

IN THE CIRCUIT COURT OF THE SIXTH
JUDICIAL CIRCUIT, IN AND FOR PASCO
COUNTY, FLORIDA.

CASE No.

PHH MORTGAGE CORPORATION,
PLAINTIFF,

VS.

THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNORS, CREDITORS AND TRUSTEES OF THE ESTATE OF CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED); UNKNOWN TENANT # 1; UNITED STATES ON BEHALF OF SECRETARY OF HOUSING AND URBAN DEVELOPMENT; BERI ANN LACHANCE A/K/A BERI ANN DURAN; TERRY LEE KURK; TRACIE JUNE CAMPBELL A/K/A TRACI JUNE CAMPBELL; ORLIN JOHN KURK; KYLE RYAN KURK; SHANE MICHAEL KURK; ALICIA M. KURK A/K/A ALICIA MARIE KURK; THE UNKNOWN HEIRS AND BENEFICIARIES OF THE ESTATE OF JERRY DALE KURK (DECEASED); ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER AND AGAINST THE NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS.

DEFENDANT(S).

CIVIL
ACTION

/

**VERIFIED COMPLAINT FOR FORECLOSE OF MORTGAGE
AND FOR REFORMATION OF MORTGAGE**

Plaintiff PHH MORTGAGE CORPORATION, sues Defendant(s) and alleges:

**COUNT I.
MORTGAGE FORECLOSURE**

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

2. The Court has jurisdiction over the subject matter pursuant to Article V, Section 5(b), Florida Constitution, and Section 702.01, Florida Statutes.
3. On or about March 14, 2008, JOHN O. KURK (DECEASED), CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED), executed and delivered an Adjustable Rate Note (Home Equity Conversion), promissory note securing payment to Generation Mortgage Company. A copy of the Note is attached hereto as **Exhibit A**.
4. On or about March 14, 2008 JOHN O. KURK (DECEASED) AND CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED), executed and delivered the Adjustable Rate Home Equity Conversion Mortgage ("HECM" or "Mortgage"), securing the promise to pay the sums due under the note to Generation Mortgage Company. The Mortgage was recorded on April 15, 2008, in Official Records Book 7811, PAGE 1399 of the Public Records of Pasco County, Florida, and encumbered the property described in the Mortgage then owned by and in possession of the Mortgagor, a copy of the Mortgage is attached hereto as **Exhibit B**.
5. The Mortgage of the Plaintiff is a lien superior in dignity to any prior or subsequent right, title, claim, lien or interest arising out of mortgagor(s) or the mortgagor(s)' predecessor(s) in interest.
6. Plaintiff is in possession of the original Note.
7. Plaintiff has standing to enforce its rights and obligations under the Note and Mortgage, including the right to foreclose the Mortgage.
8. Plaintiff declares the full amount payable under the Note and Mortgage to be due, pursuant to the terms of the Mortgage.
9. Grounds for acceleration exist because JOHN O. KURK (DECEASED) AND CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED) failed to perform an obligation under the Mortgage: payment of Insurance. The Secretary of Housing and Urban Development approved this occurrence as grounds for acceleration of the debt on or about May 5, 2025.
10. JOHN O. KURK (DECEASED) and CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED) are now deceased.
11. As of September 30, 2025, Defendant(s) owe Plaintiff \$52,867.08 that is due and owing on principal on the Note and Mortgage plus interest, and title search expenses for ascertaining necessary parties to this action. Additional amounts may accrue hereafter.

12. In order to protect its security, the Plaintiff may have advanced and paid Ad Valorem Taxes, premiums on insurance required by the Mortgage and other necessary costs or may be required to make such advances during the pendency of this action. Any such sum so paid will be due and owing Plaintiff.
13. The property is now owned by Defendant THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNORS, CREDITORS AND TRUSTEES OF THE ESTATE OF CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED) and the record legal title to said mortgaged property is now vested in Defendants(s), THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNORS, CREDITORS AND TRUSTEES OF THE ESTATE OF CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED), if living and if dead, the unknown spouses, heirs and beneficiaries of THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNORS, CREDITORS AND TRUSTEES OF THE ESTATE OF CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED) who hold or holds possession.
14. All conditions precedent to the acceleration of this Note and to foreclose of the Mortgage have been fulfilled and have occurred.
15. Plaintiff is obligated to pay its attorneys a reasonable fee for their legal services. Plaintiff is entitled to recover its attorneys' fees pursuant to the express terms of the note and mortgage.
16. Plaintiff alleges that the claims of the remaining Defendants are secondary, junior, inferior and subject to the prior claim of Plaintiff.
17. Any interest in the property inuring to the Defendant, UNITED STATES ON BEHALF OF SECRETARY OF HOUSING AND URBAN DEVELOPMENT, including, but not limited to the Adjustable Rate Home Equity Conversion Second Mortgage recorded April 15, 2008, in Official Records Book 7811, PAGE 1407 of the Public Records of Pasco County, Florida. A copy is attached hereto as **Exhibit C**.
18. Defendant(s), UNKNOWN TENANT # 1, may claim an interest in the subject property as tenant(s) pursuant to a lease agreement, either written or oral. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
19. Defendant, THE UNKNOWN HEIRS, BENEFICIARIES, DEVISEES, GRANTEES, ASSIGNORS, CREDITORS AND TRUSTEES OF THE ESTATE OF CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED), may claim an

interest in the subject property by virtue of ownership. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.

20. Defendant, BERI ANN LACHANCE A/K/A BERI ANN DURAN, may claim an interest in the subject property as an heir and is hereby joined as a defendant to this action. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
21. Defendant, TERRY LEE KURK, may claim an interest in the subject property as an heir and is hereby joined as a defendant to this action. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
22. Defendant, TRACIE JUNE CAMPBELL A/K/A TRACI JUNE CAMPBELL, may claim an interest in the subject property as an heir and is hereby joined as a defendant to this action. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
23. Defendant, ORLIN JOHN KURK, may claim an interest in the subject property as an heir and is hereby joined as a defendant to this action. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
24. Defendant, KYLE RYAN KURK, may claim an interest in the subject property as an heir and is hereby joined as a defendant to this action. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
25. Defendant, SHANE MICHAEL KURK, may claim an interest in the subject property as an heir and is hereby joined as a defendant to this action. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
26. Defendant, ALICIA M. KURK A/K/A ALICIA MARIE KURK, may claim an interest in the subject property as an heir and is hereby joined as a defendant to this action. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
27. Defendant, THE UNKNOWN HEIRS AND BENEFICIARIES OF THE ESTATE OF JERRY DALE KURK (DECEASED), may claim an interest in the subject property as an heir and is hereby joined as a defendant to this action. Said interest is subject, subordinate, and inferior to the lien of the Mortgage held by Plaintiff.
28. Any and all unknown parties claiming by, through, under, and against the named individual defendant(s) who are not known to be dead or alive, whether said unknown parties may claim an interest as spouse, heirs, devisees, grantees, or other claimants are joined as defendants herein. The claims of said defendants are subordinate, junior, and inferior to the interest of Plaintiff.

WHEREFORE, Plaintiff demands judgment foreclosing the mortgage, for costs (and, when applicable, for attorney's fees); requests that the Court ascertain the amount due to Plaintiff for principal and interest on the Mortgage and Note and for abstracting, taxes, expenses and costs, including attorney's fees, plus interest thereon; that if the sums due Plaintiff under the Mortgage and Note are not paid immediately, the Court foreclose the Mortgage and direct the Clerk of the Court sell the Property securing the indebtedness to satisfy the Plaintiff's Mortgage lien in accordance with the provisions of Florida Statutes §45.031 (2006); that the rights, title and interest of any Defendant, or any party claiming by, through, under or against any Defendant named herein or hereinafter made a Defendant be forever barred and foreclosed; that the Court appoint a receiver of the Property and of the rents, issues, income and profits thereof, or in the alternative, order sequestration of rents, issues, income and profits pursuant to Florida Statutes §697.07 (2006); and that the Court retain jurisdiction of this action to make any and all further orders and judgments as may be necessary and proper, including the issuance of a writ of possession.

COUNT II
REFORMATION OF MORTGAGE

29. Plaintiff re-alleges and incorporates the allegations contained in the paragraphs contained in Count I.
30. This is an action to reform a mortgage.
31. On March 14, 2008, Defendant(s), JOHN O. KURK (DECEASED) AND CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED), executed a Mortgage encumbering property. The Mortgage was recorded on April 15, 2008, in Official Records Book 7811, PAGE 1399 of the Public Records of Pasco County, Florida. A copy of the Mortgage is attached as **Exhibit C**.
32. Due to scrivener's error, the legal description in the Mortgage incorrectly described the property as:

WILLIAMS GROVE ESTATES UNRECORDED PLAT, NORTH 1/2 LOT 20, DESCRIBED AS: COMMENCING AT NORTHEAST CORNER OF SOUTHWEST 1/4 OF SECTION 19; THENCE SOUTH 01 DEGREE 37 MINUTES 03 SECONDS EAST ALONG EAST BOUNDARY OF SAID SOUTHWEST 1/4, 15.00 FEET TO SOUTH RIGHT OF WAY LINE OF CHANCEY ROAD, THENCE NORTH 89 DEGREES 26 MINUTES 58 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE 16.54 FEET TO WEST RIGHT OF WAY LINE

OF MORRIS BRIDGE ROAD, THENCE SOUTH 01 DEGREE 24 MINUTES 33 SECONDS EAST 325.00 FEET, THENCE NORTH 89 DEGREES 26 MINUTES 58 SECONDS WEST 325.00 FEET, THENCE SOUTH 01 DEGREE 24 MINUTES 33 SECONDS EAST 175.00 FEET FOR POINT OF BEGINNING, THENCE NORTH 89 DEGREES 26 MINUTES 58 SECONDS WEST 288.38 FEET, THENCE SOUTH 37 DEGREES 39 MINUTES 23 SECONDS WEST 93.99 FEET, THENCE SOUTH 89 DEGREES 26 MINUTES 58 SECONDS EAST 347.65 FEET, THENCE NORTH 01 DEGREE 24 MINUTES 33 SECONDS WEST 75.0 FEET TO POINT OF BEGINNING. RESERVING AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS EASTERLY 25.00 FEET THEREOF, ALSO KNOWN AS PARCEL A, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

33. The correct legal description of the property is:

WILLIAMS GROVE ESTATES UNRECORDED PLAT, NORTH 1/2 LOT 20, DESCRIBED AS: COMMENCING AT NORTHEAST CORNER OF SOUTHWEST 1/4 OF SECTION 19; THENCE SOUTH 01 DEGREE 37 MINUTES 03 SECONDS EAST ALONG EAST BOUNDARY OF SAID SOUTHWEST 1/4, 15.00 FEET TO SOUTH RIGHT OF WAY LINE OF CHANCEY ROAD, THENCE NORTH 89 DEGREES 26 MINUTES 58 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE 16.54 FEET TO WEST RIGHT OF WAY LINE OF MORRIS BRIDGE ROAD, THENCE SOUTH 01 DEGREE 24 MINUTES 33 SECONDS EAST 325.00 FEET, THENCE NORTH 89 DEGREES 26 MINUTES 58 SECONDS WEST 325.00 FEET, THENCE SOUTH 01 DEGREE 24 MINUTES 33 SECONDS EAST 175.00 FEET FOR POINT OF BEGINNING, THENCE NORTH 89 DEGREES 26 MINUTES 58 SECONDS WEST 288.38 FEET, THENCE SOUTH 37 DEGREES 39 MINUTES 23 SECONDS WEST 93.99 FEET, THENCE SOUTH 89 DEGREES 26 MINUTES 58 SECONDS EAST 347.65 FEET, THENCE NORTH 01 DEGREE 24 MINUTES 33 SECONDS WEST 75.0 FEET TO POINT OF BEGINNING. RESERVING AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS EASTERLY 25.00 FEET THEREOF, ALSO KNOWN AS PARCEL A, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

TOGETHER WITH A 1988 MOBILE HOME VIN #14603930A AND 14603930B

34. The parties to the Mortgage intended for the mortgage to encumber the subject Property.
35. Inadvertently and contrary to the clear intentions of the parties to the Mortgage, there was a

scrivener's error resulting from a mutual mistake.

36. Based on this error, the Mortgage does not accurately reflect the intentions of the parties.
37. Reformation of the Mortgage will not prejudice any party to this action.

WHEREFORE, Plaintiff requests entry of judgment to reform the legal description of the Mortgage, nunc pro tunc, to reflect the true intentions of the parties.

VERIFICATION

Under penalty 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.

PHH Mortgage Corporation

/s/. Carlene Reid

Name: Carlene Reid
Title: Contract Management Coordinator
Date: November 4, 2025

RE: Borrower: JOHN O. KURK (DECEASED) AND CAROLYN A. KURK A/K/A CAROLYN A. BAKER A/K/A CAROLYN ANN KURK (DECEASED)
Address: 3347 Trish Drive, Zephyrhills, FL 33543
File#: 25FL922-0055-1

TROMBERG, MILLER, MORRIS & PARTNERS, PLLC
Attorney for Plaintiff
600 West Hillsboro Boulevard
Suite 600
Deerfield Beach, FL 33441
Telephone #: 561-338-4101
Fax #: 561-338-4077
Email: eservice@tmppllc.com

/s/ Timothy J. Landers

Name: Timothy J. Landers, Esq.
Bar No.: 127154

This is an attempt to collect a debt, and any information obtained will be used for that purpose.

EXHIBIT A

**UNOFFICIAL
DOCUMENT**

**ADJUSTABLE RATE NOTE
(HOME EQUITY CONVERSION)**

STATE OF FL

March 14, 2008

PROPERTY ADDRESS

3347 Trish Drive
Zephyrhills, FL 33543-5235
Pasco COUNTY

1. DEFINITIONS

"Borrower" means each person signing at the end of this Note. "Lender" means Generation Mortgage Company and its successors and assigns. "Secretary" means the Secretary of Housing and Urban Development or his or her authorized representatives.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for amounts to be advanced by Lender up to a maximum principal amount of **One Hundred Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$124,500.00)**, to or for the benefit of Borrower under the terms of a Home Equity Conversion Loan Agreement dated March 14, 2008 ("Loan Agreement"), Borrower promises to pay to the order of Lender a principal amount equal to the sum of all Loan Advances made under the Loan Agreement with interest. All amounts advanced by Lender, plus interest, if not paid earlier, are due and payable on November 17, 2091. Interest will be charged on unpaid principal at the rate of **Three and 16/100 percent (3.160%)** per year until the full amount of principal has been paid. The interest rate may change in accordance with Paragraph 5 of this Note. At the end of each month, accrued interest shall be added to and made part of the principal balance as a Loan Advance and shall likewise thereafter bear interest.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall pay all outstanding principal and accrued interest to Lender upon receipt of a notice by Lender requiring immediate payment in full, as provided in Paragraph 7 of this Note.

(B) Place

Payment shall be made at 3 Piedmont Center, 3565 Piedmont Road NE, Atlanta, GA 30305-1538 or any such other place as Lender may designate in writing by notice to Borrower.

(C) Limitation of Liability

Borrower shall have no personal liability for payment of the debt. Lender shall enforce the debt only through sale of the Property covered by the Security Instrument ("Property"). If this Note is assigned to the Secretary, the Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

5. INTEREST RATE CHANGES

(A) Change Date

The interest rate may change on June 1, 2008 and on _____ that day of each succeeding year, or the first day of each succeeding month. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield of United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. Lender will give Borrower notice of the new index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of 1.500 percentage points to the Current Index. Subject to the limits stated in Paragraph 5(D) of this Note, this amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

Annual: The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

Monthly: The interest rate will never increase above 13.160%.

(E) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate. The notice must be given at least 25 days before the new interest rate takes effect, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the Current Index and the date it was published, (vi) the method of calculating the adjusted interest rate, and (vii) any other information which may be required by law from time to time.

(F) Effective Date of Changes

A new interest rate calculated in accordance with Paragraphs 5(C) and 5(D) of this Note will become effective on the Change Date, unless the Change Date occurs less than 25 days after Lender has given the required notice. If the interest rate calculated in accordance with Paragraphs 5(C) and 5(O) of this Note decreased, but Lender failed to give timely notice of the decrease and applied a higher rate than the rate which should have been stated in a timely notice, then Lender shall recalculate the principal balance owed under this Note so it does not reflect any excessive interest.

6. BORROWER'S RIGHT TO PREPAY

A Borrower receiving monthly payments under the Loan Agreement has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. Any amount of debt prepaid will first be applied to reduce the principal balance of the Second Note described in Paragraph 11 of this Note and then to reduce the principal balance of this Note.

All prepayments of the principal balance shall be applied by Lender as follows:

First, to that portion of the principal balance representing aggregate payments for mortgage insurance premiums;

Second, to that portion of the principal balance representing aggregate payments for servicing fees;

Third, to that portion of the principal balance representing accrued interest due under the Note; and

Fourth, to the remaining portion of the principal balance. A Borrower may specify whether a prepayment is to be credited to that portion of the principal balance representing monthly payments or the line of credit. If Borrower does not designate which portion of the principal balance is to be prepaid, Lender shall apply any partial prepayments to an existing line of credit or create a new line of credit. Any partial payments will be made available to Borrower by increasing the amount of Borrower's monthly payments and/or increasing the amount available to Borrower for Loan Advances under a line of credit.

7. IMMEDIATE PAYMENT IN FULL

(A) Death or Sale

Lender may require immediate payment in full of all outstanding principal and accrued interest if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property, (or retains a beneficial interest in a trust with such an interest in the Property).

(B) Other Grounds

Lender may require immediate payment in full of all outstanding principal and accrued interest, upon approval by an authorized representative of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower;
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under the Security Instrument is not performed.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, the debt enforced through sale of the Property may include costs and expenses, including reasonable and customary attorneys' fees, associated with enforcement of this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

(D) Trusts

Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interest in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph.

8. WAIVERS

Borrower waives the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

9. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the Property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

10. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note only through sale of the Property.

11. RELATIONSHIP TO SECOND NOTE

(A) Second Note

Because Borrower will be required to repay amounts which the Secretary may make to or on behalf of Borrower pursuant to Section 255(i)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to grant a Second Note to the Secretary.

(B) Relationship of Secretary Payments to this Note

Payments made by the Secretary shall not be included in the debt due under this Note unless:

- (i) This Note is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursements by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments made by the Secretary, including interest on the payments, shall be included in the debt.

(C) Effect on Borrower

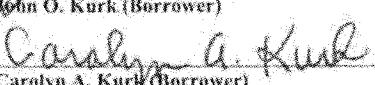
Where there is no assignment or reimbursement as described in (B)(i) or (ii), and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under this Note until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note held by the Secretary, notwithstanding anything to the contrary in Paragraph 7 of this Note; or
- (ii) Be obligated to pay interest or shared appreciation under this Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance of this Note, notwithstanding anything to the contrary in Paragraphs 2 or 5 of this Note or any Allonge to this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.


John O. Kurk (Borrower)

3-14-08
Date

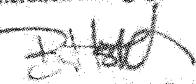

Carolyn A. Kurk (Borrower)

3-14-08
Date

Pay To The Order Of

Without Recourse

Generation Mortgage Company


Blake Hurst, Vice-President

ALLONGE TO NOTE

Loan Amount: \$124,500.00

Mortgagor(s): John O. Kurk and Carolyn A. Kurk

Property Address: 3347 Trish Dr.,
Zephyrhills, FL 33543-5235

Allonge to one certain Note dated 3/14/2008, in favor of Generation Mortgage Company and executed by **John O. Kurk and Carolyn A. Kurk**

Pay To The Order Of:

Nationstar Mortgage LLC d/b/a Champion Mortgage Company

Without Recourse

Generation Mortgage Company



Signature of Authorized Officer

Sydney Christopher, Vice President - Closing

Printed/Typed Name of Authorized Officer

Allonge To Note

Original Note Date: 3/14/2008

Original Loan Amount: \$124,500.00

Executed By: JOHN KURK

Property Address: 3347 TRISH DR.
Zephyrhills, FL 335435235

Pay To The Order Of:

MORTGAGE ASSETS MANAGEMENT, LLC

Without Recourse

NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY

By: _____


Colleen Barnett

Assistant Secretary

ALLONGE TO NOTE

This endorsement is a permanent part of the Note up to the maximum principal amount of \$124,500.00

NOTE DATE: 03/14/2008

**BORROWER NAME: CAROLYN A KURK
JOHN O KURK**

PROPERTY: 3347 TRISH DR., Zephyrhills, FL 33543-5235

PAY TO THE ORDER OF:

WITHOUT RE COURSE:

**MORTGAGE ASSETS MANAGEMENT, LLC F/K/A REVERSE MORTGAGE
SOLUTIONS, INC. BY ITS ATTORNEY IN FACT, PHH MORTGAGE CORPORATION**


Signer: Chad Reid
Title: Servicing Operations Specialist

EXHIBIT B

**UNOFFICIAL
DOCUMENT**

d
R

BTS Land Title Services, LLC
14452 Bruce B Downs Blvd.
Ste. 316
Tampa, FL 33613

Rept: 1174334 Rec: 69.50
DS: 435.75 IT: 249.00
04/15/08 *sh* Opty Clerk

Requested by and
Generation Mortgage Company
3 Piedmont Center, 3565 Piedmont Road N
Atlanta, GA 30305-1538

JED PITTMAN, PASCO COUNTY CLERK
04/15/08 11:56am 1 of 8
OR BK 7811 PG 1399

Prepared by:
Generation Mortgage Company
3 Piedmont Center, 3565 Piedmont Road NE
Atlanta, GA 30305-1538
Audie Turner

State of Florida

**ADJUSTABLE RATE
HOME EQUITY CONVERSION MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on March 14, 2008. The mortgagor is John O. Kurk and Carolyn A. Kurk, husband and wife, whose address is 3347 Trish Drive, Zephyrhills, FL 33543-5235 ("Borrower"). This Security Instrument is given to Generation Mortgage Company, which is organized and existing under the laws of the state of California, and whose address is 3 Piedmont Center, 3565 Piedmont Road NE, Atlanta, GA 30305-1538 ("Lender"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount One Hundred Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$124,500.00); (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on November 17, 2091. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in Pasco County, Florida:

The real property located at the address 3347 Trish Drive, Zephyrhills, FL 33543-5235, in the parish of Pasco, state of FL, described more fully on Exhibit A attached to this Mortgage.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

FL 1st Mortgage

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

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender or the Secretary of Housing and Urban Development ("Secretary"). Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then

Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation, or other taking of any part of the Property, or for conveyance in place of condemnation shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary on the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) **Due and Payable.** Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred so no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property).

(b) **Due and Payable with Secretary Approval.** Lender may require immediate payment in full of all sums secured by this Security Instrument, upon approval by an authorized representative of the Secretary, if:

- (i) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (ii) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (iii) An obligation of the Borrower under this Security Instrument is not performed.

(c) **Notice to Lender.** Borrower shall notify Lender whenever any of the events listed in subparagraphs (a) and (b) of this Paragraph 9(a)(ii) or (b) occur.

(d) **Notice to Secretary and Borrower.** Lender shall notify the Secretary and Borrower whenever the loan becomes due and payable under this Paragraph 9(a)(ii) and (b). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or

(iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or

(iv) Provide the Lender with a deed in lieu of foreclosure.

(c) Trusts. Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

(f) Mortgage Not Insured. Borrower agrees that should this Security Instrument and the Note not be eligible for insurance under the National Housing Act within eight (8) months from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to eight (8) months from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed. If this Security Instrument is assigned to the Secretary upon demand by the Secretary, Borrower shall not be liable for any difference between the mortgage insurance benefits paid to Lender and the outstanding indebtedness, including accrued interest, owed by Borrower at the time of the assignment.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with a foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. First Lien Status

(a) Modification. Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except this Security Instrument, the Second Security Instrument described in Paragraph 13(a) and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) Tax Deferral Programs. Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) Prior Liens. Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate

to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

13. Relationship to Second Security Instrument.

- (a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(l)(1)(A) of the National Housing Act and the Loan Agreement, unless otherwise provided by the Secretary, the Secretary has required Borrower to execute a Second Note and Second Security Instrument on the Property.
- (b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the Note unless:

- (i) This Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the Lender for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments but excluding late charges paid by the Secretary, shall be included in the debt under the Note.

- (c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the Note, or pay any rents and revenues of the Property under Paragraph 19 to Lender or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the Note.

- (d) **No Duty of the Secretary.** The Secretary has no duty to Lender to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though Lender may be unable to collect amounts owed under the Note because of restrictions in this Paragraph 13.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender. Borrower may not assign any rights or obligations under this Security Instrument or under the Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notices provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19.

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

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Lien Priority. The full amount secured by this Security Instrument shall have the same priority over any other liens on the Property as if the full amount had been disbursed on the date the initial disbursement was made, regardless of the actual date of any disbursement. The amount secured by this Security Instrument shall include all direct payments by Lender to Borrower and all other loan advances permitted by this Security Instrument for any purpose. This lien priority shall apply notwithstanding any State constitution, law or regulation, except that this lien priority shall not affect the priority of any liens for unpaid State or local governmental unit special assessments or taxes.

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of Three and 16/100 percent (3.160%) which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15(519). If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have a historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on June 1, 2008, and on the first day of _____ and on that day of each succeeding year, or the first day of each succeeding month (Change Date) until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the

"Existing Interest Rate).

Annually Adjusting Variable Rate Feature - The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

Monthly Adjusting Variable Rate Feature - The Calculated Interest Rate will never increase above 13.160%.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

24. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. (Check all riders that are applicable).

Condominium Rider	PUD Rider
Shared Appreciation Rider	Other

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.
Witnesses:

M. Blake Parcley *Judith Williamson*
John O. Kurk *JUDITH WILLIAMSON*
JOHN O. KURK (Borrower) *Carolyn A. Kurk* *CAROLYN A. KURK (BORROWER)*

STATE OF FLORIDA

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 14 day of March

2008, by John O. Kurk and Carolyn A. Kurk, who is personally known to me; who has produced

FL Driver's License as identification and who did (did not) take an oath

M. Blake Parcley
Notary Public

Name: M. BLAKE PARCLEY
Notary Public, State of Florida
My Comm. Expires May 22, 2011
No. DD865080

EXHIBIT A

Exhibit A to the Mortgage made on March 14, 2008, by John O. Kurk and Carolyn A. Kurk, husband and wife ("Borrower") to Generation Mortgage Company ("Lender"). The Property is located in the county of Pasco, state of FL, described as follows:

Description of Property

See legal description [REDACTED]

Williams Grove Estates Unrecorded Plat, North 1/2 Lot 20, described as: Commencing at Northeast corner of Southwest 1/4 of Section 19; thence South 01 degree 37 minutes 03 seconds East along East boundary of said Southwest 1/4, 15.00 feet to South right of way line of Chancey Road, thence North 89 degrees 26 minutes 58 seconds West along said South right of way line 16.54 feet to West right of way line of Morris Bridge Road, thence South 01 degree 24 minutes 33 seconds East 325.00 feet, thence North 89 degrees 26 minutes 58 seconds West 325.00 feet, thence South 01 degree 24 minutes 33 seconds East 175.00 feet for Point of Beginning, thence North 89 degrees 26 minutes 58 seconds West 288.38 feet, thence South 37 degrees 39 minutes 23 seconds West 93.99 feet, thence South 89 degrees 26 minutes 58 seconds East 347.65 feet, thence North 01 degree 24 minutes 33 seconds West 75.0 feet to Point of Beginning. Reserving an easement for ingress and egress over and across Easterly 25.00 feet thereof, also known as Parcel A, of the Public Records of Pasco County, Florida.

EXHIBIT C

**UNOFFICIAL
DOCUMENT**

BTS Land Title Services, LLC
14452 Bruce B Downs Blvd.
Ste. 316
Tampa, FL 33613

Rept: 1174334 Rec: 69.50
DS: 0.00 IT: 0.00
04/15/08 Dpty Clerk

Requested by and _____:

Generation Mortgage Company
3 Piedmont Center, 3565 Piedmont Road N
Atlanta, GA 30305-1538

JED PITTMAN, PASCO COUNTY CLERK
04/15/08 11:56am 1 of 8
OR BK 7811 PG 1407

Prepared by:

Generation Mortgage Company
3 Piedmont Center, 3565 Piedmont Road NE
Atlanta, GA 30305-1538

**Document Stamps And
Intangible Taxes Have Been
Paid On The Mortgage
Recorded Simultaneously
Herewith**

State of Florida

**ADJUSTABLE RATE
HOME EQUITY CONVERSION SECOND MORTGAGE**

THIS MORTGAGE ("Security Instrument" or "Second Security Instrument") is given on March 14, 2008. The mortgagor is John O. Kurk and Carolyn A. Kurk, husband and wife, whose address is 3347 Trish Drive, Zephyrhills, FL 33543-5235 ("Borrower"). This Security Instruments given to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, DC 20410 ("Lender") or ("Secretary"). Borrower has agreed to repay to Lender amounts which Lender is obligated to advance, including future advances, under the terms of a Home Equity Conversion Loan Agreement dated the same date as this Security Instrument ("Loan Agreement"). The agreement to repay is evidenced by Borrower's Note dated the same date as this Security Instrument ("Second Note"). This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Second Note, with interest, at a rate subject to adjustment, and all renewals, extensions and modifications of the Note, up to a maximum principal amount of **One Hundred Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$124,500.00)**; (b) the payment of all other sums, with interest, advanced under Paragraph 5 to protect the security of this Security Instrument or otherwise due under the terms of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. The full debt, including all amounts described in (a), (b), and (c) above, if not paid earlier, is due and payable on November 17, 2091. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in Pasco County, Florida:

The real property located at the address **3347 Trish Drive, Zephyrhills, FL 33543-5235**, in the parish of Pasco, state of FL, described more fully on Exhibit A attached to this Mortgage.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is only encumbered by a First Security Instrument given by Borrower and dated the same date as this Security Instrument ("First Security Instrument"). Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

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

1. Payment of Principal and Interest. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Second Note.

2. Payment of Property Charges. Borrower shall pay all property charges consisting of taxes, ground rents, flood and hazard insurance premiums, and special assessments in a timely manner, and shall provide evidence of payment to Lender, unless Lender pays property charges by withholding funds from monthly payments due to the Borrower or by charging such payments to a line of credit as provided for in the Loan Agreement. Lender may require Borrower to pay specified property charges directly to the party owed payment even though Lender pays other property charges as provided in this Paragraph.

3. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire. This insurance shall be maintained in the amounts, to the extent and for the periods required by Lender. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss to Lender, instead of to Borrower and Lender jointly. Insurance proceeds shall be applied to restoration or repair of the damaged Property, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied first to the reduction of any indebtedness under the Second Note and this Security Instrument. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Second Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

4. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence after the execution of this Security Instrument and Borrower (or at least one Borrower, if initially more than one person are Borrowers) and shall continue to occupy the Property as Borrower's principal residence for the term of the Security Instrument. "Principal residence" shall have the same meaning as in the Loan Agreement.

Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the Loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to merger in writing.

5. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments. Borrower shall promptly discharge any lien which has priority over this Security Instrument in the manner provided in Paragraph 12(c).

If Borrower fails to make these payments or the property charges required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including

payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

To protect Lender's security in the Property, Lender shall advance and charge to Borrower all amounts due to the Secretary for the Mortgage Insurance Premium ("MIP") as defined in the Loan Agreement as well as all sums due to the loan servicer for servicing activities ("Servicing Fee") as defined in the Loan Agreement. Any amounts disbursed by Lender under this Paragraph are obligatory and shall become an additional debt of Borrower as provided for in the Loan Agreement and shall be secured by this Security Instrument.

6. Inspection. Lender or its agent may enter on, inspect or make appraisals of the Property in a reasonable manner and at reasonable times provided that Lender shall give the Borrower notice prior to any inspection or appraisal specifying a purpose for the inspection or appraisal which must be related to Lender's interest in the Property. If the Property is vacant or abandoned or the loan is in default, Lender may take reasonable action to protect and preserve such vacant or abandoned Property without notice to the Borrower.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, shall be paid to Lender. The proceeds shall be applied first to the reduction of any indebtedness under a Second Note and Second Security Instrument held by the Secretary to the Property, and then to the reduction of the indebtedness under the Note and this Security Instrument. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Due and Payable. Lender may require immediate payment in full of all sums secured by this Security Instrument if:

- (i) A Borrower dies and the Property is not the Principal residence of at least one surviving Borrower; or
- (ii) All of a Borrower's title in the Property (or his or her beneficial interest in a trust owning all or part of the Property) is sold or otherwise transferred and no other Borrower retains (a) title to the Property in fee simple, (b) a leasehold under a lease for not less than 99 years which is renewable or a lease having a remaining period of not less than 50 years beyond the date of the 100th birthday of the youngest Borrower, or (c) a life estate in the Property (or a beneficial interest in a trust with such an interest in the Property);
- (iii) The Property ceases to be the principal residence of a Borrower for reasons other than death and the Property is not the principal residence of at least one other Borrower; or
- (iv) For a period of longer than twelve (12) consecutive months, a Borrower fails to physically occupy the Property because of physical or mental illness and the Property is not the principal residence of at least one other Borrower; or
- (v) An obligation of the Borrower under this Security Instrument is not performed.

(b) Notice to Lender. Borrower shall notify the Lender whenever any of the events listed in Paragraph 9(a)(ii)-(v) occur.

(c) Notice to Borrower. Lender shall notify Borrower whenever the loan becomes due and payable under Paragraph 9(a)(ii).

(v). Lender shall not have the right to commence foreclosure until Borrower has had thirty (30) days after notice to either:

- (i) Correct the matter which resulted in the Security Instrument coming due and payable; or
- (ii) Pay the balance in full; or
- (iii) Sell the Property for the lesser of the balance or 95% of the appraised value and apply the net proceeds of the sale toward the balance; or
- (iv) Provide the Lender with a deed in lieu of foreclosure.

(d) **Trusts.** Conveyance of a Borrower's interest in the Property to a trust which meets the requirements of the Secretary, or conveyance of a trust's interests in the Property to a Borrower, shall not be considered a conveyance for purposes of this Paragraph 9. A trust shall not be considered an occupant or be considered as having a principal residence for purposes of this Paragraph 9.

10. No Deficiency Judgments. Borrower shall have no personal liability for payment of the debt secured by this Security Instrument. Lender may enforce the debt only through sale of the Property. Lender shall not be permitted to obtain a deficiency judgment against Borrower if the Security Instrument is foreclosed.

11. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full. This right applies even after foreclosure proceedings are instituted. To reinstate this Security Instrument, Borrower shall correct the condition which resulted in the requirement for immediate payment in full. Foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with a foreclosure proceeding shall be added to the principal balance. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two (2) years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Security Instrument.

12. Second Lien Status

(a) **Modification.** Borrower agrees to extend this Security Instrument in accordance with this Paragraph 12(a). If Lender determines that the original lien status of the Security Instrument is jeopardized under state law (including but not limited to situations where the amount secured by the Security Instrument equals or exceeds the maximum principal amount stated or the maximum period under which loan advances retain the same lien priority initially granted to loan advances has expired) and state law permits the original lien status to be maintained for future loan advances through the execution and recordation of one or more documents, then Lender shall obtain title evidence at Borrower's expense. If the title evidence indicates that the Property is not encumbered by any liens (except the First Security Instrument described in Paragraph 13(a), this Second Security Instrument and any subordinate liens that the Lender determines will also be subordinate to any future loan advances), Lender shall request the Borrower to execute such documents. If state law does not permit the original lien status to be extended to future loan advances, Borrower will be deemed to have failed to have performed an obligation under this Security Instrument.

(b) **Tax Deferral Programs.** Borrower shall not participate in a real estate tax deferral program, if any liens created by the tax deferral are not subordinate to this Security Instrument.

(c) **Prior Liens.** Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to all amounts secured by this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

13. Relationship to First Security Instrument.

(a) **Second Security Instrument.** In order to secure payments which the Secretary may make to or on behalf of Borrower pursuant to Section 255(j)(1)(A) of the National Housing Act and the Loan Agreement, the Secretary has required Borrower to execute a Second Note and this Second Security Instrument. Borrower has also executed a First Note and First Security Instrument.

(b) **Relationship of First and Second Security Instruments.** Payments made by the Secretary shall not be included in the debt under the First Note unless:

- (i) The First Security Instrument is assigned to the Secretary; or
- (ii) The Secretary accepts reimbursement by the holder of the First Note for all payments made by the Secretary.

If the circumstances described in (i) or (ii) occur, then all payments by the Secretary, including interest on the payments, but excluding late charges paid by the Secretary, shall be included in the debt under the First Note.

(c) **Effect on Borrower.** Where there is no assignment or reimbursement as described in (b)(i) or (ii) and the Secretary makes payments to Borrower, then Borrower shall not:

- (i) Be required to pay amounts owed under the First Note, or pay any rents and revenues of the Property under Paragraph 19 to the holder of the First Note or a receiver of the Property, until the Secretary has required payment in full of all outstanding principal and accrued interest under the Second Note; or
- (ii) Be obligated to pay interest or shared appreciation under the First Note at any time, whether accrued before or after the payments by the Secretary, and whether or not accrued interest has been included in the principal balance under the First Note.

(d) **No Duty of the Secretary.** The Secretary has no duty to the holder of the First Note to enforce covenants of the Second Security Instrument or to take actions to preserve the value of the Property, even though the holder of the First Note may be unable to collect amounts owed under the First Note because of restrictions in this Paragraph 13.

(e) **Restrictions on Enforcement.** Notwithstanding anything else in this Security Instrument, the Borrower shall not be obligated to comply with the covenants hereof, and Paragraph 19 shall have no force and effect, whenever there is no outstanding balance under the Second Note.

14. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

15. Successors and Assigns Bound; Joint and Several Liability. Borrower may not assign any rights or obligations under this Security Instrument or under the Second Note, except to a trust that meets the requirements of the Secretary. Borrower's covenants and agreements shall be joint and several.

16. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address all Borrowers jointly designate. Any notice to the Secretary shall be given by first class mail to the HUD Field Office with jurisdiction over the Property or any other address designated by the Secretary. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 16.

17. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Second Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Second Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Second Note are declared to be severable.

18. Borrower's Copy. Borrower shall be given one conformed copy of the Second Note and this Security Instrument.

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

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

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

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 19, except as provided in the First Security Instrument.

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

20. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

21. Lien Priority. The full amount secured by this Security Instrument shall have a lien priority subordinate only to the full amount secured by the First Security Instrument.

22. Adjustable Rate Feature. Under the Note, the initial stated interest rate of **Three and 16/100 percent (3.160%)** which accrues on the unpaid principal balance ("Initial Interest Rate") is subject to change, as described below. When the interest rate changes, the new adjusted interest rate will be applied to the total outstanding principal balance. Each adjustment to the interest rate will be based upon the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year ("Index") plus a margin. The Index is published in the Federal Reserve Bulletin and made available by the United States Treasury Department in Statistical Release H.15(519). If the Index is no longer available, Lender will be required to use any index prescribed by the Department of Housing and Urban Development. The new index will have a historical movement substantially similar to the original index, and the new index and margin will result in an annual percentage rate that is substantially similar to the rate in effect at the time the original index becomes unavailable.

Lender will perform the calculations described below to determine the new adjusted interest rate. The interest rate may change on June 1, 2008, and on the first day of _____ and on that day of each succeeding year, or X the first day of each succeeding month (Change Date) until the loan is repaid in full.

The value of the Index will be determined, using the most recent Index figure available thirty (30) days before the Change Date ("Current Index"). Before each Change Date, the new interest rate will be calculated by adding a margin to the Current Index. The sum of the margin plus the Current Index will be called the "Calculated Interest Rate" for each Change Date. The Calculated Interest Rate will be compared to the interest rate in effect immediately prior to the current Change Date (the "Existing Interest Rate").

Annually Adjusting Variable Rate Feature - The interest rate will never increase or decrease by more than two percentage points (2.0%) on any single Change Date. The interest rate will never be more than five percentage points (5.0%) higher or lower than the initial interest rate stated in Paragraph 2 of this Note.

X **Monthly Adjusting Variable Rate Feature** - The Calculated Interest Rate will never increase above 13.160%.

The Calculated Interest Rate will be adjusted if necessary to comply with the rate limitation(s) described above and will be in effect until the next Change Date. At any change date, if the Calculated Interest Rate equals the Existing Interest Rate, the interest rate will not change.

23. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

24. **Attorneys' Fees.** As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

25. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check all riders that are applicable]

<input type="checkbox"/>	Condominium Rider	<input type="checkbox"/>	PUD Rider
<input type="checkbox"/>	Shared Appreciation Rider	<input type="checkbox"/>	Other

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

Witnesses:

M. Blake Parsley *Judith Williamson*
M. Blake Parsley *JUDITH WILLIAMSON*

Signature:

John O. Kurk
JOHN O. KURK (Borrower)

Carolyn A. Kurk
CAROLYN A. KURK (BORROWER)

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this

14 day of March

2008

by John O. Kurk and Carolyn A. Kurk, who is personally known to me; who has produced

FL Driver's License

as identification and who did (did not) take an oath.

M. Blake Parsley

Notary Public

Name: **M. BLAKE PARSLY**
Notary Public, State of Florida
My Comm. Expires May 22, 2011
No. DD665080

EXHIBIT A

Exhibit A to the Mortgage given on **March 14, 2008**, by **John O. Kurk and Carolyn A. Kurk, husband and wife ("Borrower")** to the Secretary of Housing and Urban Development, and whose address is 451 Seventh Street, S.W., Washington, D.C. 20410, ("Lender" or "Secretary"). The Property is located in the county of **Pasco**, state of **FL**, described as follows:

Description of Property

See legal description [REDACTED]

Williams Grove Estates Unrecorded Plat, North 1/2 Lot 20, described as: Commencing at Northeast corner of Southwest 1/4 of Section 19; thence South 01 degree 37 minutes 03 seconds East along East boundary of said Southwest 1/4, 15.00 feet to South right of way line of Chancey Road, thence North 89 degrees 26 minutes 58 seconds West along said South right of way line 16.54 feet to West right of way line of Morris Bridge Road, thence South 01 degree 24 minutes 33 seconds East 325.00 feet, thence North 89 degrees 26 minutes 58 seconds West 325.00 feet, thence South 01 degree 24 minutes 33 seconds East 175.00 feet to Point of Beginning, thence North 89 degrees 26 minutes 58 seconds West 288.38 feet, thence South 37 degrees 39 minutes 23 seconds West 93.99 feet, thence South 89 degrees 26 minutes 58 seconds East 347.65 feet, thence North 01 degree 24 minutes 33 seconds West 75.0 feet to Point of Beginning. Reserving an easement for ingress and egress over and across Easterly 25.00 feet thereof, also known as Parcel A, of the Public Records of Pasco County, Florida.