

IN THE CIRCUIT COURT OF THE  
SIXTH JUDICIAL CIRCUIT,  
IN AND FOR PASCO COUNTY, FLORIDA  
CIVIL DIVISION  
CASE NO.: \_\_\_\_\_

WILMINGTON SAVINGS FUND SOCIETY,  
FSB NOT IN ITS INDIVIDUAL CAPACITY,  
BUT SOLELY AS INDENTURE TRUSTEE  
FOR THE CIM TRUST 2025-R1 MORTGAGE-  
BACKED NOTES, SERIES 2025-R1

PLAINTIFF,

VS.

MARIE JACKSON A/K/A MARIE YOUNG  
JACKSON A/K/A VELMA MARIE YOUNG;  
UNKNOWN SPOUSE OF MARIE JACKSON  
A/K/A MARIE YOUNG JACKSON A/K/A  
VELMA MARIE YOUNG; AURORA M.  
JUAREZ; SPRINGCASTLE CREDIT  
FUNDING TRUST, THROUGH ITS TRUSTEE  
WILMINGTON TRUST, NATIONAL  
ASSOCIATION; AND UNKNOWN TENANT  
IN POSSESSION OF THE SUBJECT  
PROPERTY,

DEFENDANTS.

---

VERIFIED COMPLAINT

The Plaintiff, WILMINGTON SAVINGS FUND SOCIETY, FSB NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS INDENTURE TRUSTEE FOR THE CIM TRUST 2025-R1 MORTGAGE-BACKED NOTES, SERIES 2025-R1, sues the Defendants, MARIE JACKSON A/K/A MARIE YOUNG JACKSON A/K/A VELMA MARIE YOUNG; UNKNOWN SPOUSE OF MARIE JACKSON A/K/A MARIE YOUNG JACKSON A/K/A VELMA MARIE YOUNG; AURORA M. JUAREZ; SPRINGCASTLE CREDIT FUNDING TRUST, THROUGH ITS TRUSTEE WILMINGTON TRUST, NATIONAL ASSOCIATION; and UNKNOWN TENANT IN POSSESSION OF THE SUBJECT PROPERTY and alleges:

COUNT I  
FORECLOSURE OF MORTGAGE

1. This is an action to foreclose a mortgage on real property in Pasco County, Florida.

2. On or about June 24, 2004, **TOMMY JACKSON A/K/A TOMMY CHARLES JACKSON** and **MARIE JACKSON A/K/A MARIE YOUNG JACKSON A/K/A VELMA MARIE YOUNG**, executed and delivered a promissory note to AMERICAN GENERAL HOME EQUITY, INC. On or about June 24, 2004, **TOMMY JACKSON A/K/A TOMMY CHARLES JACKSON** and **MARIE JACKSON A/K/A MARIE YOUNG JACKSON A/K/A VELMA MARIE YOUNG**, executed and delivered a mortgage securing payment of the same to AMERICAN GENERAL HOME EQUITY, INC., which mortgage was recorded in the Official Records Book 5944, Page 661, of the Public Records of Pasco County, Florida and which mortgaged the property described therein, then owned by and in possession of said mortgagor. The promissory note and mortgage were subsequently modified by a loan modification agreement recorded in the Official Records Book 8624, Page 2858, of the Public Records of Pasco County, Florida. The promissory note and mortgage were subsequently modified by a loan modification agreement recorded in the Official Records Book 9009, Page 2848, of the Public Records of Pasco County, Florida. A copy of the note, mortgage, assignment(s) of mortgage and loan modification agreement(s) are attached hereto and made a part hereof. Hereinafter, the note, mortgage and loan modification agreement(s) are referred to collectively as the "loan documents."

3. Plaintiff is the holder of the original note secured by the mortgage and is filing contemporaneously herewith a certification of possession of the original note.

4. Defendant, **MARIE JACKSON A/K/A MARIE YOUNG JACKSON A/K/A VELMA MARIE YOUNG**, owns the property.

5. There has been a default under the loan documents held by Plaintiff in that the payment due February 1, 2025 and all subsequent payments have not been made. Plaintiff declares the full amount due under the loan documents to be now due.

6. All conditions precedent to the filing of this action have occurred, been satisfied, or been waived.

7. There is now due and owing to the Plaintiff the following amounts: unpaid principal balance of **\$83,883.35**, plus interest, escrow, title search expenses for ascertaining necessary parties to this suit, title search, title exam, filing fee, and attorney's fees and costs.

8. Plaintiff has obligated itself to pay the undersigned attorneys a reasonable fee for their services and to advance or reimburse the attorneys for their taxable costs. Plaintiff is entitled to an award of attorney's fees and costs pursuant to the terms of the loan documents.

9. Defendant, **UNKNOWN SPOUSE OF MARIE JACKSON A/K/A MARIE YOUNG**

**JACKSON A/K/A VELMA MARIE YOUNG**, may claim some interest in or lien upon the subject property by virtue of a potential homestead interest. Said interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.

10. Defendant, **AURORA M. JUAREZ**, may claim some interest in or lien upon the subject property by virtue of a Personal Judgment Lien, which is recorded in Official Records Book 11256, Page 14, of the Public records of Pasco County, Florida. Said interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.

11. Defendant, **SPRINGCASTLE CREDIT FUNDING TRUST, THROUGH ITS TRUSTEE WILMINGTON TRUST, NATIONAL ASSOCIATION**, may claim some interest in or lien upon the subject property by virtue of Mortgage, which is recorded in Official Records Book 6893, Page 766, of the Public Records of Pasco County, Florida. Said interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.

12. Defendant, **SPRINGCASTLE CREDIT FUNDING TRUST, THROUGH ITS TRUSTEE WILMINGTON TRUST, NATIONAL ASSOCIATION**, may claim some interest in or lien upon the subject property by virtue of an Assignment of Mortgage, which is recorded in Official Records Book 9300, Page 353, of the Public Records of Pasco County, Florida. Said interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.

13. Defendant, **UNKNOWN TENANT IN POSSESSION OF THE SUBJECT PROPERTY**, may claim some interest in or lien upon the subject property arising from being in actual possession of same, but interest, if any, is subject and inferior to the lien of Plaintiff's mortgage.

**WHEREFORE**, Plaintiff prays as follows:

- (a) That this Court will take jurisdiction of this cause, the subject matter and the parties hereto.
- (b) That this Court, subject to any applicable statute of limitations, ascertain and determine the sums of money due and payable to the Plaintiff from the Defendant(s), including without limitation principal, interest, advances, attorney fees, and costs pursuant to the loan documents.
- (c) That the sum of money found to be due as aforesaid be decreed by this Court to be a lien upon the lands described in Plaintiff's mortgage.
- (d) That such lien be foreclosed in accordance with the rules and established

practice of this Court, and upon failure of the Defendants to pay the amount of money found to be due by them to the Plaintiff, the said land be sold to satisfy said lien.

(e) That this Court decree that the lien of the Plaintiff is superior to any and all right, title or interest of the Defendants herein or any person or parties claiming by, through or under them since the institution of this suit.

(f) That all right, title or interest of the Defendants or any person claiming by, through or under them be forever barred and foreclosed.

(g) That this Court grants general relief in this cause as in its discretion might be just and proper.

#### VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief.

  
Printed name: Belkis Carames  
Title: Assistant Secretary  
Authorized representative of Nationstar Mortgage LLC,  
as attorney in fact for, WILMINGTON SAVINGS  
FUND SOCIETY, FSB NOT IN ITS INDIVIDUAL  
CAPACITY, BUT SOLELY AS INDENTURE  
TRUSTEE FOR THE CIM TRUST 2025-R1  
MORTGAGE-BACKED NOTES, SERIES 2025-R1

Miller, George & Suggs, PLLC  
Attorney for Plaintiff  
210 N. University Drive, Suite 900  
Coral Springs, FL 33071  
Telephone: 786-268-9954  
DESIGNATED PRIMARY EMAIL FOR SERVICE  
PURSUANT TO FLA. R. JUD. ADMIN 2.516:  
ESERVICE@MGS-LEGAL.COM

By: /s/ Stacy Robins 8079 for  
Vanessa Nieto  
Bar No. 0107084

## LOAN AGREEMENT AND DISCLOSURE STATEMENT

**AMERICAN  
GENERAL  
FINANCIAL SERVICES**

|  |                           |                                      |
|--|---------------------------|--------------------------------------|
| DATE 06/24/04  | ACCOUNT NUMBER [REDACTED] | TYPE OF LOAN (Alpha) I03             |
| LENDER/SECURED PARTY NAME AND ADDRESS ("Lender")                                   |                           | LENDER'S TELEPHONE NUMBER [REDACTED] |
| AMERICAN GENERAL HOME EQUITY, INC.<br>12850 US HWY 301<br>DADE CITY, FL 33525-5801 |                           |                                      |
| BORROWER(S) NAME AND ADDRESS ("I", "We")   |                           |                                      |
| TOMMY JACKSON<br>MARIE JACKSON<br>15217 MYRTLE ST<br>DADE CITY, FL 33525           |                           |                                      |

I will read this entire Loan Agreement and Disclosure Statement ("Agreement") and all related documents carefully. If I have any questions, I will ask them before I sign any of these documents. By signing, I am indicating my agreement to the statements, promises, terms, and conditions contained in the documents I sign.

## TRUTH IN LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE                  | FINANCE CHARGE                             | AMOUNT FINANCED                                      | TOTAL OF PAYMENTS  |
|---|--|--|--|
| The cost of my credit as a yearly rate. | The dollar amount the credit will cost me. | The amount of credit provided to me or on my behalf. | The amount I will have paid after I have made all payments as scheduled. |
| 7.89 %                                  | \$ 117297.48                               | \$ 118258.40   | \$ 235555.88   |

My Payment Schedule will be:

| Number of Payments | Amount of Payments | When Payments Are Due      |
|--------------------|--------------------|----------------------------|
| 1                  | \$ 1056.25         | 08/01/04                   |
| 239                | \$ 981.17          | monthly beginning 09/01/04 |

LATE CHARGE:  If any payment is not paid in full within 15 days after its due date, I will be charged \$ 5.00 % of the unpaid amount of the payment, but not more than \$ N/A or less than \$ N/A.

If any payment is not paid in full within \_\_\_\_\_ days after its due date, I will be charged \$ \_\_\_\_\_ if the entire scheduled payment exceeds \$ \_\_\_\_\_ or \$ \_\_\_\_\_ if the entire scheduled payment is \$ \_\_\_\_\_ or less.

PREPAYMENT: If I pay off early:

I may  I will not have to pay a penalty or minimum charge.  
 I may  I will not get a refund or credit of part of the finance charge.

SECURITY: I am giving Lender a security interest in:

Real estate located at: 15217 MYRTLE ST  
DADE CITY, FL 33525

|                |      |      |       |                            |
|----------------|------|------|-------|----------------------------|
| Motor Vehicles | Year | Make | Model | Vehicle Identification No. |
|                |      |      |       |                            |

|              |                          |
|--------------|--------------------------|
| Other Assets | Other Assets Description |
|              |                          |

Household items described on the Personal Property Appraisal Form, which I have signed and which has been delivered to me with this Agreement.

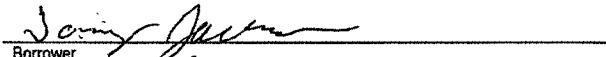
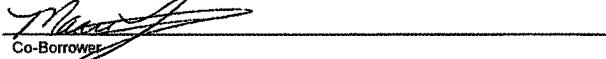
ASSUMPTION: Someone buying my home, if it secures this loan, may not assume the remainder of this loan on the original terms unless approved by Lender.

My loan contains a variable-rate feature. Disclosures about the variable-rate feature have been provided to me earlier.

See the remainder of this Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties, if any.

## THIS AGREEMENT IS SUBJECT TO THE FEDERAL ARBITRATION ACT.

By signing below, I acknowledge receipt of a copy of this Federal Disclosure Statement.

  
Borrower  
  
Co-Borrower

SEE REVERSE SIDE FOR ADDITIONAL DISCLOSURES

## LOAN AGREEMENT AND DISCLOSURE STATEMENT

**AMERICAN  
GENERAL  
FINANCIAL SERVICES**

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**TRUTH IN LENDING DISCLOSURES**

| ANNUAL PERCENTAGE RATE<br>The cost of my credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost me. | AMOUNT FINANCED<br>The amount of credit provided to me or on my behalf. | TOTAL OF PAYMENTS<br>The amount I will have paid after I have made all payments as scheduled. |
|---|--|---|---|
| 7.89 %  | \$ 117297.48   | \$ 118258.40  | \$ 235555.88  |

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- Real estate located at: 15217 MYRTLE ST  
DADE CITY, FL 33525

|                          |      |      |       |                            |
|--------------------------|------|------|-------|----------------------------|
| <input type="checkbox"/> | Year | Make | Model | Vehicle Identification No. |
| Motor Vehicles           |      |      |       |                            |

|                          |                          |
|--------------------------|--------------------------|
| <input type="checkbox"/> | Other Assets Description |
| Other Assets             |                          |

- Household items described on the Personal Property Appraisal Form, which I have signed and which has been delivered to me with this Agreement.

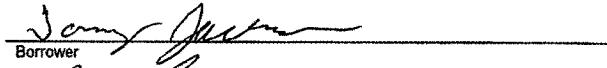
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\_\_\_\_\_  
Borrower  
  
  
\_\_\_\_\_  
Co-Borrower

**SEE REVERSE SIDE FOR ADDITIONAL DISCLOSURES**

## ITEMIZATION OF AMOUNT FINANCED

Amounts paid to others on my behalf

|                 |                             |  |
|-----------------|-----------------------------|--|
| 1. \$ NONE      |                             | PAID TO                                      |
| 2. \$ NONE      |                             | PAID TO                                      |
| 3. \$ NONE      |                             | PAID TO                                      |
| 4. \$ NONE      |                             | PAID TO                                      |
| 5. \$ 406.00    | State Taxes Paid            | PAID TO GOVERNMENT AGENCY                    |
| 6. \$ 75.00     | Title Examination Fee       | PAID TO MIS                                  |
| 7. \$ NONE      |                             | PAID TO                                      |
| 8. \$ 900.00    | Appraisal Fee               | PAID TO MIS                                  |
| 9. \$ NONE      |                             | PAID TO                                      |
| 10. \$ NONE     |                             | PAID TO                                      |
| 11. \$ NONE     |                             | PAID TO                                      |
| 12. \$ NONE     |                             | PAID TO                                      |
| 13. \$ 660.00   | Title Insurance Fee         | PAID TO MIS                                  |
| 14. \$ NONE     |                             | PAID TO                                      |
| 15. \$ NONE     |                             | PAID TO                                      |
| 16. \$ 35.50    | Recording/Releasing Fees RE | PAID TO GOVERNMENT AGENCY                    |
| 17. \$ NONE     |                             | PAID TO                                      |
| 18. \$ 231.90   | Intangible Tax              | PAID TO GOVERNMENT AGENCY                    |
| 19. \$ NONE     |                             | PAID TO                                      |
| 20. \$ NONE     |                             | PAID TO                                      |
| 21. \$ 32164.61 |                             | PAID TO TOMMY & MARIE JACKSON & AGF 49269213 |
| 22. \$ 32611.89 |                             | PAID TO TOMMY & MARIE JACKSON & AGF 47701980 |
| 23. \$ 25000.00 |                             | PAID TO TOMMY & MARIE JACKSON & CYNTEX       |
| 24. \$ 2316.52  |                             | PAID TO TOMMY & MARIE JACKSON & MIKE OLSON   |
| 25. \$          |                             | PAID TO                                      |
| 26. \$          |                             | PAID TO                                      |
| 27. \$          |                             | PAID TO                                      |
| 28. \$          |                             | PAID TO                                      |
| 29. \$          |                             | PAID TO                                      |
| 30. \$          |                             | PAID TO                                      |
| 31. \$          |                             | PAID TO                                      |
| 32. \$          |                             | PAID TO                                      |
| 33. \$          |                             | PAID TO                                      |
| 34. \$          |                             | PAID TO                                      |
| 35. \$          |                             | PAID TO                                      |
| 36. \$          |                             | PAID TO                                      |
| 37. \$          |                             | PAID TO                                      |
| 38. \$          |                             | PAID TO                                      |
| 39. \$          |                             | PAID TO                                      |
| 40. \$          |                             | PAID TO                                      |
| 41. \$          |                             | PAID TO                                      |
| 42. \$          |                             | PAID TO                                      |
| 43. \$          |                             | PAID TO                                      |
| 44. \$          |                             | PAID TO                                      |
| 45. \$          |                             | PAID TO                                      |

Amount Paid on Prior Account with Lender

46. \$ NONE

Amounts Paid to me

|                 |                               |
|-----------------|-------------------------------|
| 47. \$ 23856.98 | PAID TO TOMMY & MARIE JACKSON |
| 48. \$          | PAID TO                       |
| 49. \$          | PAID TO                       |
| 50. \$          | PAID TO                       |
| 51. \$          | PAID TO                       |
| 52. \$          | PAID TO                       |
| 53. \$          | PAID TO                       |
| 54. \$          | PAID TO                       |
| 55. \$          | PAID TO                       |
| 56. \$          | PAID TO                       |

\$ 118258.40 Amount Financed (Sum of lines 1 - 56)

\$ 3537.00 Prepaid Finance Charges (itemized below)

## PREPAID FINANCE CHARGES

|               |                 |                     |
|---------------|-----------------|---------------------|
| 1. \$ 3478.00 | Points          | PAID TO LENDER      |
| 2. \$ NONE    |                 | PAID TO             |
| 3. \$ NONE    |                 | PAID TO             |
| 4. \$ NONE    |                 | PAID TO             |
| 5. \$ NONE    |                 | PAID TO             |
| 6. \$ NONE    |                 | PAID TO             |
| 7. \$ NONE    |                 | PAID TO             |
| 8. \$ NONE    |                 | PAID TO             |
| 9. \$ NONE    |                 | PAID TO             |
| 10. \$ NONE   |                 | PAID TO             |
| 11. \$ NONE   |                 | PAID TO             |
| 12. \$ NONE   |                 | PAID TO             |
| 13. \$ NONE   |                 | PAID TO             |
| 14. \$ NONE   |                 | PAID TO             |
| 15. \$ 59.00  | Tax Service Fee | PAID TO ZC Sterling |

SEE NEXT PAGE FOR IMPORTANT INFORMATION

## ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

**DESCRIPTION OF ARBITRATION.** Arbitration is a method of resolving claims and disputes between parties without having to file a lawsuit in court. It is a process in which both sides present their case to a neutral third person—the arbitrator—instead of a judge or jury, to resolve the dispute. **TO THE FULLEST EXTENT PERMITTED BY LAW, BY SIGNING THIS AGREEMENT, BOTH LENDER AND I ARE VOLUNTARILY WAIVING ANY RIGHT TO A JURY TRIAL OR JUDGE TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT ("this Arbitration Agreement").**

**CLAIMS AND DISPUTES COVERED.** Except for those claims mentioned below under the heading "MATTERS NOT COVERED BY ARBITRATION," Lender and I agree that either party may elect to resolve by BINDING ARBITRATION all claims and disputes between us ("Covered Claims"). This includes, but is not limited to, all claims and disputes arising out of, in connection with, or relating to:

My loan from Lender today; any previous loan from Lender and any previous retail credit agreement ("Retail Contract") whether open or closed-end, assigned to Lender; all documents, promotions, advertising, actions, or omissions relating to this or any previous loan or Retail Contract made by or assigned to Lender; any insurance product, service contract, or warranty purchased in connection with this or any previous loan or Retail Contract made by or assigned to Lender; any product or service offered to Lender's customers with any assistance or involvement by Lender; whether the claim or dispute must be arbitrated; the validity and enforceability of this Arbitration Agreement and the Agreement, my understanding of them, or any defenses as to the validity and enforceability of the Agreement and this Arbitration Agreement; any negotiations between Lender and me; the closing, servicing, collecting, or enforcement of any transaction covered by this Agreement; any allegation of fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance, or rule; any claim based on state or federal property laws; any claim based on the improper disclosure of any information protected under state or federal consumer privacy laws; any claim or dispute based on any alleged tort (wrong), including intentional torts; and any claim for injunctive, declaratory, or equitable relief.

**COVERED CLAIMS AGAINST THIRD PARTIES.** This Arbitration Agreement also covers any claim or dispute between me and any of Lender's employees, officers, agents, or directors; any of its affiliate corporations; any entities which provided insurance in connection with this or any previous transactions between me and Lender, any third parties that assigned Retail Contracts or other agreements to Lender; and any of the employees, officers, agents, or directors of such affiliates or third parties. Affiliate corporations are Lender's parent corporations, subsidiary corporations, and sister corporations. Some of Lender's affiliates are American General Finance Corporation, American General Financial Services, Inc., Merit Life Insurance Co., and Yosemite Insurance Company. In addition, if Lender becomes a party in any lawsuit that I have with any third party, whether through intervention by Lender or by motion made by me or any third party, all claims in that lawsuit between me and the third party will be subject to binding arbitration under this Agreement, provided that the third party is required to agree to resolve such claims by arbitration.

**MATTERS NOT COVERED BY ARBITRATION.** I agree that Lender does not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin, or foreclosure, but instead may proceed in court for those judicial remedies (an "Excluded Collateral Lawsuit"). I may assert in court any defenses I may have to Lender's claims in such a lawsuit, but any claim or counter claim for rescission or damages I may have arising out of, relating to, or in connection with Lender's exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either Lender or I also have the option to bring a lawsuit in court to seek to recover an amount which does not exceed the total sum of \$5,000.00 (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. An Excluded Damages Lawsuit can be brought to recover money for myself or Lender only, not for any class or group of persons having similar claims. If such an Excluded Damages Lawsuit is filed by me or Lender, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than \$5,000, then that claim, counterclaim, cross-claim, or third party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither I nor Lender shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies of garnishment, repossession, replevin, or foreclosure or by having filed any claims in court seeking to recover a total sum of \$5,000.00 or less.

### **ARBITRATION RULES AND PROCEDURES.**

**A. ARBITRATION FORUM AND RULES.** The arbitration will be conducted under the rules and procedures of the National Arbitration Forum ("NAF") that are in effect at the time arbitration is started and under the rules set forth in this Arbitration Agreement. At my request, Lender will provide me a copy of the NAF Rules. If I lose my copy, Lender will give me another one if I ask for it. I may also obtain a copy of those rules by calling NAF at 1-800-474-2371 or by reviewing NAF's web-site at [www.arb-forum.com](http://www.arb-forum.com). In the event that NAF is either unable, unwilling, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the NAF for good cause, then Lender and I agree to submit all disputes to the American Arbitration Association ("AAA") for proceedings conducted pursuant to the AAA's Commercial Rules and Expedited Procedures. In the event that AAA is either unable, unwilling, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the AAA for good cause, then Lender and I agree to submit all disputes to JAMS for proceedings conducted under its Financial Services Arbitration Rules and Procedures. If there is a conflict between the rules of the NAF (or the AAA or JAMS) and this Arbitration Agreement, this Arbitration Agreement will govern.

**B. SELECTION OF ARBITRATOR.** NAF maintains lists of approved arbitrators. NAF will provide Lender and me each a list of seven (7) possible arbitrators. Lender and I will each have an opportunity to strike three (3) persons from that list. I will make the first strike, and Lender and I will alternate in making strikes after that. After the last strike, the remaining person shall then serve as arbitrator.

**C. STARTING ARBITRATION.** Before I start arbitration, I agree to write to Lender at the address shown for Lender in this Agreement, unless I have received notice of a new address for Lender, and I agree to give Lender a reasonable opportunity to respond and resolve any errors. In my letter, I will give the following information: my name and account number, a description of my claim or dispute and why I believe Lender has made an error, the dollar amount of my claim or dispute, and a description of any other information I need from Lender. Before Lender starts an arbitration, it must write to me at my billing address; describe its claim or dispute; state the dollar amount of its claim or dispute; and give me a reasonable opportunity to resolve the claim or dispute. If a Covered Claim cannot be resolved in the foregoing manner, either Lender or I can start arbitration. Except as described in Paragraph E below, nothing in this Arbitration Agreement shall limit the arbitrator's ability to enforce any of my rights or impose any remedies available to me under any applicable consumer protection laws or regulations. To start an arbitration, Lender and I agree to follow the rules of the NAF (or, if applicable, the rules of the AAA or JAMS).

**D. COSTS OF ARBITRATION.** The NAF, AAA, and JAMS all charge certain fees in connection with arbitration proceedings they conduct. I may have to bear some of these fees; however, if I am not able to pay such fees or think they are too high, Lender will consider any reasonable request to bear the cost. Lender will also bear any costs. Lender is required to bear by law or the terms of any other agreement with me. Each party will also pay for its own costs, including fees for attorneys, experts, and witnesses, unless otherwise provided by law or by the terms of any other agreement between the parties, to the extent permitted by applicable law.

**E. CONDUCT OF PROCEEDINGS.** In conducting the arbitration proceedings, the arbitrator shall be bound by the Federal Rules of Evidence; however, the federal or any state rules of procedure or discovery shall not bind the arbitrator. The arbitrator's findings, reasoning, decision, and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the loan or other agreement between Lender and me. The arbitrator must abide by all applicable laws protecting the attorney-client privilege, the attorney work product doctrine, or any other applicable privileges.

**SEE REVERSE SIDE FOR ADDITIONAL ARBITRATION TERMS**

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL (con'd)

**F. ENFORCEMENT AND APPEAL OF DECISION.** The decision and judgment of the arbitrator shall be final, binding, and enforceable in any court having jurisdiction over the parties and the dispute; however, for Covered Claims involving more than \$100,000, any party may appeal the award, at its own cost, except as provided by law, to a three-arbitrator panel appointed by the NAF, AAA, or JAMS, as the case may be. That panel will reconsider from the start any aspect of the initial award that either party asserts was incorrectly decided. The decision of the panel shall be by majority vote and shall be final and binding, except as provided below. The arbitrator's (or panel's) findings, decision, and award shall be subject to judicial review on the grounds set forth in 9 U.S.C. § 10, as well as on the grounds that the findings, decision, and award are manifestly inconsistent with the terms of this Arbitration Agreement and any applicable laws or rules.

**G. LIMITATION OF PROCEEDINGS.** Lender and I further agree that the arbitrator will be restricted to resolving only the claims, disputes, or controversies between Lender and me and the other parties covered by this particular Agreement (and not by similar agreements). Arbitration is not available and shall not be conducted on a class-wide basis or consolidated with other claims or demands of other persons. I agree not to participate in a representative capacity or as a member of any class of claimants pertaining to any Covered Claim.

**H. LIMITATION OF ARBITRATOR'S AUTHORITY:** The arbitrator may award punitive damages only under circumstances where a court of competent jurisdiction could award such damages. In awarding any punitive damages, the arbitrator must abide by all applicable state and federal laws regarding the amount of such damages, and the arbitrator must state the precise amount of the punitive damages award. The arbitrator must also conduct a post-award review of any punitive damages, allowing the parties the same procedural rights and using the same standards and guidelines that would apply in a judicial proceeding in the state where the arbitration is conducted. The arbitrator may award injunctive relief that would benefit either Lender or me in connection with resolving a Covered Claim between Lender and me, but the arbitrator may not award injunctive relief for the benefit of other persons or groups of persons who are not named parties to the arbitration proceeding.

**I. LOCATION OF THE ARBITRATION.** The arbitration will take place in the county where I live unless Lender and I agree to another location. If Lender and I agree, all or a portion of the arbitration proceedings can be conducted by telephone conference.

**J. ENFORCEMENT IN COURT.** Nothing in this Arbitration Agreement shall prevent either Lender or me from enforcing all rights under this Arbitration Agreement if a Covered Claim is filed in court.

**K. FORUM SELECTION CLAUSE.** If either Lender or I need to file a lawsuit to enforce this Arbitration Agreement or to pursue claims that either may or may not be arbitrable under this Arbitration Agreement, the exclusive venue for that suit will be a state court located in the county where Lender's office is located or where I sign this Agreement, or in the federal court covering that county, unless the governing law requires suit to be filed in another location. Nothing in this paragraph shall prevent either Lender or me from enforcing its or my rights under this Arbitration Agreement if the Covered Claim is filed in court.

**ADDITIONAL INFORMATION.** I may obtain additional information about arbitration by contacting the National Arbitration Forum, Inc., at P.O. Box 50191, Minneapolis, Minnesota 55405. (800-474-2371 (Telephone)). (651-631-0802 (Fax)). [www.arb-forum.com](http://www.arb-forum.com) (e-mail).

**OTHER IMPORTANT AGREEMENTS.** Lender and I agree:

- (a) This Arbitration Agreement does not affect any statute of limitations or claims of privilege recognized at law.
- (b) The loan and insurance transactions between Lender and me and other applicable parties are transactions involving interstate commerce, using funds and other resources from outside the state.
- (c) The Federal Arbitration Act applies to and governs this Agreement. State arbitration laws and procedures shall not apply to this Agreement.
- (d) This Agreement applies to and runs to the benefit of Lender's and my assigns, successors, executors, heirs, and/or representatives.
- (e) If any term of this Arbitration Agreement is unenforceable, the remaining terms are severable and enforceable to the fullest extent permitted by law.
- (f) This Arbitration Agreement supersedes any prior arbitration agreement that may exist between Lender and me and can only be modified in writing signed by the parties.
- (g) This Arbitration Agreement applies even if my loan has been cancelled, changed, modified, refinanced, paid in full, charged off, or discharged or modified in bankruptcy.

**I AGREE TO READ THIS ARBITRATION AGREEMENT CAREFULLY, BECAUSE IT LIMITS CERTAIN OF MY RIGHTS, TO THE EXTENT PERMITTED BY LAW, INCLUDING MY RIGHTS TO BRING A COURT ACTION, TO HAVE A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THIS ARBITRATION AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.**

**SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION**

**ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL (con'd)**

**F. ENFORCEMENT AND APPEAL OF DECISION.** The decision and judgment of the arbitrator shall be final, binding, and enforceable in any court having jurisdiction over the parties and the dispute; however, for Covered Claims involving more than \$100,000, any party may appeal the award, at its own cost, except as provided by law, to a three-arbitrator panel appointed by the NAF, AAA, or JAMS, as the case may be. That panel will reconsider from the start any aspect of the initial award that either party asserts was incorrectly decided. The decision of the panel shall be by majority vote and shall be final and binding, except as provided below. The arbitrator's (or panel's) findings, decision, and award shall be subject to judicial review on the grounds set forth in 9 U.S.C. § 10, as well as on the grounds that the findings, decision, and award are manifestly inconsistent with the terms of this Arbitration Agreement and any applicable laws or rules.

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- (e) If any term of this Arbitration Agreement is unenforceable, the remaining terms are severable and enforceable to the fullest extent permitted by law.
- (f) This Arbitration Agreement supersedes any prior arbitration agreement that may exist between Lender and me and can only be modified in writing signed by the parties.
- (g) This Arbitration Agreement applies even if my loan has been cancelled, changed, modified, refinanced, paid in full, charged off, or discharged or modified in bankruptcy.

**I AGREE TO READ THIS ARBITRATION AGREEMENT CAREFULLY, BECAUSE IT LIMITS CERTAIN OF MY RIGHTS, TO THE EXTENT PERMITTED BY LAW, INCLUDING MY RIGHTS TO BRING A COURT ACTION, TO HAVE A TRIAL BY JURY, AND TO PARTICIPATE IN A CLASS ACTION OR CLASS ARBITRATION. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND RECEIVED A COPY OF THIS ARBITRATION AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS.**

**SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION**

**DATE OF LOAN.** 06/29/04 (the date the Finance Charge is scheduled to begin to accrue).

**CONTRACT RATE.** 7.50 % per year, which is the agreed interest rate. If the "Adjustable Rate Loan" box is checked below, this rate is subject to change as set forth therein.

**PROMISE TO PAY.** For value received, I promise to pay to the order of the Lender all amounts due under this Agreement in accordance with the Payment Schedule set forth in the Truth in Lending Disclosure on page 1 of this Agreement, and with all other terms of this Agreement. If the "Adjustable Rate Loan" box is checked below, the payment amounts set forth in the Payment Schedule may change as set forth in this Agreement.

**ADJUSTABLE RATE LOAN.** If this box is checked, I agree that the agreed interest rate I will pay may change on the Due Date of my third payment and on that same date every three (3) months thereafter ("the Change Date"). If there is no corresponding date in any given month, the Change Date will be the last day of the month. (For example, if my first Change Date is January 31, my next Change Date will be April 30.) Beginning on the first Change Date, my interest rate will be based on an Index. The Index is the highest Prime Rate published in the Wall Street Journal's "Money Rates" table. If this Index should no longer be available, Lender will choose a comparable replacement Index and will inform me of the new Index.

Prior to each Change Date, Lender will calculate the new agreed interest rate by taking the Index as of 60 days prior to the Change Date and adding a margin of .350 percentage points. Lender will round the resulting figure down to the next lowest one-hundredth of one percent. Lender will then determine the new monthly payment amount necessary to repay my loan in full on the due date for the final payment.

My interest rate will never increase or decrease on any single Change Date by more than 1.00 percentage points from the agreed rate of interest in effect immediately preceding the Change Date. Any rate change not implemented as a result of this limitation may be carried over to the next Change Date. My interest rate will never be greater than 12.00 %, and my interest rate will never be lower than 5.00 %.

The new agreed interest rate will be effective as of the Change Date. The new monthly payment will be effective as of the next regularly scheduled due date subsequent to the Change Date. Lender will send me notice of all rate and payment changes as required by law.

**SECURITY AGREEMENT.** If any type of personal property (property other than real estate ("real property")) is disclosed in the "Security" section of the Truth in Lending Disclosures, to secure all amounts due or which become due under this Agreement and my performance of all other terms of this Agreement, I grant Lender a security interest under the Uniform Commercial Code or other applicable law in: (1) the property identified in the "Security" disclosure of the Truth in Lending Disclosures on page 1 of this Agreement; (2) any substitutions or replacements of that property; and (3) the proceeds and products of that property (collectively referred to as the "Collateral"). I also grant Lender a security interest in any unearned premiums from any insurance I have elected and purchased through Lender in connection with this transaction which protects the loan account or collateral (including, but not limited to, voluntary credit and personal property insurance). Lender's security interest shall remain in effect until I have paid in full all amounts due under this Agreement and any modifications, renewals, and extensions thereof. Notwithstanding any other provision of this Agreement, Lender is not granted, and will not have, a nonpurchase money security interest in household goods, to the extent such a security interest would be prohibited by applicable law. I authorize Lender to sign and file financing statements covering the Collateral without my signature. I authorize Lender to file a copy of this Agreement as a financing statement when appropriate. If real property is disclosed in the "Security" section of the Truth in Lending Disclosures, I am signing a mortgage or deed of trust covering the real property at the same time that I am signing this Agreement.

**JOINT BORROWERS.** If more than one Borrower is named above, all Borrowers agree that they are jointly and severally liable and that Lender may enforce this Agreement against all or any of them, but not in a combined amount exceeding the amount due.

**CO-MAKERS (also referred to as CO-SIGNER(S)).** If I am signing this Agreement as a Co-Maker, I understand that I am equally responsible with the Borrower(s). I agree that Lender may pursue me or any Maker if this Agreement is in default. Unless required by law, Lender will not notify me if: (a) this loan is in default; (b) Lender agrees to accept different payment terms; (c) Lender releases any security interest; or (d) Lender releases any Borrower(s) or Maker(s).

**CREDIT INFORMATION.** I authorize Lender to investigate my creditworthiness, including to obtain my credit report at anytime, as permitted by law.

**REQUIRED PROPERTY INSURANCE.** I agree to insure any automobiles, all terrain vehicles, snowmobiles, watercraft, other titled vehicles, large equipment, and dwellings and other structures attached to real property ("Property"), in which I have granted Lender an interest to secure my loan, against all risks of physical damage, including loss by fire and other hazards, for the term of the loan, in amounts and with deductibles approved by Lender ("Required Insurance"). Required Insurance must: (1) be issued by an insurer and have terms and conditions satisfactory to Lender, (2) name Lender as loss payee or mortgagee, (3) not permit the addition of any other loss payee or mortgagee to the insurance policy unless Lender consents in writing, (4) provide that such insurance will not be canceled or modified without at least 15 days prior written notice to the loss payee or mortgagee, and (5) not include any disclaimer of the insurer's liability for failure to give such notice. I may purchase Required Insurance from whomever is acceptable to Lender or provide existing coverage through any insurance company or agent of my choice that is acceptable to Lender. Lender does not sell Required Insurance. I agree to provide to Lender satisfactory proof of Required Insurance. I agree to keep Required Insurance in force until all amounts I owe Lender under this Agreement are paid in full. In the event of damage to or loss of the Property, I agree to give prompt notice to Lender and the insurance carrier. If I fail to promptly notify or make proof of loss to the insurance carrier, Lender may, but is not required to, do so on my behalf. I agree Lender may use any insurance proceeds to reduce any amounts I owe under this Agreement. To the extent permitted by law, I authorize Lender to adjust my losses and sign my name to any check, draft, or other papers necessary to obtain such insurance payments. If insurance proceeds paid to Lender do not pay off all amounts I owe Lender under this Agreement, I remain responsible for payment of the balance of any amounts due under this Agreement.

**LENDER PLACED INSURANCE.** If at any time I fail to buy or keep in force Required Insurance, Lender may, but is not required to, purchase Required Insurance at my expense to protect Lender's interest in the Property. I agree that Required Insurance may, but to the extent permitted by law, need not, protect my interests. The coverage purchased by Lender may not pay any claim I make. I agree that the cost of Required Insurance purchased by Lender may be much more than the cost of Required Insurance I could have obtained on my own, and I agree that the cost of such Required Insurance may, to the extent permitted by law, be added to my loan balance and accrue interest at the Contract Rate. I authorize Lender to release to third parties any information necessary to monitor the status of Required Insurance on my Property and to purchase Required Insurance required by this Agreement.

**VOLUNTARY CREDIT INSURANCE.** Lender's affiliate may provide the credit insurance that I voluntarily select. Lender and/or its affiliates expect to profit from my purchase of voluntary credit insurance, and I consent to this.

**ASSIGNMENT OF UNEARNED INSURANCE PREMIUMS AND POLICY PROCEEDS.** I, where authorized by law, hereby assign to Lender any moneys, not in excess of the unpaid balance of indebtedness which this instrument secures, which may become payable under any insurance I have elected and purchased through Lender in connection with this transaction which protects the loan account or collateral (including, but not limited to, voluntary credit and personal property insurance), including return of unearned premiums, and direct any insurance company to make payment directly to Lender to be applied to said unpaid indebtedness and I hereby appoint Lender as my attorney-in-fact to endorse any draft, check or other papers necessary to obtain such insurance payments.

**CORRECTION; RELEASE.** During the term of this Agreement, I agree to cooperate with Lender to: (a) correct any clerical errors that were made in connection with loan documents, (b) obtain the correct amounts due to others, and (c) release all liens upon payment in full. Lender may consider any breach of this requirement as an event of default of this Agreement.

**CANCELLATION.** Prior to the distribution of loan proceeds, Lender may withdraw its approval of or commitment to make this loan if Lender reasonably believes that: (a) there are material omissions or misrepresentations in connection with my credit application; (b) there is a material, adverse change in my creditworthiness; (c) there are additional liens on the right, title, or interest of any collateral to be used for this loan; or (d) a sale or transfer of any right, title, or interest in any collateral to be used for this loan has or will occur that is not agreed to by the Lender.

**SEVERABILITY.** The fact that any provision of this Agreement may prove invalid or unenforceable under any law, rule, or regulation of any federal, state, or local court or governmental entity shall not affect the validity or enforceability of the remaining provisions of this Agreement.

**NO ASSUMPTION.** This Agreement shall not be eligible for assumption by any party without the express written consent of Lender.

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

Initials J.J. MJ

**DEFAULT.** Except as prohibited by law or as limited by other provisions of this Agreement, I will be in default of this Agreement if any one of the following occurs:

- A. I fail to make any payment under this Agreement when due.
- B. I fail to do anything else I have agreed to do in this Agreement.
- C. Any statement or representation I made in my credit application is untrue or incorrect.
- D. I fail to provide Lender with proof of employment, residence, insurance, or repair to credit history within three (3) business days after Lender's written request for this information.
- E. I die, become incompetent, generally fail to pay my debts as they become due, or become the subject of a voluntary or involuntary bankruptcy proceeding.
- F. Any judgment, levy, attachment, writ of garnishment, or other similar order is entered against me or the Collateral.
- G. Any police or governmental agency seizes or impounds the Collateral, if the Collateral consists of personal property, or starts forfeiture proceedings against the Collateral.
- H. If the Collateral consists of personal property, I relocate to another state without giving written notice at least 30 days before relocating.
- I. I sell, lease or otherwise encumber or dispose of the Collateral without Lender's written permission.
- J. Any other event or circumstance occurs that reasonably causes Lender to deem itself insecure or to believe that Lender's prospects for payment or realization upon the Collateral are impaired, unless prohibited by state law.

**(For Kansas residents only)**, Lender believes the preceding events would significantly impair the prospect of payment, performance, or realization of collateral. Except for a default resulting from my failure to make any payment as required by this Agreement, the burden of establishing the prospect of such significant impairment is on the Lender.)

**GENERAL REMEDIES.** If I am in default on this Agreement, Lender has, subject to any requirements of notice or right to cure or similar provisions, all of the remedies permitted by law and this Agreement, including:

- A. Lender may require me to pay Lender immediately, subject to any rebates required by law, the remaining unpaid balance of the Amount Financed, finance charges, and all other agreed charges. These amounts will accrue finance charges from the date I am required to pay Lender at the Contract Rate or lesser rate as required by applicable law, until paid in full.
- B. Lender may pay taxes, assessments, or other liens, or make repairs to the Collateral if I have not done so, but Lender is not required to do so. Upon payment by Lender, these amounts will be due immediately and will accrue finance charges from the date paid at the Contract Rate until repaid in full to Lender.
- C. If the Collateral consists of personal property, Lender may require me to make the Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and me.
- D. If the Collateral consists of personal property, Lender may immediately immobilize, disable, or take possession of the Collateral by legal process or self help, but in doing so Lender may not breach the peace or unlawfully enter onto my premises. Lender may then sell the Collateral and apply what Lender receives, as provided by law, to Lender's actual and reasonable expenses.
- E. Except when prohibited by law, I am responsible for any deficiency if the proceeds from the sale of the Collateral do not cover what I owe Lender, and Lender may sue me for those additional amounts.
- F. If the Collateral consists of real property, Lender may begin foreclosure proceedings as described in the mortgage or deed of trust granting Lender a security interest in the Collateral.
- G. Lender has the right, but not the obligation, to cancel or request termination of any voluntary credit or personal property insurance in the event of default and I hereby appoint Lender as my attorney-in-fact to cancel any such insurance in the event of default, subject to any applicable restrictions under state law. Return of any unearned premium as a result of such request for termination or cancellation will be credited to my loan account.
- H. Lender may accept late payments or partial payments even though marked "Payment in Full" (or similar language) without losing any of its rights under this Agreement, to the extent permitted by law.

By choosing any one or more of these remedies, Lender does not waive its right later to elect another remedy. By deciding not to use any remedy, Lender does not give up its right to consider it an event of default if it happens again. Lender's rights are hereunder cumulative, not exclusive.

I agree that, if any notice is required to be given to me of an intended sale or transfer of the Collateral if it is personal property, notice is reasonable if mailed to my last known address, as reflected in Lender's records, at least ten (10) days before the date of the intended sale or transfer, or such other period of time as is required by law.

I agree that, subject to my right to recover such property, Lender may take possession of personal property left in or on the Collateral securing this Agreement and taken into possession as provided above.

**WAIVER.** Unless law or this Agreement provide otherwise, I hereby waive presentment, notice and protest, and all other demands and notices in connection with the delivery, acceptance, performance, default, or endorsement of this Agreement and all suretyship defenses generally to the extent permitted by applicable law.

**NOTICES.** If required by law, Lender will provide me with notices under this Agreement, if mailed, to my last known address as reflected in Lender's records, including, but not limited to, notices of default, right to cure, and purchase of Required Insurance.

**DELAY IN ENFORCEMENT.** Lender may delay enforcing any of its rights under this Agreement without losing them.

**SAVINGS CLAUSE.** All agreements between me and Lender are expressly limited so that any interest, finance charges, loan charges, or other fees collected or to be collected from me or any person executing this Agreement shall not exceed, in the aggregate, the highest amount allowed by applicable law. If a law that applies to this Agreement and my loan is finally interpreted so that the interest, finance charges, loan charges, or other fees collected, or to be collected, in connection with this loan exceed the permitted limits, then: (a) any such interest, finance charges, loan charges, or other fees shall be reduced to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded. Lender may choose to make this refund by reducing the Principal, as defined below, that I owe under this Agreement or making a direct payment to me. To the extent permitted by law, my acceptance of any such refund shall constitute a waiver of any right of action I might have arising out of such overcharge.

The following notice applies if the proceeds of this loan will be applied in whole or substantial part to a purchase of goods from a seller who either refers consumers to the Lender or who is affiliated with the Lender by common control, contract, or business arrangement:

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION

**DEFAULT.** Except as prohibited by law or permitted by other provisions of this Agreement, I will be in default of this Agreement if any one of the following occurs:

- A. I fail to make any payment under this Agreement when due.
- B. I fail to do anything else I have agreed to do in this Agreement.
- C. Any statement or representation I made in my credit application is untrue or incorrect.
- D. I fail to provide Lender with proof of employment, residence, insurance, or repair to credit history within three (3) business days after Lender's written request for this information.
- E. I die, become incompetent, generally fail to pay my debts as they become due, or become the subject of a voluntary or involuntary bankruptcy proceeding.
- F. Any judgment, levy, attachment, writ of garnishment, or other similar order is entered against me or the Collateral.
- G. Any police or governmental agency seizes or impounds the Collateral, if the Collateral consists of personal property, or starts forfeiture proceedings against the Collateral.
- H. If the Collateral consists of personal property, I relocate to another state without giving written notice at least 30 days before relocating.
- I. I sell, lease or otherwise encumber or dispose of the Collateral without Lender's written permission.
- J. Any other event or circumstance occurs that reasonably causes Lender to deem itself insecure or to believe that Lender's prospects for payment or realization upon the Collateral are impaired, unless prohibited by state law.

(For Kansas residents only, Lender believes the preceding events would significantly impair the prospect of payment, performance, or realization of collateral. Except for a default resulting from my failure to make any payment as required by this Agreement, the burden of establishing the prospect of such significant impairment is on the Lender.)

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- A. Lender may require me to pay Lender immediately, subject to any rebates required by law, the remaining unpaid balance of the Amount Financed, finance charges, and all other agreed charges. These amounts will accrue finance charges from the date I am required to pay Lender at the Contract Rate or lesser rate as required by applicable law, until paid in full.
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- E. Except when prohibited by law, I am responsible for any deficiency if the proceeds from the sale of the Collateral do not cover what I owe Lender, and Lender may sue me for those additional amounts.
- F. If the Collateral consists of real property, Lender may begin foreclosure proceedings as described in the mortgage or deed of trust granting Lender a security interest in the Collateral.
- G. Lender has the right, but not the obligation, to cancel or request termination of any voluntary credit or personal property insurance in the event of default and I hereby appoint Lender as my attorney-in-fact to cancel any such insurance in the event of default, subject to any applicable restrictions under state law. Return of any unearned premium as a result of such request for termination or cancellation will be credited to my loan account.
- H. Lender may accept late payments or partial payments even though marked "Payment in Full" (or similar language) without losing any of its rights under this Agreement, to the extent permitted by law.

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I agree that, if any notice is required to be given to me of an intended sale or transfer of the Collateral if it is personal property, notice is reasonable if mailed to my last known address, as reflected in Lender's records, at least ten (10) days before the date of the intended sale or transfer, or such other period of time as is required by law.

I agree that, subject to my right to recover such property, Lender may take possession of personal property left in or on the Collateral securing this Agreement and taken into possession as provided above.

**WAIVER.** Unless law or this Agreement provide otherwise, I hereby waive presentation, notice and protest, and all other demands and notices in connection with the delivery, acceptance, performance, default, or endorsement of this Agreement and all suretyship defenses generally to the extent permitted by applicable law.

**NOTICES.** If required by law, Lender will provide me with notices under this Agreement, if mailed, to my last known address as reflected in Lender's records, including, but not limited to, notices of default, right to cure, and purchase of Required Insurance.

**DELAY IN ENFORCEMENT.** Lender may delay enforcing any of its rights under this Agreement without losing them.

**SAVINGS CLAUSE.** All agreements between me and Lender are expressly limited so that any interest, finance charges, loan charges, or other fees collected or to be collected from me or any person executing this Agreement shall not exceed, in the aggregate, the highest amount allowed by applicable law. If a law that applies to this Agreement and my loan is finally interpreted so that the interest, finance charges, loan charges, or other fees collected, or to be collected, in connection with this loan exceed the permitted limits, then: (a) any such interest, finance charges, loan charges, or other fees shall be reduced to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded. Lender may choose to make this refund by reducing the Principal, as defined below, that I owe under this Agreement or making a direct payment to me. To the extent permitted by law, my acceptance of any such refund shall constitute a waiver of any right of action I might have arising out of such overcharge.

The following notice applies if the proceeds of this loan will be applied in whole or substantial part to a purchase of goods from a seller who either refers consumers to the Lender or who is affiliated with the Lender by common control, contract, or business arrangement:

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

SEE FOLLOWING PAGE FOR ADDITIONAL INFORMATION

**INTEREST BEARING LOAN.** I agree to pay to the order of the Lender, Principal, plus interest ("finance charges") on the daily unpaid Principal balance computed at the Contract Rate, in the amounts and on or before the dates set forth in the Payment Schedule in the Truth in Lending Disclosures on page 1 hereof, plus all other fees, charges, and other amounts due under this Agreement, at Lender's address set forth in this Agreement, unless otherwise notified, until paid in full. If the "Adjustable Rate Loan" box is checked above, the Contract Rate and the monthly payment amounts may change as set forth therein. If I have not purchased credit insurance or have purchased single premium credit insurance, all payments will be applied in the following order to: (a) other charges provided for in this Agreement or otherwise allowed by law, and late charges; (b) interest; and (c) unpaid Principal. If I have purchased credit insurance that is billed on a monthly basis, all payments will be applied in the following order to: (a) other charges provided for in this Agreement or otherwise allowed by law, and late charges; (b) any past due credit insurance premiums billed on a monthly basis; (c) any past due loan payment(s); (d) currently due credit insurance premiums that are billed on a monthly basis; and (e) currently due loan payment. When applying payments to past and currently due loan payments, monies will be applied first to accrued interest with the remainder, if any, being applied to unpaid Principal. Because interest on my loan is earned daily, early payments will decrease the amount I owe, and late payments will increase that amount. The Payment Schedule assumes that I will make each payment on the day it is due; therefore, my final payment will be adjusted as appropriate to reflect any variation in the actual dates my payments are received by Lender. If any unpaid amounts remain due to Lender after my final scheduled payment due date, I agree to pay interest on these unpaid amounts, computed at the Contract Rate, until paid in full.

**PRINCIPAL.** Principal is the total of the Amount Financed, plus any Prepaid Finance Charges that I have financed.

**BALLOON PAYMENT.** If checked, my last scheduled payment is larger than my regular scheduled payments ("Balloon Payment"). I agree that, unless Lender has agreed to refinance my Balloon Payment, I must pay the full amount of my Balloon Payment from my own resources or by refinancing my loan with another lender on or before the due date of my Balloon Payment.

**PREPAYMENT REFUND.** I may prepay all or any part of my loan at any time, subject to the payment of the penalty (if any) described below. The Prepaid Finance Charges are deemed by the parties to be fully earned on the Date of Loan and are not refundable, to the extent permitted by applicable law.

**PREPAYMENT PENALTY.**

If checked, there will be no prepayment penalty.

If checked, this loan is secured by a mortgage on real property, and Lender may charge and I agree to pay a prepayment penalty equal to 6 months interest, computed at the Contract Rate on the Prepayment Amount (which is the amount of Principal that I prepay in any twelve (12) month period (determined at the end of such period) that exceeds 20% of the original Principal), within the first 60 months after the Date of Agreement. There will be no prepayment penalty if: (a) this loan is refinanced or consolidated by Lender or its affiliate; (b) this loan is prepaid with insurance proceeds; (c) this loan is prepaid as a result of lawsuit, foreclosure, or acceleration; (d) Lender disapproves a request for assumption and exercises its rights under a due on sale clause, and imposition of the prepayment penalty is prohibited by applicable law; or (e) this loan is prepaid more than 60 months after the Date of Agreement.

**LATE CHARGE.** I agree to pay any late charge described in the Truth in Lending Disclosure herein.

**DISHONORED CHECK CHARGE.** If my check or other instrument given to Lender is returned unpaid for any reason, I agree to pay a dishonored check charge of \$20.00 or such higher amount allowed by Fla. Stat. Ann. § 68.065.

**DEFAULT COSTS.** In the event of default, I agree to pay Lender's: (a) court costs, (b) reasonable attorney's fees, and (c) costs to realize on any security interest, each if and to the extent permitted by applicable law. If judgment is entered against me, I agree that my disposable earnings may be attached or garnished as allowed by state and federal law.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida, except as preempted by federal law.

**PLEASE SEE IMPORTANT INFORMATION ON REVERSE**

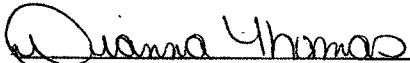
**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with regard to the subject matter hereof, and no party hereto has relied upon any representations except such as are specifically set forth herein. This Agreement cannot be modified in any respect except by an amendment in writing signed by the parties. All notices under this Agreement shall be in writing and directed to the parties at the addresses shown at the beginning of this Agreement or to such other address as a party may specify by notice given in accordance with this paragraph.

IF I DEFAULT AND THIS LOAN IS SECURED BY A MORTGAGE ON MY HOME, I MAY LOSE MY HOME.

BY SIGNING BELOW, I SIGNIFY THAT I HAVE READ, UNDERSTOOD, AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT THAT PROVIDES, AMONG OTHER THINGS, THAT EITHER LENDER OR I MAY REQUIRE THAT CERTAIN DISPUTES BETWEEN US BE SUBMITTED TO BINDING ARBITRATION. IF LENDER OR I ELECT TO USE ARBITRATION, WE AGREE THAT WE WILL HAVE THEREBY WAIVED OUR RIGHTS TO TRIAL BY JURY OR JUDGE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THAT THE DISPUTE WILL BE DECIDED BY AN ARBITRATOR, AND THAT THE DECISION OF THE ARBITRATOR WILL BE FINAL. ARBITRATION WILL BE CONDUCTED PURSUANT TO THE RULES OF THE NATIONAL ARBITRATION FORUM, EXCEPT AS OTHERWISE PROVIDED IN THE ARBITRATION AGREEMENT.

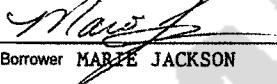
UNARBT (8-12-01)

I agree that, on or before the date on page 1 hereof ("the Date of Agreement"), I have received and read a fully completed, legible copy of this Agreement, the Truth in Lending Insurance Disclosures, the Privacy Notice, the Personal Property Appraisal Form (if applicable), and two copies of a Notice of Right to Cancel (if applicable) and agree to be bound thereby.

  
Witness

Witness

  
x \_\_\_\_\_ L.S.  
Borrower TOMMY JACKSON

  
x \_\_\_\_\_ L.S.  
Co-Borrower MARIE JACKSON

x \_\_\_\_\_ L.S.  
Co-Maker

Print Name: \_\_\_\_\_

x \_\_\_\_\_ L.S.  
Co-Maker

Print Name: \_\_\_\_\_

**INTEREST BEARING LOAN.** I agree to pay to the order of the Lender, Principal, plus interest ("finance charges") on the daily unpaid Principal balance computed at the Contract Rate, in the amounts and on or before the dates set forth in the Payment Schedule in the Truth in Lending Disclosures on page 1 hereof, plus all other fees, charges, and other amounts due under this Agreement, at Lender's address set forth in this Agreement, unless otherwise notified, until paid in full. If the "Adjustable Rate Loan" box is checked above, the Contract Rate and the monthly payment amounts may change as set forth therein. If I have not purchased credit insurance or have purchased single premium credit insurance, all payments will be applied in the following order to: (a) other charges provided for in this Agreement or otherwise allowed by law, and late charges; (b) interest; and (c) unpaid Principal. If I have purchased credit insurance that is billed on a monthly basis, all payments will be applied in the following order to: (a) other charges provided for in this Agreement or otherwise allowed by law, and late charges; (b) any past due credit insurance premiums billed on a monthly basis; (c) any past due loan payment(s); (d) currently due credit insurance premiums that are billed on a monthly basis; and (e) currently due loan payment. When applying payments to past and currently due loan payments, monies will be applied first to accrued interest with the remainder, if any, being applied to unpaid Principal. Because interest on my loan is earned daily, early payments will decrease the amount I owe, and late payments will increase that amount. The Payment Schedule assumes that I will make each payment on the day it is due; therefore, my final payment will be adjusted as appropriate to reflect any variation in the actual dates my payments are received by Lender. If any unpaid amounts remain due to Lender after my final scheduled payment due date, I agree to pay interest on these unpaid amounts, computed at the Contract Rate, until paid in full.

**PRINCIPAL.** Principal is the total of the Amount Financed, plus any Prepaid Finance Charges that I have financed.

- BALLOON PAYMENT.** If checked, my last scheduled payment is larger than my regular scheduled payments ("Balloon Payment"). I agree that, unless Lender has agreed to refinance my Balloon Payment, I must pay the full amount of my Balloon Payment from my own resources or by refinancing my loan with another lender on or before the due date of my Balloon Payment.

**PREPAYMENT REFUND.** I may prepay all or any part of my loan at any time, subject to the payment of the penalty (if any) described below. The Prepaid Finance Charges are deemed by the parties to be fully earned on the Date of Loan and are not refundable, to the extent permitted by applicable law.

**PREPAYMENT PENALTY.**

- If checked, there will be no prepayment penalty.

If checked, this loan is secured by a mortgage on real property, and Lender may charge and I agree to pay a prepayment penalty equal to 6 months interest, computed at the Contract Rate on the Prepayment Amount (which is the amount of Principal that I prepay in any twelve (12) month period (determined at the end of such period) that exceeds 20% of the original Principal), within the first 60 months after the Date of Agreement. There will be no prepayment penalty if: (a) this loan is refinanced or consolidated by Lender or its affiliate; (b) this loan is prepaid with insurance proceeds; (c) this loan is prepaid as a result of lawsuit, foreclosure, or acceleration; (d) Lender disapproves a request for assumption and exercises its rights under a due on sale clause, and imposition of the prepayment penalty is prohibited by applicable law; or (e) this loan is prepaid more than 60 months after the Date of Agreement.

**LATE CHARGE.** I agree to pay any late charge described in the Truth in Lending Disclosure herein.

**DISHONORED CHECK CHARGE.** If my check or other instrument given to Lender is returned unpaid for any reason, I agree to pay a dishonored check charge of \$20.00 or such higher amount allowed by Fla. Stat. Ann. § 68.065.

**DEFAULT COSTS.** In the event of default, I agree to pay Lender's: (a) court costs, (b) reasonable attorney's fees, and (c) costs to realize on any security interest, each if and to the extent permitted by applicable law. If judgment is entered against me, I agree that my disposable earnings may be attached or garnished as allowed by state and federal law.

**GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Florida, except as preempted by federal law.

**PLEASE SEE IMPORTANT INFORMATION ON REVERSE**

**NOTE ALLONGE**

THIS ENDORSEMENT IS INCORPORATED INTO AND SHALL BE DEEMED PART  
OF THE NOTE TO WHICH IT IS ATTACHED.

Borrower 1: TOMMY JACKSON

Borrower 2:

Date of Loan: 6/24/2004

Loan Amount: \$121,795.40

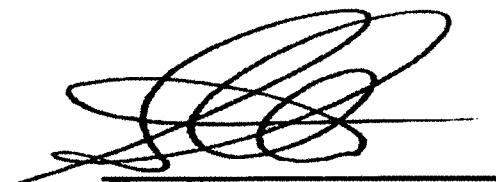
Property Address: 15217 MYRTLE ST

City, State, Zip: DADE CITY, FL 33525

*Pay to the order of:*

Without recourse

SPRINGLEAF HOME EQUITY, INC. F/K/A AMERICAN GENERAL HOME EQUITY, INC.



Stephen L. Day  
Vice President

5/3  
Rept: 799641 Rec: 44.00  
DS: 426.30 IT: 243.59  
07/16/04 *[Signature]*  
Dpty Clerk

JED PITTMAN PASCO COUNTY CLERK  
07/16/04 09:37am 1 of 5  
OR BK 5944 PG 661

(Space above this line for recording data)

If checked, the following is applicable:  
THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS  
\$NONE TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE  
MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

## MORTGAGE

TOMMY JACKSON AND MARIE JACKSON  
(customer) \_\_\_\_\_ the Mortgagor,\* in consideration  
  
AMERICAN GENERAL HOME EQUITY, INC.  
12850 US HWY 301 (our name and full address)  
DADE CITY, FL 33525-5801  
  
of the principal sum specified in the Note/Loan Agreement hereafter described, (herein "Note"), received from \_\_\_\_\_  
the Mortgagee,\* hereby, on 06/24/04, mortgage to the Mortgagor the  
real property in HUSBAND AND WIFE County, Florida, described as:

SEE ATTACHED SCHEDULE "A" FOR 15207 MYRTLE ST. DADE CITY, FL. 33525  
SEE ATTACHED SCHEDULE "B" FOR 15201 MYRTLE ST. DADE CITY, FL. 33525  
SEE ATTACHED SCHEDULE "C" FOR 15217 MYRTLE ST. DADE CITY, FL. 33525

Amount Financed: \$ 121,795.40

as security for the payment of all sums due under that certain Note of even date herewith executed by Mortgagor\* to Mortgagee\* and agree:

1. To make all payments required by that Note and this mortgage promptly when due.
2. To pay all taxes, assessments, liens and encumbrances on that property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest thereon from the date of payment at the same rate as specified in that Note, shall also be secured by this mortgage.
3. To keep all buildings now or hereafter on that land insured against damage by fire and extended coverage, vandalism and malicious mischief in an amount sufficient to comply with any co-insurance clause, by an insurer satisfactory to the Mortgagee, the insurance policy to be held by and payable to the Mortgagee. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the same rate as specified in that Note, shall also be secured by this mortgage. If any sum becomes payable under such policy, the Mortgagee may apply it to the indebtedness secured by this mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this mortgage.
4. To commit, permit, or suffer no waste, impairment, or deterioration of the mortgaged property.
5. To pay all expenses reasonably incurred by the Mortgagee because of the failure of the Mortgagor to comply with the agreements in that Note or this mortgage, including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the same rate as specified in that Note, shall also be secured by this mortgage.

This instrument was prepared by: AMERICAN GENERAL HOME EQUITY, INC.  
12850 US HWY 301  
DADE CITY, FL 33525-5801

R

6. If any payment provided for in that Note is not paid within ten days after it becomes due, or if any agreement in this mortgage other than the agreement to make the payments is breached, the entire unpaid balance of that Note shall immediately become due at the option of the Mortgagee and in accordance with the terms of said Note and the Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.

7. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction thereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.

8. If this mortgage is subject and subordinate to another mortgage, it is hereby expressly agreed that should any default be made in the payment of any installment of principal or of interest on said prior mortgage, the holder of this mortgage may pay such installment of principal or such interest and the amount so paid with legal interest thereon from the time of such payment may be added to the indebtedness secured by this mortgage and the accompanying Note shall be deemed to be secured by this mortgage, and it is further expressly agreed that in the event of such default or should any suit be commenced to foreclose said prior mortgage then the amount secured by this mortgage and the accompanying Note shall become and be due and payable at any time thereafter at the sole option of the owner or holder of this mortgage.

9. If not prohibited by law or regulation, this mortgage and all sums hereby secured shall become due and payable at the option of the mortgagee and without notice to mortgagor forthwith upon the conveyance of mortgagor's title to all or any portion of said mortgaged property and premises, or upon the vesting of such title in any manner in persons or entities other than, or with, mortgagor unless the purchaser or transferee assumes the indebtedness secured hereby with the consent of the mortgagee.

If checked and the term of the obligation secured by this mortgage is 60 months or more, the following is applicable:

THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$NONE TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Signed in the presence of:

ANGELA GERAGHTY

Print or type name

ANGELLA SIMMONS

Print or type name

(Seal)

TOMMY JACKSON

Print or type name

(Seal)

MARIE JACKSON

Print or type name

STATE OF FLORIDA:

COUNTY OF PASCO:

I hereby certify that on this day, before me, a Notary Public duly authorized in the state and county named above to take acknowledgements, personally appeared TOMMY JACKSON AND MARIE JACKSON

person(s) described as Mortgagor(s) in and who executed the foregoing mortgage, and acknowledged before me that said person(s) executed the same.

Witness my hand and official seal in the county and state named above this 24th day of June 2004

NOTARY PUBLIC, State of Florida at large

Notary Signature

DIANNA MARIE THOMAS  
Notary Public, State Of Florida  
My Comm. Expires 12/20/06  
Commission No. # DD 171522

My commission expires 12/20/06

DIANNA MARIE THOMAS

Print or Type Name

STATE OF FLORIDA:

COUNTY OF HUSBAND AND WIFE:

This instrument filed and recorded \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ in O.R.  
Book \_\_\_\_\_ on page \_\_\_\_\_ record verified \_\_\_\_\_, Clerk of the Circuit  
Court.

By: \_\_\_\_\_ D.C.

"Mortgagor" and "Mortgagee" are used for singular and plural as context requires.

OR BK 5944 PG 663  
3 of 5

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF PASCO AND THE STATE OF FLORIDA IN DEED BOOK 4767 AT PAGE 289 AND DESCRIBED AS FOLLOWS:

THE NORTH 242.67 FEET, MORE OR LESS OF THE WEST 448.75 FEET OF THE SE 1/4 OF THE SE 1/4, SECTION 21, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALSO THE EAST 25 FEET OF THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 24 SOUTH, RANGE 21 EAST, FROM THIS POINT RUN SOUTH 485.35 FEET; THENCE EAST 448.75 FEET; THENCE NORTH 485.35 FEET; THENCE WEST 448.75 FEET TO POINT OF BEGINNING.

UNOFFICIAL  
DOCUMENT

(B)

DESCRIPTION

THE NORTH 242.67 FEET, MORE OR LESS OF THE WEST 448.75 FEET OF  
THE SE 1/4, OF THE SE 1/4, SECTION 21, TOWNSHIP 24 SOUTH, RANGE  
21 EAST, ALSO THE EAST 25 FEET OF THE SOUTH HALF OF THE  
FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE NW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION  
21, TOWNSHIP 24 SOUTH, RANGE 21 EAST, FROM THIS POINT RUN SOUTH  
485.35 FEET; THENCE EAST 448.75 FEET; THENCE NORTH 485.35 FEET;  
THENCE WEST 448.75 FEET TO POINT OF BEGINNING.

OR BK 5944 PG 664  
4 of 5

UNOFFICIAL  
DOCUMENT

OR BK 5944 PG 665  
5 of 5

(C)

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF PASCO AND THE STATE OF FLORIDA IN DEED BOOK 3808 AT PAGE 1930 AND DESCRIBED AS FOLLOWS:

PARCEL I: THE NORTH 81.67 FT., OF THE WEST 170 FT. OF THE SE 1/4 OF THE SE 1/4 OF SEC. 21, TOWNSHIP 24 S., RANGE 21 E., PASCO COUNTY, FLORIDA.

PARCEL II: THE SOUTH 61.0 FT OF THE NORTH 142.67 FT. OF THE WEST 200 FT. OF THE SE 1/4 OF THE SE 1/4 OF SEC. 21, TOWNSHIP 24 S., RANGE 21 E. PASCO COUNTY, FLORIDA.

S/H

✓  
Rept:1400272 Rec: 69.50  
DS: 0.00 IT: 0.00  
11/21/11 D. Bonilla, Dpty Clerk

8  
PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
11/21/11 12:52pm 1 of 8  
OR BK 8624 PG 2858

WHEN RECORDED MAIL TO:

R Springleaf Home Equity, Inc.  
7864 Gall Blvd.  
Zephyrhills, FL 33541

This instrument was prepared by  
Dianna Thomas

[Space above This Line for Recording Data]

**LOAN MODIFICATION AGREEMENT**  
(For Modifying Closed End Mortgage Loans)

This Loan Modification Agreement ("Agreement"), made and effective this 18 day of  
November, 2011, by and between  
Marie Jackson ("Borrower") and

Springleaf Home Equity, Inc. F/K/A American General Home Equity, Inc.

("Lender"), modifies, amends, and supplements (to the extent this Agreement is inconsistent with their terms):  
(1) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument"), and the Rider(s), if any, dated the 24 day of June, 2004, and recorded in Book or Liber 5944, at page(s) 661, of the Public Records of Pasco and

(2) the Loan Agreement ("Note") to Lender, dated the 24 day of June, 2004, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", in the original principal balance of U.S. \$ 121,795.40, located at:  
15207 Myrtle St. Dade City, Fl. 33525, 15201 Myrtle St. Dade City, Fl. 33525, 15217 Myrtle St. Dade City, Fl. 33525

(Property Address)

This agreement also supercedes and replaces any prior loan modification agreement(s) between Lender and Borrower as of the effective date of this Agreement.

And, if this document is to be recorded, the real property described is set forth as follows:  
See Attached Legal Descriptions

Terms not defined in this Agreement are as defined in the Note and/or Security Instrument.

As of the Modification Effective Date, the amount of the principal balance payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be \$ 108,554.23, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, if permitted by law.

In consideration of the mutual promises and agreements contained herein, Borrower and Lender (together the "Parties") agree that beginning on the Modification Effective Date, and after both Parties have executed this Agreement, (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The interest rate on the Unpaid Principal Balance will begin to accrue as of the date of this Agreement at 5.00 %. \$ 0.00 of the Unpaid Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The Unpaid Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 108,554.23. The unpaid and deferred interest that has not been capitalized (the "Deferred Interest") will be \$ 0.00. \*Assuming no additional sums are advanced under the Note and assuming that all monthly payments are made in full and on time, my payment schedule, including my monthly payments and interest rate, and my Total Deferred Payment

Amount as defined below, based on the current principal balance, will be:

| Months   | Interest Rate | Interest Rate Change Date | Monthly* Payment | Payment Begins On |
|--|---------------|---------------------------|------------------|-------------------|
| 1 - 36   | 5.00 %        | (Date of Agreement)       | 582.74           | 12/1/11           |
| <i>This is a temporary modification which expires on 11-1-14 at which time terms will revert back to the original terms of note.</i> |               |                           |                  |                   |

Borrower also agrees to pay in full \$ 0.00, which is the sum of (1) the Deferred Principal Balance and (2) Deferred Interest (the "Total Deferred Payment Amount"), plus any other amounts still owed by the earliest of: (i) the date I sell or transfer an interest in the Property, (ii) the date I pay the entire Interest Bearing Principal Balance, or on (iii) the maturity date ("Maturity Date").

2. **Remaining Term:** If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement on the "Maturity Date", those amounts will be immediately due and payable on the Maturity Date by the Borrower.

If checked, the new Maturity Date is the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

3. Place of Payment. Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.
4. 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 the Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

5. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date of this Agreement:
  - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
  - (b) all terms and provisions of any adjustable rate rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
6. Borrower understands and agrees that:
  - (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

- (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
- (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
- (e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

Springleaf Home Equity, Inc.

Name of Lender

By: Diana Thomas  
*mkt 292850*

Allie Merrin 11/18/11  
Witness Signature Date

*Mai Y. Jucker*

(Seal)

Borrower

(Seal)

Borrower

*Cather M. Shelly 11-18-11*

(Seal)

Witness Signature Date

LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF PASCO AND THE STATE OF FLORIDA IN DEED BOOK 4767 AT PAGE 289 AND DESCRIBED AS FOLLOWS:

THE NORTH 242.67 FEET, MORE OR LESS OF THE WEST 448.75 FEET OF THE SE 1/4 OF THE SE 1/4, SECTION 21, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALSO THE EAST 25 FEET OF THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 24 SOUTH, RANGE 21 EAST, FROM THIS POINT RUN SOUTH 485.35 FEET; THENCE EAST 448.75 FEET; THENCE NORTH 485.35 FEET; THENCE WEST 448.75 FEET TO POINT OF BEGINNING.

OR BK 8624 PG 2862  
5 of 8

UNOFFICIAL  
DOCUMENT

(B)

THE NORTH 242.67 FEET, MORE OR LESS OF THE WEST 448.75 FEET OF  
THE SE 1/4, OF THE SE 1/4, SECTION 21, TOWNSHIP 24 SOUTH, RANGE  
21 EAST, ALSO THE EAST 25 FEET OF THE SOUTH HALF OF THE  
FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE NW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION  
21, TOWNSHIP 24 SOUTH, RANGE 21 EAST, FROM THIS POINT RUN SOUTH  
485.35 FEET; THENCE EAST 448.75 FEET; THENCE NORTH 485.35 FEET;  
THENCE WEST 448.75 FEET TO POINT OF BEGINNING.

OR BK **5944** PG **664**  
4 of 5

OR BK **8624** PG **2863**  
6 of 8

UNOFFICIAL  
DOCUMENT

OR BK 5944 PG 665  
5 of 5

OR BK 8624 PG 2864  
7 of 8

(C) ✓  
**LEGAL DESCRIPTION**

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF PASCO AND THE STATE OF FLORIDA IN DEED BOOK 3808 AT PAGE 1930 AND DESCRIBED AS FOLLOWS:

PARCEL I: THE NORTH 81.67 FT., OF THE WEST 170 FT. OF THE SE 1/4 OF THE SE 1/4 OF SEC. 21, TOWNSHIP 24 S., RANGE 21 E., PASCO COUNTY, FLORIDA.

PARCEL II: THE SOUTH 61.0 FT OF THE NORTH 142.67 FT. OF THE WEST 200 FT. OF THE SE 1/4 OF THE SE 1/4 OF SEC. 21, TOWNSHIP 24 S., RANGE 21 E. PASCO COUNTY, FLORIDA.

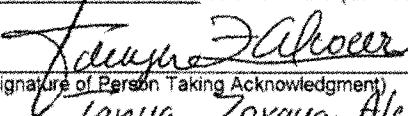
**UNOFFICIAL DOCUMENT**

STATE OF FLORIDA Pasco, County ss:

The foregoing instrument was acknowledged before me this 18 day of November, 2011 by

Diana Thomas who is personally known to me  
or who has produced FL DL. and who did (did not) take an oath.

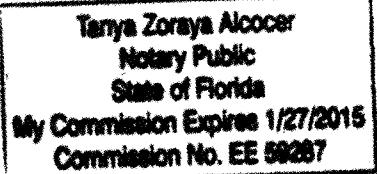
(type of identification)

  
(Signature of Person Taking Acknowledgment)

Tanya Zoraya Alcocer  
(Name of Acknowledger)

Customer Account Specialist.  
(Rank/Title of Acknowledger)

(Serial No. if any)



OR BK **8624** PG **2865**  
8 of 8

**UNOFFICIAL  
DOCUMENT**

RCPT: 1590779 Rec: 78.00  
DS: 0.00 IT: 0.00  
03/24/14 E. Munguia, Dpty Clerk

PAULA S. O'NEIL, PH.D. PASCO CLERK & COMPTROLLER  
03/24/14 02:20pm 1 of 9  
OR BK 9009 PG 2848

WHEN RECORDED MAIL TO:  
SPRINGLEAF HOME EQUITY, INC.

R WINDFAIR PROFESSIONAL CENTER  
2533 WINGGUARD CIR STE 101  
WESLEY CHAPEL, FL 33544-7348

This instrument was prepared by DIANE TAYLOR



[Space above This Line for Recording Data]

### LOAN MODIFICATION AGREEMENT

(For Modifying Non Recourse Closed End Interest Bearing Mortgage Loans)

#### Security Instrument Filing Data

|                       |                                |
|-----------------------|--------------------------------|
| Instrument Dated      | 06/24/2004                     |
| Recorded on           | 07/16/2004                     |
| Office Recorded in    | JED PITTMAN PASCO COUNTY CLERK |
| County                | PASCO COUNTY                   |
| Location              | DADE CITY FLORIDA 33525        |
| Book/Volume/Liber     | 5944                           |
| Page                  | 661                            |
| File                  |                                |
| Doc/Instrument Number | 2004132985                     |

This Loan Modification Agreement ("Agreement"), effective on 05/01/14 (the "Modification Effective Date") by and between \_\_\_\_\_  
MARIE JACKSON \_\_\_\_\_

("Borrower") and SPRINGLEAF HOME EQUITY, INC. ~~Florida American General Home Equity Inc.~~ ("Lender"), modifies, amends, and supplements (to the extent this Agreement is inconsistent with their terms): (1) the Mortgage, Deed of Trust, Deed to Secure Debt, or Security Deed ("Security Instrument"), as set forth herein above, and the Rider(s), if any, and (2) the Loan Agreement ("Note") to Lender, dated 06/24/2004, and secured by the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at:

15207 MYRTLS ST DADE CITY, \_\_\_\_\_

|  |  |  |
|--|--|--|
|  |  |  |
|  |  |  |

If this Agreement is to be recorded, the real property described is set forth as follows:

SEE ATTACHED SCHEDULE "A" FOR 15207 MYRTLE ST. DADE CITY FLORIDA 33525  
 SEE ATTACHED SCHEDULE "B" FOR 15201 MYRTLE ST DADE CITY FLORIDA 33525  
 SEE ATTACHED SCHEDULE "C" FOR 15217 MYRTLE ST DADE CITY FLORIDA 33525

This Agreement also supersedes and replaces any prior loan modification agreement(s) between Lender and Borrower as of the effective date of this Agreement.

Terms not defined in this Agreement are as defined in the Note and/or Security Agreement.

As of the Modification Effective Date, the amount of the principal balance payable under the Note and the Security Instrument (the "Unpaid Principal Balance") will be \$ 110347.66, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized, if permitted by law.

In consideration of the mutual promises and agreements contained herein, Borrower and Lender (together the "Parties") agree that beginning on the Modification Effective Date, and after both Parties have executed this Agreement, (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. The interest rate on the Unpaid Principal Balance will begin to accrue as of the date of this Agreement at 2.63 %. \$ 0.00 of the Unpaid Principal Balance shall be deferred (the "Deferred Principal Balance") and Borrower will not pay interest or make monthly payments on this amount. The Unpaid Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$ 110347.66. The unpaid and deferred interest that has not been capitalized (the "Deferred Interest") will be \$ 0.00. Assuming no additional sums are advanced under the Note and assuming that all monthly payments are made in full and on time, my payment schedule, including my monthly payments and interest rate, based on the current principal balance, will be:

| Months    | Interest Rate | Interest Rate Change Date | Monthly Payment | Estimated Monthly Escrow Payment*   | Total Monthly Payment* (if escrowed)  | Payment Begins On |
|-----------|---------------|---------------------------|-----------------|---|---|-------------------|
| 001 - 036 | 2.63          | 04/01/14                  | 371.86          | 128.70  | 500.56  | 05/01/14          |
| 037 - 480 | 7.89          | 04/01/17                  | 733.52          | May adjust periodically<br>May adjust periodically<br>May adjust periodically | May adjust periodically<br>May adjust periodically<br>May adjust periodically | 05/01/17          |

\*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

2. Remaining Term: If Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement on the maturity date ("Maturity Date"), those amounts will be immediately due and payable on the Maturity Date by the Borrower.  
 The new Maturity Date will be 04/01/54.
3. Place of Payment. Borrower must continue to make the monthly payments in the manner and at such place as Lender may require.

4. **Funds for Escrow Items.** Borrower and Lender expressly covenant and agree, that until all indebtedness owing on said Note and Security Instrument (Hereinafter referred to as "Loan Documents") or any renewal thereof is paid, Borrower will keep all Required Insurance premiums, taxes, governmental assessments, levies, and charges against said premises that could encumber said Real Estate paid as they become due. Borrower's failure to keep such insurance coverage, taxes and charges current, as described in the preceding sentence, may result, at Lender's option, without waiving any of its other rights or remedies and after giving any notice required by law, in Lender paying said insurance, taxes or charges, and the amount so paid, with interest thereon at the rate described in said Loan Documents; will be and become a part of the indebtedness secured by this Agreement. Lender may elect, the law may require, or Borrower may request that Lender maintain an escrow fund for payment of real estate taxes, assessments, insurance premiums, or other obligations that might encumber the Real Estate if not timely paid when due. If so elected, if required by law, or if Borrower's request is granted, Borrower will pay to Lender on the day payments are due under the Loan Documents as amended by this Agreement, until the Loan 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 the Mortgage as a lien or encumbrance on the property that secures Borrower's Note ("Property"); (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under the Loan Documents; (d) mortgage insurance premiums, if any, or any sums payable to Lender in lieu of the payment of mortgage insurance premiums in accordance with the Loan Documents; and (e) any community association dues, fees, and assessments that Lender requires to be escrowed. These items are called "Escrow Items." 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 the Loan Documents, as the phrase "covenant and agreement" is used in the Loan Documents. 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 the Loan Documents and this Agreement and pay such amount and Borrower shall then be obligated to repay to Lender any such amount and interest as allowed by law. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with the Loan Documents, and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this section.

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 the Real Estate Settlement Procedures Act ("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. Lender and Borrower can agree in writing, however, that interest shall be paid on the Funds. Lender shall provide 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 generally in no more than 12 monthly payments, but Lender may in its sole discretion allow Borrower to make up the initial shortage at the time of the execution of this Agreement in no more than 60 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 generally in no more than 12 monthly payments, but Lender may in its sole discretion allow Borrower to make up the initial deficiency at the time of the execution of this Agreement in no more than 60 monthly payments.

Upon payment in full of all sums secured by the Loan Documents, Lender shall promptly refund to Borrower any Funds held by Lender.

5. **Application of Payments.** All payments will be applied in the following order: (a) other charges provided in the Loan Documents or otherwise allowed by law; (b) late charges; (c) any past due credit insurance premiums billed on a monthly basis; (d) any charges for Escrow items due; (e) any past due loan payment(s); (f) currently due credit insurance premiums that are billed on a monthly basis; and (g) currently due loan payments. When applying payments to past and currently due loan payments, monies will be applied first to accrued interest, with the remainder, if any, being applied to unpaid Principal. Because interest on Borrower's loan is earned daily, early payments will decrease the amount Borrower owes, and late payments will increase that amount. The payment schedule assumes that Borrower will make each payment on the day it is due; therefore, Borrower's final payment will be adjusted as appropriate to reflect any variation in the actual dates Borrower's payments are received by the Lender. If any unpaid amounts remain due to Lender after Borrower's final scheduled payment due date, Borrower agrees to pay interest on these unpaid amounts, computed at the interest rate as provided in the Loan Document (or if a loan modification agreement is executed, at the interest rate(s) provided in the loan modification agreement), until paid in full, to the extent permitted by applicable law.
6. 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 the Security Instrument.

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 delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

7. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date of this Agreement:
  - (a) All terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

- (b) All terms and provisions of any adjustable rate rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
8. Borrower understands and agrees that:
- (a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.
  - (b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.
  - (c) Borrower has no right of set-off or counterclaim, or any defense to the obligations of the Note or Security Instrument.
  - (d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.
  - (e)  If checked, I was discharged in a bankruptcy proceeding subsequent to the execution of the Note and Security Instrument. Based on this representation, notwithstanding anything to the contrary in the Agreement, Lender agrees that I will not have personal liability on the Note and Security Instrument pursuant to this Agreement.
  - (f) If Borrower is the subject of a pending Chapter 13 bankruptcy case as of the date of this Agreement, this Agreement does not reflect or address the payment of that portion, if any, of the account balance which was delinquent as of the bankruptcy petition date ("Arrearage"). In addition to the Borrower's obligations under this Agreement, Borrower shall be liable to Lender for payment of any portion of the Arrearage which is not fully paid to Lender in accordance with the terms of Borrower's confirmed bankruptcy Plan or which is not discharged in bankruptcy.
  - (g) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

Except where otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

In Witness Whereof, Lender and Borrower have executed this Agreement.

Spencer Home Equity Inc  
Name of Lender FKA American  
General Home Equity

By: Dave Dufor 774741

Frank Peltz 3/18/14  
Witness Signature Date

Mari Jackson (Seal)  
Borrower  
MARIE JACKSON

Dave Dufor (Seal)  
Borrower  
Witness Signature Date

STATE OF FLORIDA Pasco, County ss:

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of  
March, 2014 by Marie Jackson  
who is personally known to me or who has produced FL DL  
(type of identification)  
and who did (did not) take an oath.

Lisa Cox

(Signature of Person Taking Acknowledgment)

Lisa Cox

(Name of Acknowledger)

(Rank/Title of Acknowledger)

(Serial No. if any)



*(Signature)*  
OR BK 5944 PG 663  
of 5

**LEGAL DESCRIPTION**

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF PASCO AND THE STATE OF FLORIDA IN DEED BOOK 4767 AT PAGE 289 AND DESCRIBED AS FOLLOWS:

THE NORTH 242.67 FEET, MORE OR LESS OF THE WEST 448.75 FEET OF THE SE 1/4 OF THE SE 1/4, SECTION 21, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALSO THE EAST 25 FEET OF THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY: COMMENCE AT THE NW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 24 SOUTH, RANGE 21 EAST, FROM THIS POINT RUN SOUTH 485.35 FEET; THENCE EAST 448.75 FEET; THENCE NORTH 485.35 FEET; THENCE WEST 448.75 FEET TO POINT OF BEGINNING.

OR BK 9009 PG 2854  
7 of 9

**UNOFFICIAL  
DOCUMENT**

(B)

DESCRIPTION

THE NORTH 242.67 FEET, MORE OR LESS OF THE WEST 448.75 FEET OF THE SE 1/4, OF THE SE 1/4, SECTION 21, TOWNSHIP 24 SOUTH, RANGE 21 EAST, ALSO THE EAST 25 FEET OF THE SOUTH HALF OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE NW CORNER OF THE SE 1/4 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 24 SOUTH, RANGE 21 EAST, FROM THIS POINT RUN SOUTH 485.35 FEET; THENCE EAST 448.75 FEET; THENCE NORTH 485.35 FEET; THENCE WEST 448.75 FEET TO POINT OF BEGINNING.

OR BK 5944 PG 664  
4 of 5

OR BK 9009 PG 2855  
8 of 9

UNOFFICIAL  
DOCUMENT

OR BK 5944 PG 665  
5 of 5

(C)  
OR BK 9009 PG 2856  
9 of 9

#### LEGAL DESCRIPTION

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF PASCO AND THE STATE OF FLORIDA IN DEED BOOK 3808 AT PAGE 1930 AND DESCRIBED AS FOLLOWS:

PARCEL I: THE NORTH 81.67 FT., OF THE WEST 170 FT. OF THE SE 1/4 OF THE SE 1/4 OF SEC. 21, TOWNSHIP 24 S., RANGE 21 E., PASCO COUNTY, FLORIDA.

PARCEL II: THE SOUTH 61.0 FT OF THE NORTH 142.67 FT. OF THE WEST 200 FT. OF THE SE 1/4 OF THE SE 1/4 OF SEC. 21, TOWNSHIP 24 S., RANGE 21 E. PASCO COUNTY, FLORIDA.

Rept: 1698130 Rec: 18.50  
DS: 0.00 IT: 0.00  
07/16/2015 eRecording

When Recorded Return To:  
Nationstar Mortgage LLC  
C/O Nationwide Title Clearing, Inc.  
2100 Alt. 19 North  
Palm Harbor, FL 34683

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER  
07/16/2015 10:17 AM 1 of 2  
OR BK 9224 PG 3260

Loan No. [REDACTED]  
Springleaf Loan No. [REDACTED]

### ASSIGNMENT OF MORTGAGE

Regarding this instrument, contact Nationstar Mortgage, LLC, 4000 Horizon Way, Irving, TX 75063, telephone # 972-956-6320, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, SPRINGLEAF HOME EQUITY, INC. F/K/A AMERICAN GENERAL HOME EQUITY, INC., WHOSE ADDRESS IS 601 N.W. SECOND St., EVANSVILLE, IN, 47708, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all heirs, and any rights due or to become due thereon to U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR SPRINGLEAF MORTGAGE LOAN TRUST 2013-2, WHOSE ADDRESS IS C/O 4000 HORIZON WAY, IRVING, TX 75063, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).

Said Mortgage was made by TOMMY JACKSON AND MARIE JACKSON and recorded in Official Records of the Clerk of the Circuit Court of PASCO County, Florida, in Book 5944, Page 661, and/or Instrument # 2004132985, upon the property situated in said State and County as more fully described in said Mortgage.

Modification: DATED DT 03/18/2014 REC DT 03/24/2014 BK 9009 PG 2848 INST 2014044581 Modification: DATED DT 11/18/2011 REC DT 11/21/2011 BK 8624 PG 2858 INST 2011181060.

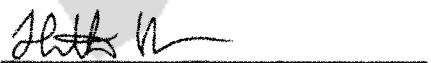
Dated this 14th day of July in the year 2015  
SPRINGLEAF HOME EQUITY, INC. F/K/A AMERICAN GENERAL HOME EQUITY, INC.



JESSICA BARRERES

VICE PRESIDENT

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.



HEATHER NAVARRO

WITNESS



KIMBERLY SAMONTE

WITNESS

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

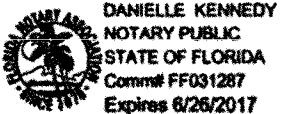
[REDACTED] -- PRIORITY 05/08/2015 DOCR T1415075414 [C-1] EFRMFLI

Loan No [REDACTED]  
Springleaf Loan No [REDACTED]

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me on this 14th day of July in the year 2015, by Jessica Barreses as VICE PRESIDENT of SPRINGLEAF HOME EQUITY, INC. F/K/A AMERICAN GENERAL HOME EQUITY, INC., who, as such VICE PRESIDENT being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

  
\_\_\_\_\_  
DANIELLE KENNEDY - NOTARY PUBLIC  
COMM: EXPIRES 06/26/2017



Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

[REDACTED] -- PRIORITY 05/08/2015 DOCR T1415075414 [C-1] EFRMFL1  
[REDACTED] [REDACTED]

UNOFFICIAL  
DOCUMENT

Recording Requested By:  
NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:

DOCUMENT ADMINISTRATION  
NATIONSTAR MORTGAGE DBA MR. COOPER  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019

**CORPORATE ASSIGNMENT OF MORTGAGE**

Pasco, Florida  
SELLER'S SERVICING # [REDACTED] "JACKSON"

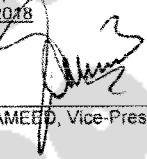
Date of Assignment: July 27th, 2018  
Assignor: U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR SPRINGLEAF MORTGAGE  
LOAN TRUST 2013-2, BY NATIONSTAR MORTGAGE LLC, ITS ATTORNEY-IN-FACT at 8950 CYPRESS  
WATERS BLVD, COPPELL, TX 75019  
Assignee: WILMINGTON SAVINGS FUND SOCIETY AS OWNER TRUSTEE OF MADISON REVOLVING TRUST  
2017 at 401 PLYMOUTH ROAD, PLYMOUTH MEETING, PA 19462  
Executed By: TOMMY JACKSON AND MARIE JACKSON To: AMERICAN GENERAL HOME EQUITY, INC.  
Date of Mortgage: 06/24/2004 Recorded: 07/16/2004 in Book/Reel/Liber: OR 5944 Page/Folio: 661 as instrument  
No.: 2004132985 In the County of Pasco, State of Florida.

Property Address: 15217 MYRTLE ST, DADE CITY, FL 33525

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 \$121,795.40 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.

U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR SPRINGLEAF MORTGAGE LOAN  
TRUST 2013-2, BY NATIONSTAR MORTGAGE LLC, ITS ATTORNEY-IN-FACT  
On July 27th, 2018

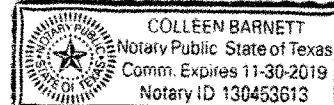
By:   
MOHAMED HAMEED, Vice-President

STATE OF Texas  
COUNTY OF Dallas

On July 27th, 2018, before me, COLLEEN BARNETT, a Notary Public in and for Dallas in the State of Texas, personally appeared MOHAMED HAMEED, Vice-President, personally known to me 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,

  
COLLEEN BARNETT  
Notary Expires: 11/30/2019 #130453613



(This area for notarial seal)

Prepared By: Jacquelynn Rhodes, NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS WATERS BLVD,  
COPPELL, TX 75019 1-888-480-2432

Recording Requested By:  
NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:

DOCUMENT ADMINISTRATION  
NATIONSTAR MORTGAGE DBA MR. COOPER  
8950 CYPRESS WATERS BLVD  
COPPELL, TX 75019

**CORPORATE ASSIGNMENT OF MORTGAGE**

Pasco, Florida  
SELLER'S SERVICING # [REDACTED] "JACKSON"

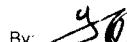
Date of Assignment: June 26th, 2025  
Assignor: WILMINGTON SAVINGS FUND SOCIETY AS OWNER TRUSTEE OF MADISON REVOLVING TRUST 2017, BY NATIONSTAR MORTGAGE LLC, IT'S ATTORNEY-IN-FACT at 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019  
Assignee: WILMINGTON SAVINGS FUND SOCIETY, FSB NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS INDENTURE TRUSTEE FOR THE CIM TRUST 2025-R1 MORTGAGE-BACKED NOTES, SERIES 2025-R1 at 500 DELAWARE AVENUE, 11TH FLOOR, WILMINGTON, DE 19801  
Executed By: TOMMY JACKSON AND MARIE JACKSON To: AMERICAN GENERAL HOME EQUITY, INC.  
Date of Mortgage: 06/24/2004 Recorded: 07/16/2004 in Book/Reel/Liber: OR 5944 Page/Folio: 661 as Instrument No.: 2004132985 In the County of Pasco, State of Florida.

Property Address: 15217 MYRTLE ST. DADE CITY, FL 33525

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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.

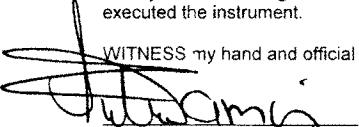
WILMINGTON SAVINGS FUND SOCIETY AS OWNER TRUSTEE OF MADISON REVOLVING TRUST 2017, BY NATIONSTAR MORTGAGE LLC, IT'S ATTORNEY-IN-FACT  
On June 26th, 2025

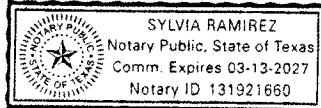
By:   
TSEDALE ALEMU, Vice-President

STATE OF Texas  
COUNTY OF Dallas

On June 26th, 2025, before me, SYLVIA RAMIREZ, a Notary Public in and for Dallas in the State of Texas, personally appeared TSEDALE ALEMU, Vice-President of WILMINGTON SAVINGS FUND SOCIETY AS OWNER TRUSTEE OF MADISON REVOLVING TRUST 2017, BY NATIONSTAR MORTGAGE LLC, IT'S ATTORNEY-IN-FACT, personally known to me 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,

  
SYLVIA RAMIREZ  
Notary Expires: 03/13/2027 #131921660



(This area for notarial seal)

Prepared By: Douglas Keaton, NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 1-888-480-2432