar No. 794066

A [REDACTED] S

Larsen Slaten, PLLC

5323 Millenia Lakes Blvd

Suite 300

Orlando, FL, 32839-3300

Phone: (407) 841-6555

Emails: [pleadings@larsenandassociates.com](mailto:pleadings@larsenandassociates.com)

[TerrenceJ@larsenslaten.com](mailto:TerrenceJ@larsenslaten.com)

NOTE: PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT YOU ARE ADVISED THAT THIS LAW FIRM IS DEEMED TO BE A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

Prepared by and Return to:

5716 Corsa Ave., Suite 102  
Westlake Village, CA 91362

### CONTINUOUS MARRIAGE AFFIDAVIT

State of Florida

County of Seminole

BEFORE ME, the undersigned authority, authorized in the state and county aforesaid to take acknowledgments, personally appeared ANDRE COLLINS, "Affiants", who after being duly sworn, depose and say;

We acquired title to the following described property, as husband and wife, by deed recorded in Official Records Book [REDACTED], Page [REDACTED] of the Public Records of SEMINOLE County, FLORIDA which is further described as follows:

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE SEMINOLE COUNTY, FLORIDA, TO-WIT:

LOT [REDACTED] ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK [REDACTED] PAGE [REDACTED] PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

APN: [REDACTED]

BEING THE SAME PROPERTY CONVEYED TO [REDACTED] HUSBAND AND WIFE BY DEED FROM T [REDACTED] IDA CORPORATION RECORDED 10/31/2007 IN DEED BOOK [REDACTED] IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

At the time we acquired title to this property we were legally married to each other and that we were continuously married to each other without interruption from the date we acquired title to the above described property until the date of this affidavit.

The purpose of this affidavit is to induce [REDACTED] to eliminate items from its Commitment and issue title insurance pursuant to File No. 08-01666791 insuring the above described property.

FURTHER, Affiant herein agrees to indemnify and hold harmless Timios, Inc. against any loss or damage resulting from its issuance of title insurance as stated above based on the information given in this affidavit.

[REDACTED]  
[REDACTED]

State of Florida

County of Seminole

Sworn To, Subscribed and Acknowledged before me on NOV-30, 2018, by ANDRE COLLINS who  
is/are personally known to me or who has/have produced Driver's license as  
identification.



NOTARY PUBLIC  
STATE OF FLORIDA  
GERARDO MARTINEZ  
MY COMMISSION # GG 016831  
EXPIRES: August 18, 2020  
Bonded Thru Budget Notary Services

Notary Public  
Print Name: GERARDO MARTINEZ  
My Commission Expires: 8/18/2020

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security  
number in this document, unless required by law: Katie Luizzi

KATIE LUIZZI

THIS INSTRUMENT WAS PREPARED BY  
KATIE LUIZZI

**5716 Corsa ave ste 102  
Westlake Village, CA 91362**

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

File No: 08-01666790

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE SEMINOLE COUNTY, FLORIDA, TO-WIT:

LOT [REDACTED] ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK [REDACTED] PAGE [REDACTED] PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

APN: [REDACTED]

BEING THE SAME PROPERTY CONVEYED TO [REDACTED], HUSBAND AND WIFE BY DEED FROM [REDACTED] A FLORIDA CORPORATION RECORDED 10/31/2007 IN DEED BOOK [REDACTED] PAGE [REDACTED] IN THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA.

DocuSign Envelope ID: [REDACTED]



[www.ygrene.com](http://www.ygrene.com)

**RECORDED AND PREPARED BY AND  
AFTER RECORDATION RETURN TO:**

[REDACTED]  
2100 South McDowell Blvd  
Petaluma, CA 94954

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**QUALIFYING IMPROVEMENTS FOR ENERGY EFFICIENCY, RENEWABLE ENERGY, OR WIND RESISTANCE**  
This property is located within the jurisdiction of a PACE Local Government that has placed an assessment on the property pursuant to Section 163.08 Florida Statutes. The assessment is for a Qualifying Improvement to the property relating to energy efficiency, renewable energy, or wind resistance.

**SUMMARY MEMORANDUM OF AGREEMENT**

This Summary Memorandum of Agreement, dated 03/25/2019, is between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic duly organized and existing under the laws of the State of Florida (the "District") and all of the persons or entities identified below as the record owner(s) (the "Owner") of the fee title to the real property identified herein.

The district and the Owner entered into an Agreement to Pay Assessments and Finance Qualifying Improvements (the "Agreement") for the purpose of installing on the Property the Qualifying Improvements listed in Exhibit B.

Owner No. 1: [REDACTED]

Owner No. 2:

Owner No. 3:

Owner No. 4:

Trust:

Legal Entity:

Project ID No.: FL-513-F9P62X

Folio Number: [REDACTED]

Property Street Address: [REDACTED]

City: SANFORD

State: FL

Zip: 32771



The parties agree that the District will collect a non-ad valorem special assessment to repay the costs for funding the Qualifying Improvements. The assessment to be levied on the Property constitutes a lien of equal dignity to county taxes and assessments that is effective from the date of recordation of this Summary Memorandum of Agreement. The final principal amount of the assessment and payment schedule will be set forth in an addendum to the Financing Agreement to be recorded in the public records of the applicable county upon completion of the installation of the Qualifying Improvements. Except as otherwise provided in the Financing Agreement, the Financing Agreement shall expire upon the final payment or full prepayment of the non-ad valorem special assessment.

Property Owner inquiries (including requests for early payoff) may be directed to: Toll-Free Telephone: 866-634-1358; Customer Service Email Address: [customer.care@ygrene.com](mailto:customer.care@ygrene.com)

---

#### DESCRIPTION OF ESTIMATED COSTS AND TERMS OF FINANCING

---

INTEREST RATE: ..... 7.99 ..... %

REPAYMENT TERM: ..... 20 ..... years

---

Maximum Annual Assessment\* ..... \$4,579.94

Ask the program administrator for the current collection fees being charged.

---

IN WITNESS WHEREOF, the parties hereto have respectively executed this memorandum effective as of the date of the last party to sign.



## GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT

IMPORTANT SIGNATURE INSTRUCTIONS: PLEASE SIGN YOUR NAME EXACTLY AS DISPLAYED IN THE SIGNATORY FIELDS BELOW, INCLUDING THE TITLE IF APPLICABLE.

IF YOU ARE A TRUSTEE, PLEASE INCLUDE THE TITLE "TRUSTEE" AFTER YOUR SIGNATURE. EXAMPLE: John M. Smith, Trustee

E-SIGNATURE

WET SIGNATURE

SIGNATURE

DATE

5/3/19

Name of Signatory:

Paul Winkeljohn

Title of Signatory: DISTRICT OFFICER

## DISTRICT

### NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this.....

3 day of May, 2019, by

Paul Winkeljohn

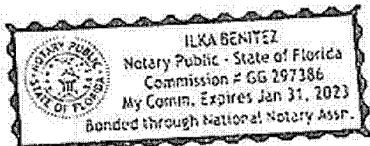
..... who is/are personally known to me or who

has/have produced.....

..... as identification.

[SEAL]

Ilka Benitez  
Notary Public, State of Florida



PRINT NAME OF NOTARY

COMMISSION EXPIRES

COMMISSION NUMBER

## EXHIBIT A

### PROPERTY (LEGAL DESCRIPTION)

[REDACTED]

---

## EXHIBIT B

### INITIAL DESCRIPTION OF QUALIFYING IMPROVEMENTS

Insulation, Attic, Radiant Barrier, Weather Stripping

---



RECORDED AND PREPARED BY AND  
AFTER RECORDATION RETURN TO:

[REDACTED]  
33rd Mary Street #124  
Miami, FL 33133

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

## ADDENDUM TO FINANCING AGREEMENT

This Addendum to the Financing Agreement, dated 05/10/2019, is between the Green Corridor Property Assessment Clean Energy (PACE) District, a public body corporate and politic duly organized and existing under the laws of the State of Florida (the "District") and all of the persons or entities identified below as the record owner(s) (the "Owner") of the fee title to the real property identified herein.

The District and the Owner entered into an Agreement to Pay Assessments and Finance Qualifying Improvements (the "Agreement") dated 05/03/2019 for the purpose of installing on the Property the Qualifying Improvements initially listed in Exhibit B to the Financing Agreement (the "Initial Description of Qualifying Improvements"). A Summary Memorandum Agreement, summarizing appropriate terms of the Financing Agreement, was recorded in the public records of Seminole County on 05/08/2019 in instrument [REDACTED] pages [REDACTED].

Owner No. 1: [REDACTED]

Owner No. 2: [REDACTED]

Owner No. 3: [REDACTED]

Owner No. 4: [REDACTED]

Trust: [REDACTED]

Legal Entity: [REDACTED]

Project ID No.: FL-513-F9P62X

Folio Number: [REDACTED]

Property Street Address: [REDACTED]

City: SANFORD

State: FL

Zip: 32771

The parties agreed in the Financing Agreement that the Preliminary List of Improvements would be modified and finalized in an Addendum to the Financing Agreement upon completion of the installation of Qualifying Improvements (the "Final Improvements") on the Property, and the Property Owner agreed to the imposition by the District of a special non-ad valorem assessment on the Property (the "Assessment") in order to repay the costs incurred by the District with respect to financing the installation of the Final Improvements.

The Financing Agreement set forth the maximum principal amount to be financed, the estimated interest rate on the Assessment, the estimated amount payable annually on the Assessment based upon the estimated interest rate, the preliminary list of improvements, and the initial term of the assessment. The parties agreed that all such amounts would be modified and finalized in an Addendum to the Financing Agreement after the cost of the Final Improvements was determined.

Accordingly, the parties hereto are entering into this Addendum, which replaces said Summary Memorandum Agreement and sets forth (a) the Final Improvements in Exhibit B hereto and (b) the final amount of the Assessment and the final term of the Assessment in Exhibit C hereto.

IN WITNESS WHEREOF, the parties hereto have respectively executed this Addendum effective as of the date of the District's signature.

(SIGNATURE PAGE FOLLOWS)



ADDENDUM TO FINANCING AGREEMENT

9/28/2016

DOC ID: FL:GC FL-513-F9P62X

| 1

**GREEN CORRIDOR PROPERTY ASSESSMENT CLEAN ENERGY (PACE) DISTRICT**

Signature of Authorized Person:



Print Name and Title of Authorized Person: District Officer

Paul Winkeljohn

Date: 5/13/19

**NOTARY ACKNOWLEDGEMENT**

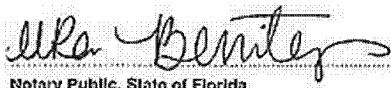
STATE OF FLORIDA  
COUNTY OF Broward )  
ss

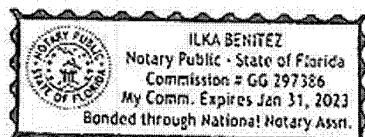
The foregoing instrument was acknowledged before me this.....

13 day of May 2019, by

....., who is/are personally known to me or who

has/have produced..... as identification.

[SEAL]   
Notary Public, State of Florida



PRINT NAME OF NOTARY

COMMISSION EXPIRES

COMMISSION NUMBER

---

**EXHIBIT A**  
**PROPERTY (LEGAL DESCRIPTION)**

[REDACTED]

---

**EXHIBIT B**  
**FINAL DESCRIPTION OF QUALIFYING IMPROVEMENTS**

Insulation, Attic, Radiant Barrier, Weather Stripping

---

**EXHIBIT C**

REPAYMENT TERM: ..... 20 ..... years

---

Annual Special Assessment\* ..... \$2,635.59 .....

\*NOTE: Collection fees may be added to the final assessment amount. These fees vary and are based on changes in the Tax Collector's fees schedules and policies.

Ask the program administrator for the current collection fees being charged.



6/4/2022 12:24:10 PM

Department of Health – Office of Vital Statistics

(STATE FILE NUMBER)

**STATE OF FLORIDA**  
**MARRIAGE RECORD**

TYPE IN UPPER CASE

USE BLACK INK

This license not valid unless seal of Clerk,  
Circuit or County Court, appears thereon

**214856**

(APPLICATION NUMBER)

**APPLICATION TO MARRY**

1. NAME OF SPOUSE (First, Middle, Last) [REDACTED]		1b. MAIDEN SURNAME (if applicable)	2. DATE OF BIRTH (Month, Day, Year) 11/10/1989
3a. RESIDENCE - CITY, TOWN, OR LOCATION 561 MERRITT MORNING WAY ALTAMONTE SPRINGS	3b. COUNTY SEMINOLE	3c. STATE FLORIDA 32701	4. BIRTHPLACE (State or Foreign Country) FLORIDA
5. NAME OF SPOUSE (First, Middle, Last) [REDACTED]		5b. MAIDEN SURNAME (if applicable)	6. DATE OF BIRTH (Month, Day, Year) 09/24/1990
7a. RESIDENCE - CITY, TOWN, OR LOCATION 455 MONROE RD ROCKLEDGE	7b. COUNTY BREVARD	7c. STATE FLORIDA 32955	8. BIRTHPLACE (State or Foreign Country) FLORIDA
WE THE APPLICANTS NAMED IN THIS CERTIFICATE, EACH FOR HIMSELF OR HERSELF, STATE THAT THE INFORMATION PROVIDED ON THIS RECORD IS CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THAT NO LEGAL OBJECTION TO THE MARRIAGE NOR THE ISSUANCE OF A LICENSE TO AUTHORIZE THE SAME IS KNOWN TO US AND HEREBY APPLY FOR LICENSE TO MARRY.			
9. SIGNATURE OF SPOUSE (Sign full name using black ink) ► [REDACTED]		10. SUBSCRIBED AND SWORN TO BEFORE ME ON (DATE) 08/01/2022	
11. TITLE OF OFFICIAL DEPUTY CLERK		12. SIGNATURE OF OFFICIAL (Use black ink) ► [REDACTED]	
13. SIGNATURE OF SPOUSE (Sign full name using black ink) ► [Signature]		14. SUBSCRIBED AND SWORN TO BEFORE ME ON (DATE) 08/01/2022	
15. TITLE OF OFFICIAL DEPUTY CLERK		16. SIGNATURE OF OFFICIAL (Use black ink) ► [REDACTED]	

**LICENSE TO MARRY**

AUTHORIZATION AND LICENSE IS HEREBY GIVEN TO ANY PERSON DULY AUTHORIZED BY THE LAWS OF THE STATE OF FLORIDA TO PERFORM A MARRIAGE CEREMONY WITHIN THE STATE OF FLORIDA AND TO SOLEMNIZE THE MARRIAGE OF THE ABOVE NAMED PERSONS. THIS LICENSE MUST BE USED ON OR AFTER THE EFFECTIVE DATE AND ON OR BEFORE THE EXPIRATION DATE IN THE STATE OF FLORIDA IN ORDER TO BE RECORDED AND VALID.

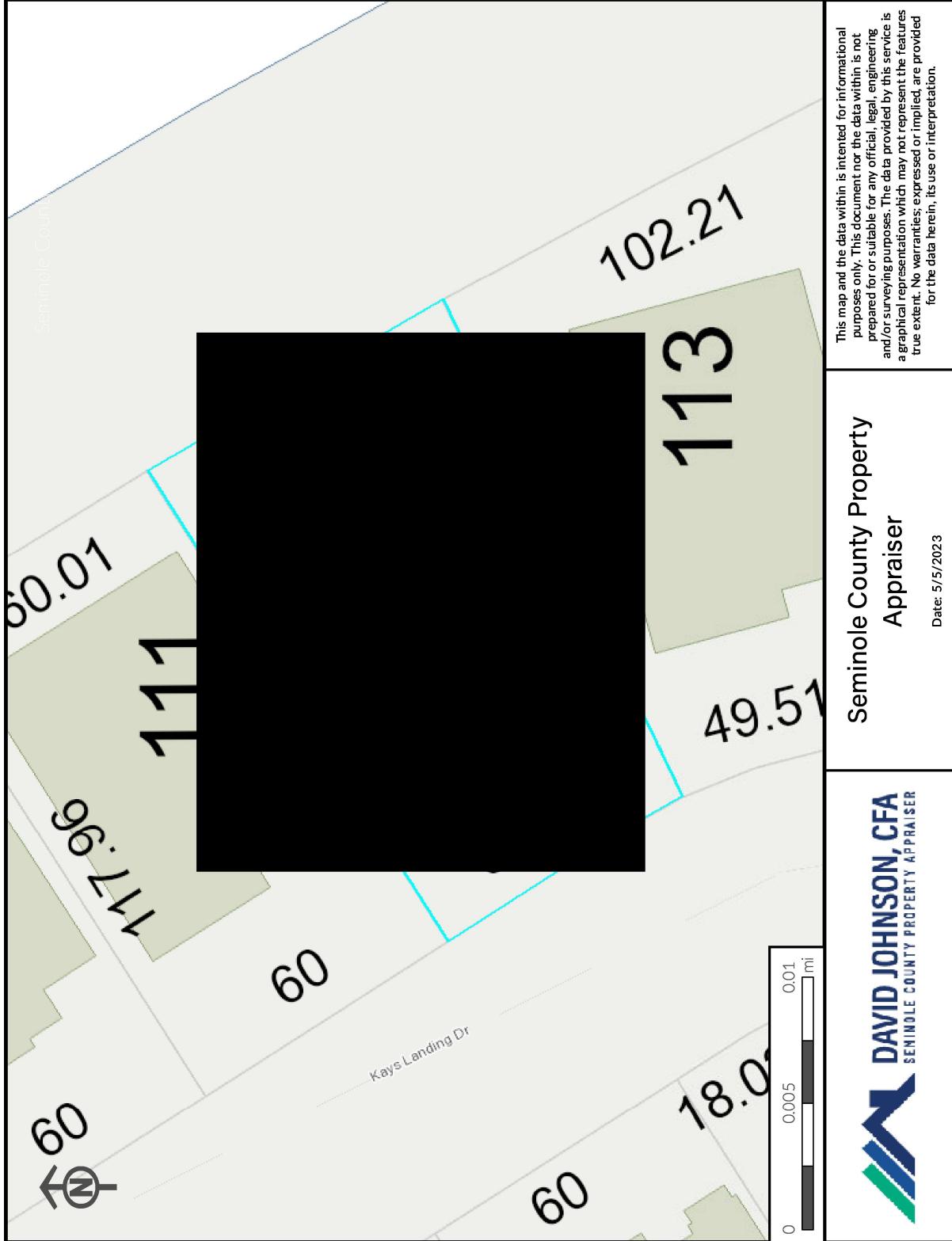
17. COUNTY ISSUING LICENSE SEMINOLE	18. DATE LICENSE ISSUED 08/01/2022	18a. DATE LICENSE EFFECTIVE 08/01/2022	19. EXPIRATION DATE 09/30/2022
20a. SIGNATURE OF COURT CLERK OR JUDGE GRANT MALOY, CLERK OF THE CIRCUIT COURT & COMPTROLLER ► [Signature]	20b. TITLE DEPUTY CLERK	20c. BY D.C. GH	

**CERTIFICATE OF MARRIAGE**

I HEREBY CERTIFY THAT THE ABOVE NAMED SPOUSES WERE JOINED BY ME IN MARRIAGE IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA.

21. DATE OF MARRIAGE (Month, Day, Year) Sept 17, 2022	22. CITY, TOWN, OR LOCATION OF MARRIAGE DeLand Florida
23a. SIGNATURE OF PERSON PERFORMING CEREMONY (Use black ink) ► [Signature]	23c. ADDRESS (of person performing ceremony) 1201 EAST NEW YORK Ave.
23b. NAME AND TITLE OF PERSON PERFORMING CEREMONY (Or notary stamp) John D. Hickman Senior Pastor	24. SIGNATURE OF WITNESS TO CEREMONY (Use black ink) ► [Signature]
	25. SIGNATURE OF WITNESS TO CEREMONY (Use black ink) ► [Signature]

INFORMATION BELOW FOR USE BY VITAL STATISTICS ONLY - NOT TO BE RECORDED



# KAY'S LANDING PHASE 2

REPLATTING A PORTION OF KAY'S LANDING PHASE 1 (P.B. 67, PG. 41-43)  
LYING IN SECTION 34, TOWNSHIP 19 SOUTH, RANGE 30 EAST,  
CITY OF SANFORD, SEMINOLE COUNTY, FLORIDA

**DESCRIPTION:**

That part of Section 34, Township 19 South, Range 30 East, Seminole County, Florida, described as follows:

Begin at the Northeast corner of Lot 53, Block "B" in Section's Second Subdivision, according to its plan thereof, as recorded in Plat Book 1, Page 101 of the Public Records of Seminole County, Florida; thence run S007106' E along the East line of said Lot 53 for a distance of 270.99 feet; thence run N89°17'25" W for a distance of 552.22 feet; thence run N081°22'25" W for a distance of 135.44 feet; thence run N45°44'56" W along a radial line for a distance of 250.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 250.00 feet and a chord bearing of N29°15'28" E; thence run S007106' E along the arc of said curve through a central angle of 65.42 feet to a non-tangent line; thence run N45°24'56" E for a distance of 284.63 feet; thence run S89°47'18" E for a distance of 322.01 feet; thence run N57°19'46" E for a distance of 144.56 feet to a point on a non-tangent curve concave Southwesterly along the arc of said curve through a central angle of 164.70° for a distance of 881.69 feet to a non-tangent line; thence run N89°47'18" W for a distance of 320.43 feet; thence run S007124'2" W for a distance of 115.00 feet; thence run N89°47'18" W for a distance of 36.00 feet; thence run N00124'2" E for a distance of 115.00 feet; thence run S89°15'10" W for a distance of 212.38 feet; thence run S007045' W for a distance of 60.98 feet; thence run S007131' E for a distance of 90.15 feet; thence run S22°44'29" W for a distance of 67.72 feet; thence run S11°17'48" E for a distance of 140.49 feet; thence run S22°35'59" E for a distance of 79.94 feet; thence run S11°17'48" E for a distance of 55.69 feet; thence run S007045' E for a distance of 55.58 feet; thence run S007045' E for a distance of 60.98 feet; thence run S007045' W for a distance of 376.08 feet; thence run S007045' E for a distance of 8.59 feet; thence run S89°49'24" W for a distance of 50.00 feet to the POINT OF BEGINNING.

Containing 15.694 acres more or less.

**NOTES:**

- All lines intersecting curves are radial unless noted on (NR) = Non-Radial.

- Bearings based on the West line of the Northeast 1/4 of Section 34, Township 19 South, Range 30 East, Seminole County, Florida, being S007106' E, as measured meridionally.

- Existing easements and rights-of-way depicted herein which were created by separate document or shown for informational purposes only, by separate document or rights-of-way shall not be seen to apply to replatting areas.

- Per Chapter 177.09 (2B) Florida Statutes: All plotted utility elements shall provide that such easements shall be dedicated to the public for the purpose of facilitating the construction, maintenance, and operation of such construction, installation, maintenance, and operation of cable television services and shall interfere with the facilities and services of electric, telephone, gas, or other public utility in the event a cable television company is responsible for the damages. Such construction, installation, maintenance and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.

- Landscape Elements shown herein are dedicated to the Kay's Landing Homeowners Association.

- A Landscape strip over the 10 Utility Easement along the front of all Lots shall be monitored by the individual Lot owners.

- Tract "L" Private Roadways are owned and maintained by the Association.

- Tract "M" (Open Space and Park) is owned and maintained by the Kay's Landing Homeowners Association.

- Tract Names "A", through "F", and "H" through "K" were depicted in Kay's Landing Phase 1 (Plat Book 67, Pages 41 through 43) and Tract Name "G" is intentionally omitted.

- A 5.00' wide drainage easement exists along all side lot lines and shall be the maintenance responsibility of the individual lot owners.

- Mortgagor - Jender and Consent recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ Public Records of Seminole County, Florida.

- The Access and Draining Agreement recorded in Official Records Book 5271, Page 1646 of the Public Records of Seminole County, Florida between Windham Properties, Inc., a Florida corporation, to Lo Land Associates, Ltd., a Florida corporation, and the City of Sanford, Florida, for the purpose of constructing, maintaining and reconstructing drainage improvements and terminating on Two Homes, Inc., acquiring all lots within Property from Lo Land Assets, LP per the Option Agreement dated April 16, 2004.

- The Access and Draining Agreement recorded in Official Records Book 5271, Page 1646 of the Public Records of Seminole County, Florida between Windham Properties, Inc., a Florida corporation, to Lo Land Associates, Ltd., a Florida corporation, and the City of Sanford, Florida, for the purpose of constructing, maintaining and reconstructing drainage improvements and terminating on Two Homes, Inc., acquiring all lots within Property from Lo Land Assets, LP per the Option Agreement dated April 16, 2004.

- Denotes Permanent Reference Monument unless otherwise noted.

- Denotes Permanent Control Point.

- Denotes Business.

- Licensed Professional Land Surveyor.

- Certified Corner Surveyor.

- Plot Book.

- Public Record Book.

- Surveyor.

SHEET 1 OF 2

PLAT BOOK 69 PAGE 43

## KAY'S LANDING PHASE 2 DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT the entity named below ("the Plaintiff"), being the owner of the simple title to the lands described herein, by this instrument, conveys, transfers, and assigns to the Plaintiff, its successors and assigns, all right, title, and interest in and to the lands described herein, subject to covenants, conditions and restrictions of record, as set forth in the documents recorded in the Office Records Book 5271, Page 1639 of the Public Records of Seminole County, Florida (the "Deed").

1. Tract "L" consisting of Kay's Landing Drive ("the Street") are hereby reserved to Kay's Landing Homeowners Association, (the "Association"), its successors and assigns, and to the Plaintiff, its successors and assigns, as a common area for the use and benefit of all persons using the Street, subject to the terms and conditions of the Deed.

2. Tract "M" consisting of Open Space and Park ("the Park"), are hereby reserved to the Kay's Landing Homeowners Association, (the "Association"), its successors and assigns, and to the Plaintiff, its successors and assigns, as a common area for the use and benefit of all persons using the Park, subject to the terms and conditions of the Deed.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in the presence of the officer named below on Nov. 8, 2005.

Signed in the presence of:

LO LAND ASSOCIATES, LTD.,  
By: LE LAND ASSOCIATES, LTD.,  
General Partner

By: Love Enterprises Residential  
Investments, Inc.,  
General Partner

